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NOTICE OF MEETING
OF THE
CITY OF DIBOLL CITY COUNCIL

The City Council will meet in a regular session meeting in the City Hall Council Chambers, located at 400 Kenley, Diboll, Texas, on Tuesday, January 11, 2022, at 5:15p.m.

Call to Order

Invocation

Pledge of Allegiance

CITIZENS PRESENTATION: (Limited to 3 minutes)
This item provides the opportunity to address the City Council on any matter whether or not it is posted on the agenda. However, in accordance with the Texas Open Meetings Act, Section 551.041, the Council cannot discuss, deliberate, or take any action on matters not listed on the agenda. At this time, the Council will receive citizen comments, and if necessary, may refer the matter to City staff for research, resolution, or referral to Council on a future agenda.

Item #1: CONSENT AGENDA: All matters listed under Consent Agenda are considered to be routine by the City Council and will be enacted by one motion. There will not be separate discussion. If discussion is desired, that item will be removed from the consent agenda and will be considered separately. Consider approving the following reports:

a. Minutes from December 14, 2021, Regular Session Meeting
b. Financial Statement for December 2021
c. Investment Report for Quarter Ending December 2021

Item #2: Consideration and possible action to approve Resolution 2022-01-001, executing a commercial lease agreement in order to provide housing for ambulance services.

Item #3: Consideration and possible action to approve Resolution 2022-01-003, which would update signatories for all bank accounts for the City of Diboll.

Item #4: Consideration and possible action to approve Resolution 2022-01-004, entering into a service agreement with Motorola Solutions / WatchGuard Video for Police Department Unit and Body Cameras.

Item #5: Consideration and possible action to approve Ordinance 2022-01-001 for the second amendment to the 2021-2022 Operating Budget.

Item #6: PUBLIC HEARING Consideration and possible action to approve the first reading of Ordinance 2022-01-002 to abandon a portion of Cooper Street deemed to not have a public use.

Item #7: DEPARTMENT HEAD REPORTS

a. Fire Department Report – Aaron Smith, Fire Chief
b. Police Department Report – Norman Williams, Police Chief
c. Public Works Report – Josh Richard, Public Works Director

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d. Finance & Court – Sam Durham, Finance Director
e. City Secretary Report – Sam Durham, Interim City Secretary
f. City Manager Report – Jason Arnold, City Manager

Item #8: The Diboll City Council will convene into a closed Executive Session, in accordance with Open Meetings Act, Chapter 551, Texas Government Code 551.074, for the purpose of personnel matters.

Council will reconvene into open session following closed door session and possibly take action on matters discussed in Executive Session.

Adjournment

Note: Mayor and Council Reports on Items of Community Interest- Pursuant to Texas Government Code Section 551.0415 the City Council may report on the following items (1) expression of thanks, congratulations, or condolences; (2) information about holiday schedules; (3) recognition of individuals; (4) reminders about upcoming City Council events; (5) information about community events; (6) announcements involving imminent threat to public health and safety.

I certify that this Notice of Meeting was posted in a glass-enclosed case in front of City Hall at 400 Kenley Street, Diboll, Texas, and available for viewing by the public prior to 5:15 p.m. on January 7, 2022, as well as at the City's website.

Sam Durham

Sam Durham – Interim City Secretary
Posted: 1/7/2022

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MINUTES OF THE GOVERNING BODY OF THE CITY OF DIBOLL, TEXAS REGULAR SESSION MEETING ON TUESDAY, DECEMBER 14, 2021, AT 5:15PM, IN THE DIBOLL CITY HALL CHAMBERS.

COUNCIL PRESENT

Mayor Trey Wilkerson, Councilmembers Benita Sheffield Duffield, Brian Moreno, Charles Moses, Sr., and Ruben Terrazas.

COUNCIL ABSENT: Mayor Pro Tem Daniel Lopez, and Luis Maldonado

STAFF PRESENT

City Manager, Jason A. Arnold, City Secretary Melissa McCall, Finance Director Sam Durham, Public Works Director Joshua Richard, and Interim Chief of Police Norman Williams

Call to Order: Mayor Trey Wilkerson called the meeting to order at 5:15 p.m.

Mayor Wilkerson gave the invocation, then led the Pledge of Allegiance which was recited by those in attendance.

Citizens Presentation: (Limited to 3 minutes)
This item provides the opportunity to address the City Council on any matter whether or not it is posted on the agenda. However, in accordance with the Texas Open Meetings Act, Section 551.041, the Council cannot discuss, deliberate, or take any action on matters not listed on the agenda. At this time, the Council will receive citizen comments, and if necessary, may refer the matter to City staff for research, resolution, or referral to Council on a future agenda.

None

Item #1: PRESENTATION by Diboll High School Freshman, Jaydn Burns.

Jayden Burns represented to the Council and audience, serving as student ambassador of the "SAYWHAT" program under the leadership The Coalition of Angelina County, campaigning against tobacco products used by students and adults, as well the dangers of the growing concern of percentages of e-cigarette use by students.

Item #2: PUBLIC HEARING regarding proposed voluntary annexation of the following ten (10) properties located in Angelina County and found and identified on the Angelina County Appraisal District website http://www.angelinacad.org. These properties include the following locations:

#141507 Worthen Nathan & S.E.E. Ltd – Case #2021-12-01
#141508 Worthen Nathan & S.E.E. Ltd – Case #2021-12-01
#12613 Worthen Nathan & S.E.E. Ltd – Case #2021-12-01

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#12606 Wilkerson Lewis Elver Testamentary Trust – Case #2021-12-02
#12574 Wilkerson Oda Estate – Case #2021-12-03
#12575 Wilkerson Oda Estate – Case #2021-12-03
#12609 Wilkerson Oda Estate – Case #2021-12-03
#12610 Wilkerson Oda Estate – Case #2021-12-03
#12611 Wilkerson Oda Estate – Case #2021-12-03
#144146 2016 MRB Investments LLC – Case #2021-12-04

Mr. Lamar Clark with 2016 MRB Investments LLC – Case 2021-12-04, spoke about the need for annexation following the 69 Corridor Loop around Diboll, which would bring in many businesses, including convenience stores. Mr. Clark provided plats of the property and a proposed city road that would run through the property to council.

Item #3: Consideration and possible action to approve Ordinance 2021-12-001, the voluntary annexation of three (3) Angelina County agricultural zoned properties petitioned on 12-070-2021 by Worthen Nathan & S.E.E. Ltd - Case #2021-12-01.

Brian Moreno made the motion to approve; Benita Sheffield Duffield second. All in favor, motion carries.

Item #4: Consideration and possible action to approve Ordinance 2021-12-002, the voluntary annexation of Angelina County agricultural zoned property petitioned on November 01, 2021 by Wilkerson Lewis Elver Testamentary Trust, Case #2021-12-02.

Ruben Terrazas made the motion to approve; Brian Moreno second. All in favor, motion carries.

Item #5: Consideration and possible action to approve Ordinance 2021-12-003, the voluntary annexation of five (5) Angelina County agricultural zoned properties petitioned on November 01, 2021 by Wilkerson Oda Estate, Case #2021-12-03.

Brian Moreno made the motion to approve; Charles Moses, Sr. second. All in favor, motion carries.

Item #6: Consideration and possible action to approve Ordinance 2021-12-004, the voluntary annexation of Angelina County agricultural zoned property petitioned on November 23, 2021 by 2016 MRB Investments, LLC, Case #2021-12-04.

Brian Moreno made the motion to approve; Charles Moses, Sr. second. All in favor, motion carries.

Item #7: Consent Agenda: All matters listed under Consent Agenda are considered to be routine by the City Council and will be enacted by one motion. There will not be separate discussion. If discussion is desired, that item will be removed from the consent agenda and will be considered separately. Consider approving the following reports:

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a) Minutes from November 09, 2021, Regular Session Meeting
b) Financial Statement for November 2021

Brian Moreno made the motion to approve; Charles Moses, Sr. second. All in favor, motion carries.

Item #8: Consideration and possible action to approve amending Resolution 2020-02-002 for a Police Department Grant, initially approved by Council February 11, 2020, updating only with current Mayor and City Manager names on the resolution in order for Deep East Texas Council of Governments (DETCOG) to process.

Brian Moreno made the motion to approve; Ruben Terrazas second. All in favor, motion carries.

Item #9: Council to approve the appointment of Board Members to the T.L.L. Temple Memorial Library & Archives Board.

1. Mayor Wilkerson stated that the board nominated Annysue Emmons be appointment of Board Members to the T.L.L. Temple Memorial Library & Archives Board.

Brian Moreno made the motion to approve; Ruben Terrazas second. All in favor, motion carries.

2. City Manager Jason A. Arnold stated he had selected Mayor Trey Wilkerson as his

Item #10: Consideration and possible action to approve Resolution 2021-12-005, appointing The Free Press as the official newspaper for the City of Diboll.

Zach Maxwell with the Free Press spoke to council regarding the support of The Free Press on the possibility of being the official newspaper of the City of Diboll and explained that The Free Press would actually not be legally eligible to post official notices until November 2022, after publishing the newspaper for 52-weeks. They can print the notices, however they will be informational and the City would still need to utilize Lufkin Daily News for these matters until November 2022 but are looking forward to being the City's official newspaper.

Ruben Terrazas made the motion to approve immediately with the understanding that the City will post notices at no cost to The Free Press until November 2022 as well as the Lufkin Daily News for legal notices; Brian Moreno second. All in favor, motion carries

Item #11: Consideration and possible action to approve Resolution 2021-12-006, which would allow the City Manager to apply for a grant from The Texas Division of Emergency Management (TDEM) for the City of Diboll.

Brian Moreno made the motion to approve; Ruben Terrazas second. All in favor, motion carries.

Item #12: Consideration and possible action to approve Resolution 2021-12-007, modifying the City of Diboll's current Purchasing Policy.

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City Manager Jason A. Arnold stated there would really be no changes to the current policy with the exception of adding federal wording to the policy.

Brian Moreno made the motion to approve; Charles Moses, Sr. second. All in favor, motion carries.

Item #13: DEPARTMENT HEAD REPORTS

Fire Department Report – Larry Lucas, Asst Fire Chief
Chief Gary Jones informed Council of the 2022 VFD Officers noting that he is retiring and the 2022 officers voted in as listed below:

1. Chief – Aaron Smith
2. Assistant Chief – Darrell Roberts, Sr.
3. 1st Captain – Sam Coleman, Jr.
4. 2nd Captain – Grady Courtney
5. Sergeant-at-Arms - Raymond Ryan
6. Recording Secretary – Robbie Franks
7. Secretary Treasurer – Ruben Terrazas
8. Training Officer/Public Relations – Larry Lucas
9. Safety – Keith Dover

Police Department Report – Norman Williams, Police Chief
Street Department Report – Robbie Roberts, Jr, Department Head
Water Department Report – Eric Pope, Department Head
Wastewater Department Report – Bridget Sarver, Department Head
Parks Department Report – Josh Richard, Public Works Director
Finance & Court – Sam Durham, Finance Director
City Secretary Report - Melissa McCall – Attendance Record
City Manager's Report – Jason A. Arnold

Item #14: The Diboll City Council decided Executive Session was not necessary at this time.

Adjournment:

Mayor Wilkerson called to adjourn at 5:47 p.m.

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Minutes of the December 14, 2021 Regular Session Meeting approved by council on this the 11th day of January 2022

_____
Trey Wilkerson, Mayor

ATTEST BY:

_____
Sam Durham, CGFO, CPM
Interim City Secretary

STATE OF TEXAS §
ANGELINA COUNTY §
CITY OF DIBOLL §

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City of Diboll
Financial Statement
As of December 31, 2021

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01 - General Fund	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Revenue Summary							
Licenses & Permits	1,773.36	1,110.24	663.12	2,507.11	13,322.89	18.82%	10,815.78
Fines and Fees	23,991.19	41,212.24	(17,221.05)	94,466.02	494,546.94	19.10%	400,080.92
Franchise Tax	6,487.65	33,333.33	(26,845.68)	20,478.88	400,000.00	5.12%	379,521.12
Property Tax	86,641.10	103,549.25	(16,908.15)	210,979.61	1,242,590.97	16.98%	1,031,611.36
Sales Tax	39,343.66	52,458.25	(13,114.59)	138,300.81	629,499.03	21.97%	491,198.22
Interest	205.21	208.33	(3.12)	644.34	2,500.00	25.77%	1,855.66
Charges for Service	2,500.00	416.67	2,083.33	5,500.00	5,000.00	110.00%	(500.00)
Miscellaneous	40.00	83.33	(43.33)	60,068.00	1,000.00	6006.80%	(59,068.00)
Revenue Totals	160,982.17	232,371.64	(71,389.47)	532,944.77	2,788,459.83	19.11%	2,255,515.06
Expense Summary							
Insurance	0.00	5,316.05	(5,316.05)	61,881.34	63,792.56	97.00%	1,911.22
Fines & Fees	0.00	38.33	(38.33)	160.49	460.00	34.89%	299.51
Administrative	6,426.97	14,653.20	(8,226.23)	39,985.83	175,838.38	22.74%	135,852.55
Capital Purchase	967.00	3,499.34	(2,532.34)	33,731.42	38,492.83	87.63%	4,761.41
Contractual & Professional Services	13,514.16	18,501.14	(4,986.98)	65,689.71	219,741.00	29.89%	154,051.29
Intergov't Contracts	6,466.63	6,144.34	322.29	9,966.63	73,732.00	13.52%	63,765.37
Utility	2,953.64	7,513.50	(4,559.86)	14,807.61	90,162.00	16.42%	75,354.39
Repairs & Maintenance	18,363.58	11,290.75	7,072.83	52,379.62	135,489.00	38.66%	83,109.38
Materials & Supplies	1,673.69	13,738.81	(12,065.12)	29,615.53	164,865.53	17.96%	135,250.00
Payroll Expense	213,549.61	169,761.84	43,787.77	516,654.79	2,037,142.13	25.36%	1,520,487.34
Personnel	1,395.60	4,365.02	(2,969.42)	3,107.39	52,380.00	5.93%	49,272.61
Miscellaneous	0.00	133.33	(133.33)	480.26	1,600.00	30.02%	1,119.74
Transfers	0.00	(22,583.96)	22,583.96	(256,270.86)	(265,235.63)	96.62%	(8,964.77)
Expense Totals	265,310.88	232,371.69	32,939.19	572,189.76	2,788,459.80	20.52%	2,216,270.04

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02 - Utility Fund	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Revenue Summary							
Charges for Service	74,410.74	224,114.41	(149,703.67)	674,100.94	2,689,373.00	25.07%	2,015,272.06
Miscellaneous	101.22	0.00	101.22	1,545.78	0.00	0.00%	(1,545.78)
Penalties & Interest	16,262.61	1,812.50	14,450.11	31,880.90	21,750.00	146.58%	(10,130.90)
Fines and Fees	186.50	83.33	103.17	554.64	1,000.00	55.46%	445.36
Interest	17.37	33.33	(15.96)	41.17	400.00	10.29%	358.83
Revenue Totals	90,978.44	226,043.57	(135,065.13)	708,123.43	2,712,523.00	26.11%	2,004,399.57
Expense Summary							
Insurance	0.00	2,128.84	(2,128.84)	25,081.89	25,546.05	98.18%	464.16
Administrative	660.00	3,506.25	(2,846.25)	13,164.30	42,075.00	31.29%	28,910.70
Contractual & Professional Services	107,820.09	71,993.32	35,826.77	256,856.62	863,920.00	29.73%	607,063.38
Utility	9,652.50	12,685.00	(3,032.50)	31,860.70	152,220.00	20.93%	120,359.30
Repairs & Maintenance	5,106.38	15,525.01	(10,418.63)	45,707.10	186,300.00	24.53%	140,592.90
Materials & Supplies	10,349.35	13,020.83	(2,671.48)	28,495.64	156,250.00	18.24%	127,754.36
Payroll Expense	45,836.39	42,861.85	2,974.54	105,799.61	514,342.03	20.57%	408,542.42
Personnel	991.53	899.99	91.54	2,146.21	10,800.00	19.87%	8,653.79
Note Expense	34,437.78	2,869.82	31,567.96	34,437.78	34,437.78	100.00%	0.00
Fines & Fees	0.00	550.00	(550.00)	1,114.51	6,600.00	16.89%	5,485.49
Capital Purchase	0.00	5,833.62	(5,833.62)	0.00	68,336.48	0.00%	68,336.48
Intergov't Contracts	11.92	3,333.33	(3,321.41)	661.58	40,000.00	1.65%	39,338.42
Transfers	0.00	50,830.97	(50,830.97)	611,638.52	611,638.52	100.00%	0.00
Expense Totals	214,865.94	226,038.83	(11,172.89)	1,156,964.46	2,712,465.86	42.65%	1,555,501.40

NOTE: Utility Fund Charges Revenue: Increase by approx 135K Due to Last Months Billing Adjustment on Hexion's Account

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03 - Recreation Fund	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Revenue Summary							
Rentals & Leases	9,654.07	4,178.27	5,475.80	18,334.35	50,139.29	36.57%	31,804.94
Revenue Totals	9,654.07	4,178.27	5,475.80	18,334.35	50,139.29	36.57%	31,804.94
Expense Summary							
Insurance	0.00	51.03	(51.03)	600.13	612.38	98.00%	12.25
Administrative	164.26	368.75	(204.49)	254.88	4,425.00	5.76%	4,170.12
Contractual & Professional Services	60.00	1,484.16	(1,424.16)	180.00	17,810.00	1.01%	17,630.00
Utility	4,001.30	4,526.00	(524.70)	14,241.47	54,312.00	26.22%	40,070.53
Repairs & Maintenance	32.39	1,708.34	(1,675.95)	451.01	20,500.00	2.20%	20,048.99
Materials & Supplies	0.00	41.67	(41.67)	299.97	500.00	59.99%	200.03
Payroll Expense	4,176.95	3,227.31	949.64	10,765.58	38,727.71	27.80%	27,962.13
Transfers	0.00	(7,231.67)	7,231.67	(86,780.00)	(86,780.00)	100.00%	0.00
Expense Totals	8,434.90	4,175.59	4,259.31	(59,986.96)	50,107.09	-119.72%	110,094.05

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04 - Equipment Fund	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Expense Summary							
Transfers	0.00	1,916.67	(1,916.67)	23,000.00	23,000.00	100.00%	0.00
Expense Totals	0.00	1,916.67	(1,916.67)	23,000.00	23,000.00	100.00%	0.00

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05 - Restricted Fund	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Revenue Summary							
Miscellaneous	0.00	200.00	(200.00)	366.40	2,400.00	15.27%	2,033.60
Donations	0.00	0.00	0.00	900.00	0.00	0.00%	(900.00)
Contributions & Grants	0.00	9,325.00	(9,325.00)	111,900.00	111,900.00	100.00%	0.00
Revenue Totals	0.00	9,525.00	(9,525.00)	113,166.40	114,300.00	99.01%	1,133.60
Expense Summary							
Grant Expense	21,250.00	9,325.00	11,925.00	(6,803.80)	111,900.00	(6.08%)	118,703.80
Project Expense	0.00	191.67	(191.67)	(996.39)	2,300.00	(43.32%)	3,296.39
Expense Totals	21,250.00	9,516.67	11,733.33	(7,800.19)	114,200.00	-6.83%	122,000.19

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06 - Hotel/Motel Tax Fund	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Revenue Summary							
Hotel Motel Tax	0.00	1,666.67	(1,666.67)	5,917.60	20,000.00	29.59%	14,082.40
Revenue Totals	0.00	1,666.67	(1,666.67)	5,917.60	20,000.00	29.59%	14,082.40
Expense Summary							
Administrative	0.00	333.33	(333.33)	0.00	4,000.00	0.00%	4,000.00
Transfers	0.00	1,333.33	(1,333.33)	16,000.00	16,000.00	100.00%	0.00
Expense Totals	0.00	1,666.66	(1,666.66)	16,000.00	20,000.00	80.00%	4,000.00

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07 - Seized Fund	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Revenue Summary							
Interest	0.52	0.00	0.52	1.53	0.00	0.00%	(1.53)
Revenue Totals	0.52	0.00	0.52	1.53	0.00	0.00%	(1.53)

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09 - MC Security Fund	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Revenue Summary							
Fines and Fees	634.56	416.67	217.89	2,573.57	5,000.00	51.47%	2,426.43
Revenue Totals	634.56	416.67	217.89	2,573.57	5,000.00	51.47%	2,426.43
Expense Summary							
Grant Expense	0.00	254.54	(254.54)	0.00	2,800.00	0.00%	2,800.00
Utility	0.00	708.33	(708.33)	0.00	8,500.00	0.00%	8,500.00
Transfers	0.00	416.67	(416.67)	5,000.00	5,000.00	100.00%	0.00
Expense Totals	0.00	1,379.54	(1,379.54)	5,000.00	16,300.00	30.67%	11,300.00

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City of Diboll
Financial Statement
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10 - MC Tech Fund	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Revenue Summary							
Fines and Fees	557.37	500.00	57.37	2,265.16	6,000.00	37.75%	3,734.84
Revenue Totals	557.37	500.00	57.37	2,265.16	6,000.00	37.75%	3,734.84
Expense Summary							
Utility	0.00	455.92	(455.92)	722.50	5,471.00	13.21%	4,748.50
Materials & Supplies	0.00	277.72	(277.72)	0.00	3,055.00	0.00%	3,055.00
Expense Totals	0.00	733.64	(733.64)	722.50	8,526.00	8.47%	7,803.50

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City of Diboll
Financial Statement
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11 - PEG Fund	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Revenue Summary							
Franchise Tax	0.00	291.67	(291.67)	1,107.15	3,500.00	31.63%	2,392.85
Revenue Totals	0.00	291.67	(291.67)	1,107.15	3,500.00	31.63%	2,392.85

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City of Diboll
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12 - Red Light Fund	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Revenue Summary							
Interest	6.54	0.00	6.54	28.30	0.00	0.00%	(28.30)
Revenue Totals	6.54	0.00	6.54	28.30	0.00	0.00%	(28.30)
Expense Summary							
Transfers	0.00	2,272.72	(2,272.72)	25,000.00	25,000.00	100.00%	0.00
Expense Totals	0.00	2,272.72	(2,272.72)	25,000.00	25,000.00	100.00%	0.00

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City of Diboll
Financial Statement
As of December 31, 2021

1/5/2022 8:10 AM

13 - Debt Service Fund	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Revenue Summary							
Property Tax	9,788.89	11,647.40	(1,858.51)	24,046.54	139,768.76	17.20%	115,722.22
Interest	5.61	0.00	5.61	13.99	0.00	0.00%	(13.99)
Revenue Totals	9,794.50	11,647.40	(1,852.90)	24,060.53	139,768.76	17.21%	115,708.23
Expense Summary							
Bond Expense	0.00	41,230.72	(41,230.72)	0.00	494,768.76	0.00%	494,768.76
Fines & Fees	0.00	20.83	(20.83)	0.00	250.00	0.00%	250.00
Transfers	0.00	(31,519.00)	31,519.00	(378,228.00)	(378,228.00)	100.00%	0.00
Note Expense	0.00	1,914.83	(1,914.83)	0.00	22,978.00	0.00%	22,978.00
Expense Totals	0.00	11,647.38	(11,647.38)	(378,228.00)	139,768.76	-270.61%	517,996.76

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14 - Endowment Fund	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Revenue Summary							
Interest	0.00	526.40	(526.40)	0.00	6,316.80	0.00%	6,316.80
Revenue Totals	0.00	526.40	(526.40)	0.00	6,316.80	0.00%	6,316.80
Expense Summary							
Transfers	0.00	526.40	(526.40)	0.00	6,316.80	0.00%	6,316.80
Expense Totals	0.00	526.40	(526.40)	0.00	6,316.80	0.00%	6,316.80

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City of Diboll
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16 - MC Local Truancy Prevention & Diversion Fund	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Revenue Summary							
Fines and Fees	569.90	583.33	(13.43)	2,302.11	7,000.00	32.89%	4,697.89
Revenue Totals	569.90	583.33	(13.43)	2,302.11	7,000.00	32.89%	4,697.89
Expense Summary							
Contractual & Professional Services	0.00	772.72	(772.72)	0.00	9,000.00	0.00%	9,000.00
Expense Totals	0.00	772.72	(772.72)	0.00	9,000.00	0.00%	9,000.00

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17 - MC Municipal Jury Fund	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Revenue Summary							
Fines and Fees	11.40	10.00	1.40	46.03	120.00	38.36%	73.97
Revenue Totals	11.40	10.00	1.40	46.03	120.00	38.36%	73.97

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18 - Keep Diboll Beautiful	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Revenue Summary							
Contributions & Grants	0.00	1,047.93	(1,047.93)	12,575.19	12,575.19	100.00%	0.00
Revenue Totals	0.00	1,047.93	(1,047.93)	12,575.19	12,575.19	100.00%	0.00
Expense Summary							
Project Expense	0.00	1,047.93	(1,047.93)	0.00	12,575.19	0.00%	12,575.19
Expense Totals	0.00	1,047.93	(1,047.93)	0.00	12,575.19	0.00%	12,575.19

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Financial Statement
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50 - Restricted Project Fund	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Expense Summary							
Transfers	0.00	(34,583.34)	34,583.34	(415,000.00)	(415,000.00)	100.00%	0.00
Expense Totals	0.00	(34,583.34)	34,583.34	(415,000.00)	(415,000.00)	100.00%	0.00

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Investment Report for the Quarter Ending December 31, 2021

INVESTMENT STRATEGY: The City intends to pursue a passive portfolio management philosophy. While the financial market will be monitored by investment officials and the City will purchase investments based on the parameters for liquidity and based on market conditions, investment officials do not intend to actively sell investments. Market and credit risk shall be minimized by diversification by investment instrument, by financial institution, and by maturity scheduling.

This report is in compliance with the Act, Chapter 2256 of the Local Government Code and the City of Diboll Investment Policy and Strategies

Respectfully Submitted: Sam Dunham

Dated: 1/11/2021

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City of Diboll
Endowment Investment Detail
through 12/31/2021

Money Market/Pooled Investments				
	Rate	**Balance**	**Type**	**Description**
Southside Trust Money Market - Investment Custody	0.0250%	147,982.62	Restricted	General Fund - Endowments
Total Pool and Money Market		147,982.62		

Endowment Investments
Principal may never be spent. Interest is used to fund operations of civic center, library, park and cemeteries.

Issuer	**Purchase Date**	**Maturity Dates**	**Rate**	**Life (days)**	**Par Value**	**FMV**	**Previous Qtr FMV**	**Change in Mkt from last Qtr**
US Treasury Bond	4/30/2021	4/30/2026	0.75%	1,577	170,000	166,719.00	169,097.30	(2,378.30)
Wells Fargo Bank CD	2/15/2017	2/15/2022	2.25%	42	150,000	150,375.00	151,200.00	(825.00)
Morgan Stanley Bank CD	4/11/2019	4/11/2022	2.60%	97	100,000	100,658.00	101,321.00	(663.00)
Goldman Sachs CD	11/20/2019	11/21/2022	1.80%	321	46,000	46,600.30	46,867.56	(267.26)
Ally Bank UTAH CD	1/30/2020	1/30/2023	1.80%	391	85,000	86,303.05	86,818.15	(515.10)
Total Endowment Investments					551,000.00	550,655.35		(4,648.66)

Purchases / Redemptions

Issuer	*Purchase Date*	*Redemption Date*	*Rate*	*Par Value*	*Purchases/ Redemptions*
Discover Bank CD	11/23/2016	11/23/2021	2.00%	100,000.00	100,000.00

Transfer From (+) / To(-)	*Description*	*Transfer Date*	*Transfer Amount*
Southside Trust Money Market - City of Diboll	Transfer to Balance Investment Accounts according to Endowment Requirements	10/6/2021	(42,036.73)

Endowment Returns			**2022**
	Endow Amt (in $1,000)	%	10/1/21 thru 12/31/21
Civc Center	100	14%	573.04
Forest haven	50	7%	286.52
Library	100	14%	573.04
Park	20	3%	114.61
Temple	425	61%	2,435.44
Total	695	100%	3,982.66
Total Fees			(227.82)
Total Dividends			2.36
Total Interest			4,208.12

TOTAL ENDOWMENT INVESTMENTS	
	Balance
CASH EQUIVILENTS	147,982.62
FIXED INCOME SECURITIES	550,655.35
TOTAL ENDOWMENT INVESTMENTS	698,637.97

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City of Diboll
City Investment Detail
through 12/31/2021

Money Market/Pooled Investments				
	Rate	**Balance**	**Type**	**Description**
Southside Trust Money Market - City of Diboll	0.0250%	113,435.45	Unrestricted	General Fund
BOK Financial		3,858,372.68	Restricted	Utility Fund - TWDB Loan Proceeds
Total Pool and Money Market		3,971,808.13		

Investments								
Issuer	**Purchase Date**	**Maturity Dates**	**Rate**	**Life (days)**	**Par Value**	**FMV**	**Previous Qtr FMV**	**Change in Mkt from last Qtr**
Morgan Stanley Bank CD	6/5/2018	5/31/2023	3.25%	512	93,000	96,642.81	98,420.97	(1,778.16)
Total Endowment Investments					93,000.00	96,642.81		(1,778.16)

Purchases / Redemptions					
Issuer	***Purchase Date***	***Redemption Date***	***Rate***	***Par Value***	***Purchases/ Redemptions***

Transfer From (+) / To(-)	***Description***	***Transfer Date***	***Transfer Amount***
Southside Trust Money Market - Investment Custody	Transfer to Balance Investment Accounts according to Endowment Requirements	10/6/2021	42,036.73

Returns	**2022**
	10/1/21 thru 12/31/21
Total	1,448.37
Total Fees	(74.40)
Total Dividends	7.38
Total Interest	1,515.39

TOTAL ENDOWMENT INVESTMENTS	
	Balance
CASH EQUIVILENTS	3,971,808.13
FIXED INCOME SECURITIES	96,642.81
TOTAL ENDOWMENT INVESTMENTS	4,068,450.94

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City of Diboll
Cash Detail
through 12/31/2021

Cash Balances				
Restricted funds may only be used for the items described, Consolidated Cash Report				
Account Name	**Fund Description**	**Balance**	**Type**	**Description**
Consolidated Cash	General	367,907.98	Unrestricted	General Fund Operations
Consolidated Cash	Utility	(441,484.86)	Unrestricted	Water and Sewer Fund Operations
Consolidated Cash	Recreation	(26,592.48)	Unrestricted	Recreation Fun Operations
Consolidated Cash	Equipment	356.27	Unrestricted	Funds from sale of equipment
Consolidated Cash	Restricted	157,236.40	Restricted	Donated funds for specific projects
Consolidated Cash	Hotel/Motel	74,760.43	Restricted	Hotel taxes are deposited in this account
Consolidated Cash	Municipal Court Security	41,478.39	Restricted	Funds to be used to enhance the security of the court
Consolidated Cash	Municipal Court Technology	28,684.06	Restricted	Funds to be used to enhance the technology of the court
Consolidated Cash	Debt Service	461,763.55	Restricted	Property taxes designated for the payment of debt are deposited in this account
Consolidated Cash	Road Maintenance	-	Restricted	Funds to be used to maintain roads
Consolidated Cash	MC Local Trueancy Prevention	13,627.09	Restricted	Funds to be used to finance a juvenile case manager
Consolidated Cash	MC Municipal Jury Fund	272.40	Restricted	Funds to be used for jury services
Consolidated Cash	Keep Diboll Beautiful	12,575.19	Restricted	Funds to be used for beautification of Diboll
Consolidated Cash	Retricted Project Fund	415,000.00	Restricted	Funds retricted to be used for Council Approved Projects
	Total Consolidated Cash	1,105,584.42		
PEG	PEG Fund	54,366.69	Restricted	Fees received from cable franchise for use in public television capital projects
Seized Funds	Siezed Fund	15,118.84	Restricted	Funds siezed from drug arrests are deposited in this account
Series 2019-2020 Refunding	Water and Sewer Fund	75,298.67	Restricted	Debt service account for 2019-2020 Refunding Bonds
Red Light Revenue	General Fund	75,188.02	Restricted	Red Light Cameras no longer producing revenue, partial balance to fund pending litigation
	Total Other Cash	219,972.22		
Total Cash Balances		$ 1,325,556.64		

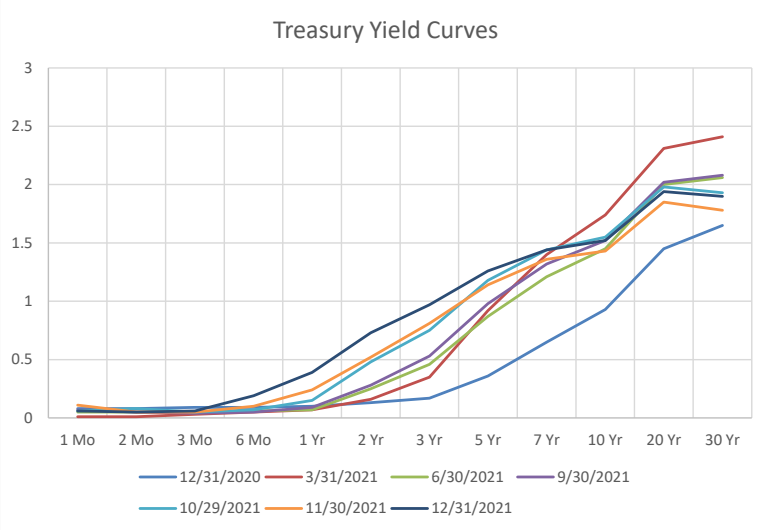
Accounts Closed		
Bank	***Description***	***Notes***
None		

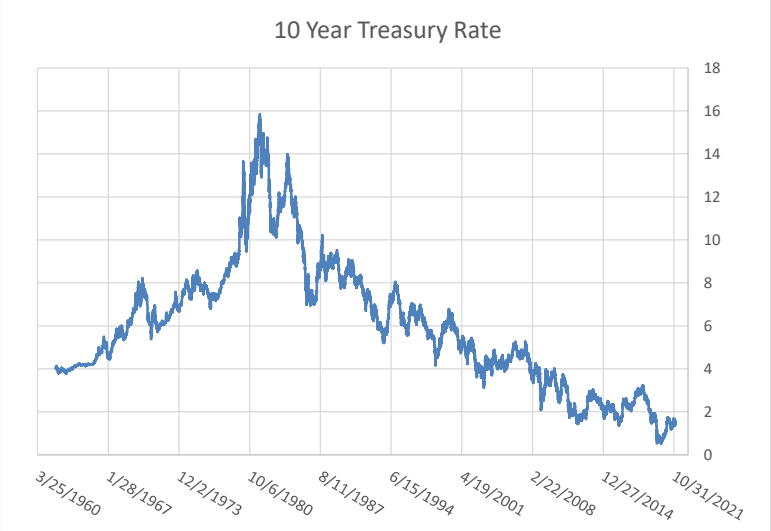
Accounts Opened		
Bank	***Description***	***Notes***
None		

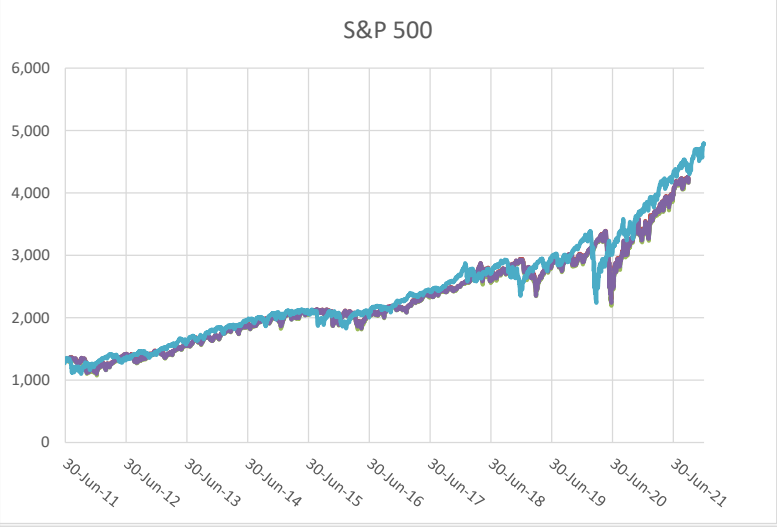
Year to Date Interest Earnings*		
** Interest is reflected net of bank service fees*		
General Fund	01-01-3800	644.34
Utility Fund	02-09-3800	41.17
Seized Fund	07-03-3800	1.53
Red Light Fund	12-01-3800	28.3
Debt Service Fund	13-01-3800	13.99
Total interest earned		729.33

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City of Diboll
Market Detail
through 12/31/2021







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CITY OF DIBOLL / WILKERSON LLC

TEXAS COMMERCIAL LEASE AGREEMENT

THIS COMMERCIAL LEASE AGREEMENT hereinafter known as the "Lease" is entered into this 1st day of January, 2022, ("**Effective Date**") by and between

Wilkerson LLC with mailing address at 105 Weber Street, Suite A, Diboll, TX 75941 hereinafter referred to as the "**Lessor**,"

And

City of Diboll with mailing address at 400 Kenley Street, Diboll, TX 75941 hereinafter referred to as the "**Lessee**," collectively referred to herein as "**the Parties**."

WHEREAS, the Lessor desires to lease the Premises defined herein to the Lessee under the terms and conditions as set forth herein; and

WHEREAS, the Lessor desires to lease the Premises defined herein from the Lessor under the terms and conditions set forth herein.

NOW THEREFORE, for and in consideration of the covenants and obligations set forth herein and of other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. THE PREMISES. In accordance with the terms and conditions of this Lease, the Lessor hereby agrees to lease to the Lessee the property described below together with all the improvements thereto:

Address: Suite # 209, 205 North Temple, Diboll, TX 75941

Hereinafter known as the "**Premises**".

The Lessee hereby leases and takes from the Lessor the Premises and confirms that the suite numbers of the Premises referred to above are designated by the Lessor.

2. PERMITTED USE. Lessee agrees to continuously and at all times use and occupy the Premises during the Lease Term solely for the Permitted Use(s) as specified below ("**Permitted Use**") and Lessee represents and warrants to Lessor that its use of the Premises will be solely for the Permitted Use.

To provide, at no cost to a contracted ambulance service or Angelina County, an area for the ambulance service to park one unit, more when and as needed, and provide space for ambulance personnel to sleep, eat, and rest during 24-hour work shifts, and to otherwise conduct necessary business for the duration of the contracted service. Together with common areas such as male and female restrooms, shall be available 24-hours a day, 7-days a week.

No other use is permitted without prior written approval of Lessor, which approval Lessor may grant or withhold at Lessor's sole discretion.

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3. LEASE TERM. The term of this Lease shall commence on 1st day of January, 2022, and shall continue for a period of two (2) years, expiring and automatically terminating on the 31st day of December, 2023. ("**Lease Term**")

4. RENEWAL. The Lessor shall have no obligation to renew the Lease or extend the Lease Term. The Lessee shall have no further right to extend the Lease Term upon its expiration. If Lessee holds over and remains in possession of the Premises after the expiration of the Lease Term, Lessee will be considered to be occupying the Premises on a month-to-month tenancy, subject to all the terms of this Lease, and during such month-to-month tenancy, either party may terminate this Lease upon thirty (30) days' written notice to the other party.

5. RENT. The Lessee shall pay the net amount of $0 for every month for the duration of the Lease (herein after referred to as "**Rent**"). In no event shall Lessor receive any direct or indirect form of compensation as a result of this agreement.

6. EXPENSES. The Parties agree that the responsibility for the expenses in relation to this Lease shall be borne as follows:

a. Utilities. Electricity, water, and gas, shall be borne and paid by the Lessor.

b. Maintenance. The Lessor shall maintain the following for the Premises: janitorial and pest control services; garbage removal; grease traps, drainage and pipes maintenance; parking maintenance; lawn maintenance; snow removal; HVAC maintenance; repairs other than Minor Repairs related to reasonable wear and tear.

c. Insurance. Lessee, at its own expense, must provide and maintain in force during the Lease term, liability insurance under such policy or policies of insurance as Lessor shall reasonably request. This insurance is to be carried by one or more insurance companies authorized or admitted to transact business in Texas. Choice of an insurance company is subject to approval by Lessor, who will not unreasonably withhold approval. The policy must cover Lessor as well as Lessee, for any liability for property damage or personal injury arising from Lessee's occupying or Lessor's owning the Premises.

   Lessee must furnish Lessor with certificates of all insurance required by this section. If Lessee does not provide within 30 days after obtaining possession, or if Lessee allows any insurance required under this article to lapse, Lessor may, at its option, take out and pay the premiums on the necessary insurance to comply with Lessee's obligations under this article. Lessor is entitled to reimbursement from Lessee for all amounts spent to procure and maintain the insurance, with interest at the rate of ten percent (10%) annually from the date Lessee receives Lessor's notice of payment until reimbursement.

d. Taxes. The Lessee shall bear all taxes and fees that are payable under laws in connection with other payments made by the Lessee, the Lessee's interests under this Lease, the Lessee's improvements and property at the Premises, and the Lessee's activities at the Premises. The Lessor shall bear all taxes and fees that are payable under laws in connection with the Rent. The Lessor shall pay all taxes and fees payable in connection with this Agreement under laws to the extent that such taxes and fees are payable under the applicable laws by owners of

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buildings that are of a similar nature to the Premises, or by sub-lessors of land use rights (for example, real property, real estate and/or personal property taxes).

7. COMMON AREAS. The Lessor shall at all times have exclusive management and control of the Common Areas for any purpose or in any manner that it deems necessary or appropriate. The Lessor reserves the right to remove, relocate or otherwise change or carry out any alteration or addition or other works to the Common Areas. The Lessor shall not be liable to Lessee for any damage incidental to the exercise of its rights under this section, provided that such damage is not accompanied by any fault, negligence or bad faith on the part of the Lessor or its agents. The Lessee shall abide by the Lessor's rules and management of the Common Areas. "Common Areas" refers to those portions of the structure in which the Premises are located and areas surrounding the Premises including the driveways, entrances and exits, pedestrian passageways, walkways, loading docks, landscaped and streetscaped areas, any on-site parking areas, facilities (such as escalators, and lifts), installations (such as doors, windows, electrical installations and wiring), water and drainage pipes, gas pipes, fire systems, security and air-conditioning facilities, and all other areas or improvements which may be provided by Lessor from time to time for the general use of tenants of the structure in which the Premises are located and areas surrounding the Premises and their respective employees, guests, patrons, suppliers, licensees and other invitees.

8. SECURITY DEPOSIT. Lessee shall deposit with Lessor the amount of $0 to secure the faithful performance of the terms and conditions of this Lease (the "**Security Deposit**") on or before the execution of this Lease.

9. ALTERATIONS AND IMPROVEMENTS. No alterations to or improvements on the Premises shall be made by the Lessee without prior express consent of the Lessor to the same in writing. The Lessor agrees to not unreasonably withhold consent to necessary alterations or improvements. The Lessee shall ensure compliance with any and all applicable laws, rules, ordinances and codes when undertaking any alteration or improvement to the Premises.

a. Unauthorized Alterations or Improvements. In the event that the Lessee shall undertake alterations or improvements relating to the Premises in violation of this section the same shall be considered a material breach of this Lease and shall put the Lessee in default. The Lessor may, upon the Lessor's discretion, require the Lessee to undo the alterations or improvements and restore the Premises to its condition prior to any unauthorized alteration or improvement at the sole expense of the Lessee.
b. Ownership of Alterations and Improvements. In all cases of alterations, improvements, changes, accessories and the like that cannot be removed from the Premises without destroying or otherwise deteriorating the Premises or any surface thereof shall, upon creation, become the Lessor's property without need for any further transfer, delivery or assignment thereof.

   Lessee will not permit any mechanic's lien to be placed on the Premises or improvements on the Premises. Lessee will promptly pay any mechanic's lien that is filed on the Premises or on improvements located on the Premises. If default in payment of the lien continues for 20 days after Lessor's written notice to Lessee, Lessor may, at its option, pay the lien or any portion of it without inquiring into its validity. Any amounts Lessor pays to remove a mechanic's lien

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caused by Lessee to be filed against the Premises or improvements on them, including expenses and interest, are due from Lessee to Lessor and must be repaid to Lessor immediately on rendition of notice, together with interest at ten percent (10%) annually until repaid.

10. COMPLIANCE WITH LAW. The Lessee undertakes to comply with and abide by, at its sole expense, any and all Federal or Texas state laws, municipal or county ordinances, rules, regulations, codes and all other issuances from authorized government authorities respecting the Premises and the Lessee's occupation and use thereof, including but not limited to obtaining all pertinent licenses and permits and maintaining copies thereof in the Premises.

11. OBLIGATIONS OF THE LESSEE:

a. The Lessee shall keep the premises in a clean, sanitary, neat and presentable condition.

b. The Lessee shall be responsible for the repairs, outside of ordinary wear and tear, of any part of the Premises that do not affect the structural parts of the building or structure in which it is located or those that are generally considered as minor repair ("Minor Repairs") including but not limited to replacing light bulbs, cleaning or repairs of windows, doors, toilets and similar appurtenances.

c. The Lessee shall, at its sole expense, restore, repair and/or rectify any damage, outside of ordinary wear and tear, to the Premises caused by the Lessee or others that the Lessee permits into the Premises that are not covered or compensable by any insurance.

12. ASSIGNMENT. The Lessee acknowledges that this Lease is not transferrable and that the Lessee may not assign or sublease the Lease, any part of the Lease, or any of the rights or obligations herein without the prior express and written consent of the Lessor. Any license, assignment, sublease or agreement in violation of this clause shall be null and void with no legal force whatsoever.

13. RIGHT OF ENTRY. The Lessor shall be granted by the Lessee access and allowed to enter the Premises to make necessary inspections, repairs or alterations on the property, or pursuant to any lawful purpose of the Lessor, provided that the time of entry requested is reasonable considering the purpose.

14. DAMAGE OR CONDEMNATION TO LEASED PREMISES. In the event the Premises and/or the structure or building in which it is located is damaged or destroyed by fire or other casualty without the fault or negligence of the Lessee or its agents, the Lessor shall, at its own expense, repair the damaged portion, the Premises, structure and/or building to restore the same to substantially the same condition in which it was handed over to Lessee. The Rent shall be abated until such repairs are completed. In the event such repair cannot be accomplished or if total destruction occurs, the Lease shall cease and terminate with no other liability accruing to either of the Parties.

If, during the Lease Term, all of the Premises are taken for any public or quasi-public use under any governmental law, ordinance, or regulation, or by right of eminent domain, or are sold to the condemning authority under threat of condemnation, this Lease will terminate, and the rent will be abated during the unexpired portion of this Lease, effective as of the date the condemning authority takes the Premises. If less than all, but more than twenty (20%) percent, of the Premises is taken for any public or quasi-public use under any governmental law, ordinance, or regulation, or by right of

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eminent domain, or is sold to the condemning authority under threat of condemnation, Lessee may terminate the Lease by giving Lessor written notice within 30 days after the entity exercising the power of condemnation takes possession of the condemned portion. Lessor is entitled to receive and retain the entire award in any condemnation proceedings, except for any portion attributable to trade fixtures, which Lessee is entitled to receive and retain. The termination of this Lease will not affect the right to this award.

15. DEFAULT AND POSSESSION. In the event that the Lessee is in default of any of the terms of this Lease, the Lessor shall promptly provide the Lessee with a notice of such default, informing the Lessee that failure to rectify the same within 30 days will terminate the Lease and allow the Lessor to recover the Premises at the end of such period. Should the Lessee fail to rectify the same within 30 days after receiving such Notice of Default, the Lessor may terminate this Lease and recover the Premises from the Lessee.

16. SURRENDER OF PREMISES. On or before 11:59 P.M. on the last day of the Lease Term, the Lessee shall deliver up vacant possession of the Premises to Lessor in the same condition it was delivered to the Lessee, save ordinary wear and tear, and the Parties shall carry out the inspection of the Premises and shall sign a handover form jointly prepared and signed by the Parties to confirm the condition and handover of the Premises. The Lessee shall also return all keys and other devices giving access to any part of the Premises and the building or structure in which it is located. Without prejudice to the foregoing, the Lessee shall, at its expense, at the request of Lessor, immediately make good any deficiencies identified during the handover inspection and remove from the Premises any alterations, fixtures, or property of Lessee that Lessor requests to be removed, provided that the same were not existing in the Premises delivered by the Lessor or do not consist of alterations or improvements consented to by the Lessor as provided in Section 9 hereof. Failure of the Lessee to return the Premises to Lessor in accordance with the above, shall entitle the Lessor to enter the Premises and carry out appropriate repair to the Premises and removal of any property of Lessee and any cost so incurred shall be borne by Lessee. All property left in the Premises by Lessee shall be deemed to have been abandoned by Lessee and Lessor shall be entitled to dispose of the same as Lessor deems appropriate.

17. INDEMNIFICATION. The Lessor shall not be liable for any injury to the Lessee or any other persons or property entering the Premises or for any injury or damage occurring within the Premises during the Lease Term. Neither shall the Lessor be liable for any damage to the structure within which the Premises is located or any part thereof.

Lessee will defend, indemnify, and hold Lessor harmless from and against any claims, demands, damages, liabilities, judgments, fees, costs, and expenses, including but not limited to reasonable attorney's fees, arising from, caused by, or related in any manner to (a) the conduct or management of Lessee’s operations on the Premises, (b) Lessee’s use or occupancy of the Premises, (c) any breach by Lessee of any conditions of this Lease, or (d) any act of negligence of Lessee, its agents, contractors, employees, subtenants, concessionaires, invitees, or licensees in or about the Premises. If any action or proceeding is brought against Lessor by reason of any such claim, Lessee, on notice from Lessor, will defend the action or proceeding by counsel acceptable to Lessor. The indemnification and duty to defend and hold harmless, as set out herein, shall cover and include any claim that is attributable, in whole or in part, to the strict liability of Lessor.

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18. GOVERNING LAW. This Lease shall be governed by and its terms and conditions be interpreted according to the laws of the State of Texas.

19. NOTICE. All notices in relation to this Lease shall be delivered to the following addresses:

To the Lessee at the address: 400 Kenley Street, Diboll, TX 75941;

and

To Lessor at the address: 105 Weber Street, Suite A, Diboll, TX 75941

20. SEVERABILITY. Should any provision of this Lease be found, for whatever reason, invalid or unenforceable, such nullity or unenforceability shall be limited to those provisions. All other provisions herein not affected by such nullity or dependent on such invalid or unenforceable provisions shall remain valid and binding and shall be enforceable to the full extent allowed by law.

21. BINDING EFFECT. The terms, obligations, conditions and covenants of this Lease shall be binding on Lessee, the Lessor, their heirs, legal representatives and successors in interest and shall inure to the benefit of the same.

22. ENTIRE AGREEMENT. This Lease and, if any, attached documents are the complete agreement between the Lessor and the Lessee concerning the Premises. There are no oral agreements, understandings, promises, or representations between the Lessor and the Lessee affecting this Lease. All prior negotiations and understandings, if any, between the Parties hereto with respect to the Premises shall be of no force or effect and shall not be used to interpret this Lease. No modification or alteration to the terms or conditions of this Lease shall be binding unless expressly agreed to by the Lessor and the Lessee in a written instrument signed by both Parties.

IN WITNESS WHEREOF, the parties hereto set their hands and seal this ____ day of _____, 20____.

Lessee's Signature Printed Name

_____ _____

Lessor:

Wilkerson LLC, a Texas limited
liability company

By:_____
Trey Wilkerson, Managing Member

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ACKNOWLEDGMENT OF NOTARY PUBLIC

STATE OF TEXAS

Angelina County, ss.

On this ____ day of _____, 20___, before me appeared _____, as **LESSOR** of this Commercial Lease Agreement who proved to me through government issued photo identification to be the above-named person, in my presence executed foregoing instrument and acknowledged that they executed the same as their free act and deed.

_____
Notary Public
My commission expires:_____

ACKNOWLEDGMENT OF NOTARY PUBLIC

STATE OF TEXAS

Angelina County, ss.

On this ____ day of _____, 20___, before me appeared _____, as **LESSEE** of this Commercial Lease Agreement who proved to me through government issued photo identification to be the above-named person, in my presence executed foregoing instrument and acknowledged that they executed the same as their free act and deed.

_____
Notary Public
My commission expires:_____

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RESOLUTION 2022-01-003

A RESOLUTION OF CITY OF DIBOLL TEXAS, AUTHORIZING THE UPDATE SIGNATORIES FOR ALL BANK ACCOUNTS FOR THE CITY OF DIBOLL BANK ACCOUNTS FOR THE CITY OF DIBOLL,

WHEREAS, The City Council would like to update all signatories for all bank accounts for the City of Diboll; and

WHEREAS, Melissa McCall is no longer employed by the City of Diboll effective January 3, 2022; and

WHEREAS, City Manager Jason Arnold, Finance Director Sam Durham and Mayor Trey Wilkerson are eligible to sign on all bank accounts in the absence of Ms. Melissa McCall; and

NOW, THEREFORE, BE IT RESOLVED that the City of Diboll City Council approves the update of all signatories for all bank accounts for the City of Diboll by the removal of Melissa McCall from all City of Diboll bank accounts.

PASSED AND APPROVED at a regular meeting of the City Council of Diboll, Texas this the 11th day of January 2022.

_____
Trey Wilkerson, Mayor

ATTEST BY:

_____
Sam Durham, Interim City Secretary

STATE OF TEXAS §
ANGELINA COUNTY §
CITY OF DIBOLL §

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Quote For:

Diboll Police Department
Attn: Norman Williams

Reference:
VaaS (5)M500 bundle (8)V300

Quote By:

WatchGuard Video / Motorola Solutions
Andy Tarbutton

Date: 01-07-22

Serving Law Enforcement with the Most Compelling, Quality Video Products

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WatchGuard Video
415 E. Exchange
Allen, TX 75002
(P) 800-605-6734 (F) 212-383-9661

Prepared For:
Diboll Police Department - Attention: Norman Williams
VaaS (5)M500 bundle (8)V300

QUOTATION - WAT-0391-03

DATE: 01-07-22

Hardware

Deliverables / Materials / Services	Qty	Sell Price	Amount
M500 In-car video system with Integrated V300 Body-worn camera and Command Central Evidence - 5 Year Video-as-a-Service Package @ $205 per Month	**5**	**$12,300.00**	**$61,500.00**

AAS-M5-BWC-5YR

Video-as-a-Service Bundle includes the cloud-based evidence management system, with unlimited storage and unlimited cloud sharing.

- 1 User License per bundle.
- CommandCentral Evidence, capture, records, redaction and community engagement capabilities included.

V300 Body-worn camera (choice of mount)

- Third year technology (Hardware) refresh.

M500 In-Car Video System

- M500 with 1TB DVR, 5″ touch display, front camera with 4k sensor, infrared cabin camera,
- V300 WiFi Dock, MikroTik WiFi Kit & Smart Power Switch

5-year agreement (billed Quarterly or Annually)

No-Fault hardware warranty, Advanced hardware replacement service & 24/7 support

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Deliverables / Materials / Services	Qty	Sell Price	Amount
Body-worn camera and evidence management software - 5 Year Video-as-a-Service Package @ $49 per Month	3	$2,940.00	$8,820.00

AAS-BWC-5YR-001

Video-as-a-Service includes CommandCentral Evidence, the cloud-based evidence management system with unlimited device storage and unlimited cloud sharing.

- 1 User License per Body Worn Camera.
- 50 GB of non-device storage included per device, averaged across all devices in the program
- CommandCentral Evidence, Records, Redaction, Sharing, Community Engagement capabilities and capture application included.

Body-worn camera (battery + choice of mount included)

Third year technology (Hardware) refresh.

5-year agreement (billed Quarterly or Annually)

Advanced hardware replacement service & 24/7 support

No-Fault hardware warranty

Subtotal Price	$70,320.00

Accessories

Deliverables / Materials / Services	Qty	Sell Price	Amount
Transfer Station (8 Bay) Video-as-a-Service Package @ $30 per Month	1	$0.00	$0.00

AAS-BWC-XFS-DOC

8-Bay Ethernet Transfer Station

- Ethernet Cable, Rack mount (optional) & Power Cord

Deliverables / Materials / Services	Qty	Sell Price	Amount
V300, Battery, Removable and Rechargeable, 3.8V, 4180 mAh	8	$0.00	$0.00

VIS-300-BAT-RMV

Subtotal Price	$0.00

LPR

Deliverables / Materials / Services	Qty	Sell Price	Amount

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Investigative Data Platform - Annual Subscription for up to 25 Sworn - State and Local	**1**	**$4,250.00**	**$4,250.00**

VS-IDP-01B

Commercial LPR Data access - For up to 25 Sworn

- Access to all Vigilant commercially acquired national vehicle location data
- Unlimited use by authorized agency personnel to complete suite of LEARN data analytics
- Includes full use of hosted/managed LPR server account via LEARN

FaceSearch with Vigilant Image Gallery Access For up to 25 Sworn

- Access to all agency/shared images and Vigilant Image Gallery
- Unlimited use by authorized agency personnel to all FaceSearch tools
- Image gallery of up to 5,000 images

M500 Basic ALPR VaaS	**5**	**$2,580.00**	**$12,900.00**

AAS-M5-ALPR-01

$43 / month + $500 remote commissioning (up to 5 units) CarDetector Mobile, Vigilant PlateSearch (agency data only) Includes free 90-day trial to Investigative Data Platform (IDP)

Subtotal Price	**$17,150.00**

Installation

Deliverables / Materials / Services	Qty	Sell Price	Amount
Managed Software Installation Service; On-Site Assist Install, Training, Configuration, Project Management, Consultation	**1**	**$3,500.00**	**$3,500.00**

WGW00122-400

Subtotal Price	**$3,500.00**

Deliverables / Materials / Services	Qty	Sell Price	Amount
Shipping/Handling and Processing Charges	**1**	**$0.00**	**$0.00**

Freight

Subtotal Price	**$0.00**

Due Now	**$4,250.00**
Annual Invoice	**$17,344.00**

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Notes:

1. This Quote is valid for 90 days from the Quote Date. Pricing may change thereafter.
2. Any sales transaction resulting from this Quote is based on and subject to the applicable Motorola's Standard Terms and Conditions, notwithstanding terms and conditions on purchase orders or other Customer ordering documents.
3. Motorola's Standard Terms and Conditions are found at www.motorolasolutions.com/product-terms.
4. Payment Terms: Equipment-Net 30 days upon shipment; Installation-Net 30 days upon completion; Services and Subscription Agreements-Net 30 days from receipt of Order.
5. The pricing in this Quote does not include any applicable taxes (e.g. sales/use tax).
6. UNLESS OTHERWISE NOTED IN THIS QUOTE / ORDER, INSTALLATION OF EQUIPMENT IS NOT INCLUDED

Quoted by:
Andy Tarbutton - Inside Territory Sales Representative - 469-525-8762 - andy.tarbutton@motorolasolutions.com

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Quote ID: WAT-0391-03 – Pricing Summary – 01-07-22

Total Spend:

Due Now	$4,250.00
Year 1 Invoice(s)	$17,344.00
Years 2-5 Invoice(s) (Pay Each Year)	$17,344.00
Total Spend	***$90,970.00***

Purchase as a Service (PaaS)
Financial Profile

Total Price:	$86,720.00
Contract Term:	5 Years
Monthly Payments:	$1,445.33
Annual Invoice:	***$17,344.00***

Deferred

Total Price	$90,970.00
Direct Purchase Items	$4,250.00
Deferred (5 Payments of $17,344.00)	***$86,720.00***

Due Now

Direct Purchase Items	$4,250.00
Due Now	***$4,250.00***

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Motorola Solutions, Inc.
Andy Tarbutton
Date _____

Re: WAT-0391-03

Agency: Diboll Police Department
Total Cost: $90,970.00
Contract Reference: VaaS (5)M500 bundle (8)V300

Please be advised that the Diboll Police Department will purchase the goods and/or services offered in your Quote WAT-0391-03. This constitutes a purchase pursuant to the terms of the specified contract below, including any applicable addenda.

Specified Contract: Master Customer Agreement and attached addenda, signed concurrently herewith.

Agency affirms that a purchase order or notice to proceed is not required for contract performance or for subsequent years of service, and acknowledges that pursuant to _____ , the funds for this purchase has been authorized. Customer agrees to appropriate funding in accordance with the contract.

Invoices shall be according to the milestone schedule included in the quote and services agreement, should reference 'WAT-0391-03' and be sent to:

Diboll Police Department
Attn: _____
_____
_____

The equipment will be shipped to the customer at the following address, and the ultimate destination where the equipment will be delivered to the customer is:

Diboll Police Department
Attn: _____
_____
_____

Sincerely,

Signature: _____

Name: _____

Title: _____

Email: _____

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Online Terms Acknowledgement

This Online Terms Acknowledgement (this "**Acknowledgement**") is entered into between Watchguard, Inc., with offices at 415 E. Exchange Pkwy, Allen, TX 75002 ("**Watchguard**") and the entity set forth in the signature block below ("**Customer**"). Watchguard and Customer will each be referred to herein as a "**Party**" and collectively as the "**Parties**".

1. Online Terms Acknowledgement. The Parties acknowledge and agree that the terms of the Master Customer Agreement ("**MCA**") and applicable Addenda available at www.motorolasolutions.com/product-terms, including, without limitation, the Mobile Video Addendum, govern each Ordering Document (as defined in the MSA) between the Parties, including all statements of work, schedules, order forms, and other ordering documents, and further agree that the terms of the MCA and Addenda are incorporated therein and form part of the Parties' Agreement (as defined in the MCA). For purposes herein, the respective rights and obligations assigned to Motorola Solutions, Inc. within the online terms shall apply to Watchguard, and the respective rights and obligations assigned to 'Customer' within the online terms shall apply to Customer signing below. By signing the signature block below, Customer certifies that it has read and agrees to the provisions set forth in this Acknowledgement and to the terms of the MCA and Addenda posted at www.motorolasolutions.com/product-terms, and the signatory to this Acknowledgement represents and warrants that he or she has the requisite authority to bind Customer to this Acknowledgement, the MCA and the Addenda.

2. Entire Agreement. This Acknowledgement supplements the terms of the MCA and applicable Addenda and forms a part of the Parties' Agreement. This Acknowledgement, the MCA and applicable Addenda available at www.motorolasolutions.com/product-terms, and any all Ordering Documents between the Parties constitutes the entire agreement of the Parties regarding the subject matter hereof, and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter.

3. Disputes; Governing Law. Sections 12 – Disputes of the MCA is hereby incorporated into this Acknowledgement *mutatis mutandis.*

4. Execution and Amendments. This Acknowledgement may be executed in multiple counterparts, and will have the same legal force and effect as if the Parties had executed it as a single document. The Parties may sign in writing or by electronic signature. An electronic signature, facsimile copy, or computer image of a signature, will be treated, and will have the same effect as an original signature, and will have the same effect, as an original signed copy of this document. This Acknowledgement may be amended or modified only by a written instrument signed by authorized representatives of both Parties.

The Parties hereby enter into this Acknowledgement as of the last signature date below.

Watchguard: Watchguard, Inc.	**Customer: Diboll Police Department**
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____
Email: _____	Email: _____

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ORDINANCE NO. 2022-01-001

AN APPROPRIATIONS ORDINANCE AUTHORIZING AN AMENDMENT TO THE 2021/2022 OPERATING BUDGET (BUDGET AMENDMENT NO. 02), PROVIDING FOR THE SUPPLEMENTAL APPROPRIATION OF FUNDS IN THE GENERAL FUND, UTILITY FUND, RECREATION FUND, MUNICIPAL COURT SECURITY FUND; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, The City Charter of the City of Diboll requires an Appropriations Ordinance be passed by the City Council each year showing revenue of the City from all sources and the expenditures to the various purposes for the fiscal year;

WHEREAS, City Council approved the 2021/2022 Operating Budget and appropriated the necessary funds out of the General, Utility, Recreation, and Municipal Court Security Fund revenues for the maintenance and operation of various offices, departments and agencies of the City; and

WHEREAS, Council has reviewed and approves the report establishing the need to adjust appropriations in the General, Utility, Recreation, and Municipal Court Security Funds.

THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF DIBOLL, TEXAS, THAT:

Section I

The City Council of the City of Diboll, Texas, hereby authorizes and approves an amendment to the 2021/2022 Operating Budget (Budget Amendment No. 02) for the purpose and in the amounts shown in the attached report, the amounts to be appropriated from Fund Balances:

The following are fund summaries of these adjustments for the budget line items that are affected:

General Fund

Current Expenditure Budget -	3,028,695.46
Proposed Expenditure Budget -	3,087,782.96
Decrease to Fund Balance	(59,087.50)
Current Revenue Budget -	2,753,779.83
Proposed Revenue Budget -	2,812,867.33
Increase to Fund Balance	59,087.50
Net effect to fund balance is a decrease of	-

Utility Fund

Current Expenditure Budget -	2,100,827.34

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Proposed Expenditure Budget -	2,100,827.34
Decrease to Fund Balance	-
Current Revenue Budget -	2,712,523.00
Proposed Revenue Budget -	2,712,523.00
Increase to Fund Balance	-
Net effect to fund balance is a decrease of	-

Recreation Fund

Current Expenditure Budget -	2,100,827.34
Proposed Expenditure Budget -	2,100,827.34
Decrease to Fund Balance	-
Current Revenue Budget -	2,712,523.00
Proposed Revenue Budget -	2,712,523.00
Increase to Fund Balance	-
Net effect to fund balance is a decrease of	-

Municipal Court Security Fund

Current Expenditure Budget -	16,300.00
Proposed Expenditure Budget -	37,894.00
Decrease to Fund Balance	(21,594.00)
Current Revenue Budget -	5,000.00
Proposed Revenue Budget -	5,000.00
Increase to Fund Balance	-
Net effect to fund balance is a decrease of	(21,594.00)
Est. Current Fund Balance	32,582.51
Proposed Est. Ending Fund Balance	10,988.51

Section II

The City Council of the City of Diboll, Texas, hereby amends the 2021/2022 Operating Budget in the General, Utility, Recreation, and Municipal Court Security Fund adjusting appropriations as stated in Section 1 above.

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Section III

That this ordinance shall be and become effective immediately upon and after its adoption and approval.

PASSED AND APPROVED by the City Council of the City of Diboll, Texas on this the 11th day of January, 2022.

_____
Trey Wilkerson, Mayor

ATTEST:

_____
Sam Durham, Interim City Secretary

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Samantha Durham
Director of Finance

CITY OF DIBOLL

400 Kenley
PO Box 340
Diboll TX, 75941
(936)829-4757
Fax: (936)829-1179
Email:
sdurham@cityofdiboll.com

Interoffice Memorandum

DATE: **January 11, 2022**

TO: **Mayor and Council Members**

THRU: **Jason Arnold, City Manager**

SUBJ: **2021-2022 Budget Amendment No. 2**

ITEM NO. 1 POLICE DEPARTMENT PATROL CAR REPLACEMENT

We have two (2) Police Patrol Cars that have been totaled in accidents. We have received insurance proceeds to cover the cost of replacement in the amount of $59, 087.50.

Therefore;

- Requesting to increase Budget Line Item 01-03-3970 Reimbursements by $59,087.50 to match revenue received, and
- Requesting to increase Budget Line Item 01-03-4080 Capital Improvements expense by $59,087.50 to replace the two (2) Police Patrol Cars.

This will have no effect on the General Fund Balance.

ITEM NO. 2 SALARY ADJUSTMENTS

First, with the addition of our newest City Manager, our current budget doesn't quite cover the contractual agreement. There are a few areas in our current budget that can be changed in order to cover the shortfall. Budget Line Item 01-01-4860 HR- Onboarding can be reduced since Council decided not to hire a search firm when recruiting the vacant City Manager position. Budget Line Item 03-11-4200 Professional Services was intended for temporary staffing services of a Part-Time Civic Center attendant. With the labor market being as it is today, that position will be almost impossible to fill.

Therefore;

- Requesting to increase Budget Line Item 01-01-4800 Payroll - Salaries by $27,000, and
- Requesting to decrease Budget Line Item 01-01-4860 HR – Onboarding by $12,000, and
- Requesting to decrease Budget Line Item 03-11-4200 Professional Services by $15,000.

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This will require a transfer of funds from the Recreation Fund, back to the General Fund in the amount of $15,000 but will have no effect on either Fund Balance.

In addition, Public Works is requesting transfer of budgeted funds designated for professional temporary staffing services to salaries in order to add an additional Full-Time Operator Position in the Water Utility Department.

Therefore;

- Requesting to increase Budget Line Item 02-09-4800 Payroll - Salaries by $36,000, and
- Requesting to decrease Budget Line Item 02-08-4200 Professional Services by $22,000, and
- Requesting to decrease Budget Line Item 01-10-4200 Professional Services by $14,000.

This will require a transfer of funds from the General Fund, back to the Utility Fund in the amount of $14,000 but will have no effect on either Fund Balance.

ITEM NO. 3 POLICE DEPARTMENT IN-CAR VIDEO SYSTEM 5-YR VIDEO AS A SERVICE

This is a request by the Police Department for five (5) new car cameras and eight (8) new body cameras that include cloud based software. This also includes one (1) LPR license plate reader. This will be a five year service contract. The overall expense is $90,970.00 paid in the first five (5) years of service then an annual renewal of $19,276.00. The amount due this budget year would be $21,594.00; then $17,344.00 the following four (4) years. At year three (3) the agreement will allow replacement of all us body cameras at no cost to us.

Therefore;

- Requesting to increase Budget Line Item 09-02-4320 Security Services by $21,594.00 to cover the first year of service

This will reduce the Municipal Court Fund Balance by $21,594.00 and other funding sources would need to be evaluated for the remainder of the contract.

Fond regards,

Sam Durham
Finance Director

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CAMERON DODGE
2102 THORNTON
CAMERON, TEXAS 76520
972-804-9536 fax 979-567-4376

QUOTE

Customer

Name City of Diboll
Address
City State TX ZIP
Phone

Date 11/19/2021
Order No. CODCAM
Rep BDS
FOB Inc

Qty	Description	Unit Price	TOTAL
2	2021 Charger Pursuit, white V8 with spotlight	$ 27,640.00	$55,280.00
	These units are inbound. They should be here end of Nov to middle December		
	PLEASE MAKE CHECK PAYABLE TO: CAMERON DODGE 2102 THORNTON CAMERON , TEXAS 76520 .		
	TERMS: NET 30		

	Subtotal	$55,280.00
	Shipping & Handling	$600.00
Taxes	State	
	TOTAL	$55,880.00

Payment Details

- ○ Cash
- ◉ Check
- ○ Credit Card

Name
CC #
Expires

Office Use Only

PLEASE REMIT PAYMENT TO CAMERON DODGE

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GRAFIX SHOPPE

3240 Mike Collins Drive
Eagan, MN 55121
888-683-9665 Toll free
651-683-9740 Fax

Quotation

Date	Estimate #
11/16/2021	289483

Bill To
Diboll Police Department attn: Accts Payable PO Box 340 Diboll, TX 75941

Ship To
Diboll Police Department Chief Baker 400 Kenley St. Diboll, TX 75941

Terms	Est. Delivery from art approval	Rep	Project Name
Net 30		Paul	

Qty	Description	Price	Total
2	ULT-2124R reflective vehicle graphic kit for 2020 or 2021 white Dodge Chargers (unit # 2 and 3) (Transparent Blue and Black Version of Graphic Kit with Patch Emblem)	499.00	998.00
1	Shipping/Handling	35.00	35.00

This estimate is based on plans and specifications provided at the time the estimate was given. Changes requested by the customer may cause a change in the quoted price. Freight will be added to the invoice unless other arrangements are made. This quote is valid for 30 days.

Authorization Signature and Date

X _____

Subtotal	$1,033.00
Sales Tax (0.00)	$0.00
Total	**$1,033.00**

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STOP STICK®

Quotation

Quote Number	2021-17725
Terms	Net 30 Days
Date	11/18/2021
Sales Person	Cyndi Alley
Valid Until	12/18/2021
Shipping	Fedex
Contract Number	
Cooperative	

Ship To

Norman Williams
Diboll Police Department
400 Kenley
Diboll, TX 75941
United States
936-829-5586
nwilliams@cityofdiboll.com

Bill To

Norman Williams
Diboll Police Department
PO Box 340
Diboll, TX 75941
United States
936-829-5586
nwilliams@cityofdiboll.com

#	Qty.	Product	Item Code	Unit Price	Ext. Price
1	2	9' Stop Stick Rack Kit - Red	S3011K	$ 465.00	$ 930.00

Quotation Totals

Currency:	US Dollar
Subtotal:	$ 930.00
Shipping Provider:	Fedex
Shipping and Handling:	$ 37.00
Total:	$ 967.00

Quotation Accepted By

Quote Number	2021-17725
P.O. Number	
Tax Exempt #	Tax Exempt
Print Name	_____
Title	_____
Signature	_____
Date	_____

Unless otherwise stated, sales are U.S. Dollars, EXW Harrison, OH. Payment Net 30 Days from ship date.

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Texas Municipal League
Intergovernmental Risk Pool
Joint Self Insurance Fund
1821 Rutherford Lane
Austin, TX 78754
(512) 491-2300

Frost Bank
Parkdale

88-2322/1149
59

Date	Number
11/17/21	09050773

AU0000000155192

Amount
$*****29,025.00

Pay TWENTY NINE Thousand TWENTY FIVE Dollars and ZERO Cents

To City of Diboll
PO Box 340
Diboll, TX 75941-0340

Void After 90 Days

SIGNATURE HAS A COLORED BACKGROUND • BORDER CONTAINS MICROPRINTING

"09050773" :114923222: 29 9990348"

CLAIM NUMBER INVOICE NUMBER	PAYMENT FOR	FOR THE PERIOD	AMOUNT	ADJUSTER LINE CATEGORY
AU0000000155192	Diboll		30,025.00	SCurby Vehicle
AU0000000155192	Diboll		-1,000.00	SCurby Deductible

City of Diboll 09050773 29,025.00 11/17/21

1376899

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THIS CHECK IS NOT AUTHENTIC UNLESS IT CONTAINS A BLUE TO GREEN BACKGROUND AND AN ARTIFICIAL WATERMARK ON THE BACK. HOLD AT AN ANGLE TO VIEW WATERMARK.

Texas Municipal League
Intergovernmental Risk Pool
Joint Self Insurance Fund
1821 Rutherford Lane
Austin, TX 78754
(512) 491-2300

Frost Bank
Parkdale
89-2322/1149
59

Date	Number
11/03/21	09050005

AU0000000154952

Amount
$*****30,062.50

Pay THIRTY Thousand SIXTY TWO Dollars and FIFTY Cents

To City of Diboll
400 Kenley Dr
Diboll, TX 75941-0340

Void After 90 Days

SIGNATURE HAS A COLORED BACKGROUND - BORDER CONTAINS MICROPRINTING

⑈09050005⑈ ⑆114923222⑆ 29 9990348⑈

CLAIM NUMBER INVOICE NUMBER	PAYMENT FOR	FOR THE PERIOD	AMOUNT	ADJUSTER LINE CATEGORY
AU0000000154952	Diboll		31,062.50	trang.duong Vehicle
AU0000000154952	Diboll		-1,000.00	trang.duong Deductible

City of Diboll	09050005	30,062.50	11/03/21

L376352

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PRODUCT PRICING SUMMARY BASED ON CONTRACT

BUYBOARD #601-19

Grapevine Dodge Chrysler Jeep 2601 William D Tate, Grapevine, TX 76051

End Use: CITY OF DIBOLL

Rep: Dennis Thomas

Contact: WILLIAMS

Phone: 817-410-7541

Phone/Email: NWILLIAMS@CITYOFDIBOLL.COM

Email: dthomas@grapevinedcj.com

Product Description: 2022 CHARGER V6 AWD R1

Date: 11/16/2021

A. Bid Series: CHARGER POLICE

A. Base Price: 21,733

B. Published Options [Itemize each below]

Code	Options	Bid Price	Code	Options	Bid Price
LDEE48	CHARGER POLICE AWD	5,760	28A	3.6L V6	STD
Pw7	WHITE	NC	X5X9	CLOTH FRONT/VINYL REAR	116
GXA	ADDITIONAL KEYS	146	CW6	DEACTIVATE REAR DOORS	73
LNF/LNX	LED SPOTLAMP	349			
				Total of B. Published Options:	6,444

C. Unpublished Options $= 0.0%

Options	Bid Price	Options	Bid Price
		Total of C. Unpublished Options:	

D.	Pre-delivery Inspection:		
E.	Texas State Inspection:		$
F.	Manufacturer Destination/Delivery:		$
G.	Floor Plan Interest (for in-stock and/or equipped vehicles):		$
H.	Lot Insurance (for in stock and/or equipped vehicles):		$
I.	Contract Price Adjustment:	2020-2021 COST INCREASE	$1,980
J.	Additional Delivery Charge:	_____ miles	FOB GRAPEVINE
K.	Subtotal:		$30,157
L.	Quantity Ordered 2 x K =		$60,314
M.	Trade in:		
N.	BUYBOARD Administrative Fee ($400 per purchase order)		$400.00
O.	TOTAL PURCHASE PRICE INCLUDING BUYBOARD FEE		$60,714

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Samantha Durham

From: Norman Williams <nwilliams@cityofdiboll.com>
Sent: Thursday, December 9, 2021 1:10 PM
To: Samantha Durham
Subject: New Unit and Body Cameras

Flag Status: Flagged

Sam, as we have discussed the cameras we currently have are outdated and no longer have any service or warranty. The new cameras will equip each car with a new undated camera and enough new updated body cameras for each officer.

These cameras will have new service and warranty agreements, will have updated storage capabilities to assist with security issues from hacking or ransomware, and the ability to help with redaction of sensitive information for the public's privacy concerns and security issues when requested for Public Information Request and Court purposes.

As You are aware we have recently had a critical incident in which vital information was not captured because of the malfunctioning and out of date cameras, this new system will help eliminate these future issues. It will also improve and deliver what the court needs and requires for a successful prosecution, the confirmation or elimination of personnel complaints, and give the city and community the service they request and deserve.

If you have any further questions or if I can help in any other way, please contact me.

--

"Police are the public and the public are the police. The police being only members of the public who are paid to give full-time attention to duties that are incumbent on every citizen in the interest of community welfare and existence." **– Sir Robert Peel**

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Stay Safe,

Norman Williams

Assistant Chief of Police
Diboll Police Department
Po Bx 340 / 400 Kenley
Diboll, Tx 75941

Ph: (936) 829-5586
Fx: (936) 829-5436

Disclaimer: This electronic message may contain information that is Proprietary, Confidential, or legally privileged or protected. It is intended only for the use of the individual(s) and entity named in the message. If you are not an intended recipient of this message, please notify the sender immediately and delete the material from your computer. Do not deliver, distribute or copy this message and do not disclose its contents or take any action in reliance on the information it contains. Any views expressed in this email are the personal opinions of the author and do not represent those of the Diboll Police Department.

Please note that any correspondence, such as e-mail or letters, sent to City Staff or City Officials may become a public record available for public/media review.

Attention Elected and Appointed Officials

A "Reply to All" of this e-mail may violate the Texas Open Meetings Act. Please reply only to the sender.

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Samantha Durham

From: Julie Alston <jalston@cityofdiboll.com>
Sent: Thursday, December 9, 2021 10:52 AM
To: Samantha Durham; Norman Williams; Jason Arnold
Subject: Municipal Court Tech/Security Funds

Flag Status: Flagged

Sam,

I spoke with Chief Norman Williams at Diboll Police Department about the need for cameras for officers and vehicles. I will approve this expenditure to be paid from the Municipal Court Security and/or Technology Funds. It is my understanding that the payment now will be for the first year's provision of these cameras, but I have no objection for these court funds to be used in the future, if needed, and if there are adequate funds available.

Julie Alston

--

Julie Alston
Municipal Judge
City of Diboll
400 E. Kenley
P. O. Box 340
Diboll, Texas 75941
(936) 829-4761
(936) 829-1179
email: jalston@cityofdiboll.com

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MOTOROLA SOLUTIONS

Quote For:

Diboll Police Department
Attn: Norman Williams

Reference:
VaaS (5)M500 bundle (8)V300

Quote By:

WatchGuard Video / Motorola Solutions
Andy Tarbutton

Date: 11-19-21

Serving Law Enforcement with the Most Compelling, Quality Video Products

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WatchGuard Video
415 E. Exchange
Allen, TX 75002
(P) 800-605-6734 (F) 212-383-9661

MOTOROLA SOLUTIONS

Prepared For:
Diboll Police Department - Attention: Norman Williams
VaaS (5)M500 bundle (8)V300

QUOTATION - WAT-0391-02

DATE: 11-19-21

Hardware

Deliverables / Materials / Services	Qty	Sell Price	Amount
M500 In-car video system with Integrated V300 Body-worn camera and Command Central Evidence - 5 Year Video-as-a-Service Package @ $205 per Month	5	$12,300.00	$61,500.00

AAS-M5-BWC-5YR

Video-as-a-Service Bundle includes the cloud-based evidence management system, with unlimited storage and unlimited cloud sharing.

- 1 User License per bundle.
- CommandCentral Evidence, capture, records, redaction and community engagement capabilities included.

V300 Body-worn camera (choice of mount)

- Third year technology (Hardware) refresh.

M500 In-Car Video System

- M500 with 1TB DVR, 5" touch display, front camera with 4k sensor, infrared cabin camera,
- HiFi wireless microphone kit, MikroTik WiFi Kit & Smart Power Switch

5-year agreement (billed Quarterly or Annually)

No-Fault hardware warranty, Advanced hardware replacement service & 24/7 support

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Body-worn camera and evidence management software - 5 Year Video-as-a-Service Package @ $49 per Month	**3**	**$2,940.00**	**$8,820.00**

AAS-BWC-5YR-001

Video-as-a-Service includes CommandCentral Evidence, the cloud-based evidence management system with unlimited device storage and unlimited cloud sharing.

- 1 User License per Body Worn Camera.
- 50 GB of non-device storage included per device, averaged across all devices in the program
- CommandCentral Evidence, Records, Redaction, Sharing, Community Engagement capabilities and capture application included.

Body-worn camera (battery + choice of mount included)

Third year technology (Hardware) refresh.

5-year agreement (billed Quarterly or Annually)

Advanced hardware replacement service & 24/7 support

No-Fault hardware warranty

Subtotal Price	**$70,320.00**

Accessories

Deliverables / Materials / Services	Qty	Sell Price	Amount
Transfer Station (8 Bay) Video-as-a-Service Package @ $30 per Month	**1**	**$0.00**	**$0.00**

AAS-BWC-XFS-DOC

8-Bay Ethernet Transfer Station

- Ethernet Cable, Rack mount (optional) & Power Cord

V300, Battery, Removable and Rechargeable, 3.8V, 4180 mAh	**8**	**$0.00**	**$0.00**

VIS-300-BAT-RMV

Subtotal Price	**$0.00**

LPR

Deliverables / Materials / Services	Qty	Sell Price	Amount

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Investigative Data Platform - Annual Subscription for up to 25 Sworn - State and Local	1	$4,250.00	$4,250.00

VS-IDP-01B

Commercial LPR Data access - For up to 25 Sworn

- Access to all Vigilant commercially acquired national vehicle location data
- Unlimited use by authorized agency personnel to complete suite of LEARN data analytics
- Includes full use of hosted/managed LPR server account via LEARN

FaceSearch with Vigilant Image Gallery Access For up to 25 Sworn

- Access to all agency/shared images and Vigilant Image Gallery
- Unlimited use by authorized agency personnel to all FaceSearch tools
- Image gallery of up to 5,000 images

M500 Basic ALPR VaaS	5	$2,580.00	$12,900.00

AAS-M5-ALPR-01

$43 / month + $500 remote commissioning (up to 5 units) CarDetector Mobile, Vigilant PlateSearch (agency data only) Includes free 90-day trial to Investigative Data Platform (IDP)

Subtotal Price	**$17,150.00**

Installation

Deliverables / Materials / Services	Qty	Sell Price	Amount
Managed Software Installation Service; On-Site Assist Install, Training, Configuration, Project Management, Consultation	1	$3,500.00	$3,500.00

WGW00122-400

Subtotal Price	**$3,500.00**

Deliverables / Materials / Services	Qty	Sell Price	Amount
Shipping/Handling and Processing Charges	1	$0.00	$0.00

Freight

Subtotal Price	**$0.00**

Due Now	**$4,250.00**
Annual Invoice	**$17,344.00**

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Notes:

1. This Quote is valid for 90 days from the Quote Date. Pricing may change thereafter.
2. Any sales transaction resulting from this Quote is based on and subject to the applicable Motorola's Standard Terms and Conditions, notwithstanding terms and conditions on purchase orders or other Customer ordering documents.
3. Motorola's Standard Terms and Conditions are found at www.motorolasolutions.com/product-terms.
4. Payment Terms: Equipment-Net 30 days upon shipment; Installation-Net 30 days upon completion; Services and Subscription Agreements-Net 30 days from receipt of Order.
5. The pricing in this Quote does not include any applicable taxes (e.g. sales/use tax).
6. UNLESS OTHERWISE NOTED IN THIS QUOTE / ORDER, INSTALLATION OF EQUIPMENT IS NOT INCLUDED

Quoted by:
Andy Tarbutton - Inside Territory Sales Representative - 469-640-5250 - andy.tarbutton@motorolasolutions.com

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Quote ID: WAT-0391-02 – Pricing Summary – 11-19-21

Total Spend:

Due Now	$4,250.00
Year 1 Invoice(s)	$17,344.00
Years 2-5 Invoice(s) (Pay Each Year)	$17,344.00
Total Spend	***$90,970.00***

Purchase as a Service (PaaS) Financial Profile

Total Price:	$86,720.00
Contract Term:	5 Years
Monthly Payments:	$1,445.33
Annual Invoice:	***$17,344.00***

Deferred

Total Price	$90,970.00
Direct Purchase Items	$4,250.00
Deferred (5 Payments of $17,344.00)	***$86,720.00***

Due Now

Direct Purchase Items	$4,250.00
Due Now	***$4,250.00***

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WatchGuard Video
415 E. Exchange
Allen, TX 75002
(P) 800-605-6734 (F) 212-383-9661

MOTOROLA SOLUTIONS

Prepared For:
Diboll Police Department - Attention: Norman Williams
Costs Post Video-as-a-Service

QUOTATION - WAT-0397-01

DATE: 11-30-21

Deliverables / Materials / Services	Qty
CommandCentral Evidence PLUS - One (1) Year Subscription	**13**
SSV00S02601A-01 Digital Evidence Management Field Response Application Records Management PLUS these additional features: Advanced Tools: Redaction, Transcription, and Reporting Community Interaction Tools Case Sharing Capabilities One (1) Year Subscription Duration Priced Per Named User (Qty = # of Users)	
Investigative Data Platform - Annual Subscription for up to 25 Sworn - State and Local	**1**
VS-IDP-01B Commercial LPR Data access - For up to 25 Sworn Access to all Vigilant commercially acquired national vehicle location data Unlimited use by authorized agency personnel to complete suite of LEARN data analytics Includes full use of hosted/managed LPR server account via LEARN FaceSearch with Vigilant Image Gallery Access For up to 25 Sworn Access to all agency/shared images and Vigilant Image Gallery Unlimited use by authorized agency personnel to all FaceSearch tools Image gallery of up to 5,000 images	
AdvancedPlus LPR Annual Service Fee -- Must order with Vigilant Annual Data Sharing for Law Enforcement - State & Local and Investigative Data Platform	**5**
SVC-LPR-ADV-PLS Automatic License Plate Recognition using M500 Front camera to read license plates and query Agency Data, Shared Law Enforcement and Commercial Data. • Service per Vehicle per Year • Includes Investigative Data Platform (IDP). • Must order with Vigilant Annual Data Sharing Subscription for Law Enforcement - State and Local and Investigative Data Platform (IDP).	

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CC Evidence Unlimited Data Storage for ICV **5**

SSV00S02784A

Unlimited for In Car Video

Priced Annually: $52 per car per month

CC Evidence Unlimited Data Storage for BWC **8**

SSV00S02785A

Unlimited for Bodyworn Cameras

Priced Annually: $32 per user per month

Total Price	$19,276.00

Notes:

1. This Quote is valid for 90 days from the Quote Date. Pricing may change thereafter.
2. Any sales transaction resulting from this Quote is based on and subject to the applicable Motorola's Standard Terms and Conditions, notwithstanding terms and conditions on purchase orders or other Customer ordering documents.
3. Motorola's Standard Terms and Conditions are found at www.motorolasolutions.com/product-terms.
4. Payment Terms: Equipment-Net 30 days upon shipment; Installation-Net 30 days upon completion; Services and Subscription Agreements-Net 30 days from receipt of Order.
5. The pricing in this Quote does not include any applicable taxes (e.g. sales/use tax).
6. UNLESS OTHERWISE NOTED IN THIS QUOTE / ORDER, INSTALLATION OF EQUIPMENT IS NOT INCLUDED

Quoted by:
Andy Tarbutton - Inside Territory Sales Representative - 469-640-5250 - andy.tarbutton@motorolasolutions.com

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CITY OF DIBOLL
PUBLIC HEARING NOTICE

Notice of Public Hearing for the Diboll City Council, scheduled for Tuesday, January 11, 2022 at 5:15 pm at the City Hall Chambers, located at 400 Kenley, Diboll, Texas.

The City of Diboll is submitting to the Diboll City Council for Consideration and possible action to approve the first reading of Ordinance 2022-01-002 to abandon a portion of Cooper Street deemed to not have a public use.

Citizens unable to attend this meeting may submit their views and proposals to the attention of Mayor Trey Wilkerson at the Diboll City Hall, 400 Kenley, Diboll, Texas 75941. Persons with disabilities that wish to attend this meeting should contact the City Hall to arrange for assistance.

Individuals who require auxiliary aids or services for this meeting should contact the City Hall at least two days before the meeting so that appropriate arrangements can be made. Para más información en español, comuníquese con Diboll City Hall al (936) 829-4757.

Sam Durham

Sam Durham, CGFO, CPM
Interim City Secretary
City of Diboll

I certify that this Public Hearing Notice was posted in a glass-enclosed case in front of City Hall at 400 Kenley Street, Diboll, Texas, and available for viewing by the public prior to 5:00 p.m. on **January 7, 2022** as well as at the City's website at www.cityofdiboll.com.

This facility is wheelchair accessible and accessible parking spaces are available. Request for accommodations or interpretive services must be made 48 hours prior to this meeting. Please contact the City Secretary Office at (936)829-6802 or (936)829-4757 for further information.

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ORDINANCE NO. 2022-01-002

AN ORDINANCE CLOSING, ABANDONING AND VACATING A PORTION OF STREET RIGHT-OF-WAY IN THE CITY OF DIBOLL, TEXAS

WHEREAS, the property described on Exhibit "A" and Exhibit "B" is a City of Diboll public street right-of-way; and

WHEREAS, the City no longer has use of the property as a street right-of-way and intends to abandon same; and

WHEREAS, the adjoining property owner of land to the south of Cooper Street whose property may only be accessed by said portion hereinafter described, shall receive ownership of the property located in the street; and

WHEREAS, the City Council of the City of Diboll, Texas has determined that no advantage accrues to the City of Diboll or the public by keeping said portion of the street open and it should be closed; and;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF DIBOLL, TEXAS, vacate, close and abandon the portion of street right-of-way on Cooper Street described as follows, and agrees to convey unto the said adjoining property owner all that certain tract or parcel of land described as follows, to wit:

Being the property described in the field notes attached hereto and incorporated herein as if quoted verbatim and marked Exhibit "A" and Exhibit "B" subject to an easement for existing utilities.

The City Manager of the City of Diboll is hereby authorized to execute deeds to the adjoining owner.

PASSED and APPROVED on First Reading on this 11th day of January 2022.

_____
Trey Wilkerson, Mayor

ATTEST:

_____
Sam Durham, Interim City Secretary

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STATE OF TEXAS §
ANGELINA COUNTY §
CITY OF DIBOLL §

PASSED, APPROVED and ADOPTED on Second Reading on this ___ day of _____ 2022.

_____
Trey Wilkerson, Mayor

ATTEST:

_____
Sam Durham, Interim City Secretary

STATE OF TEXAS §
ANGELINA COUNTY §
CITY OF DIBOLL §

_____
John Sloan, City Attorney

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EXHIBIT A

BEGINNING At the southwest corner of 602 Devereaux Street, legally described as 3115 ANTHONY BEN BLK 8 LOT 4 – 5;

THENCE Extending east to the southeast corner of 602 Devereaux Street, legally described as 3115 ANTHONY BEN BLK 8 LOT 4 – 5;

THENCE Extending south along the eastern most property line of City of Diboll property legally described as ABS 0038 PRADO J. A.,TRACT 40,ACRES 50.582,EXEMPT;

THENCE Extending west to the northwest corner of 606 Cooper Street, legally described as 3115 ANTHONY BEN BLK 9 LOT 1 & ABS 0038 PRADO J A, TRACT 39 - 39.1;

THENCE Extending north to the southeast corner of 602 Devereaux Street, legally described as 3115 ANTHONY BEN BLK 8 LOT 4 – 5.

Area is approximately .17 acres



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EXHIBIT B



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City of Diboll Volunteer Fire Department

2021 December Council Report

Dec 7th

- Pledge (Reembrace of Pearl Harbor Day)
- Incident Reports
- Business Meeting Minutes:
  1. Call to order 6pm
  2. Review YTD Incidents (117) types and time
  3. Allegiance Ambulance Service will begin Jan 2022
  4. Reviewed Eligibility to vote 8 achieved 50% Meetings and 25% Incidents
  5. Extrication Class 6pm Fuller Springs FD (Hwy 69S) Dec. 10,11,12.
  6. Discussion on Trucks – Extended Warranty ???? Joe Parish
  7. **Moved to election of:**

     2022 Officers DVFD

     Chief – Aaron Smith

     Asst. Chief – Darrell Roberts

     1st Capt. – Sam Coleman

     2nd – Capt. – Grady Courtney

     Sargent at Arms – Raymond Ryan

     Recording Sec. – Robbie Franks

     Secretary Treasure – Ruben Terrazas

     Training Officer / Public Relations – Larry Lucas

     Safety – Keith Dover
  8. Motion to Adjourn

  Firemen present (16)

Dec. 14th

- Incidents Reports

Dec. 21st & 28th Christmas Holiday (NO MEETINGS)

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City of Diboll Volunteer Fire Department

December Emergency Incidents (6)

Dec 11 21:52

- **Call # 21011422**
  1200 Maynard St
  Power lines on roadway
  10/50 car hit power pole
  In City
  Diboll Fire personnel responded ()

Dec 12 14:12

- **Call # 21011453**
  221 Tidwell Rd
  Smoke in home (Fire place flue not open)
  No Fire
  Out City
  Diboll Fire personnel responded (8)

Dec 16 11:08

- **Call # 21011614**
  FM 2108 Between Andrews Lane and Fairview Dr
  10/50
  Out City
  Diboll Fire personnel responded ()

Dec 19 11:41

- **Call # 21011737**
  123 Wells
  Smoke under home (Dryer Lent in vent)
  No Fire
  In City
  Diboll Fire personnel responded (7)

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City of Diboll Volunteer Fire Department

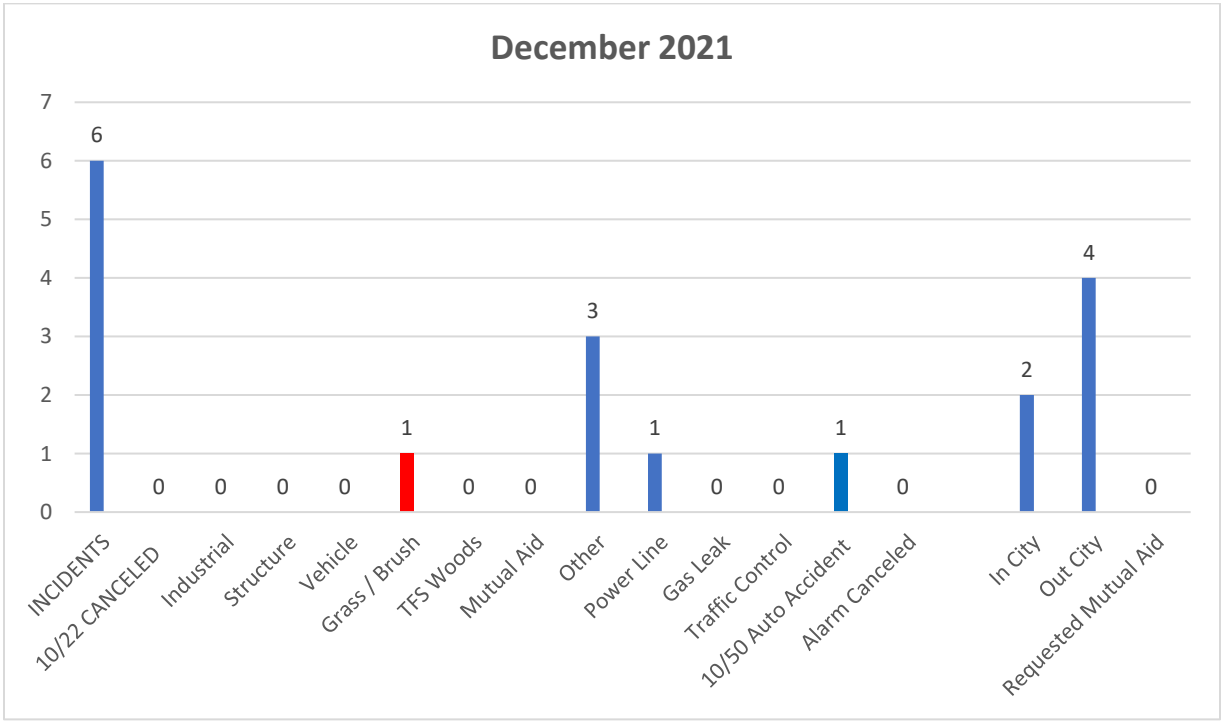
Dec 23 11:57

- **Call # 21011887**
  707 Pinewood
  Grass and Leaves
  In City
  Diboll Fire personnel responded (2)

Dec 25 23:05

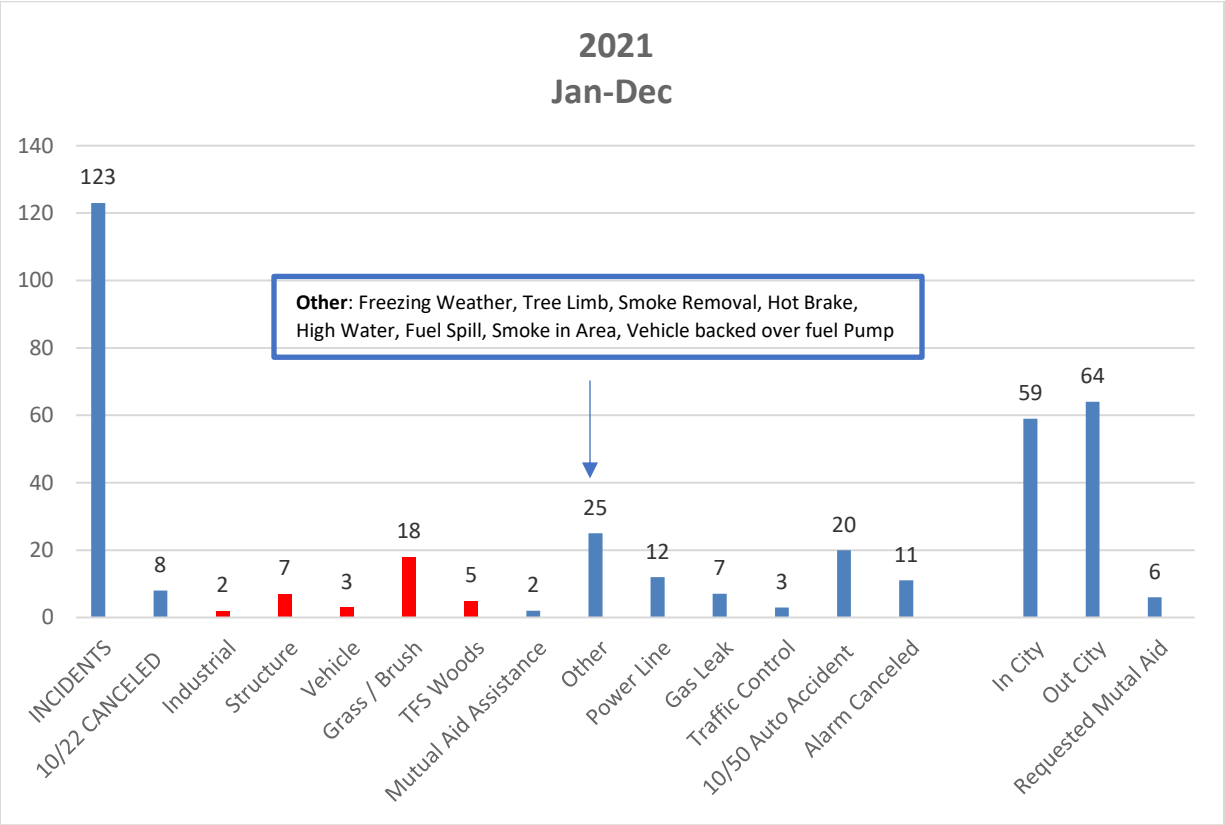
- **Call # 21012006**
  123 Wells St
  House full of Smoke (no fire – heating unit element)
  In City
  Diboll Fire personnel responded (6)

Larry Lucas
Training Officer 2022



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City of Diboll Volunteer Fire Department



Incidents 2021

16	12-6 am	21 % Incidents am
11	6-12 am	
57	12-6 pm	78 % Incidents pm
39	6-12 pm	
15	Mon	
21	Tue	51 % Incidents Monday - Thursday
14	Wed	
13	Thr	
28	Fri	
16	Sat	49 % Incidents Friday-Saturday-Sunday
16	Sun	

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Call Type Analysis

1/1/2021 - 12/31/2021

Call Type	00	01	02	03	04	05	06	07	08	09	10	11	12	13	14	15	16	17	18	19	20	21	22	23	Total
911 HANG UP	3	2	2	3	0	2	2	4	3	2	3	4	3	5	4	3	5	3	2	4	9	2	4	1	75
911 OPEN LINE	1	5	1	0	0	0	2	3	6	5	9	2	9	4	8	16	5	7	3	3	5	1	4	1	100
ABANDONED VEHICLE	1	1	0	0	0	0	0	2	0	0	0	1	0	2	0	1	0	1	0	2	0	0	1	0	12
ACCIDENT NO DAMAGE	0	0	1	0	1	1	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0	1	2	0	7
AGENCY ASSIST	4	3	1	4	3	2	2	3	0	5	10	7	5	2	5	9	6	0	3	8	1	11	5	11	110
ALARM	8	8	10	5	3	15	13	8	22	13	14	7	12	10	9	13	11	9	10	5	11	6	9	11	242
AM MESSAGE	5	5	1	1	0	4	4	2	2	6	8	6	2	7	12	11	10	7	9	6	7	3	9	6	133
ANIMAL CONTROL OTHER	0	0	0	0	0	0	2	10	6	7	7	3	5	5	5	7	2	3	1	1	2	0	6	1	73
ANIMAL CRUELTY	0	0	0	0	0	0	0	0	1	0	0	1	0	1	1	0	1	0	0	1	0	0	0	0	6
ANIMAL PROBLEM	1	1	0	2	1	1	2	9	13	11	16	6	7	7	9	11	10	4	13	8	1	7	4	2	146
ASSAULT	1	3	0	0	0	2	0	1	1	0	2	0	1	1	1	0	1	1	2	0	0	2	2	2	23
ASSIST CITY CREW/PUBLIC WORKS	0	1	0	0	0	0	0	0	2	1	0	0	0	0	0	0	0	1	5	4	1	2	3	0	20
ASSIST MOTORIST	7	6	4	2	3	3	6	7	5	4	8	5	6	3	11	5	13	6	13	11	4	12	5	9	158
ASSIST PUBLIC	5	2	1	3	2	1	2	3	3	3	7	4	2	4	3	2	5	7	2	9	8	2	3	3	86
AUTO THEFT /UUMV	1	0	2	0	0	1	0	1	0	0	0	2	1	0	0	1	0	0	0	0	2	1	1	1	14
BURGLARY	0	1	2	0	2	1	3	4	1	1	1	1	1	1	2	0	2	2	2	1	0	2	1	3	34
BURGLARY IN PROGRESS	0	1	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	1	0	2	6
CIVIL PROBLEM	0	1	2	1	0	2	2	1	2	2	6	4	2	9	8	7	6	12	8	12	6	4	1	3	101
CIVIL STANDBY	0	0	0	0	0	0	0	0	0	0	0	0	0	1	2	0	1	3	1	0	0	1	0	0	9
COURTESY TRANSPORT	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0	0	2
CRIMINAL MISCHIEF	2	0	1	2	1	0	1	2	3	1	6	1	3	0	3	3	0	0	5	3	1	2	0	0	40
CURFEW	0	0	0	0	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	3
CUSTODY	0	0	0	0	0	0	0	1	0	7	0	1	2	5	1	0	1	2	7	2	3	3	2	0	37
DAMAGED PROPERTY	0	0	0	0	0	1	0	0	0	0	0	0	1	0	1	0	1	1	0	1	1	0	1	0	8
DEATH	0	0	0	0	0	0	0	0	0	0	2	0	0	0	0	0	0	0	0	1	0	0	0	2	5
DEPARTMENT ACTIVITY	0	1	0	0	0	0	0	0	0	1	0	0	0	1	0	0	1	0	0	0	0	0	0	0	4
DFPS / CPS / APS	0	1	1	0	1	7	2	1	1	0	4	2	5	2	5	10	7	5	1	3	1	0	2	3	64
DISTURBANCE	8	4	2	2	1	2	0	1	1	7	5	6	6	5	6	2	5	12	8	8	8	12	8	4	123
DOMESTIC PROBLEM	0	0	0	1	0	1	0	1	0	0	1	1	0	0	1	2	1	0	0	1	2	0	0	0	12
E.P.O.W.	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0	0	2	0	0	3
EMERGENCY MANAGEMENT	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1
EMS	10	11	10	5	5	5	16	12	12	16	14	25	16	20	23	25	23	19	11	16	8	11	11	6	330
ESCORT	0	0	0	0	0	0	0	0	7	12	4	10	10	4	5	1	1	0	0	1	1	0	0	2	58
FAMILY DISTURBANCE	1	0	0	0	0	0	0	1	1	0	3	1	0	1	1	0	1	1	1	0	0	0	0	0	12
FIGHT	0	1	0	0	0	0	0	0	1	1	0	1	0	0	0	0	1	1	4	4	0	0	2	0	16
FIRE-BUILDING	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0	1	0	1	1	0	0	0	0	0	4
FIRE-GRASS	1	0	0	0	1	0	1	0	0	0	0	2	2	3	4	5	2	2	1	1	0	0	0	0	25
FIRE-HOUSE	0	0	0	0	0	0	0	0	0	0	1	2	0	0	1	0	0	1	0	0	0	0	0	0	5
FIRE-OTHER	2	2	0	1	0	2	1	1	2	5	2	1	7	3	5	0	2	175	15	5	5	4	2	2	244
FIRE-STRUCTURE	0	0	0	0	0	0	0	0	0	0	0	1	0	2	0	0	1	0	2	0	0	0	0	0	6
FIRE-VEHICLE	0	0	0	0	0	0	0	0	0	1	1	1	0	1	0	0	1	1	1	1	1	0	0	0	9
FIREWORKS	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	1	2	5	5	16
FLOODED STREET	0	0	2	1	1	2	0	0	0	0	0	0	1	0	0	0	0	0	1	4	2	3	0	0	17
FOLLOWUP INVESTIGATION	1	0	0	0	1	1	2	5	8	12	21	14	12	10	10	12	10	4	11	3	1	4	3	2	147
FORGERY	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	1
FOUND PROPERTY	0	0	0	0	0	0	1	1	0	0	3	0	1	0	0	0	1	1	2	3	2	0	0	0	15
FRAUD	0	0	0	0	0	0	0	0	1	3	10	9	5	3	9	10	1	4	3	1	1	2	0	0	62
GAS LEAK	0	0	0	0	0	0	0	0	0	2	0	1	0	1	0	0	1	1	1	1	1	0	0	0	9
GUN RANGE UNLOCK	0	0	0	0	0	0	0	1	6	4	5	4	6	4	5	1	0	0	0	0	0	0	0	0	36
HARASSMENT	1	0	1	1	0	0	0	0	0	3	5	3	0	5	4	2	3	5	0	3	1	0	1	1	39
HEALTH/SAFETY	2	1	0	1	0	1	1	0	1	1	5	3	1	5	1	1	1	2	2	5	1	1	3	1	40
HIT AND RUN ACCIDENT	1	0	0	0	0	0	0	0	1	0	2	0	0	3	1	0	0	0	2	1	1	0	1	0	13
HIT/RUN, INJURY	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	1
HIT/RUN, PUBLIC PROPERTY DAMAGE	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0	1
HIT/RUN, VEHICLE DAMAGE	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	1	0	0	0	0	0	0	2
HOLDUP/PANIC ALARM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0	0	1	0	0	0	0	0	2
HOUSING AUTHORITY MAINTENANCE	3	0	2	1	0	0	1	2	8	13	12	18	8	11	6	9	16	22	21	17	14	13	5	3	205
INFORMATION	0	1	0	2	1	0	2	3	6	16	7	9	12	10	7	9	18	5	6	3	5	2	2	4	130
Totals	522	471	416	392	331	244	278	469	527	620	615	503	356	517	625	586	531	567	541	696	619	586	683	618	12313

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Call Type	00	01	02	03	04	05	06	07	08	09	10	11	12	13	14	15	16	17	18	19	20	21	22	23	Total
JUVENILE PROBLEM	0	1	0	1	0	1	1	5	1	5	5	1	1	1	5	3	7	10	7	2	7	6	7	4	81
KIDNAPPING	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	1
LIFT ASSIST	1	2	0	2	1	1	6	5	4	4	1	4	3	4	1	2	4	5	3	2	3	3	1	1	63
LITTERING/DUMPING	0	1	0	0	0	0	0	0	0	0	2	1	1	2	1	0	0	1	0	2	1	0	1	0	13
LOITERING	0	0	0	0	0	0	0	0	0	0	1	1	0	0	0	0	0	2	0	0	0	0	0	0	4
LOOSE LIVESTOCK	0	0	0	0	0	1	1	0	0	0	3	0	2	0	1	0	0	2	2	0	0	0	1	0	13
LOUD MUSIC/NOISE	9	6	4	0	2	2	2	0	0	1	0	2	2	0	2	0	0	2	4	2	13	6	10	18	87
MEDICAL	3	1	4	1	0	5	1	4	1	2	1	2	0	2	2	1	1	2	7	0	6	6	7	6	65
MISSING PERSON	0	0	0	0	0	0	0	0	0	1	0	0	2	1	0	0	0	0	2	0	0	0	1	0	7
MORALS/DECENCY CRIMES	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	1	0	0	0	0	0	0	0	2
NO CALL TYPE	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	2	0	0	0	0	3
OPEN DOOR	3	4	0	3	0	0	0	0	0	0	2	0	1	1	0	2	0	1	1	1	2	0	2	4	27
OPEN LINE	0	0	0	0	0	0	0	0	0	0	1	0	1	1	1	2	0	0	0	0	0	0	1	0	7
ORDINANCE VIOLATON	0	0	0	0	0	0	0	0	1	1	0	1	0	1	0	0	5	0	0	1	0	1	0	0	11
PATROL REQUEST	115	147	134	147	133	85	31	37	9	23	21	15	10	10	24	20	16	6	63	131	164	131	151	130	1753
POSSESSION OF DRUG PARAPHERNALLIA	0	0	0	0	1	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	2
POWERLINE DOWN	0	0	0	0	0	0	0	0	0	4	3	1	1	2	1	1	1	3	1	0	0	1	0	1	20
PROPERTY	0	0	0	0	0	0	0	1	0	2	3	4	5	1	2	3	6	1	7	0	1	2	0	0	38
PROPERTY CRIMES	0	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	1
PROTECTIVE ORDER ENTRY	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0	1	0	0	2
PUBLIC INTOXICATION	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	1	2
PUBLIC PEACE	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0	1
PUBLIC SERVICE	0	0	0	0	0	0	0	0	0	1	0	1	1	0	0	0	0	0	0	1	0	0	0	0	4
RECKLESS DRIVER	10	12	4	4	3	8	14	11	12	13	11	16	12	25	33	28	26	30	24	21	12	23	16	17	385
ROLLING 10-28	36	21	32	24	11	14	11	37	39	36	36	31	22	33	47	31	33	18	19	39	14	13	25	37	659
RUNAWAY JUVENILE	0	1	0	1	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	1	0	0	0	0	4
SCHOOL OFFENSES	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0	0	1	0	0	0	0	0	0	2
SECURITY CHECK	7	3	3	1	1	2	5	4	3	5	9	5	7	6	7	7	7	9	3	7	8	1	5	8	123
SEX OFFENDER	0	0	0	0	0	0	0	0	0	0	1	0	3	1	1	1	0	1	0	0	0	0	0	0	8
SEX OFFENDER REDISTRATION	0	0	0	0	0	0	0	0	4	1	1	0	2	1	1	0	0	0	0	0	0	0	0	0	10
SEXUAL ASSAULT	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	1	0	0	1	0	0	3
SHOPLIFTER	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	1
SHOTS FIRED	7	3	1	4	0	0	0	0	0	0	1	1	1	0	1	2	1	1	1	0	2	3	6	3	38
STOLEN PROPERTY	0	0	0	0	0	0	0	1	3	2	0	1	0	2	3	4	0	1	1	1	0	0	0	0	19
STOLEN VEHICLE	0	0	0	0	1	0	0	0	0	1	0	0	1	0	0	0	0	0	1	1	0	0	0	0	5
STREET/ROADWAY PROBLEM	0	3	0	2	0	3	1	5	4	2	5	5	4	7	6	5	5	6	2	0	0	0	0	2	67
SUICIDE	1	0	0	0	0	0	0	0	0	0	0	0	1	1	1	0	0	0	0	0	0	0	0	1	5
SUSPICIOUS ACTIVITY	12	6	9	8	9	5	2	2	6	3	8	7	4	7	4	12	8	12	10	3	4	14	18	8	181
SUSPICIOUS PERSON	8	2	7	3	3	6	0	6	4	6	6	4	2	5	5	9	6	10	10	6	8	9	5	6	136
SUSPICIOUS VEHICLE	9	6	6	5	3	1	0	2	1	5	1	2	0	2	3	6	3	5	6	4	5	12	14	14	115
THEFT	1	3	1	1	2	0	1	2	4	8	7	1	4	4	7	5	3	7	2	1	1	5	1	0	71
THREATS	1	3	0	0	0	0	0	1	1	1	2	1	2	2	2	1	5	3	1	1	1	1	1	0	30
TRAFFIC (CRIMINAL VOLATION)	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	1
TRAFFIC ACCIDENT, FATAL	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	1
TRAFFIC ACCIDENT, INJURY	0	0	0	0	0	0	0	1	0	0	0	0	1	0	0	1	2	0	4	2	2	1	1	0	15
TRAFFIC ACCIDENT, PRIVATE PROPERTY DAMAGE	0	0	0	1	0	0	0	0	0	1	0	0	1	0	0	0	0	0	0	0	0	2	0	0	5
TRAFFIC ACCIDENT, PUBLIC PROPERTY DAMAGE	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1
TRAFFIC ACCIDENT, VEHICLE DAMAGE	1	1	0	2	0	3	5	6	3	4	13	14	11	8	7	13	11	12	4	3	2	5	4	2	134
TRAFFIC CRIME	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	1
TRAFFIC PROBLEM	6	0	2	0	2	2	0	8	0	3	5	2	4	9	7	2	1	9	5	9	5	5	4	1	91
TRAFFIC STOP	215	179	156	140	127	46	127	235	291	301	247	192	74	188	253	221	179	51	149	267	223	208	284	248	4601
TREE DOWN	2	0	0	0	1	0	1	0	0	2	1	0	0	0	1	2	1	1	1	1	0	1	0	1	16
TRESPASSING	2	0	2	2	0	0	0	0	1	0	0	3	2	2	1	1	2	3	2	2	2	1	2	3	33
UTILITY PROBLEM	1	0	1	1	0	0	0	1	3	1	2	2	0	3	0	2	3	2	2	2	3	3	2	2	36
VANDALISM	0	0	0	0	0	0	0	0	1	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	2
VEHICLE REPOSSESSION	0	1	1	0	1	1	0	0	0	2	3	3	8	2	2	2	0	0	1	1	1	0	0	0	29
VERBAL DISTURBANCE	1	0	1	0	0	1	1	2	0	1	1	2	1	4	3	4	4	5	3	1	4	0	1	5	45
WARRANT SERVICE	0	0	0	0	0	0	0	0	0	1	0	0	0	2	1	3	3	0	1	4	2	0	0	0	17
WATER LEAK	0	2	1	0	1	0	0	2	3	10	7	6	3	13	7	6	8	10	9	7	3	1	1	3	103
Totals	522	471	416	392	331	244	278	469	527	620	615	503	356	517	625	586	531	567	541	696	619	586	683	618	12313

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Call Type	00	01	02	03	04	05	06	07	08	09	10	11	12	13	14	15	16	17	18	19	20	21	22	23	Total
NO CALL TYPE ASSIGNED	0	1	0	0	0	0	0	1	0	1	0	0	0	0	1	0	0	1	1	1	1	1	1	1	11
Totals	522	471	416	392	331	244	278	469	527	620	615	503	356	517	625	586	531	567	541	696	619	586	683	618	12313

eFORCE REPORTS

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Response Time Analysis Report

1/1/2021 - 12/31/2021

Call Type	Number Events	Avg Dispatch	Avg Response	Avg Travel	Avg Time On Scene	Avg Time	Total Time
911 HANG UP	39	2.26	0.54	1.56	2.63	6.99	272.75
911 OPEN LINE	44	3.32	0.50	3.13	4.16	11.12	489.13
ABANDONED VEHICLE	9	1.42	0.24	0.79	1.30	3.75	33.75
ACCIDENT NO DAMAGE	6	2.36	0.01	2.25	0.68	5.31	31.85
AGENCY ASSIST	92	3.17	0.95	2.80	10.95	17.88	1644.50
ALARM	151	3.31	0.36	1.32	2.70	7.69	1161.75
AM MESSAGE	12	2.49	0.02	0.12	0.03	2.66	31.92
ANIMAL CONTROL OTHER	50	8.92	0.65	1.77	2.39	13.74	687.03
ANIMAL CRUELTY	4	5.75	0.14	1.07	9.63	16.59	66.37
ANIMAL PROBLEM	96	7.49	1.27	3.27	17.62	29.65	2846.57
ASSAULT	23	3.72	0.70	2.74	24.50	31.66	728.12
ASSIST CITY CREW/PUBLIC WORKS	6	1.49	0.02	5.39	2.79	9.69	58.12
ASSIST MOTORIST	143	2.14	0.81	0.70	6.91	10.55	1508.23
ASSIST PUBLIC	56	3.75	0.69	1.86	5.96	12.26	686.42
AUTO THEFT /UUMV	13	595.59	0.40	7.26	35.56	638.81	8304.52
BURGLARY	32	4.43	2.43	2.94	22.12	31.93	1021.63
BURGLARY IN PROGRESS	6	2.04	0.47	0.14	10.39	13.04	78.25
CIVIL PROBLEM	89	10.41	0.90	1.14	11.13	23.59	2099.45
CIVIL STANDBY	8	6.19	0.32	2.24	5.93	14.68	117.45
COURTESY TRANSPORT	2	0.05	0.08	0	0	0.13	0.25
CRIMINAL MISCHIEF	37	5.33	0.55	1.53	10.81	18.21	673.73
CURFEW	3	0.01	0	0	0	0.01	0.02
CUSTODY	23	19.74	1.30	0.84	4.01	25.90	595.65
DAMAGED PROPERTY	8	12.23	0.19	0.58	6.28	19.27	154.17
DEATH	5	2.39	1.25	1.37	56.63	61.65	308.23
DEPARTMENT ACTIVITY	2	2.91	0.03	0	1.22	4.15	8.30
DFPS / CPS / APS	63	3.32	0.12	0.18	39.47	43.09	2714.48
DISTURBANCE	118	2.90	0.62	1.63	9.99	15.14	1786.45
DOMESTIC PROBLEM	12	6.89	0.24	2.43	16.49	26.04	312.52
E.P.O.W.	3	3.13	0.07	2.18	105.42	110.80	332.40
EMERGENCY MANAGEMENT	1	0	0	0	0	0	0
EMS	51	3.53	0.44	2.39	10.00	16.36	834.47
ESCORT	54	2.08	0.28	2.45	9.01	13.82	746.20
FAMILY DISTURBANCE	10	2.98	0.75	3.16	13.35	20.23	202.32
FIGHT	15	2.16	0.10	0.79	1.50	4.55	68.22
FIRE-BUILDING	3	4.95	0.11	1.79	19.82	26.67	80.00
FIRE-GRASS	19	10.66	0.07	4.30	28.45	43.48	826.15
FIRE-HOUSE	4	8.31	0.06	10.17	47.06	65.60	262.40
FIRE-OTHER	38	7.21	0.67	1.47	13.60	22.95	872.27
FIRE-STRUCTURE	6	7.31	0.39	9.22	79.65	96.57	579.42
FIRE-VEHICLE	7	5.66	0.05	2.42	36.88	45.01	315.05
FIREWORKS	16	3.34	0.37	0.72	2.70	7.14	114.20
FLOODED STREET	14	1.88	0.03	1.85	3.40	7.16	100.20
FOLLOWUP INVESTIGATION	140	3.64	0.47	1.14	15.04	20.30	2841.47
FORGERY	1	0.77	0	5.75	21.18	27.70	27.70
FOUND PROPERTY	13	5.76	6.14	5.80	264.99	282.69	3674.93
FRAUD	58	9.88	0.31	1.29	683.92	695.39	40332.55
GAS LEAK	3	10.22	0.03	3.48	39.84	53.57	160.70
GUN RANGE UNLOCK	35	3.59	2.04	7.98	3.99	17.61	616.30
HARASSMENT	37	11.53	1.08	1.85	8.69	23.15	856.63
HEALTH/SAFETY	28	11.78	1.41	1.71	7.51	22.41	627.55
HIT AND RUN ACCIDENT	13	6.55	1.67	0.66	11.12	20.01	260.08
HIT/RUN, INJURY	1	4.58	0.02	3.42	10.85	18.87	18.87
HIT/RUN, PUBLIC PROPERTY DAMAGE	1	4.13	0.03	0	70.87	75.03	75.03
HIT/RUN, VEHICLE DAMAGE	2	0.88	0.11	0.18	4.90	6.07	12.13
HOLDUP/PANIC ALARM	2	2.24	0.21	1.61	1.73	5.78	11.57
INFORMATION	70	3.40	0.31	0.85	5.81	10.38	726.25
JUVENILE PROBLEM	73	4.97	0.81	2.76	13.68	22.19	1619.55
LIFT ASSIST	10	3.01	0.16	0.93	3.74	7.84	78.40
LITTERING/DUMPING	11	4.27	0.12	0.55	2.57	7.51	82.65
LOITERING	4	3.64	2.30	0.76	6.56	13.26	53.05
LOOSE LIVESTOCK	8	2.56	0.07	4.71	12.31	19.65	157.22
Totals	**10410**	**3.29**	**0.67**	**5.18**	**0.52**	**22.95**	**238866.89**

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Call Type	Number Events	Avg Dispatch	Avg Response	Avg Travel	Avg Time On Scene	Avg Time	Total Time
LOUD MUSIC/NOISE	83	3.09	0.42	0.82	0.81	5.14	426.33
MEDICAL	28	3.56	0.26	1.36	9.46	14.63	409.67
MISSING PERSON	6	16.54	0.11	4.07	13.22	33.94	203.65
MORALS/DECENCY CRIMES	2	1.97	0.04	10.15	0.05	12.21	24.42
OPEN DOOR	25	1.56	0.29	0.12	1.99	3.96	98.97
OPEN LINE	2	3.65	0.54	2.28	2.02	8.49	16.98
ORDINANCE VIOLATON	9	2.73	0.11	1.17	4.28	8.28	74.55
PATROL REQUEST	1700	0.71	0.05	0.01	0.19	0.96	1629.23
POSSESSION OF DRUG PARAPHERNALLIA	2	1.72	0.03	1.87	6.63	10.24	20.48
POWERLINE DOWN	8	2.88	0.02	8.88	16.94	28.72	229.77
PROPERTY	30	5.67	0.66	2.90	6.29	15.52	465.57
PUBLIC INTOXICATION	2	0.56	1.03	0.15	45.43	47.17	94.33
PUBLIC SERVICE	2	3.78	0.02	0	0	3.80	7.60
RECKLESS DRIVER	297	28.24	0.73	3.03	3.23	35.23	10463.23
ROLLING 10-28	653	0.09	0.13	0	0.36	0.59	384.50
RUNAWAY JUVENILE	4	28.32	0.47	1.47	614.67	644.92	2579.68
SCHOOL OFFENSES	2	10.24	0.03	0	10.64	20.92	41.83
SECURITY CHECK	112	4.64	2.67	1.57	8.85	17.69	1981.07
SEX OFFENDER	7	184.70	0.02	0.01	1643.69	1828.42	12798.95
SEX OFFENDER REDISTRATION	10	7.03	1.62	4.95	4.74	18.34	183.37
SEXUAL ASSAULT	3	6.87	0.92	0	1.34	9.13	27.40
SHOPLIFTER	1	1.33	0.72	3.05	40.73	45.83	45.83
SHOTS FIRED	37	3.15	0.49	3.26	7.83	14.73	544.92
STOLEN PROPERTY	18	7.86	0.20	1049.68	43.91	1101.65	19829.67
STOLEN VEHICLE	5	8.84	3.20	0.65	14.53	27.22	136.12
STREET/ROADWAY PROBLEM	34	2.92	0.05	2.33	6.91	12.22	415.32
SUICIDE	5	5.19	0.45	2.49	24.56	32.70	163.52
SUSPICIOUS ACTIVITY	171	4.48	0.46	1.32	6.51	12.77	2183.97
SUSPICIOUS PERSON	128	4.40	0.70	2.12	10.48	17.71	2266.78
SUSPICIOUS VEHICLE	108	2.79	12.59	2.27	4.34	21.81	2355.93
THEFT	62	11.42	0.44	2.95	519.98	534.79	33157.22
THREATS	29	6.93	0.64	1.40	10.64	19.61	568.83
TRAFFIC (CRIMINAL VOLATION)	1	3.90	0.02	0.02	22.17	26.10	26.10
TRAFFIC ACCIDENT, FATAL	1	16.22	0.67	3.80	178.27	198.95	198.95
TRAFFIC ACCIDENT, INJURY	14	3.82	0.59	1.96	31.54	37.91	530.72
TRAFFIC ACCIDENT, PRIVATE PROPERTY DAMAGE	5	2.19	0.03	2.86	58.82	63.91	319.53
TRAFFIC ACCIDENT, PUBLIC PROPERTY DAMAGE	1	3.97	0.02	0	2.08	6.07	6.07
TRAFFIC ACCIDENT, VEHICLE DAMAGE	130	3.13	0.43	217.39	47.97	268.92	34959.53
TRAFFIC CRIME	1	2.78	0.13	16.93	0.08	19.93	19.93
TRAFFIC PROBLEM	57	3.40	0.10	2.17	5.03	10.70	609.70
TRAFFIC STOP	4598	0.10	0.67	0.03	3.70	4.40	20217.62
TREE DOWN	8	10.35	0.06	3.40	11.98	25.79	206.32
TRESPASSING	30	4.59	1.16	0.64	4.98	11.37	341.17
UTILITY PROBLEM	10	1.66	0.03	0.29	1.95	3.93	39.25
VANDALISM	2	9.74	0.05	0.02	0.93	10.73	21.47
VEHICLE REPOSSESSION	1	14.20	0.02	2.67	6.17	23.05	23.05
VERBAL DISTURBANCE	36	4.07	0.76	1.36	16.16	22.35	804.63
WARRANT SERVICE	17	4.18	0.80	1.53	27.56	34.07	579.22
WATER LEAK	4	23.36	0.03	1.82	3.07	28.27	113.08
NO CALL TYPE	6	2.28	0.25	0	3.02	5.55	33.32
Totals	10410	3.29	0.67	5.18	0.52	22.95	238866.89

EFORCE REPORTS

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Department Incident Activity Report

Date Reported: **01/01/2021 - 12/31/2021** | Show Subclasses: **True**

DIBOLL POLICE DEPARTMENT
PO BOX 340 / 400 KENLEY
DIBOLL, TEXAS 75941
PHONE (936) 829-5586
FAX (936) 829-5436

Classification	Events Rptd	Unfounded	Actual	Clr Arrest	Clr Exception	Clr Juveniles	Total Clr	Percent Clr
AGENCY ASSIST	67	0	67	1	0	0	5	7.5
(No Subclassification Specified)	6	0	6	1	0	0	1	16.7
Assist Other Agency	61	0	61	0	0	0	4	6.6
ANIMAL PROBLEM	4	0	4	0	0	0	0	0.0
Animal Attack	3	0	3	0	0	0	0	0.0
Other Animal Calls	1	0	1	0	0	0	0	0.0
ASSAULT	52	0	52	9	3	1	15	28.8
Aggravated Assault - Weapon	2	0	2	1	0	0	1	50.0
Aggravated Assault, Family, Firearm	1	0	1	0	0	0	0	0.0
Aggravated Assault, Family, Knife/Cut Instr	1	0	1	1	0	0	1	100.0
Aggravated Assault, Family, Oth Weapon	1	0	1	0	0	0	0	0.0
Aggravated Assault, Family, Strongarm	1	0	1	1	0	0	1	100.0
Aggravated Assault, Oth Weapon	2	0	2	1	0	0	1	50.0
Intimidation/Other Criminal Threat	2	0	2	0	1	0	1	50.0
Simple Assault	40	0	40	4	2	1	9	22.5
Simple Assault On Police Officer	2	0	2	1	0	0	1	50.0
BURGLARY	27	0	27	1	1	0	2	7.4
Burglary Tools - Possession	1	0	1	1	0	0	1	100.0
Burglary, Forced Entry Nonresidence	2	0	2	0	0	0	0	0.0
Burglary, Forced Entry Residence	3	0	3	0	0	0	0	0.0
Burglary, Other	7	0	7	0	0	0	0	0.0
Burglary, Unforced Entry Nonresidence	9	0	9	0	1	0	1	11.1
Burglary, Unforced Entry Residence	5	0	5	0	0	0	0	0.0
CIVIL PROBLEM	3	0	3	1	0	0	1	33.3
CHILD CUSTODY	1	0	1	0	0	0	0	0.0
Civil Dispute	1	0	1	0	0	0	0	0.0
Civil Problem	1	0	1	1	0	0	1	100.0
CONTROLLED SUBSTANCE	77	0	77	49	2	0	51	66.2
Amphetamine, Possession	6	0	6	4	0	0	4	66.7
Barbiturate, Possession	1	0	1	1	0	0	1	100.0
Marijuana, Other	1	0	1	1	0	0	1	100.0
Marijuana, Possession	40	0	40	26	0	0	28	70.0
Narcotic Equipment, Possession	18	0	18	9	0	0	9	50.0
Opium/Derivative, Possession	1	0	1	1	0	0	1	100.0
Other Controlled Substances	9	0	9	6	2	0	6	66.7
Synthetic Narcotic, Possession	1	0	1	1	0	0	1	100.0
DAMAGED PROPERTY	29	0	29	4	0	0	4	13.8
Criminal Mischief	23	0	23	4	0	0	4	17.4
Damaged Property, Private	3	0	3	0	0	0	0	0.0
Damaged Property, Vehicle	3	0	3	0	0	0	0	0.0
DEATH	4	0	4	0	0	0	0	0.0

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Suicide	1	1			0	0.0
Unattended Death	3	3			0	0.0
DEPARTMENT ACTIVITY	2	2			0	0.0
Department Activity, Other	2	2			0	0.0
DOMESTIC PROBLEM	5	5	3		3	60.0
Family Offense, Other	5	5	3		3	60.0
DRUNKENNESS	5	5	4		4	80.0
Drunkenness	5	5	4		4	80.0
DUI	4	4	2		2	50.0
Alcohol	3	3	2		2	66.7
Drugs	1	1			0	0.0
FAMILY DISTURBANCE	2	2	1		1	50.0
(No Subclassification Specified)	1	1	1		1	100.0
Family Disturbance	1	1			0	0.0
FIRE	1	1			0	0.0
Vehicle Fire	1	1			0	0.0
FOLLOWUP INVESTIGATION	2	2			0	0.0
(No Subclassification Specified)	1	1			0	0.0
Followup Investigation, Local Event	1	1			0	0.0
FORGERY	4	4			0	0.0
Forgery Of Checks	2	2			0	0.0
Forgery/Counterfeiting Other	1	1			0	0.0
Pass Counterfeited Documents	1	1			0	0.0
FRAUD	15	15			0	0.0
Fraud And Abuse - Computer	1	1			0	0.0
Fraud, By Deception/False Pretenses	1	1			0	0.0
Fraud, Credit Card/ATM	3	3			0	0.0
Fraud, False Statement	1	1			0	0.0
Fraud, Illegal Use Credit Cards	4	4			0	0.0
Fraudulent Activities Other	1	1			0	0.0
Identity Theft	3	3			0	0.0
Stolen Identity	1	1			0	0.0
HARASSMENT	4	4			0	0.0
Electronic Communication	2	2			0	0.0
Harassment, Other	2	2			0	0.0
HEALTH/SAFETY	1	1			0	0.0
Health Or Safety Other	1	1			0	0.0
HOMICIDE	2	2			0	0.0
Homicide, Willful Nonfamily Weapon	1	1			0	0.0
Homicide, Willful Weapon	1	1			0	0.0
JUVENILE PROBLEM	2	2			0	0.0
Runaway Juvenile	2	2			0	0.0
JUVENLIE PROBLEM	1	1			0	0.0
Other Problem	1	1			0	0.0
LIQUOR LAW	1	1	1		1	100.0
Liquor, Other	1	1	1		1	100.0
LITTERING/DUMPING	1	1			0	0.0

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Dumping	1	1				0	0.0
MEDICAL	2	2				0	0.0
Ambulance Assist	1	1				0	0.0
Breathing Problem	1	1				0	0.0
MENTAL SUBJECT	4	4	1			1	25.0
Mental Subject	4	4	1			1	25.0
MISCELLANEOUS	1	1				0	0.0
DFPS / CPS	1	1				0	0.0
MISSING PERSON	1	1				1	100.0
Missing Person	1	1				1	100.0
NON UCR REPORTABLE	10	10				0	0.0
Non UCR Reportable	10	10				0	0.0
OBSTRUCT POLICE	25	25	13	1		16	64.0
Evidence, Destroying	2	2	2			2	100.0
False Police Report	2	2	2			2	100.0
Obstruct Criminal Investigation	1	1				0	0.0
Obstructing Police, Other	16	16	7	1		9	56.3
Resisting/Interfering W/Police	4	4	2			3	75.0
PERSON CRIMES	1	1				0	0.0
Crimes Against Persons	1	1				0	0.0
PORNOGRAPHY	1	1	1			1	100.0
Obscene Material	1	1	1			1	100.0
PRIVACY VIOLATION	4	4	2			2	50.0
Criminal Trespass	4	4	2			2	50.0
PROCESS SERVICE	10	10	10			10	100.0
Warrant Service	10	10	10			10	100.0
PROPERTY	19	19				2	10.5
Found Property	18	18				2	11.1
Lost Property	1	1				0	0.0
PROPERTY CRIMES	1	1				0	0.0
Property Crimes	1	1				0	0.0
PUBLIC INTOX	11	11	11			11	100.0
Public Intoxication	11	11	11			11	100.0
PUBLIC ORDER CRIMES	2	2				0	0.0
Public Order Crimes	2	2				0	0.0
PUBLIC PEACE	8	8	3			3	37.5
(No Subclassification Specified)	2	2	1			1	50.0
Disorderly Conduct	1	1	1			1	100.0
DISTURBANCE	4	4	1			1	25.0
Public Peace Other	1	1				0	0.0
PUBLIC SERVICE	1	1				0	0.0
Other Public Service	1	1				0	0.0
RECOVERED FOR OTHER AGENCY	2	2				2	100.0
Property Recovered For Other Agency	1	1				1	100.0
Vehicle Recovered For Other Agency	1	1				1	100.0
SECURITY CHECK	2	2				0	0.0
Personal Security/Welfare Check	2	2				0	0.0

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SEXUAL ASSAULT	3	3	1			2	66.7
Fondling	1	1	1			1	100.0
Incest	1	1				0	0.0
Rape, Other Weapon	1	1				1	100.0
STOLEN VEHICLE	9	9	1			1	11.1
Unauthorized Use, Auto (Joy Riding)	3	3				0	0.0
Unauthorized Use, Other Vehicle (Joy Riding)	1	1				0	0.0
Vehicle Theft, Auto	4	4	1			1	25.0
Vehicle Theft, Truck/Bus	1	1				0	0.0
SUSPICIOUS	21	21	3			3	14.3
(No Subclassification Specified)	2	2	1			1	50.0
Suspicious Activity	5	5	1			1	20.0
Suspicious Person	1	1	1			1	100.0
Suspicious Vehicle	13	13				0	0.0
THEFT	34	34	4			5	14.7
Larceny, From Bank Type Institution	1	1				0	0.0
Larceny, From Building	1	1				0	0.0
Larceny, From Shipment	1	1				1	100.0
Larceny, From Vehicle	3	3				0	0.0
Larceny, From Yard/Land	3	3	1			1	33.3
Shoplifting	1	1				0	0.0
Theft Other	24	24	3			3	12.5
THREATS	1	1	1			1	100.0
Threat-Terrorist/State Offenses	1	1	1			1	100.0
TOBACCO	2	2				0	0.0
Minor In Possession - Tobacco	2	2				0	0.0
TRAFFIC (CRIMINAL VIOLATION)	5	5	1			1	20.0
Criminal Traffic Violation	5	5	1			1	20.0
TRAFFIC ACCIDENT	75	75	3	1		4	5.3
Hit/Run, Private Prop Damg	1	1	1			1	100.0
Hit/Run, Public Property Damg	1	1		1		1	100.0
Hit/Run, Vehicle Damg	4	4				0	0.0
Traffic Accident, Injury	5	5				0	0.0
Traffic Accident, Private Prop Damg	3	3				0	0.0
Traffic Accident, Vehicle Damage	60	60	2			2	3.3
Traffic Accident. Public Property Damg	1	1				0	0.0
TRAFFIC CRIME	2	2	2			2	100.0
Reckless Driving	2	2	2			2	100.0
TRAFFIC PROBLEM	12	12	2			3	25.0
(No Subclassification Specified)	4	4	2			2	50.0
Reckless Driver	2	2				1	50.0
Traffic, Other	6	6				0	0.0
TRESPASSING	3	3	2			2	66.7
Trespassing, Government Property	1	1	1			1	100.0
Trespassing, Private Property	2	2	1			1	50.0
WARRANT	52	52	44	1		45	86.5
Local-Felony	9	9	7			7	77.8
Local-Misdemeanor	7	7	6			6	85.7
Other Warrant	2	2	1			1	50.0

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Out Of County-Felony	10	0	10	9	0	0	9	90.0
Out Of County-Misdemeanor	16	0	16	15	1	0	15	93.8
Warrant	8	0	8	6	0	0	7	87.5
WEAPONS OFFENSE	11	0	11	8	0	0	9	81.8
Altering Identification On Weapon	1	0	1	1	0	0	1	100.0
Firing Weapon	1	0	1	0	0	0	0	0.0
Possession Of Weapon	3	0	3	2	0	0	2	66.7
Weapons Offenses Other	6	0	6	5	0	0	6	100.0
Event Totals	650	0	650	189	9	1	216	33.2

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Arrest Report

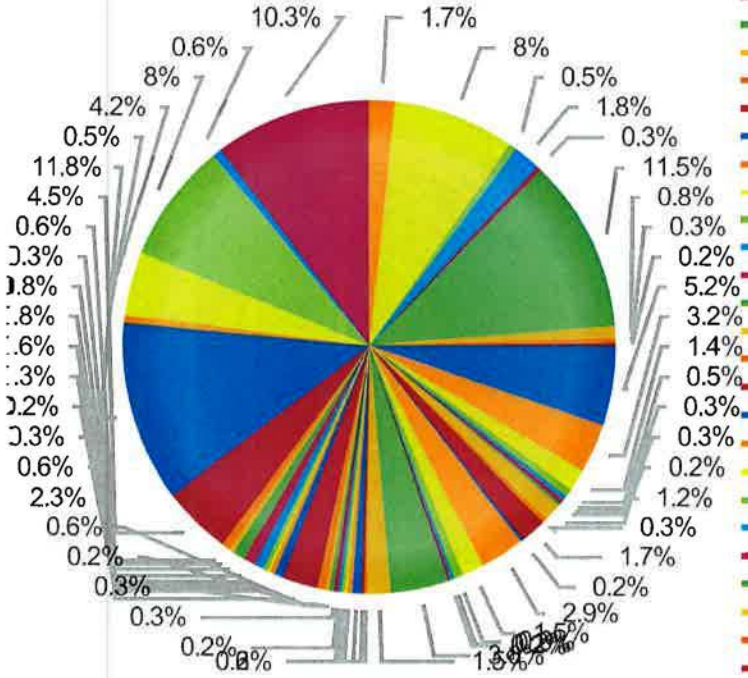
Date Reported Range: **01/01/2021 - 12/31/2021**

DIBOLL POLICE DEPARTMENT
PO BOX 340 / 400 KENLEY
DIBOLL, TEXAS 75941
PHONE (936) 829-5586
FAX (936) 829-5436

Classification	Number of Arrests
ASSAULT	11
BURGLARY	1
CONTROLLED SUBSTANCE	67
DAMAGED PROPERTY	4
DOMESTIC PROBLEM	3
DRUNKENNESS	4
DUI	4
HOMICIDE	1
LIQUOR LAW	1
MENTAL SUBJECT	2
OBSTRUCT POLICE	18
PORNOGRAPHY	1
PRIVACY VIOLATION	2
PROCESS SERVICE	9
PUBLIC INTOX	11
PUBLIC PEACE	1
SEXUAL ASSAULT	1
STOLEN VEHICLE	1
SUSPICIOUS	2
THEFT	5
THREATS	1
TRAFFIC (CRIMINAL VIOLATION)	2
TRAFFIC CRIME	2
TRESPASSING	2
WARRANT	49
WEAPONS OFFENSE	9
Total Arrests: 214	

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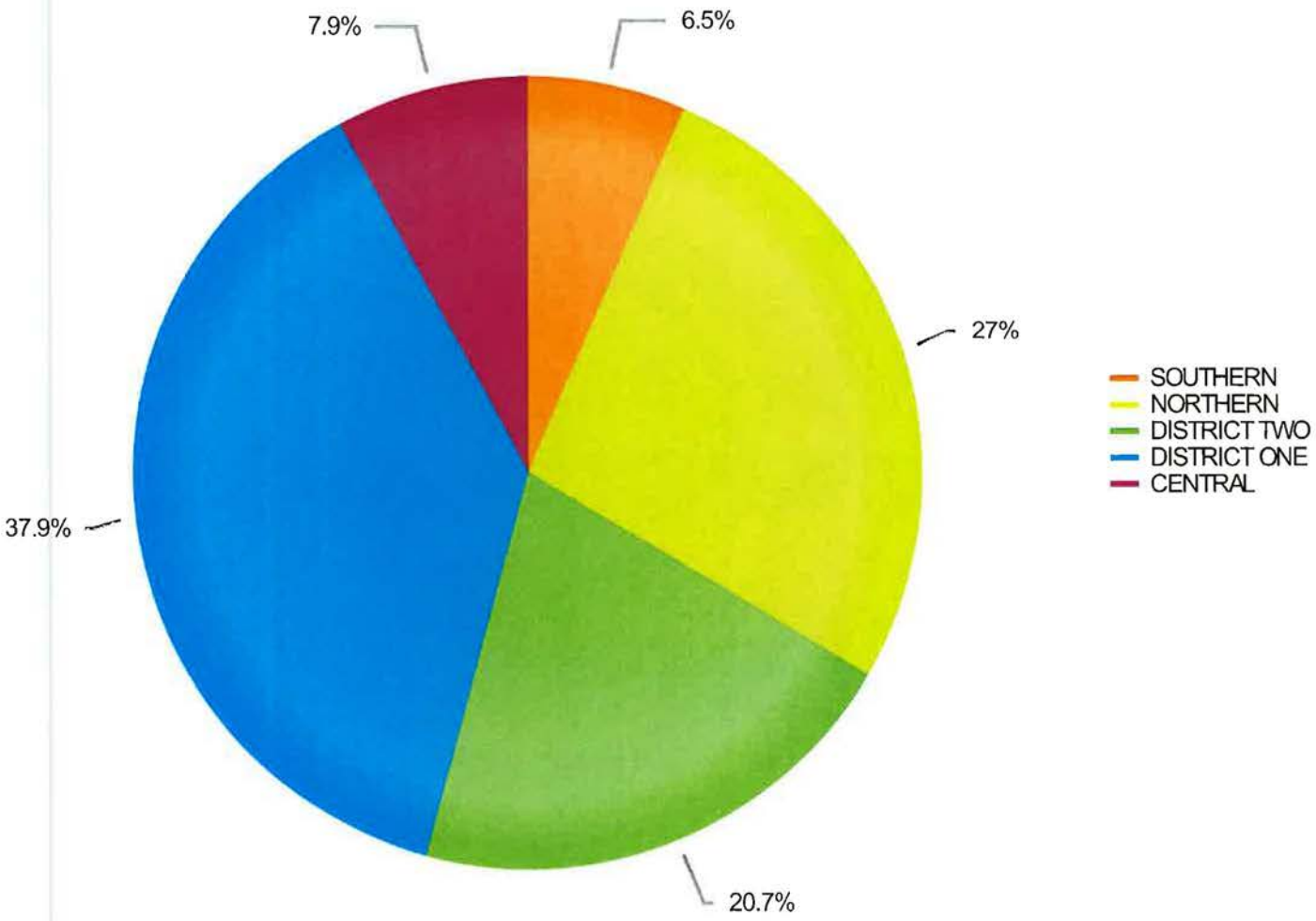
PIE CHART BY YEARS



- WEAPONS OFFENSE
- WARRANT
- TRESPASSING
- TRAFFIC PROBLEM
- TRAFFIC CRIME
- TRAFFIC ACCIDENT
- TRAFFIC (CRIMINAL VIOLATION)
- TOBACCO
- THREATS
- THEFT
- SUSPICIOUS
- STOLEN VEHICLE
- SEXUAL ASSAULT
- SECURITY CHECK
- RECOVERED FOR OTHER AGENCY
- PUBLIC SERVICE
- PUBLIC PEACE
- PUBLIC ORDER CRIMES
- PUBLIC INTOX
- PROPERTY CRIMES
- PROPERTY
- PROCESS SERVICE
- PRIVACY VIOLATION
- PORNOGRAPHY
- PERSON CRIMES
- OBSTRUCT POLICE
- NON UCR REPORTABLE
- MISSING PERSON
- MISCELLANEOUS
- MENTAL SUBJECT
- MEDICAL
- LITTERING/DUMPING
- LIQUOR LAW
- JUVENLIE PROBLEM
- JUVENILE PROBLEM
- HOMICIDE
- HEALTH/SAFETY
- HARASSMENT
- FRAUD
- FORGERY
- FOLLOWUP INVESTIGATION
- FIRE
- FAMILY DISTURBANCE
- DUI
- DRUNKENNESS
- DOMESTIC PROBLEM
- DEPARTMENT ACTIVITY
- DEATH
- DAMAGED PROPERTY
- CONTROLLED SUBSTANCE
- CIVIL PROBLEM
- BURGLARY
- ASSAULT
- ANIMAL PROBLEM
- AGENCY ASSIST

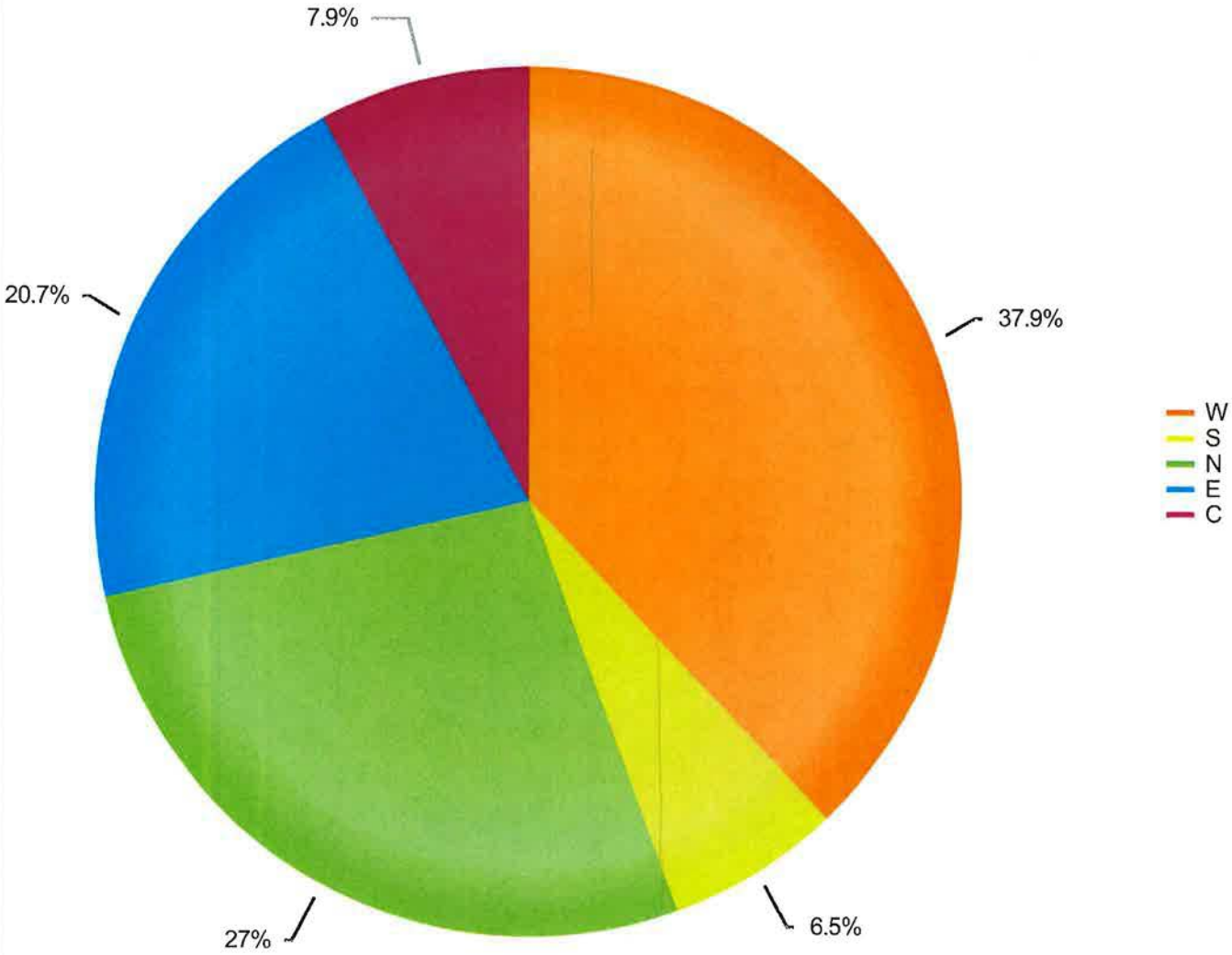
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PIE CHART BY DISTRICT



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PIE CHART BY GRID



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Diboll, TX PD **Jan 1, 2021 - Dec 31, 2021**

Citation Count by Officer

Total for all assignments: 16 Officers

- 4,637 Stops	
Alexander, Jeremy (212)	221
Burns, Jeffrey (207)	398
Clemens, Corey (214)	206
Dougherty, Charles (209)	313
Estrada, Feliciano (204)	200
Fulcher, Mark (204)	210
Fulcher, Mark (209)	400
Linebaugh, Sterling (210)	363
McNeely, Wesley (212)	345
Munoz, Gerardo (203)	40
Munoz, Gerardo (213)	468
Pantoja, Antonio (208)	422
Pullen, Gary (207)	218
Reppond, Matt (203)	26
Riley, Jack (205)	1
Rodriguez, Isaias (211)	806

Report Created on: Jan 6, 2022 2:42 PM

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Street/Water Department Monthly Report

12-1-2021

Checked wells and chlorine levels daily. Installed new chlorine pump and chlorine ejector at well #1. Flushed well #1, adjusted chlorine levels and put well back in service. Cleaned sewer main at 1101 Lynn. Replaced manhole ring and lid and added a six-inch riser to manhole on Ashford St. Located water and sewer lines at 1445 N. Temple. Turned water on at 506 S. Temple. Put out street barricades for Santa's Lane. Installed new sewer tap at 305 Thompson. Changed out light bulbs on Christmas trees for HWY 59. Changed batteries on unit # 93. Completed monthly water pumpage report.

12-6-2021

Checked wells and chlorine levels daily. Put up Christmas trees on light poles in medians of HWY 59. Put deaf child sign back up that got run over on N. Hendrick. Turned water on at 702 Nelson and 512 Westchester. Greased all booster pumps at Old and New Ground storage tanks. Changed oil in well head at well #5. Turned off lights in the median on HWY 59 by Thompson street due to flickering street light. Videoed sewer line on White Oak to find sewer taps.

12-13-2021

Checked wells and chlorine levels daily. Changed chlorine buffer and indicator solutions on CL 17 at well #2. Took first set of monthly water samples for lab testing. Stop signs at the intersections of Dale/Ashford and Dale/Dennis were knocked down. Put up signs with new poles. Made a new sewer tap on Lawrence. Turned water off at 729 Booker and 905 Cypress. Turned water on at 111 N. Hendrick. Picked up a piece of 4x4 timber and a large piece of concrete out of HWY 59 in front of Poulands. Dug up sewer tap for plumber at 302 White Oak. Checked on leaning street light at the corner of Wells and Pinewood. Oncor was notified of the problem. Called in locates to find sewer tap on Persimmon. Put out super patch around town. Completed the reread list. Put up Delineators at HWY 59 and Maynard. Changed Chlorine bottles at well #1 and 5. Cleaned all street drains. Made new sewer tap at 719 Persimmon. Completed flush list.

12-20 -2021

Checked wells and chlorine levels daily. Checked leak at 709 Booker. Leak was on customer side at 707 Booker. Fixed water leaks at 313 White Oak, Dennis and Arrington. Cleaned sewer main by the Library. Trained all new employees on use of Jet Truck. Christmas Holidays.

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12-28-2021

Checked wells and chlorine levels daily. Patched driveway entrance at 709 Ashford. Made new sewer tap at 303 Neil Pickett. Fixed leak on 10-inch line at old ground storage tank. Cleaned all storm drains. Checked space heaters at wells and replaced any that weren't working. Insulated cooper tubing at the new elevated storage tank. Cleaned out sewer main behind 801 Wells and put out 4 buckets of quatri-cide.

Street Dept. Head

Robby Roberts

Water Dept. Head

Josh Mosley

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Wastewater Monthly Report

12-1-21

This week the wastewater department cleaned the barscreen. We had to clear the stoppage on the conveyor at the barscreen. We pumped sludge in to the drying beds this week. We helped parks dept. hang Christmas lights at the park entrances. We cleaned debris from around the drying beds. We ran the daily tests and pulled weekly samples. We delivered weekly samples to ANRA in Lufkin. The operator on call performed weekend operations and checked lift stations.

12-6-21

This week the wastewater department cleaned the 4 contact chambers. We pumped more sludge to the drying beds. We helped Payne Electric with problem at light pole on HWY 59. We removed torn rubber from rake on clarifier 1. We removed tree from middle of HWY 59 and trimmed trees at entrance to South Meadows. We checked lift stations daily. The operator on call performed weekend operations.

12-13-21

This week the wastewater department wasted sludge to the digester and pumped sludge to the drying beds. We rented a large air compressor to blow out a clogged line from digester to pump station. We performed preventative maintenance work on the lift stations. We ran daily tests and pulled weekly samples. We delivered weekly samples to ANRA in Lufkin. We checked lift stations daily. The operator on call performed weekend operations.

12-20-21

This week the wastewater department trained with all the new employees on the jet truck. The wastewater operators learned how to check the sludge microorganisms with a microscope. We cleaned the barscreen and conveyor. We cleaned the office building. We ran daily tests. We pulled weekly samples and delivered them to ANRA in Lufkin. The operator on call performed weekend operations and holiday operations.

12-27-21

This week the wastewater department cleaned clarifiers 1 and 2. We mowed and weed-eated the plant. Bridget was on vacation this week. We ran daily tests. We pulled weekly samples and

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delivered them to ANRA in Lufkin. Josh and Bridget met with the City Manager and engineers from KSA to go over plans for repairs at the wastewater plant. We checked lift stations daily. The operator on call performed weekend operations and holiday operations.

Bridget Sarver

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Parks Department Monthly Report

12/1/2021

The parks department cleaned the trash and restrooms on two days this week. Also we treated ants around the area where they were putting up decorations in the park. We also did some weed eating all throughout the park. The Christmas lights were put up on the entrance signs in the park as well.

12/6/2021

The parks department clean trash and restroom throughout the week. Also we mowed and trimmed City Hall, ball fields, and the lift stations. We also cleaned out the buildings at the lift stations. We blew off the road at the bottom of Temple Cemetery and the hike and bike trail.

12/12/2021

The parks department cleaned trash and restrooms in the park. We fixed the water fountain at the basketball court, fixed the sink in the restroom, and fixed the volleyball net. We were able to mow and trim the red lights island and entrance signs in town. We also trimmed the bricks in the middle of 59. We also cleaned out the shop at the waste water plant.

12/20/2021

The parks department clean park trash and restrooms in park. Also walk 59 picking up trash and sticks. We marked a grave at the cemetery and filled in holes on the graves. We also cleaned the shop.

12/27/2021

The parks department cleaned the restroom and picked up trash in the parks. We also mowed and trimmed the waste water plant. Picked up limbs and sticks in the park for the holiday weekend.

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DIBOLL CITY COUNCIL
12-MONTH ATTENDANCE RECORD

Council Member	1/12/21	2/9/21	3/9/21	3/16/21	4/13/21	4/29/21	5/4/21	5/11/21	5/17/212	5/20/212	5/27/21	6/8/212
Brian Moreno							0	0	0	0	0	0
Ruben Terrazas							0	0	0	0	0	0
Daniel Lopez	0	0	0	0	0	0	0	0	0	0	0	0
Charles Moses, Sr.	0	0	0	0	0	0	0	0	0	0	0	0
Benita Sheffield Duffield	0	0	1	1	0	0	0	0	0	0	1	0
Luis Maldonado	0	0	0	0	0	0	0	0	0	0	0	0
Trey Wilkerson	0	0	0	0	0	0	0	0	0	0	0	0
Total Absences	**0**	**0**	**1**	**1**	**0**	**0**	**0**	**0**	**0**	**0**	**1**	**0**

Council Member	7/13/212	7/20/21	8/10/21	8/24/212	9/14/21	9/21/21	9/30/21	10/6/21	10/6/22	11/9/21	12/14/21	TOTAL TO-DATE
Brian Moreno	0	0	0	0	0	0	0	0	0	0	0	**0**
Ruben Terrazas	1	1	0	0	0	0	0	0	0	0	0	**2**
Daniel Lopez	0	0	0	0	0	0	0	0	0	0	1	**1**
Charles Moses, Sr.	1	0	0	0	0	0	0	0	0	0	0	**1**
Benita Sheffield Duffield	0	0	0	0	0	0	0	0	0	0	0	**3**
Luis Maldonado	1	1	0	1	0	0	0	0	0	0	1	**4**
Trey Wilkerson	0	0	0	0	0	0	0	0	0	0	0	**0**
Total Absences	**3**	**2**	**0**	**1**	**0**	**0**	**0**	**0**	**0**	**0**	**2**	**11**

Sam Durham - Interim City Secretary

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CERTIFIED EXECUTIVE CLOSED SESSION AGENDA

On this the 1st day of January, 2022, the governing body of the City of Diboll convened in Executive Closed Session of the City Council held at the Diboll City Hall at 400 Kenley, Diboll Texas with the following present to wit:

☐ Trey Wilkerson, Mayor	☐ _____
☐ Daniel Lopez, Mayor Pro-Tem	☐ _____
☐ Benita Sheffield Duffield, Council Member	☐ _____
☐ Luis Maldonado, Council Member	☐ _____
☐ Brian Moreno, Council Member	☐ _____
☐ Charles Moses Sr., Council Member	☐ _____
☐ J. Ruben Terrazas, Council Member	☐ _____

The following is an agenda of an Executive Session of the City of Diboll, Texas, held pursuant to the Texas Open Meetings Act, Government Code Section:

_ 551.071 – Litigation/Consultation with Attorney	__551.076 Security Personnel or Devices
__551.072 – Real Property	__551.086 Test item (SB 59S)
__551.073 – Prospective Gift	__551.087 Economic Development Negotiations (SB 1851)
X 551.074 – Personnel Matters	

Agenda Item #1:

Action Taken: ☐ Yes ☐ No

_____

_____

_____

Agenda Item #2 Action Taken: ☐ Yes ☐ No

_____

_____

_____

Agenda Item #3 Action Taken: ☐ Yes ☐ No

_____

_____

_____

I, Mayor Trey Wilkerson, certify the above agenda is a true and accurate record of the proceedings.

_____ _____

Trey Wilkerson, Mayor Witness

Convened into Executive Session at: _____

Exited back to Regular Session at: _____

*Note: this certified agenda must be kept a minimum of two years after the date of the Executive Session and is confidential. A person who knowingly and without lawful authority makes this record public commits a Class B misdemeanor and may be held liable for actual damages, court costs, reasonable attorney fees, and exemplary damages. Texas Government Code § 551.145.

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MINUTES OF THE GOVERNING BODY OF THE CITY OF DIBOLL, TEXAS REGULAR SESSION MEETING ON TUESDAY, JANUARY 11, 2022, AT 5:15PM, IN THE DIBOLL CITY HALL CHAMBERS.

COUNCIL PRESENT

Mayor Trey Wilkerson, Mayor Pro Tem Daniel Lopez, and Councilmembers Benita Sheffield Duffield, Brian Moreno, Charles Moses, Sr., Luis Maldonado, and Ruben Terrazas.

COUNCIL ABSENT

None

STAFF PRESENT

City Manager Jason A. Arnold, Interim City Secretary Sam Durham, Public Works Director Joshua Richard, Interim Chief of Police Norman Williams, Felix Estrada, and Ryan Haden.

Call to Order: Mayor Trey Wilkerson called the meeting to order at 5:15 p.m.

Mayor Wilkerson gave the invocation, then led the Pledge of Allegiance which was recited by those in attendance.

Citizens Presentation: (Limited to 3 minutes)
This item provides the opportunity to address the City Council on any matter whether or not it is posted on the agenda. However, in accordance with the Texas Open Meetings Act, Section 551.041, the Council cannot discuss, deliberate, or take any action on matters not listed on the agenda. At this time, the Council will receive citizen comments, and if necessary, may refer the matter to City staff for research, resolution, or referral to Council on a future agenda.

None

Item #1: CONSENT AGENDA: All matters listed under Consent Agenda are considered to be routine by the City Council and will be enacted by one motion. There will not be separate discussion. If discussion is desired, that item will be removed from the consent agenda and will be considered separately. Consider approving the following reports:

a. Minutes from December 14, 2021, Regular Session Meeting
b. Financial Statement for December 2021
c. Investment Report for Quarter Ending December 2021

Luis Maldonado made the motion to approve and Brian Moreno second.
All in Favor, none opposed, motion carries.

Item #2: Consideration and possible action to approve Resolution 2022-01-001, executing a commercial lease agreement in order to provide housing for ambulance services.

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Mayor Trey Wilkerson recused himself from discussion and voting.
Brian Moreno made the motion to approve and Luis Maldonado second.
All in Favor, none opposed, motion carries.

Item #3: Consideration and possible action to approve Resolution 2022-01-003, which would update signatories for all bank accounts for the City of Diboll.

Luis Maldonado made the motion to approve and Brian Moreno second.
All in Favor, none opposed, motion carries.

Item #4: Consideration and possible action to approve Resolution 2022-01-004, entering into a service agreement with Motorola Solutions / WatchGuard Video for Police Department Unit and Body Cameras.

Charles Moses, Sr. made the motion to approve and Ruben Terrazas second.
All in Favor, none opposed, motion carries.

Item #5: Consideration and possible action to approve Ordinance 2022-01-001 for the second amendment to the 2021-2022 Operating Budget.

Ruben Terrazas made the motion to approve and Charles Moses, Sr. second.
All in Favor, none opposed, motion carries.

Item #6: PUBLIC HEARING Consideration and possible action to approve the first reading of Ordinance 2022-01-002 to abandon a portion of Cooper Street deemed to not have a public use.

No public participation.

Item #7: DEPARTMENT HEAD REPORTS

a. Fire Department Report – Aaron Smith, Fire Chief
b. Police Department Report – Norman Williams, Police Chief
c. Public Works Report – Josh Richard, Public Works Director
d. Finance & Court – Sam Durham, Finance Director
e. City Secretary Report – Sam Durham, Interim City Secretary
f. City Manager Report – Jason Arnold, City Manager

Item #8: The Diboll City Council will convene into a closed Executive Session, in accordance with Open Meetings Act, Chapter 551, Texas Government Code 551.074, for the purpose of personnel matters.

Council reconvened at 6:06 p.m. into open session following closed door session and took no action.

Adjournment:

Mayor Wilkerson called to adjourn at 6:06 p.m.

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Minutes of the January 11, 2022 Regular Session Meeting approved by council on this the 8th day of February, 2022

Trey Wilkerson, Mayor

ATTEST BY:

Rosa M. Olvera, City Secretary

STATE OF TEXAS §
ANGELINA COUNTY §
CITY OF DIBOLL §

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NOTICE OF MEETING
OF THE
CITY OF DIBOLL CITY COUNCIL

The City Council will meet in a regular session meeting in the City Hall Council Chambers, located at 400 Kenley, Diboll, Texas, on Tuesday, February 8, 2022, at 5:15p.m.

Call to Order

Invocation

Pledge of Allegiance

CITIZENS PRESENTATION: (Limited to 3 minutes)
This item provides the opportunity to address the City Council on any matter whether or not it is posted on the agenda. However, in accordance with the Texas Open Meetings Act, Section 551.041, the Council cannot discuss, deliberate, or take any action on matters not listed on the agenda. At this time, the Council will receive citizen comments, and if necessary, may refer the matter to City staff for research, resolution, or referral to Council on a future agenda.

Item #1: CONSENT AGENDA: All matters listed under Consent Agenda are considered to be routine by the City Council and will be enacted by one motion. There will not be separate discussion. If discussion is desired, that item will be removed from the consent agenda and will be considered separately. Consider approving the following reports:

a. Minutes from January 11, 2022, Regular Session Meeting
b. Financial Statement for January 2022
c. 12-Month Attendance Record for January 2022

Item #2: Consideration and possible action to approve Resolution 2022-02-001, A Resolution of the City Council of the City of Diboll, Texas concerning the appointment of a Judge of the Municipal Court.

Item #3: Swearing-in of newly hired Chief of Police.

Item #4: PUBLIC HEARING regarding proposed voluntary annexation of the following one (1) Property in Angelina County, as shown on the Angelina County Appraisal District website listed as follows: Property ID 74159, Owner - 2013 DIBTEX LAND LTD

Item #5: Consideration and possible action to approve Ordinance 2022-02-002, the voluntary annexation of one (1) Angelina County agricultural zoned property petitioned on 12-07-2021 by land owner - Case #2022-01-001.

Item #6: Consideration and possible action to approve Resolution 2022-02-003, which would update signatories for all bank accounts for the City of Diboll.

Item #7: Consider Order for calling an Election on May 7, 2022, for the purpose of electing the following positions; Mayor at Large, District 2, District 4 and At Large Place 6.

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Item #8: Consideration and possible action to approve Ordinance 2022-02-004 for the third amendment to the 2021-2022 Operating Budget.

Item #9: Consideration and possible action to adopt Resolution 2022-02-005, authorizing the selection of a professional service provider or Coronavirus Local Fiscal Recovery Fund Programs through the American Rescue Plan Act of 2021 for the City of Diboll, Texas.

Item #10: DEPARTMENT HEAD REPORTS

a. Fire Department Report – Aaron Smith, Fire Chief
b. Police Department Report – Norman Williams, Police Chief
c. Public Works Report – Josh Richard, Public Works Director
d. Finance & Court – Sam Durham, Finance Director
e. City Manager Report – Jason Arnold, City Manager

Item #11: The Diboll City Council will convene into a closed Executive Session, in accordance with Open Meetings Act, Chapter 551, Texas Government Code 551.074 and Texas Government Code 551.071, for the purpose of discussing the employment agreement with the Fire Chief and consultation with an attorney to discuss potential litigation.

Council will reconvene into open session following closed door session and possibly take action on matters discussed in Executive Session.

Item #12: Consideration and possible action to determine if conditions of the Fire Chief's employment agreement have been met.

Adjournment

Note: Mayor and Council Reports on Items of Community Interest- Pursuant to Texas Government Code Section 551.0415 the City Council may report on the following items (1) expression of thanks, congratulations, or condolences; (2) information about holiday schedules; (3) recognition of individuals; (4) reminders about upcoming City Council events; (5) information about community events; (6) announcements involving imminent threat to public health and safety.

I certify that this Notice of Meeting was posted in a glass-enclosed case in front of City Hall at 400 Kenley Street, Diboll, Texas, and available for viewing by the public prior to 5:15 p.m. on February 4, 2022, as well as at the City's website.

Rosa M. Olvera

Rosa M. Olvera - City Secretary
Posted: 2/4/2022

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MINUTES OF THE GOVERNING BODY OF THE CITY OF DIBOLL, TEXAS REGULAR SESSION MEETING ON TUESDAY, JANUARY 11, 2022, AT 5:15PM, IN THE DIBOLL CITY HALL CHAMBERS.

COUNCIL PRESENT

Mayor Trey Wilkerson, Mayor Pro Tem Daniel Lopez, and Councilmembers Benita Sheffield Duffield, Brian Moreno, Charles Moses, Sr., Luis Maldonado, and Ruben Terrazas.

COUNCIL ABSENT

None

STAFF PRESENT

City Manager Jason A. Arnold, Interim City Secretary Sam Durham, Public Works Director Joshua Richard, Interim Chief of Police Norman Williams, Felix Estrada, and Ryan Haden.

Call to Order: Mayor Trey Wilkerson called the meeting to order at 5:15 p.m.

Mayor Wilkerson gave the invocation, then led the Pledge of Allegiance which was recited by those in attendance.

Citizens Presentation: (Limited to 3 minutes)
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Luis Maldonado made the motion to approve and Brian Moreno second.
All in Favor, none opposed, motion carries.

Item #2: Consideration and possible action to approve Resolution 2022-01-001, executing a commercial lease agreement in order to provide housing for ambulance services.

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Mayor Trey Wilkerson recused himself from discussion and voting.
Brian Moreno made the motion to approve and Luis Maldonado second.
All in Favor, none opposed, motion carries.

Item #3: Consideration and possible action to approve Resolution 2022-01-003, which would update signatories for all bank accounts for the City of Diboll.

Luis Maldonado made the motion to approve and Brian Moreno second.
All in Favor, none opposed, motion carries.

Item #4: Consideration and possible action to approve Resolution 2022-01-004, entering into a service agreement with Motorola Solutions / WatchGuard Video for Police Department Unit and Body Cameras.

Charles Moses, Sr. made the motion to approve and Ruben Terrazas second.
All in Favor, none opposed, motion carries.

Item #5: Consideration and possible action to approve Ordinance 2022-01-001 for the second amendment to the 2021-2022 Operating Budget.

Ruben Terrazas made the motion to approve and Charles Moses, Sr. second.
All in Favor, none opposed, motion carries.

Item #6: PUBLIC HEARING Consideration and possible action to approve the first reading of Ordinance 2022-01-002 to abandon a portion of Cooper Street deemed to not have a public use.

No public participation.

Item #7: DEPARTMENT HEAD REPORTS

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Council reconvened at 6:06 p.m. into open session following closed door session and took no action.

Adjournment:

Mayor Wilkerson called to adjourn at 6:06 p.m.

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Minutes of the January 11, 2022 Regular Session Meeting approved by council on this the 8th day of February, 2022

_____
Trey Wilkerson, Mayor

ATTEST BY:

_____
Rosa M. Olvera, City Secretary

STATE OF TEXAS §
ANGELINA COUNTY §
CITY OF DIBOLL §

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City of Diboll
Financial Statement
As of January 31, 2022

2/1/2022 2:40 PM

01 - General Fund	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Revenue Summary							
Licenses & Permits	3,082.59	1,110.24	1,972.35	5,589.70	13,322.89	41.96%	7,733.19
Fines and Fees	40,129.77	41,212.24	(1,082.47)	134,595.79	494,546.94	27.22%	359,951.15
Franchise Tax	1,262.21	33,333.33	(32,071.12)	21,741.09	400,000.00	5.44%	378,258.91
Property Tax	494,451.26	103,549.25	390,902.01	707,790.04	1,242,590.97	56.96%	534,800.93
Sales Tax	72,869.87	52,458.25	20,411.62	211,170.68	629,499.03	33.55%	418,328.35
Interest	230.85	208.33	22.52	883.35	2,500.00	35.33%	1,616.65
Charges for Service	0.00	416.67	(416.67)	5,500.00	5,000.00	110.00%	(500.00)
Miscellaneous	21,224.29	6,648.60	14,575.69	81,292.29	60,087.50	135.29%	(21,204.79)
Revenue Totals	633,250.84	238,936.91	394,313.93	1,168,562.94	2,847,547.33	41.04%	1,678,984.39
Expense Summary							
Insurance	25.86	5,316.05	(5,290.19)	61,907.20	63,792.56	97.04%	1,885.36
Fines & Fees	0.00	38.33	(38.33)	160.49	460.00	34.89%	299.51
Administrative	28,231.36	14,653.20	13,578.16	68,217.19	175,838.38	38.80%	107,621.19
Capital Purchase	1,033.00	10,064.62	(9,031.62)	34,764.42	97,580.33	35.63%	62,815.91
Contractual & Professional Services	18,934.90	16,945.59	1,989.31	84,624.61	205,741.00	41.13%	121,116.39
Intergov't Contracts	6,942.60	6,144.34	798.26	16,909.23	73,732.00	22.93%	56,822.77
Utility	9,620.01	7,513.50	2,106.51	24,427.62	90,162.00	27.09%	65,734.38
Repairs & Maintenance	11,498.49	11,290.75	207.74	63,878.11	135,489.00	47.15%	71,610.89
Materials & Supplies	6,793.56	13,738.81	(6,945.25)	36,409.09	164,865.53	22.08%	128,456.44
Miscellaneous	115.88	133.33	(17.45)	596.14	1,600.00	37.26%	1,003.86
Payroll Expense	148,440.89	172,761.84	(24,320.95)	667,545.68	2,064,142.13	32.34%	1,396,596.45
Personnel	3,564.95	3,031.69	533.26	6,672.34	40,380.00	16.52%	33,707.66
Transfers	0.00	(22,583.97)	22,583.97	(256,270.86)	(265,235.63)	96.62%	(8,964.77)
Expense Totals	235,201.50	239,048.08	(3,846.58)	809,841.26	2,848,547.30	28.43%	2,038,706.04

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City of Diboll
Financial Statement
As of January 31, 2022

02 - Utility Fund	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Revenue Summary							
Charges for Service	227,567.60	224,114.41	3,453.19	901,668.54	2,689,373.00	33.53%	1,787,704.46
Miscellaneous	151.48	0.00	151.48	1,697.26	0.00	0.00%	(1,697.26)
Penalties & Interest	14,734.77	1,812.50	12,922.27	46,729.56	21,750.00	214.85%	(24,979.56)
Fines and Fees	409.24	83.33	325.91	967.06	1,000.00	96.71%	32.94
Interest	0.00	33.33	(33.33)	44.46	400.00	11.12%	355.54
Revenue Totals	242,863.09	226,043.57	16,819.52	951,106.88	2,712,523.00	35.06%	1,761,416.12
Expense Summary							
Insurance	0.00	2,128.84	(2,128.84)	25,081.89	25,546.05	98.18%	464.16
Administrative	7,466.96	3,506.25	3,960.71	20,631.26	42,075.00	49.03%	21,443.74
Contractual & Professional Services	36,224.45	69,548.88	(33,324.43)	293,081.07	841,920.00	34.81%	548,838.93
Utility	11,620.42	12,685.00	(1,064.58)	43,481.12	152,220.00	28.56%	108,738.88
Repairs & Maintenance	5,563.55	15,525.01	(9,961.46)	51,270.65	186,300.00	27.52%	135,029.35
Materials & Supplies	15,474.25	13,020.83	2,453.42	43,969.89	156,250.00	28.14%	112,280.11
Payroll Expense	36,749.11	46,861.85	(10,112.74)	144,770.66	550,342.03	26.31%	405,571.37
Personnel	189.92	899.99	(710.07)	2,336.13	10,800.00	21.63%	8,463.87
Note Expense	0.00	2,869.82	(2,869.82)	34,437.78	34,437.78	100.00%	0.00
Fines & Fees	0.00	550.00	(550.00)	1,757.91	6,600.00	26.64%	4,842.09
Capital Purchase	0.00	5,833.62	(5,833.62)	0.00	68,336.48	0.00%	68,336.48
Intergov't Contracts	758.03	3,333.33	(2,575.30)	1,419.61	40,000.00	3.55%	38,580.39
Transfers	0.00	50,830.97	(50,830.97)	611,638.52	611,638.52	100.00%	0.00
Expense Totals	114,046.69	227,594.39	(113,547.70)	1,273,876.49	2,726,465.86	46.72%	1,452,589.37

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03 - Recreation Fund	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Revenue Summary							
Rentals & Leases	5,441.60	4,178.27	1,263.33	23,775.95	50,139.29	47.42%	26,363.34
Revenue Totals	5,441.60	4,178.27	1,263.33	23,775.95	50,139.29	47.42%	26,363.34
Expense Summary							
Insurance	0.00	51.03	(51.03)	600.13	612.38	98.00%	12.25
Administrative	55.00	368.75	(313.75)	309.88	4,425.00	7.00%	4,115.12
Contractual & Professional Services	60.00	(182.50)	242.50	240.00	2,810.00	8.54%	2,570.00
Utility	3,370.62	4,526.00	(1,155.38)	17,612.09	54,312.00	32.43%	36,699.91
Repairs & Maintenance	24.73	1,708.34	(1,683.61)	475.74	20,500.00	2.32%	20,024.26
Materials & Supplies	0.00	41.67	(41.67)	299.97	500.00	59.99%	200.03
Payroll Expense	2,852.31	3,227.31	(375.00)	13,617.89	38,727.71	35.16%	25,109.82
Transfers	0.00	(7,231.67)	7,231.67	(86,780.00)	(86,780.00)	100.00%	0.00
Expense Totals	6,362.66	2,508.93	3,853.73	(53,624.30)	35,107.09	-152.74%	88,731.39

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04 - Equipment Fund	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Expense Summary							
Transfers	0.00	1,916.67	(1,916.67)	23,000.00	23,000.00	100.00%	0.00
Expense Totals	0.00	1,916.67	(1,916.67)	23,000.00	23,000.00	100.00%	0.00

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05 - Restricted Fund	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Revenue Summary							
Miscellaneous	0.00	200.00	(200.00)	366.40	2,400.00	15.27%	2,033.60
Donations	0.00	0.00	0.00	900.00	0.00	0.00%	(900.00)
Contributions & Grants	0.00	9,325.00	(9,325.00)	111,900.00	111,900.00	100.00%	0.00
Revenue Totals	0.00	9,525.00	(9,525.00)	113,166.40	114,300.00	99.01%	1,133.60
Expense Summary							
Grant Expense	13,400.00	9,325.00	4,075.00	6,596.20	111,900.00	5.89%	105,303.80
Project Expense	426.89	191.67	235.22	(569.50)	2,300.00	(24.76%)	2,869.50
Expense Totals	13,826.89	9,516.67	4,310.22	6,026.70	114,200.00	5.28%	108,173.30

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06 - Hotel/Motel Tax Fund	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Revenue Summary							
Hotel Motel Tax	0.00	1,666.67	(1,666.67)	5,917.60	20,000.00	29.59%	14,082.40
Revenue Totals	0.00	1,666.67	(1,666.67)	5,917.60	20,000.00	29.59%	14,082.40
Expense Summary							
Administrative	0.00	333.33	(333.33)	0.00	4,000.00	0.00%	4,000.00
Transfers	0.00	1,333.33	(1,333.33)	16,000.00	16,000.00	100.00%	0.00
Expense Totals	0.00	1,666.66	(1,666.66)	16,000.00	20,000.00	80.00%	4,000.00

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07 - Seized Fund	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Revenue Summary							
Interest	0.51	0.00	0.51	2.04	0.00	0.00%	(2.04)
Revenue Totals	0.51	0.00	0.51	2.04	0.00	0.00%	(2.04)

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09 - MC Security Fund	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Revenue Summary							
Fines and Fees	1,177.05	416.67	760.38	3,750.62	5,000.00	75.01%	1,249.38
Revenue Totals	1,177.05	416.67	760.38	3,750.62	5,000.00	75.01%	1,249.38
Expense Summary							
Grant Expense	0.00	254.54	(254.54)	0.00	2,800.00	0.00%	2,800.00
Utility	0.00	3,107.66	(3,107.66)	0.00	30,094.00	0.00%	30,094.00
Transfers	0.00	416.67	(416.67)	5,000.00	5,000.00	100.00%	0.00
Expense Totals	0.00	3,778.87	(3,778.87)	5,000.00	37,894.00	13.19%	32,894.00

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10 - MC Tech Fund	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Revenue Summary							
Fines and Fees	1,033.98	500.00	533.98	3,299.14	6,000.00	54.99%	2,700.86
Revenue Totals	1,033.98	500.00	533.98	3,299.14	6,000.00	54.99%	2,700.86
Expense Summary							
Utility	721.91	455.92	265.99	1,444.41	5,471.00	26.40%	4,026.59
Materials & Supplies	0.00	277.72	(277.72)	0.00	3,055.00	0.00%	3,055.00
Expense Totals	721.91	733.64	(11.73)	1,444.41	8,526.00	16.94%	7,081.59

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11 - PEG Fund	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Revenue Summary							
Franchise Tax	0.00	291.67	(291.67)	1,107.15	3,500.00	31.63%	2,392.85
Revenue Totals	0.00	291.67	(291.67)	1,107.15	3,500.00	31.63%	2,392.85

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12 - Red Light Fund	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Revenue Summary							
Interest	6.39	0.00	6.39	34.69	0.00	0.00%	(34.69)
Revenue Totals	6.39	0.00	6.39	34.69	0.00	0.00%	(34.69)
Expense Summary							
Transfers	0.00	2,272.72	(2,272.72)	25,000.00	25,000.00	100.00%	0.00
Expense Totals	0.00	2,272.72	(2,272.72)	25,000.00	25,000.00	100.00%	0.00

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13 - Debt Service Fund	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Revenue Summary							
Property Tax	55,367.55	11,647.40	43,720.15	79,687.11	139,768.76	57.01%	60,081.65
Interest	9.27	0.00	9.27	23.26	0.00	0.00%	(23.26)
Revenue Totals	55,376.82	11,647.40	43,729.42	79,710.37	139,768.76	57.03%	60,058.39
Expense Summary							
Bond Expense	377,942.90	41,230.72	336,712.18	377,942.90	494,768.76	76.39%	116,825.86
Fines & Fees	300.00	20.83	279.17	300.00	250.00	120.00%	(50.00)
Transfers	0.00	(31,519.00)	31,519.00	(378,228.00)	(378,228.00)	100.00%	0.00
Note Expense	0.00	1,914.83	(1,914.83)	0.00	22,978.00	0.00%	22,978.00
Expense Totals	378,242.90	11,647.38	366,595.52	14.90	139,768.76	0.01%	139,753.86

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14 - Endowment Fund	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Revenue Summary							
Interest	0.00	526.40	(526.40)	0.00	6,316.80	0.00%	6,316.80
Revenue Totals	0.00	526.40	(526.40)	0.00	6,316.80	0.00%	6,316.80
Expense Summary							
Transfers	0.00	526.40	(526.40)	0.00	6,316.80	0.00%	6,316.80
Expense Totals	0.00	526.40	(526.40)	0.00	6,316.80	0.00%	6,316.80

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16 - MC Local Truancy Prevention & Diversion Fund	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Revenue Summary							
Fines and Fees	1,055.41	583.33	472.08	3,357.52	7,000.00	47.96%	3,642.48
Revenue Totals	1,055.41	583.33	472.08	3,357.52	7,000.00	47.96%	3,642.48
Expense Summary							
Contractual & Professional Services	0.00	772.72	(772.72)	0.00	9,000.00	0.00%	9,000.00
Expense Totals	0.00	772.72	(772.72)	0.00	9,000.00	0.00%	9,000.00

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17 - MC Municipal Jury Fund	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Revenue Summary							
Fines and Fees	21.05	10.00	11.05	67.08	120.00	55.90%	52.92
Revenue Totals	21.05	10.00	11.05	67.08	120.00	55.90%	52.92

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18 - Keep Diboll Beautiful	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Revenue Summary							
Contributions & Grants	0.00	1,047.93	(1,047.93)	12,575.19	12,575.19	100.00%	0.00
Revenue Totals	0.00	1,047.93	(1,047.93)	12,575.19	12,575.19	100.00%	0.00
Expense Summary							
Project Expense	0.00	1,047.93	(1,047.93)	0.00	12,575.19	0.00%	12,575.19
Expense Totals	0.00	1,047.93	(1,047.93)	0.00	12,575.19	0.00%	12,575.19

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50 - Restricted Project Fund	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Expense Summary							
Transfers	0.00	(34,583.34)	34,583.34	(415,000.00)	(415,000.00)	100.00%	0.00
Expense Totals	0.00	(34,583.34)	34,583.34	(415,000.00)	(415,000.00)	100.00%	0.00

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DIBOLL CITY COUNCIL
12-MONTH ATTENDANCE RECORD

Council Member	2/9/21	3/9/21	3/16/21	4/13/21	4/29/21	5/4/21	5/11/21	5/17/212	5/20/212	5/27/21	6/8/212	7/13/212
Brian Moreno						0	0	0	0	0	0	0
Ruben Terrazas						0	0	0	0	0	0	1
Daniel Lopez	0	0	0	0	0	0	0	0	0	0	0	0
Charles Moses, Sr.	0	0	0	0	0	0	0	0	0	0	0	1
Benita Sheffield Duffield	0	1	1	0	0	0	0	0	0	1	0	0
Luis Maldonado	0	0	0	0	0	0	0	0	0	0	0	1
Trey Wilkerson	0	0	0	0	0	0	0	0	0	0	0	0
Total Absences	**0**	**1**	**1**	**0**	**0**	**0**	**0**	**0**	**0**	**1**	**0**	**3**

Council Member	7/20/21	8/10/21	8/24/212	9/14/21	9/21/21	9/30/21	10/6/21	10/6/22	11/9/21	12/14/21	1/11/2022	TOTAL TO-DATE
Brian Moreno	0	0	0	0	0	0	0	0	0	0	0	**0**
Ruben Terrazas	1	0	0	0	0	0	0	0	0	0	0	**2**
Daniel Lopez	0	0	0	0	0	0	0	0	0	1	0	**1**
Charles Moses, Sr.	0	0	0	0	0	0	0	0	0	0	0	**1**
Benita Sheffield Duffield	0	0	0	0	0	0	0	0	0	0	0	**3**
Luis Maldonado	1	0	1	0	0	0	0	0	0	1	0	**4**
Trey Wilkerson	0	0	0	0	0	0	0	0	0	0	0	**0**
Total Absences	**2**	**0**	**1**	**0**	**0**	**0**	**0**	**0**	**0**	**2**	**0**	**11**

Rosa M. Olvera

Rosa M. Olvera, City Secretary

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RESOLUTION NO. 2022-02-001

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DIBOLL, TEXAS, CONCERNING THE APPOINTMENT OF A JUDGE OF THE MUNICIPAL COURT

WHEREAS, the City of Diboll presiding municipal court judge recently retired, effective upon appointment of a successor; and

WHEREAS, in such a circumstance, Article IV, Section 4.02 of the Home Rule Charter of the City of Diboll authorizes the city council to appoint a municipal judge.

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

THAT the city council does hereby appoint Bruce W. Green as judge of the municipal court for a term of two (2) years from the date of appointment, pursuant to Section 29.005 of the Texas Government Code.

PASSED, APPROVED AND ADOPTED on this 8th day of February, 2022, at a regular meeting of the City Council of the City of Diboll, Texas, which meeting was held in compliance with the Open Meetings Act, Texas Government Code §551.001, *et Seq*. at which meeting a quorum was present and voting.

_____
Trey Wilkerson, Mayor

ATTEST:

_____
Rosa Olvera, City Secretary

APPROVED AS TO FORM

_____
John Sloan, City Attorney

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OATH OF OFFICE (Tex. Const. Art. XVI, Sec. 1(a), amended 2001)

IN THE NAME AND BY THE AUTHORITY OF

THE STATE OF TEXAS

Oath of Office

I, _____, do solemnly swear (or affirm), that I will faithfully execute the duties of the office of _____ of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and the laws of the United States and of this State, so help me God.

_____
Affiant

Sworn to and subscribed before me by affiant on this _____ day of _____, 20___.

_____
Signature of Person Administering Oath

(municipal court seal)

_____
Printed Name

_____
Title

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OFFICE OF COURT ADMINISTRATION

205 WEST 14TH STREET, SUITE 600 • (512) 463-1625 • FAX (512) 463-1865
P.O. BOX 12066 • AUSTIN, TEXAS 78711-2066
http://www.txcourts.gov

DAVID SLAYTON
Administrative Director

REPORT OF CHANGE/VACANCY IN MAYOR OR MUNICIPAL COURT JUDGE OR CLERK

Section 29.013(a) of the Government Code requires the secretary of a municipality to notify the Texas Judicial Council of the name of each person who is elected or appointed as mayor, municipal court judge, or clerk of a municipal court within 30 days after the date of the person's election or appointment. The secretary is also required to notify the Texas Judicial Council of the name the mayor, municipal court judge or clerk that vacates such an office.

NOTE: Judges include the presiding judge, associate judges, alternate judges, contracted judges or another other person who serves in a judicial capacity for the city.

Appointment or Election

Name:

Position:

City/Court:

Appointed or Elected? □ Appointed □ Elected **Date Appointed or Elected:**

Email:

Phone:

Vacated position

Name:

Position:

City/Court:

Date vacated:

Return by mail to the attention of Judicial Information at the address listed above, fax to the number listed above, OR email to reportingsection@courts.state.tx.us.

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Form #2204 Rev 9/2017 **Submit to:** **SECRETARY OF STATE** **Government Filings Section** **P O Box 12887** **Austin, TX 78711-2887** **512-463-6334** **FAX 512-463-5569** **Filing Fee: None**	**This space reserved for office use** **OATH OF OFFICE**

IN THE NAME AND BY THE AUTHORITY OF THE STATE OF TEXAS,
I, Michael Skillern , do solemnly swear (or affirm), that I will faithfully execute the duties of the office of Chief of Police for the City of Diboll of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State, so help me God.

_____
Signature of Officer

Certification of Person Authorized to Administer Oath

State of _____

County of _____

Sworn to and subscribed before me on this _____ day of _____, 20____.

(Affix Notary Seal, only if oath administered by a notary.)

_____
Signature of Notary Public or
Signature of Other Person Authorized to Administer An Oath

Trey Wilkerson
_____
Printed or Typed Name

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CITY OF DIBOLL
PUBLIC HEARING NOTICE
PETITION FOR VOLUNTARY ANNEXATIONS OF ONE (1) ANGELINA COUNTY PROPERTY

The City of Diboll will hold a public hearing at 5:15 p.m. on Tuesday, February 8, 2022, at Diboll City Hall (400 Kenley Street) regarding the submission of Petition of Voluntary Annexations of one (1) Property in Angelina County, as shown on the Angelina County Appraisal District website, http://www.angelinacad.org, listed as follows:

1. Property ID 74159, Owner - 2013 DIBTEX LAND LTD

The purpose of this meeting is to inform citizens of these petitions, which would allow this property to be within the city limits.

Citizens unable to attend this meeting may submit their views and proposals to the attention of Mayor Trey Wilkerson at the Diboll City Hall, 400 Kenley, Diboll, Texas 75941. Persons with disabilities that wish to attend this meeting should contact the City Hall to arrange for assistance.

Individuals who require auxiliary aids or services for this meeting should contact the City Hall at least two days before the meeting so that appropriate arrangements can be made. Para más información en español, comuníquese con Diboll City Hall al (936) 829-4757.

Sam Durham, CGFO, CPM
Interim - City Secretary
City of Diboll

I certify that this Public Hearing Notice was posted in a glass-enclosed case in front of City Hall at 400 Kenley Street, Diboll, Texas, and available for viewing by the public prior to 5:00 p.m. on **January 29, 2022** as well as at the City's website at www.cityofdiboll.com.

This facility is wheelchair accessible and accessible parking spaces are available. Request for accommodations or interpretive services must be made 48 hours prior to this meeting. Please contact the City Secretary Office at (936)829-6802 or (936)829-4757 for further information.

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ORDINANCE NO. 2022-02-002

AN ORDINANCE GRANTING THE REQUEST OF 2013 DBTEX LAND LTD. FOR ANNEXATION TO THE CITY OF DIBOLL,TEXAS, OF 204.007 ACRES, COMPOSED OF ONE TRACT OF LAND LOCATED ON, OR CLOSE TO FARM-TO-MARKET ROAD 1818 AND IDENTIFED ON THE ANGELINA COUNTY APPRAISAL DISTRICT'S ASSIGNED PROPERTY IDENTIFICATION NUMBERS AS PROPERTIES #74159 – 204.007 ACRES; PROVIDING FOR THE EXTENSION OF CERTAIN BOUNDARY LIMITS OF THE CITY OF DIBOLL, TEXAS TO INCLUDE SAID TRACT; APPROVING AND AUTORIZING AN ANNEXATION AGREEMENT AND SERVICE PLAN FOR SUCH ANNEXATION; PROVIDING FOR SEVERABILITY AND MAKING OTHER PROVISIONS RELATED TO THE SUBJECT

WHEREAS, the landowner of the properties described in **Exhibit A,** attached hereto and incorporate herein, 2013 DBTEX LAND LTD, (the "Landowner") have submitted a petition attached as **Exhibit B** requesting annexation by the City of Diboll, Texas, acting by and through its governing body; and

WHEREAS, Texas Local Government Code Section 43.0671 allows the City to annex property upon request of the area landowner; and

WHEREAS, the Landowner and the City of Diboll entered into an agreement for the provision of services (the "Service Plan") upon annexation as detailed in **Exhibit C** attached hereto and incorporated herein on February 8, 2022; and

WHEREAS, on February 8, 2022 a public hearing a was held at the City of Diboll, City Hall, City of Diboll City Hall, 400 Kenley, Diboll, Texas 75941 where all interested persons were provided an opportunity to be heard on the request for annexation of the Properties;

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

Section 1. That all of the recitals in the preamble hereinabove stated are found to be true and correct and are incorporated herein and made a part of this ordinance.

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Section 2. That the request for the annexation of the tract of land and territory, described in **Exhibit A** attached hereto and incorporated herein for all purposes is hereby **GRANTED.**

Section 3. That the land and territories are hereby added and annexed to the City of Diboll, Texas, and said territories hereinafter described shall hereafter be included within the boundary limits of the City of Diboll, Texas, to-wit:

SEE ATTACHED

(EXHIBIT A)

Section 4. That the above described territories and the areas so annexed shall be a part of the City of Diboll, Texas, and the property so added hereby shall bear its pro rata part of the taxes levied by the City of Diboll, Texas, and the inhabitants thereof shall be entitled to all of the rights and privileges of all the citizens and shall be bound by the acts, ordinances, resolutions, and regulations of the City of Diboll, Texas.

Section 5. That the Service Agreement and Service Plan attached hereto, as **Exhibit C** is hereby adopted as part of the annexation of the Properties described in **Exhibit A**.

Section 6. That should any section or part of this ordinance be held unconstitutional, illegal, or invalid, or the application thereof ineffective or inapplicable as to any territory, such unconstitutionality, illegality, invalidity, or ineffectiveness of such sections or part shall in no wise affect, impair, or invalidate the remaining portion or portions thereof, but as to such remaining portion or portions, the same shall be and remain in full force and effect.

Section 7. That should this ordinance for any reason be ineffective as to any part of the area hereby annexed to the City of Diboll, such ineffectiveness of this ordinance as to any such part or parts of any such area shall not affect the effectiveness of this ordinance as to all of the remainder of the area. If there is included within the general description of territory set out in this Ordinance to be annexed to the City of Diboll any lands or area which are presently part of and included within the limits of any other city or within the extraterritorial jurisdiction of any other city, or which are not within the City of Diboll's jurisdiction to annex, the same is hereby excluded and excepted from the territory to be annexed as fully as if such excluded and excepted area were expressly described herein.

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PASSED AND APPROVED in Diboll, Texas this _____ day of _____, 2022.

CITY OF DIBOLL, TEXAS

_____
Trey Wilkerson, Mayor

ATTEST:

_____
Rosa Olvera, City Secretary

Attachments:

Exhibit A- Description of Tracts to be Annexed

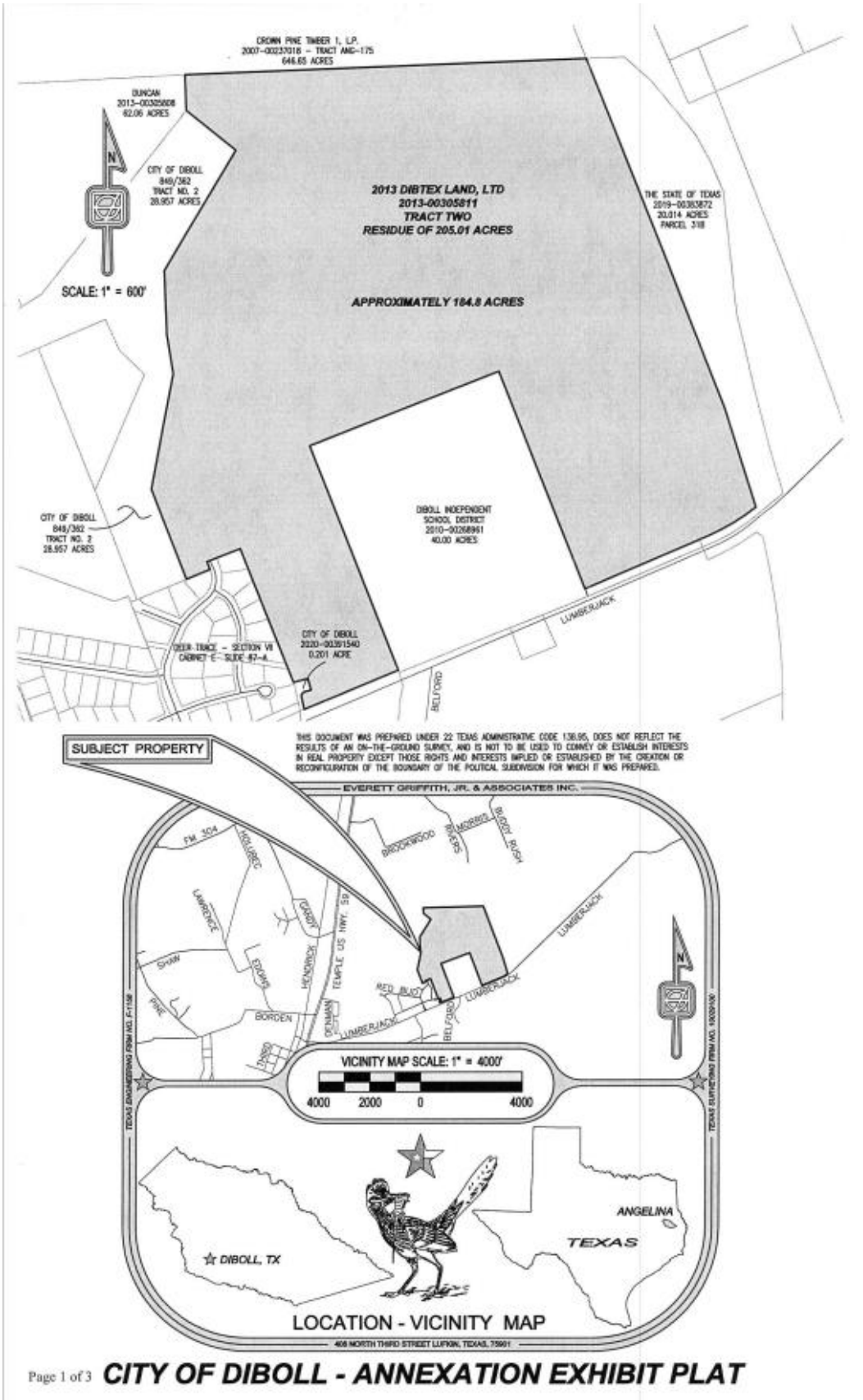
Exhibit B- Petition Request for Annexation of Tracts by Landowner

Exhibit C- Service Agreement and Service Plan for Annexed Areas

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Exhibit A

Description of Tracts to be Annexed



 CITY OF DIBOLL - ANNEXATION EXHIBIT PLAT

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Exhibit A

Description of Tracts to be Annexed

CITY OF DIBOLL
184.8 ACRE TRACT (APPROXIMATE)
J.A. PRADO SURVEY, ABSTRACT NO. 38
ANGELINA COUNTY, TEXAS

BEING all that certain tract or parcel of land lying and situated in Angelina County, Texas, out of the J.A. PRADO SURVEY, ABSTRACT NO. 38, and being a part or portion of that certain 205.01 acre tract described as Tract Two in a deed dated May 31, 2013 from Landinvest-2009, LLC to 2013 DibTex Land, Ltd. and recorded in Instrument No. 2013-00305811 of the Official Public Records of Angelina County, Texas, to which reference is hereby made for any and all purposes and the said tract or parcel being described by metes and bounds as follows, to-wit:

BEGINNING at a point on a West boundary line of the aforesaid referred to 205.01 acre tract on the East boundary line of that certain 40.00 acre tract described in a deed dated May 27, 2010 from TIN, Inc., to Diboll Independent School District and recorded in Instrument No. 2010-00268961 on the said Official Public Records, at the Northwest corner of that certain 0.8024 acre tract described in a deed dated November 11, 2019 from 2013 Dibtex Land, LTD to the City of Diboll and recorded in Instrument No. 2019-00388331 of the said Official Public Records;

THENCE, along the common boundary lines of the said 205.01 acre tract and the said 40.00 acre tract, the following three courses:

1) Northerly, approximately 1382.2 feet to a corner;

2) Westerly, approximately 1200.2 feet to a corner;

3) Southerly, approximately 1418.4 feet to a Southeast corner of the said 205.01 acre tract and the Northeast corner of a certain 0.553 acre tract (not found of record);

THENCE, Westerly, along a South boundary line of the said 205.01 acre tract and along the North boundary line of said 0.553 acre tract, at approximately 601.1 feet the Southeast corner of that certain 0.201 acre tract described in a deed dated February 24, 2020 from 2013 Dibtex Land, Ltd. to the City of Diboll and recorded in Instrument No. 2020-00391540 of the said Official Public Records;

THENCE, across the said 205.01 acre tract and along the Easterly and Northerly boundary lines of the said 0.201 acre tract, the following five courses:

1) Northerly, approximately 85.3 feet to a corner;

2) Northeasterly, approximately 23.7 feet to a corner;

3) Easterly, approximately 44.5 feet to a corner;

4) Northerly, approximately 70.9 feet to a corner;

5) Westerly, approximately 85.9 feet to a corner, on the West boundary line of the said 205.01 acre tract and the East boundary line of DEER TRACE - SECTION VII, a subdivision in Angelina County, Texas, a plat of which is recorded in Cabinet E on Slide 87-A of the Map and Plat Records of said County;

THENCE, along the common boundary lines of the said 205.01 acre tract and the said DEER TRACE - SECTION VII, the following four courses:

1) Northerly, approximately 854.7 feet to a corner;

2) Westerly, approximately 210.2 feet to a corner;

3) Southerly, approximately 50.1 feet to a corner;

4) Westerly, approximately 150.0 feet to the Southeast corner of that certain 28.957 acre tract described as Tract No. 2 in a deed dated September 6, 1991 from Diboll Booster Club to City of Diboll and recorded in Volume 849 on Page 362 of the Real Property Records of said County;

THENCE, along the common boundary lines of the said 205.01 acre tract and the said 28.957 acre tract, the following six courses:

1) Northerly, approximately 572.8 feet to a corner;

2) Northerly, approximately 696.3 feet to a corner;

3) Northerly, approximately 236.3 feet to a corner;

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Exhibit A

Description of Tracts to be Annexed

4) Northerly, approximately 378.4 feet to a corner;

5) Northerly, approximately 830.2 feet to a corner;

6) Northeasterly, approximately 376.0 feet to a common corner of the said 205.01 acre tract, the said 28.957 acre tract, and that certain 62.06 acre tract described as Ninth in a deed dated May 31, 2013 from Landinvest-2009, LLC to Scott B. Duncan and recorded in Instrument No. 2013-00305808 of the said Official Public Records;

THENCE Northerly, along a common boundary line of the said 205.01 acre tract and the said 62.06 acre tract, at approximately 214.5 feet the Northwest corner of the said 205.01 acre tract and the Northeast corner of the said 62.06 acre tract, on the South boundary line of that certain 646.65 acre tract described as Tract ANG-175 in a deed dated October 30, 2007 from TIN, Inc., to Crown Pine Timber 1, L. P. and recorded in Instrument No. 2007-00237018 of the said Official Public Records;

THENCE Easterly, along the North boundary line of the said 205.01 acre tract and along the South boundary line of said 646.65 acre tract, approximately 2365.1 feet the Northwest corner of that certain 20.014 acre tract described as Parcel 31B in a Judgement of Court in Absence of Objection styled The State of Texas v. 2013 Dibtex Land, Ltd., et al and recorded in Instrument No. 2019-00383872 of the said Official Public Records;

THENCE, across the said 205.01 acre tract and along the boundary lines of the said 20.014 acre tract, the following four courses:

1) Southerly, approximately 1299.2 feet to a corner;

2) Southerly, approximately 934.0 feet to a corner;

3) Southerly, approximately 616.8 feet to a corner;

4) Westerly, 393.8 feet along a curve with a radius of 1428.00 feet to a Westerly corner of the said 20.014 acre tract and the Northeast corner of the said 0.8024 acre tract;

THENCE Westerly, continuing across the said 205.01 acre tract and along the North boundary line of the said 0.8024 acre tract, at 722.7 feet the PLACE OF BEGINNING and containing approximately 184.8 acres of land, more or less.

EVERETT GRIFFITH, JR. & ASSOCIATES, INC.
Engineering and Surveying
Texas Surveying Firm No. 10029100
408 North Third Street
Lufkin, Texas 75901
(936) 634-5528
December 30, 2021

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Exhibit B

Petition Request for Annexation of Tracts by Landowner

PETITION FOR VOLUNTARY ANNEXATION INTO THE CORPORATE LIMITS OF THE CITY OF DIBOLL, TEXAS

To: The Mayor and City Council of the City of Diboll, Texas:

The undersigned owner(s) of the hereinafter described tract of land which is contiguous to the City of Diboll, being one-half mile or less in width and is vacant and without residents, or on which less than three (3) qualified voters reside, hereby petition your honorable body to extend the present City limits so as to include and annex as part of the City of Diboll, Texas, the property described by metes and bounds on the attached Exhibit "A" which is incorporated herein for all purposes. The owner(s) do hereby certify that this petition is **signed and acknowledged** by each and every person, corporation or entity owning said land or having an ownership interest in any part thereof.

By: _____

By: _____

STATE OF TEXAS

COUNTY OF ANGELINA

This instrument was acknowledged before me by Scott Duncan

and _____ on the 21st day of December

2021.

TYANE THOMAS DIETZ
Notary Public, State of Texas
Comm. Expires 11-13-2024
Notary ID 132782899

Tyane Thomas Dietz
Notary Public, State of Texas

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Exhibit C

Service Agreement and Service Plan for Annexed Areas

MUNICIPAL SERVICES AGREEMENT

BETWEEN THE CITY OF DIBOLL, TEXAS

AND 2013 Dibtex Land, LLC

This Municipal Services Agreement ("Agreement") is entered into on 21 day of December, 2022 by and between the City of Diboll, Texas, a home-rule municipality of the State of Texas, ("City") and Scott Duncan ("Owner").

RECITALS

The parties agree that the following recitals are true and correct and form the basis upon which the parties have entered into this Agreement.

WHEREAS, the City is currently classified as a Tier 1 municipality for purposes of annexation under the Texas Local Government Code ("LGC");

WHEREAS, Section 43.0671 of the LGC permits the City to annex an area if each owner of land in an area requests the annexation;

WHEREAS, where the City elects to annex such an area, the City is required to enter into a written agreement with the property owner(s) that sets forth the City services to be provided for the Property on or after the effective date of annexation;

WHEREAS, Owner owns certain parcels of land situated in Angelina County, Texas, which consists of approximately 185 acres of land in the City's extraterritorial jurisdiction, such property being more particularly described and set forth in Exhibit A attached and incorporated herein by reference ("Property");

WHEREAS, Owner has filed a written request with the City for full-purpose annexation of the Property, identified as Annexation Case No. 2022-01-001("Annexation Case");

WHEREAS, City and Owner desire to set out the City services to be provided for the Property on or after the effective date of annexation;

WHEREAS, the Annexation Case and execution of this Agreement are subject to approval by the Diboll City Council; and

NOW THEREFORE, in exchange for the mutual covenants, conditions and promises contained herein, City and Owner agree as follows:

1. **PROPERTY.** This Agreement is only applicable to the Property, which is the subject of the Annexation Case.

2. **INTENT.** It is the intent of the City that this Agreement provide for the delivery of full, available municipal services to the Property in accordance with state law, which may be accomplished through any means permitted by law.

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Exhibit C

Service Agreement and Service Plan for Annexed Areas

3. MUNICIPAL SERVICES.

a. Commencing on the effective date of annexation, the City will provide the municipal services set forth below. As used in this Agreement, "providing services" includes having services provided by any method or means by which the City may extend municipal services to any other area of the City, including the City's infrastructure extension policies and developer or property owner participation in accordance with applicable city ordinances, rules, regulations, and policies.

i. Police – The City's Police Department will provide protection and law enforcement services.

ii. Planning, Zoning, and Building – The City's Planning and Development Department will provide comprehensive planning, land development, land use, and building review and inspection services in accordance with all applicable laws, rules, and regulations.

iii. Publicly Owned Parks, Facilities, and Buildings

1. Residents of the Property will be permitted to utilize all existing publicly-owned and available parks, facilities (including, community service facilities, libraries, splash pads, etc.), and buildings throughout the City. Any private parks, facilities, and buildings will be unaffected by the annexation; provided, however, that the City will provide for maintenance and operation of the same upon acceptance of legal title thereto by the City and appropriations therefor.

2. In the event the City acquires any other parks, facilities, or buildings necessary for City services within the Property, the appropriate City department will provide maintenance and operations of the same.

iv. Streets - The City's Public Works Department will maintain the public streets and streetlights over which the City has jurisdiction. The City will provide regulatory signage services in accordance with the City policies and procedures and applicable laws.

v. Water and Wastewater

1. Existing, occupied homes that are using water-well and on-site sewer facilities on the effective date of annexation may continue to use the same.

2. Water and Wastewater service to the area will be provided in accordance with the applicable codes and departmental policy. When other property develops in the adjacent area, water and wastewater service shall be provided in accordance with extension ordinances. Extension of service shall comply with City codes and ordinances and in accordance with standard policy.

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Exhibit C

Service Agreement and Service Plan for Annexed Areas

vi. Code Compliance – The City's Code Compliance Department will provide education, enforcements, and abatement relating to code violations within the Property.

vii. Animal Control – The City's Animal Control Department will provide animal control services and applicable enforcement to the Property.

b. It is understood and agreed that the City is not required to provide a service that is not included in this Agreement.

c. Owner understands and acknowledges that the City departments listed above may change names or be re-organized by the City Manager. Any reference to a specific department also includes any subsequent City department that will provide the same or similar services.

4. **AUTHORITY**. City and Owner represent that they have full power, authority and legal right to execute, deliver and perform their obligations pursuant to this Agreement. Owner acknowledges that approval of the Annexation Case is within the sole jurisdiction of the City Council. Nothing in this Agreement guarantees favorable decisions by the City Council.

5. **SEVERABILITY**. If any part, term, or provision of this Agreement is held by the courts to be illegal, invalid, or otherwise unenforceable, such illegality, invalidity, or unenforceability will not affect the validity of any other part, term or provision, and the rights of the parties will be construed as if the part, term, or provision was never part of the Agreement.

6. **INTERPRETATION**. The parties to this Agreement covenant and agree that in any litigation relating to this Agreement, the terms and conditions of the Agreement will be interpreted according to the laws of the State of Texas. The parties acknowledge that they are of equal bargaining power and that each of them was represented by legal counsel in the negotiation and drafting of this Agreement.

7. **GOVERNING LAW AND VENUE**. Venue shall be in the state courts located in Angelina County, Texas and construed in conformity with the provisions of Texas Local Government Code Chapter 43. 10. NO WAIVER. The failure of either party to insist upon the performance of any term or provision of this Agreement or to exercise any right granted hereunder shall not constitute a waiver of that party's right to insist upon appropriate performance or to assert any such right on any future occasion.

8. **GOVERNMENTAL POWERS**. It is understood that by execution of this Agreement, the City does not waive or surrender any of its governmental powers or immunities.

9. **COUNTERPARTS**. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

10. **CAPTIONS**. The captions to the various clauses of this Agreement are for informational purposes only and shall not alter the substance of the terms and conditions of this Agreement.

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Exhibit C

Service Agreement and Service Plan for Annexed Areas

11. **AGREEMENT BINDS SUCCESSORS AND RUNS WITH THE LAND.** This Agreement is binding on and inures to the benefit of the parties, their successors, and assigns. The term of this Agreement constitutes covenants running with the land comprising the Property and is binding on the Owner.

12. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between the parties and supersedes all prior oral and written agreements between said parties. This Agreement shall not be amended unless executed in writing by both parties. Executed as of the day and year first above written to be effective on the effective date of annexation of the Property.

CITY OF DIBOLL

By:_____
Mayor

Property Owner

By:_____
Name: Scott Pincus
Title: President

Approved as to Form and Legality:

_____
City Attorney

Attest:

_____
City Secretary

Approvals:

Admin: _____

Ordinance No._____

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RESOLUTION 2022-02-003

A RESOLUTION OF CITY OF DIBOLL TEXAS, AUTHORIZING THE UPDATE SIGNATORIES FOR ALL BANK ACCOUNTS FOR THE CITY OF DIBOLL BANK ACCOUNTS FOR THE CITY OF DIBOLL,

WHEREAS, The City Council would like to update all signatories for all bank accounts for the City of Diboll; and

WHEREAS, Ms. Rosa Olvera has been hired as the City Secretary for the City of Diboll, effective January 25, 2022; and

WHEREAS, this will grant permission for City Manager Jason Arnold, Finance Director Sam Durham, City Secretary Rosa Olvera, and Mayor Trey Wilkerson to be eligible to sign on all bank accounts for the City of Diboll; and

NOW, THEREFORE, BE IT RESOLVED that the City of Diboll City Council approves the update of all signatories for all bank accounts for the City of Diboll to include newly hired City Secretary, Rosa Olvera, as recommended by the City Manager.

PASSED AND APPROVED at a regular meeting of the City Council of Diboll, Texas this the 8th day of February 2022.

_____
Trey Wilkerson, Mayor

ATTEST BY:

_____
Rosa Olvera, City Secretary

STATE OF TEXAS §
ANGELINA COUNTY §
CITY OF DIBOLL §

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ORDER OF ELECTION

ORDEN DE ELECION

An election is hereby ordered to be held on May 7, 2022 for the purpose of electing the following positions; Mayor at Large, District 2, District 4 and At Large Place 6.

Early Voting by Personal Appearance will be conducted each weekday at the main early voting site as follows:
[La votación adelantado en persona se llevará a cabo de Lunes a Viernes en el lugar asignado]

Diboll City Hall
400 Kenley
Diboll, Texas

Monday, April 25, 2022 between the hours of 8:00 a.m. and 5:00 p.m.

Tuesday, April 26, 2022 between the hours of 8:00 a.m. and 5:00 p.m.

Wednesday, April 27, 2022 between the hours of 8:00 a.m. and 5:00 p.m.

Thursday, April 28, 2022 between the hours of 8:00 a.m. and 5:00 p.m.

Friday, April 29, 2022 between the hours of 8:00 a.m. and 5:00 p.m.

Monday, May 2, 2022 between the hours of 8:00 a.m. and 5:00 p.m.

Tuesday, May 3, 2022 between the hours of 8:00 a.m. and 5:00 p.m.

Applications for a ballot by mail shall be mailed to:
[Las solictudes para boletas que se votarán en ausencia por correo deberán enviarse a]:

Rosa M. Olvera, Early Voting Clerk-City of Diboll
[*Secretaria de la Votación Adelantada de la Ciudad de Diboll]*
P.O. Box 340
Diboll, Texas 75941

Applications for a ballot by mail must be received no later than the close of business on Tuesday, April 26, 2022. [*Las solicitudes para boletas que se votarán en ausencia por correo deberán recibirse para el fin de las horas de negocio el Dia 26 de Abril, 2022].*

Issued this the 8th day of February, 2022. [Emitida este dia 8 de febrero, 2022]

_____
Trey Wilkerson, Mayor of City of Diboll [Alcalde de la ciudad de Diboll]

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ORDINANCE NO. 2022-02-004

AN APPROPRIATIONS ORDINANCE AUTHORIZING AN AMENDMENT TO THE 2021/2022 OPERATING BUDGET (BUDGET AMENDMENT NO. 03), PROVIDING FOR THE SUPPLEMENTAL APPROPRIATION OF FUNDS IN THE GENERAL FUND, SEIZED FUND, AND KEEP DIBOLL BEAUTIFUL FUND; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, The City Charter of the City of Diboll requires an Appropriations Ordinance be passed by the City Council each year showing revenue of the City from all sources and the expenditures to the various purposes for the fiscal year;

WHEREAS, City Council approved the 2021/2022 Operating Budget and appropriated the necessary funds out of the General Fund, Seized Fund, and Keep Diboll Beautiful Fund revenues for the maintenance and operation of various offices, departments and agencies of the City; and

WHEREAS, Council has reviewed and approves the report establishing the need to adjust appropriations in the General Fund, Seized Fund, and Keep Diboll Beautiful Fund.

THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF DIBOLL, TEXAS, THAT:

Section I

The City Council of the City of Diboll, Texas, hereby authorizes and approves an amendment to the 2021/2022 Operating Budget (Budget Amendment No. 03) for the purpose and in the amounts shown in the attached report, the amounts to be appropriated from Fund Balances:

The following are fund summaries of these adjustments for the budget line items that are affected:

General Fund

Current Expenditure Budget -	3,087,782.96
Proposed Expenditure Budget -	3,093,863.76
Decrease to Fund Balance	(6,080.80)
Current Revenue Budget -	2,812,867.33
Proposed Revenue Budget -	2,818,948.13
Increase to Fund Balance	6,080.80
Net effect to fund balance is a decrease of	-

Seized Fund

Current Expenditure Budget -	-
Proposed Expenditure Budget -	7,525

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Decrease to Fund Balance	(7,525.00)
Current Revenue Budget -	-
Proposed Revenue Budget -	-
Increase to Fund Balance	-
Net effect to fund balance is a decrease of	(7,525.00)

Keep Diboll Beautiful Fund

Current Expenditure Budget -	12,575.19
Proposed Expenditure Budget -	27,575.19
Decrease to Fund Balance	(15,000.00)
Current Revenue Budget -	12,575.19
Proposed Revenue Budget -	27,575.19
Increase to Fund Balance	15,000.00
Net effect to fund balance is a decrease of	-

Section II

The City Council of the City of Diboll, Texas, hereby amends the 2021/2022 Operating Budget in the General Fund, Seized Fund, and Keep Diboll Beautiful Fund adjusting appropriations as stated in Section 1 above.

Section III

That this ordinance shall be and become effective immediately upon and after its adoption and approval.

PASSED AND APPROVED by the City Council of the City of Diboll, Texas on this the 8th day of February, 2022.

_____
Trey Wilkerson, Mayor

ATTEST:

_____
Rosa Olvera, City Secretary

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Samantha Durham
Director of Finance

CITY OF DIBOLL

400 Kenley
PO Box 340
Diboll TX, 75941
(936)829-4757
Fax: (936)829-1179
Email:
sdurham@cityofdiboll.com

Interoffice Memorandum

DATE: **February 8, 2022**

TO: **Mayor and Council Members**

THRU: **Jason Arnold, City Manager**

SUBJ: **2021-2022 Budget Amendment No. 3**

ITEM NO. 1 POLICE DEPARTMENT PATROL CAR REPLACEMENT

We have two (2) Police Patrol Cars that have been totaled in accidents. We have received additional insurance proceeds to cover the cost of replacement in the amount of $6,080.80. Therefore, we have received a total of $65,167.50. Unfortunately, the cost for full replacement is $70,591.00. We are short by approx. $5,425.00. Requesting funds from the Police Department Seized Fund to cover the difference.

Therefore;

- Requesting to increase Budget Line Item 01-03-3970 Reimbursements by $6,080.80 to match revenue received, and
- Requesting to increase Budget Line Item 07-03-9999 Transfer to $5,425.00 for Transfer of Funds to the General Fund, and
- Requesting to decrease Budget Line Item 01-03-9999 Transfer to ($5,425.00) for Transfer of Funds from the Seized Fund, and
- Requesting to increase Budget Line Item 01-03-4080 Capital Improvements expense by $11,505.80 to replace the two (2) Police Patrol Cars.

This will have no effect on the General Fund Balance; this will reduce the Seizure Fund Balance by $5,425.00. Current Fund Balance estimated at $9,377.00

ITEM NO. 2 POLICE DEPARTMENT FIREARM REPLACEMENT / EXCHANGE

This is a request by the Police Department for the purchase of Qty. Fourteen (14) Glock 45 Gen 5 9mm firearms from GT Distributors - Austin. This purchase will include the trade in value for the department's current firearms and ammunition. The Interim Police Chief has requested this purchase be approved from the Seized Fund.

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Therefore;

- Requesting to increase Budget Line Item 07-03-9999 Transfer by $2,100.00 for Transfer of Funds from the Seized Fund to the General Fund, and
- Requesting to increase Budget Line Item 01-03-9999 Transfer by $2,100.00 for Transfer of Funds from the Seized Fund to the General Fund, and
- Requesting to increase Budget Line Item 01-03-4462 PD Equipment expense by $2,100.00 for the purchase requested.

This will have no effect on the General Fund Balance; this will reduce the Seizure Fund Balance by $2,100.00. Current Fund Balance estimated at $9,377.00

ITEM NO. 3 SALARY ADJUSTMENTS

In 22-21 FY budget preparation, $26,000.00 was allocated to cover the contractual expense to Angelina County for Ambulance Services. At this time, this contractual agreement has expired and the City of Diboll has made other contractual arrangements for Ambulance Services at no cost to the tax payer. This leaves $26,000.00 that can be utilized elsewhere. We request these funds be re-allocated to Police Department Salaries in order to better serve and protect the citizens of Diboll.

Therefore;

- Requesting to increase Budget Line Item 01-03-4800 Payroll - Salaries by $26,000, and
- Requesting to decrease Budget Line Item 01-01-4110 Intergov't Contract - Ambulance by $26,000, and

This will have no effect on the General Fund Balance.

ITEM NO. 4 H. EARL SNELLING PUBLIC PROPERTY BEAUTIFICATION TRUST

Regions Bank has managed the H. Earl Snelling Public Property Beautification Trust, as created under Mr. Snelling's Last Will & Testament, for the last twenty-five (25) years. Per the termination provisions of the Trust, twenty-five (25) years after Mr. Snelling's death, the appointed Board of Trust Managers was expressly directed to distribute all of the assets of the trust estate among "then existing cities and towns in Angelina County and Angelina County, Texas with particular preference being given to those cities and towns and said County which are willing to earmark funds received from such distribution for landscape beautification projects of publicly owned property to be undertaken by such cities, towns or county."

Therefore, the City of Diboll received Fifteen Thousand Dollars ($15,000.00) from the H. Earl Snelling Public Property Beautification Trust for the purpose of beautification of publically owned property.

At this time, we request these funds be allocated to the Keep Diboll Beautiful Fund and expensed according to its designated purpose.

Therefore;

- Requesting to increase Budget Line Item 18-01-3960 Donations by $15,000.00 to match revenue received, and
- Requesting to increase Budget Line Item 18-01-4210 KDB Expense by $15,000.00 for additional beautification projects as designated by the City Manager.

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Fond regards,



Sam Durham
Finance Director

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CLAIM NUMBER INVOICE NUMBER	PAYMENT FOR	FOR THE PERIOD	AMOUNT	ADJUSTER LINE CATEGORY
AU0000000155192	Diboll		6,080.80	SCurby Vehicle

City of Diboll	09053276	6,080.80	01/19/22

L378653

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Car 1 (Unit 2)

New car 2021 Charger - $27,640.00

Graphic Kit - $499.00 + $17.50 S&H – Total $516.50

Stop Sticks - $465.00 + $18.50 S&H – Total $483.50

Installation of old equipment and Computer - $1,750.00 SF

30,390
inc 30,042.50
short 327.50

Car 2 (Unit 3)

New car 2021 Charger - $27,640.00

Graphic Kit - $499.00 + $17.50 S&H – Total $516.50

Stop Sticks - $465.00 + $18.50 S&H – Total $483.50

New Equipment

Stalker Radar - $3,401.00

Whelen Lightbar w/siren controller and speaker - $3,200.00

Front cage - $800.00

Watchguard Rear Camera - $200.00

Shipping - $220.00

Installation some old and some new equipment and Computer - $1,750.00 SF

38,211
inc 29,025.00
short 9,186.00

+6080.00 insurance

Car 3 (Unit 1 – Sgt. Car)

Front cage - $800.00

S&H - $75.00

Installation - $500.00

1,375.00
if ordered changing the current budget item 01-03-4490

(5425.00) ?
Serial
2 general fur fixtures

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Nacogdoches Fleet Specialists
Po Box 632384
Nacogdoches,TX 75963
E-mail: sales@nacfleetspecialists.com
Phone: 936-635-0167

Estimate

Date	Estimate #
1/17/2022	1492022

Customer:

Diboll Police Department
400 Kenley St
Diboll, TX 75941

Project

Item	Description	Qty	Rate	Total
Havis 25" Charger Cons...	Console With Accessories & Shipping	2	625.00	1,250.00
Window Tint	Window tint full car	2	150.00	300.00
Setina Bumper	Charger bumper with shipping	1	440.00	440.00

Total **$1,990.00**

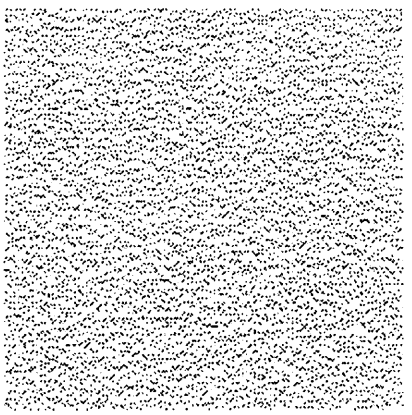
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Samantha Durham

From: Norman Williams <nwilliams@cityofdiboll.com>
Sent: Wednesday, January 26, 2022 3:12 PM
To: Samantha Durham
Subject: Fwd: GT Distributors Inc
Attachments: image001.gif; Diboll G45 quote.pdf

This is the quote for the new firearms, the price could go down depending on any other credit coming to us. These weapons are new and would update use from our current issue weapon which are over 10 years old and needing some minor repairs including the replacement of sights. These new weapons would be of a more common or military caliber which should make ammo availability easier and cheaper, which would also help the city and the department save money in the long run.

---------- Forwarded message ---------
From: **Mary Willard-Donnelly** <Mary.Willard@gtdist.com>
Date: Mon, Jan 24, 2022 at 12:34 PM
Subject: GT Distributors Inc
To: nwilliams@cityofdiboll.com <nwilliams@cityofdiboll.com>
Cc: Robert Arbuckle <robert@gtdist.com>



Good Afternoon Sir,

Please find the change to the Glock 45 with the Ameriglo Bold sights from the Glock factory sights attached.

Also I have reached out to Robert and asked him to get in touch with you regarding the ammo trade you discussed.

Please have a nice day and feel free to contact Robert or myself

Robert's phone number is 318-470-1130

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His email is robert@gtdist.com

Have a nice day and please stay safe

Thank you,

Mary Willard-Donnelly

Inside Acct Manager

OK, KS, NE, LA, AR, MO, NE TX

G T Distributors, Inc.

1124 New Meister Lane, Suite 100

Pflugerville, TX 78660

Office:512-451-8298

800-775-5996 ext 1205

Fax: 800-480-5845

mary.willard@gtdist.com

www.gtdist.com

****All ammunition orders require an FET.*

****Guns and Distraction Devices require*

Letter of Intent and FET

****QUOTE PRICING IS ONLY VALID FOR 30 DAYS FROM THE DATE THE QUOTE IS CREATED****

****DUE TO THE CURRENT EXTREME DEMAND BACK ORDERED AMMO CAN NOW HAVE UP TO 12-15 MONTH LEAD TIMES UNTIL FURTHER NOTICE****

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PLEASE NOTE ALL FIREARM, AMMUNITION, AND LESS LETHAL MUNITION PURCHASES WILL REQUIRE A FEDERAL EXCISE TAX FORM TO BE ON FILE AND EITHER AN ITEMIZED, SIGNED PO OR LETTER OF INTENT FOR ORDERS TO BE PROCESSED

--

"People sleep peaceably in their beds at night only because rough men stand ready to do violence on their behalf." **- George Orwell**

Stay Safe,

Norman Williams

Assistant Chief of Police
Diboll Police Department
Po Bx 340 / 400 Kenley
Diboll, Tx 75941

Ph: (936) 829-5586
Fx: (936) 829-5436

Disclaimer: This electronic message may contain information that is Proprietary, Confidential, or legally privileged or protected. It is intended only for the use of the individual(s) and entity named in the message. If you are not an intended recipient of this message, please notify the sender immediately and delete the material from your computer. Do not deliver, distribute or copy this message and do not disclose its contents or take any action in reliance on the information it contains. Any views expressed in this email are the personal opinions of the author and do not represent those of the Diboll Police Department.

Please note that any correspondence, such as e-mail or letters, sent to City Staff or City Officials may become a public record available for public/media review.

Attention Elected and Appointed Officials

A "Reply to All" of this e-mail may violate the Texas Open Meetings Act. Please reply only to the sender.

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Quote	QTE0149158
Date	1/21/2022
Page:	1

GT Distributors - Austin
1124 New Meister Ln., Ste 100
Pflugerville TX 78660
(512) 451-8298 Ext. 0000

Bill To:

Diboll Police Department (TX)
Attn: Accounts Payable
P O Box 340
Diboll TX 75941

Ship To:

Diboll Police Department (TX)
400 Kenly Street
Attn: Michael Ramsey
Diboll TX 75941

Purchase Order No.	Customer ID	Salesperson ID	Shipping Method	Payment Terms	Req Ship Date	Master No.
220121A GLOCK TRAI	003757	RA	U	NET 15	0/0/0000	2,530,996

Quantity	Item Number	Description	UOM	Unit Price	Ext. Price
1	NOTES*	Notes: Quotation reflects BuyBoard Contract 603-20. Contract period 04/01/21-03/31/22. Email BuyBoard PO's to info@buyboard.com	EA	$0.00	$0.00
14	GLOCK-PA455S302AB	Glock 45 Gen 5 9mm Amglo Bold 5.5LB W FS	EA	$428.50	$5,999.00
13	NOTES*	Trade-In of used/duty Glock 22gen4 w/ 3 mag.s	EA	($281.50)	($3,659.50)
1	NOTES*	Trade-In of used/duty Glock 22gen4 w/ 3 mag.s Trade assumes box and 3 magazines. *Subtract $5.00 for missing gun box *Subtract $18.00 for missing magazines	EA	($271.50)	($271.50)
1	NOTES*	Notes: All guns must be fully functional to receive full trade value.	EA	$0.00	$0.00
1	NOTES*	Notes: The agency is responsible for packaging and all freight charges on trades to G T Distributors.	EA	$0.00	$0.00

QUOTE IS GOOD FOR 30 DAYS. IN ORDER TO RECEIVE QUOTED PRICE PLEASE PRESENT A COPY OF QUOTE AT POINT OF SALE IN STORES OR REFERENCE QUOTE NUMBER ON PO OR REQUISITION

Thank you for your business. Robert Arbuckle
Asst. Chief Norman Williams
<nwilliams@cityofdiboll.com>

Subtotal	$2,068.00
Misc	$0.00
Tax	$0.00
Freight	$0.00
Total	$2,068.00

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REGIONS

December 20, 2021

Mr. Jason A. Arnold, City Manager
City of Diboll
400 Kenley Street
Diboll, Texas 75941

RE: H. Earl Snelling Public Property Beautification Trust

Dear Mr. Arnold:

Regions Bank has managed the H. Earl Snelling Public Property Beautification Trust, as created under Mr. Snelling's Last Will & Testament, for the last twenty-five (25) years.

Per the termination provisions of the Trust, twenty-five (25) years after Mr. Snelling's death, the appointed Board of Trust Managers was expressly directed to distribute all of the assets of the trust estate among the "then existing cities and towns in Angelina County and Angelina County, Texas with particular preference being given to those cities and towns and said County which are willing to earmark funds received from such distribution for landscape beautification projects of publicly owned property to be undertaken by such cities, towns or county."

At the final meeting of the Board of Managers earlier this year, the Managers directed Regions, as Trustee of the H. Earl Snelling Public Property Beautification Trust, to distribute $15,000.00 to the City of Diboll, TX for the purpose of beautification projects of publicly owned property.

Enclosed please find the trust distribution check. If you have questions or wish to discuss this further, please do not hesitate to contact me directly at 936.238.7722 or hilary.walker@regions.com.

Respectfully,

Hilary Haglund Walker, V.P. and Trustee
H. Early Snelling Public Property Beautification Trust

Private Wealth Management
221 S. Second Street
Lufkin, Texas 75901
(936) 238.7722
Fax: (936) 632.5677

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REGIONS

250 Riverchase Parkway - 4th Floor
Birmingham, Al 35244

CITY OF DIBOLL
PO BOX 340
DIBOLL, TX, 75941

NON NEGOTIABLE

Check Amount: *$15,000.00*
Check Number: 12471357
Check Date: 12/07/21
Firm ID: 101000
Account No: 6455000019
Activity ID: 685414978
Disb Desc: *Cash Disbursement*
DSR 1: Account Manager
WALKER, HILARY H
DSR 2:

ACCOUNT OWNER: EARL SNELLING PUB PROP BEAUTIFICAT
EARL SNELLING PUBLIC BEAUTIFICATION
221 SOUTH SECOND STREET
LUFKIN, TX, 75901

MEMO: 71

PLEASE FOLD AND DETACH AT PERFORATION BEFORE PRESENTING FOR PAYMENT

THE FACE OF THIS DOCUMENT HAS A GREEN BACKGROUND ON WHITE PAPER

REGIONS

250 Riverchase Parkway - 4th Floor
Birmingham, Al 35244

No. 12471357

DATE 12/07/21

NOT VALID AFTER SIX MONTHS

PAY *Fifteen Thousand And 00/100 US Dollars****

CHECK AMOUNT
$15,000.00

Payable in U.S. Funds

PAY TO CITY OF DIBOLL
PO BOX 340
DIBOLL, TX, 75941

MEMO: 21 71

AUTHORIZED SIGNATURE

THE BACK OF THIS CHECK CONTAINS A HEAT REACTIVE INK SPOT. HOLD OR RUB WITH THUMB & COLOR SHOULD FADE THEN REAPPEAR. VOID IF WATERMARK DOES NOT APPEAR ON BACK OF CHECK.

⑈00124713571⑈ ⑆031100225⑆ 2079950026435⑈

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RESOLUTION 2022-02-005

A RESOLUTION OF THE CITY OF DIBOLL TEXAS, AUTHORIZING THE SELECTION OF A PROFESSIONAL SERVICE PROVIDER FOR CORONAVIRUS LOCAL FISCAL RECOVERY FUND PROGRAMS THROUGH THE AMERICAN RESCUE PLAN ACT OF 2021.

WHEREAS, participation in federal programs requires implementation by professionals experienced in the administration/project delivery of federally-funded projects and creation of planning documents; and

WHEREAS, in order to identify qualified and responsive providers for these services a Request for Proposals (RFP) process for administration and planning services has been completed in accordance with the federal procurement requirements; and

WHEREAS, the proposals received by the due date have been reviewed to determine the most qualified and responsive providers for each professional service giving consideration to ability to perform successfully under the terms and conditions of the proposed procurement, integrity, compliance with public policy, record of past performance, and financial and technical resources; and

NOW, THEREFORE, BE IT RESOLVED:

Section 1. That KSA has been selected to provide application and project-related administration/project delivery services for Coronavirus Local Fiscal Recovery Fund program(s).

Section 2. That a cost-price analysis has been conducted and determined the proposed fee to be appropriate and reasonable based upon program requirements and rules.

Section 3. That any and all project-related services contracts or commitments made with the above-named service provider(s) are dependent on the successful negotiation of a contract with the service provider(s).

Section 4. That the City Council authorizes the City Manager to execute any contract with the above named service provider for any project-related administration/project delivery services for Coronavirus Local Fiscal Recovery Fund program(s).

PASSED AND APPROVED on this the 8th day of February 2022.

_____
Trey Wilkerson, Mayor

ATTEST BY:

_____
Rosa M. Olvera, City Secretary

STATE OF TEXAS §
ANGELINA COUNTY §
CITY OF DIBOLL §

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Jason A. Arnold, MPA
City Manager, City of Diboll

400 Kenley Street
P.O. Box 340
Diboll, Texas 75941
(936)-829-6800
jarnold@cityofdiboll.com

February 3, 2022

Honorable Mayor and City Council

RE: Engineering Firm Selection – ARPA

Requests for Qualifications were issued by Grantworks on our behalf to select an engineering firm to design and execute a utility infrastructure project funded by the American Rescue Plan Act. Statements of Qualifications for Engineering Services were received from KSA and Goodwin-Lasiter-Strong. The review committee comprised of Samantha Durham, Joshua Richard and myself. Firms were scored on experience, work performance, and capacity to perform. The review committee scored KSA a total of four points higher than Goodwin-Lasiter-Strong. As such, staff recommends Council select KSA as the engineering firm to assist the City of Diboll with all project related aspects of infrastructure projects funded by the American Rescue Plan Act.

Respectfully,

Jason A. Arnold, MPA
City Manager
City of Diboll

Attached: Score Sheets from the Review Committee
Available Upon Request: Copies of Statements of Qualifications for Engineering Services from KSA and Goodwin-Lasiter-Strong

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Engineer/Architect/Surveyor Rating Sheet

Grant Recipient City of Diboll Program(s) ARP Act

Name of Respondent GLS

Evaluator's Name Sam Durham Date of Rating 2-2-2022

Rate the Respondent of the Request For Qualifications (RFQ) by awarding points up to the maximum listed for each factor. Information necessary to assess the Respondent on these criteria may be gathered either from past experience with the Respondent and/or by contacting past/current clients of the Respondent. Respondents proposing to offer specific services (environmental or buyout only) will be scored only on those services.

Experience -- Rate the respondent for experience in the following areas:

	Factor	Max.Pts.		Score	Comments
1.	Has previously designed similar infrastructure type of projects	20		20	
2.	Has worked on federally funded construction projects	15		15	
3.	Has worked on projects that were located in this general region. Note: Location for A/E (Architect/Engineer) may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract. 2 CFR 200.321(b)(3)	10		9	
4.	Extent of experience in project construction management	15		15	
	Subtotal, Experience	60		59	

Work Performance

	Factor	Max.Pts.		Score
1.	Past projects completed on schedule	10		10
2.	Manages projects within budgetary constraints	5		5
3.	Work product is of high quality	10		10
	Subtotal, Performance	25		25

Capacity to Perform

	Factor	Max.Pts.		Score
1.	Staff Level / Experience of Staff	5		5
2.	Adequacy of Resources	5		5
3.	Professional liability insurance is in force	5		5
	Subtotal, Capacity to Perform	15		15

TOTAL SCORE

	Factor	Max.Pts.		Score
☐	Experience	60		59
☐	Work Performance	25		25
☐	Capacity to Perform	15		15
	Total Score	100		99

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Engineer/Architect/Surveyor Rating Sheet

Grant Recipient City of Diboll Program(s) ARP Act

Name of Respondent KSA

Evaluator's Name Sam Durham Date of Rating 2-2-2022

Rate the Respondent of the Request For Qualifications (RFQ) by awarding points up to the maximum listed for each factor. Information necessary to assess the Respondent on these criteria may be gathered either from past experience with the Respondent and/or by contacting past/current clients of the Respondent. Respondents proposing to offer specific services (environmental or buyout only) will be scored only on those services.

Experience -- Rate the respondent for experience in the following areas:

	Factor	Max.Pts.		Score	Comments
1.	Has previously designed Similar infrastructure type of projects	20		20	
2.	Has worked on federally funded construction projects	15		15	
3.	Has worked on projects that were located in this general region. Note: Location for A/E (Architect/Engineer) may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract. 2 CFR 200.321(b)(3)	10		10	
4.	Extent of experience in project construction management	15		15	
	Subtotal, Experience	60		60	

Work Performance

	Factor	Max.Pts.		Score
1.	Past projects completed on schedule	10		10
2.	Manages projects within budgetary constraints	5		5
3.	Work product is of high quality	10		10
	Subtotal, Performance	25		25

Capacity to Perform

	Factor	Max.Pts.		Score
1.	Staff Level / Experience of Staff	5		5
2.	Adequacy of Resources	5		5
3.	Professional liability insurance is in force	5		5
	Subtotal, Capacity to Perform	15		15

TOTAL SCORE

	Factor	Max.Pts.		Score
☐	Experience	60		60
☐	Work Performance	25		25
☐	Capacity to Perform	15		15
	Total Score	100		100

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Engineer/Architect/Surveyor Rating Sheet

Grant Recipient City of Diboll Program(s) ARP Act

Name of Respondent GLS

Evaluator's Name Jason Arnold Date of Rating 2-3-22

Rate the Respondent of the Request For Qualifications (RFQ) by awarding points up to the maximum listed for each factor. Information necessary to assess the Respondent on these criteria may be gathered either from past experience with the Respondent and/or by contacting past/current clients of the Respondent. Respondents proposing to offer specific services (environmental or buyout only) will be scored only on those services.

Experience -- Rate the respondent for experience in the following areas:

	Factor	Max.Pts.		Score	Comments
1.	Has previously designed W/S type of projects	20		20	
2.	Has worked on federally funded construction projects	15		15	
3.	Has worked on projects that were located in this general region. Note: Location for A/E (Architect/Engineer) may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract. 2 CFR 200.321(b)(3)	10		9	
4.	Extent of experience in project construction management	15		15	
	Subtotal, Experience	60		59	

Work Performance

	Factor	Max.Pts.		Score
1.	Past projects completed on schedule	10		10
2.	Manages projects within budgetary constraints	5		5
3.	Work product is of high quality	10		10
	Subtotal, Performance	25		25

Capacity to Perform

	Factor	Max.Pts.		Score
1.	Staff Level / Experience of Staff	5		5
2.	Adequacy of Resources	5		5
3.	Professional liability insurance is in force	5		5
	Subtotal, Capacity to Perform	15		15

TOTAL SCORE

	Factor	Max.Pts.		Score
☐	Experience	60		59
☐	Work Performance	25		25
☐	Capacity to Perform	15		15
	Total Score	100		99

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Engineer/Architect/Surveyor Rating Sheet

Grant Recipient City of Diboll Program(s) ARP Act

Name of Respondent KSA

Evaluator's Name Jason Arnold Date of Rating 2-3-22

Rate the Respondent of the Request For Qualifications (RFQ) by awarding points up to the maximum listed for each factor. Information necessary to assess the Respondent on these criteria may be gathered either from past experience with the Respondent and/or by contacting past/current clients of the Respondent. Respondents proposing to offer specific services (environmental or buyout only) will be scored only on those services.

Experience -- Rate the respondent for experience in the following areas:

	Factor	Max.Pts.		Score	Comments
1.	Has previously designed w/s type of projects	20		20	
2.	Has worked on federally funded construction projects	15		15	
3.	Has worked on projects that were located in this general region. Note: Location for A/E (Architect/Engineer) may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract. 2 CFR 200.321(b)(3)	10		10	
4.	Extent of experience in project construction management	15		15	
	Subtotal, Experience	60		60	

Work Performance

	Factor	Max.Pts.		Score
1.	Past projects completed on schedule	10		10
2.	Manages projects within budgetary constraints	5		5
3.	Work product is of high quality	10		10
	Subtotal, Performance	25		25

Capacity to Perform

	Factor	Max.Pts.		Score
1.	Staff Level / Experience of Staff	5		5
2.	Adequacy of Resources	5		5
3.	Professional liability insurance is in force	5		5
	Subtotal, Capacity to Perform	15		15

TOTAL SCORE

	Factor	Max.Pts.		Score
?	Experience	60		60
?	Work Performance	25		25
?	Capacity to Perform	15		15
	Total Score	100		100

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Engineer/Architect/Surveyor Rating Sheet

Grant Recipient City of Diboll Program(s) ARP Act

Name of Respondent KSA

Evaluator's Name Joshua J Richard Date of Rating 2-3-2022

Rate the Respondent of the Request For Qualifications (RFQ) by awarding points up to the maximum listed for each factor. Information necessary to assess the Respondent on these criteria may be gathered either from past experience with the Respondent and/or by contacting past/current clients of the Respondent. Respondents proposing to offer specific services (environmental or buyout only) will be scored only on those services.

Experience -- Rate the respondent for experience in the following areas:

	Factor	Max.Pts.		Score	Comments
1.	Has previously designed ~~Infrastructure~~ type of projects	20		20	
2.	Has worked on federally funded construction projects	15		15	
3.	Has worked on projects that were located in this general region. Note: Location for A/E (Architect/Engineer) may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract. 2 CFR 200.321(b)(3)	10		10	
4.	Extent of experience in project construction management	15		15	
	Subtotal, Experience	60		60	

Work Performance

	Factor	Max.Pts.		Score
1.	Past projects completed on schedule	10		10
2.	Manages projects within budgetary constraints	5		5
3.	Work product is of high quality	10		10
	Subtotal, Performance	25		25

Capacity to Perform

	Factor	Max.Pts.		Score
1.	Staff Level / Experience of Staff	5		5
2.	Adequacy of Resources	5		5
3.	Professional liability insurance is in force	5		5
	Subtotal, Capacity to Perform	15		15

TOTAL SCORE

	Factor	Max.Pts.		Score
?	Experience	60		60
?	Work Performance	25		25
?	Capacity to Perform	15		15
	Total Score	100		100

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Engineer/Architect/Surveyor Rating Sheet

Grant Recipient City of Diboll Program(s) ARP Act

Name of Respondent GLS

Evaluator's Name Joshua Richard Date of Rating 2-3-2022

Rate the Respondent of the Request For Qualifications (RFQ) by awarding points up to the maximum listed for each factor. Information necessary to assess the Respondent on these criteria may be gathered either from past experience with the Respondent and/or by contacting past/current clients of the Respondent. Respondents proposing to offer specific services (environmental or buyout only) will be scored only on those services.

Experience -- Rate the respondent for experience in the following areas:

	Factor	Max.Pts.		Score	Comments
1.	Has previously designed ~~infrastructure~~ type of projects	20		20	
2.	Has worked on federally funded construction projects	15		15	
3.	Has worked on projects that were located in this general region. Note: Location for A/E (Architect/Engineer) may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract. 2 CFR 200.321(b)(3)	10		8	
4.	Extent of experience in project construction management	15		15	
	Subtotal, Experience	60		58	

Work Performance

	Factor	Max.Pts.		Score
1.	Past projects completed on schedule	10		10
2.	Manages projects within budgetary constraints	5		5
3.	Work product is of high quality	10		10
	Subtotal, Performance	25		25

Capacity to Perform

	Factor	Max.Pts.		Score
1.	Staff Level / Experience of Staff	5		5
2.	Adequacy of Resources	5		5
3.	Professional liability insurance is in force	5		5
	Subtotal, Capacity to Perform	15		15

TOTAL SCORE

	Factor	Max.Pts.		Score
?	Experience	60		58
?	Work Performance	25		25
?	Capacity to Perform	15		15
	Total Score	100		98

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City of Diboll Volunteer Fire Department

2022 Janurary Council Report

Jan 4th

- Pledge
- Incident Reports
- Business Meeting Minutes:
  1. Call to order 6pm
  2. Discussion about making changes on bylaws
  3. Reviewed members
  4. Discussed fire hydrants plug locations and map
  5. Discussed Allegiance ambulance service and areas of responsibility
  6. Motion to Adjourn

  Firemen present (15)

Jan 11th

- Incidents Reports
- Reviewed equipment assigned to all engines
- Discussed upgrades required for safety and efficient equipment needed to respond
- Inspected rescue 57 and engine 53 for upgrades needed

Jan 18th

- Incidents Reports
- Discussion about making recommendations to the city about possibly about retiring engine 51 and donating one of our mutual aids.
- Removing obsolete equipment from stations

Jan 25th

- Incidents Reports
- Cleaned and removed obsolete equipment from stations

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City of Diboll Volunteer Fire Department

January Emergency Incidents (17)

Jan 7 14:42

- **Call # 22000259**
  206 Louie chet
  Grass fire
  Out City
  Diboll Fire personnel responded (8)

Jan 14 14:24

- **Call # 22000491**
  4175 Forest Service Rd
  Grass fire
  Out City
  Diboll Fire personnel responded (6)

Jan 17 15:37

- **Call # 22000630**
  912 Morris Rd
  Stove would not turn off
  Out City
  Diboll Fire personnel responded (5)

Jan 17 16:32

- **Call # 22000631**
  463 CC Dubose Rd
  Grass Fire
  Out City
  Diboll Fire personnel responded (7)

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City of Diboll Volunteer Fire Department

Jan 17 22:09

- **Call # 22000639**
  608 N Second St
  Gas leak
  In City
  Diboll Fire personnel responded (3)

Jan 18 13:55

- **Call # 22000661**
  FM 1818 @ Buttermilk
  2 person motorcycle
  Out City
  Diboll Fire personnel responded (6)

Jan 18 21:48

- **Call # 22000672**
  1000 Cypress
  Crowd control assist Diboll pd
  In City
  Diboll Fire personnel responded (8)

Jan 19 15:13

- **Call # 22000691**
  604 CarterDr
  Shed on fire
  In City
  Diboll Fire personnel responded (8)

Jan 21 22:14

- **Call # 22000750**
  156 Lydon Johnson St
  Gas leak
  In City
  Diboll Fire personnel responded (4)

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City of Diboll Volunteer Fire Department

Jan 21 11:22

- **Call # 22000767**
  249 Ironwood Lane
  Smoke in home
  In City
  Diboll Fire Personnel responded (8)

Jan 23 19:25

- **Call # 22000877**
  402 Church St
  Gas leak
  In City
  Diboll Fire Personnel responded (3)

Jan 23 04:20

- **Call # 22000848**
  402 Church St
  House Fire
  In City
  Diboll Fire Personnel responded (5)

Jan 23 09:37

- **Call # 22000857**
  402 Church St
  Rekindle House Fire
  In City
  Diboll Fire Personnel responded (5)

Jan 23 14:16

- **Call # 22000865**
  402 Church St
  Rekindle House Fire
  In City
  Diboll Fire Personnel responded (4)

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City of Diboll Volunteer Fire Department



Jan 27 12:25

- **Call # 22000997**
  307 Cox RD
  Brush fire Hudson limits
  Out of City
  Diboll Fire Personnel responded (4)

Jan 29 17:03

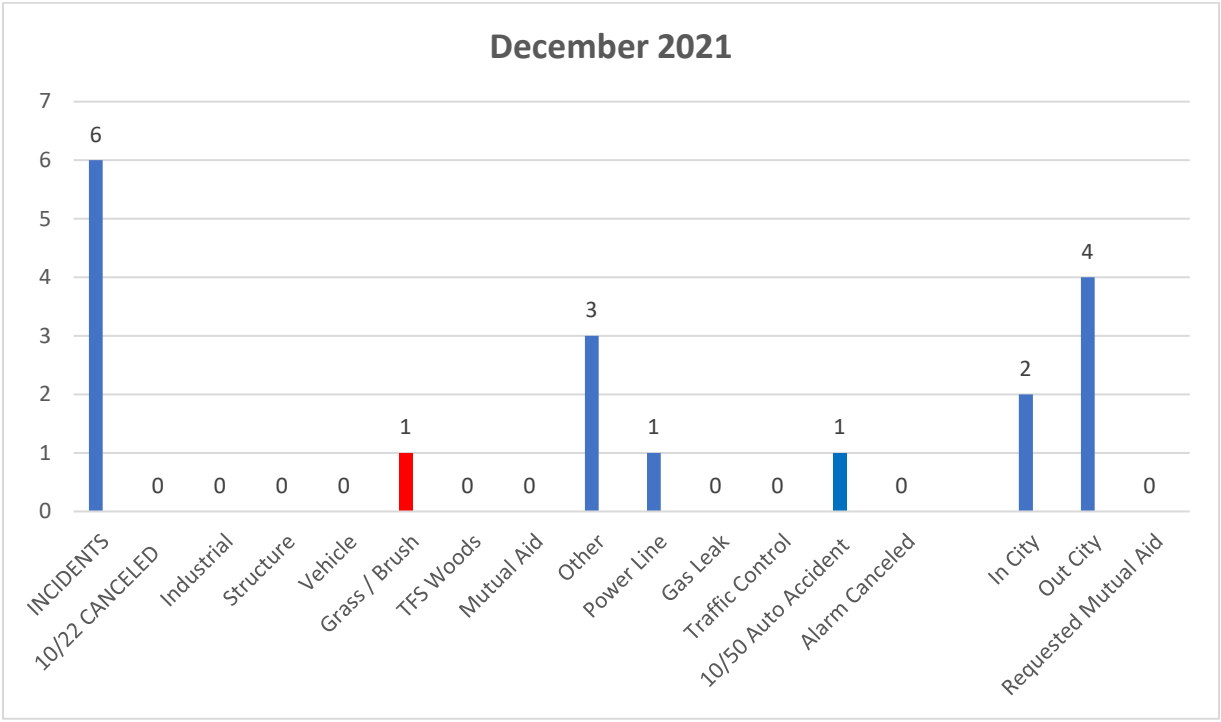
- **Call # 22001113**
  59/ John Means RD
  Traffic Control (10-50)
  Out of City
  Diboll Fire Personnel responded (4)

Jan 30 13:45

- **Call # 22001140**
  1338 Johnny Grimes RD
  Brush fire
  Out of City
  Diboll Fire Personnel responded (8)

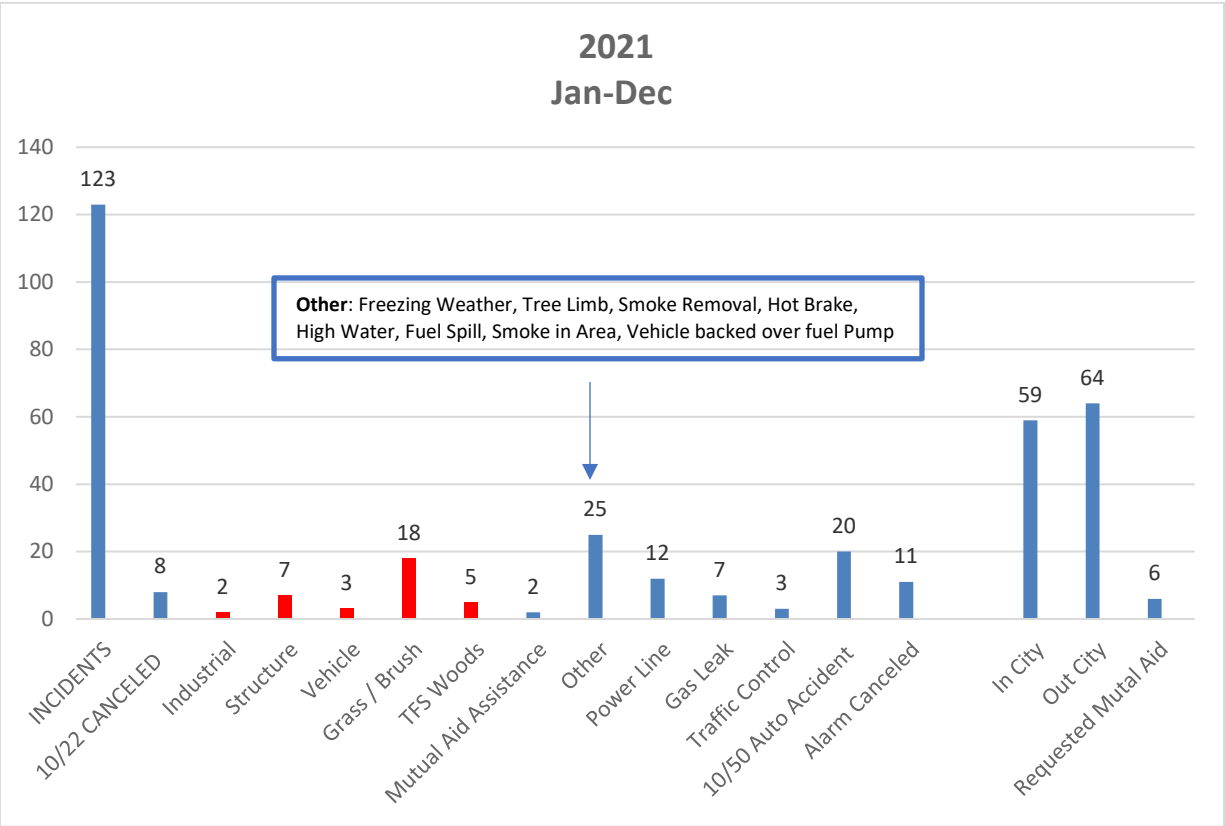
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City of Diboll Volunteer Fire Department



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City of Diboll Volunteer Fire Department



Incidents 2021

16	12-6 am	21 % Incidents am
11	6-12 am	
57	12-6 pm	78 % Incidents pm
39	6-12 pm	
15	Mon	
21	Tue	51 % Incidents Monday - Thursday
14	Wed	
13	Thr	
28	Fri	
16	Sat	49 % Incidents Friday-Saturday-Sunday
16	Sun	

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Call Type Analysis

1/1/2022 - 1/31/2022

Call Type	00	01	02	03	04	05	06	07	08	09	10	11	12	13	14	15	16	17	18	19	20	21	22	23	Total
911 HANG UP	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0	2	2	0	0	0	5
911 OPEN LINE	0	0	0	0	0	0	0	3	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	4
ABANDONED VEHICLE	0	0	0	0	0	0	0	1	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	3
AGENCY ASSIST	1	0	1	0	0	0	0	1	0	0	0	0	0	1	0	0	1	0	0	1	0	0	1	1	8
ALARM	0	0	0	1	1	1	0	0	0	1	2	0	1	0	0	0	0	3	3	2	1	0	1	1	18
AM MESSAGE	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	4	0	0	0	0	0	0	0	0	4
ANIMAL CONTROL OTHER	0	0	0	0	0	0	0	0	0	0	1	0	1	1	1	0	0	0	0	0	1	0	0	0	5
ANIMAL CRUELTY	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1
ANIMAL PROBLEM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	1	0	0	0	0	1	0	0	3
ASSAULT	0	1	0	0	0	0	0	0	0	0	1	0	0	1	0	1	0	0	0	1	0	0	0	0	5
ASSIST MOTORIST	1	0	0	0	0	2	0	2	0	0	0	1	2	1	2	1	1	1	1	0	1	0	0	0	16
ASSIST PUBLIC	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	1
BURGLARY	0	0	0	0	0	1	0	1	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	3
CIVIL PROBLEM	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	1	0	0	0	0	0	2
CIVIL STANDBY	0	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	1	0	2
COURTESY TRANSPORT	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1
CRIMINAL MISCHIEF	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1
CUSTODY	0	0	0	0	0	0	0	0	0	1	0	1	0	0	0	0	0	0	1	0	0	0	0	0	3
DAMAGED PROPERTY	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	1
DFPS / CPS / APS	0	0	0	0	0	1	0	0	1	0	0	0	0	0	2	0	3	0	0	0	0	0	0	0	7
DISTURBANCE	1	0	0	0	0	0	2	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	5
DOMESTIC PROBLEM	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	1
EMS	1	1	0	0	2	0	1	4	3	3	0	2	4	0	4	2	1	2	0	2	0	0	2	0	34
ESCORT	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1
FIRE-GRASS	0	0	0	0	0	0	0	0	0	0	0	0	1	1	1	0	1	0	0	0	0	0	0	0	4
FIRE-HOUSE	0	0	0	0	1	0	0	0	0	1	0	0	0	0	1	0	0	0	0	0	0	0	0	0	3
FIRE-OTHER	0	1	0	0	0	0	0	0	0	1	0	1	1	1	2	2	2	10	2	0	0	0	0	0	23
FIRE-STRUCTURE	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	1
FIREWORKS	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1
FOLLOWUP INVESTIGATION	0	0	0	0	0	1	0	0	2	1	1	3	2	2	4	2	1	1	0	1	0	0	1	0	22
FOUND PROPERTY	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	1
FRAUD	0	0	0	0	0	0	0	0	0	1	0	2	0	0	1	1	0	0	0	0	0	0	0	0	5
GAS LEAK	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0	1	0	3
GUN RANGE UNLOCK	0	0	0	0	0	0	0	0	1	1	0	0	0	1	0	0	0	0	0	0	0	0	0	0	3
HARASSMENT	0	0	1	0	0	0	1	0	0	1	0	0	1	1	0	0	0	0	1	1	0	0	0	0	7
HEALTH/SAFETY	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	1	0	1	0	0	3
HIT AND RUN ACCIDENT	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0	1
HOUSING AUTHORITY MAINTENANCE	0	0	0	0	0	0	0	1	2	0	0	0	0	0	0	1	0	2	5	1	1	1	1	0	15
INFORMATION	0	0	0	0	0	0	0	1	0	2	0	2	1	1	4	1	2	2	0	0	0	1	0	0	17
JUVENILE PROBLEM	1	0	0	0	0	0	0	0	0	1	0	0	0	1	0	0	1	1	0	0	0	0	1	0	6
LIFT ASSIST	1	0	0	0	0	0	1	0	1	0	1	0	1	0	0	0	0	1	1	0	0	0	0	0	7
LIQUOR LAW VIOLATION	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1
LOUD MUSIC/NOISE	1	0	1	0	1	0	0	0	0	1	0	0	0	0	0	0	0	0	0	1	0	1	2	1	9
MEDICAL	0	0	0	0	0	1	1	0	0	0	0	0	0	0	0	0	0	0	0	1	1	1	1	1	7
MORALS/DECENCY CRIMES	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	1
OPEN LINE	0	0	0	0	0	0	0	0	0	0	1	0	0	1	1	0	0	0	0	0	0	0	0	0	3
ORDINANCE VIOLATON	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	1
PATROL REQUEST	7	4	6	8	15	3	7	6	2	1	2	0	0	1	1	1	1	0	7	15	5	2	8	2	104
PROPERTY	0	0	0	0	0	0	0	0	0	1	0	2	1	2	0	1	3	0	0	0	0	0	0	0	10
RECKLESS DRIVER	1	0	2	0	0	0	1	2	0	1	0	0	1	2	2	2	1	4	4	3	1	1	1	0	29
ROLLING 10-28	2	1	2	2	0	0	2	3	5	5	6	6	4	11	12	12	6	4	2	2	6	5	4	1	103
SECURITY CHECK	0	1	3	1	1	1	0	0	0	3	1	1	1	1	0	0	0	0	0	0	0	0	1	1	16
SEX OFFENDER	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1
SEX OFFENDER REDISTRATION	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1
SHOTS FIRED	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	2	0	1	2	0	1	7
STOLEN VEHICLE	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0	0	2
STREET/ROADWAY PROBLEM	0	0	0	0	0	0	0	1	1	1	0	1	0	1	0	0	0	0	0	0	0	0	0	0	5
SUSPICIOUS ACTIVITY	0	0	0	0	0	1	1	0	1	1	1	0	1	0	2	0	0	0	1	0	0	0	0	2	11
SUSPICIOUS PERSON	0	0	0	2	0	1	0	0	0	0	0	0	0	1	0	2	0	1	0	0	1	0	0	1	9
SUSPICIOUS VEHICLE	1	0	1	1	1	0	0	0	0	0	0	0	0	0	0	0	0	0	1	1	0	1	2	2	11
Totals	46	21	34	27	26	16	26	54	50	63	53	42	41	68	95	79	64	52	68	71	54	46	57	43	1196

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Call Type	00	01	02	03	04	05	06	07	08	09	10	11	12	13	14	15	16	17	18	19	20	21	22	23	Total
THEFT	1	0	0	0	1	0	0	0	0	0	0	0	0	1	2	0	0	0	0	0	0	0	0	0	5
THREATS	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	1	0	0	0	0	0	0	2
TRAFFIC ACCIDENT, INJURY	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	1	0	0	0	0	2
TRAFFIC ACCIDENT, VEHICLE DAMAGE	0	0	0	0	0	2	0	1	1	3	0	1	0	0	2	3	0	0	2	0	1	0	0	0	16
TRAFFIC PROBLEM	0	0	0	0	0	0	0	0	0	0	0	1	0	0	1	0	0	0	0	0	0	0	0	0	2
TRAFFIC STOP	21	11	16	10	3	1	8	26	24	29	32	17	18	33	44	40	37	17	31	33	30	29	26	27	563
TRESPASSING	0	0	0	0	0	0	0	0	1	0	0	0	0	1	1	0	0	1	0	0	0	0	0	0	4
UNATTENDED DEATH	0	0	0	1	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	2
UTILITY PROBLEM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0	0	1	0	0	0	0	0	2
VEHICLE IMPOUND	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	1
VEHICLE REPOSSESSION	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	2	0	3
VERBAL DISTURBANCE	1	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	2
WATER LEAK	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0	1	0	0	1	4
NO CALL TYPE ASSIGNED	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0	1
Totals	46	21	34	27	26	16	26	54	50	63	53	42	41	68	95	79	64	52	68	71	54	46	57	43	1196



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Response Time Analysis Report

1/1/2022 - 1/31/2022

Call Type	Number Events	Avg Dispatch	Avg Response	Avg Travel	Avg Time On Scene	Avg Time	Total Time
911 HANG UP	4	2.38	1.05	0.78	0.75	4.96	19.85
911 OPEN LINE	2	2.53	0.35	0.69	1.00	4.58	9.15
ABANDONED VEHICLE	3	2.26	1.68	0.01	0.01	3.96	11.87
AGENCY ASSIST	5	1.75	0.04	1.16	8.61	11.56	57.82
ALARM	17	1.87	0.17	0.33	2.02	4.38	74.40
ANIMAL CONTROL OTHER	3	5.12	0.02	0.01	0.03	5.18	15.53
ANIMAL CRUELTY	1	21.02	0	0.02	8.83	29.87	29.87
ANIMAL PROBLEM	3	16.32	0.02	0.71	11.37	28.42	85.25
ASSAULT	4	5.73	0.04	1.88	9.06	16.71	66.83
ASSIST MOTORIST	15	1.17	0.04	0.43	11.44	13.09	196.28
ASSIST PUBLIC	1	1.02	0	0	0	1.02	1.02
BURGLARY	3	4.95	0.24	6.17	5.81	17.17	51.50
CIVIL PROBLEM	2	0.43	0.03	1.13	13.67	15.26	30.52
CIVIL STANDBY	2	3.19	0.04	7.20	0.01	10.44	20.88
COURTESY TRANSPORT	1	0.55	0.03	0	0	0.58	0.58
CRIMINAL MISCHIEF	1	2.30	4.13	0.23	29.63	36.30	36.30
CUSTODY	1	2.22	0.03	0	0	2.25	2.25
DAMAGED PROPERTY	1	0.05	0.65	3.77	18.12	22.58	22.58
DFPS / CPS / APS	6	2.58	0.05	0.01	0.53	3.16	18.98
DISTURBANCE	5	2.36	0.50	0.90	12.16	15.93	79.63
DOMESTIC PROBLEM	1	1.47	0.02	3.45	9.95	14.88	14.88
EMS	4	1.92	0.01	0.95	4.39	7.27	29.07
ESCORT	1	7.25	3.80	0	0	11.05	11.05
FIRE-GRASS	4	11.69	0.04	8.98	29.71	50.41	201.63
FIRE-HOUSE	3	23.97	0.05	0.01	114.96	138.98	416.95
FIRE-OTHER	6	7.01	0.27	3.59	17.18	28.04	168.27
FIRE-STRUCTURE	1	9.53	0.02	1.62	20.38	31.55	31.55
FIREWORKS	1	4.03	0	0	0	4.03	4.03
FOLLOWUP INVESTIGATION	20	5.72	0.02	3.74	4.56	14.04	280.70
FOUND PROPERTY	1	2.48	0.02	0	0	2.50	2.50
FRAUD	5	2.17	0.12	2.01	4.78	9.08	45.42
GAS LEAK	2	9.84	0.01	1.45	19.87	31.17	62.33
GUN RANGE UNLOCK	2	0.45	6.68	0.01	0.01	7.15	14.30
HARASSMENT	6	9.76	0.02	0.55	13.95	24.28	145.70
HEALTH/SAFETY	3	5.82	0.03	0.72	7.76	14.32	42.97
HIT AND RUN ACCIDENT	1	2.78	0.03	0	0	2.82	2.82
INFORMATION	13	4.38	0.95	4.37	14.01	23.71	308.20
JUVENILE PROBLEM	6	7.12	0.81	2.94	13.93	24.81	148.87
LIFT ASSIST	2	3.88	0.41	0.21	1.26	5.76	11.52
LIQUOR LAW VIOLATION	1	0	3.12	0	0	3.12	3.12
LOUD MUSIC/NOISE	8	31.35	0.30	0	0	31.65	253.20
MEDICAL	3	3.16	0.03	0.18	6.80	10.17	30.50
MORALS/DECENCY CRIMES	1	15.78	0	0	0	15.78	15.78
OPEN LINE	2	2.03	0.13	1.63	0.88	4.67	9.33
ORDINANCE VIOLATON	1	0.05	0.02	8.07	8.07	16.20	16.20
PATROL REQUEST	98	0.45	0.03	0	0.31	0.79	77.90
PROPERTY	9	2.90	0.02	0.86	5.67	9.45	85.02
RECKLESS DRIVER	20	2.95	0.48	1.61	1.77	6.80	136.08
ROLLING 10-28	103	0.07	0.06	0.01	0.37	0.51	52.85
SECURITY CHECK	16	5.15	1.27	0.33	2.66	9.40	150.38
SEX OFFENDER	1	0.98	1.03	14.10	0.02	16.13	16.13
SEX OFFENDER REDISTRATION	1	0.62	0.02	0.02	51.52	52.17	52.17
SHOTS FIRED	6	6.56	0.11	1.92	32.98	41.57	249.42
STOLEN VEHICLE	1	40.77	0.02	0	0	40.78	40.78
STREET/ROADWAY PROBLEM	1	4.27	0.02	3.50	7.02	14.80	14.80
SUSPICIOUS ACTIVITY	6	3.39	0.15	1.46	6.99	12.00	71.98
SUSPICIOUS PERSON	8	2.44	0.11	2.13	9.13	13.80	110.43
SUSPICIOUS VEHICLE	10	2.53	0.24	1.51	1.16	5.44	54.37
THEFT	5	6.41	0.16	1.12	24.89	32.58	162.88
THREATS	2	2.76	0.03	0	5.60	8.38	16.77
TRAFFIC ACCIDENT, INJURY	1	13.15	0.02	0	0	13.17	13.17
TRAFFIC ACCIDENT, VEHICLE DAMAGE	14	8.98	0.34	1.68	42.48	53.48	748.77
Totals	**1053**	**1.64**	**0.29**	**0.53**	**0.64**	**7.66**	**8070.30**

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Call Type	Number Events	Avg Dispatch	Avg Response	Avg Travel	Avg Time On Scene	Avg Time	Total Time
TRAFFIC PROBLEM	2	2.40	0.03	2.48	5.21	10.13	20.25
TRAFFIC STOP	562	0.15	0.33	0.12	4.34	4.88	2744.70
TRESPASSING	4	4.53	0.73	0.24	1.12	6.62	26.47
UNATTENDED DEATH	2	5.91	0.32	9.53	36.97	52.72	105.43
VERBAL DISTURBANCE	2	3.02	0.57	0.09	5.11	8.76	17.57
WATER LEAK	1	0	0	0	0	0	0
Totals	1053	1.64	0.29	0.53	0.64	7.66	8070.30

eFORCE REPORTS

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Department Incident Activity Report

Date Reported: **01/01/2022 - 01/31/2022** | Show Subclasses: **True**

DIBOLL POLICE DEPARTMENT
PO BOX 340 / 400 KENLEY
DIBOLL, TEXAS 75941
PHONE (936) 829-5586
FAX (936) 829-5436

Classification	Events Rptd	Unfounded	Actual	Clr Arrest	Clr Exception	Clr Juveniles	Total Clr	Percent Clr
AGENCY ASSIST	6	0	6	0	0	0	0	0.0
(No Subclassification Specified)	3	0	3	0	0	0	0	0.0
Assist Other Agency	3	0	3	0	0	0	0	0.0
ANIMAL PROBLEM	1	0	1	0	0	0	0	0.0
Animal Attack	1	0	1	0	0	0	0	0.0
ASSAULT	5	0	5	1	0	0	1	20.0
Simple Assault	5	0	5	1	0	0	1	20.0
BURGLARY	3	0	3	0	0	0	0	0.0
Burglary, Forced Entry Residence	2	0	2	0	0	0	0	0.0
Burglary, Unforced Entry Residence	1	0	1	0	0	0	0	0.0
CONTROLLED SUBSTANCE	21	0	21	16	0	0	16	76.2
Amphetamine, Possession	6	0	6	5	0	0	5	83.3
Barbiturate, Possession	1	0	1	1	0	0	1	100.0
Cocaine, Possession	1	0	1	1	0	0	1	100.0
Marijuana, Other	1	0	1	1	0	0	1	100.0
Marijuana, Possession	6	0	6	5	0	0	5	83.3
Narcotic Equipment, Possession	5	0	5	2	0	0	2	40.0
Other Controlled Substances	1	0	1	1	0	0	1	100.0
DAMAGED PROPERTY	1	0	1	0	0	0	0	0.0
Damaged Property, Vehicle	1	0	1	0	0	0	0	0.0
DEATH	2	0	2	0	0	0	0	0.0
Unattended Death	2	0	2	0	0	0	0	0.0
DRUNKENNESS	2	0	2	2	0	0	2	100.0
Drunkenness	2	0	2	2	0	0	2	100.0
FOLLOWUP INVESTIGATION	1	0	1	0	0	0	0	0.0
Followup Investigation, Other	1	0	1	0	0	0	0	0.0
FORGERY	1	0	1	1	0	0	1	100.0
Possess Forged Documents	1	0	1	1	0	0	1	100.0
FRAUD	1	0	1	1	0	0	1	100.0
Stolen Identity	1	0	1	1	0	0	1	100.0
HARASSMENT	1	0	1	0	0	0	0	0.0
Electronic Communication	1	0	1	0	0	0	0	0.0
HOMICIDE	1	0	1	0	0	0	0	0.0
Homicide, Willful Weapon	1	0	1	0	0	0	0	0.0
JUVENILE PROBLEM	1	0	1	0	0	0	0	0.0
Juvenile Problem	1	0	1	0	0	0	0	0.0
KIDNAPPING	1	0	1	1	0	0	1	100.0
Kidnap Other	1	0	1	1	0	0	1	100.0

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MEDICAL	1	0	1	0	0	0	0	0.0
Traumatic Injury	1	0	1	0	0	0	0	0.0
OBSTRUCT POLICE	4	0	4	4	0	0	4	100.0
Evidence, Destroying	1	0	1	1	0	0	1	100.0
Obstructing Police, Other	3	0	3	3	0	0	3	100.0
PRIVACY VIOLATION	1	0	1	0	0	0	0	0.0
Criminal Trespass	1	0	1	0	0	0	0	0.0
PROPERTY	2	0	2	0	0	0	0	0.0
Found Property	2	0	2	0	0	0	0	0.0
PROPERTY CRIMES	1	0	1	1	0	0	1	100.0
Property Crimes	1	0	1	1	0	0	1	100.0
STOLEN VEHICLE	1	0	1	0	0	0	0	0.0
Vehicle Theft, Auto	1	0	1	0	0	0	0	0.0
THEFT	4	0	4	1	0	0	1	25.0
Larceny, From Vehicle	1	0	1	0	0	0	0	0.0
Shoplifting	1	0	1	1	0	0	1	100.0
Theft Other	2	0	2	0	0	0	0	0.0
TRAFFIC (CRIMINAL VIOLATION)	2	0	2	1	0	0	1	50.0
Criminal Traffic Violation	2	0	2	1	0	0	1	50.0
TRAFFIC ACCIDENT	10	0	10	1	0	0	1	10.0
Hit/Run, Private Prop Damg	1	0	1	0	0	0	0	0.0
Hit/Run, Vehicle Damg	1	0	1	1	0	0	1	100.0
Traffic Accident, Vehicle Damage	8	0	8	0	0	0	0	0.0
TRAFFIC PROBLEM	2	0	2	0	0	0	0	0.0
Traffic Offense	2	0	2	0	0	0	0	0.0
WARRANT	3	0	3	3	0	0	3	100.0
Local-Felony	1	0	1	1	0	0	1	100.0
Local-Misdemeanor	2	0	2	2	0	0	2	100.0
WEAPONS OFFENSE	2	0	2	2	0	0	2	100.0
Possession Of Weapon	2	0	2	2	0	0	2	100.0
Event Totals	**81**	**0**	**81**	**35**	**0**	**0**	**35**	**43.2**

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Arrest Report

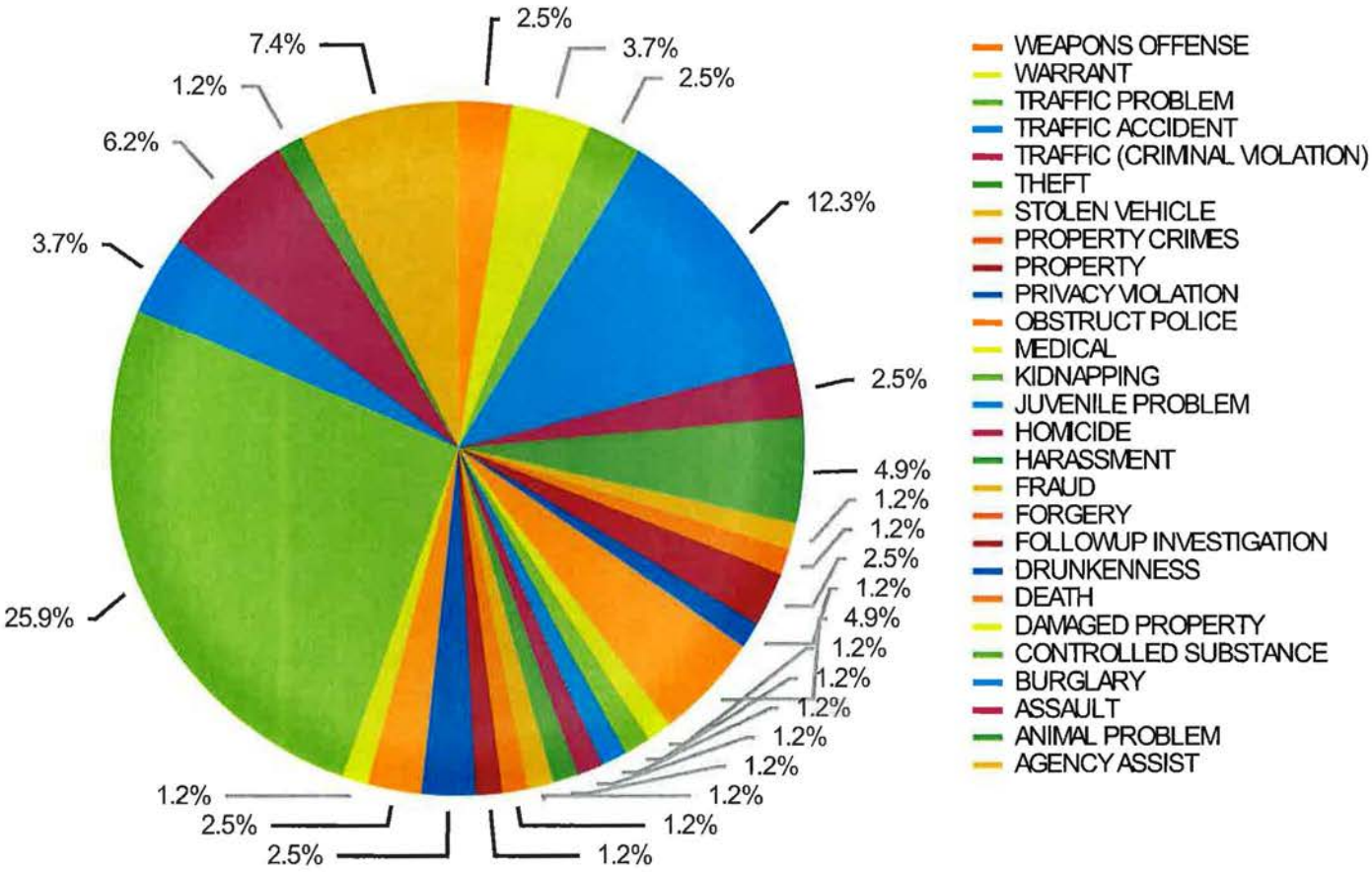
Date Reported Range: **01/01/2022 - 01/31/2022**

DIBOLL POLICE DEPARTMENT
PO BOX 340 / 400 KENLEY
DIBOLL, TEXAS 75941
PHONE (936) 829-5586
FAX (936) 829-5436

Classification	Number of Arrests
ASSAULT	1
CONTROLLED SUBSTANCE	18
DRUNKENNESS	2
FORGERY	1
FRAUD	1
KIDNAPPING	1
OBSTRUCT POLICE	5
PROPERTY CRIMES	1
TRAFFIC (CRIMINAL VIOLATION)	1
WARRANT	3
WEAPONS OFFENSE	2
Total Arrests: 36	

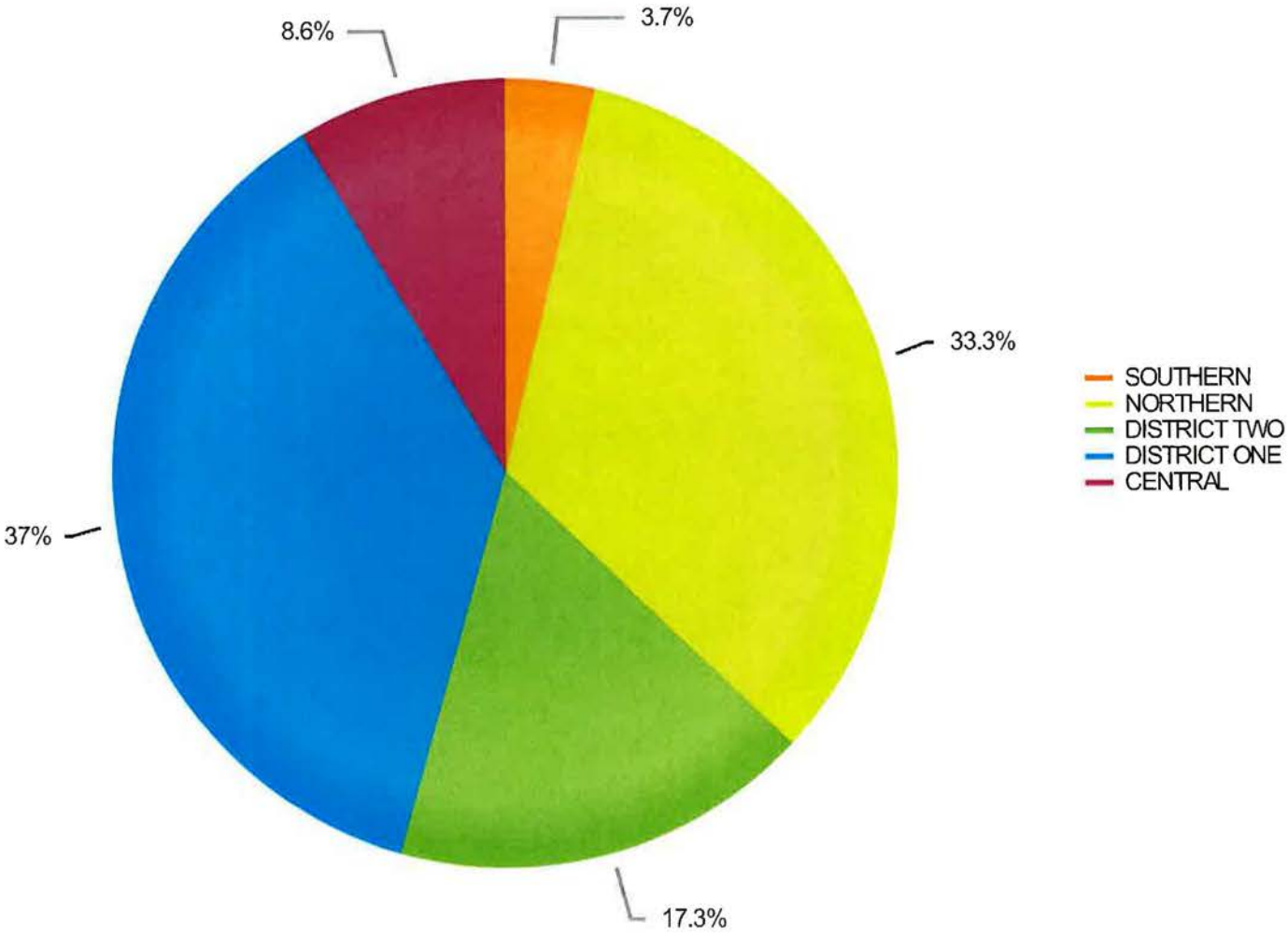
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PIE CHART BY CLASS



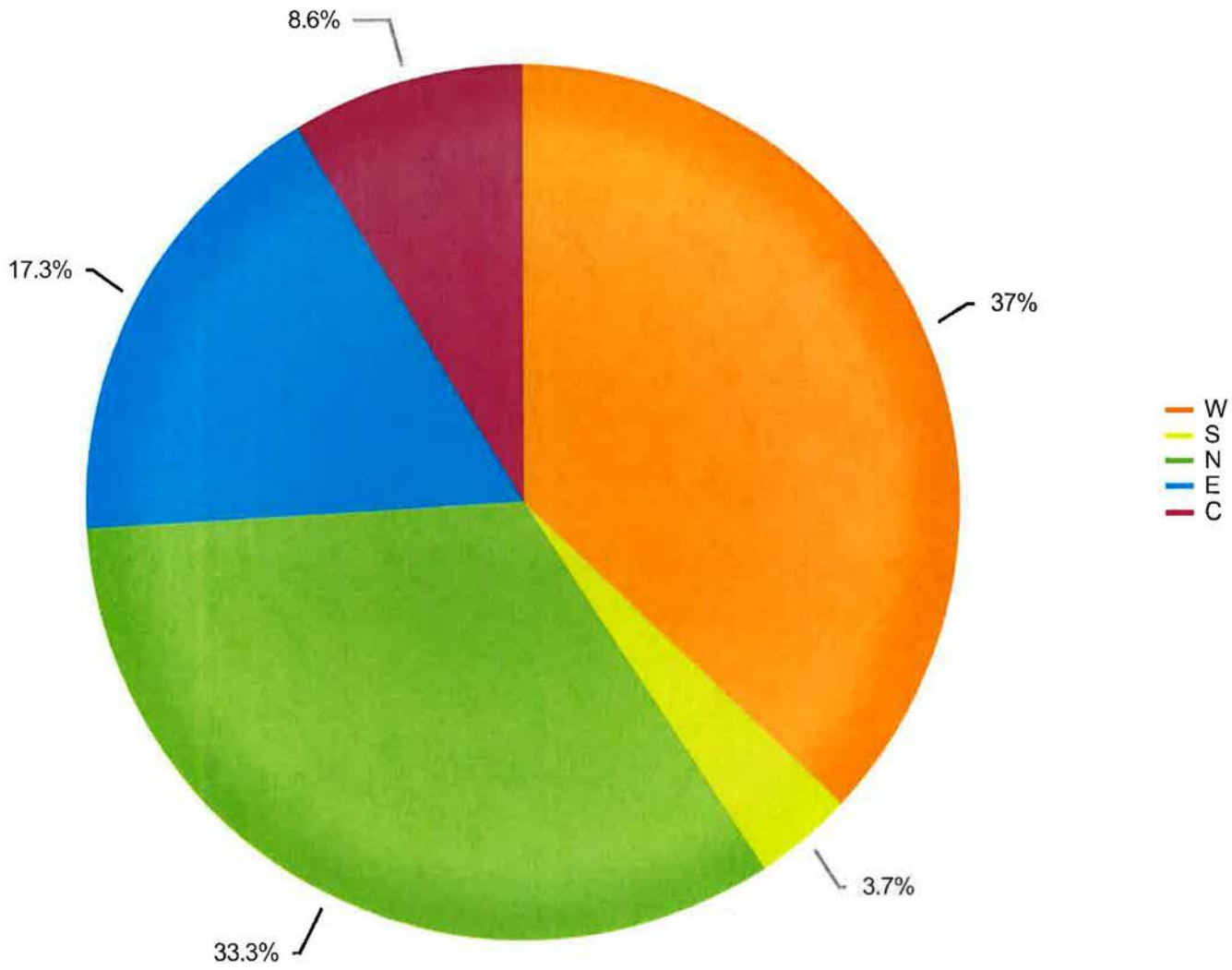
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PIE CHART BY DISTRICT



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PIE CHART BY GRID



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Diboll, TX PD **Jan 1, 2022 - Jan 31, 2022**

Citation Count by Officer

Total for all assignments: **12 Officers**

	- 568 Stops
Alexander, Jeremy (212)	**70**
Clemens, Corey (214)	**118**
Dean, Jeffery (211)	**66**
Dougherty, Charles (209)	**39**
Fulcher, Mark (204)	**4**
Fulcher, Mark (206)	**4**
Linebaugh, Sterling (210)	**29**
Munoz, Gerardo (203)	**20**
Pantoja, Antonio (208)	**61**
Pullen, Gary (207)	**121**
Rodriguez, Isaias (204)	**28**
Rodriguez, Isaias (211)	**8**

Report Created on: Feb 3, 2022 12:49 PM

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Street/Water Department Monthly Report

1-3-2022

Checked wells and chlorine levels daily. Completed monthly pumpage report for December 2021.Took the first set of monthly water samples for lab testing. Submitted last quarter of 2021 monthly pumpage to Piney Woods Ground Water District for billing. Completed Disinfectant Level Quarterly Operating Report for October, November, December and submitted it to TCEQ. Replaced 10-amp fuse on vac trailer. Changed oil in jet machine. Cleaned out manhole at 106 Hines. Turned water on at 1016 Red Oak. Turned water off at 808 Wells St. Located city water and sewer lines at 607 Devereaux and 700 Arrington. Took Christmas trees down from median of HWY 59. Cleaned out culvert at 1107 Lawrence St. Made water and sewer tap at little league baseball field. Turned water off at 100 Beech. Fixed water leak at 506 Rutland. Cleaned out sewer main at 715 Dennis.

1-10-2022

Checked wells and chlorine levels daily. Changed out chlorine buffer and indicator on CL17 at well #2. Took second set of monthly samples for testing at the lab. Dug out ditches and cleaned culverts at the intersection of Borden and N. Hendrick. Fixed water leak at 604 Box Factory. Installed a two-inch meter on the sprinkler system at the second entrance to Deer Trace. Checked water leak at 606 Dennis, leak was coming from customer's private line at 605 Mulberry. Located meter at 725 Booker for customer. Turned water off to the sprinklers at the first entrance of Deer Trace for customer due to water leak. Pressure transducer went out at the old elevated storage tank. Ordered a new transducer and had it shipped overnight. Monitored old elevated tank overnight (1-12-22), turned booster pumps on and off to maintain water level in the tank. Installed new transducer (1-13-22). Repaired manhole at 106 Hines. Checked on a leak on Mockingbird, it was on customer side. Turned water on at 408 Birdsong, 400 N. Second and 600 N. Temple. Cleaned out all storm drain inlets.

1-18-2022

Checked wells and chlorine levels daily. Changed out batteries at the new elevated storage tank. Changed out batteries daily at the old elevated storage tank. Completed Report of Surface water used at the golf course and submitted report to TCEQ. Cleaned out sewer main on Carter St. Located city water and sewer lines at 100 E. Borden St. Cleaned out sewer main at 502 Box Factory. Turned water on at 808 Wells, Customer had a leak. Turned water off and left a door hanger. Completed meter reread list. Completed flush list. Cleaned out sewer main at 715 Dennis. Turned water off for customer at 304 S. Neal Pickett, they didn't want their pipes to freeze. Fixed water leak on six-inch line at the corner of

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Lumberjack and HWY 59. Patched road cuts on Arrington, Pine and Neal Pickett. Fixed water leak on a two-inch line on Nogle St. Fixed water leak at 603 S. Temple.

1-24 -2022

Checked wells and chlorine levels daily. Changed out batteries at the old elevated storage tank daily. Changed batteries at new elevated storage tank. Checked on sewer pipe in pieces at 502 Box Factory, problem was on customers' side. Cleaned out sewer main for the auction building. Worked on cleaning out the storm drain in the auction building parking lot. Reset date and time in school lights on Hendrick, Arrington and last light on Lumberjack. Trained Omar on jet machine and cleaning out sewer mains. Irene from sensus meters gave training on programming meters. Patched road cuts on Rhone White Oak and Rutland. Located city water and sewer lines at 719 Persimmon. Changed chlorine bottles out at well #1 and 5. Started changing out antenna and reprogramming meters that are on the reread list. Picked up trees that were cut down at the end of Ashford.

Street Dept. Head

Robby Roberts

Water Dept. Head

Josh Mosley

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Wastewater Monthly Report

01-01-22

Operator on call performed weekend operations and holiday operations.

01-03-22

This week the wastewater department performed daily tests and pulled weekly samples for ANRA. We cleaned the 4 chlorine contact chambers. The bar screen was washed and the concrete bleached. The barscreen was greased. The new bleach tank was delivered. We set it up and painted it. We washed the work trucks. We received a call for S&N Airoflo to come perform the semiannual inspection and repairs. The operator on call performed weekend operations.

01-10-22

This week the wastewater department performed daily tests and pulled weekly samples for ANRA. We cleaned and prepared the 10 aerators for the arrival of S&N Airoflo to perform repairs and maintenance. The barscreen was washed due to rain backup. Worked on training new employee how to use microscope to check the microorganisms in the wastewater. We worked on WAS pump. Got the pump working and wasted sludge to drying beds. The clarifiers were cleaned. We cleaned the office building. Operator on call performed weekend operations.

01-17-22

This week the wastewater department performed daily tests and pulled weekly samples for ANRA. Bridget worked on closing out all the paperwork and reports for 2021. Operators cleaned clarifiers 1 & 2. We replaced all the brushes on clarifier 1. Simply Aquatics delivered portable polymer system to use with the drying beds. This will help with the separation of water from sludge so that the beds dry faster. We set it up and test run it. It works well and will help us dispose of sludge more often. The operator on call performed weekend operations and holiday operations.

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01-24-22

This week the wastewater department performed daily tests and pulled weekly samples for ANRA. Aquatic Services calibrated the flow meter. We cleaned clarifier 1 & 2. The operators cleaned the barscreen after high flow from rain. The conveyor at the barscreen clogged and had to be cleaned out. DXI delivered the ton of chlorine. We changed the tank and connected the chlorinator. We cleaned and sanitized the office and lab. Started draining the lagoon back into the plant. Checked lift stations daily. Operator on call performed weekend operations.

01-31-22

Today the wastewater department ran daily tests. Katlin worked in the baseball complex helping get the fields ready for the start of ball season. Dee cleaned the barscreen. We installed new brushes on clarifier 2. Bridget had Oncor disconnect power to school zone light so it could be moved. Turned in all invoices. On call operator checked the lift stations.

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Parks Department Monthly Report

1/3/22

The parks department cleaned up trash and restrooms in the park. We marked and sprayed weed killer on the baseball fields. We mowed the baseball fields. We helped with directing traffic for the crew working in the middle of 59.

1/10/22

The parks department cleaned the restrooms and the trash in the park. We spent the week scrapping and painting all the poles in the park. We directed traffic for the crew working on 59.

1/17/22

The parks department cleaned the park trash and restrooms. We started digging out and lining up all the curb stops in the park. We started spreading patch material in low spots in the park. We helped direct traffic for the crew working in the middle of 59.

1/24/22

The parks department took care of the trash and restrooms in the park. We continued to work on the curb stops and spreading the patch. We also started working on lining up the baseball fields by cutting the grass and leveling out the fields. The parks finished directing traffic for the crew working on 59.

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CERTIFIED EXECUTIVE CLOSED SESSION AGENDA

On this the 8th day of Februaryy, 2022, the governing body of the City of Diboll convened in Executive Closed Session of the City Council held at the Diboll City Hall at 400 Kenley, Diboll Texas with the following present to wit:

☐ Trey Wilkerson, Mayor	☐ _____
☐ Daniel Lopez, Mayor Pro-Tem	☐ _____
☐ Benita Sheffield Duffield, Council Member	☐ _____
☐ Luis Maldonado, Council Member	☐ _____
☐ Brian Moreno, Council Member	☐ _____
☐ Charles Moses Sr., Council Member	☐ _____
☐ J. Ruben Terrazas, Council Member	☐ _____

The following is an agenda of an Executive Session of the City of Diboll, Texas, held pursuant to the Texas Open Meetings Act, Government Code Section:

X 551.071 – Litigation/Consultation with Attorney	__551.076 Security Personnel or Devices
__551.072 – Real Property	__551.086 Test item (SB 59S)
__551.073 – Prospective Gift	__551.087 Economic Development Negotiations (SB 1851)
X 551.074 – Personnel Matters	

Agenda Item #1:

Action Taken: ☐ Yes ☐ No

_____

_____

_____

Agenda Item #2 Action Taken: ☐ Yes ☐ No

_____

_____

_____

Agenda Item #3 Action Taken: ☐ Yes ☐ No

_____

_____

_____

I, Mayor Trey Wilkerson, certify the above agenda is a true and accurate record of the proceedings.

_____ _____

Trey Wilkerson, Mayor Witness

Convened into Executive Session at: _____

Exited back to Regular Session at: _____

*Note: this certified agenda must be kept a minimum of two years after the date of the Executive Session and is confidential. A person who knowingly and without lawful authority makes this record public commits a Class B misdemeanor and may be held liable for actual damages, court costs, reasonable attorney fees, and exemplary damages. Texas Government Code § 551.145.

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MINUTES OF THE GOVERNING BODY OF THE CITY OF DIBOLL, TEXAS REGULAR SESSION MEETING ON Tuesday, February 8, 2022, AT 5:15PM, IN THE DIBOLL CITY HALL CHAMBERS.

COUNCIL PRESENT

Mayor Trey Wilkerson, Councilmembers Benita Sheffield Duffield, Brian Moreno, Charles Moses, Sr., Luis Maldonado, and Ruben Terrazas.

COUNCIL ABSENT

Mayor Pro Tem Daniel Lopez

STAFF PRESENT

City Manager Jason A. Arnold, City Secretary Rosa Olvera, Finance Director Sam Durham, Public Works Director Joshua Richard, Chief of Police Michael Skillern, and Felix Estrada.

Call to Order: Mayor Trey Wilkerson called the meeting to order at 5:15 p.m.

Mayor Wilkerson gave the invocation, then led the Pledge of Allegiance which was recited by those in attendance.

Citizens Presentation: (Limited to 3 minutes)
This item provides the opportunity to address the City Council on any matter whether or not it is posted on the agenda. However, in accordance with the Texas Open Meetings Act, Section 551.041, the Council cannot discuss, deliberate, or take any action on matters not listed on the agenda. At this time, the Council will receive citizen comments, and if necessary, may refer the matter to City staff for research, resolution, or referral to Council on a future agenda.

None

Item #1: CONSENT AGENDA: All matters listed under Consent Agenda are considered to be routine by the City Council and will be enacted by one motion. There will not be separate discussion. If discussion is desired, that item will be removed from the consent agenda and will be considered separately. Consider approving the following reports:

a. Minutes from January 11, 2022, Regular Session Meeting
b. Financial Statement for January 2022
c. 12-Month Attendance Record for January 2022

Luis Maldonado made the motion to approve and Brian Moreno second.
All in Favor, none opposed, motion carries.

Item #2: Consideration and possible action to approve Resolution 2022-02-001, A Resolution of the City Council of the City of Diboll, Texas concerning the appointment of a Judge of the Municipal Court.

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Bruce Green was presented to Council and Mayor to be appointed as the Municipal Judge as Judge Alston's replacement. Charles Moses made the motion to approve and Luis Maldonado second. All in Favor, none opposed, motion carries. Judge Green was then sworn in by Mayor Trey Wilkerson.

Item #3: Swearing-in of newly hired Chief of Police.

Michael Skillern was presented as the new Chief of Police. Chief Skillern accompanied by his wife Kristi, gave a brief introduction and was sworn in by Mayor Trey Wilkerson.

Item #4: PUBLIC HEARING regarding proposed voluntary annexation of the following one (1) Property in Angelina County, as shown on the Angelina County Appraisal District website, http:// www.angelinacad.org, listed as follows: Property ID 74159, Owner - 2013 DIBTEX LAND LTD

No Public Participation

Item #5: Consideration and possible action to approve Ordinance 2022-02-002, the voluntary annexation of one (1) Angelina County agricultural zoned properties petitioned on 12-07-2021 by Scott Duncan - Case #2022-01-001.

Brian Moreno made the motion to approve and Ruben Terrazas second.
All in Favor, none opposed, motion carries.

Item #6: Consideration and possible action to approve Resolution 2022-02-003, which would update signatories for all bank accounts for the City of Diboll.

Update of all signatories for all bank accounts to include newly hired City Secretary, Rosa Olvera.

Brian Moreno made the motion to approve and Luis Maldonado second.
All in Favor, none opposed, motion carries.

Item #7: Consider Order for calling an Election on May 7, 2022, for the purpose of electing the following positions; Mayor at Large, District 2, District 4 and At Large Place 6.

Ruben Terrazas made the motion to approve and Brian Moreno second.
All in Favor, none opposed, motion carries.

Item #8: Consideration and possible action to approve Ordinance 2022-02-004 for the third amendment to the 2021-2022 Operating Budget.

Luis Maldonado made the motion to approve and Ruben Terrazas second.
All in Favor, none opposed, motion carries.

Item #9: Consideration and possible action to adopt Resolution 2022-02-005, authorizing professional service provider selection for Coronavirus Local Fiscal Recovery Fund Programs through the American Rescue Plan Act of 2021 for the City of Diboll, Texas.

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KSA has been selected to provide application and project-related administration/project delivery services for Coronavirus Local Fiscal Recovery Fund program(s).
Brian Moreno made the motion to approve and Ruben Terrazas second.
All in Favor, none opposed, motion carries.

Item #10: DEPARTMENT HEAD REPORTS

a. Fire Department Report – Aaron Smith, Fire Chief
b. Police Department Report – Norman Williams, Police Chief
c. Public Works Report – Josh Richard, Public Works Director
d. Finance & Court – Sam Durham, Finance Director
e. City Manager Report – Jason Arnold, City Manager

Item #11: The Diboll City Council will convene into a closed Executive Session, in accordance with Open Meetings Act, Chapter 551, Texas Government Code 551.074 and Texas Government Code 551.071, for the purpose of discussing the employment agreement with the Fire Chief and consultation with an attorney to discuss potential litigation.

Council reconvened at 6:36 p.m. into open session following closed door session.

Item #12: Consideration and possible action to determine if conditions of the Fire Chief's employment agreement have been met.

Brian Moreno made a motion to pay Fire Chief Gary Jones the amount requested. Moreno states he believes all of the conditions in the agreement have been met. Ruben Terrazas second. Benita Sheffield Duffield opposed. All else in favor, motion carries.

Adjournment:

Mayor Wilkerson called to adjourn at 6:37 p.m.

Minutes of the February 8, 2022 Regular Session Meeting approved by council on this the 8th dayof March, 2022

Trey Wilkerson, Mayor

ATTEST BY:

Rosa M. Olvera, City Secretary

STATE OF TEXAS §
ANGELINA COUNTY §
CITY OF DIBOLL §

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NOTICE OF MEETING
OF THE
CITY OF DIBOLL CITY COUNCIL

The City Council will meet in a regular session meeting in the City Hall Council Chambers, located at 400 Kenley, Diboll, Texas, on Tuesday, March 8, 2022, at 5:15p.m.

Call to Order

Invocation

Pledge of Allegiance

CITIZENS PRESENTATION: (Limited to 3 minutes)
This item provides the opportunity to address the City Council on any matter whether or not it is posted on the agenda. However, in accordance with the Texas Open Meetings Act, Section 551.041, the Council cannot discuss, deliberate, or take any action on matters not listed on the agenda. At this time, the Council will receive citizen comments, and if necessary, may refer the matter to City staff for research, resolution, or referral to Council on a future agenda.

Item #1: CONSENT AGENDA: All matters listed under Consent Agenda are considered to be routine by the City Council and will be enacted by one motion. There will not be separate discussion. If discussion is desired, that item will be removed from the consent agenda and will be considered separately. Consider approval of the following reports:

a. Minutes from February 8, 2022, Regular Session Meeting
b. Financial Statement for February 2022
c. 12-Month Attendance Record for February 2022

Item #2: Consideration and possible action to approve Ordinance 2022-03-001 for the fourth (4^{th}) amendment to the 2021-2022 Operating Budget.

Item #3: Consideration and possible action to approve an Amendment to the City of Diboll Human Resources Policies and Procedures Handbook to allow fitness testing benefits for employees.

Item #4: Consideration and possible action to allow the City Manager to sign a Letter of Intent with Performance Services Inc.

Item #5: Consideration and possible action to allow the City Manager to negotiate a mutual Aid Agreement with Rivercrest/Redland Volunteer Fire Department.

Item #6: Consideration and possible action to approve revisions to the Lottie & Arthur Temple Civic Center Rental Contract and the City of Diboll Facilities Management Policies and Procedures.

Item #7: Consideration and possible action to approve Resolution 2022-03-002, authorizing the Mayor to execute settlement release documents with pharmaceutical manufactures as additional parties within the National Opioid Settlement Agreements secured by the Office of the Attorney General.

Item #8: DEPARTMENT HEAD REPORTS

a. Fire Department Report – Aaron Smith, Fire Chief

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b. Police Department Report – Michael Skillern, Police Chief
c. Public Works Report – Josh Richard, Public Works Director
d. Finance & Court – Sam Durham, Finance Director
e. City Manager Report – Jason Arnold, City Manager

Adjournment

Note: Mayor and Council Reports on Items of Community Interest- Pursuant to Texas Government Code Section 551.0415 the City Council may report on the following items (1) expression of thanks, congratulations, or condolences; (2) information about holiday schedules; (3) recognition of individuals; (4) reminders about upcoming City Council events; (5) information about community events; (6) announcements involving imminent threat to public health and safety.

I certify that this Notice of Meeting was posted in a glass-enclosed case in front of City Hall at 400 Kenley Street, Diboll, Texas, and available for viewing by the public prior to 5:15 p.m. on March 4, 2022, as well as at the City's website.

Rosa M. Olvera - City Secretary
Posted: 3/4/2022

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MINUTES OF THE GOVERNING BODY OF THE CITY OF DIBOLL, TEXAS REGULAR SESSION MEETING ON Tuesday, February 8, 2022, AT 5:15PM, IN THE DIBOLL CITY HALL CHAMBERS.

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COUNCIL ABSENT

Mayor Pro Tem Daniel Lopez

STAFF PRESENT

City Manager Jason A. Arnold, City Secretary Rosa Olvera, Finance Director Sam Durham, Public Works Director Joshua Richard, Chief of Police Michael Skillern, and Felix Estrada.

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All in Favor, none opposed, motion carries.

Item #2: Consideration and possible action to approve Resolution 2022-02-001, A Resolution of the City Council of the City of Diboll, Texas concerning the appointment of a Judge of the Municipal Court.

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Bruce Green was presented to Council and Mayor to be appointed as the Municipal Judge as Judge Alston's replacement. Charles Moses made the motion to approve and Luis Maldonado second. All in Favor, none opposed, motion carries. Judge Green was then sworn in by Mayor Trey Wilkerson.

Item #3: Swearing-in of newly hired Chief of Police.

Michael Skillern was presented as the new Chief of Police. Chief Skillern accompanied by his wife Kristi, gave a brief introduction and was sworn in by Mayor Trey Wilkerson.

Item #4: PUBLIC HEARING regarding proposed voluntary annexation of the following one (1) Property in Angelina County, as shown on the Angelina County Appraisal District website, http://www.angelinacad.org, listed as follows: Property ID 74159, Owner - 2013 DIBTEX LAND LTD

No Public Participation

Item #5: Consideration and possible action to approve Ordinance 2022-02-002, the voluntary annexation of one (1) Angelina County agricultural zoned properties petitioned on 12-07-2021 by Scott Duncan - Case #2022-01-001.

Brian Moreno made the motion to approve and Ruben Terrazas second.
All in Favor, none opposed, motion carries.

Item #6: Consideration and possible action to approve Resolution 2022-02-003, which would update signatories for all bank accounts for the City of Diboll.

Update of all signatories for all bank accounts to include newly hired City Secretary, Rosa Olvera.

Brian Moreno made the motion to approve and Luis Maldonado second.
All in Favor, none opposed, motion carries.

Item #7: Consider Order for calling an Election on May 7, 2022, for the purpose of electing the following positions; Mayor at Large, District 2, District 4 and At Large Place 6.

Ruben Terrazas made the motion to approve and Brian Moreno second.
All in Favor, none opposed, motion carries.

Item #8: Consideration and possible action to approve Ordinance 2022-02-004 for the third amendment to the 2021-2022 Operating Budget.

Luis Maldonado made the motion to approve and Ruben Terrazas second.
All in Favor, none opposed, motion carries.

Item #9: Consideration and possible action to adopt Resolution 2022-02-005, authorizing professional service provider selection for Coronavirus Local Fiscal Recovery Fund Programs through the American Rescue Plan Act of 2021 for the City of Diboll, Texas.

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KSA has been selected to provide application and project-related administration/project delivery services for Coronavirus Local Fiscal Recovery Fund program(s).
Brian Moreno made the motion to approve and Ruben Terrazas second.
All in Favor, none opposed, motion carries.

Item #10: DEPARTMENT HEAD REPORTS

a. Fire Department Report – Aaron Smith, Fire Chief
b. Police Department Report – Norman Williams, Police Chief
c. Public Works Report – Josh Richard, Public Works Director
d. Finance & Court – Sam Durham, Finance Director
e. City Manager Report – Jason Arnold, City Manager

Item #11: The Diboll City Council will convene into a closed Executive Session, in accordance with Open Meetings Act, Chapter 551, Texas Government Code 551.074 and Texas Government Code 551.071, for the purpose of discussing the employment agreement with the Fire Chief and consultation with an attorney to discuss potential litigation.

Council reconvened at 6:36 p.m. into open session following closed door session.

Item #12: Consideration and possible action to determine if conditions of the Fire Chief's employment agreement have been met.

Brian Moreno made a motion to pay Fire Chief Gary Jones the amount requested. Moreno states he believes all of the conditions in the agreement have been met. Ruben Terrazas second. Benita Sheffield Duffield opposed. All else in favor, motion carries.

Adjournment:

Mayor Wilkerson called to adjourn at 6:37 p.m.

Minutes of the February 8, 2022 Regular Session Meeting approved by council on this the 8th dayof March, 2022

_____
Trey Wilkerson, Mayor

ATTEST BY:

_____
Rosa M. Olvera, City Secretary

STATE OF TEXAS §
ANGELINA COUNTY §
CITY OF DIBOLL §

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City of Diboll
Financial Statement
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01 - General Fund	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Revenue Summary							
Licenses & Permits	1,052.00	1,110.24	(58.24)	6,691.70	13,322.89	50.23%	6,631.19
Fines and Fees	38,589.62	41,212.24	(2,622.62)	173,185.41	494,546.94	35.02%	321,361.53
Franchise Tax	9,696.62	33,333.33	(23,636.71)	37,048.23	400,000.00	9.26%	362,951.77
Property Tax	464,835.80	103,549.25	361,286.55	1,209,977.11	1,242,590.97	97.38%	32,613.86
Sales Tax	60,046.25	52,458.25	7,588.00	271,216.93	629,499.03	43.08%	358,282.10
Interest	246.47	208.33	38.14	1,137.97	2,500.00	45.52%	1,362.03
Charges for Service	0.00	416.67	(416.67)	5,500.00	5,000.00	110.00%	(500.00)
Miscellaneous	(14,548.30)	7,408.70	(21,957.00)	66,753.99	66,168.30	100.89%	(585.69)
Revenue Totals	559,918.46	239,697.01	320,221.45	1,771,511.34	2,853,628.13	62.08%	1,082,116.79
Expense Summary							
Insurance	0.00	5,316.05	(5,316.05)	61,907.20	63,792.56	97.04%	1,885.36
Fines & Fees	0.00	38.33	(38.33)	160.49	460.00	34.89%	299.51
Administrative	12,669.59	14,653.20	(1,983.61)	80,886.78	175,838.38	46.00%	94,951.60
Capital Purchase	55,880.00	11,502.84	44,377.16	90,644.42	109,086.13	83.09%	18,441.71
Contractual & Professional Services	11,409.31	16,945.60	(5,536.29)	96,033.92	205,741.00	46.68%	109,707.08
Intergov't Contracts	0.00	2,894.34	(2,894.34)	16,909.23	47,732.00	35.43%	30,822.77
Utility	6,114.74	7,513.50	(1,398.76)	30,542.36	90,162.00	33.87%	59,619.64
Repairs & Maintenance	17,537.93	11,290.75	6,247.18	81,416.04	135,489.00	60.09%	54,072.96
Materials & Supplies	13,171.28	14,001.31	(830.03)	49,580.37	166,965.53	29.69%	117,385.16
Miscellaneous	(192.97)	133.33	(326.30)	403.17	1,600.00	25.20%	1,196.83
Payroll Expense	151,955.98	176,011.84	(24,055.86)	819,901.66	2,090,142.13	39.23%	1,270,240.47
Personnel	1,212.00	3,031.69	(1,819.69)	7,884.34	40,380.00	19.53%	32,495.66
Transfers	(7,525.00)	(23,524.60)	15,999.60	(263,795.86)	(272,760.63)	96.71%	(8,964.77)
Expense Totals	262,232.86	239,808.18	22,424.68	1,072,474.12	2,854,628.10	37.57%	1,782,153.98

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02 - Utility Fund	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Revenue Summary							
Charges for Service	208,793.45	224,114.41	(15,320.96)	1,110,461.99	2,689,373.00	41.29%	1,578,911.01
Miscellaneous	1,399.88	0.00	1,399.88	3,097.14	0.00	0.00%	(3,097.14)
Penalties & Interest	14,008.36	1,812.50	12,195.86	60,737.92	21,750.00	279.25%	(38,987.92)
Fines and Fees	236.43	83.33	153.10	1,211.67	1,000.00	121.17%	(211.67)
Interest	28.06	33.33	(5.27)	96.50	400.00	24.13%	303.50
Revenue Totals	224,466.18	226,043.57	(1,577.39)	1,175,605.22	2,712,523.00	43.34%	1,536,917.78
Expense Summary							
Insurance	0.00	2,128.84	(2,128.84)	25,081.89	25,546.05	98.18%	464.16
Administrative	6,096.35	3,506.25	2,590.10	26,727.61	42,075.00	63.52%	15,347.39
Contractual & Professional Services	84,194.90	69,548.88	14,646.02	377,275.97	841,920.00	44.81%	464,644.03
Utility	11,459.09	12,685.00	(1,225.91)	54,940.21	152,220.00	36.09%	97,279.79
Repairs & Maintenance	12,941.47	15,525.01	(2,583.54)	64,212.12	186,300.00	34.47%	122,087.88
Materials & Supplies	17,421.68	13,020.83	4,400.85	61,391.57	156,250.00	39.29%	94,858.43
Payroll Expense	38,325.59	46,861.85	(8,536.26)	183,473.69	550,342.03	33.34%	366,868.34
Personnel	0.00	899.99	(899.99)	2,336.13	10,800.00	21.63%	8,463.87
Note Expense	0.00	2,869.82	(2,869.82)	34,437.78	34,437.78	100.00%	0.00
Fines & Fees	0.00	550.00	(550.00)	2,516.95	6,600.00	38.14%	4,083.05
Capital Purchase	0.00	5,833.62	(5,833.62)	0.00	68,336.48	0.00%	68,336.48
Intergov't Contracts	37.90	3,333.33	(3,295.43)	1,457.51	40,000.00	3.64%	38,542.49
Transfers	0.00	50,830.97	(50,830.97)	611,638.52	611,638.52	100.00%	0.00
Expense Totals	170,476.98	227,594.39	(57,117.41)	1,445,489.95	2,726,465.86	53.02%	1,280,975.91

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03 - Recreation Fund	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Revenue Summary							
Fines and Fees	12.00	0.00	12.00	12.00	0.00	0.00%	(12.00)
Rentals & Leases	750.00	4,178.27	(3,428.27)	25,425.95	50,139.29	50.71%	24,713.34
Charges for Service	288.92	0.00	288.92	288.92	0.00	0.00%	(288.92)
Revenue Totals	1,050.92	4,178.27	(3,127.35)	25,726.87	50,139.29	51.31%	24,412.42
Expense Summary							
Insurance	0.00	51.03	(51.03)	600.13	612.38	98.00%	12.25
Administrative	163.05	368.75	(205.70)	472.93	4,425.00	10.69%	3,952.07
Contractual & Professional Services	60.00	(182.50)	242.50	300.00	2,810.00	10.68%	2,510.00
Utility	3,000.84	4,526.00	(1,525.16)	20,612.93	54,312.00	37.95%	33,699.07
Repairs & Maintenance	6,433.55	1,708.34	4,725.21	6,909.29	20,500.00	33.70%	13,590.71
Materials & Supplies	0.00	41.67	(41.67)	299.97	500.00	59.99%	200.03
Payroll Expense	2,774.15	3,227.31	(453.16)	16,392.04	38,727.71	42.33%	22,335.67
Transfers	0.00	(7,231.67)	7,231.67	(86,780.00)	(86,780.00)	100.00%	0.00
Expense Totals	12,431.59	2,508.93	9,922.66	(41,192.71)	35,107.09	-117.33%	76,299.80

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04 - Equipment Fund	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Expense Summary							
Transfers	0.00	1,916.67	(1,916.67)	23,000.00	23,000.00	100.00%	0.00
Expense Totals	0.00	1,916.67	(1,916.67)	23,000.00	23,000.00	100.00%	0.00

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05 - Restricted Fund	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Revenue Summary							
Miscellaneous	0.00	200.00	(200.00)	366.40	2,400.00	15.27%	2,033.60
Donations	0.00	0.00	0.00	900.00	0.00	0.00%	(900.00)
Contributions & Grants	0.00	9,325.00	(9,325.00)	111,900.00	111,900.00	100.00%	0.00
Revenue Totals	0.00	9,525.00	(9,525.00)	113,166.40	114,300.00	99.01%	1,133.60
Expense Summary							
Grant Expense	1,669.20	9,325.00	(7,655.80)	8,265.40	111,900.00	7.39%	103,634.60
Project Expense	645.00	191.67	453.33	75.50	2,300.00	3.28%	2,224.50
Expense Totals	2,314.20	9,516.67	(7,202.47)	8,340.90	114,200.00	7.30%	105,859.10

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06 - Hotel/Motel Tax Fund	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Revenue Summary							
Hotel Motel Tax	5,797.71	1,666.67	4,131.04	11,715.31	20,000.00	58.58%	8,284.69
Revenue Totals	5,797.71	1,666.67	4,131.04	11,715.31	20,000.00	58.58%	8,284.69
Expense Summary							
Administrative	0.00	333.33	(333.33)	0.00	4,000.00	0.00%	4,000.00
Transfers	0.00	1,333.33	(1,333.33)	16,000.00	16,000.00	100.00%	0.00
Expense Totals	0.00	1,666.66	(1,666.66)	16,000.00	20,000.00	80.00%	4,000.00

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07 - Seized Fund	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Revenue Summary							
Interest	0.47	0.00	0.47	2.51	0.00	0.00%	(2.51)
Revenue Totals	0.47	0.00	0.47	2.51	0.00	0.00%	(2.51)
Expense Summary							
Transfers	7,525.00	940.62	6,584.38	7,525.00	7,525.00	100.00%	0.00
Expense Totals	7,525.00	940.62	6,584.38	7,525.00	7,525.00	100.00%	0.00

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09 - MC Security Fund	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Revenue Summary							
Fines and Fees	1,087.06	416.67	670.39	4,837.68	5,000.00	96.75%	162.32
Revenue Totals	1,087.06	416.67	670.39	4,837.68	5,000.00	96.75%	162.32
Expense Summary							
Grant Expense	0.00	254.54	(254.54)	0.00	2,800.00	0.00%	2,800.00
Utility	0.00	3,107.66	(3,107.66)	0.00	30,094.00	0.00%	30,094.00
Transfers	0.00	416.67	(416.67)	5,000.00	5,000.00	100.00%	0.00
Expense Totals	0.00	3,778.87	(3,778.87)	5,000.00	37,894.00	13.19%	32,894.00

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10 - MC Tech Fund	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Revenue Summary							
Fines and Fees	981.71	500.00	481.71	4,280.85	6,000.00	71.35%	1,719.15
Revenue Totals	981.71	500.00	481.71	4,280.85	6,000.00	71.35%	1,719.15
Expense Summary							
Utility	360.50	455.92	(95.42)	1,804.91	5,471.00	32.99%	3,666.09
Materials & Supplies	0.00	277.73	(277.73)	0.00	3,055.00	0.00%	3,055.00
Expense Totals	360.50	733.65	(373.15)	1,804.91	8,526.00	21.17%	6,721.09

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11 - PEG Fund	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Revenue Summary							
Franchise Tax	0.00	291.67	(291.67)	2,229.02	3,500.00	63.69%	1,270.98
Revenue Totals	0.00	291.67	(291.67)	2,229.02	3,500.00	63.69%	1,270.98

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12 - Red Light Fund	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Revenue Summary							
Interest	5.76	0.00	5.76	40.45	0.00	0.00%	(40.45)
Revenue Totals	5.76	0.00	5.76	40.45	0.00	0.00%	(40.45)
Expense Summary							
Transfers	0.00	2,272.73	(2,272.73)	25,000.00	25,000.00	100.00%	0.00
Expense Totals	0.00	2,272.73	(2,272.73)	25,000.00	25,000.00	100.00%	0.00

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13 - Debt Service Fund	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Revenue Summary							
Property Tax	45,313.59	11,647.40	33,666.19	129,269.10	139,768.76	92.49%	10,499.66
Interest	16.30	0.00	16.30	39.56	0.00	0.00%	(39.56)
Revenue Totals	45,329.89	11,647.40	33,682.49	129,308.66	139,768.76	92.52%	10,460.10
Expense Summary							
Bond Expense	0.00	41,230.72	(41,230.72)	377,942.90	494,768.76	76.39%	116,825.86
Fines & Fees	0.00	20.83	(20.83)	300.00	250.00	120.00%	(50.00)
Transfers	0.00	(31,519.00)	31,519.00	(378,228.00)	(378,228.00)	100.00%	0.00
Note Expense	0.00	1,914.83	(1,914.83)	0.00	22,978.00	0.00%	22,978.00
Expense Totals	0.00	11,647.38	(11,647.38)	14.90	139,768.76	0.01%	139,753.86

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16 - MC Local Truancy Prevention & Diversion Fund	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Revenue Summary							
Fines and Fees	923.26	583.33	339.93	4,280.78	7,000.00	61.15%	2,719.22
Revenue Totals	923.26	583.33	339.93	4,280.78	7,000.00	61.15%	2,719.22
Expense Summary							
Contractual & Professional Services	0.00	772.73	(772.73)	0.00	9,000.00	0.00%	9,000.00
Expense Totals	0.00	772.73	(772.73)	0.00	9,000.00	0.00%	9,000.00

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17 - MC Municipal Jury Fund	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Revenue Summary							
Fines and Fees	18.47	10.00	8.47	85.55	120.00	71.29%	34.45
Revenue Totals	18.47	10.00	8.47	85.55	120.00	71.29%	34.45

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18 - Keep Diboll Beautiful	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Revenue Summary							
Contributions & Grants	0.00	1,047.93	(1,047.93)	12,575.19	12,575.19	100.00%	0.00
Donations	15,000.00	1,875.00	13,125.00	15,000.00	15,000.00	100.00%	0.00
Revenue Totals	15,000.00	2,922.93	12,077.07	27,575.19	27,575.19	100.00%	0.00
Expense Summary							
Project Expense	11,022.26	2,922.93	8,099.33	11,022.26	27,575.19	39.97%	16,552.93
Expense Totals	11,022.26	2,922.93	8,099.33	11,022.26	27,575.19	39.97%	16,552.93

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50 - Restricted Project Fund	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Expense Summary							
Transfers	0.00	(34,583.34)	34,583.34	(415,000.00)	(415,000.00)	100.00%	0.00
Expense Totals	0.00	(34,583.34)	34,583.34	(415,000.00)	(415,000.00)	100.00%	0.00

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DIBOLL CITY COUNCIL
12-MONTH ATTENDANCE RECORD

Council Member	3/9/21	3/16/21	4/13/21	4/29/21	5/4/21	5/11/21	5/17/212	5/20/212	5/27/21	6/8/212	7/13/212	7/20/21
Brian Moreno					0	0	0	0	0	0	0	0
Ruben Terrazas					0	0	0	0	0	0	1	1
Daniel Lopez	0	0	0	0	0	0	0	0	0	0	0	0
Charles Moses, Sr.	0	0	0	0	0	0	0	0	0	0	1	0
Benita Sheffield Duffield	1	1	0	0	0	0	0	0	1	0	0	0
Luis Maldonado	0	0	0	0	0	0	0	0	0	0	1	1
Trey Wilkerson	0	0	0	0	0	0	0	0	0	0	0	0
Total Absences	**1**	**1**	**0**	**0**	**0**	**0**	**0**	**0**	**1**	**0**	**3**	**2**

Council Member	8/10/21	8/24/212	9/14/21	9/21/21	9/30/21	10/6/21	10/6/22	11/9/21	12/14/21	1/11/2022	2/8/2022	TOTAL TO-DATE
Brian Moreno	0	0	0	0	0	0	0	0	0	0	0	**0**
Ruben Terrazas	0	0	0	0	0	0	0	0	0	0	0	**2**
Daniel Lopez	0	0	0	0	0	0	0	0	1	0	1	**2**
Charles Moses, Sr.	0	0	0	0	0	0	0	0	0	0	0	**1**
Benita Sheffield Duffield	0	0	0	0	0	0	0	0	0	0	0	**3**
Luis Maldonado	0	1	0	0	0	0	0	0	1	0	0	**4**
Trey Wilkerson	0	0	0	0	0	0	0	0	0	0	0	**0**
Total Absences	**0**	**1**	**0**	**0**	**0**	**0**	**0**	**0**	**2**	**0**	**1**	**12**

Rosa M. Olvera - City Secretary

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Samantha Durham
Director of Finance

CITY OF DIBOLL

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PO Box 340
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Email:
sdurham@cityofdiboll.com

Interoffice Memorandum

DATE: **March 8, 2022**

TO: **Mayor and Council Members**

THRU: **Jason Arnold, City Manager**

SUBJ: **2021-2022 Budget Amendment No. 04**

ITEM NO. 01 INCODE 10 SOFTWARE

As you are likely aware, the City of Diboll relies heavily on its IT Infrastructure in order to provide services to our community and maintain financial transparency. The City of Diboll manages these services using several different software components costing approx. $73,000.00 in annual service fees per year.

Our current system includes software packages form FAST, IWORQ, Paychex, Smartsheet, Blackboard, and USTI. Each system manages a separate component which do not communicate with each other, resulting in daily manual data entry. The required daily data entry involves a lot of time, and therefore money, that could be better utilized. Manual data entry also increases the chance of mistake and inaccuracies that could be avoided.

In order to correct the deficiencies in our current IT Infrastructure, we propose an amendment to our 2021-2022 FY Budget which would allow the purchase of an all-in-one ERP system, Incode 10 by Tyler Technologies.

This system will costs approx. $140,000.00 with an annual service fee of approx. $70,500.00. This will result in an annual savings of approx. $2,500.00. In order to cover the initial implementation expense, we wish to utilize $100,000.00 from the Restricted Project Fund, $14,240.00 from the Hotel/Motel Fund, and $23,320.00 from the Municipal Court Technology Fund.

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ITEM NO. 02 CYBER SECURITY WITH IT ENABLED

As the City of Diboll relies more heavily on technology to help manage daily operations, the threat of cybercrime continues to escalate.

Cyber threats pose one of the gravest national security dangers to the United States and much more work needs to be done to enhance cybersecurity for local municipalities, schools, and businesses.

In recent months, several large-scale cyber-attacks have affected major companies such as Target, Bank of America, JPMorgan Chase and Home Depot. Closer to home, Lufkin ISD, was attacked by ransomware which affected several of their systems causing a complete shutdown for which they have yet to fully recover. The data breaches may have compromised bank records, credit card numbers and other private information, including usernames, passwords, emails, phone numbers and addresses.

Training and awareness are important for educating the public, but cybersecurity professionals are vital in today's world. They help develop new ways to combat cyber threats, and are the main line of defense against spamming, phishing, malware, viruses and other cybersecurity threats.

The City of Diboll currently operates with a slow, outdated, and insufficient network including voice and data. With this outdated system, we are more susceptible to cyber security threats similar to the attacks you've seen all over the news.

In order to correct our deficiencies and better protect our data and our community, we wish to contract the services of IT Enabled. IT Enabled is a local company based in Lufkin Texas that offers a variety of solutions that will provide a faster network, upgraded voice applications, data management and backup, and cyber security protection and training.

We pay approx. $60,000 per year for our current data and voice systems. IT Enabled can reduce that expense to $7,535 per year by moving our services from Consolidated Communications to Suddenlink while increasing our data speed from 2.5M to 100M. With this service change, IT Enabled can offer cyber security training, programming, and support for $42,600 per year. This will result in an annual savings of $9,865 per year while increasing our protection and services.

There are one-time costs associated with equipment and setup totaling approximately $27,000.00. Therefore, in order to cover the initial implementation expense, we wish to utilize $22,400.00 from the Restricted Project Fund and an existing budgeted amount of 4,600.00 from the general fund.

Fond regards,



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ORDINANCE NO. 2022-03-001

AN APPROPRIATIONS ORDINANCE AUTHORIZING AN AMENDMENT TO THE 2021/2022 OPERATING BUDGET (BUDGET AMENDMENT NO. 04), PROVIDING FOR THE SUPPLEMENTAL APPROPRIATION OF FUNDS IN RESTRICTED PROJECT FUND, HOTEL MOTEL FUND, AND MUNICIPAL COURT TECHNOLOGY FUND; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, The City Charter of the City of Diboll requires an Appropriations Ordinance be passed by the City Council each year showing revenue of the City from all sources and the expenditures to the various purposes for the fiscal year;

WHEREAS, City Council approved the 2021/2022 Operating Budget and appropriated the necessary funds out of the Restricted Project Fund, Hotel Motel Fund, and Municipal Court Technology Fund revenues for the maintenance and operation of various offices, departments and agencies of the City; and

WHEREAS, Council has reviewed and approves the report establishing the need to adjust appropriations in the Restricted Projects Fund, Hotel Motel Fund, and Municipal Court Technology.

THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF DIBOLL, TEXAS, THAT:

Section I

The City Council of the City of Diboll, Texas, hereby authorizes and approves an amendment to the 2021/2022 Operating Budget (Budget Amendment No. 04) for the purpose and in the amounts shown in the attached report, the amounts to be appropriated from Fund Balances:

The following are fund summaries of these adjustments for the budget line items that are affected:

Restricted Project Fund

Current Expenditure Budget -	-
Proposed Expenditure Budget -	100,000.00
Decrease to Fund Balance	(122,400.00)
Current Revenue Budget -	415,000.00
Proposed Revenue Budget -	415,000.00
Increase to Fund Balance	-
Net effect to fund balance is a decrease of	(122,400.00)

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Est. Current Fund Balance	415,000.00
Proposed Ending Fund Balance	292,600.00

Hotel Motel Fund

Current Expenditure Budget -	20,000.00
Proposed Expenditure Budget -	34,240.00
Decrease to Fund Balance	(14,240.00)
Current Revenue Budget -	20,000.00
Proposed Revenue Budget -	20,000.00
Increase to Fund Balance	-
Net effect to fund balance is a decrease of	(14,240.00)
Est. Current Fund Balance	75,991.00
Proposed Ending Fund Balance	61,751.00

Municipal Court Technology Fund

Current Expenditure Budget -	8,526.00
Proposed Expenditure Budget -	31,846.00
Decrease to Fund Balance	(23,320.00)
Current Revenue Budget -	6,000.00
Proposed Revenue Budget -	6,000.00
Increase to Fund Balance	-
Net effect to fund balance is a decrease of	(23,320.00)
Est. Current Fund Balance	24,958.73
Proposed Ending Fund Balance	1,638.73

Section II

The City Council of the City of Diboll, Texas, hereby amends the 2021/2022 Operating Budget in the Restricted Project Fund, Hotel Motel Fund, and Municipal Court Technology Funds, adjusting appropriations as stated in Section 1 above.

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Section III

That this ordinance shall be and become effective immediately upon and after its adoption and approval.

PASSED AND APPROVED by the City Council of the City of Diboll, Texas on this the 8th day of March, 2022.

_____
Trey Wilkerson, Mayor

ATTEST:

_____
Rosa Olvera, City Secretary

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SOFTWARE AS A SERVICE AGREEMENT

This Software as a Service Agreement is made between Tyler Technologies, Inc. and Client.

WHEREAS, Client selected Tyler to provide certain products and services set forth in the Investment Summary, including providing Client with access to Tyler's proprietary software products, and Tyler desires to provide such products and services under the terms of this Agreement;

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and promises set forth in this Agreement, Tyler and Client agree as follows:

SECTION A – DEFINITIONS

- **"Agreement"** means this Software as a Service Agreement.
- **"Business Travel Policy"** means our business travel policy. A copy of our current Business Travel Policy is attached as Schedule 1 to Exhibit B.
- **"Client**" means the City of Diboll, Texas.
- **"Data"** means your data necessary to utilize the Tyler Software.
- **"Data Storage Capacity"** means the contracted amount of storage capacity for your Data identified in the Investment Summary.
- **"Defect"** means a failure of the Tyler Software to substantially conform to the functional descriptions set forth in our written proposal to you, or their functional equivalent. Future functionality may be updated, modified, or otherwise enhanced through our maintenance and support services, and the governing functional descriptions for such future functionality will be set forth in our then-current Documentation.
- **"Defined Users"** means the number of users that are authorized to use the SaaS Services. The Defined Users for the Agreement are as identified in the Investment Summary. If Exhibit A contains EnerGov labeled software, defined users mean the maximum number of named users that are authorized to use the EnerGov labeled modules as indicated in the Investment Summary.
- **"Developer"** means a third party who owns the intellectual property rights to Third Party Software.
- **"Documentation"** means any online or written documentation related to the use or functionality of the Tyler Software that we provide or otherwise make available to you, including instructions, user guides, manuals and other training or self-help documentation.
- **"Effective Date"** means the date by which both your and our authorized representatives have signed the Agreement.
- **"Force Majeure"** means an event beyond the reasonable control of you or us, including, without limitation, governmental action, war, riot or civil commotion, fire, natural disaster, or any other cause that could not with reasonable diligence be foreseen or prevented by you or us.
- **"Investment Summary"** means the agreed upon cost proposal for the products and services attached as Exhibit A.

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- **"Invoicing and Payment Policy"** means the invoicing and payment policy. A copy of our current Invoicing and Payment Policy is attached as Exhibit B.
- **"Order Form"** means an ordering document that includes a quote or investment summary and specifying the items to be provided by Tyler to Client, including any addenda and supplements thereto.
- **"SaaS Fees"** means the fees for the SaaS Services identified in the Investment Summary.
- **"SaaS Services"** means software as a service consisting of system administration, system management, and system monitoring activities that Tyler performs for the Tyler Software, and includes the right to access and use the Tyler Software, receive maintenance and support on the Tyler Software, including Downtime resolution under the terms of the SLA, and Data storage and archiving. SaaS Services do not include support of an operating system or hardware, support outside of our normal business hours, or training, consulting or other professional services.
- **"SLA"** means the service level agreement. A copy of our current SLA is attached hereto as Exhibit C.
- **"Statement of Work"** means the industry standard implementation plan describing how our professional services will be provided to implement the Tyler Software, and outlining your and our roles and responsibilities in connection with that implementation. The Statement of Work is attached as Exhibit E.
- **"Support Call Process"** means the support call process applicable to all of our customers who have licensed the Tyler Software. A copy of our current Support Call Process is attached as Schedule 1 to Exhibit C.
- **"Third Party Hardware"** means the third party hardware, if any, identified in the Investment Summary.
- **"Third Party Products"** means the Third Party Software and Third Party Hardware.
- **"Third Party Services"** means the third party services, if any, identified in the Investment Summary.
- **"Third Party Software"** means the third party software, if any, identified in the Investment Summary.
- **"Third Party Terms"** means, if any, the end user license agreement(s) or similar terms for the Third Party Products or other parties' products or services, as applicable, and attached or indicated at Exhibit D.
- **"Tyler"** means Tyler Technologies, Inc., a Delaware corporation.
- **"Tyler Software"** means our proprietary software, including any integrations, custom modifications, and/or other related interfaces identified in the Investment Summary and licensed by us to you through this Agreement.
- **"we", "us", "our"** and similar terms mean Tyler.
- **"you"** and similar terms mean Client.

SECTION B – SAAS SERVICES

1. Rights Granted. We grant to you the non-exclusive, non-assignable limited right to use the SaaS Services solely for your internal business purposes for the number of Defined Users only. The Tyler Software will be made available to you according to the terms of the SLA. You acknowledge that we have no delivery obligations and we will not ship copies of the Tyler Software as part of the SaaS Services. You may use the SaaS Services to access updates and enhancements to the Tyler Software, as further described in Section C(9). The foregoing notwithstanding, to the extent we have sold you perpetual licenses for Tyler Software, if and listed in the Investment Summary, for which you are

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receiving SaaS Services, your rights to use such Tyler Software are perpetual, subject to the terms and conditions of this Agreement including, without limitation, Section B(4). We will make any such software available to you for download.

2. SaaS Fees. You agree to pay us the SaaS Fees. Those amounts are payable in accordance with our Invoicing and Payment Policy. The SaaS Fees are based on the number of Defined Users and amount of Data Storage Capacity. You may add additional users or additional data storage capacity on the terms set forth in Section H(1). In the event you regularly and/or meaningfully exceed the Defined Users or Data Storage Capacity, we reserve the right to charge you additional fees commensurate with the overage(s).

3. Ownership.

   3.1 We retain all ownership and intellectual property rights to the SaaS Services, the Tyler Software, and anything developed by us under this Agreement. You do not acquire under this Agreement any license to use the Tyler Software in excess of the scope and/or duration of the SaaS Services.

   3.2 The Documentation is licensed to you and may be used and copied by your employees for internal, non-commercial reference purposes only.

   3.3 You retain all ownership and intellectual property rights to the Data. You expressly recognize that except to the extent necessary to carry out our obligations contained in this Agreement, we do not create or endorse any Data used in connection with the SaaS Services.

4. Restrictions. You may not: (a) make the Tyler Software or Documentation resulting from the SaaS Services available in any manner to any third party for use in the third party's business operations; (b) modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the SaaS Services; (c) access or use the SaaS Services in order to build or support, and/or assist a third party in building or supporting, products or services competitive to us; or (d) license, sell, rent, lease, transfer, assign, distribute, display, host, outsource, disclose, permit timesharing or service bureau use, or otherwise commercially exploit or make the SaaS Services, Tyler Software, or Documentation available to any third party other than as expressly permitted by this Agreement.

5. Software Warranty. We warrant that the Tyler Software will perform without Defects during the term of this Agreement. If the Tyler Software does not perform as warranted, we will use all reasonable efforts, consistent with industry standards, to cure the Defect in accordance with the maintenance and support process set forth in Section C(9), below, the SLA and our then current Support Call Process.

6. Socrata Terms and Conditions. Tyler and Client agree to perform and be bound by all covenants, terms, and conditions of the Socrata Terms and Conditions, which are attached hereto as Exhibit E ("Socrata Agreement") with respect to the Socrata Open Finance Suite, Open Finance Expenditures, and Open Finance Payroll software as more particularly described in the Investment Summary, and all such covenants, terms, and conditions are incorporated by reference as if set forth at length herein. Specific to the Socrata items only, in the event of a conflict between any term or provision in the Socrata Agreement and any term or provision in this Agreement, the terms of the Socrata Agreement shall govern.

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7. SaaS Services.

7.1 Our SaaS Services are audited at least yearly in accordance with the AICPA's Statement on Standards for Attestation Engagements ("SSAE") No. 18. We have attained, and will maintain, SOC 1 and SOC 2 compliance, or its equivalent, for so long as you are timely paying for SaaS Services. The scope of audit coverage varies for some Tyler Software solutions. Upon execution of a mutually agreeable Non-Disclosure Agreement ("NDA"), we will provide you with a summary of our compliance report(s) or its equivalent. Every year thereafter, for so long as the NDA is in effect and in which you make a written request, we will provide that same information. If our SaaS Services are provided using a 3rd party data center, we will provide available compliance reports for that data center.

7.2 You will be hosted on shared hardware in a Tyler data center or in a third-party data center. In either event, databases containing your Data will be dedicated to you and inaccessible to our other customers.

7.3 Our Tyler data centers have fully-redundant telecommunications access, electrical power, and the required hardware to provide access to the Tyler Software in the event of a disaster or component failure. In the event of a data center failure, we reserve the right to employ our disaster recovery plan for resumption of the SaaS Services. In that event, we commit to a Recovery Point Objective ("RPO") of 24 hours and a Recovery Time Objective ("RTO") of 24 hours. RPO represents the maximum duration of time between the most recent recoverable copy of your hosted Data and subsequent data center failure. RTO represents the maximum duration of time following data center failure within which your access to the Tyler Software must be restored.

7.4 We conduct annual penetration testing of either the production network and/or web application to be performed. We will maintain industry standard intrusion detection and prevention systems to monitor malicious activity in the network and to log and block any such activity. We will provide you with a written or electronic record of the actions taken by us in the event that any unauthorized access to your database(s) is detected as a result of our security protocols. We will undertake an additional security audit, on terms and timing to be mutually agreed to by the parties, at your written request. You may not attempt to bypass or subvert security restrictions in the SaaS Services or environments related to the Tyler Software. Unauthorized attempts to access files, passwords or other confidential information, and unauthorized vulnerability and penetration test scanning of our network and systems (hosted or otherwise) is prohibited without the prior written approval of our IT Security Officer.

7.5 We test our disaster recovery plan on an annual basis. Our standard test is not client-specific. Should you request a client-specific disaster recovery test, we will work with you to schedule and execute such a test on a mutually agreeable schedule. At your written request, we will provide test results to you within a commercially reasonable timeframe after receipt of the request.

7.6 We will be responsible for importing back-up and verifying that you can log-in. You will be responsible for running reports and testing critical processes to verify the returned Data.

7.7 We provide secure Data transmission paths between each of your workstations and our servers.

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7.8 Tyler data centers are accessible only by authorized personnel with a unique key entry. All other visitors to Tyler data centers must be signed in and accompanied by authorized personnel. Entry attempts to the data center are regularly audited by internal staff and external auditors to ensure no unauthorized access.

7.9 Where applicable with respect to our applications that take or process card payment data, we are responsible for the security of cardholder data that we possess, including functions relating to storing, processing, and transmitting of the cardholder data and affirm that, as of the Effective Date, we comply with applicable requirements to be considered PCI DSS compliant and have performed the necessary steps to validate compliance with the PCI DSS. We agree to supply the current status of our PCI DSS compliance program in the form of an official Attestation of Compliance, which can be found at https://www.tylertech.com/about-us/compliance, and in the event of any change in our status, will comply with applicable notice requirements.

SECTION C – PROFESSIONAL SERVICES

1. Professional Services. We will provide you the various implementation-related services itemized in the Investment Summary and described in the Statement of Work.

2. Professional Services Fees. You agree to pay us the professional services fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy. You acknowledge that the fees stated in the Investment Summary are good-faith estimates of the amount of time and materials required for your implementation. We will bill you the actual fees incurred based on the in-scope services provided to you. Any discrepancies in the total values set forth in the Investment Summary will be resolved by multiplying the applicable hourly rate by the quoted hours.

3. Additional Services. The Investment Summary contains, and the Statement of Work describes, the scope of services and related costs (including programming and/or interface estimates) required for the project based on our understanding of the specifications you supplied. If additional work is required, or if you use or request additional services, we will provide you with an addendum or change order, as applicable, outlining the costs for the additional work. The price quotes in the addendum or change order will be valid for thirty (30) days from the date of the quote.

4. Cancellation. If travel is required, we will make all reasonable efforts to schedule travel for our personnel, including arranging travel reservations, at least two (2) weeks in advance of commitments. Therefore, if you cancel services less than two (2) weeks in advance (other than for Force Majeure or breach by us), you will be liable for all (a) non-refundable expenses incurred by us on your behalf, and (b) daily fees associated with cancelled professional services if we are unable to reassign our personnel. We will make all reasonable efforts to reassign personnel in the event you cancel within two (2) weeks of scheduled commitments.

5. Services Warranty. We will perform the services in a professional, workmanlike manner, consistent with industry standards. In the event we provide services that do not conform to this warranty, we will re-perform such services at no additional cost to you.

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6. Site Access and Requirements. At no cost to us, you agree to provide us with full and free access to your personnel, facilities, and equipment as may be reasonably necessary for us to provide implementation services, subject to any reasonable security protocols or other written policies provided to us as of the Effective Date, and thereafter as mutually agreed to by you and us.

7. Background Checks. For at least the past twelve (12) years, all of our employees have undergone criminal background checks prior to hire. All employees sign our confidentiality agreement and security policies.

8. Client Assistance. You acknowledge that the implementation of the Tyler Software is a cooperative process requiring the time and resources of your personnel. You agree to use all reasonable efforts to cooperate with and assist us as may be reasonably required to meet the agreed upon project deadlines and other milestones for implementation. This cooperation includes at least working with us to schedule the implementation-related services outlined in this Agreement. We will not be liable for failure to meet any deadlines and milestones when such failure is due to Force Majeure or to the failure by your personnel to provide such cooperation and assistance (either through action or omission).

9. Maintenance and Support. For so long as you timely pay your SaaS Fees according to the Invoicing and Payment Policy, then in addition to the terms set forth in the SLA and the Support Call Process, we will:

   9.1 perform our maintenance and support obligations in a professional, good, and workmanlike manner, consistent with industry standards, to resolve Defects in the Tyler Software (subject to any applicable release life cycle policy);

   9.2 provide support during our established support hours;

   9.3 maintain personnel that are sufficiently trained to be familiar with the Tyler Software and Third Party Software, if any, in order to provide maintenance and support services;

   9.4 make available to you all releases to the Tyler Software (including updates and enhancements) that we make generally available without additional charge to customers who have a maintenance and support agreement in effect; and

   9.5 provide non-Defect resolution support of prior releases of the Tyler Software in accordance with any applicable release life cycle policy.

We will use all reasonable efforts to perform support services remotely. Currently, we use a third-party secure unattended connectivity tool called Bomgar, as well as GotoAssist by Citrix. Therefore, you agree to maintain a high-speed internet connection capable of connecting us to your PCs and server(s). You agree to provide us with a login account and local administrative privileges as we may reasonably require to perform remote services. We will, at our option, use the secure connection to assist with proper diagnosis and resolution, subject to any reasonably applicable security protocols. If we cannot resolve a support issue remotely, we may be required to provide onsite services. In such event, we will be responsible for our travel expenses, unless it is determined that the reason onsite support was required was a reason outside our control. Either way, you agree to provide us with full and free access to the Tyler Software, working space, adequate facilities within a reasonable distance from the

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equipment, and use of machines, attachments, features, or other equipment reasonably necessary for us to provide the maintenance and support services, all at no charge to us. We strongly recommend that you also maintain your VPN for backup connectivity purposes.

For the avoidance of doubt, SaaS Fees do not include the following services: (a) onsite support (unless Tyler cannot remotely correct a Defect in the Tyler Software, as set forth above); (b) application design; (c) other consulting services; or (d) support outside our normal business hours as listed in our then-current Support Call Process. Requested services such as those outlined in this section will be billed to you on a time and materials basis at our then current rates. You must request those services with at least one (1) weeks' advance notice.

SECTION D – THIRD PARTY PRODUCTS

1. Third Party Hardware. We will sell, deliver, and install onsite the Third Party Hardware, if you have purchased any, for the price set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.

2. Third Party Software. As part of the SaaS Services, you will receive access to the Third Party Software and related documentation for internal business purposes only. Your rights to the Third Party Software will be governed by the Third Party Terms.

3. Third Party Products Warranties.

   3.1 We are authorized by each Developer to grant access to the Third Party Software.

   3.2 The Third Party Hardware will be new and unused, and upon payment in full, you will receive free and clear title to the Third Party Hardware.

   3.3 You acknowledge that we are not the manufacturer of the Third Party Products. We do not warrant or guarantee the performance of the Third Party Products. However, we grant and pass through to you any warranty that we may receive from the Developer or supplier of the Third Party Products.

4. Third Party Services. If you have purchased Third Party Services, those services will be provided independent of Tyler by such third-party at the rates set forth in the Investment Summary and in accordance with our Invoicing and Payment Policy.

SECTION E - INVOICING AND PAYMENT; INVOICE DISPUTES

1. Invoicing and Payment. We will invoice you the SaaS Fees and fees for other professional services in the Investment Summary per our Invoicing and Payment Policy, subject to Section E(2).

2. Invoice Disputes. If you believe any delivered software or service does not conform to the warranties in this Agreement, you will provide us with written notice within thirty (30) days of your receipt of the applicable invoice. The written notice must contain reasonable detail of the issues you contend are in dispute so that we can confirm the issue and respond to your notice with either a justification of the invoice, an adjustment to the invoice, or a proposal addressing the issues presented in your notice. We will work with you as may be necessary to develop an action plan that

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outlines reasonable steps to be taken by each of us to resolve any issues presented in your notice. You may withhold payment of the amount(s) actually in dispute, and only those amounts, until we complete the action items outlined in the plan. If we are unable to complete the action items outlined in the action plan because of your failure to complete the items agreed to be done by you, then you will remit full payment of the invoice. We reserve the right to suspend delivery of all SaaS Services, including maintenance and support services, if you fail to pay an invoice not disputed as described above within fifteen (15) days of notice of our intent to do so.

SECTION F – TERM AND TERMINATION

1. Term. The initial term of this Agreement is equal to the number of years indicated for SaaS Services in Exhibit A, commencing on the first day of the first month following the Effective Date, unless earlier terminated as set forth below. If no duration is indicated in Exhibit A, the initial term is one (1) year. Upon expiration of the initial term, this Agreement will renew automatically for additional one (1) year renewal terms at our then-current SaaS Fees unless terminated in writing by either party at least sixty (60) days prior to the end of the then-current renewal term. Your right to access or use the Tyler Software and the SaaS Services will terminate at the end of this Agreement.

2. Termination. This Agreement may be terminated as set forth below. In the event of termination, you will pay us for all undisputed fees and expenses related to the software, products, and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. Disputed fees and expenses in all terminations other than your termination for cause must have been submitted as invoice disputes in accordance with Section E(2).

   2.1 Failure to Pay SaaS Fees. You acknowledge that continued access to the SaaS Services is contingent upon your timely payment of SaaS Fees. If you fail to timely pay the SaaS Fees, we may discontinue the SaaS Services and deny your access to the Tyler Software. We may also terminate this Agreement if you don't cure such failure to pay within forty-five (45) days of receiving written notice of our intent to terminate.

   2.2 For Cause. If you believe we have materially breached this Agreement, you will invoke the Dispute Resolution clause set forth in Section H(3). You may terminate this Agreement for cause in the event we do not cure, or create a mutually agreeable action plan to address, a material breach of this Agreement within the thirty (30) day window set forth in Section H(3).

   2.3 Force Majeure. Either party has the right to terminate this Agreement if a Force Majeure event suspends performance of the SaaS Services for a period of forty-five (45) days or more.

   2.4 Lack of Appropriations. If you should not appropriate or otherwise make available funds sufficient to utilize the SaaS Services, you may unilaterally terminate this Agreement upon thirty (30) days written notice to us. You will not be entitled to a refund or offset of previously paid, but unused SaaS Fees. You agree not to use termination for lack of appropriations as a substitute for termination for convenience.

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SECTION G – INDEMNIFICATION, LIMITATION OF LIABILITY AND INSURANCE

1. Intellectual Property Infringement Indemnification.

   1.1 We will defend you against any third party claim(s) that the Tyler Software or Documentation infringes that third party's patent, copyright, or trademark, or misappropriates its trade secrets, and will pay the amount of any resulting adverse final judgment (or settlement to which we consent). You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.

   1.2 Our obligations under this Section G(1) will not apply to the extent the claim or adverse final judgment is based on your use of the Tyler Software in contradiction of this Agreement, including with non-licensed third parties, or your willful infringement.

   1.3 If we receive information concerning an infringement or misappropriation claim related to the Tyler Software, we may, at our expense and without obligation to do so, either: (a) procure for you the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent, in which case you will stop running the allegedly infringing Tyler Software immediately. Alternatively, we may decide to litigate the claim to judgment, in which case you may continue to use the Tyler Software consistent with the terms of this Agreement.

   1.4 If an infringement or misappropriation claim is fully litigated and your use of the Tyler Software is enjoined by a court of competent jurisdiction, in addition to paying any adverse final judgment (or settlement to which we consent), we will, at our option, either: (a) procure the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent. This section provides your exclusive remedy for third party copyright, patent, or trademark infringement and trade secret misappropriation claims.

2. General Indemnification.

   2.1 We will indemnify and hold harmless you and your agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for (a) personal injury or property damage to the extent caused by our negligence or willful misconduct; or (b) our violation of PCI-DSS requirements or a law applicable to our performance under this Agreement. You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.

   2.2 To the extent permitted by applicable law, you will indemnify and hold harmless us and our agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for personal injury or property damage to the extent caused by your negligence or willful misconduct; or (b) your violation of a law applicable to your performance under this Agreement. We will notify you promptly in writing of the claim and will give you sole control over its defense or settlement. We agree to provide you with reasonable assistance, cooperation, and information in defending the claim at your expense.

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3. **DISCLAIMER. EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES, DUTIES, OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

4. **LIMITATION OF LIABILITY. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, OUR LIABILITY FOR DAMAGES ARISING OUT OF THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO YOUR ACTUAL DIRECT DAMAGES, NOT TO EXCEED (A) DURING THE INITIAL TERM, AS SET FORTH IN SECTION F(1), TOTAL FEES PAID AS OF THE TIME OF THE CLAIM; OR (B) DURING ANY RENEWAL TERM, THE THEN-CURRENT ANNUAL SAAS FEES PAYABLE IN THAT RENEWAL TERM. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY AND TO THE MAXIMUM EXTENT ALLOWED UNDER APPLICABLE LAW, THE EXCLUSION OF CERTAIN DAMAGES, AND EACH SHALL APPLY REGARDLESS OF THE FAILURE OF AN ESSENTIAL PURPOSE OF ANY REMEDY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO SECTIONS G(1) AND G(2).**

5. **EXCLUSION OF CERTAIN DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**

6. Insurance. During the course of performing services under this Agreement, we agree to maintain the following levels of insurance: (a) Commercial General Liability of at least $1,000,000; (b) Automobile Liability of at least $1,000,000; (c) Professional Liability of at least $1,000,000; (d) Workers Compensation complying with applicable statutory requirements; and (e) Excess/Umbrella Liability of at least $5,000,000. We will add you as an additional insured to our Commercial General Liability and Automobile Liability policies, which will automatically add you as an additional insured to our Excess/Umbrella Liability policy as well. We will provide you with copies of certificates of insurance upon your written request.

SECTION H – GENERAL TERMS AND CONDITIONS

1. Additional Products and Services. You may purchase additional products and services at the rates set forth in the Investment Summary for twelve (12) months from the Effective Date by executing a mutually agreed addendum. If no rate is provided in the Investment Summary, or those twelve (12) months have expired, you may purchase additional products and services at our then-current list price, also by executing a mutually agreed addendum. The terms of this Agreement will control any such additional purchase(s), unless otherwise specifically provided in the addendum.

2. Optional Items. Pricing for any listed optional products and services in the Investment Summary will be valid for twelve (12) months from the Effective Date.

3. Dispute Resolution. You agree to provide us with written notice within thirty (30) days of becoming aware of a dispute. You agree to cooperate with us in trying to reasonably resolve all disputes, including, if requested by either party, appointing a senior representative to meet and engage in good faith negotiations with our appointed senior representative. Senior representatives will

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convene within thirty (30) days of the written dispute notice, unless otherwise agreed. All meetings and discussions between senior representatives will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Evidence 408 or any similar applicable state rule. If we fail to resolve the dispute, then the parties shall participate in non-binding mediation in an effort to resolve the dispute. If the dispute remains unresolved after mediation, then either of us may assert our respective rights and remedies in a court of competent jurisdiction. Nothing in this section shall prevent you or us from seeking necessary injunctive relief during the dispute resolution procedures.

4. Taxes. The fees in the Investment Summary do not include any taxes, including, without limitation, sales, use, or excise tax. If you are a tax-exempt entity, you agree to provide us with a tax-exempt certificate. Otherwise, we will pay all applicable taxes to the proper authorities and you will reimburse us for such taxes. If you have a valid direct-pay permit, you agree to provide us with a copy. For clarity, we are responsible for paying our income taxes, both federal and state, as applicable, arising from our performance of this Agreement.

5. Nondiscrimination. We will not discriminate against any person employed or applying for employment concerning the performance of our responsibilities under this Agreement. This discrimination prohibition will apply to all matters of initial employment, tenure, and terms of employment, or otherwise with respect to any matter directly or indirectly relating to employment concerning race, color, religion, national origin, age, sex, sexual orientation, ancestry, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation. We will post, where appropriate, all notices related to nondiscrimination as may be required by applicable law.

6. E-Verify. We have complied, and will comply, with the E-Verify procedures administered by the U.S. Citizenship and Immigration Services Verification Division for all of our employees assigned to your project.

7. Subcontractors. We will not subcontract any services under this Agreement without your prior written consent, not to be unreasonably withheld.

8. Binding Effect; No Assignment. This Agreement shall be binding on, and shall be for the benefit of, either your or our successor(s) or permitted assign(s). Neither party may assign this Agreement without the prior written consent of the other party; provided, however, your consent is not required for an assignment by us as a result of a corporate reorganization, merger, acquisition, or purchase of substantially all of our assets.

9. Force Majeure. Except for your payment obligations, neither party will be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure; provided, however, that within ten (10) business days of the Force Majeure event, the party whose performance is delayed provides the other party with written notice explaining the cause and extent thereof, as well as a request for a reasonable time extension equal to the estimated duration of the Force Majeure event.

10. No Intended Third Party Beneficiaries. This Agreement is entered into solely for the benefit of you and us. No third party will be deemed a beneficiary of this Agreement, and no third party will have the right to make any claim or assert any right under this Agreement. This provision does not affect

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the rights of third parties under any Third Party Terms.

11. Entire Agreement; Amendment. This Agreement represents the entire agreement between you and us with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, implied, or statutory. Purchase orders submitted by you, if any, are for your internal administrative purposes only, and the terms and conditions contained in those purchase orders will have no force or effect. This Agreement may only be modified by a written amendment signed by an authorized representative of each party.

12. Severability. If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement will be considered valid and enforceable to the fullest extent permitted by law.

13. No Waiver. In the event that the terms and conditions of this Agreement are not strictly enforced by either party, such non-enforcement will not act as or be deemed to act as a waiver or modification of this Agreement, nor will such non-enforcement prevent such party from enforcing each and every term of this Agreement thereafter.

14. Independent Contractor. We are an independent contractor for all purposes under this Agreement.

15. Notices. All notices or communications required or permitted as a part of this Agreement, such as notice of an alleged material breach for a termination for cause or a dispute that must be submitted to dispute resolution, must be in writing and will be deemed delivered upon the earlier of the following: (a) actual receipt by the receiving party; (b) upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the receiving party; (c) upon receipt by sender of proof of email delivery; or (d) if not actually received, five (5) days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt requested) affixed and addressed to the other party at the address set forth on the signature page hereto or such other address as the party may have designated by proper notice. The consequences for the failure to receive a notice due to improper notification by the intended receiving party of a change in address will be borne by the intended receiving party.

16. Client Lists. You agree that we may identify you by name in client lists, marketing presentations, and promotional materials.

17. Confidentiality. Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities, including the parties. Confidential information is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (*e.g.*, social security numbers) and trade secrets, each as defined by applicable state law. Each party agrees that it will not disclose any confidential information of the other party and further agrees to take all reasonable and appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement. This obligation of confidentiality will not apply to information that:
    (a) is in the public domain, either at the time of disclosure or afterwards, except by breach of this Agreement by a party or its employees or agents;

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(b) a party can establish by reasonable proof was in that party's possession at the time of initial disclosure;
(c) a party receives from a third party who has a right to disclose it to the receiving party; or
(d) is the subject of a legitimate disclosure request under the open records laws or similar applicable public disclosure laws governing this Agreement; provided, however, that in the event you receive an open records or other similar applicable request, you will give us prompt notice and otherwise perform the functions required by applicable law.

18. Quarantining of Client Data. Some services provided by Tyler require us to be in possession of your Data. In the event we detect malware or other conditions associated with your Data that are reasonably suspected of putting Tyler resources or other Tyler clients' data at risk, we reserve the absolute right to move your Data from its location within a multi-tenancy Tyler hosted environment to an isolated "quarantined" environment without advance notice. Your Data will remain in such quarantine for a period of at least six (6) months during which time we will review the Data, and all traffic associated with the Data, for signs of malware or other similar issues. If no issues are detected through such reviews during the six (6) month period of quarantine, we will coordinate with you the restoration of your Data to a non-quarantined environment. In the event your Data must remain in quarantine beyond this six (6) month period through no fault of Tyler's, we reserve the right to require payment of additional fees for the extended duration of quarantine. We will provide an estimate of what those costs will be upon your request.

19. Business License. In the event a local business license is required for us to perform services hereunder, you will promptly notify us and provide us with the necessary paperwork and/or contact information so that we may timely obtain such license.

20. Governing Law. This Agreement will be governed by and construed in accordance with the laws of your state of domicile, without regard to its rules on conflicts of law.

21. Multiple Originals and Authorized Signatures. This Agreement may be executed in multiple originals, any of which will be independently treated as an original document. Any electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment hereto will be deemed an original signature and will be fully enforceable as if an original signature. Each party represents to the other that the signatory set forth below is duly authorized to bind that party to this Agreement.

22. Cooperative Procurement. To the maximum extent permitted by applicable law, we agree that this Agreement may be used as a cooperative procurement vehicle by eligible jurisdictions. We reserve the right to negotiate and customize the terms and conditions set forth herein, including but not limited to pricing, to the scope and circumstances of that cooperative procurement.

23. Contract Documents. This Agreement includes the following exhibits:

Exhibit A	Investment Summary
Exhibit B	Invoicing and Payment Policy
	Schedule 1: Business Travel Policy
Exhibit C	Service Level Agreement
	Schedule 1: Support Call Process
Exhibit D	Web Services – Hosted Application Terms

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Exhibit E	Socrata Software as a Service Terms and Conditions
Exhibit F	Statement of Work

IN WITNESS WHEREOF, a duly authorized representative of each party has executed this Agreement as of the date(s) set forth below.

Tyler Technologies, Inc.	City of Diboll, Texas
By:_____	By:_____
Name:_____	Name:_____
Title:_____	Title:_____
Date:_____	Date:_____
Address for Notices: Tyler Technologies, Inc. One Tyler Drive Yarmouth, ME 04096 Attention: Chief Legal Officer	Address for Notices: City of Diboll 400 Kenley Street Diboll, TX 75941 Attention: _____

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Exhibit A
Investment Summary

The following Investment Summary details the software and services to be delivered by us to you under the Agreement. This Investment Summary is effective as of the Effective Date. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

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Quoted By: John Hardin
Quote Expiration: 2/5/22
Quote Name:

Sales Quotation For:
City of Diboll
400 Kenley St
Diboll TX 75941

Tyler Annual Software - SaaS

Description	List Price	Discount	Annual
Incode			
Incode 10 Financial Management Suite			
Core Financials	$ 6,427	$ 321	$ 6,106
Grants Management	$ 643	$ 19	$ 624
Personnel Management (Includes Position Budgeting)	$ 7,070	$ 354	$ 6,716
Employee Self Service (Employee Portal) [16]	$ 1,920	$ 0	$ 1,920
Project Accounting	$ 1,415	$ 42	$ 1,373
Purchasing	$ 2,122	$ 64	$ 2,058
Incode 10 Customer Relationship Management Suite			
Utility CIS System - Water/Gas	$ 7,713	$ 386	$ 7,327
Cashiering	$ 2,443	$ 73	$ 2,370
Utility Billing Online Component (Based on # of Accts ($.48 x # of Accts)	$ 864	$ 0	$ 864
Third Party Printing Interface	$ 2,251	$ 68	$ 2,183
Mobile Service Orders	$ 643	$ 19	$ 624
Work Order Asset Maintenance	$ 3,254	$ 0	$ 3,254

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Incode Community Development Suite			
Permitting Online Component	$ 810	$ 0	$ 810
Permitting	$ 2,251	$ 68	$ 2,183
Cemetery Records	$ 707	$ 21	$ 686
Incode 10 Court Suite			
Criminal Court Case Management	$ 6,816	$ 341	$ 6,475
Cashiering	$ 0	$ 0	$ 0
Output Director	$ 1,769	$ 53	$ 1,716
Brazos Citation Issuing Device Interface	$ 0	$ 0	$ 0
Collection Agency Export Interface	$ 1,061	$ 32	$ 1,029
ExecuTime			
ExecuTime Time & Attendance Mobile Access License	$ 1,503	$ 75	$ 1,428
ExecuTime Time & Attendance	$ 3,107	$ 93	$ 3,014
ExecuTime Advanced Scheduling	$ 5,030	$ 151	$ 4,879
Socrata			
Open Finance Suite	$ 5,400	$ 0	$ 5,400
Open Finance Expenditures	$ 1,800	$ 0	$ 1,800
Open Finance Payroll	$ 1,800	$ 0	$ 1,800
Tyler Content Management			
Tyler Content Manager Standard Edition	$ 1,609	$ 48	$ 1,561
TOTAL:	**$ 70,428**	**$ 2,228**	**$ 68,200**
Term # of Years:	**3**		

Tyler Annual Services

Description	List Price	Discount	Annual
Incode			
Other Services			
Tyler U	$ 1,700	$ 0	$ 1,700

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TOTAL:	**$ 1,700**	**$ 0**	**$ 1,700**

Tyler Fees per Transaction

Description	Unit Price	Discount	Net Unit Price
Incode			
Incode 10 Customer Relationship Management Suite			
EasyPay Online Payment Component	$ 1.25	$ 0.00	$ 1.25
IVR Solution for Utility Billing	$ 1.25	$ 0.00	$ 1.25
Notifications for Utility Billing	$ 0.10	$ 0.00	$ 0.10
Court Case Resolution Bundle	$ 0.00	$ 0.00	$ 0.00

Third Party Software & Hardware

Description	Quantity	Unit Price	Unit Discount	Extended Price	Maintenance
Incode					
Hardware					
Epson TMH6000V Thermal Receipt Printer White USB NEW	2	$ 1,050	$ 0	$ 2,100	$ 406
Symbol LS2208 Bar Code Scanner w/ intellistand NEW	1	$ 350	$ 0	$ 350	$ 70
Topaz Signature Pad T-L462 - USB w/ Serial Emulation TLBK462-BSB Hosted Court Sites	2	$ 525	$ 0	$ 1,050	$ 210
TOTAL:				**$ 3,500**	**$ 686**

Services

Description	Hours/Units	Price	Discount	Extended Price	Maintenance
Incode 10 Financial Management Suite					
Professional Services	260	$ 33,800	$ 0	$ 33,800	$ 0
Accounts Payable History Data Conversion	1	$ 500	$ 0	$ 500	$ 0

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Accounts Payable Vendors Data Conversion	1	$ 1,000	$ 0	$ 1,000	$ 0
General Ledger History Data Conversion	1	$ 500	$ 0	$ 500	$ 0
General Ledger Chart of Accounts Data Conversion	1	$ 1,000	$ 0	$ 1,000	$ 0
Financials Project Management	1	$ 1,250	$ 0	$ 1,250	$ 0
Personnel Management -Payroll History Data Conversion	1	$ 1,000	$ 0	$ 1,000	$ 0
Personnel Management - Employees Records Data Conversion	1	$ 2,000	$ 0	$ 2,000	$ 0
Incode 10 Customer Relationship Management Suite					
Professional Services	248	$ 32,240	$ 0	$ 32,240	$ 0
Utility Billing Data Conversion	1	$ 6,000	$ 0	$ 6,000	$ 0
Customer Relationship Management Suite Project Management	1	$ 1,400	$ 0	$ 1,400	$ 0
Incode Community Development Suite					
Professional Services	48	$ 6,240	$ 0	$ 6,240	$ 0
Incode Community Development Project Management	1	$ 1,250	$ 0	$ 1,250	$ 0
Incode 10 Court Suite					
Professional Services	84	$ 10,920	$ 0	$ 10,920	$ 0
Project Management - Court	1	$ 1,400	$ 0	$ 1,400	$ 0
Warrants & Judgments Data Conversion	1	$ 1,500	$ 0	$ 1,500	$ 0
Fee Instance, Payment Plans, Restitution Data Conversion	1	$ 4,500	$ 0	$ 4,500	$ 0
Court Case Management Data Conversion	1	$ 5,000	$ 0	$ 5,000	$ 0
MyCivic					
MyCivic Project Management	1	$ 250	$ 0	$ 250	$ 0
Executime					
Professional Services	98	$ 12,740	$ 0	$ 12,740	$ 0
Executime Project Management	1	$ 1,250	$ 0	$ 1,250	$ 0
Socrata					
Professional Services	32	$ 4,160	$ 0	$ 4,160	$ 0
Tyler Content Management					
Professional Services	32	$ 4,160	$ 0	$ 4,160	$ 0
TOTAL:		**$ 134,060**	**$ 0**	**$ 134,060**	**$ 0**

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Summary	One Time Fees	Recurring Fees
Total SaaS		$ 68,200
Total Third Party Hardware, Software, Services	$ 3,500	$ 686
Total Tyler Services	$ 134,060	$ 1,700
Summary Total	**$ 137,560**	**$ 70,586**
Contract Total	**$ 208,146**	

Detailed Breakdown of Professional Services (Included in Summary Total)

Description	Hours	List Price	Discount	Extended Price	Maintenance
Incode					
Incode 10 Financial Management Suite					
Accounts Payable History Data Analysis	4	$ 520	$ 0	$ 520	$ 0
Accounts Payable Vendors Data Analysis	4	$ 520	$ 0	$ 520	$ 0
Core Financials	112	$ 14,560	$ 0	$ 14,560	$ 0
General Ledger History Data Analysis	4	$ 520	$ 0	$ 520	$ 0
Grants Management	8	$ 1,040	$ 0	$ 1,040	$ 0
Personnel Management History Data Analysis	4	$ 520	$ 0	$ 520	$ 0
Personnel Management	92	$ 11,960	$ 0	$ 11,960	$ 0
Personnel Management - Employees Records Data Analysis	4	$ 520	$ 0	$ 520	$ 0
Project Accounting	12	$ 1,560	$ 0	$ 1,560	$ 0
Purchasing	16	$ 2,080	$ 0	$ 2,080	$ 0
Sub-Total	**260**	**$ 33,800**	**$ 0**	**$ 33,800**	**$ 0**
Incode 10 Customer Relationship Management Suite					
Utility Billing Data Analysis	12	$ 1,560	$ 0	$ 1,560	$ 0
Cashiering	28	$ 3,640	$ 0	$ 3,640	$ 0
Third Party Printing Interface	4	$ 520	$ 0	$ 520	$ 0
Utility CIS System - Water/Gas	144	$ 18,720	$ 0	$ 18,720	$ 0

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Mobile Service Orders	4	$ 520	$ 0	$ 520	$ 0
Work Order Asset Maintenance	56	$ 7,280	$ 0	$ 7,280	$ 0
Sub-Total	**248**	**$ 32,240**	**$ 0**	**$ 32,240**	**$ 0**
Incode Community Development Suite					
Cemetery Records	8	$ 1,040	$ 0	$ 1,040	$ 0
Permitting	40	$ 5,200	$ 0	$ 5,200	$ 0
Sub-Total	**48**	**$ 6,240**	**$ 0**	**$ 6,240**	**$ 0**
Incode 10 Court Suite					
Criminal Court Case Management	52	$ 6,760	$ 0	$ 6,760	$ 0
Warrants & Judgements Data Analysis	4	$ 520	$ 0	$ 520	$ 0
Output Director	8	$ 1,040	$ 0	$ 1,040	$ 0
Fee Instance, Payment Plans, Restitution Data Analysis	8	$ 1,040	$ 0	$ 1,040	$ 0
Court Case Management Data Analysis	8	$ 1,040	$ 0	$ 1,040	$ 0
Cashiering	4	$ 520	$ 0	$ 520	$ 0
Sub-Total	**84**	**$ 10,920**	**$ 0**	**$ 10,920**	**$ 0**
ExecuTime					
ExecuTime Advanced Scheduling	48	$ 6,240	$ 0	$ 6,240	$ 0
ExecuTime Time & Attendance	50	$ 6,500	$ 0	$ 6,500	$ 0
Sub-Total	**98**	**$ 12,740**	**$ 0**	**$ 12,740**	**$ 0**
Socrata					
Open Finance Expenditures	6	$ 780	$ 0	$ 780	$ 0
Open Finance Suite	20	$ 2,600	$ 0	$ 2,600	$ 0
Open Finance Payroll	6	$ 780	$ 0	$ 780	$ 0
Sub-Total	**32**	**$ 4,160**	**$ 0**	**$ 4,160**	**$ 0**
Tyler Content Management					
Tyler Content Manager Standard Edition	32	$ 4,160	$ 0	$ 4,160	$ 0
Sub-Total	**32**	**$ 4,160**	**$ 0**	**$ 4,160**	**$ 0**
TOTAL:	**802**	**$ 104,260**	**$ 0**	**$ 104,260**	**$ 0**

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Comments

Utility Billing conversions include contacts/properties/accounts, service meter info - meter inventory, transaction/consumption/read history, metered services, non-metered service. Additional fee for historical views.

Accounts Payable conversions include Vendor Master Only - additional fee for historical views.

Cashiering supports credit/debit cards via ETS, includes PCI Compliant, a cash collection interface, a cashiering receipt import)
Core Financials includes general ledger, budget prep, bank recon, AP, CellSense, a standard forms pkg, output director, positive pay, secure signatures (qty 2).
EasyPay Online Payment Component allows clients to setup payment forms for misc. payments with a fixed, calculated or open payment amount. The payments are sent from the website to the cash collection/Cashiering application and then posted to the GL application. NOTE: There is a $1.25 per transaction fee associated with the EasyPay that will be paid by client unless Tyler is instructed by the client to pass along to the user at time of payment.

General Ledger History conversion includes unlimited historical records

General Ledger conversions include Chart of Accounts - additional fee for historical views.
Incode IVR Solution for Utility Billing-The payment packet is created in centralized cash collections. The IVR system gives the customer an account balance, the customer makes the payment by phone, and the account manager is updated with the payment record. NOTE: There is a $1.25 per transaction fee associated with the IVR that will be paid by client unless Tyler is instructed by the client to pass along to the user at time of payment.
Notification for Utility Billing ($0.10 per call) includes Customer notification by phone (call late notices and general notifications). Call lists are automatically generated and the account is updated after the call. It includes a custom message for each call type and the call message can be in English or Spanish. It generates reports based on call results. Note: The Utility will be billed at the rate specified above for all the calls made. The Utility will be billed quarterly by Tyler Technologies for calls conducted.

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Incode Utility Billing Online Component displays the current status (late, cut off etc), the action needed to avoid penalty, current balance, deposits on file (optional), last payment date, last payment amount, payment arrangements on file, last bill amount, last bill date, bill due date, contracts on file and status, transaction history (online payments). Payment packet is created to be imported to utility system. Address information includes legal description, precinct, school district, and services at address(subject to data availability). Includes consumption history by service (including graphs), request for service (optional), information change request (optional), security -SSL (secure socket layer). Note that the customer pays $1.25 fee per transaction for payment on-line.

Personnel Management History conversion includes unlimited historical records
Personnel Management/Payroll conversions include employee master, deductions/taxes, retirement, current leave totals, current direct deposit - additional fee for historical views.
Utility CIS System includes collections, tax lien process and import, utility payment import, a standard forms pkg., output director and one Utility handheld meter-reader interface.
Court Case Resolution Bundle includes: Incode Court Online Case Resolution, Court IVR and Notifications for Court. A fee is paid by the defendant for each transaction processed through Incode Court Online or Court IVR: $1.00 for payments under $100, $2.50 for payments over $100, and $3.50 for advanced online transactions. A $0.20 fee is paid by the client for each violation for which a phone notification is attempted. Text message notifications are free of charge provided the client 1) enables the standard campaigns that include a link to Incode Court Online, and 2) enables advanced online transactions that are currently available or defendants at the counter or by mail. This contract replaces existing Incode Court Online annual fees.
Court Case Management conversion includes Name Information (Address, phone, name notes), Vehicle Information, Officer Information, Offense Code Information, Case Information (violation date, comments, citation), Witness Information, Disposition Information

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Exhibit B
Invoicing and Payment Policy

We will provide you with the software and services set forth in the Investment Summary of the Agreement. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

Invoicing: We will invoice you for the applicable software and services in the Investment Summary as set forth below. Your rights to dispute any invoice are set forth in the Agreement.

1. SaaS Fees. SaaS Fees are invoiced on an annual basis, beginning on the commencement of the initial term as set forth in Section F (1) of this Agreement. Your annual SaaS fees for the initial term are set forth in the Investment Summary. Upon expiration of the initial term, your annual SaaS fees will be at our then-current rates.

2. Other Tyler Software and Services.

   2.1 *VPN Device*: The fee for the VPN device will be invoiced upon installation of the VPN.

   2.2 *Implementation and Other Professional Services (including training)*: Implementation and other professional services (including training) are billed and invoiced as delivered, at the rates set forth in the Investment Summary.

   2.3 *Consulting Services*: If you have purchased any Business Process Consulting services, if they have been quoted as fixed-fee services, they will be invoiced 50% upon your acceptance of the Best Practice Recommendations, by module, and 50% upon your acceptance of custom desktop procedures, by module. If you have purchased any Business Process Consulting services and they are quoted as an estimate, then we will bill you the actual services delivered on a time and materials basis.

   2.4 *Conversions*: Fixed-fee conversions are invoiced 50% upon initial delivery of the converted Data, by conversion option, and 50% upon Client acceptance to load the converted Data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, we will bill you the actual services delivered on a time and materials basis.

   2.5 *Requested Modifications to the Tyler Software*: Requested modifications to the Tyler Software are invoiced 50% upon delivery of specifications and 50% upon delivery of the applicable modification. You must report any failure of the modification to conform to the specifications within thirty (30) days of delivery; otherwise, the modification will be deemed to be in compliance with the specifications after the 30-day window has passed. You may still report Defects to us as set forth in this Agreement.

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2.6 *Other Fixed Price Services*: Other fixed price services are invoiced as delivered, at the rates set forth in the Investment Summary. For the avoidance of doubt, where "Project Planning Services" are provided, payment will be due upon delivery of the Implementation Planning document.

2.7 Web Services: Annual fees for web services are payable in advance, commencing upon the availability of the service. Your annual fees for the initial term are set forth in the Investment Summary. Upon expiration of the initial term, your annual fees will be at our then-current rates.

2.8 *Annual Services*: Unless otherwise indicated in this Exhibit B, fees for annual services are due annually, in advance, commencing on the availability of the service. Your annual fees for the initial term are set forth in the Investment Summary. Upon expiration of the initial term, your annual fees will be at our then-current rates.

3. Third Party Products.

3.1 *Third Party Software License Fees*: License fees for Third Party Software, if any, are invoiced when we make it available to you for downloading.

3.2 *Third Party Software Maintenance*: The first year maintenance for the Third Party Software is invoiced when we make it available to you for downloading.

3.3 *Third Party Hardware*: Third Party Hardware costs, if any, are invoiced upon delivery.

3.4 *Third Party Services:* Fees for Third Party Services, if any, are invoiced as delivered, along with applicable expenses, at the rates set forth in the Investment Summary.

4. Transaction Fees. Unless paid directly by an end user at the time of transaction, per transaction (call, message, etc.) fees are invoiced on a quarterly basis. Fees are indicated in Schedule A and may be increased by Tyler upon notice of no less than thirty (30) days.

5. Expenses. The service rates in the Investment Summary do not include travel expenses. Expenses for Tyler delivered services will be billed as incurred and only in accordance with our then-current Business Travel Policy, plus a 10% travel agency processing fee. Our current Business Travel Policy is attached to this Exhibit B as Schedule 1. Copies of receipts will be provided upon request; we reserve the right to charge you an administrative fee depending on the extent of your requests. Receipts for miscellaneous items less than twenty-five dollars and mileage logs are not available.

Payment. Payment for undisputed invoices is due within forty-five (45) days of the invoice date. We prefer to receive payments electronically. Our electronic payment information is available by contacting AR@tylertech.com.

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Exhibit B
Schedule 1
Business Travel Policy

1. Air Travel

   A. Reservations & Tickets

   The Travel Management Company (TMC) used by Tyler will provide an employee with a direct flight within two hours before or after the requested departure time, assuming that flight does not add more than three hours to the employee's total trip duration and the fare is within $100 (each way) of the lowest logical fare. If a net savings of $200 or more (each way) is possible through a connecting flight that is within two hours before or after the requested departure time and that does not add more than three hours to the employee's total trip duration, the connecting flight should be accepted.

   Employees are encouraged to make advanced reservations to take full advantage of discount opportunities. Employees should use all reasonable efforts to make travel arrangements at least two (2) weeks in advance of commitments. A seven (7) day advance booking requirement is mandatory. When booking less than seven (7) days in advance, management approval will be required.

   Except in the case of international travel where a segment of continuous air travel is six (6) or more consecutive hours in length, only economy or coach class seating is reimbursable. Employees shall not be reimbursed for "Basic Economy Fares" because these fares are non-refundable and have many restrictions that outweigh the cost-savings.

   B. Baggage Fees

   Reimbursement of personal baggage charges are based on trip duration as follows:

   - Up to five (5) days = one (1) checked bag
   - Six (6) or more days = two (2) checked bags

   Baggage fees for sports equipment are not reimbursable.

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2. Ground Transportation

A. Private Automobile

Mileage Allowance – Business use of an employee's private automobile will be reimbursed at the current IRS allowable rate, plus out of pocket costs for tolls and parking. Mileage will be calculated by using the employee's office as the starting and ending point, in compliance with IRS regulations. Employees who have been designated a home office should calculate miles from their home.

B. Rental Car

Employees are authorized to rent cars only in conjunction with air travel when cost, convenience, and the specific situation reasonably require their use. When renting a car for Tyler business, employees should select a "mid-size" or "intermediate" car. "Full" size cars may be rented when three or more employees are traveling together. Tyler carries leased vehicle coverage for business car rentals; except for employees traveling to Alaska and internationally (excluding Canada), additional insurance on the rental agreement should be declined.

C. Public Transportation

Taxi or airport limousine services may be considered when traveling in and around cities or to and from airports when less expensive means of transportation are unavailable or impractical. The actual fare plus a reasonable tip (15-18%) are reimbursable. In the case of a free hotel shuttle to the airport, tips are included in the per diem rates and will not be reimbursed separately.

D. Parking & Tolls

When parking at the airport, employees must use longer term parking areas that are measured in days as opposed to hours. Park and fly options located near some airports may also be used. For extended trips that would result in excessive parking charges, public transportation to/from the airport should be considered. Tolls will be reimbursed when receipts are presented.

3. Lodging

Tyler's TMC will select hotel chains that are well established, reasonable in price, and conveniently located in relation to the traveler's work assignment. Typical hotel chains include Courtyard, Fairfield Inn, Hampton Inn, and Holiday Inn Express. If the employee has a discount rate with a local hotel, the hotel reservation should note that discount and the employee should confirm the lower rate with the hotel upon arrival. Employee memberships in travel clubs such as AAA should be noted in their travel profiles so that the employee can take advantage of any lower club rates.

"No shows" or cancellation fees are not reimbursable if the employee does not comply with the hotel's cancellation policy.

Tips for maids and other hotel staff are included in the per diem rate and are not reimbursed separately.

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Employees are not authorized to reserve non-traditional short-term lodging, such as Airbnb, VRBO, and HomeAway. Employees who elect to make such reservations shall not be reimbursed.

4. Meals and Incidental Expenses

Employee meals and incidental expenses while on travel status within the continental U.S. are in accordance with the federal per diem rates published by the General Services Administration. Incidental expenses include tips to maids, hotel staff, and shuttle drivers and other minor travel expenses. Per diem rates are available at www.gsa.gov/perdiem.

Per diem for Alaska, Hawaii, U.S. protectorates and international destinations are provided separately by the Department of State and will be determined as required.

A. Overnight Travel

For each full day of travel, all three meals are reimbursable. Per diems on the first and last day of a trip are governed as set forth below.

Departure Day

Depart before 12:00 noon	Lunch and dinner
Depart after 12:00 noon	Dinner

Return Day

Return before 12:00 noon	Breakfast
Return between 12:00 noon & 7:00 p.m.	Breakfast and lunch
Return after 7:00 p.m.*	Breakfast, lunch and dinner

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

The reimbursement rates for individual meals are calculated as a percentage of the full day per diem as follows:

Breakfast	15%
Lunch	25%
Dinner	60%

B. Same Day Travel

Employees traveling at least 100 miles to a site and returning in the same day are eligible to claim lunch on an expense report. Employees on same day travel status are eligible to claim dinner in the event they return home after 7:00 p.m.*

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

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5. Internet Access – Hotels and Airports

   Employees who travel may need to access their e-mail at night. Many hotels provide free high speed internet access and Tyler employees are encouraged to use such hotels whenever possible. If an employee's hotel charges for internet access it is reimbursable up to $10.00 per day. Charges for internet access at airports are not reimbursable.

6. International Travel

   All international flights with the exception of flights between the U.S. and Canada should be reserved through TMC using the "lowest practical coach fare" with the exception of flights that are six (6) or more consecutive hours in length. In such event, the next available seating class above coach shall be reimbursed.

   When required to travel internationally for business, employees shall be reimbursed for photo fees, application fees, and execution fees when obtaining a new passport book, but fees related to passport renewals are not reimbursable. Visa application and legal fees, entry taxes and departure taxes are reimbursable.

   The cost of vaccinations that are either required for travel to specific countries or suggested by the U.S. Department of Health & Human Services for travel to specific countries, is reimbursable.

   Section 4, Meals & Incidental Expenses, and Section 2.b., Rental Car, shall apply to this section.

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Exhibit C
Service Level Agreement

I. Agreement Overview

This SLA operates in conjunction with, and does not supersede or replace any part of, the Agreement. It outlines the information technology service levels that we will provide to you to ensure the availability of the application services that you have requested us to provide. All other support services are documented in the Support Call Process.

II. Definitions. Except as defined below, all defined terms have the meaning set forth in the Agreement.

Actual Attainment: The percentage of time the Tyler Software is available during a calendar quarter, calculated as follows: (Service Availability – Downtime) ÷ Service Availability.

Client Error Incident: Any service unavailability resulting from your applications, content or equipment, or the acts or omissions of any of your service users or third-party providers over whom we exercise no control.

Downtime: Those minutes during Service Availability, as defined below, when all users cannot launch, login, search or save primary data in the Tyler Software. Downtime does not include those instances in which only a Defect is present.

Emergency Maintenance: (1) maintenance that is required to patch a critical security vulnerability; (2) maintenance that is required to prevent an imminent outage of Service Availability; or (3) maintenance that is mutually agreed upon in writing by Tyler and the Client.

Planned Downtime: Downtime that occurs during a Standard or Emergency Maintenance window.

Service Availability: The total number of minutes in a calendar quarter that the Tyler Software is capable of receiving, processing, and responding to requests, excluding Planned Downtime, Client Error Incidents, denial of service attacks and Force Majeure.

Standard Maintenance: Routine maintenance to the Tyler Software and infrastructure. Standard Maintenance is limited to five (5) hours per week.

III. Service Availability

a. Your Responsibilities

Whenever you experience Downtime, you must make a support call according to the procedures outlined in the Support Call Process. You will receive a support case number.

b. Our Responsibilities

When our support team receives a call from you that Downtime has occurred or is occurring, we will work with you to identify the cause of the Downtime (including whether it may be the result of Planned

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Downtime, a Client Error Incident, Denial of Service attack or Force Majeure). We will also work with you to resume normal operations.

c. Client Relief

Our targeted Attainment Goal is 100%. You may be entitled to credits as indicated in the Client Relief Schedule found below. Your relief credit is calculated as a percentage of the SaaS fees paid for the calendar quarter.

In order to receive relief credits, you must submit a request through one of the channels listed in our Support Call Process within fifteen days (15) of the end of the applicable quarter. We will respond to your relief request within thirty (30) day(s) of receipt.

The total credits confirmed by us will be applied to the SaaS Fee for the next billing cycle. Issuing of such credit does not relieve us of our obligations under the Agreement to correct the problem which created the service interruption.

Client Relief Schedule	
Actual Attainment	**Client Relief**
99.99% - 98.00%	Remedial action will be taken
97.99% - 95.00%	4%
Below 95.00%	5%

IV. Maintenance Notifications

We perform Standard Maintenance during limited windows that are historically known to be reliably low-traffic times. If and when maintenance is predicted to occur during periods of higher traffic, we will provide advance notice of those windows and will coordinate to the greatest extent possible with you.

Not all maintenance activities will cause application unavailability. However, if Tyler anticipates that activities during a Standard or Emergency Maintenance window may make the Tyler Software unavailable, we will provide advance notice, as reasonably practicable that the Tyler Software will be unavailable during the maintenance window.

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Exhibit C
Schedule 1
Support Call Process

Support Channels

Tyler Technologies, Inc. provides the following channels of software support for authorized users*:

(1) On-line submission (portal) – for less urgent and functionality-based questions, users may create support incidents through the Tyler Customer Portal available at the Tyler Technologies website. A built-in Answer Panel provides users with resolutions to most "how-to" and configuration-based questions through a simplified search interface with machine learning, potentially eliminating the need to submit the support case.
(2) Email – for less urgent situations, users may submit emails directly to the software support group.
(3) Telephone – for urgent or complex questions, users receive toll-free, telephone software support.

** Channel availability may be limited for certain applications.*

Support Resources

A number of additional resources are available to provide a comprehensive and complete support experience:

(1) Tyler Website – www.tylertech.com – for accessing client tools, documentation, and other information including support contact information.
(2) Tyler Search -a knowledge based search engine that lets you search multiple sources simultaneously to find the answers you need, 24x7.
(3) Tyler Community –provides a venue for all Tyler clients with current maintenance agreements to collaborate with one another, share best practices and resources, and access documentation.
(4) Tyler University – online training courses on Tyler products.

Support Availability

Tyler Technologies support is available during the local business hours of 8 AM to 5 PM (Monday – Friday) across four US time zones (Pacific, Mountain, Central and Eastern). Tyler's holiday schedule is outlined below. There will be no support coverage on these days.

New Year's Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day
Labor Day	

For support teams that provide after-hours service, we will provide you with procedures for contacting support staff after normal business hours for reporting Priority Level 1 Defects only. Upon receipt of

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such a Defect notification, we will use commercially reasonable efforts to meet the resolution targets set forth below.

We will also make commercially reasonable efforts to be available for one pre-scheduled Saturday of each month to assist your IT staff with applying patches and release upgrades, as well as consulting with them on server maintenance and configuration of the Tyler Software environment.

Incident Handling

Incident Tracking

Every support incident is logged into Tyler's Customer Relationship Management System and given a unique case number. This system tracks the history of each incident. The case number is used to track and reference open issues when clients contact support. Clients may track incidents, using the case number, through Tyler's Customer Portal or by calling software support directly.

Incident Priority

Each incident is assigned a priority level, which corresponds to the Client's needs. Tyler and the Client will reasonably set the priority of the incident per the chart below. This chart is not intended to address every type of support incident, and certain "characteristics" may or may not apply depending on whether the Tyler software has been deployed on customer infrastructure or the Tyler cloud. The goal is to help guide the Client towards clearly understanding and communicating the importance of the issue and to describe generally expected response and resolution targets in the production environment only.

References to a "confirmed support incident" mean that Tyler and the Client have successfully validated the reported Defect/support incident.

Priority Level	Characteristics of Support Incident	Resolution Targets*
1 Critical	Support incident that causes (a) complete application failure or application unavailability; (b) application failure or unavailability in one or more of the client's remote location; or (c) systemic loss of multiple essential system functions.	Tyler shall provide an initial response to Priority Level 1 incidents within one (1) business hour of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within one (1) business day. For non-hosted customers, Tyler's responsibility for lost or corrupted data is limited to assisting the Client in restoring its last available database.

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Priority Level	Characteristics of Support Incident	Resolution Targets*
2 High	Support incident that causes (a) repeated, consistent failure of essential functionality affecting more than one user or (b) loss or corruption of data.	Tyler shall provide an initial response to Priority Level 2 incidents within four (4) business hours of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within ten (10) business days. For non-hosted customers, Tyler's responsibility for loss or corrupted data is limited to assisting the Client in restoring its last available database.
3 Medium	Priority Level 1 incident with an existing circumvention procedure, or a Priority Level 2 incident that affects only one user or for which there is an existing circumvention procedure.	Tyler shall provide an initial response to Priority Level 3 incidents within one (1) business day of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents without the need for a circumvention procedure with the next published maintenance update or service pack, which shall occur at least quarterly. For non-hosted customers, Tyler's responsibility for lost or corrupted data is limited to assisting the Client in restoring its last available database.
4 Non-critical	Support incident that causes failure of non-essential functionality or a cosmetic or other issue that does not qualify as any other Priority Level.	Tyler shall provide an initial response to Priority Level 4 incidents within two (2) business days of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents, as well as cosmetic issues, with a future version release.

**Response and Resolution Targets may differ by product or business need*

Incident Escalation

If Tyler is unable to resolve any priority level 1 or 2 defect as listed above or the priority of an issue has elevated since initiation, you may escalate the incident to the appropriate resource, as outlined by each product support team. The corresponding resource will meet with you and any Tyler staff to establish a mutually agreeable plan for addressing the defect.

Remote Support Tool

Some support calls may require further analysis of the Client's database, processes or setup to diagnose a problem or to assist with a question. Tyler will, at its discretion, use an industry-standard remote support tool. Tyler's support team must have the ability to quickly connect to the Client's system and view the site's setup, diagnose problems, or assist with screen navigation. More information about the remote support tool Tyler uses is available upon request.

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Exhibit D
Web Services – Hosted Application Terms

Tyler Technologies, Inc. will provide you with the hosted applications indicated in the Investment Summary. The terms and conditions contained in this document only apply to our provision of those applications. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

1. Hosted Applications. We will provide you with any of the following hosted applications as indicated in the Investment Summary.

   1.1. *Web Services*: Our Web Services are designed to enable you to easily establish a presence on the Internet. Our Web Hosting and Design is composed of our Web Hosting and Design Publishing Component and other miscellaneous components. These components may be used independently or in conjunction with each other.

   1.2. *Utility Billing On-Line*: Our Utility Billing On-Line Component allows you to make available certain information from your utility billing system to citizens with Internet access. This information is posted to your web site, which is hosted on our web server. With the proper security clearance, citizens with Internet access have access to the data which can include: Consumption information, service level information, requests for service, accounting information and the opportunity to pay their Utility Bill over the Internet using a credit card.

   1.3. *Court On-Line*: Our Court On-Line Component provides the ability for municipal court fines to be paid by credit card via the Internet. This system interfaces seamlessly with our Incode Municipal Court System.

   1.4. *On-Line Records Search*: Our On-Line Records Search Component allows you to display citations and/or docket information. The website can be available for public view or locked down to secured access only. This system interfaces seamlessly with our INCODE Municipal Court System.

   1.5. *Building Projects On-Line*: Our Building Projects On-Line Component allows you to make available certain information from your building projects system to citizens with Internet access. This information is posted to your web site, which is hosted on our web server. With the proper security clearance, citizens with Internet access have access to the data which can include: Building project status, inspection results, inspection scheduling and the opportunity to pay their building projects over the Internet using a credit card.

   1.6. *Business License On-Line*: Our Business License On-Line Component allows you to make available certain information from your business license system to citizens with Internet access. This information is posted to your web site, which is hosted on our web server. With the proper security clearance, citizens with Internet access have access to the data which can include: business license status, business license renewal and the opportunity to pay their business license

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over the Internet using a credit card.

1.7. *Accounts Receivable On-Line*: Our Accounts Receivable On-Line Component allows you to make available certain information from your accounts receivable system to citizens with Internet access. This information is posted to your web site, which is hosted on our web server. With the proper security clearance, citizens with Internet access have access to the data which can include: current balance, contract status, and the opportunity to pay the accounts receivable over the Internet using a credit card.

1.8. *Call Center On-Line*: Our Call Center On-Line Component allows you to make available certain information from your call center system to citizens with Internet access. This information is posted to your web site, which is hosted on our web server. With the proper security clearance, citizens with Internet access have access to the data which can include: current and past incidents, create a new incident and view status of incident.

1.9. *Property Tax On-Line*: Our Property Tax On-Line Component allows you to make available certain information from your Property Tax System to citizens with Internet access. This information is posted to your web site, which is hosted on our web server. With the proper security clearance, citizens with Internet access have access to the data which can include: parcel number, receipt number, tax amount due, and the opportunity to pay the Property Tax over the Internet using a credit card.

1.10. *Sales Tax On-Line*: Our Sales Tax On-Line Component allows you to make available certain information from your Sales Tax System to citizens with Internet access. This information is posted to your web site, which is hosted on our web server. With the proper security clearance, citizens with Internet access have access to the data to pay outstanding Sales Tax balances over the Internet using a credit card.

1.11. *Code Enforcement Online*: Our Code Enforcement Online component allows you to make available certain information from your code enforcement system to citizens with Internet access. This information is posted to your website, which is hosted on our web server. With the proper security clearance, citizens with Internet access have access to data which can include: Incident Status, Incident Results.

2. Term. We will grant you access to the hosted applications provided you timely pay all associated fees. The term of your subscription will commence on the Effective Date and will continue for three (3) years. Thereafter, the term will be automatically extended in separate one (1) year periods. Either party may cancel this subscription to the hosted applications upon sixty (60) days written notice to the other.

3. Nature of Website. We shall maintain a website for you, allowing a user to access relevant data provided by you. This data may include information from your Tyler Software system. This website will be capable of accepting payments via Secured Socket Layer (SSL) encryption and credit card or debit card charge.

4. Data Procurement. You must set up a merchant account with Electronic Transaction System Corporation or authorized.net to be solely used for our Web Service transactions. The merchant account must be set up to fund to your bank account. You are responsible for all fees and expenses of the merchant account. You must install and run Tyler Web Services to allow us to transfer the necessary data from your system to our servers on a real time basis. Certain information, such as payment

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information, must be conveyed to you. We will be responsible for transferring such information to you on a regular basis. Tyler Web Services may require a dedicated IP address; assignment of this address is your responsibility. While we assume responsibility for data transfer, we are not responsible for accuracy of data transferred.

5. Limited License. Your license to use the hosted applications will automatically terminate upon cancellation of this subscription, or upon your failure to timely pay fees or otherwise comply with these terms and conditions.

6. Ownership of Data. All data you provide to us for the purposes of generating the website shall remain your property. Should you terminate your subscription, we shall return to you any such data in our possession.

7. Fees. You agree to pay the initial fee and annual subscription fees as stated in the Investment Summary and in accordance with our Invoicing and Payment Policy. We may increase the per-transaction fee for online payment no more than once per year with sixty (60) days prior written notice.

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Exhibit E
Socrata Software as a Service Terms and Conditions

SECTION A – DEFINITIONS

Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

- **"Agreement"** means the agreement under which Tyler has licensed and/or provided access to the Tyler Software Products to Client.
- **"Alert"** means a message that is delivered when Client-defined thresholds are exceeded**.**
- **"API"** means application-programming interface.
- **"Client**" means the City of Diboll, Texas
- **"Client Data"** means data, datasets, files, information, content and links uploaded or provided by Client through the use of the SaaS Services, but excluding Third Party Services.
- **"Confidential Information"** means nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (*e.g.*, Social Security numbers) and trade secrets, each as defined by applicable state law.
- **"Dataset"** means physical collection of information, typically modeled as a table of rows and columns of data.
- **"Data Storage"** means the contracted amount of storage capacity for your Data identified in the Investment Summary.
- **"External API Calls"** means any request made by a user that is not logged in against a SaaS Service. If applicable, the number of External API calls that are authorized are identified in the Investment Summary.
- **"Monthly Active Users"** means a user that is logged in and accesses the SaaS Services more than ten times per month. If applicable, the number of Monthly Active Users that are authorized to use the SaaS Services for the Agreement are identified in the Investment Summary.
- **"SaaS Fees"** means the fees for the SaaS Services identified in the Investment Summary. SaaS Fees may be listed or referred to as Recurring Fees in the Investment Summary.
- **"SaaS Services"** means Socrata's off the shelf, cloud-based software service and related services, including support services, as specified under this Socrata Agreement. SaaS Services do not include support of an operating system or hardware, support outside of our normal business hours, or training, consulting, or other professional services.
- **"SLA"** means the service level agreement described in Section C of this Socrata Agreement.
- **"Socrata Agreement"** means this Socrata Software as a Service Terms and Conditions.
- **"Socrata"** means Socrata, a wholly owned subsidiary of Tyler Technologies, Inc., a Delaware corporation.
- **"Third-Party Services"** means if any, third-party web-based services or platforms, including but not limited to third party stock photos and third-party map location services which are provided at no additional charge to you through this Socrata Agreement.
- **"we", "us", "our"** and similar terms mean Tyler.

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- **"you"** and similar terms mean Client.

SECTION B – SAAS SERVICES

1. Rights Granted. Tyler grants to Client the non-exclusive, non-assignable limited right to use the Socrata Open Finance Suite; Open Finance Expenditures, and Open Finance Payroll products on a subscription basis according to the terms of this Socrata Agreement and the SLA. Client may access updates and enhancements to the product, as described in Section C(1).

2. SaaS Fees. Client agrees to pay Tyler the SaaS Fees. Those amounts are payable in accordance with Tyler's Invoicing and Payment Policy. The SaaS Fees are based on the number of Monthly Active Users, API usage, Alerts, and the amount of Data Storage required. Client acknowledges that continued access to the SaaS Services is contingent upon your timely payment of SaaS Fees. If you fail to timely pay the SaaS Fees, we may discontinue your access to the SaaS Services. We may also terminate this Socrata Agreement if you don't cure such failure to pay within forty-five (45) days of receiving written notice of our intent to terminate.

3. Ownership.

   3.1 Tyler retains all ownership and intellectual property rights to the SaaS Services.

   3.2 When Client uploads or provides Client Data to the Socrata SaaS platform, Client grants to Tyler a perpetual non-exclusive, worldwide, royalty-free, sub-licensable, and transferable license to use, reproduce, publicly display, distribute, modify, create derivative works of, and translate the Client Data as needed in response to a Monthly Active User's use of the SaaS Services.

   3.3 The SaaS Services provide you with functionality to make all or part of Client Data available to the general public through one or more public facing websites. Client determines which Client Data is shared publicly, and Client is solely responsible for determining the online terms of use and licenses relative to the use by public users ("Public User") of Client Data, and the enforcement thereof. Once an internal user makes Client Data publicly available using the SaaS Services, Tyler has no control over a Public User's use, distribution, or misuse of Client Data. Tyler has no liability or obligation to indemnify for such usage. Users have the ability within the SaaS Services to remove the public permissions applied to Client Data.

   3.4 Tyler reserves the right to develop derivative data assets based on Client's publicly available data. These uses might include but aren't necessarily limited to: aggregating and summarizing data; normalizing, standardizing and concatenating data to create new regional or national data assets; and developing key performance indicators and benchmarks.

   3.5 While Tyler agrees to never commercially sell data Client makes publicly available, we reserve the right to commercially sell derivative data assets we create based on Client's public data.

   3.6 Tyler may develop derivative data assets and insights based on aggregated, anonymized views of Client's internally accessible private data for the purposes of the enhancement of the SaaS Services, aggregated statistical analysis, technical support and other internal business purposes.

   3.7 Client retains all ownership and intellectual property rights to the Client Data. Client expressly

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recognizes that except to the extent necessary to carry out our obligations contained in this Socrata Agreement, Tyler does not create or endorse any data used in connection with the SaaS Services. During the term of the Socrata Agreement, Client may export Client Data as allowed by the functionality within the SaaS Services.

3.8 If Client provides feedback, information, and/or or suggestions about the SaaS Services, or any other services provided hereunder, then Tyler (and those it allows to use its technology) may use such feedback, information, and/or suggestions under a royalty-free, paid-up, and irrevocable license without obligation to Client.

4. Restrictions.

4.1 You may not: (a) except as explicitly provided for herein, make the SaaS Services or Documentation resulting from the SaaS Services available in any manner to any third party for use in the third party's business operations; (b) modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the SaaS Services; (c) access or use the SaaS Services in order to build or support, and/or assist a third party in building or supporting, products or services competitive to us; (d) license, sell, rent, lease, transfer, assign, distribute, display, host, outsource, disclose, permit timesharing or service bureau use, or otherwise commercially exploit or make the SaaS Services or Documentation available to any third party other than as expressly permitted by this Socrata Agreement; (e) use the SaaS Services to store or transmit infringing, unsolicited marketing emails, libelous, or otherwise objectionable, unlawful or tortious material, or to store or transmit material in violation of third party rights; (f) interfere with or disrupt the integrity or performance of the SaaS Services (including without limitation, vulnerability scanning, penetration testing or other manual or automated simulations of adversarial actions, without Tyler's prior written consent); or (g) attempt to gain unauthorized access to the SaaS Services or its related systems or networks.

4.2 Client acknowledges and understands that the Socrata SaaS Services are not designed to serve as the system of record and shall not be used in a manner where the interruption of the SaaS Services could cause personal injury (including death) or property damage. The SaaS Services are not designed to process or store CJIS, PHI or other sensitive data, and by using the Socrata SaaS Services, you acknowledge and agree that you are using the Socrata SaaS Services at your own risk and that you are solely responsible for use of data with the SaaS Services in any manner that is contrary to the uses for which the Socrata SaaS Services are designed and offered for use in this Agreement.

4.3 Although we have no obligation to screen, edit or monitor the Client Data or Public User content posted on SaaS Services, if, in our reasonable judgment, we discover your use of the SaaS Services threatens the security, integrity, stability, or availability of the SaaS Services, or is otherwise in violation of this Socrata Agreement, we may temporarily suspend the SaaS Services, or Monthly Active Users' access thereto. Unless Client has conducted penetration testing or unscheduled performance testing, Tyler will use commercially reasonable efforts to provide Client with notice and an opportunity to remedy such violation or threat prior to such suspension. Any penetration testing or unscheduled performance testing conducted by Client will result in immediate suspension of the SaaS Services.

5. Reservation of Rights. The SaaS Services, other services, workflow processes, user interface, designs, and other technologies provided by Tyler pursuant to this Socrata Agreement are the proprietary

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property of Tyler and its licensors. All right, title and interest in and to such items, including all associated intellectual property rights, remain only with Tyler. Client may not remove or modify any proprietary marking or restrictive legends from items or services provided under this Socrata Agreement. Tyler reserves all rights unless otherwise expressly granted in this Socrata Agreement.

6. Access and Usage by Internal Client Users and Contractors. You may allow your internal users and third party contractors to access the SaaS Services and any technical or policy controls, in compliance with the terms of this Socrata Agreement, which access must be for your sole benefit. You are responsible for the compliance with this Socrata Agreement by your internal users and contractors.

7. Your Responsibilities. Client (a) must keep its passwords secure and confidential; (b) is solely responsible for all activity occurring under its account; (c) must use commercially reasonable efforts to prevent unauthorized access to its account and notify Tyler promptly of any such unauthorized access; (d) may use the SaaS Services only in accordance with the Documentation; and (e) shall comply with all federal, state and local laws, regulations and policies of Client, as to its use of the SaaS Services, Client Data, and instructions to Tyler regarding the same.

8. Client Data Backup. Client is providing Socrata a copy of Client Data. Any laws and regulations governing Client for retention of Client Data remains Client's responsibility. CLIENT IS SOLELY RESPONSIBLE FOR BACKING UP CLIENT DATA unless otherwise specially agreed in writing between Tyler and Client.

9. Return of Client Data. Upon request, Tyler will make the SaaS Services available to Client to export Client Data for a period of sixty (60) days following the termination of this Socrata Agreement. After such sixty (60) day period has expired, we have no obligation to maintain Client Data and may destroy the Client Data.

10. APIs. Tyler will provide access to the applicable application-programming interface ("API") as part of the SaaS Services under the terms of this Socrata Agreement. Subject to the other terms of this Socrata Agreement, Tyler grants Client a non-exclusive, nontransferable, terminable license to interact only with the SaaS Services as allowed by the current APIs.

    a. Client may not use the APIs in a manner--as reasonably determined by Tyler--that exceeds the purposes defined in the Investment Summary, constitutes excessive or abusive usage, or fails to comply with any part of the APIs. If any of these occur, Tyler can suspend or terminate Client's access to the APIs on a temporary or permanent basis.

    b. Tyler may change or remove existing endpoints or fields in API results upon at least 30 days' notice to Client, but Tyler will use commercially reasonable efforts to support the previous version of the APIs for at least 6 months from deprecation notice. Tyler may add new endpoints or fields in API results without prior notice to Client.

    c. The APIs may be used to connect the SaaS Services to certain hosted or on premise software applications not provided by Tyler ("Non-Tyler Applications"). Client is solely responsible for development, license, access to and support of Non-Tyler Applications, and Client's obligations under this Socrata Agreement are not contingent on access to or availability of any Non-Tyler Application.

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d. Any open source code provided is provided as a convenience to you. Such open source code is provided AS IS and is governed by the applicable open source license that applies to such code; provided, however, that any such open source licenses will not materially interfere or prohibit Client's limited right to use the SaaS Services for its internal business purposes.

11. Data Security Measures. In order to protect your Confidential Information, we will: (a) implement and maintain all reasonable security measures appropriate to the nature of the Confidential Information including without limitation, technical, physical, administrative and organizational controls, and will maintain the confidentiality, security and integrity of such Confidential Information; (b) implement and maintain industry standard systems and procedures for detecting, mitigating, and responding to attacks, intrusions, or other systems failures and regularly test or otherwise monitor the effectiveness of the safeguards' key controls, systems, and procedures; (c) designate an employee or employees to coordinate implementation and maintenance of its Security Measures (as defined below); and (d) identify reasonably foreseeable internal and external risks to the security, availability, confidentiality, and integrity of Confidential Information that could result in the unauthorized disclosure, misuse, alteration, destruction or other compromise of such information, and assess the sufficiency of any safeguards in place to control these risks (collectively, Security Measures). Client acknowledges and agrees that Tyler's obligations with respect to Security Measures is subject to Section B(4.2) above.

12. Notice of Data Breach. If Tyler knows that Confidential Information has been accessed, disclosed, or acquired without proper authorization and contrary to the terms of this Socrata Agreement, we will alert Client of any such data breach in accordance with applicable law, and take such actions as may be necessary to preserve forensic evidence and return the SaaS Services to standard operability. If so required, Tyler will provide notice in accordance with applicable federal or State data breach notification laws.

13. Confidentiality. Both parties recognize that their respective employees and agents, in the course of performance of this Socrata Agreement, may be exposed to Confidential Information and that disclosure of such information could violate rights to private individuals and entities, including the parties. Confidential Information is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (e.g., Social Security numbers) and trade secrets, each as defined by applicable state law ("Confidential Information"). Each party agrees that it will not disclose any Confidential Information of the other party and further agrees to take all reasonable and appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein will survive the termination or cancellation of this Socrata Agreement. This obligation of confidentiality will not apply to information that:

    (a) is in the public domain, either at the time of disclosure or afterwards, except by breach of this Socrata Agreement by a party or its employees or agents;
    (b) a party can establish by reasonable proof was in that party's possession at the time of initial disclosure;
    (c) a party receives from a third party who has a right to disclose it to the receiving party; or
    (d) is the subject of a legitimate disclosure request under the open records laws or similar applicable public disclosure laws governing this Socrata Agreement; provided, however, that in the event you receive an open records or other similar applicable request, you will give us

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prompt notice and otherwise perform the functions required by applicable law.

SECTION C – OTHER SERVICES

1. Service Level Agreement (SLA) & Warranty.

1.1 Service Warranty. Tyler warrants to Client that the functionality or features of the SaaS Services will substantially perform as communicated to Client in writing, or their functional equivalent, but Tyler has the right to update functionality. The support policies may change but will not materially degrade during the term. Tyler may deprecate features upon at least 30 days' notice to Client, but Tyler will use commercially reasonable efforts to support the previous features for at least 6 months following the deprecation notice. The deprecation notice will be posted at https://support.socrata.com.

1.2 Uptime Service Level Warranty. We will use commercially reasonable efforts to maintain the online availability of the SaaS Service for a minimum of availability in any given month as provided in the chart below (excluding maintenance scheduled downtime, outages beyond our reasonable control, and outages that result from any issues caused by you, your technology or your suppliers or contractors, Service is not in the production environment, you are in breach of this Socrata Agreement, or you have not pre-paid for SaaS Fees for the Software as a Service in the month in which the failure occurred).

Availability SLA	Credit
99.9%	3% of monthly fee for each full hour of an outage that adversely impacted Client's access or use of the SaaS Services (beyond the warranty).

Maximum amount of the credit is 100% of the prorated SaaS Service Fees for such month, or $1,800.00, whichever is less, and the minimum credit cannot be less than $100.00.

1.3 Limited Remedy. Your exclusive remedy and our sole obligation for our failure to meet the warranty under Section C(8.2) is the provision by us of the credit for the applicable month, as provided in the chart above (if this Socrata Agreement is not renewed then a refund in the amount of the credit owed); provided that you notify us of such breach of the warranty within thirty (30) days of the end of that month.

SECTION D – THIRD-PARTY SERVICES

1. Third -Party Services**.** Client may be provided with access and usage of Third-Party Services through use of the SaaS Services. Client must agree to such Third-Party Service contracts if Client chooses to use those Third-Party Services. Third-Party Services will be solely governed by such Third-Party Service contracts.

2. Disclaimer. You acknowledge that we are not the provider of any Third-Party Services. We do not

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warrant or guarantee the performance of the Third-Party Services.

SECTION E - INVOICING AND PAYMENT; INVOICE DISPUTES

1. Invoicing and Payment. We will invoice you the SaaS Fees and fees for other professional services in the Investment Summary, subject to Section E(2).

2. Invoice Disputes. If you believe any delivered item does not conform to the warranties in this Socrata Agreement, you will provide us with written notice within thirty (30) days of your receipt of the applicable invoice. The written notice must contain reasonable detail of the issues you contend are in dispute so that we can confirm the issue and respond to your notice with either a justification of the invoice, an adjustment to the invoice, or a proposal addressing the issues presented in your notice. We will work with you as may be necessary to develop an action plan that outlines reasonable steps to be taken by each of us to resolve any issues presented in your notice. You may withhold payment of the amount(s) actually in dispute, and only those amounts, until we complete the action items outlined in the plan. If we are unable to complete the action items outlined in the action plan because of your failure to complete the items agreed to be done by you, then you will remit full payment of the invoice. We reserve the right to suspend delivery of all SaaS Services, including maintenance and support services, if you fail to pay an invoice not disputed as described above within fifteen (15) days of notice of our intent to do so.

SECTION F – TERM

1. Term. The initial term of this Socrata Agreement is for three (3) years from the first day of the first month following the Effective Date, unless earlier terminated as set forth below. Upon expiration of the initial term, this Socrata Agreement will renew automatically for additional one (1) year renewal terms unless terminated in writing by either party at least sixty (60) days prior to the end of the then-current renewal term. Your right to access or use the SaaS Services will terminate at the end of this Socrata Agreement.

SECTION G –LIMITATION OF LIABILITY

1. **DISCLAIMER. EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS SOCRATA AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES, DUTIES, OR CONDITIONS OF MERCHANTABILITY, TITLE OR FITNESS FOR A PARTICULAR PURPOSE. WHILE TYLER TAKES REASONABLE PHYSICAL, TECHNICAL AND ADMINISTRATIVE MEASURES TO SECURE THE SAAS SERVICES, TYLER DOES NOT GUARANTEE THAT THE SAAS SERVICES CANNOT BE COMPROMISED. YOU UNDERSTAND THAT THE SAAS SERVICES MAY NOT BE ERROR FREE, AND USE MAY BE INTERRUPTED.**

2. **LIMITATION OF LIABILITY. OUR LIABILITY FOR DAMAGES ARISING OUT OF THIS SOCRATA AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO YOUR ACTUAL DIRECT DAMAGES, NOT TO EXCEED THE THEN-CURRENT ANNUAL SOCRATA SAAS FEES PAYABLE BY YOU. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE PRICES SET FORTH IN THIS SOCRATA AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY AND TO THE MAXIMUM EXTENT ALLOWED**

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UNDER APPLICABLE LAW, THE EXCLUSION OF CERTAIN DAMAGES, AND EACH SHALL APPLY REGARDLESS OF THE FAILURE OF AN ESSENTIAL PURPOSE OF ANY REMEDY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO THE INDEMNIFICATION OBLIGATIONS UNDER THE AGREEMENT.

3. **EXCLUSION OF CERTAIN DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**

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Exhibit F
Statement of Work

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City of Diboll, TX

SOW from Tyler Technologies, Inc.

8/19/2021

Presented to:
Samantha Durham
400 Kenley Street
Diboll, TX 75941

Contact:
John Hardin
Email: John.Hardin@TylerTech.com
5519 53rd Street, Lubbock, TX 79414

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Part 1: Executive Summary

1. Project Overview

1.1 Introduction

Tyler Technologies ("Tyler") is the largest and most established provider of integrated software and technology services focused solely on the public sector. Tyler's end-to-end solutions empower public sector entities including local, state, provincial and federal government, to operate more efficiently and connect more transparently with their constituents and with each other. By connecting data and processes across disparate systems, Tyler's solutions transform how clients gain actionable insights that solve problems in their communities.

1.2 Project Goals

This Statement of Work ("SOW") documents the methodology, implementation stages, activities, and roles and responsibilities, and project scope listed in the Investment Summary of the Agreement between Tyler and Client (collectively the "Project").

The overall goals of the project are to:

- Successfully implement the contracted scope on time and on budget
- Increase operational efficiencies and empower users to be more productive
- Improve accessibility and responsiveness to external and internal customer needs
- Overcome current challenges and meet future goals
- Providing a single, comprehensive, and integrated solution to manage business functions
- Streamline business processes through automation, integration, and workflows
- Provide a user-friendly user interface to promote system use and productivity
- Eliminate redundant data entry

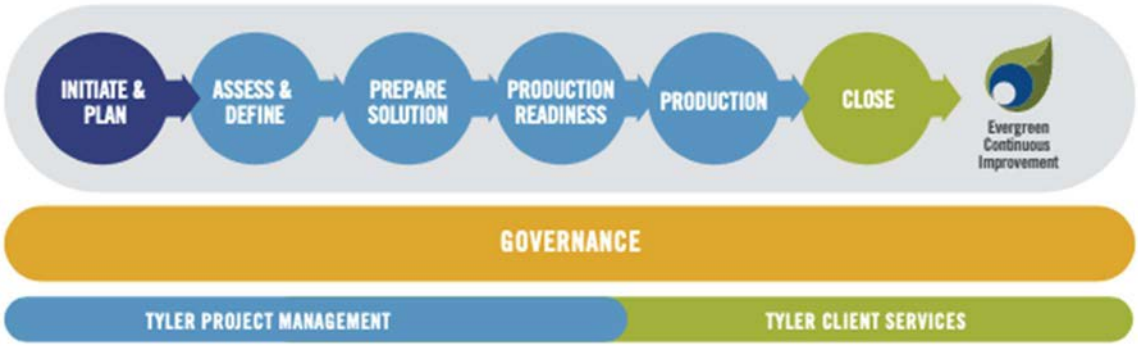
1.3 Methodology

This is accomplished by City and Tyler working as a partnership and Tyler utilizing its depth of implementation experience. While each Project is unique, all will follow Tyler's six-stage methodology. Each of the six stages is comprised of multiple work packages, and each work package includes a narrative description, objectives, tasks, inputs, outputs/deliverables, assumptions, and a responsibility matrix.

Tailored specifically for Tyler's public sector clients, the project methodology contains Stage Acceptance Control Points throughout each Phase to ensure adherence to scope, budget, timeline controls, effective communications, and quality standards. Clearly defined, the project methodology repeats consistently across Phases, and is scaled to meet the Client's complexity and organizational needs.

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Tyler's Six Stage Project Methodology



The methodology adapts to both single-phase and multiple-phase projects.

To achieve Project success, it is imperative that both City and Tyler commit to including the necessary leadership and governance. During each stage of the Project, it is expected that City and Tyler Project teams work collaboratively to complete tasks. An underlying principle of Tyler's Implementation process is to employ an iterative model where City's business processes are assessed, configured, validated, and refined cyclically in line with the project budget. This approach is used in multiple stages and work packages as illustrated in the graphic below.

Iterative Project Model



The delivery approach is systematic, which reduces variability and mitigates risks to ensure Project success. As illustrated, some stages, along with work packages and tasks, are intended to be overlapping by nature to efficiently and effectively complete the Project.

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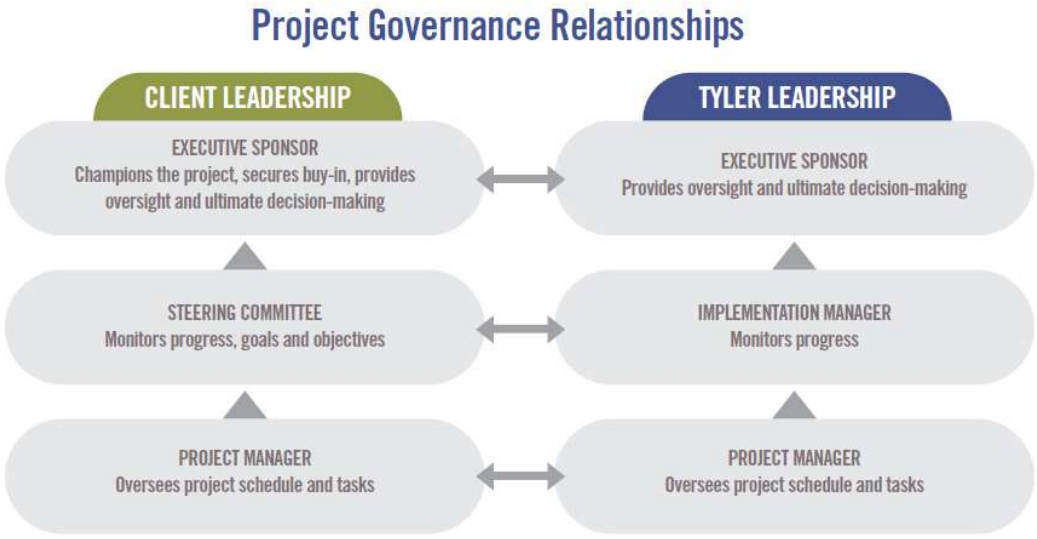
Part 2: Project Foundation

2. Project Governance

Project governance is the management framework within which Project decisions are made. The role of Project governance is to provide a decision-making approach that is logical, robust, and repeatable. This allows organizations to have a structured approach for conducting its daily business in addition to project related activities.

This section outlines the resources required to adequately meet the business needs, objectives, and priorities for the Project, communicate the goals to other Project participants, and provide support and guidance to accomplish these goals. Project governance defines the structure for escalation of issues and risks, Change Control review and authority, and Organizational Change Management activities. Throughout the Statement of Work Tyler has provided RACI Matrices for activities to be completed throughout the implementation which will further outline responsibilities of different roles in each stage. Further refinement of the governance structure, related processes, and specific roles and responsibilities occurs during the Initiate & Plan Stage.

The chart below illustrates an overall team perspective where Tyler and City collaborate to resolve Project challenges according to defined escalation paths. In the event that project managers do not possess authority to determine a solution, resolve an issue, or mitigate a risk, Tyler implementation management and City Steering Committee become the escalation points to triage responses prior to escalation to City and Tyler executive sponsors. As part of the escalation process, each Project governance tier presents recommendations and supporting information to facilitate knowledge transfer and issue resolution. City and Tyler executive sponsors serve as the final escalation point.



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3. Project Scope Control

3.1 Managing Scope and Project Change

Project Management governance principles contend that there are three connected constraints on a Project: budget, timeline, and scope. These constraints, known as the 'triple constraints' or Project management triangle, define budget in terms of financial cost, labor costs, and other resource costs. Scope is defined as the work performed to deliver a product, service or result with the specified features and functions, while time is simply defined as the schedule. The Triple Constraint theory states that if you change one side of the triangle, the other two sides must be correspondingly adjusted. For example, if the scope of the Project is increased, cost and time to complete will also need to increase. The Project and executive teams will need to remain cognizant of these constraints when making impactful decisions to the Project. A simple illustration of this triangle is included here, showing the connection of each item and their relational impact to the overall Scope.



A pillar of any successful project is the ability to properly manage scope while allowing the appropriate level of flexibility to incorporate approved changes. Scope and changes within the project will be managed using the change control process outlined in the following section.

3.2 Change Control

It may become necessary to change the scope of this Project due to unforeseeable circumstances (e.g., new constraints or opportunities are discovered). This Project is being undertaken with the understanding that Project scope, schedule, and/or cost may need to change in order to produce optimal results for stakeholders. Changes to contractual requirements will follow the change control process specified in the final contract, and as described below.

3.3 Change Request Management

Should the need for a change to Project scope, schedule, and/or cost be identified during the Project, the change will be brought to the attention of the Steering Committee and an assessment of the change will occur. While such changes may result in additional costs and possible delays relative to the schedule, some changes may result in less cost to City; for example, City may decide it no longer needs a deliverable originally defined in the Project. The Change Request will include the following information:

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- The nature of the change.
- A good faith estimate of the additional cost or associated savings to City, if any.
- The timetable for implementing the change.
- The effect on and/or risk to the schedule, resource needs or resource responsibilities.

City will use its good faith efforts to either approve or disapprove any Change Request within ten (10) Business Days (or other period as mutually agreeable between Tyler and City). Any changes to the Project scope, budget, or timeline must be documented and approved in writing using a Change Request form. These changes constitute a formal amendment to the Statement of Work and will supersede any conflicting term in the Statement of Work.



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4. Acceptance Process

The implementation of a Project involves many decisions to be made throughout its lifecycle. Decisions will vary from higher level strategy decisions to smaller, detailed Project level decisions. It is critical to the success of the Project that each City office or department designates specific individuals for making decisions on behalf of their offices or departments.

Both Tyler and the City will identify representative project managers. These individuals will represent the interests of all stakeholders and serve as the primary contacts between the two organizations.

The coordination of gaining client feedback and approval on Project deliverables will be critical to the success of the Project. The City project manager will strive to gain deliverable and decision approvals from all authorized City representatives. Given that the designated decision-maker for each department may not always be available, there must be a designated proxy for each decision point in the Project. Assignment of each proxy will be the responsibility of the leadership from each City department. The proxies will be named individuals that have the authorization to make decisions on behalf of their department.

The following process will be used for accepting Deliverables and Control Points:

- The City shall have five (5) business days from the date of delivery, or as otherwise mutually agreed upon by the parties in writing, to accept each Deliverable or Control Point. If the City does not provide acceptance or acknowledgement within five (5) business days, or the otherwise agreed upon timeframe, not to be unreasonably withheld, Tyler deems the Deliverable or Control Point as accepted.
- If the City does not agree the particular Deliverable or Control Point meets requirements, the City shall notify Tyler project manager(s), in writing, with reasoning within five (5) business days, or the otherwise agreed-upon timeframe, not to be unreasonably withheld, of receipt of the Deliverable.
- Tyler shall address any deficiencies and redeliver the Deliverable or Control Point. The City shall then have two (2) business days from receipt of the redelivered Deliverable or Control Point to accept or again submit written notification of reasons for rejecting the milestone. If the City does not provide acceptance within two (2) business days, or the otherwise agreed upon timeframe, not to be unreasonably withheld, Tyler deems the Deliverable or Control Point as accepted.

5. Roles and Responsibilities

The following defines the roles and responsibilities of each Project resource for City and Tyler. Roles and responsibilities may not follow the organizational chart or position descriptions at City, but are roles defined within the Project. It is common for individual resources on both the Tyler and client project teams to fill multiple roles. Similarly, it is common for some roles to be filled by multiple people.

5.1 Tyler Roles & Responsibilities

Tyler assigns a project manager prior to the start of each Phase of the Project (some Projects may only be one Phase in duration). Additional Tyler resources are assigned as the schedule develops and as needs arise.

5.1.1 Tyler Executive Sponsor

Tyler executive management has indirect involvement with the Project and is part of the Tyler escalation process. This team member offers additional support to the Project team and collaborates with other Tyler

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department managers as needed in order to escalate and facilitate implementation Project tasks and decisions.

- Provides clear direction for Tyler staff on executing on the Project Deliverables to align with satisfying City ’s overall organizational strategy.
- Authorizes required Project resources.
- Resolves all decisions and/or issues not resolved at the implementation management level as part of the escalation process.
- Acts as the counterpart to City ’s executive sponsor.

5.1.2 Tyler Implementation Manager

- Tyler implementation management has indirect involvement with the Project and is part of the Tyler escalation process. The Tyler project managers consult implementation management on issues and outstanding decisions critical to the Project. Implementation management works toward a solution with the Tyler Project Manager or with City management as appropriate. Tyler executive management is the escalation point for any issues not resolved at this level.
- Assigns Tyler Project personnel.
- Provides support for the Project team.
- Provides management support for the Project to ensure it is staffed appropriately and staff have necessary resources.
- Monitors Project progress including progress towards agreed upon goals and objectives.

5.1.3 Tyler Project Manager

- The Tyler project manager(s) provides oversight of the Project, coordination of Tyler resources between departments, management of the Project budget and schedule, effective risk and issue management, and is the primary point of contact for all Project related items. As requested by the client, the Tyler Project Manager provides regular updates to the client Steering Committee and other Tyler governance members. Tyler Project Manager’s role includes responsibilities in the following areas:

5.1.3.1 Contract Management

- Validates contract compliance throughout the Project.
- Ensures Deliverables meet contract requirements.
- Acts as primary point of contact for all contract and invoicing questions.
- Prepares and presents contract milestone sign-offs for acceptance by City project manager(s).
- Coordinates Change Requests, if needed, to ensure proper Scope and budgetary compliance.

5.1.3.2 Planning

- Delivers project planning documents.
- Defines Project tasks and resource requirements.
- Develops initial Project schedule and Project Management Plan.
- Collaborates with City project manager(s) to plan and schedule Project timelines to achieve on-time implementation.

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5.1.3.3 Implementation Management

- Tightly manages Scope and budget of Project to ensure Scope changes and budget planned versus actual are transparent and handled effectively and efficiently.
- Establishes and manages a schedule and Tyler resources that properly support the Project Schedule and are also in balance with Scope/budget.
- Establishes risk/issue tracking/reporting process between City and Tyler and takes all necessary steps to proactively mitigate these items or communicate with transparency to City any items that may impact the outcomes of the Project.
- Collaborates with City 's project manager(s) to establish key business drivers and success indicators that will help to govern Project activities and key decisions to ensure a quality outcome of the project.
- Collaborates with City 's project manager(s) to set a routine communication plan that will aide all Project team members, of both City and Tyler, in understanding the goals, objectives, current status, and health of the Project.

5.1.3.4 Resource Management

- Acts as liaison between Project team and Tyler manager(s).
- Identifies and coordinates all Tyler resources across all applications, Phases, and activities including development, forms, installation, reports, implementation, and billing.
- Provides direction and support to Project team.
- Manages the appropriate assignment and timely completion of tasks as defined in the Project Schedule, task list, and Go-Live Checklist.
- Assesses team performance and adjusts as necessary.
- Consulted on in Scope 3rd party providers to align activities with ongoing Project tasks.

5.1.4 Tyler Implementation Consultant

- Completes tasks as assigned by the Tyler project manager(s).
- Documents activities for services performed by Tyler.
- Guides City through software validation process following configuration.
- Assists during Go-Live process and provides support until City transitions to Client Services.
- Facilitates training sessions and discussions with City and Tyler staff to ensure adequate discussion of the appropriate agenda topics during the allotted time.
- May provide conversion review and error resolution assistance.

5.1.5 Tyler Sales

- Supports Sales to Implementation knowledge transfer during Initiate & Plan.
- Provides historical information, as needed, throughout implementation.
- Participates in pricing activities if additional licensing and/or services are needed.

5.1.6 Tyler Technical Services

- Maintains Tyler infrastructure requirements and design document(s).
- Involved in system infrastructure planning/review(s).
- Provides first installation of licensed software with initial database on servers.
- Supports and assists the project team with technical/environmental issues/needs.
- Deploys Tyler products.

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5.2 City Roles & Responsibilities

City resources will be assigned prior to the start of each Phase of the Project. One person may be assigned to multiple Project roles.

5.2.1 City Executive Sponsor

The City executive sponsor provides support to the Project by providing strategic direction and communicating key issues about the Project and its overall importance to the organization. When called upon, the executive sponsor also acts as the final authority on all escalated Project issues. The executive sponsor engages in the Project, as needed, in order to provide necessary support, oversight, guidance, and escalation, but does not participate in day-to-day Project activities. The executive sponsor empowers the City steering committee, project manager(s), and functional leads to make critical business decisions for City.

- Champions the project at the executive level to secure buy-in.
- Authorizes required project resources.
- Actively participates in organizational change communications.

5.2.2 City Steering Committee

The City steering committee understands and supports the cultural change necessary for the Project and fosters an appreciation for the Project's value throughout the organization. The steering committee oversees the City project manager and Project as a whole through participation in regular internal meetings. The City steering committee remains updated on all Project progress, Project decisions, and achievement of Project milestones. The City steering committee also serves as primary level of issue resolution for the Project.

- Works to resolve all decisions and/or issues not resolved at the project manager level as part of the escalation process.
- Attends all scheduled steering committee meetings.
- Provides support for the project team.
- Assists with communicating key project messages throughout the organization.
- Prioritizes the project within the organization.
- Ensures the project staffed appropriately and that staff have necessary resources.
- Monitors project progress including progress towards agreed upon goals and objectives.
- Has the authority to approve or deny changes impacting the following areas:
    - Cost
    - Scope
    - Schedule
    - Project Goals
    - City Policies
    - Needs of other client projects

5.2.3 City Project Manager

City shall assign project manager(s) prior to the start of this project with overall responsibility and authority to make decisions related to Project Scope, scheduling, and task assignment. City Project Manager should communicate decisions and commitments to the Tyler project manager(s) in a timely and efficient manner. When City project manager(s) do not have the knowledge or authority to make decisions, he or she engages the necessary resources to participate in discussions and make decisions in a timely fashion to avoid Project

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delays. The client project manager(s) are responsible for reporting to client steering committee and determining appropriate escalation points.

5.2.3.1 Contract Management

- Validates contract compliance throughout the project.
- Ensures that invoicing and Deliverables meet contract requirements.
- Acts as primary point of contact for all contract and invoicing questions. Collaborates on and approves Change Requests, if needed, to ensure proper scope and budgetary compliance.

5.2.3.2 Planning

- Reviews and accepts project planning documents.
- Defines project tasks and resource requirements for City project team.
- Collaborates in the development and approval of the project schedule.
- Collaborates with Tyler project manager(s) to plan and schedule project timelines to achieve on-time implementation.

5.2.3.3 Implementation Management

- Tightly manages project budget and scope.
- Collaborates with Tyler project manager(s) to establish a process and approval matrix to ensure that scope changes and budget (planned versus actual) are transparent and handled effectively and efficiently.
- Collaborates with Tyler project manager to establish and manage a schedule and resource plan that properly supports the project schedule as a whole and is also in balance with scope and budget.
- Collaborates with Tyler project manager(s) to establish risk and issue tracking and reporting process between City and Tyler and takes all necessary steps to proactively mitigate these items or communicate with transparency to Tyler any items that may impact the outcomes of the project.
- Collaborates with Tyler project manager(s) to establish key business drivers and success indicators that will help to govern project activities and key decisions to ensure a quality outcome of the project.
- Routinely communicates with both City staff and Tyler, aiding in the understanding of goals, objectives, current status, and health of the project by all team members.
- Manages the requirements gathering process and ensure timely and quality business requirements are being provided to Tyler.

5.2.3.4 Resource Management

- Acts as liaison between project team and stakeholders.
- Identifies and coordinates all City resources across all modules, phases, and activities including data conversions, forms design, hardware and software installation, reports building, and satisfying invoices.
- Provides direction and support to project team.
- Builds partnerships among the various stakeholders, negotiating authority to move the project forward.
- Manages the appropriate assignment and timely completion of tasks as defined.
- Assesses team performance and takes corrective action, if needed.
- Provides guidance to City technical teams to ensure appropriate response and collaboration with Tyler Technical Support Teams in order to ensure timely response and appropriate resolution.
- Owns the relationship with in-Scope 3rd party providers and aligns activities with ongoing project tasks.

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- Ensures that users have appropriate access to Tyler project toolsets as required.
- Conducts training on proper use of toolsets.
- Validates completion of required assignments using toolsets.

5.2.4 City Functional Leads

- Makes business process change decisions under time sensitive conditions.
- Communicates existing business processes and procedures to Tyler consultants.
- Assists in identifying business process changes that may require escalation.
- Contributes business process expertise for Current & Future State Analysis.
- Identifies and includes additional subject matter experts to participate in Current & Future State Analysis.
- Validates that necessary skills have been retained by end users.
- Provides End Users with dedicated time to complete required homework tasks.
- Acts as an ambassador/champion of change for the new process and provide business process change support.
- Identifies and communicates any additional training needs or scheduling conflicts to City project manager.
- Actively participates in all aspects of the implementation, including, but not limited to, the following key activities:
    - Task completion
    - Stakeholder Meeting
    - Project Management Plan development
    - Schedule development
    - Maintenance and monitoring of risk register
    - Escalation of issues
    - Communication with Tyler project team
    - Coordination of City resources
    - Attendance at scheduled sessions
    - Change management activities
    - Modification specification, demonstrations, testing and approval assistance
    - Data analysis assistance
    - Decentralized end user training
    - Process testing
    - Solution Validation

5.2.5 City Power Users

- Participate in project activities as required by the project team and project manager(s).
- Provide subject matter expertise on City business processes and requirements.
- Act as subject matter experts and attend Current & Future State Analysis sessions as needed.
- Attend all scheduled training sessions.
- Participate in all required post-training processes as needed throughout project.
- Test all application configuration to ensure it satisfies business process requirements.
- Become application experts.
- Participate in Solution Validation.
- Adopt and support changed procedures.
- Complete all deliverables by the due dates defined in the project schedule.
- Demonstrate competency with Tyler products processing prior to Go-live.
- Provide knowledge transfer to City staff during and after implementation.

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- Participate in conversion review and validation.

5.2.6 City End Users

- Attend all scheduled training sessions.
- Become proficient in application functions related to job duties.
- Adopt and utilize changed procedures.
- Complete all deliverables by the due dates defined in the project schedule.
- Utilize software to perform job functions at and beyond Go-live.

5.2.7 City Technical Lead

- Coordinates updates and releases with Tyler as needed.
- Coordinates the copying of source databases to training/testing databases as needed for training days.
- Coordinates and adds new users, printers and other peripherals as needed.
- Validates that all users understand log-on process and have necessary permission for all training sessions.
- Coordinates interface development for City third party interfaces.
- Develops or assists in creating reports as needed.
- Ensures on-site system meets specifications provided by Tyler.
- Assists with software installation as needed.
- Extracts and transmits conversion data and control reports from City's legacy system per the conversion schedule set forth in the project schedule.

5.2.7.1 City Upgrade Coordination

- Becomes familiar with the software upgrade process and required steps.
- Becomes familiar with Tyler's releases and updates.
- Utilizes Tyler resources to stay abreast of the latest Tyler releases and updates, as well as the latest helpful tools to manage City's software upgrade process.
- Assists with the software upgrade process during implementation.
- Manages software upgrade activities post-implementation.
- Manages software upgrade plan activities.
- Coordinates software upgrade plan activities with City and Tyler resources.
- Communicates changes affecting users and department stakeholders.
- Obtains department stakeholder acceptance to upgrade production environment.

5.2.8 City Change Management Lead

- Validates that users receive timely and thorough communication regarding process changes.
- Provides coaching to supervisors to prepare them to support users through the project changes.
- Identifies the impact areas resulting from project activities and develops a plan to address them proactively.
- Identifies areas of resistance and develops a plan to reinforce the change.
- Monitors post-production performance and new process adherence.

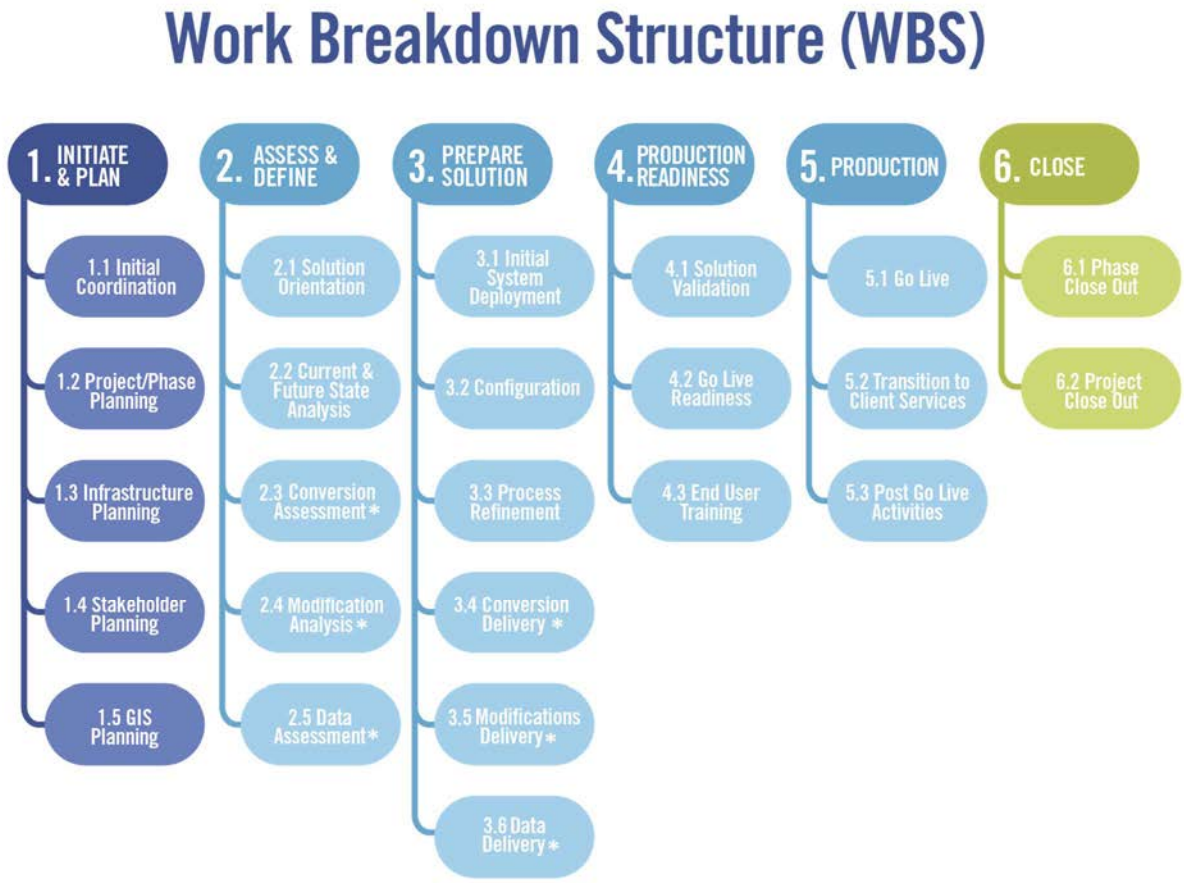
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Part 3: Project Plan

6. Project Stages

Work Breakdown Structure

The Work Breakdown Structure (WBS) is a hierarchical representation of a Project or Phase broken down into smaller, more manageable components. The top-level components are called "Stages" and the second level components are called "Work Packages". The work packages, shown below each stage, contain the high-level work to be done. The detailed Project Schedule, developed during Project/Phase Planning and finalized during subsequent stages, lists the tasks to be completed within each work package. Each stage ends with a "Control Point", confirming the work performed during that stage of the Project has been accepted by City.



Items noted with an asterisk in the graphic above relate to specific products and services. If those products and services are not included in the scope of the contract, these specific work packages will be noted as "Intentionally Left Blank" in Section 6 of the Statement of Work.

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6.1 Initiate and Plan

The Initiate and Plan stage involves Project initiation, infrastructure, and planning. This stage creates a foundation for the Project by identifying and establishing sequence and timing for each Phase as well as verifying scope for the Project. This stage will be conducted at the onset of the Project, with a few unique items being repeated for the additional Phases as needed.

6.1.1 Initial Coordination

Prior to Project commencement, Tyler management assigns project manager(s). Additional Project resources will be assigned later in the Project as a Project schedule is developed. Tyler provides City with initial Project documents used to gather names of key personnel, their functional role as it pertains to the Project, as well as any blackout dates to consider for future planning. City gathers the information requested by the provided deadline ensuring preliminary planning and scheduling can be conducted moving the Project forward in a timely fashion. Internally, the Tyler Project Manager(s) coordinate with sales to ensure transfer of vital information from the sales process prior to scheduling a Project Planning Meeting with City's team. During this step, Tyler will work with City to establish the date(s) for the Project and Phase Planning session.

Objectives:

- Formally launch the project.
- Establish project governance.
- Define and communicate governance for Tyler.
- Identify client project team.

STAGE 1	Initial Coordination																
	Tyler								Client								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Tyler project team is assigned	A	R	C	I	I	I	I		I		I						
Client project team is assigned									A	I	R	I	I	I			
Provide initial project documents to City		A	R	C			C		I		I						
Gather preliminary information requested			I						A		R	C		C		C	C
Sales to implementation knowledge transfer		A	R	I	I	I	I				I						
Create Project Portal to store project artifacts and facilitate communication		A	R								I						

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Inputs	Contract documents
	Statement of Work

Outputs/Deliverables	Completed initial project documents
	Project portal

Work package assumptions:

- Project activities begin after the agreement has been fully executed.

6.1.2 Project/Phase Planning

Project and Phase planning provides an opportunity to review the contract, software, data conversions and services purchased, identify applications to implement in each Phase (if applicable), and discuss implementation timeframes.

During this work package Tyler will work with City to coordinate and plan a formal Project planning meeting(s). This meeting signifies the start of the Project and should be attended by all City Project team members and the Tyler Project Manager. The meeting provides an opportunity for Tyler to introduce its implementation methodology, terminology, and Project management best practices to City's Project Team. This will also present an opportunity for project managers and Project sponsors to begin to discuss Project communication, metrics, status reporting and tools to be used to measure Project progress and manage change.

Tyler will work with the City Project Team to prepare and deliver the Project Management Plan as an output of the planning meeting. This plan will continue to evolve and grow as the Project progresses and will describe how the project will be executed, monitored, and controlled.

During project planning, Tyler will introduce the tools that will be used throughout the implementation. Tyler will familiarize the client with these tools during project planning and make them available for review and maintenance as applicable throughout the project. Some examples are Solution validation plan, issue log, and go-live checklist.

STAGE 1	Project/Phase Planning																
	Tyler								Client								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Schedule and conduct planning session(s)		A	R						I		C	C	I				

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Develop Project Management Plan		A	R						I		C	C	I				
Develop initial project schedule		A	R	I	I	I	I		I	I	C	C	I	I	C		I

Inputs	Contract documents
	Statement of Work
	Guide to Starting Your Project

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Project Management Plan	Delivery of document
	Project Operational Plan	Delivery of document
	Initial Project Schedule	City provides acceptance of schedule based on resource availability, project budget, and goals.

Work package assumptions:

- City has reviewed and completed the Guide to Starting Your Project document.

6.1.3 Infrastructure Planning

Procuring required hardware and setting it up properly is a critical part of a successful implementation. This task is especially important for Tyler-hosted/SaaS deployment models. Tyler will be responsible for building the environments for a hosted/SaaS deployment, unless otherwise identified in the Agreement. Tyler will install Licensed Software on application server(s) or train City to install License Software. The City is responsible for the installation and setup of all peripheral devices.

Objectives:

- Ensure City's infrastructure meets Tyler's application requirements.
- Ensure City's infrastructure is scheduled to be in place and available for use on time.

STAGE 1	Infrastructure Planning																
	Tyler								Client								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts	Department Heads	End Users	Technical Leads
Provide Infrastructure Requirements and Design Document		A	R		C		C				I						I
Initial Infrastructure Meeting		A	R		C		C				C						C

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*Schedule SaaS Environment Availability		A	R				C				I					
*Schedule Hardware to be Available for Installation			I				I		A		R					C
Schedule Installation of All Licensed Software		A	R				C				I					I
Infrastructure Audit		A	R				C				I					C

Inputs	1. Initial Infrastructure Requirements and Design Document

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	1. Completed Infrastructure Requirements and Design Document	Delivery of Document
	2. Infrastructure Audit	System Passes Audit Criteria

6.1.4 Stakeholder Meeting

Communication of the Project planning outcomes to the City Project team, executives and other key stakeholders is vital to Project success. The Stakeholder meeting is a strategic activity to inform, engage, gain commitment, and instill confidence in the City team. During the meeting, the goals and objectives of the Project will be reviewed along with detail on Project scope, implementation methodology, roles and responsibilities, Project timeline and schedule, and keys to Project success.

Objectives:

- Formally present and communicate the project activities and timeline.
- Communicate project expectations.

STAGE 1	Stakeholder Meeting																
	Tyler								Client								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Create Stakeholder Meeting Presentation	I	A	R	I	I				I	I	C		I				
Review Stakeholder Meeting Presentation		I	C						A		R		C				
Perform Stakeholder Meeting Presentation	I	A	R	I	I				I	I	C	I	I	I	I	I	I

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Inputs	Agreement
	SOW
	Project Management Plan

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Stakeholder Meeting Presentation	

Work package assumptions:

- None

6.1.5 Intentionally left blank.

6.1.6 Control Point 1: Initiate & Plan Stage Acceptance

Acceptance criteria for this stage includes completion of all criteria listed below.

Note: Advancement to the Assess & Define stage is not dependent upon Tyler's receipt of this stage acceptance.

Initiate & Plan Stage Deliverables:

- Project Management Plan
- Initial Project Schedule

Initiate & Plan stage acceptance criteria:

- All stage deliverables accepted based on acceptance criteria previously defined
- Project governance defined
- Project portal made available to City
- Stakeholder meeting complete

6.2 Assess & Define

The Assess & Define stage will provide an opportunity to gather information related to current City business processes. This information will be used to identify and define business processes utilized with Tyler software. City collaborates with Tyler providing complete and accurate information to Tyler staff and assisting in analysis, understanding current workflows and business processes.

6.2.1 Solution Orientation

The Solution Orientation provides the Project stakeholders a high-level understanding of the solution functionality prior to beginning the current and future state analysis. The primary goal is to establish a foundation for upcoming conversations regarding the design and configuration of the solution.

Tyler utilizes a variety of tools for the Solution Orientation, focusing on City team knowledge transfer such as: eLearning, documentation, or walkthroughs. The City team will gain a better understanding of the major processes and focus on data flow, the connection between configuration options and outcome, integration, and terminology that may be unique to Tyler's solution.

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Objectives:

- Provide a basic understanding of system functionality.
- Prepare City for current and future state analysis.

STAGE 2	Solution Orientation																
	Tyler								Client								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Provide pre-requisites			A	R							I	I		I	I		I
Complete pre-requisites											A	R		C			C
Conduct orientation			A	R							I	I		I	I		I

Inputs	Solution orientation materials
	Training Plan

6.2.2 Current & Future State Analysis

The Current & Future State Analysis provides the Project stakeholders and Tyler an understanding of process changes that will be achieved with the new system.

City and Tyler will evaluate current state processes, options within the new software, pros and cons of each based on current or desired state and make decisions about the future state configuration and processing. This may occur before or within the same timeframe as the configuration work package. The options within the new software will be limited to the scope of this implementation and will make use of standard Tyler functionality.

The City will adopt the existing Tyler solution wherever possible to avoid project schedule and quality risk from over customization of Tyler products. It is the client's responsibility to verify that in-scope requirements are being met throughout the implementation if functional requirements are defined as part of the contract. The following guidelines will be followed when evaluating if a modification to the product is required:

- A reasonable business process change is available.
- Functionality exists which satisfies the requirement.
- Configuration of the application satisfies the requirement.
- An in-scope modification satisfies the requirement.

Requirements that are not met will follow the agreed upon change control process and can have impacts on the project schedule, scope, budget and resource availability.

STAGE 2	Current & Future State Analysis

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	Tyler								Client								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Current State process review			A	R	I	I	I				C	C	C	C			C
Discuss future-state options			A	R	C	C	C				C	C	C	C			C
Make future-state decisions (non-COTS)			C	C	C	C	C				A	R	I	C			C
Document anticipated configuration options required to support future state			A	R	C	C	C				I	I	I	I			I

Inputs	Client current state documentation
	Solution Orientation completion

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Documentation that describes future-state decisions and configuration options to support future-state decisions.	Delivery of document

Work package assumptions:

- City attendees possess sufficient knowledge and authority to make future state decisions.
- City is responsible for any documentation of current state business processes.
- Client is able to effectively communicate current state processes.

6.2.3 Conversion Assessment

Data Conversions are a major effort in any software implementation. Tyler's conversion tools facilitate the predictable, repeatable conversion process that is necessary to support a successful transition to the Tyler system. The first step in this process is to perform an assessment of the existing ("legacy") system(s), to better understand the source data, risks, and options available. Once the data has been analyzed, the plan for data conversion is completed and communicated to the appropriate stakeholders.

Objectives:

- Communicate a common understanding of the project goals with respect to data.
- Ensure complete and accurate source data is available for review/transfer.
- Map the data from the source to the Tyler system.
- Document the data conversion/loading approach.

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STAGE 2	Data Conversion Assessment																
	Tyler								Client								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Extract Data from Source Systems			I		C						A						R
Review and Scrub Source Data			I	I	I						A	R		C			I
Build/Update Data Conversion Plan			R	C	C						C	I	I	I			I

Inputs	Client Source data
	Client Source data Documentation (if available)

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Data Conversion Plan built/updated	Client Acceptance of Data Conversion Plan, if Applicable

Work package assumptions:

- Tyler will be provided with data from the Legacy system(s) in a mutually agreed upon format.
- Tyler will work with City representatives to identify business rules before writing the conversion.
- City subject matter experts and resources most familiar with the current data will be involved in the data conversion planning effort.

6.2.4 Intentionally left blank.

6.2.5 Intentionally left blank.

6.2.6 Control Point 2: Assess & Define Stage Acceptance

Acceptance criteria for this Stage includes completion of all criteria listed below.

Note: Advancement to the Prepare Solution Stage is dependent upon Tyler's receipt of the Stage Acceptance.

Assess & Define Stage Deliverables:

- Documentation of future state decisions and configuration options to support future state decisions.
- Modification specification document.

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- Assess & Define Stage Acceptance Criteria:
- All stage deliverables accepted based on criteria previously defined.
- Solution Orientation is delivered.
- Conversion data extracts are received by Tyler.
- Data conversion plan built.

6.3 Prepare Solution

During the Prepare Solution stage, information gathered during the Initiate & Plan and Assess & Define stages will be used to install and configure the Tyler software solution. Software configuration will be validated by the client against future state decisions defined in previous stages and processes refined as needed to ensure business requirements are met.

6.3.1 Initial System Deployment

The timely availability of the Tyler Solution is important to a successful Project implementation. The success and timeliness of subsequent work packages are contingent upon the initial system deployment of Tyler Licensed Software on an approved network and infrastructure. Delays in executing this work package can affect the project schedule.

Objectives:

- All licensed software is installed and operational.
- City is able to access the software.

STAGE 3	Initial System Deployment (Hosted/SaaS)*																
	Tyler								Client								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power Users)	Department Heads	End Users	Technical Leads
Prepare hosted environment			A				R				I						C
Install Licensed Software with Initial Database on Server(s) for Included Environments			A				R				I						C
Install Licensed Software on Client Devices (if applicable)			I				C				A						R

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Tyler System Administration Training (if applicable)			A				R				I						C

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Licensed Software is Installed on the Server(s)	Software is accessible
	Licensed Software is Installed on Clients (if applicable)	Software is accessible
	Installation Checklist/System Document	System Passes
	Infrastructure Design Document (C&J – If Applicable)	

Work package assumptions:

- The most current generally available version of the Tyler Licensed Software will be installed.
- City will provide network access for Tyler modules, printers, and Internet access to all applicable City and Tyler Project staff.

6.3.2 Configuration

The purpose of Configuration is to prepare the software product for validation.

Tyler staff collaborates with City to complete software configuration based on the outputs of the future state analysis performed during the Assess and Define Stage. City collaborates with Tyler staff iteratively to validate software configuration.

Objectives:

- Software is ready for validation.
- Educate City Power User how to configure and maintain software.
- Prepare standard interfaces for process validation (if applicable).

STAGE 3	Configuration																
	Tyler								Client								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Conduct configuration training			A	R							I	C		C			

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Complete Tyler configuration tasks (where applicable)			A	R							I	I		I			
Complete Client configuration tasks (where applicable)			I	C							A	R		C			
Standard interfaces configuration and training (if applicable)			A	R			C				I	C		C			C
Updates to Solution Validation testing plan			C	C							A	R		C			C

Inputs	Documentation that describes future state decisions and configuration options to support future state decisions.

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Configured System	N/A

Work package assumptions:

- Tyler provides guidance for configuration options available within the Tyler software. City is responsible for making decisions when multiple options are available.

6.3.3 Process Refinement

Tyler will educate the City users on how to execute processes in the system to prepare them for the validation of the software. City collaborates with Tyler staff iteratively to validate software configuration options to support future state.

Objectives:

- Ensure that City understands future state processes and how to execute the processes in the software.
- Refine each process to meet the business requirements.
- Validate standard interfaces, where applicable.
- Validate forms and reports, where applicable.

STAGE 3	Process Refinement																
	Tyler								Client								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads

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Conduct process training			A	R							I	C	I	C			
Confirm process decisions			I	C						A	R	C	I	C			
Test configuration			I	C							A	R		C			
Refine configuration (Client Responsible)			I	C							A	R		C			
Refine configuration (Tyler Responsible)			A	R							I	I		I			
Validate interface process and results			I	C			C				A	R		C			C
Update client-specific process documentation (if applicable)			I	C							A	R		C			
Updates to Solution Validation testing plan			C	C							A	R		C			C

Inputs	Initial Configuration
	Documentation that describes future state decisions and configuration options to support future state decisions.
	Solution validation test plan

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Updated solution validation test plan	
	Completed client-specific process documentation (completed by City)	

Work package assumptions:

- None

6.3.4 Conversion Delivery

The purpose of this task is to transition the City's data from their source ("legacy") system(s) to the Tyler system(s). The data will need to be mapped from the legacy system into the new Tyler system format. A well-executed data conversion is key to a successful cutover to the new system(s).

With guidance from Tyler, the City will review specific data elements within the system and identify / report discrepancies. Iteratively, Tyler will collaborate with the City to address conversion discrepancies. This process will allow for clean, reconciled data to transfer from the source system(s) to the Tyler system(s). Reference Conversion Appendix for additional detail.

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Objectives:

- Data is ready for production (Conversion).

STAGE 3	Data Delivery & Conversion															
	Tyler								Client							
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Provide data crosswalks/code mapping tool			A	C	R						I	I		I			
Populate data crosswalks/code mapping tool			I	C	C						A	R		C			
Iterations: Conversion Development			A	C	R						I						I
Iterations: Deliver converted data			A		R		I				I						I
Iterations: Proof/Review data and			C	C	C						A	R		C			C

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reconcile to source system																	

Inputs	
	Data Conversion Plan
	Configuration

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Code Mapping Complete / Validated	N/A
	Conversion Iterations / Reviews Complete	Conversion complete, verified and ready for final pass

Work package assumptions:

- The City will provide a single file layout per source system as identified in the investment summary.
- The City subject matter experts and resources most familiar with the current data will be involved in the data conversion effort.
- The City project team will be responsible for completing the code mapping activity, with assistance from Tyler.

6.3.5 Intentionally left blank.

6.3.6 Intentionally left blank.

6.3.7 Control Point 3: Prepare Solution Stage Acceptance

Acceptance criteria for this Stage includes all criteria listed below in each Work Package.

Note: Advancement to the Production Readiness Stage is dependent upon Tyler's receipt of the Stage Acceptance.

Prepare Solution Stage Deliverables:

- Licensed software is installed.
- Installation checklist/system document.
- Updated solution design document (Socrata only).
- Prioritized data sets for review in Tyler system (Socrata only).
- Conversion iterations and reviews complete.

Prepare Solution Stage Acceptance Criteria:

- All stage deliverables accepted based on criteria previously defined.
- Software is configured.
- Solution validation test plan has been reviewed and updated if needed.

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6.4 Production Readiness

Activities in the Production Readiness stage will prepare the client team for go-live through solution validation, the development of a detailed go-live plan and end user training. A readiness assessment will be conducted with the client to review the status of the project and the organizations readiness for go-live.

6.4.1 Solution Validation

Solution Validation is the end-to-end software testing activity to ensure that City verifies all aspects of the Project (hardware, configuration, business processes, etc.) are functioning properly, and validates that all features and functions per the contract have been deployed for system use.

Objectives:

- Validate that the solution performs as indicated in the solution validation plan.
- Ensure City organization is ready to move forward with go-live and training (if applicable).

STAGE 4	Solution Validation																	
	Tyler								Client									
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Update Solution Validation plan			A	R	C						C	C		C			
Update test scripts (as applicable)			C	C	C						A	R		C			
Perform testing			C	C	C						A	R		C			
Document issues from testing			C	C	C						A	R		C			
Perform required follow-up on issues			A	R	C						C	C		C			

Inputs	Solution Validation plan
	Completed work product from prior stages (configuration, business process, etc.)

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Solution Validation Report	City updates report with testing results

Work package assumptions:

- Designated testing environment has been established.

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- Testing includes current phase activities or deliverables only.

6.4.2 Go-Live Readiness

Tyler and City will ensure that all requirements defined in Project planning have been completed and the Go-Live event can occur, as planned. A go-live readiness assessment will be completed identifying risks or actions items to be addressed to ensure the client has considered its ability to successfully Go-Live. Issues and concerns will be discussed and mitigation options documented. Tyler and City will jointly agree to move forward with transition to production. Expectations for final preparation and critical dates for the weeks leading into and during the Go-Live week will be planned in detail and communicated to Project teams.

Objectives:

- Action plan for go-live established.
- Assess go-live readiness.
- Stakeholders informed of go-live activities.

STAGE 4	Go-Live Readiness																
	Tyler								Client								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Perform Readiness Assessment	I	A	R	C	C	I	C	I	I	I	I		I				I
Conduct Go-Live planning session		A	R	C							C	C	C	C	C		C
Order peripheral hardware (if applicable)			I							A	R						C
Confirm procedures for Go-Live issue reporting & resolution		A	R	I	I	I	I				C	C	I	I	I	I	I
Develop Go-Live checklist		A	R	C	C						C	C	I	C			C
Final system infrastructure review (where applicable)			A				R				C						C

Inputs	Future state decisions
	Go-live checklist

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Updated go-live checklist	Updated Action plan and Checklist for go-live delivered to City

Work package assumptions:

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- None

6.4.3 End User Training

End User Training is a critical part of any successful software implementation. Using a training plan previously reviewed and approved, the Project team will organize and initiate the training activities.

Train the Trainer: Tyler provides one occurrence of each scheduled training or implementation topic. City users who attended the Tyler sessions may train additional users. Additional Tyler led sessions may be contracted at the applicable rates for training.

Tyler will provide standard application documentation for the general use of the software. It is not Tyler's responsibility to develop client specific business process documentation. Client-led training labs using client specific business process documentation if created by the client can be added to the regular training curriculum, enhancing the training experiences of the end users.

Objectives:

- End users are trained on how to use the software prior to go-live.
- City is prepared for on-going training and support of the application.

STAGE 4	End User Training																
	Tyler								Client								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Update training plan		A	R	C							C		I		C		
End User training (Tyler-led)		A	R	C							C	C	I	C	C	C	
Train-the-trainer		A	R	C							C	C	I	C			
End User training (Client-led)			C	C							A	R	I	C	C	C	

Inputs	Training Plan
	List of End Users and their Roles / Job Duties
	Configured Tyler System

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	End User Training	City signoff that training was delivered

Work package assumptions:

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- The City project team will work with Tyler to jointly develop a training curriculum that identifies the size, makeup, and subject-area of each of the training classes.
- Tyler will work with City as much as possible to provide end-user training in a manner that minimizes the impact to the daily operations of City departments.
- City will be responsible for training new users after go-live (exception—previously planned or regular training offerings by Tyler).

6.4.4 Control Point 4: Production Readiness Stage Acceptance

Acceptance criteria for this stage includes all criteria listed below. Advancement to the Production stage is dependent upon Tyler's receipt of the stage acceptance.

Production Readiness stage deliverables:

- Solution Validation Report.
- Update go-live action plan and checklist.
- End user training.

Production Readiness stage acceptance criteria:

- All stage deliverables accepted based on criteria previously defined.
- Go-Live planning session conducted.

6.5 Production

Following end user training the production system will be fully enabled and made ready for daily operational use as of the scheduled date. Tyler and City will follow the comprehensive action plan laid out during Go-Live Readiness to support go-live activities and minimize risk to the Project during go-live. Following go-live, Tyler will work with City to verify that implementation work is concluded, post go-live activities are scheduled, and the transition to Client Services is complete for long-term operations and maintenance of the Tyler software.

6.5.1 Go-Live

Following the action plan for Go-Live, defined in the Production Readiness stage, City and Tyler will complete work assigned to prepare for Go-Live.

City provides final data extract and Reports from the Legacy System for data conversion and Tyler executes final conversion iteration, if applicable. If defined in the action plan, City manually enters any data added to the Legacy System after final data extract into the Tyler system.

Tyler staff collaborates with City during Go-Live activities. City transitions to Tyler software for day-to day business processing.

Some training topics are better addressed following Go-Live when additional data is available in the system or based on timing of applicable business processes and will be scheduled following Go-Live per the Project Schedule.

Objectives:

- Execute day to day processing in Tyler software.
- Client data available in Production environment.

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STAGE 5	Go-Live																
	Tyler								Client								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Provide final source data extract, if applicable			C		C						A						R
Final source data pushed into production environment, if applicable			A	C	R						I	C		C			C
Proof final converted data, if applicable			C	C	C						A	R		C			
Complete Go-Live activities as defined in the Go-Live action plan			C	C	C					A	R	C	I	C			
Provide Go-Live assistance			A	R	C	C		I			C	C	I	C		I	C

Inputs	Comprehensive Action Plan for Go-Live
	Final source data (if applicable)

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Data is available in production environment	Client confirms data is available in production environment

Work package assumptions:

- City will complete activities documented in the action plan for Go-Live as scheduled.
- External stakeholders will be available to assist in supporting the interfaces associated with the Go-Live live process.
- The Client business processes required for Go-Live are fully documented and tested.
- The City Project team and subject matter experts are the primary point of contact for the end users when reporting issues during Go-Live.
- The City Project Team and Power User's provide business process context to the end users during Go-Live.
- The Tyler Go-Live support team is available to consult with the City teams as necessary.
- The Tyler Go-Live support team provides standard functionality responses, which may not be tailored to the local business processes.

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6.5.2 Transition to Client Services

This work package signals the conclusion of implementation activities for the Phase or Project with the exception of agreed-upon post Go-Live activities. The Tyler project manager(s) schedules a formal transition of City onto the Tyler Client Services team, who provides City with assistance following Go-Live, officially transitioning City to operations and maintenance.

Objectives:

- Ensure no critical issues remain for the project teams to resolve.
- Confirm proper knowledge transfer to City teams for key processes and subject areas.

STAGE 5	Transition to Client Services																
	Tyler								Client								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Transfer client to Client Services and review issue reporting and resolution processes	I	I	A	I	I			R	I	I	C	C		C			
Review long term maintenance and continuous improvement			A					R			C	C		C			

Inputs	Open item/issues List

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Client Services Support Document	

Work package assumptions:

- No material project issues remain without assignment and plan.

6.5.3 Post Go-Live Activities

Some implementation activities are provided post-production due to the timing of business processes, the requirement of actual production data to complete the activities, or the requirement of the system being used in a live production state.

Objectives:

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- Schedule activities that are planned for after Go-Live.
- Ensure issues have been resolved or are planned for resolution before phase or project close.

STAGE 5	Post Go-Live Activities															
	Tyler								Client							
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Schedule contracted activities that are planned for delivery after go-live		A	R	C	C	C	C	I			C	C	I	C			C
Determine resolution plan in preparation for phase or project close out		A	R	C	C	C		I			C	C	I	C			

Inputs	List of post Go-Live activities

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Updated issues log	

Work package assumptions:

- System is being used in a live production state.

6.5.4 Control Point 5: Production Stage Acceptance

Acceptance criteria for this Stage includes completion of all criteria listed below:

- Advancement to the Close stage is not dependent upon Tyler's receipt of this Stage Acceptance.
- Converted data is available in production environment.

Production Stage Acceptance Criteria:

- All stage deliverables accepted based on criteria previously defined.
- Go-Live activities defined in the Go-Live action plan completed.
- Client services support document is provided.



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6.6 Close

The Close stage signifies full implementation of all products purchased and encompassed in the Phase or Project. City transitions to the next cycle of their relationship with Tyler (next Phase of implementation or long-term relationship with Tyler Client Services).

6.6.1 Phase Closeout

This work package represents Phase completion and signals the conclusion of implementation activities for the Phase. The Tyler Client Services team will assume ongoing support of City for systems implemented in the Phase.

Objectives:

- Agreement from Tyler and City teams that activities within this phase are complete.

STAGE 6	Phase Close Out																
	Tyler								Client								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Reconcile project budget and status of contract Deliverables	I	A	R						I	I	C						
Hold post phase review meeting		A	R	C	C	C	C				C	C	C	C			C
Release phase-dependent Tyler project resources	A	R	I								I						

Participants	Tyler	Client
	Project Leadership	Project Manager
	Project Manager	Project Sponsor(s)
	Implementation Consultants	Functional Leads, Power Users, Technical Leads
	Technical Consultants (Conversion, Deployment, Development)	
	Client Services	

Inputs	Contract
	Statement of Work
	Project artifacts

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Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Final action plan (for outstanding items)	
	Reconciliation Report	
	Post Phase Review	

Work package assumptions:

- Tyler deliverables for the phase have been completed.

6.6.2 Project Closeout

Completion of this work package signifies final acceptance and formal closing of the Project.

At this time City may choose to begin working with Client Services to look at continuous improvement Projects, building on the completed solution.

Objectives:

- Confirm no critical issues remain for the project teams to resolve.
- Determine proper knowledge transfer to City teams for key processes and subject areas has occurred.
- Verify all deliverables included in the Agreement are delivered.

STAGE 6	Project Close Out																
	Tyler								Client								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Conduct post project review		A	R	C	C	C	C				C	C	C	C			C
Deliver post project report to City and Tyler leadership	I	A	R						I	I	C						
Release Tyler project resources	A	R	I								I						

Inputs	Contract
	Statement of Work

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables

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	Post Project Report	Client acceptance; Completed report indicating all project Deliverables and milestones have been completed

Work package assumptions:

- All project implementation activities have been completed and approved.
- No critical project issues remain that have not been documented and assigned.
- Final project budget has been reconciled and invoiced.
- All Tyler deliverables have been completed.

6.6.3 Control Point 6: Close Stage Acceptance

Acceptance criteria for this Stage includes completion of all criteria listed below.

Close Stage Deliverables:

- Post Project Report.

Close Stage Acceptance Criteria:

- Completed report indicating all Project deliverables and milestones have been completed.

7. General Assumptions

Tyler and City will use this SOW as a guide for managing the implementation of the Tyler Project as provided and described in the Agreement. There are a number of assumptions which, when acknowledged and adhered to, will support a successful implementation. Assumptions related to specific work packages are documented throughout the SOW. Included here are general assumptions which should be considered throughout the overall implementation process.

7.1 Project

- Project activities will begin after the Agreement has been fully executed.
- The City Project Team will complete their necessary assignments in a mutually agreed upon timeframe in order to meet the scheduled go-live date, as outlined in the Project Schedule.
- Sessions will be scheduled and conducted at a mutually agreeable time.
- Additional services, software modules and modifications not described in the SOW or Agreement will be considered a change to this Project and will require a Change Request Form as previously referenced in the definition of the Change Control Process.
- Tyler will provide a written agenda and notice of any prerequisites to the City project manager(s) ten (10) business days or as otherwise mutually agreed upon time frame prior to any scheduled on-site or remote sessions, as applicable.
- Tyler will provide guidance for configuration and processing options available within the Tyler software. If multiple options are presented by Tyler, City is responsible for making decisions based on the options available.
- Implementation of new software may require changes to existing processes, both business and technical, requiring City to make process changes.

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- City is responsible for defining, documenting and implementing their policies that result from any business process changes.

7.2 Organizational Change Management

Unless otherwise contracted by Tyler, City is responsible for managing Organizational Change. Impacted Client resources will need consistent coaching and reassurance from their leadership team to embrace and accept the changes being imposed by the move to new software. An important part of change is ensuring that impacted client resources understand the value of the change, and why they are being asked to change.

7.3 Resources and Scheduling

- City resources will participate in scheduled activities as assigned in the Project Schedule.
- The City team will complete prerequisites prior to applicable scheduled activities. Failure to do so may affect the schedule.
- Tyler and City will provide resources to support the efforts to complete the Project as scheduled and within the constraints of the Project budget.
- Abbreviated timelines and overlapped Phases require sufficient resources to complete all required work as scheduled.
- Changes to the Project Schedule, availability of resources or changes in Scope will be requested through a Change Request. Impacts to the triple constraints (scope, budget and schedule) will be assessed and documented as part of the change control process.
- City will ensure assigned resources will follow the change control process and possess the required business knowledge to complete their assigned tasks successfully. Should there be a change in resources, the replacement resource should have a comparable level of availability, change control process buy-in, and knowledge.
- City makes timely Project related decisions in order to achieve scheduled due dates on tasks and prepare for subsequent training sessions. Failure to do so may affect the schedule, as each analysis and implementation session is dependent on the decisions made in prior sessions.
- City will respond to information requests in a comprehensive and timely manner, in accordance with the Project Schedule.
- City will provide adequate meeting space or facilities, including appropriate system connectivity, to the project teams including Tyler team members.
- For on-site visits, Tyler will identify a travel schedule that balances the needs of the project and the employee.

7.4 Data

- Data will be converted as provided and Tyler will not create data that does not exist.
- City is responsible for the quality of legacy data and for cleaning or scrubbing erroneous legacy data.
- Tyler will work closely with City representatives to identify business rules before writing the conversion. City must confirm that all known data mapping from source to target have been identified and documented before Tyler writes the conversion.
- All in-scope source data is in data extract(s).
- Each legacy system data file submitted for conversion includes all associated records in a single approved file layout.
- The client will provide the legacy system data extract in the same format for each iteration unless changes are mutually agreed upon in advance. If not, negative impacts to the schedule, budget and resource availability may occur and/or data in the new system may be incorrect.

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- The City Project Team is responsible for reviewing the converted data and reporting issues during each iteration, with assistance from Tyler.
- Client is responsible for providing or entering test data (e.g., data for training, testing interfaces, etc.)

7.5 Facilities

- City will provide dedicated space for Tyler staff to work with City resources for both on-site and remote sessions. If Phases overlap, City will provide multiple training facilities to allow for independent sessions scheduling without conflict.
- City will provide staff with a location to practice what they have learned without distraction.

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8. Glossary

Word or Term	Definition
Acceptance	Confirming that the output or deliverable is suitable and conforms to the agreed upon criteria.
Accountable	The one who ultimately ensures a task or deliverable is completed; the one who ensures the prerequisites of the task are met and who delegates the work to those responsible. [Also see RACI]
Application	A computer program designed to perform a group of coordinated functions, tasks or activities for the benefit of the user.
Application Programming Interface (API)	A defined set of tools/methods to pass data to and received data from Tyler software products
Agreement	This executed legal contract that defines the products and services to be implemented or performed.
Business Process	The practices, policy, procedure, guidelines, or functionality that the client uses to complete a specific job function.
Business Requirements Document	A specification document used to describe Client requirements for contracted software modifications.
Change Request	A form used as part of the Change Control process whereby changes in the scope of work, timeline, resources, and/or budget are documented and agreed upon by participating parties.
Change Management	Guides how we prepare, equip and support individuals to successfully adopt change in order to drive organizational success & outcomes
Code Mapping [where applicable]	An activity that occurs during the data conversion process whereby users equate data (field level) values from the old system to the values available in the new system. These may be one to one or many to one. Example: Old System [Field = eye color] [values = BL, Blu, Blue] maps to New Tyler System [Field = Eye Color] [value = Blue].
Consulted	Those whose opinions are sought, typically subject matter experts, and with whom there is two-way communication. [Also see RACI]
Control Point	This activity occurs at the end of each stage and serves as a formal and intentional opportunity to review stage deliverables and required acceptance criteria for the stage have been met.
Data Mapping [where applicable]	The activity determining and documenting where data from the legacy system will be placed in the new system; this typically involves prior data analysis to understand how the data is currently used in the legacy system and how it will be used in the new system.
Deliverable	A verifiable document or service produced as part of the Project, as defined in the work packages.
Go-Live	The point in time when the Client is using the Tyler software to conduct daily operations in Production.
Informed	Those who are kept up-to-date on progress, often only on completion of the task or deliverable, and with whom there is just one-way communication. [Also see RACI]

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Infrastructure	The composite hardware, network resources and services required for the existence, operation and management of the Tyler software.
Interface	A connection to and potential exchange of data with an external system or application. Interfaces may be one way, with data leaving the Tyler system to another system or data entering Tyler from another system, or they may be bi-directional with data both leaving and entering Tyler and another system.
Integration	A standard exchange or sharing of common data within the Tyler system or between Tyler applications
Legacy System	The software from which a client is converting.
Modification	Custom enhancement of Tyler's existing software to provide features or functions to meet individual client requirements documented within the scope of the Agreement.
On-site	Indicates the work location is at one or more of the client's physical office or work environments.
Organizational Change	The process of changing an organization's strategies, processes, procedures, technologies, and culture, as well as the effect of such changes on the organization.
Output	A product, result or service generated by a process.
Peripheral devices	An auxiliary device that connects to and works with the computer in some way. Some examples: scanner, digital camera, printer.
Phase	A portion of the Project in which specific set of related applications are typically implemented. Phases each have an independent start, Go-Live and closure dates but use the same Implementation Plans as other Phases of the Project. Phases may overlap or be sequential and may have different Tyler resources assigned.
Project	The delivery of the software and services per the agreement and the Statement of Work. A Project may be broken down into multiple Phases.
RACI	A matrix describing the level of participation by various roles in completing tasks or Deliverables for a Project or process. Individuals or groups are assigned one and only one of the following roles for a given task: Responsible (R), Accountable (A), Consulted (C), or Informed (I).
Remote	Indicates the work location is at one or more of Tyler's physical offices or work environments.
Responsible	Those who ensure a task is completed, either by themselves or delegating to another resource. [Also see RACI]
Scope	Products and services that are included in the Agreement.

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Solution	The implementation of the contracted software product(s) resulting in the connected system allowing users to meet Project goals and gain anticipated efficiencies.
Stage	The top-level components of the WBS. Each Stage is repeated for individual Phases of the Project.
Standard	Software functionality that is included in the base software (off-the-shelf) package; is not customized or modified.
Statement of Work (SOW)	Document which will provide supporting detail to the Agreement defining Project-specific activities, services and Deliverables.
System	The collective group of software and hardware that is used by the organization to conduct business.
Test Scripts	The steps or sequence of steps that will be used to validate or confirm a piece of functionality, configuration, enhancement, or Use Case Scenario.
Training Plan	Document(s) that indicate how and when users of the system will be trained relevant to their role in the implementation or use of the system.
Validation (or to validate)	The process of testing and approving that a specific Deliverable, process, program or product is working as expected.
Work Breakdown Structure (WBS)	A hierarchical representation of a Project or Phase broken down into smaller, more manageable components.
Work Package	A group of related tasks within a project.



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Part 4: Appendices

9. Conversion

9.1 Incode Utility Billing Conversion Summary

9.1.1 Utility Billing - Standard

- Utility Contact Information
- Utility Mailing and Billing Addresses
- Utility Parcels
- Account Master - (Average monthly payment, deposits, bank drafts, comments/notes)
- Meters/Services
- Transaction History – Includes current year plus one prior year
- Read History

9.1.2 Utility Billing – Legacy/Historical Views

- Unlimited historical transactions provided by client can be converted by Tyler into historical views

9.2 Incode Financials Conversion Summary

9.2.1 General Ledger

Standard Conversion Includes:

- Full chart of accounts listing, descriptions, and corresponding account types
- Element (segment) values and descriptions
- Summarized budget figures for current fiscal year
- Unlimited historical transactions as provided by client.

NOTE: Training will be provided on how to import additional budget years from Excel.

9.2.2 Accounts Payable

Standard Conversion Includes:

- Vendor master information, address, primary contact, and NOTEs
- Unlimited historical transactions as provided by client.

9.2.3 Personnel Management

Standard Conversion Includes:

- Basic employee information – employee master, address, primary contact, dates, phone numbers, dependents, NOTEs
- Employee Deductions & Taxes
- Employee Direct Deposit Information
- Employee Leave Balances
- Employee Retirement
- Rates/Base Pay (salary / hourly compensation)

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- Unlimited historical transactions provided by client.

NOTE: Employee positions/deductions will be created according to recommended best business practices.

9.2.4 General Ledger

Standard Conversion Includes:

- Full chart of accounts listing, descriptions, and corresponding account types
- Element (segment) values and descriptions
- Unlimited historical transactions as provided by client.

NOTE: Summarized budget figures for current fiscal year and historical years can be imported into the system from Excel. The client is ultimately responsible for producing the budget figures in Excel and verifying the results. Training will be provided on how to import budgets from Excel.

NOTE: Summarized beginning balance sheet entries, as well as summarized fiscal year activity entries, can be imported into the system from Excel for the current year. The client is ultimately responsible for producing the entries in Excel and verifying the results. Training will be provided on how to import JE's from Excel.

9.2.5 Accounts Payable

Standard Conversion Includes:

- Vendor master information, address, primary contact, and NOTEs
- Unlimited historical transactions as provided by client.

NOTE: 1099 balances and non-1099 balances can be imported into the system using a standard import available to the client from Excel. The client will ultimately be responsible for creating the Excel spreadsheet and verifying the results. Training will be provided on how to import balances from Excel.

9.2.6 Personnel Management

Standard Conversion Includes:

- Basic employee information – employee master, address, primary contact, dates, phone numbers, dependents, NOTEs
- Current direct deposit bank information
- Federal and state tax withholding information
- Unlimited historical transactions provided by client.

NOTE: Employee positions/deductions will be created according to recommended best business practices.

NOTE: Clients going live on payroll mid-calendar year will have the option to import or enter quarterly employee payroll history to meet federal and state reporting requirements giving the ability to create a single set of W-2's at calendar year end. The client will ultimately be responsible for entering in the quarterly employee payroll history and verifying the results. Training will be provided on how to enter in this information.

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9.2.7 Court Case Management - Standard

- Name Information (Defendant, Address, Physical Attributes, Identification Numbers, Phone Numbers)
- Vehicle Information (Tag Number, Make, Model, Style, Color, VIN)
- Officer Information (Officer Name, Badge Number, Rank, Email)
- Offense Code Information (Offense Code, Offense Description, Statute/Ordinance)
- Case Information (Citation Number, Case Officer, Violation Date, Violation Location, PD Case Number, Docket Number, Comments)
- Witness Information (Witness Type, Subpoena Date)
- Disposition Information (Case Status, Plea, Judge, Court Location, Conviction Date, Plea Date, Attorney)
- Conversion History Information (Read only format)
- Payment Information (Fines/Fees assessed, Fines/Fees Paid, Non-Cash payments, Receipt Number, Payment Date, Payment Amount)
- Warrant Information (Warrant Type, Issue Date, Served Date, Canceled/Recalled Date, Region Number, Status, Comments, Officer Assigned) – available only when associated with a citation
- Bond Information (Bond Type, Posted Date, Applied/Refunded/Forfeited Date, Bond Number, Posted By, Bond Amount, Status)
- Payment Plan Information (Initial Payment Amount, Payment Date, Next Payment Date, Next Payment Amount) - Tyler will need a copy of the Payment Plan data to determine if the data is clean enough to convert.



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10. Additional Appendices

10.1 Intentionally left blank.

11. Project Timeline

11.1 ERP Project Timeline

The Project Timeline establishes a target start and end date for each Phase of the Project. The timeline needs to account for resource availability, business goals, size and complexity of the Project, and task duration requirements. These will be reviewed and adjusted, if needed, during the Initiate and Plan Stage. Refer to the Project Stages section of this SOW for information on work packages associated with each stage of the implementation.

The following dates may be revised based on the date the Agreement is signed and further refined during the course of the project. Tyler requires up to forty-five (45) days to move from Agreement signing to the Initiate & Plan Stage.

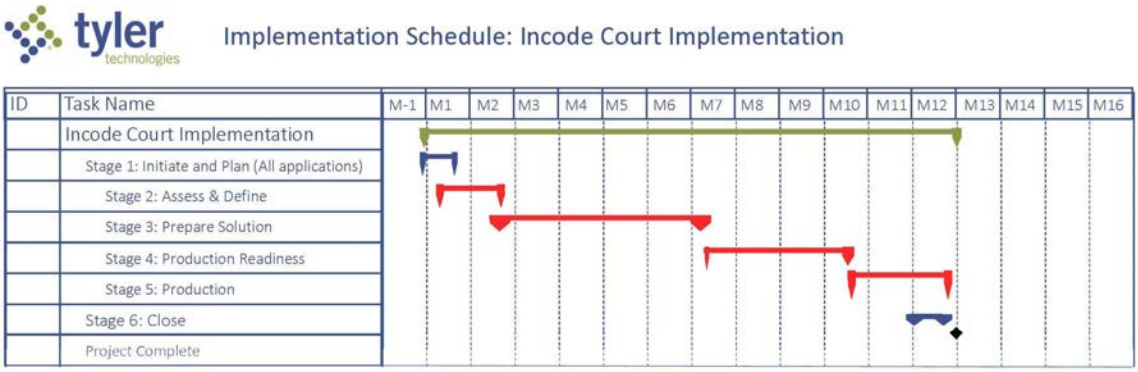
<Insert ERP Project Timeline template here and adjust appropriately for the Project>

11.2 Socrata Project Plan

Socrata Project Plan												
	Week											
	1	2	3	4	5	6	7	8	9	10	11	12
Initiate and Plan												
Assess and Define												
Prepare Solution												
Production Readiness												
Production												
Close												

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11.3 Incode Court Timeline

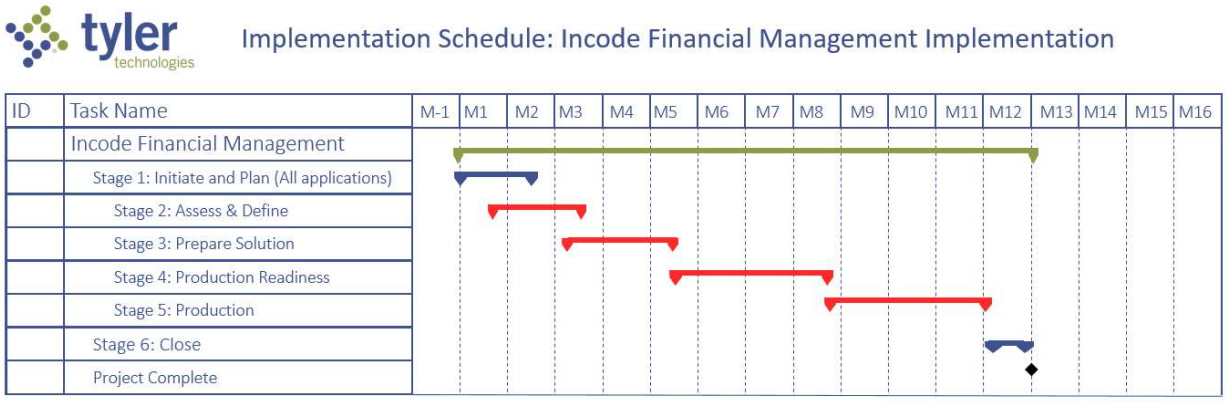


example

This timeline is an example. Please use it as a general guide...ONLY. Its purpose is to demonstrate the order in which various products are typically implemented and the potential overlap of stages for each phase. The exact timing of each deliverable depends on many factors including, but not limited to, the client's ability to commit resources to the project, client blackout dates, and the alignment of client business practices with Tyler implementation methodology. Tyler makes no guarantees that implementation schedules will align with this example.

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11.4 Incode Financial Management Timeline

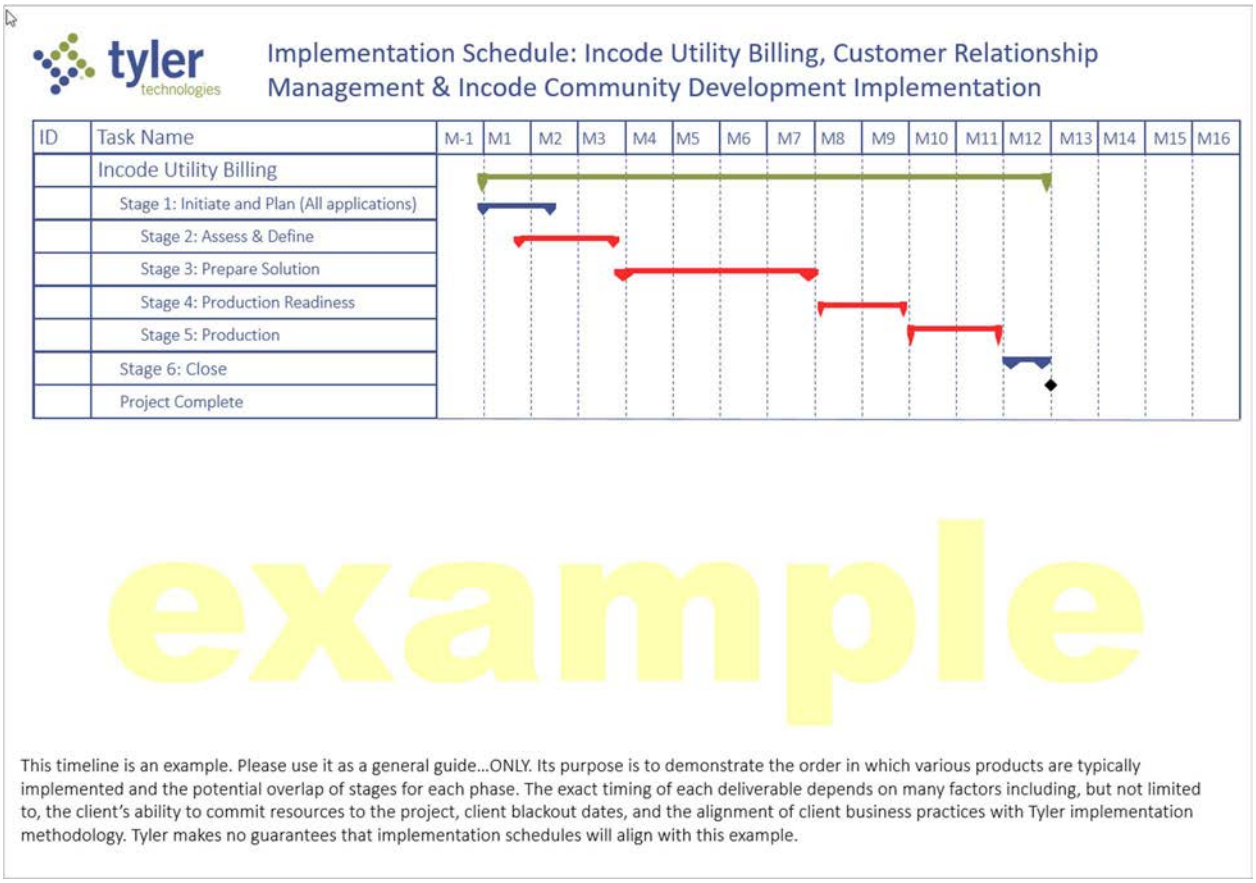


example

This timeline is an example. Please use it as a general guide…ONLY. Its purpose is to demonstrate the order in which various products are typically implemented and the potential overlap of stages for each phase. The exact timing of each deliverable depends on many factors including, but not limited to, the client's ability to commit resources to the project, client blackout dates, and the alignment of client business practices with Tyler implementation methodology. Tyler makes no guarantees that implementation schedules will align with this example.

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11.5 Incode Utility Billing, CRM, and Community Development Timeline



11.6 Intentionally left blank.

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Solution Prepared For: City of Diboll

Date of proposal: 03-03-2022

Proposal is valid for 30 days.

Created by: Melinda Sullivan
Email: melinda.sullivan@itenabled.com
Phone number: 9362253329 x 712

Term of proposal: 24 months.

Locations
City Hall 400 Kenley St. Diboll TX 75941
Police Department 400 Kenley St Diboll TX 75941
Water Department 992 S First St (739 Service Center Rd) Diboll TX 75941
Civic Center - 601 Dennis Diboll TX 75941
FD Sub station - 102 Neill Pickett Diboll TX 75941
Parks Building 206 Pine Valley Dr Diboll TX 75941



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Scope of Work

Application Support

Evaluate & optimize current application solutions.

Train and support users on Google Workspace including

- Support users Google Workspace. Including Google Chat, Google drive, Shared calendars,
- Support admin with adding/deleting users and managing passwords.

Enable 2 factor authentication on all business-critical application accounts.
Implement password manager to increase security.

Assist with Incode and Assist applications as needed.

Computing Support

Workstation Management

- Set up all City of Diboll PCs to proactively manage including inventorying device(s), determining storage capacity and utilization of the device.
- Proactively manage PCs including monitoring storage, ensuring updates are implemented, and viruses are not present.
- Manage backup and recovery of PCs

Server Management

- Move current file server docs to to the cloud to Google Drive.
- Decomission server and domain controller once data is moved to Google Drive.

Network Support

Install standard network equipment at all locations

- Managed Firewall
- Managed ethernet switches
- Managed wireless access points to provide secure internal and guest network within the facilities

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Cabling and data closet

- Install wall mounted racks for equipment as necessary
- Remove old equipment that is no longer in service.

Security & Management

- Monitor stability of business-critical resources to increase reliability , performance, and continuity.

Cybersecurity Support

Custom setup of intrusion testing including 2 customized phishing email and up to 3 video trainings about cybersecurity/phishing
Reporting on results including

- 1 acceptable use policy for the organization,
- 1 report on user activity,
- 1 dark web scan for all users.

Voice and Collaboration Support

Phone system provisioning

- Replace ***Consolidated Communications*** service with standard IT Enabled Voice solution
- Create new customer owned phone system.
- Provision cloud-based server with **32** call paths capacity.
- 30 DID's will be ported to new provider
- Setup backup phone cloud service
- Setup dialtone to be direct paid by the customer.
- Setup **all** extensions
- Setup call groups
- Setup basic auto attendant, after hours call handling, and holiday schedule

Phone Equipment

- Replace all current phones with similar style.
- Provision them as requested with speed dials, monitored extensions etc.

Training

- Train users on voice applications including user web portal, mobile device application, and using desk phone.
- Train administrators on using admin portal including standard call reporting.

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Additional Support

Internet

- Order Suddenlink high speed internet connections to City Hall, Civic Center, Fire Department Sub Station, Parks building.
- Order failover LTE connection at City Hall, Civic Center and Fire Department.
- Order primary internet ATT LTE connection for the water department buildin.
- Disconnect current services when the new connections are installed.

Vendor management

- Review current technology and communication contracts and negotiate best possible rates for them.

Technical support after hours

- This solution is developed to provide technical support during the hours of 6:00 am and 10:00 pm each night. Calls for support outside of these hours will be billed at $150/hour.

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One Time Charges

Option 1

Total One Time Costs

IT Solution	Equipment	Setup	Net Price
Application	-	$1,000.00	$1,000.00
Computing	0	$9,200.00	$9,200.00
Cybersecurity	0	$610.00	$610.00
Network	$6,522.00	$4,750.00	$11,272.00
Voice	$1,100.00	$3,745.00	$4,845.00
		Total One Time Costs	**$26,927.00**

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Monthly Charges From IT Enabled

Option 1

IT Enabled Monthly Charges

IT Solution	Net Price
Application	$200.00
Computing	$2,000.00
Network	$1,040.00
Voice	$310.00
Total Monthly IT Enabled Charges	**$3,550.00**

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Other Monthly Charges

Option 1

Other Monthly Charges

Description	Net Price
Network	$425.00
Voice	$202.92
Total Billed From Other Vendors	**$627.92**

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Equipment Details

Option 1

Equipment list - Purchase

Quantity	Description	Additional Notes	Location
3	Phone - Polycom VVX 601 - Renewed		1
25	Phone - Polycom VVX 501 - Renewed		1
1	Rack - 6U Enclosed		5
1	Rack - 6U Enclosed		6
1	Rack - 6U Enclosed		3
1	Switch - 8 Port (4 Port POE)		5
1	Switch - 8 Port (4 Port POE)		6
1	Battery Back Up		4
1	Battery Back Up		6
2	Battery Back Up		2
2	Battery Back Up		1
1	Battery Back Up		3
1	Battery Back Up		5
2	Switch - 48 Port POE Renewed		2
1	Switch - 48 Port POE Renewed		1
1	Switch - 48 Port POE		3
3	Wireless Access Points		4
1	Wireless Access Points		5
1	Wireless Access Points		6
1	Wireless Access Points		2
2	Wireless Access Points		1
1	Wireless Access Points		3
1	Wireless Access Point - Nanobeam		3
1	Managed Firewall		5
1	Managed Firewall		6
1	Managed Firewall		4
1	Managed Firewall		3

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Quantity	Description	Additional Notes	Location
1	Managed Firewall		1
1	Managed Firewall		2
1	Switch - 16 Port (8 Port POE)		4
1	Custom Equipment	mounting equipment for long range LTE	3

Option 1

Equipment list - Support

Quantity	Description	Additional Notes	Location
1	Phone - Cloud Based Server For Phone System		1
28	Phone - Extensions For Phone System		1
3	Wireless Access Points Maintenance		4
1	Wireless Access Points Maintenance		5
1	Wireless Access Points Maintenance		6
1	Wireless Access Points Maintenance		2
2	Wireless Access Points Maintenance		1
1	Wireless Access Points Maintenance		3
1	Managed Firewall - Maintenance		5
1	Managed Firewall - Maintenance		6
1	Managed Firewall - Maintenance		4
1	Managed Firewall - Maintenance	Reuse	1
1	Managed Firewall - Maintenance		3
1	Managed Firewall - Maintenance		1
1	Managed Firewall - Maintenance		2
1	Battery Back Up - Maintenance		4
1	Battery Back Up - Maintenance		6
2	Battery Back Up - Maintenance		2
2	Battery Back Up - Maintenance		1
1	Battery Back Up - Maintenance		3
1	Battery Back Up - Maintenance		5
2	Switch - 48 Port POE Maintenance		2
1	Switch - 48 Port POE Maintenance		3

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Quantity	Description	Additional Notes	Location
1	Switch - 48 Port POE Maintenance		1
1	Wireless Access Point - Nanobeam Maintenance	Longrange LTE	3
1	Switch - 8 Port (4 Port POE) Maintenance		5
1	Switch - 8 Port (4 Port POE) Maintenance		6
1	Switch - 16 Port (8 Port POE) Maintenance		4
10	PC - Desktop Support Managed - Complete	Reuse	1
20	PC - Desktop Support Managed - Complete	Reuse	2
4	PC - Desktop Support Managed - Complete	Reuse	3
1	PC - Desktop Support Managed - Complete	Reuse	4
1	Server - Maintenance	Reuse	1
1	Application Support	Incode	1
1	Application Support	Google Suite	1

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Master Services Agreement

By signing this Agreement, **City of Diboll** ("Client") has retained IT Enabled ("Service Provider") to proceed with the requested services, and agrees to the terms and conditions as set forth in this Agreement.

1. *Services*
Client has retained Service Provider to perform services for maintaining existing technology and implementing new technology at their location(s).

2. *Payment*
Client agrees to pay **$7,622.00** for equipment purchases, **$19,055.00** for set up costs and a monthly retainer fee of **$3,550.00** for the term of **24** months. This includes **$310.00** for voice solution with **28.00** extensions and **$3,240.00** for network monitoring & system monitoring, maintenance and support (**12.90** hours for monitoring & maintenance and **19.50** for discretionary support).

3. *Retainers*
Monthly retainers provide ongoing support at a discounted rate of $100 per hour up to the number of hours set forth in this Agreement. Retainer fees are required in full in advance of services; payment is due on or before 1st of each month. **Services rendered beyond the retained number of hours will be billed at $125 /hr with payment due upon receipt.** Hours are billed in 15 (fifteen) minute increments. Payments rendered are considered fully earned and non-refundable. Unused hours are not carried over; it is incumbent upon Client to utilize their retained hours each month. If payment is not received by the 1st, full standard hourly rates will apply for any work performed during that month.

4. *Additional Work*
Client understands additional work beyond the scope of this Agreement must be negotiated separately and will require a separate or modified Agreement. Services requested by Client and provided by Service Provider that do not fall within the scope of this Agreement will be billed separately at the $100 hourly (non-profit) rate with payment due upon receipt.

5. *Service Categories*
There is a per-hour minimum for all services. Hourly rates are billed in 15 (fifteen) minute increments. Client understands that hourly rates are subject to change without notice at the discretion of Service Provider, but will be negotiated at contract renewal. The rate provided in contract will continue through the remainder of the contract.

6. *Client Responsibilities*
Client understands that Service Provider is not an employee, and that this will be a collaborative, professional relationship of equals where mutual professional respect, courtesy and consideration are expected. Due to the virtual nature of the relationship, Client understands the importance of

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communication, especially via email, and agrees to respond to questions, requests and communications from Service Provider in a timely manner. Client understands that Service Provider is a business with other clients to serve, and requires fair, realistic notice in order to attend to requests and projects. Poor planning or miscommunications on the part of the Client will not constitute an emergency for Service Provider. Client understands that Service Provider may require detailed clarification of projects in order to meet expectations and provide the best support and highest quality work.

7. *Office Hours & Communication*

Office hours are **Monday through Friday 8AM to 5PM Central Standard Time**. Service Provider understands that Client operates outsides of these hours and concessions will be made during operating hours to fulfill their needs. Requests will be assigned a priority and worked based on these priorities.

Non-service affecting requests mean that a user is able to perform their normal business, though may be nuisance. This priority includes new installations and new projects unless negotiated by the client. These requests will be assigned a low priority and worked within 1-week of the request. These requests should be made by email to the Service Provider.

Service-affecting, non-mission critical requests indicate that a normal business function is impacted and that a normal business process cannot be completed until the problem is resolved. These requests will be assigned medium priority and worked within 48-hours of the request. These requests can be made by email or by phone to the Service Provider.

Service-affecting, mission critical requests indicate that a mission critical process is impacted and that work cannot be completed until this is resolved. These requests will be assigned high priority and resolution timing negotiated at time of call. These requests should be made promptly to the Service Provider by phone only.

Service Provider is available for phone calls during office hours. Occasional calls of only a few minutes in duration are not typically billed to Client. However, the time of both parties should be respected, and calls lasting over 10 minutes will be billed to Client. Telephone meetings must be prescheduled. Cancellation requires a minimum of 24 hours advance notice. Missed meetings or cancellations without sufficient notice will be billed to Client.

8. *Materials & Information*

Client will provide all content, outlines, photos, project images, etc., necessary for any special projects. Source material must be clear and legible. Client is responsible for furnishing all pertinent information, and for furnishing accurate, truthful and complete information necessary for Service Provider to perform or complete the agreed services or project.

9. *Expenses*

Expenses incurred on behalf of Client are not included in any fees and will be billed to Client. Payment is due upon receipt.

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10. ***Delivery***
Completed projects will be delivered in-person or other means as required by the Client.

11. ***Accuracy***
Client assumes full responsibility for acceptance of work or services performed and agreed upon, as well as final proofing and accuracy. Service Provider is not responsible for errors or omissions.

12. NON-SOLICITATION

During the term of this Agreement and for a period of one (1) year after any termination of this Agreement, neither Party, without the prior written consent of the other Party, either directly or indirectly, on its own behalf or in the service or on behalf of others, solicit or attempt to solicit, divert or hire away any person employed by the other Party, its affiliates or any customer of the other Party.

13. ***Payment Options***
Personal or business checks are accepted for payment.

14. ***NSF Fees***
There is a **$40** NSF (insufficient funds) fee for returned checks.

15. ***Late Payments***
Payments not received by due date will result in work cessation. Service Provider reserves the right to refuse completion or delivery of work until past due balances are paid. Monthly late charges of $10.00 or **1.75% (21% APR),** whichever is greater, will be assessed on unpaid balances every 30 (thirty) days.

16. ***Late Fees***
Clients who consistently fail to respond to questions in a timely manner, do not supply needed information, or otherwise impair efficient workflow increase administrative time, waste retainer hours unnecessarily, and prevent Service Provider from working to optimum standards and servicing other clients in a fair and equal manner. Service Provider reserves the right to impose late fees and/or increase hourly rates of Clients who fall into this category.

17. ***Property***
All billings (including invoices, statements and estimates), reports and time accounting are provided as a convenience to Client at the discretion of Service Provider and remain the property of Service Provider. Periodic audits may reveal previous billing discrepancies or errors, and Service Provider is entitled to void or recall incorrect invoices and statements and bill for any monies due on account.

18. ***Accuracy of Information***
Client agrees that the accuracy of information supplied to Service Provider is the sole responsibility of

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Client, and that Service Provider is not responsible and shall not be held liable for the results of services performed on the basis of inaccurate, incomplete or untruthful information furnished by Client.

19. ***Indemnification/Release of Liability***

Mutual Indemnification. Each party shall defend indemnify and hold harmless the other party, including each of their respective officers, directors, shareholders, employees, representatives, agents, successors and assigns, from and against all liability, claims, actions, damages, fines, expenses, costs, and any other losses, including attorney's fees, incurred by the other party, to the extent arising out of (a) a Party's gross negligence or willful misconduct in performing any of its obligations under this Agreement, or (b) a material breach by a Party of any of its representations, warranties, covenants or agreements under this Agreement.

20. ***Termination***

Retainers may be terminated by either party for any reason with 10 (ten) days advance written notice of intent to cancel. Retainer fees are due in full for the intended month of cancellation if proper notice is not provided. Any remaining contract life can be cancelled at 1/4 of the cost of the contract ($125/month).

21. ***Expiration & Modification***

This Agreement shall remain in effect for 1 term, renewed annually until such time as one or the other party provides written notice of cancellation. This Agreement may be modified or amended as necessary after negotiations initiated by either party. If agreement is reached, only a written instrument signed by both parties will modify or amend this Agreement.

22. ***Additional Provisions***

This Agreement shall be governed by and construed according to the laws of the State of **Texas**, and shall not be construed against the drafter. The parties agree that any suit or action relating to this Agreement shall be instituted and commenced exclusively in the federal or state courts in **Lufkin, TX** and the parties hereby waive the right to change such venue and hereby consent to the jurisdiction of such courts. If Service Provider must bring suit or other action to collect on unpaid invoices or seek remedy of any other breach of contract, if Service Provider prevails in such litigation, Service Provider shall be entitled to an award of costs, reasonable attorney's fees and interest at the maximum rate permitted by law in addition to any other relief awarded.

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Jason A. Arnold, MPA
City Manager, City of Diboll

400 Kenley Street
P.O. Box 340
Diboll, Texas 75941
(936)-829-6800
jarnold@cityofdiboll.com

March 4, 2022

Honorable Mayor and City Council
City of Diboll

RE: Physical Fitness Program

As an ongoing effort to promote and encourage a healthy lifestyle for our employees, staff has developed the Physical Fitness Program to assist in that endeavor. The Physical Fitness program, at its core, is an incentive offered to City of Diboll employees to improve and maintain their own health and fitness.

Twice a year, a physical fitness test will be available to all full-time employees who wish to participate. While the program is voluntary, the City will encourage all employees participate. Employees will be tested on muscular endurance and aerobic power. Employees will be required to meet nationally accepted standards based on gender and age. Employees who meet those standards will receive eight (8) hours of comp time to be used at the employee's discretion. With two tests a year, an employee has the opportunity to earn two full days off a year.

The Physical Fitness Program is part of a larger Wellness Incentive Program that is currently being developed for employees. In addition to reimbursements for health costs, the City of Diboll has also started a cost-sharing program for nutrition counseling and gym memberships. When complete, staff will present the entire Wellness Incentive Program to Council.

For now, staff recommends Council approve a modification to the City of Diboll Personnel Policies Manual to allow for the implementation of the Physical Fitness Program.

Respectfully,

Jason A. Arnold, MPA
City Manager
City of Diboll

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PHYSICAL FITNESS PROGRAM

Goals

The goals of this program are to:

1. Promote and encourage a healthy lifestyle
2. Improve the health, fitness, and quality of life of the participants
3. Encourage maximum participation by employees
4. Reduce the number and severity of work-related injuries
5. Enhance recovery from illness or injury

Introduction

The physical fitness program is a voluntary program open to all full-time employees. Testing is conducted two times per year. The City encourages all employees to participate in the program, but will not require participation.

Testing

The program coordinator will be designated by the City Manager to facilitate the testing. The program coordinator may instruct other participants in testing procedures to assist in administration of the test protocols.

Required Tests:

A. Muscular Endurance
1. push-ups OR pull-ups AND
2. sit-ups

B. Aerobic Power
1.5 mile run/walk OR 3 mile walk

Muscular Endurance Tests

Push-Ups

This test measures the muscular endurance of the upper body, and may be chosen by the participant as an alternative to pull-ups. The subject lies on the floor with his hands shoulder width apart. Starting from the up position, with elbows fully extended, the subject must keep his back straight at all times as he lowers himself to the floor. The subject then returns to the up position. This will be counted as one repetition. The subject will continue for one minute, at which time the total number of correct push-ups will be recorded, and compared to the program minimums listed below. Females may perform the modified push-up, which is performed on the hands and knees, with the back straight and hands slightly ahead of the shoulders in the up position.

Age	20-29	30-39	40-49	50-59	60+
Male	33	27	21	15	13
Female	26	21	15	13	8

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Option: Men who are 55 or older may perform the modified push-up. For men age 55-60, the minimum is 15. For men 60+, minimum is 12.

Pull-Ups

This test also measures muscular endurance in the upper body and may be chosen by the participant as an alternative to push-ups. The subject will hold the bar with the palms away from the body. Arms are extended out straight in the beginning position with the feet off the ground. The subject must pull their body up to a position where his or her chin is above the bar for one repetition. The total number of correct pull-ups completed in one minute is recorded and compared to the program minimums listed below.

Age	20-29	30-39	40-49	50-59	60+
Male	7	5	4	3	2
Female	4	3	2	1	1

Option: Men who are age 55 or older may do chin-ups. For age 55-60 the minimum is 8.
For 60+ the minimum is 6.

Sit-Ups

This test indicates the muscular endurance of the abdominal muscle group. The subject begins by lying on his back, knees bent, heels flat on the floor, and arms folded across the chest, or fingers interlaced and placed behind the head. A partner holds the feet down firmly. The subject then performs as many correct sit-ups as possible in one minute. In the up position, the subject should touch his elbows to his knees, and then return until the shoulder blades touch the floor. Resting must be done in the up position. The score is the total number of correct sit-ups done in one minute, which is recorded and compared to the program minimums listed below.

Age	20-29	30-39	40-49	50-59	60+
Male	40	36	31	26	20
Female	35	27	22	17	8

Aerobic Power Tests

1.5 Mile Run/Walk

Participants who choose this test will complete a 1.5 mile course established by the program coordinator. The time needed to cover the distance is recorded and compared to the program minimums listed below.

Age	20-29	30-39	40-49	50-59	60+
Male	12:20	12:53	13:55	14:58	16:10
Female	14:55	15:26	16:27	17:24	18:16

Option: A one mile run/walk is available for persons 55 and older. For employees 55-60 the time limit is 12 minutes, and for 60+ the time limit is 14:00.

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3 Mile Walk

Participants who choose this test will complete a 3 mile course established by the program coordinator. *No running is permitted*. The time needed to cover the distance is recorded, and compared to the program minimums listed below.

Age	20-29	30-39	40-49	50-59	60+
Male	38:31	40:01	42:01	45:01	48:01
Female	40:31	42:01	44:01	47:01	51:01

Incentives

Comp Time

Participants in the program who meet the requirements will receive 8 hours of "physical fitness comp time" at each semiannual testing. The physical fitness comp time bank will be capped at 16 hours. Physical fitness compensatory time is not considered as hours worked, and therefore is not payable upon discharge, retirement or voluntary separation.

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March 9, 2022

Mr. Larry Jones
Performance Services Inc.
801 E. Old Settlers Blvd., Suite 100
Round Rock, Texas 78664

Subject: Letter of Intent/Investment Grade Audit

Dear Larry,

We are encouraged by the preliminary indications regarding opportunities for improving our existing water distribution system. The City of Diboll recognizes this Advanced Metering Infrastructure (AMI) program will result in increased water revenue and lower operational costs, which will provide our City with a more effective use of our resources. The City of Diboll also understands these increased revenues and savings will finance the project costs over a period of no more than 20 years when compared to current revenues and expenses, and that this performance must be guaranteed per Texas Local Government Code §302.

Based on our understanding of the time investment required to completely evaluate this opportunity, we are providing this letter to indicate our intent to award Performance Services Inc. (PSI) a contract upon the completion of their Investment Grade Audit (IGA) confirming their preliminary findings as previously shown.

The IGA will assess, but is not limited to:

- Existing meter accuracy
- SCADA
- Lift stations
- I&I issues
- Building HVAC, Lighting, and Controls
- Building envelop
- Roofing

The objective of the IGA is to:

- Identify areas to reduce energy consumption by retrofitting or replacing existing equipment
- Improve operational procedures and capabilities within the City
- Eliminate and/or reduce future capital expenditures
- Identify opportunities to upgrade existing equipment
- Provide a financial guarantee for The City of Diboll in compliance with Texas Local Government Code §302

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During the Investment Grade Audit, Performance Services may identify additional efficiency or capital improvement opportunities that may or may not be included in the final scope of work, upon being agreed upon by all parties. Following completion of the IGA and submission of a Project Proposal from PSI which meets the Project Objectives, City of Diboll agrees to enter into an Installation Contract via The Interlocal Purchasing System (TIPS), Contract #170103, for PSI to provide City of Diboll with a complete turnkey implementation solution including equipment installation, construction management, a savings guarantee, and measurement verification services.

If The City of Diboll decides not to proceed with this program even though PSI provides an option with a major, reputable meter manufacturer that meets the City's minimum operational requirements and guaranteed annual water revenue increases and operational savings will exceed the project annual costs, we agree to pay $0.00 to Performance Services Inc.

Sincerely,

Jason A. Arnold, City Manager
City of Diboll
400 Kenley St
Diboll, Texas

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MUTUAL AID AGREEMENT
City of Diboll, Texas and
River Crest/Redland Volunteer Fire Department

WHEREAS, the City of Diboll, (the City) a municipality located within the County of Angelina and the State of Texas, and the County of Angelina, a political subdivision of the State of Texas;

WHEREAS, the River Crest/Redland Volunteer Fire Department (Recipient) provides fire suppression and emergency response services to the residents of the River Crest/Redland Volunteer Fire Department service area;

WHEREAS, the City owns a 1985 Ford E-One Pumper Truck (Pumper Truck) that is considered to be surplus equipment and wishes to donate said pumper truck AS-IS WITHOUT WARRANTY AND WITH ALL FAULTS for a public purpose;

WHEREAS, the Recipient has a need for such equipment and will utilize the Pumper truck for a public purpose;

WHEREAS, the Recipient acknowledges that proper use of the pumper truck may require maintenance and extensive training;

WHEREAS, the Recipient acknowledges it is responsible for obtaining any necessary maintenance and training in order to use the pumper truck;

WHEREAS, the Recipient acknowledges that it holds all responsibility for proper donation of the donated pumper truck;

THEREFORE, for and in consideration of the mutual benefit to each entity and its citizens, the City and the Recipient, hereby covenant and agree as follows:

1. The City agrees to provide the River Crest/Redland Volunteer Fire Department a 1985 Ford E-One Pumper Truck.
2. The City, including its officers, employees, and agents, make no representations whatsoever, extend no warranties of any kind, either express or implied, including but not limited to the implied warranties of merchantability or fitness for a particular purpose, and assumes no responsibilities whatsoever with respect to design, development, manufacture, or use of the pumper truck.
3. The Recipient will assume ownership of the pumper truck, and does hereby waive, release, and discharge any and all claims for damages for personal injury, death, property damage, any claim in tort, or any other claim, regardless of legal theory, that may hereafter accrue as a result of the use of the pumper truck. The entire risk as to the performance of the

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pumper truck is assumed by the Recipient. In no event shall the City or its officers, employees or agents, be responsible or liable for any direct, indirect, special, incidental, consequential damages, lost profits, or any other economic or physical loss or damage to any individual regardless of legal theory resulting from use of the pumper truck. The above limitations on liability apply even though the City may not have advised of the possibility of such damage.

4. The Recipient agrees to indemnify and hold harmless the City from any and all claims, liability and damages, arising from the use of the pumper truck.
5. This agreement is to ensure the pumper truck is utilized for a public purpose.
6. The City of Diboll City Council will make the final decision as to whether the Pumper truck is serving a public purpose or not.
7. If for any reason the pumper truck is not used for a public purpose, the River Crest/Redland Volunteer Fire Department will return the pumper truck to the City.
8. This agreement will commence on March 9, 2022 and will remain in effect for as long as the pumper truck meets a public purpose or is terminated by the City of Diboll City Council for any other reason.
9. This agreement may be terminated immediately following a majority vote by the City of Diboll City Council.
10. This agreement represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either oral or written, pertaining to the pumper truck.
11. This agreement may be amended only by written instrument signed and approved by the governing body of each governmental entity which is a party to this agreement.

Approved and executed by the City of Diboll on this ____ day of March, 2022:

For the City of Diboll, Texas: **Attest:**

_____ _____

Jason Arnold, City Manager
City of Diboll

Rosa Olvera
City Secretary

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Approved and executed by the River Crest/Redland VFD on this _____ day of March, 2022:

For River Crest/Redland VFD: **Attest:**

_____ _____

Fire Chief
River Crest/Redland VFD

Secretary
River Crest/Redland VFD

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Jason A. Arnold, MPA
City Manager, City of Diboll

400 Kenley Street
P.O. Box 340
Diboll, Texas 75941
(936)-829-6800
jarnold@cityofdiboll.com

March 4, 2022

Honorable Mayor and City Council
City of Diboll

RE: Lottie & Arthur Temple Civic Center Business Hours

Staff has been made aware of a general desire of Civic Center users for Civic Center business hours to be extended. As with any request from our citizens, staff researched the issue to determine feasibility. Logistically, the City of Diboll feels we can accommodate most requests if given more flexibility within the Civic Center policies. Legally, the Texas Alcoholic Beverage Commission (TABC) regulates hours of legal consumption making the cutoff time 1:15 am.

As such, staff recommends Council approve a modification to the Lottie & Arthur Temple Civic Center policies to extend business hours to 1:15 am. Additionally, staff recommends adding a provision to the policy allowing the City Manager or his designee to make exceptions to that policy when reasonable. This will allow staff more discretion when hosting events and a better opportunity to accommodate guests.

Respectfully,

Jason A. Arnold, MPA
City Manager
City of Diboll

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City of Diboll
Facilities Management
Policies and Procedures

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Introduction

Purpose of Policies and Procedures
Provide a consistent guideline for Event Holders and users and to provide a safe and quality experience while using a City of Diboll Facility.

Purpose of Fees
Generate revenues to offset the operational costs of the facilities and to provide funds for future capital improvements.

Establishment of Fees
Rental fees for City of Diboll Facilities will be reviewed on an annual basis with consideration given to the service needs of the community, the facility target user market, competitive and reasonable rental rates, operational costs and the need for future capital improvements

Definitions

Event - Any activity that takes place on a scheduled date on City of Diboll property

Event Holder - Any individual, organization, company or entity using and/or renting a City of Diboll Facility

Facilities Management – City of Diboll Civic Center Director

Rental Agreement - Written agreement between City of Diboll and Event Holder acknowledging use and fee arrangement for any Event held on City of Diboll property.

Payment Policies

Unless otherwise noted, rates are set forth in the City of Diboll Facilities Management Fee Schedule, attached hereto and incorporated by this reference as Exhibit A.

Rental Policy
All Event Holders shall be subject to a rental fee and pay a non-refundable security deposit at the time of booking an Event. The security deposit shall be due and payable at the time of booking an Event in order to preserve the requested date. The balance of the rental fee must be paid in full at least thirty (30) days prior to any event. If full payment is not received thirty (30) days prior to event, event will automatically be cancelled and any moneys paid will be forfeited. Money order, cashier's check, personal or corporate check, credit card, or cash will be accepted.

Credit Card Policy
The City of Diboll accepts payment by Visa, MasterCard, Discover, and American Express. Per Local Government Code 130.0046 we assess a 3% fee to each transaction

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Bad Check Policy
Any checks returned by the bank for any reason will be subject to a thirty-five ($35.00) returned check fee and will be turned over the County Attorney's office for prosecution.

Cancellation Policy
All cancellations by Event Holder shall be in writing sixty (60) days prior to the Event and effective upon receipt by City of Diboll Facilities Management. City of Diboll shall not be responsible for any consequences monetary or otherwise due to cancellation by Event Holder. The maximum liability of the City to an Event Holder due to cancellation of an Event by the City, regardless of the reason for cancellation, is limited to the fees paid by the Event Holder. Cancellation outside of sixty (60) days of event are subject to a processing fee. Cancellation within sixty (60) days of event are subject to the total forfeiture of the security deposit.

Security Deposit
The Event Holder shall be held responsible for all damages to and any necessary clean-up of the City of Diboll Facilities and property. The Event Holder may be required to post a booking deposit to defray the cost of repairs and clean up at the sole discretion of the City of Diboll. The final invoice will be reduced by the amount of the booking deposit if the facility and property are left in a clean state, key fob is returned, times not exceeded as specified for the event, all rules and regulations were followed during use of the facility, and there are no damages.

Fee Schedule Categories

Standard Rate
Applies to any for profit individual, organization, company or entity.

Non-Profit Rate
Applies to any organization registered with the State of Texas as a non-profit (501(c)(3)) or similar qualifying non-profit entity. These events are charged a reduced base rental rate, subject to applicable surcharges.

Government Rate
Applies to Angelina County/City Government departments (i.e., Law Enforcement, Elections, etc.). Use of the facility will be free of charge, if available.

General Usage Policies

The City of Diboll retains control and management of City of Diboll Facilities at all times, and shall have the right at all times to enforce all rules and regulations described hereto, and shall have the right to eject all persons who fail or refuse to comply with the rules and regulations.

Access during Events
City of Diboll Facilities Management employees responsible for management and maintenance of the facilities shall have the right to access the facilities at any time during any event.

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Advertising

Event holders shall not hang signs, bunting or other advertising materials anywhere on the premises without prior approval of City of Diboll Facilities Management. The City of Diboll does recognize the need for event holders to display sponsor advertising, therefore advertising materials and locations will be determined on an event by event basis.

Alcoholic Beverages

Alcohol is strictly prohibited at all City of Diboll Facilities unless the following criteria are met:

1. Alcohol consumption must be outlined in the Rental Agreement and details determined (such as: location, time, security plan) during planning meetings with Facilities Management. If alcohol is to be consumed on the premises of a City of Diboll facility, Event Holder is required to obtain a current liquor license holder for the facility being used. Event Holders will need to schedule at least 30 days in advance with the Facilities Management.
2. If alcohol is to be SERVED, or otherwise made available in any City of Diboll Facility the following requirements must be met:
    a. Provide a Texas Alcoholic Beverage Commission (TABC) certified bartender of Event Holder choice to distribute alcohol. Copy of all licenses and ID's must be provided to Facilities Management thirty (30) days prior to the Event.
    b. Provide certificate of insurance including host liquor liability as described in the insurance section herein. (See Insurance Requirements)
    c. Provide security plan to Facilities Management for final approval a minimum of 30 days prior to scheduled event. (See Security Policy)
    d. If the Event Holder fails to disclose that alcohol is to be served or otherwise made available as described in numbers 1 through 2 above, the Event Holder, participants, spectators and anyone else involved with the event are subject to removal, citation or arrest at the discretion of the City of Diboll Police Department.
3. CIVIC CENTER
    a. Alcohol SALES will be not be permitted.
    b. BYOB events will be permitted, but will follow the rules and limitations set by the Facilities Management. Cooler size will be limited to 48 quart maximum. Coolers will be limited to personal vehicles, or designated booth space for the event.
    c. Alcohol SERVICE will be permitted with limitations. Only the Event Holder may provide this service and will abide by the same security rules stated above.
    d. No alcohol may leave the building the Event Holder has retained.
    e. Alcohol consumption will be permitted during the hours approved and regulated by the Texas Alcoholic Beverage Commission (TABC) which include:
        - Monday – Friday 7:00 am to 12:15 am
        - Saturday 7:00 am to 1:15 am
        - Sunday 12:00 pm to 12:15 am

4. Any event, where a ticket must be purchased to enter the event, and includes the serving of alcohol (at no additional cost to those attending), must make provision for alcohol to also be available outside the room of the event (at no additional charge). This indicates that a purchase of the event ticket is not required for the consumption of alcohol.

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Animals
Event Holders utilizing a City of Diboll Facility for any activity, in which animals are used or exhibited, shall comply fully with all applicable government agency statutes, laws, ordinances, rules, regulations, and/or order applicable to the humane care and treatment of animals. Event Holder assumes the full responsibility to meet and satisfy all applicable ordinances, laws, rules, regulations, and/or orders as they relate to the needs and rights of those animals, which are under the Event Holder's care and control.

Event Holder is responsible for removing all animal debris including hay and manure from the premises. Failure to meet this requirement may result in an additional clean-up. All animals must be penned, stalled and otherwise confined or under the direct control of owner or handler at all times. Persons keeping animals on the premises must use every care to assure safety of visitors and other facility patrons/personnel. Violation of this policy may result in removal of animals from the premises or Animal Control may be called. As required by Texas Animal Health Commission, negative Coggins certificate must be required for all equines brought into the facility. All other animals must comply with state mandated regulations from the Texas Animal Health Commission.

Animals in the Civic Center Building
No animals will be allowed in the Civic Center building, except service animals, without written permission from Facilities Management.

Candles & Open Flames
Per the International Fire Code Section 308.3, open flames on candles may be used only for a unity candle in religious ceremonies and enclosed tea light candles on table tops. Any other open flame will be allowed at the discretion of the Facilities Management and must comply with Section 308.3. No pyrotechnics inside.

Clean-up Guidelines
Each event differs in clean-up requirements; refer to your contract for details.
Failure to meet the clean-up requirements may result in a clean-up fee or total forfeiture of the security deposit.

Decorations
All decorating plans must be submitted and approved by Facilities Management a minimum of 30 days prior to an event. Regardless of the facility or the type of decorations, the Event Holder must remove all decorating materials immediately following the event. Banners, posters, signs are prohibited for distribution either inside or outside of the facility. No decorations may be hung with nails, thumbtacks, adhesives, or any form of adhesive material on inside walls, woodwork, ceiling, doors, or windows. Nothing may be hung, attached or suspended form any part of the building without express written consent of the Facility Management. Absolutely no glitter or confetti allowed.

Deliveries
Deliveries for Event Holders may not be accepted by City of Diboll employees without prior written approval by Facilities Management.

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Event Marketing
City of Diboll Facility Management employees shall not be responsible for event promotion. The City of Diboll Government logo may not be used on any promotional material without the express written consent of City of Diboll.

Event Staffing
Event Holders shall provide all security, ushers, announcers, ticket takers, clean-up crew and other personnel necessary to conduct the activities described in the Rental Agreement. City of Diboll may be able to provide personnel for limited activities. A City of Diboll Facilities Management employee may be on site or on call while facilities are occupied. This will be determined on an event by event basis and finalized during planning meetings.

Facility Alterations
Event Holders may not undertake any plumbing, electrical, telecommunications, carpentry or mechanical work on any facilities or facility equipment.

Fire Safety Standards
All fire regulations in the Uniform Fire Code as amended and approved by the local jurisdiction shall be strictly observed. The UFC regulates the placement of tables and chairs, decorations, dimensions of all aisles and exits, etc. Facilities Management will work with Event Holder during planning meetings to ensure compliance with the UFC. However, the Event Holder is ultimately responsible for compliance.

Floor / Area Plans
Event Holders shall submit floor / area plans to Facilities Management at least 30 days in advance of event. The plan should include decorations, dimensions of all aisles, booths, table and chair locations, parking areas, loading and unloading areas, etc. Facilities Management will work with each Event Holder on specific needs and requirements to ensure compliance with fire safety standards and facility requirements.

Fog & Smoke Machines
Use of fog or smoke machines is restricted to outside only. Inside use is prohibited.

Food Service / Event Catering
The City of Diboll Facilities Management must be advised of any event which plans to serve food. All food brought into the Civic Center (with the exception of cake) must be catered unless there is prior written approval by Facilities Management. A Cater is defined as an individual or business which has a health certificate and a tax I. D. for serving food. Refer to your contract for details for complete list of kitchen rules and responsibilities. Failure to comply may be subject to the total forfeiture of the security deposit.

General Compliance
Event Holder agrees to comply with all applicable governmental agencies, ordinances and statutes. Event Holder assumes full responsibility for payment of all sales, use, assessments and/or fees in compliance with City of Diboll and the State of Texas.

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Glass Containers
Glass drinking containers are not permitted in any City of Diboll Facility or parking lots, with the exception of individual beverage glasses confined to the building the Event Holder has retained

Guns & Gun Show Policy
Firearms and handguns are prohibited in all areas of the civic center except by specific permission from the Civic Center Director. Exhibitors displaying approved firearms must comply with all federal, state and local laws governing the possession and/or sale of such. Firearms may not be loaded or fired in the interior or exterior of the center, including parking areas.

Individuals possessing a firearm or handgun must leave the premises immediately upon exiting the gun show. Trigger mechanisms must be secured with tie wraps or similar devices. All weapons must be checked at the door before entering and again when exiting the building. This policy does not apply to licensed peace officers or individual licensed under article 2.122 of the Texas Code of Criminal Procedure.

Hazardous Waste
The Event Holder agrees, at all material times Event Holder is on City of Diboll property, not to have in its possession, collect, distribute, dispose, release or otherwise discharge any toxic or hazardous waste as defined by City of Diboll and/ or any applicable laws. In the event the Event Holder shall be in possession of such hazardous or toxic waste, the Event Holder shall immediately notify Facilities Management and the Texas Commission of Environmental Protection as well as the Federal Environmental Protection Agency and such other governmental agency or body as may be required by law, relative to such materials.

Additionally, Event Holder agrees not to dispose of any refuse or empty any fluids on City of Diboll property. In the event the Event Holder, or its agents, vendors, sub licensees, concessionaires or employees dump grease in the facility sewer system, or at locations not authorized by Facilities Management, or shall otherwise violate the provisions of this paragraph, City of Diboll Facilities Management will look to the Event Holder and shall subject the Event Holder to possible fine or penalties, plus any costs incurred by City. Such fine or penalties shall be imposed by Facilities Management for each infraction and Event Holder shall be deemed in material breach of the Rental Agreement and subject to immediate termination of the Rental Agreement and removal from the property.

Health Permit Requirements
When an event involves a temporary food service operation or food demonstration, the Event Holder is responsible for complying with all State Health Department guidelines. The County Health Officer can issue a temporary food service certificate for such events.

Helium Balloons
Helium balloons may not be distributed or sold inside the facility. With prior approval of the Facility Management, helium balloons may be used as decoration when they are permanently attached to other furniture or a display. If helium balloons are released for any reason in the facility, a charge for the removal of the balloons will be assessed to the lessee.

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Holiday Restrictions
City of Diboll Facilities are officially closed on the following holidays: Thanksgiving Day and Christmas Day. Additional costs will be incurred for use during City of Diboll scheduled holiday.

Indemnification
To the fullest extent permitted by law, the Event Holder shall indemnify and hold harmless the City of Diboll, its officers, agents, employees and insurers from and against all claims, damages, losses, expenses and demands, including court costs, attorney's fees and expenses, due to injuries, losses or damages arising out of, resulting from, or in any manner connected with the Events Holder's event, pursuant to the Rental Agreement, if any such injury, loss or damage is caused in whole or in part by, or is claimed to be caused in whole or in part by, the act, omission, error, mistake negligence, other fault of Event Holder, any officer, employee, representative or agent of the Event Holder, anyone directly or indirectly employed by the Event Holder, or anyone for whose acts the Event Holder may be liable; provided, however, that except for worker's or workmen's compensation, disability benefits or other similar employee benefit claims, Event Holder is not obligated to indemnify the City of Diboll hereunder for that portion of any claims, damages, losses, demands and expenses arising out of or resulting from any grossly negligent act or omission of the City of Diboll, or its officers, agents or employees.

Event Holder's indemnification obligation hereunder shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this section.

With respect to any and all claims against the City of Diboll or any of their officers, employees or agents by any employee of Events Holder or anyone directly or indirectly employed by Event Holder, or anyone for whose acts Event Holder may be liable, the indemnification obligation described above shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Event Holder, under worker's or workmen's compensation acts, disability benefit acts, or other employee benefit acts.

Insurance Requirements
Certificate of Insurance: The Event Holder, depending on the nature of the event, may be required to procure and maintain, at its own expense, insurance with insurers with an A- or better rating as determined by Best's Key Rating Guide, the following policy of insurance: Commercial General Liability Insurance/General Liability Insurance. Said insurance will provide limits as indicated in the contractual agreement for the specific building facility and event.

Intellectual Property
Event Holder will assume all costs, expenses and damages arising from the use of patented, trademarked, franchised or copyrighted music, materials, devices, processes or dramatic rights used at or incorporated in the Event. Event Holder agrees to indemnify, defend and hold City of Diboll, its officers, agents, and employees harmless from any claims or costs, including legal fees, which might arise from use of any such material. The City of Diboll Government logo may not be used on any promotional material without the express written consent of City of Diboll.

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Key Fob Distribution
Facility keys distribution will be arranged during event planning meetings. Loss of keys may result in the expense on the Event Holders part to re-key the facility.

Liability Limitations of Parking
City of Diboll shall not be responsible for fire, theft, damage to or loss of vehicles or articles left therein parked on City of Diboll property. Event Holders are responsible for requesting designated parking. Guests of a City of Diboll Facility who park in any non-designated area do so at their own risk and may be ticketed or towed at their own expense.

Lost or Stolen Articles
City of Diboll shall not be responsible, under any circumstances, for property of the Event Holder while on a City of Diboll Facility premises. City of Diboll Facility Management will accept lost and found articles for distribution during normal business hours.

In addition, City of Diboll Facility Management is not responsible for any loss of articles or equipment left unattended in any facility. The usage of security personnel when such equipment or articles are left in buildings or in a County Facility shall be the responsibility of the Event Holder. All articles, equipment, exhibits, displays or materials shall be brought into the facilities only at such hours as designated by the Rental Agreement. Event Holder assumes all responsibility for any goods or material, which may be placed in County's storage before, during, or after an Event.

No Smoking
Smoking and vaping are prohibited in all enclosed areas without exception. Smoking refers to the use of traditional tobacco products. Vaping refers to the use of electronic nicotine delivery systems or electronic smoking devices. Persons must maintain a distance of 20 feet from all entrances.

Open Carrying of Firearms
The carrying of firearms is pursuant to current Texas Statute.

Parking Lots and Roadways
Multiple Events may be conducted simultaneously at City of Diboll Facilities. It is the Event Holder's responsibility to coordinate with Facilities Management on parking area assignments. Fire lanes must be kept open for police, fire, ambulance and other emergency units as well as for City maintenance workers. Parking lots are subject to availability.

Photos
City of Diboll Facilities Management may take photos of public events held at City of Diboll Facilities. These photos shall be the property of City of Diboll and may be used by City of Diboll Facilities Management for educational or promotional materials.

Planning Meeting
As deemed necessary by Facilities Management, planning meetings will be conducted for certain events. These meetings shall be scheduled on an agreed upon date and time. All planning meetings must take place no later than thirty (30) days prior to Event Holder's scheduled Event.

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Reservations
Event Holders must contact City of Diboll Facilities Management to determine date availability and complete a Rental Agreement. There is no guarantee of availability until a signed Rental Agreement is completed and a security deposit paid.

Sales Tax Collection
Event Holders and Event Holder vendors are responsible for payment of all sales, use, assessments and/or fees in compliance with City of Diboll, the State of Texas. It is the Event Holders and/or the Event Holder vendors, responsibility to collect and submit payment.

Security Policy
City of Diboll Facilities Management has the right to require security at any Event. Facilities Management determine Event security needs. Security is required at all events with alcohol. The Event Holder will be responsible for contracting and paying security. All Event security plans must be submitted and approved by Facilities Management a minimum of thirty (30) days prior to an Event. Security plan must meet the following criteria:

1. Security Officer(s) must be scheduled to arrive thirty (30) minutes prior to the event.
2. One (1) Security Officer is required per one-hundred (100) guests.
3. Security Officer(s) will remain onsite until the event is complete and all guests have left the property. It is up to the discretion of Security as to the number of officers needed as the event ends and cleanup begins.
4. Security officer(s) must be TCLEOSE certified and have a commission held by a credited agency on a full time basis to work security for any City of Diboll facility. Copy of all licenses and ID's must be provided to Facilities Management thirty (30) days prior to the Event.

Sub-Leasing
Sub-Leasing is not available. If sub-leasing is reported, Event Holder contract will be immediately terminated.

Time of Events – Operating Hours
The City of Diboll reserves the right to regulate the time, place and manner of proposed activities in its facilities after considering all applicable factors and interests. No event can last longer than 1:15 am and all persons including Event Holder must leave the Facility property at 1:15 am unless otherwise approved by a majority vote of the City of Diboll City Council.

Use of or Loss of City Equipment
Without prior coordination and agreement of Facilities Management, Event Holders shall not operate City-owned equipment including sound, lighting, or projection equipment without the express written consent of City of Diboll Facilities Management. No equipment from a City of Diboll facility many be rented, loaned or removed. Additionally, Event Holder shall not dispose of in any manner equipment or materials owned by City of Diboll Government.

Use Restrictions
City of Diboll Government and/or City of Diboll Facilities Management may refuse Event bookings when it is their opinion that the Event may cause undue or unusual damage to the facilities or that may violate local, state or federal laws, rules or regulations. City of Diboll Government and/or City of Diboll

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Facilities Management may refuse Event bookings when it is their opinion that a requested Event conflicts with a similar Event previously scheduled on the premises. Once a Rental Agreement has been signed and executed and deposit has been paid in full to the City of Diboll, the City may, in its sole discretion, agree not to schedule a like Event on any part of the grounds during the same period of time as that scheduled by the Event Holder.

The Facility Management reserves the right to refuse any individual or group the privilege of using the facilities due to abuse of any facility policy, including but not limited to:

1. Past violations of the facility rental contract and/or policies
2. Past disregard for persons or property while using the facility
3. Past conduct which is deemed to be of an inappropriate manner
4. Failure to make full payment for any and all charges connected with renters use of facility

City of Diboll Facilities Management rental policies and procedures are subject to periodic review. The policies and procedures in place at the time of the signing of the Rental Agreement will govern.

Limitation of Liabilities

Notwithstanding anything herein to the contrary, City of Diboll will not be liable for any indirect, incidental, special, consequential damages, or damages resulting from the use of the City of Diboll facilities, however arising, including failure of voice or data lines, even if City of Diboll has been advised of the possibility of such damages. City of Diboll liability will in no Event exceed the amount received under this agreement for damages arising out of, relating to, or in any way connected with the Rental Agreement. Users of City of Diboll facilities are advised to procure Event cancellation insurance.

City of Diboll will not assume liability for cancellation due to emergencies or unforeseen circumstances. Recovery under such circumstances shall be limited to the amount of rental fees paid under the Rental Agreement.

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Exhibit "A"

City of Diboll Facilities Management Fee Schedule

Security Deposit		$400.00
Standard Rental Rates		
Monday - Thursday	8:00 am – 1:15am	$300.00
Friday	8:00 am – 1:15am	$400.00
Saturday	8:00 am – 1:15am	$1100.00
Sunday	12:00 pm –10:00 pm	$300.00
Non-Profit Rental Rates		
Monday - Thursday	8:00 am – 1:15am	$300.00
Friday	8:00 am – 1:15am	$300.00
Saturday	8:00 am – 1:15am	$500.00
Sunday	12:00 pm –10:00 pm	$300.00
Government Rental Rate		
Monday - Thursday	8:00 am – 1:15am	$150.00
Friday	8:00 am – 1:15am	$150.00
Saturday	8:00 am – 1:15am	$500.00
Sunday	12:00 pm –10:00 pm	$150.00
Clean up Fee		$400.00
Returned Check Fee		$35.00
Processing Fee		$50.00
Equipment		
Bleachers		$100.00
Stage		$100.00
Sound Equipment		$100.00
LCD Projector w/ retractable screen		
Lighting Equipment		
Tables, Chairs		$0.00

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LOTTIE & ARTHUR TEMPLE CIVIC CENTER

DIBOLL, TEXAS

601 Dennis Street
Diboll Texas 75941
Phone 936-829-4757
Fax 936-829-1179

2022 Rental Packet

Contract No: 2022-_____

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Facility Information

The Lottie & Arthur Temple Civic Center provides a meeting place for a variety of gatherings such as dances, conferences, vendor shows, luncheons, and even weddings. Whether you are hosting a small business meeting or a large social affair, our 5,376 sqft. facility, with flexible room configurations and fluorescent and recess lighting, is sure to fit your space requirements. Our facility includes a 2,900 sqft. stage/dance floor area and offers planners a wide variety of set-up choices, while providing specific equipment at no extra charge.

Additional accommodations include, some fees may apply:

- Large commercial grade kitchen equipped with stainless steel appliances, including an ice machine, side by side refrigerator/freezer combo, microwave, conventional oven, deep commercial sinks, warmer oven, Bunn coffee pot and lots of counter space.
- A dressing room with vanity style mirrors, sink and secluded stall.
- State of the art sound system including CD changer, ipod/iphone dock and wireless microphones, both hand held and lapelled.
- Ceiling mount LCD Projector with a 16' X 20' retractable screen compatible with included DVD player or computer connection for any video needs.
- Guest Wi-Fi

Facility Occupancy

CODE ALLOWABLE MAXIMUM OCCUPANCY	
Assembly without tables or chairs	999 Occupants
Assembly with tables and chairs	500 Occupants
Assembly with chairs only	828 Occupants

Note: Maximum Occupancy is subject to change without notice.

Payment Policies

Unless otherwise noted, rates are set forth in the following City of Diboll Facilities Management Fee Schedule per City of Diboll Code of Ordinances.

Security Deposit		$400.00
Standard Rental Rates		
Monday - Thursday	8:00 am – 1:15am	$300.00
Friday	8:00 am – 1:15am	$400.00
Saturday	8:00 am – 1:15am	$1100.00
Sunday	12:00 pm – 10:00pm	$300.00
Non-Profit Rental Rates		
Monday - Thursday	8:00 am – 1:15am	$300.00

Contract No: 2022-_____ INITIAL: _____

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Friday	8:00 am – 1:15am	$300.00
Saturday	8:00 am – 1:15am	$500.00
Sunday	12:00 pm – 10:00pm	$300.00

Government Rental Rate

Monday - Thursday	8:00 am – 1:15am	$150.00
Friday	8:00 am – 1:15am	$150.00
Saturday	8:00 am – 1:15am	$500.00
Sunday	12:00 pm – 10:00pm	$150.00

Clean up Fee	$400.00
Returned Check Fee	$35.00
Processing Fee	$50.00

Equipment

Bleachers	$100.00
Stage	$100.00
Sound Equipment	$100.00
LCD Projector w/ retractable screen	
Lighting Equipment	
Tables, Chairs	$0.00

Rental Policy

All Event Holders shall be subject to a rental fee and pay a non-refundable security deposit at the time of booking an Event. The security deposit shall be due and payable at the time of booking an Event in order to preserve the requested date. The balance of the rental fee must be paid in full at least thirty (30) days prior to any event. If full payment is not received thirty (30) days prior to event, event will automatically be cancelled and any moneys paid will be forfeited. Money order, cashier's check, personal or corporate check, credit card, or cash will be accepted.

Credit Card Policy

The City of Diboll accepts payment by Visa, MasterCard, Discover, and American Express. Per Local Government Code 130.0046 we assess a 3% fee to each transaction

Bad Check Policy

Any checks returned by the bank for any reason will be subject to a thirty-five ($35.00) returned check fee and will be turned over the County Attorney's office for prosecution.

Cancellation Policy

All cancellations by Event Holder shall be in writing sixty (60) days prior to the Event and effective upon receipt by City of Diboll Facilities Management. City of Diboll shall not be responsible for any consequences monetary or otherwise due to cancellation by Event Holder. The maximum liability of

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the City to an Event Holder due to cancellation of an Event by the City, regardless of the reason for cancellation, is limited to the fees paid by the Event Holder. Cancellation outside of sixty (60) days of event are subject to a processing fee. Cancellation within sixty (60) days of event are subject to the total forfeiture of the security deposit.

Security Deposit
The Event Holder shall be held responsible for all damages to and any necessary clean-up of the City of Diboll Facilities and property. The Event Holder may be required to post a booking deposit to defray the cost of repairs and clean up at the sole discretion of the City of Diboll. The final invoice will be reduced by the amount of the booking deposit if the facility and property are left in a clean state, key fob is returned, times not exceeded as specified for the event, all rules and regulations were followed during use of the facility, and there are no damages.

Fee Schedule Categories

Standard Rate
Applies to any for profit individual, organization, company or entity.

Non-Profit Rate
Applies to any organization registered with the State of Texas as a non-profit (501(c)(3)) or similar qualifying non-profit entity. These events are charged a reduced base rental rate, subject to applicable surcharges.

Government Rate
Applies to Angelina County/City Government departments (i.e., Law Enforcement, Elections, etc.).

General Usage Policies

The City of Diboll retains control and management of City of Diboll Facilities at all times, and shall have the right at all times to enforce all rules and regulations described hereto, and shall have the right to eject all persons who fail or refuse to comply with the rules and regulations.

Access during Events
City of Diboll Facilities Management employees responsible for management and maintenance of the facilities shall have the right to access the facilities at any time during any event.

Advertising
Event holders shall not hang signs, bunting or other advertising materials anywhere on the premises without prior approval of City of Diboll Facilities Management. The City of Diboll does recognize the need for event holders to display sponsor advertising, therefore advertising materials and locations will be determined on an event by event basis.

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Alcoholic Beverages

Alcohol is strictly prohibited at all City of Diboll Facilities unless the following criteria are met:

1. Alcohol consumption must be outlined in the Rental Agreement and details determined (such as: location, time, security plan) during planning meetings with Facilities Management. If alcohol is to be consumed on the premises of a City of Diboll facility, Event Holder is required to obtain a current liquor license holder for the facility being used. Event Holders will need to schedule at least 30 days in advance with the Facilities Management.
2. If alcohol is to be SERVED, or otherwise made available in any City of Diboll Facility the following requirements must be met:
    a. Provide a Texas Alcoholic Beverage Commission (TABC) certified bartender of Event Holder choice to distribute alcohol. Copy of all licenses and ID's must be provided to Facilities Management thirty (30) days prior to the Event.
    b. Provide security plan to Facilities Management for final approval a minimum of 30 days prior to scheduled event. (See Security Policy)
    c. If the Event Holder fails to disclose that alcohol is to be sold, served or otherwise made available as described in numbers 1 through 3 above, the Event Holder, participants, spectators and anyone else involved with the event are subject to removal, citation or arrest at the discretion of the City of Diboll Police Department.
3. CIVIC CENTER
    a. Alcohol SALES will be prohibited.
    b. BYOB events will be permitted, but will follow the rules and limitations set by the Facilities Management. Cooler size will be limited to 48 quart maximum. Coolers will be limited to personal vehicles, or designated booth space for the event.
    c. Alcohol SERVICE will be permitted with limitations. Only the Event Holder may provide this service and will abide by the same security rules stated above.
    d. No alcohol may leave the building the Event Holder has retained.
    e. Alcohol consumption will be permitted during the hours approved and regulated by the Texas Alcoholic Beverage Commission (TABC) which include:
        - Monday – Friday 7:00 am to 12:15 am
        - Saturday 7:00 am to 1:15 am
        - Sunday 12:00 pm to 12:15 am
4. Any event, where a ticket must be purchased to enter the event, and includes the serving of alcohol (at no additional cost to those attending), must make provision for alcohol to also be available outside the room of the event (at no additional charge). This indicates that a purchase of the event ticket is not required for the consumption of alcohol.

Animals

Event Holders utilizing a City of Diboll Facility for any activity, in which animals are used or exhibited, shall comply fully with all applicable government agency statutes, laws, ordinances, rules, regulations, and/or order applicable to the humane care and treatment of animals. Event Holder assumes the full responsibility to meet and satisfy all applicable ordinances, laws, rules, regulations, and/or orders as they relate to the needs and rights of those animals, which are under the Event Holder's care and control.

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Event Holder is responsible for removing all animal debris including hay and manure from the premises. Failure to meet this requirement may result in an additional clean-up. All animals must be penned, stalled and otherwise confined or under the direct control of owner or handler at all times. Persons keeping animals on the premises must use every care to assure safety of visitors and other facility patrons/personnel. Violation of this policy may result in removal of animals from the premises or Animal Control may be called. As required by Texas Animal Health Commission, negative Coggins certificate must be required for all equines brought into the facility. All other animals must comply with state mandated regulations from the Texas Animal Health Commission.

Animals in the Civic Center Building

No animals will be allowed in the Civic Center building, except service animals, without written permission from Facilities Management.

Candles & Open Flames

Per the International Fire Code Section 308.3, open flames on candles may be used only for a unity candle in religious ceremonies and enclosed tea light candles on table tops. Any other open flame will be allowed at the discretion of the Facilities Management and must comply with Section 308.3. No pyrotechnics inside.

Clean-up Guidelines

Each event differs in clean-up requirements; refer to your contract for details.
Failure to meet the clean-up requirements may result in a clean-up fee or total forfeiture of the security deposit.

Decorations

All decorating plans must be submitted and approved by Facilities Management a minimum of 30 days prior to an event. Regardless of the facility or the type of decorations, the Event Holder must remove all decorating materials immediately following the event. Banners, posters, signs are prohibited for distribution either inside or outside of the facility. No decorations may be hung with nails, thumbtacks, adhesives, or any form of adhesive material on inside walls, woodwork, ceiling, doors, or windows. Nothing may be hung, attached or suspended form any part of the building without express written consent of the Facility Management. Absolutely no glitter or confetti allowed.

Deliveries

Deliveries for Event Holders may not be accepted by City of Diboll employees without prior written approval by Facilities Management.

Event Marketing

City of Diboll Facility Management employees shall not be responsible for event promotion. The City of Diboll Government logo may not be used on any promotional material without the express written consent of City of Diboll.

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Event Staffing
Event Holders shall provide all security, ushers, announcers, ticket takers, clean-up crew and other personnel necessary to conduct the activities described in the Rental Agreement. City of Diboll may be able to provide personnel for limited activities. A City of Diboll Facilities Management employee may be on site or on call while facilities are occupied. This will be determined on an event by event basis and finalized during planning meetings.

Facility Alterations
Event Holders may not undertake any plumbing, electrical, telecommunications, carpentry or mechanical work on any facilities or facility equipment.

Fire Safety Standards
All fire regulations in the Uniform Fire Code as amended and approved by the local jurisdiction shall be strictly observed. The UFC regulates the placement of tables and chairs, decorations, dimensions of all aisles and exits, etc. Facilities Management will work with Event Holder during planning meetings to ensure compliance with the UFC. However, the Event Holder is ultimately responsible for compliance.

Floor / Area Plans
Event Holders shall submit floor / area plans to Facilities Management at least 30 days in advance of event. The plan should include decorations, dimensions of all aisles, booths, table and chair locations, parking areas, loading and unloading areas, etc. Facilities Management will work with each Event Holder on specific needs and requirements to ensure compliance with fire safety standards and facility requirements.

Fog & Smoke Machines
Use of fog or smoke machines is restricted to outside only. Inside use is prohibited.

Food Service / Event Catering
The City of Diboll Facilities Management must be advised of any event which plans to serve food. All food brought into the Civic Center (with the exception of cake) must be catered unless there is prior written approval by Facilities Management. A Cater is defined as an individual or business which has a health certificate and a tax I. D. for serving food. Refer to your contract for details for complete list of kitchen rules and responsibilities. Failure to comply may be subject to the total forfeiture of the security deposit.

General Compliance
Event Holder agrees to comply with all applicable governmental agencies, ordinances and statutes. Event Holder assumes full responsibility for payment of all sales, use, assessments and/or fees in compliance with City of Diboll and the State of Texas.

Glass Containers
Glass drinking containers are not permitted in any City of Diboll Facility or parking lots, with the exception of individual beverage glasses confined to the building the Event Holder has retained

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Guns & Gun Show Policy
Firearms and handguns are prohibited in all areas of the civic center except by specific permission from the Civic Center Director. Exhibitors displaying approved firearms must comply with all federal, state and local laws governing the possession and/or sale of such. Firearms may not be loaded or fired in the interior or exterior of the center, including parking areas.

Individuals possessing a firearm or handgun must leave the premises immediately upon exiting the gun show. Trigger mechanisms must be secured with tie wraps or similar devices. All weapons must be checked at the door before entering and again when exiting the building. This policy does not apply to licensed peace officers or individual licensed under article 2.122 of the Texas Code of Criminal Procedure.

Hazardous Waste
The Event Holder agrees, at all material times Event Holder is on City of Diboll property, not to have in its possession, collect, distribute, dispose, release or otherwise discharge any toxic or hazardous waste as defined by City of Diboll and/ or any applicable laws. In the event the Event Holder shall be in possession of such hazardous or toxic waste, the Event Holder shall immediately notify Facilities Management and the Texas Commission of Environmental Protection as well as the Federal Environmental Protection Agency and such other governmental agency or body as may be required by law, relative to such materials.

Additionally, Event Holder agrees not to dispose of any refuse or empty any fluids on City of Diboll property. In the event the Event Holder, or its agents, vendors, sub licensees, concessionaires or employees dump grease in the facility sewer system, or at locations not authorized by Facilities Management, or shall otherwise violate the provisions of this paragraph, City of Diboll Facilities Management will look to the Event Holder and shall subject the Event Holder to possible fine or penalties, plus any costs incurred by City. Such fine or penalties shall be imposed by Facilities Management for each infraction and Event Holder shall be deemed in material breach of the Rental Agreement and subject to immediate termination of the Rental Agreement and removal from the property.

Health Permit Requirements
When an event involves a temporary food service operation or food demonstration, the Event Holder is responsible for complying with all State Health Department guidelines. The County Health Officer can issue a temporary food service certificate for such events.

Helium Balloons
Helium balloons may not be distributed or sold inside the facility. With prior approval of the Facility Management, helium balloons may be used as decoration when they are permanently attached to other furniture or a display. If helium balloons are released for any reason in the facility, a charge for the removal of the balloons will be assessed to the lessee.

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Holiday Restrictions
City of Diboll Facilities are officially closed on the following holidays: Thanksgiving Day and Christmas Day. Additional costs will be incurred for use during City of Diboll scheduled holiday.

Indemnification
To the fullest extent permitted by law, the Event Holder shall indemnify and hold harmless the City of Diboll, its officers, agents, employees and insurers from and against all claims, damages, losses, expenses and demands, including court costs, attorney's fees and expenses, due to injuries, losses or damages arising out of, resulting from, or in any manner connected with the Events Holder's event, pursuant to the Rental Agreement, if any such injury, loss or damage is caused in whole or in part by, or is claimed to be caused in whole or in part by, the act, omission, error, mistake negligence, other fault of Event Holder, any officer, employee, representative or agent of the Event Holder, anyone directly or indirectly employed by the Event Holder, or anyone for whose acts the Event Holder may be liable; provided, however, that except for worker's or workmen's compensation, disability benefits or other similar employee benefit claims, Event Holder is not obligated to indemnify the City of Diboll hereunder for that portion of any claims, damages, losses, demands and expenses arising out of or resulting from any grossly negligent act or omission of the City of Diboll, or its officers, agents or employees.

Event Holder's indemnification obligation hereunder shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this section.

With respect to any and all claims against the City of Diboll or any of their officers, employees or agents by any employee of Events Holder or anyone directly or indirectly employed by Event Holder, or anyone for whose acts Event Holder may be liable, the indemnification obligation described above shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Event Holder, under worker's or workmen's compensation acts, disability benefit acts, or other employee benefit acts.

Insurance Requirements
Certificate of Insurance: The Event Holder, depending on the nature of the event, may be required to procure and maintain, at its own expense, insurance with insurers with an A- or better rating as determined by Best's Key Rating Guide, the following policy of insurance: Commercial General Liability Insurance/General Liability Insurance. Said insurance will provide limits as indicated in the contractual agreement for the specific building facility and event.

Intellectual Property
Event Holder will assume all costs, expenses and damages arising from the use of patented, trademarked, franchised or copyrighted music, materials, devices, processes or dramatic rights used at or incorporated in the Event. Event Holder agrees to indemnify, defend and hold City of Diboll, its officers, agents, and employees harmless from any claims or costs, including legal fees, which might arise from use of any such material. The City of Diboll Government logo may not be used on any promotional material without the express written consent of City of Diboll.

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Key Fob Distribution
Facility keys distribution will be arranged during event planning meetings. Loss of keys may result in the expense on the Event Holders part to re-key the facility.

Liability Limitations of Parking
City of Diboll shall not be responsible for fire, theft, damage to or loss of vehicles or articles left therein parked on City of Diboll property. Event Holders are responsible for requesting designated parking. Guests of a City of Diboll Facility who park in any non-designated area do so at their own risk and may be ticketed or towed at their own expense.

Lost or Stolen Articles
City of Diboll shall not be responsible, under any circumstances, for property of the Event Holder while on a City of Diboll Facility premises. City of Diboll Facility Management will accept lost and found articles for distribution during normal business hours.

In addition, City of Diboll Facility Management is not responsible for any loss of articles or equipment left unattended in any facility. The usage of security personnel when such equipment or articles are left in buildings or in a County Facility shall be the responsibility of the Event Holder. All articles, equipment, exhibits, displays or materials shall be brought into the facilities only at such hours as designated by the Rental Agreement. Event Holder assumes all responsibility for any goods or material, which may be placed in County's storage before, during, or after an Event.

No Smoking
Smoking and vaping are prohibited in all enclosed areas without exception. Smoking refers to the use of traditional tobacco products. Vaping refers to the use of electronic nicotine delivery systems or electronic smoking devices. Persons must maintain a distance of 20 feet from all entrances.

Open Carrying of Firearms
The carrying of firearms is pursuant to current Texas Statute.

Parking Lots and Roadways
Multiple Events may be conducted simultaneously at City of Diboll Facilities. It is the Event Holder's responsibility to coordinate with Facilities Management on parking area assignments. Fire lanes must be kept open for police, fire, ambulance and other emergency units as well as for City maintenance workers. Parking lots are subject to availability.

Photos
City of Diboll Facilities Management may take photos of public events held at City of Diboll Facilities. These photos shall be the property of City of Diboll and may be used by City of Diboll Facilities Management for educational or promotional materials.

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Planning Meeting
As deemed necessary by Facilities Management, planning meetings will be conducted for certain events. These meetings shall be scheduled on an agreed upon date and time. All planning meetings must take place no later than thirty (30) days prior to Event Holder's scheduled Event.

Reservations
Event Holders must contact City of Diboll Facilities Management to determine date availability and complete a Rental Agreement. There is no guarantee of availability until a signed Rental Agreement is completed and a security deposit paid.

Sales Tax Collection
Event Holders and Event Holder vendors are responsible for payment of all sales, use, assessments and/or fees in compliance with City of Diboll, the State of Texas. It is the Event Holders and/or the Event Holder vendors, responsibility to collect and submit payment.

Security Policy
City of Diboll Facilities Management has the right to require security at any Event. Facilities Management determine Event security needs. Security is required at all events with alcohol. The Event Holder will be responsible for contracting and paying security. All Event security plans must be submitted and approved by Facilities Management a minimum of thirty (30) days prior to an Event. Security plan must meet the following criteria:

1. Security Officer(s) must be scheduled to arrive thirty (30) minutes prior to the event.
2. One (1) Security Officer is required per one-hundred (100) guests.
3. Security Officer(s) will remain onsite until the event is complete and all guests have left the property. It is up to the discretion of Security as to the number of officers needed as the event ends and cleanup begins.
4. Security officer(s) must be TCLEOSE certified and have a commission held by a credited agency on a full time basis to work security for any City of Diboll facility. Copy of all licenses and ID's must be provided to Facilities Management thirty (30) days prior to the Event.

Sub-Leasing
Sub-Leasing is not available. If sub-leasing is reported, Event Holder contract will be immediately terminated.

Time of Events – Operating Hours
The City of Diboll reserves the right to regulate the time, place and manner of proposed activities in its facilities after considering all applicable factors and interests. No event can last longer than 1:15 am and all persons including Event Holder must leave the Facility property at 1:15 am unless otherwise approved by a majority vote of the City of Diboll City Council.

Use of or Loss of City Equipment
Without prior coordination and agreement of Facilities Management, Event Holders shall not operate City-owned equipment including sound, lighting, or projection equipment without the express written consent of City of Diboll Facilities Management. No equipment from a City of Diboll facility many be

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rented, loaned or removed. Additionally, Event Holder shall not dispose of in any manner equipment or materials owned by City of Diboll Government.

Use Restrictions

City of Diboll Government and/or City of Diboll Facilities Management may refuse Event bookings when it is their opinion that the Event may cause undue or unusual damage to the facilities or that may violate local, state or federal laws, rules or regulations. City of Diboll Government and/or City of Diboll Facilities Management may refuse Event bookings when it is their opinion that a requested Event conflicts with a similar Event previously scheduled on the premises. Once a Rental Agreement has been signed and executed and deposit has been paid in full to the City of Diboll, the City may, in its sole discretion, agree not to schedule a like Event on any part of the grounds during the same period of time as that scheduled by the Event Holder.

The Facility Management reserves the right to refuse any individual or group the privilege of using the facilities due to abuse of any facility policy, including but not limited to:

1. Past violations of the facility rental contract and/or policies
2. Past disregard for persons or property while using the facility
3. Past conduct which is deemed to be of an inappropriate manner
4. Failure to make full payment for any and all charges connected with renters use of facility

City of Diboll Facilities Management rental policies and procedures are subject to periodic review. The policies and procedures in place at the time of the signing of the Rental Agreement will govern.

Limitation of Liabilities

Notwithstanding anything herein to the contrary, City of Diboll will not be liable for any indirect, incidental, special, consequential damages, or damages resulting from the use of the City of Diboll facilities, however arising, including failure of voice or data lines, even if City of Diboll has been advised of the possibility of such damages. City of Diboll liability will in no Event exceed the amount received under this agreement for damages arising out of, relating to, or in any way connected with the Rental Agreement. Users of City of Diboll facilities are advised to procure Event cancellation insurance.

City of Diboll will not assume liability for cancellation due to emergencies or unforeseen circumstances. Recovery under such circumstances shall be limited to the amount of rental fees paid under the Rental Agreement.

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Security Officer Information

Name: _____

Agency: _____

Badge/License Number: _____

By signing below, you understand that you must be TCLEOSE certified and have your commission held by a credited agency on a full time basis to work security for the Lottie & Arthur Temple Civic Center. While working events you are contracted through the renter and are not the responsibility of the Civic Center. You have been given, read and understand the security guidelines and policies.

_____ _____
Officer Signature Date

_____ _____
Civic Center Representative Date

For Office Use Only:

Copy of agency ID card

Event: _____ ***Date:*** _____

Civic Center Representative Initials: _____

Contract No: 2022-_____ INITIAL: _____

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Release of Liability

To the extent allowed by the State of Texas, client agrees to defend, indemnify, and hold harmless Center (City of Diboll and The Lottie & Arthur Temple Civic Center, their agents, representatives and employees), each severally and separately, from and against any and all liabilities, demands, claims, damages, losses, costs and expense of any kind or nature whatsoever, including without limitation any and all costs of defense, made against or incurred or suffered by Center, and such indemnities as a direct or indirect result or consequence of injury, sickness, illness, or harm, any other cause of action whatsoever arising out of, resulting from, or which would not have occurred but for this Agreement or Client's use of the premises, facilities or equipment of Center. Client further agrees to release and acquit Center, its agents, representatives and employees, from and against any and all liabilities, demands, claims, damages, losses, costs and expense of any kind or nature whatsoever, including those enumerated herein above. This includes any and all companies/individual contractors that are contracted through renter. (This includes Caterer, Decorator, Event Planner, Band, DJ and Bakeries.)

_____ _____

Print Date

_____

Signature

_____ _____

Civic Center Representative Date

Contract No: 2022-_____ INITIAL: _____

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The civic center is happy to provide an extra touch to your event. We will utilize the marquee sign, located on FM1818 to showcase your event. We cannot guarantee that all of what you want displayed on the sign will be able to appear due to letter quantity and space. We will try to display your event sign as far in advance as possible. We only guarantee that it will be up by the day of your scheduled event.

Line #1: _____

Line #2: _____

Line #3: _____

Line #4: _____

Line #5: _____

Suggestions and Examples:

Happy Birthday
Sarah
Oct. 15

Feliz Quince Anos
Priscilla
Oct. 25th 4-9pm

It's a boy!
Baby Shower
In honor of Diana Smith
Aug. 15 2-4pm

Shamrock Bingo
Sat. April 7th
Doors open at 5:30
Cards $1/ea

Felicidades
Juan Y Sandra
July 14, 2010

Parenting Conference
By: Cornerstone Church
Sunday, Feb. 14th
6-8pm

Contract No: 2022-_____ INITIAL: _____

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Cleaning Checklist

- ☐ Remove all Personal Items
- ☐ Remove all Decorations including sequins
- ☐ Pick up and remove all food and trash from cans, floor, and carpet
- ☐ Wipe down all counters
- ☐ Wash out kitchen sinks and remove any and all trash or food from drain.
    - We do not have a food disposal, any food or solids forced or left in sinks will be subject of loss deposit and/or billed for plumbing services.
- ☐ Wipe down all tables & chairs
- ☐ Put all tables & chairs away
    - Round tables behind the curtain
    - Rectangle tables in the hall along the kitchen
    - Stack chairs 10 high
- ☐ Mop Kitchen Floor
- ☐ Sweep entire Lobby
- ☐ Take out all trash including from restroom stalls and kitchen all trash is to be disposed in dumpsters provided at rear of facility
- ☐ Make sure all toilets are flushed and clean, free of bodily fluids or substances.
- ☐ Make sure the outside of the facility has been cleaned including any trash along the driveway to facility
- ☐ Return all kitchen items to kitchen: carts, coffee maker, ice scoop, etc…
- ☐ Return all Microphones to Staff
- ☐ Turn off all lights, fans, electronics, & appliances
- ☐ Remove all animal debris including but not limited to hay and manure from the premises including parking lot

IF ANY OF THE ABOVE IS NOT DONE YOUR DEPOSIT WILL BE HELD

Date: ____/_____/____

Signature: _____

Contract No: 2022-_____ INITIAL: _____

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Lottie and Arthur Temple Civic Center
Rental Agreement

Lessee:_____

Address:_____City:_____State:_____Zip:_____

Contact #_____Email # _____

Driver's License State: _____ Number:_____ DOB ___/___/_____

Date of Event: ___/___/_____ ___/___/_____ ___/___/_____ ___/___/_____

Time of Event:_____am/pm to _____am/pm

Type of Event:_____

Approximate number of guests:_____

Alcohol YES / NO Security YES / NO

CONTRACT PRICING

Deposit				**$400.00**
Standard Rental Rates				
	Monday-Thursday	8am – 1:15am	$300.00	
	Friday	8am – 1:15am	$400.00	
	Saturday	8am – 1:15am	$1100.00	
	Sunday	12pm – 10pm	$300.00	
Amenities				
	Bleachers		$100.00	
	Stage		$100.00	
	Sound Equipment		$100.00	
	LCD Projector w/ retractable screen			
	Lighting Equipment			

TOTAL _____

Contract No: 2022-_____ INITIAL: _____

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Special Requests _____

_____

_____

_____

_____

I have been provided a copy of the rental packet and have read and understand the guidelines, policies, procedures, rules & regulations provided. I understand that if I do not abide by the regulations that have been given and explained to me, I am subject to losing all deposits paid and/or forfeiture of my event. By signing below I am in agreement and take full responsibility for meeting all policies and for any damages at the civic center during my event.

To the fullest extent permitted by law, the renter shall indemnify, and hold harmless the City of Diboll from and against any claims, damages, losses, or expenses, including but not limited to attorney fees, which arise out of or in any way relate to, any and all personal injury, death and /or property damage in connection with their use of the Lottie and Arthur Temple Civic Center. This includes any act or omission by the City or any of the City's representatives, and employees of the City of Diboll.

_____ _____

Print Date

_____

Signature

_____ _____

Civic Center Representative Date

Thank you for choosing our facility.

Contract No: 2022-_____ INITIAL: _____

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RESOLUTON NO. 2022-03-002

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DIBOLL, TEXAS, AUTHORIZING THE MAYOR TO EXECUTE SETTLEMENT RELEASE DOCUMENTS WITH PHARMACEUTICAL MANUFACTURERS ENDO HEALTH SOLUTIONS INC., ENDO PHARMACEUTICALS INC., ENDO INTERNATIONAL PLC, PAR PHARMACEUTICAL, INC., AND PAR PHARMACEUTICAL COMPANIES, INC. ("ENDO") AND TEVA ("TEVA"), AS ADDITIONAL SETTLING PARTIES WITHIN THE NATIONAL OPIOID SETTLEMENT PARTICIPATION PREVIOUSLY AUTHORIZED BY THE CITY.

WHEREAS, the City of Diboll, Texas (the "City"), duly authorized participation in the opioid settlement and adopted the Texas Term Sheet; and

WHEREAS, pharmaceutical manufacturers Endo Health Solutions Inc., Endo Pharmaceuticals Inc., Endo International PLC, Par Pharmaceutical, Inc., and Par Pharmaceutical Companies, Inc. ("Endo") and TEVA have now joined the proposed opioid settlement; and

WHEREAS, the City Council of the City hereby finds that there is a substantial need for repayment of opioid-related expenditures and payment to abate opioid-related harms in and about the City; and

WHEREAS, the City desires to execute the settlement release forms with ENDO and TEVA in their entirety; and **NOW, THEREFORE,**

BE IT RESOLVED BY THE CITY COUNCIL OF DIBOLL, TEXAS:

SECTION 1. THAT the statements provided in the caption and the recitals of this Resolution are true and correct and are adopted herein for all intents and purposes.

SECTION 2. THAT the Mayor is authorized to execute the settlement release documents with ENDO and TEVA in a timely manner.

PASSED AND APPROVED ON THE __8TH__ DAY OF __FEBUARY____ 2022.

FOR THE CITY OF DIBOLL

_____

TREY WILKERSON, MAYOR

ATTEST:

_____

Rosa M. Olvera, City Secretary

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Exhibit A

TEXAS SUBDIVISION AND SPECIAL DISTRICT ELECTION AND RELEASE FORM

This Election and Release Form for Texas Participating Subdivisions[1] resolves opioid-related Claims against Endo/Par under the terms and conditions set forth in the Endo/Par Texas State-Wide Opioid Settlement Agreement between Endo/Par, the State of Texas, and the Counties of Dallas, Bexar, Harris and Tarrant (the "Agreement"), the provisions of which are here incorporated by reference in their entirety. Upon executing this Election and Release Form, a Participating Subdivision agrees that, in exchange for the consideration described in the Agreement, the Participating Subdivision is bound by all the terms and conditions of the Agreement, including but not limited to the Release found in Section VII of the Agreement and the provisions concerning participation by Subdivisions or Special Districts in Section VIII, and the Participating Subdivision and its signatories expressly represent and warrant on behalf of themselves that they have, or will have obtained on or before the Effective Date or on or before the execution of this Election and Release Form if executed after the Effective Date, the authority to settle and release, to the maximum extent of the Subdivision's and Special District's power, all Released Claims related to Covered Conduct. If this Election and Release Form is executed on or before the Initial Participation Date, the Participating Subdivision shall dismiss Endo/Par and all other Released Entities with prejudice from all pending cases in which the Participating Subdivision has asserted Covered Claims against Endo/Par or a Released Entity no later than the Initial Participation Date. If this Election and Release Form is executed after the Initial Participation Date, the Participating Subdivision shall dismiss Endo/Par and all other Released

[1] The Agreement defines a "Participating Subdivision" as a Subdivision or Special District that signs this Election and Release Form and meets the requirements for becoming a Participating Subdivision under subsection VIII.A. of the Agreement.

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Entities with prejudice from all pending cases in which the Participating Subdivision has asserted Covered Claims against Endo/Par or a Released Entity concurrently with the execution of this form. By executing this Election and Release Form, the Participating Subdivision submits to the jurisdiction of the Honorable Robert Schaffer, *In Re: Texas Opioid Litigation*, MDL No. 18-0358, Master File No. 2018-63587, in the 152nd Judicial District Court, Harris County, Texas.

Dated: March 8, 2022

Texas Subdivision Name: City of Diboll

By: _____

Trey Wilkerson
Mayor
400 Kenley
(936) 829-4757

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Exhibit B

TEXAS SUBDIVISION AND SPECIAL DISTRICT ELECTION AND RELEASE FORM

This Election and Release Form for Texas Participating Subdivisions[1] resolves opioid-related Claims against Teva under the terms and conditions set forth in the Teva Texas State-Wide Opioid Settlement Agreement between Teva, the State of Texas, and the Counties of Dallas, Bexar, Harris and Tarrant (the "Agreement"), the provisions of which are here incorporated by reference in their entirety. Upon executing this Election and Release Form, a Participating Subdivision agrees that, in exchange for the consideration described in the Agreement, the Participating Subdivision is bound by all the terms and conditions of the Agreement, including but not limited to the Release found in Section VII of the Agreement and the provisions concerning participation by Subdivisions or Special Districts in Section VIII, and the Participating Subdivision and its signatories expressly represent and warrant on behalf of themselves that they have, or will have obtained on or before the Effective Date or on or before the execution of this Election and Release Form if executed after the Effective Date, the authority to settle and release, to the maximum extent of the Subdivision's and Special District's power, all Released Claims related to Covered Conduct. If this Election and Release Form is executed on or before the Initial Participation Date, the Participating Subdivision shall dismiss the Released Claims with prejudice and sever Teva and all other Released Entities from all pending cases in which the Participating Subdivision has asserted Covered Claims against Teva or a Released Entity no later than the Initial Participation Date. If this Election and Release Form is executed after the Initial Participation Date, the Participating Subdivision shall dismiss the

[1] The Agreement defines a "Participating Subdivision" as a Subdivision or Special District that signs this Election and Release Form and meets the requirements for becoming a Participating Subdivision under subsection VIII.A. of the Agreement.

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Released Claims with prejudice and sever Teva and all other Released Entities from all pending cases in which the Participating Subdivision has asserted Covered Claims against Teva or a Released Entity concurrently with the execution of this form. By executing this Election and Release Form, the Participating Subdivision submits to the jurisdiction of the Honorable Robert Schaffer, *In Re: Texas Opioid Litigation*, MDL No. 18-0358, Master File No. 2018-63587, in the 152nd Judicial District Court, Harris County, Texas.

Dated: March 8, 2022

Texas Subdivision Name: City of Diboll

By: _____

Trey Wilkerson
Mayor
400 Kenley
(936) 829-475

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City of Diboll Volunteer Fire Department

2022 February Council Report

Feb 1st

- Pledge
- Incident Reports
- Discussion about radios. Is the frequency better?
  Firemen present (13)

Feb 8th

- Fire Department attended the City Council Meeting
  Fireman present (12)

Feb 15T

- Pledge
- Incident Reports
- Melvin Linton Jr. was our guest speaker.
- Aaron discussed upcoming Livingston fire school coming up on Feb 25,26.
  Fireman present (13)

Feb 22nd

- Pledge
- Incident Reports
- Celsa Hurley stopped by to talk about gym membership
- Issued fire members new Fire helmets
- Discussed fire training in Livingston Feb 25th-26th

Ruben Terrazas
DVFD
Secretary / Treasurer

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City of Diboll Volunteer Fire Department

February Emergency Incidents (8)

Feb 1st 10:49

- **Call # 22001199**
  59 north passed airport
  Car fire 10-22
  Out City
  Diboll Fire personnel responded (7)

Feb 2nd 8:39

- **Call # 22001231**
  303 pine st
  Gas leak
  Gas company on scene
  In City
  Diboll Fire personnel responded (4)

Feb 9th 15:18

- **Call # 22001438**
  1276 fm 2497
  Grass fire
  Out City
  Diboll Fire personnel responded (5)

Feb 9th 17:49

- **Call # 22001445**
  1276 fm 2497
  Grass Fire rekindle
  Out City
  Diboll Fire personnel responded (5)

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City of Diboll Volunteer Fire Department

Feb 10th 18:40

- **Call # 22001507**
  59 north @ fm 2497
  Grass fire control burn
  In City
  Diboll Fire personnel responded (3)

Feb 17th 00:46

- **Call # 22001702**
  403 N First ST
  Power pole on fire
  In City
  Diboll Fire personnel responded (2)

Feb 18th 6:13

- **Call # 22001747**
  101 W Borden DR
  Fire in machine ducts
  In City
  Diboll Fire personnel responded (8)

Feb 25th 19:05

- **Call # 22002060**
  274 Camp Rd
  Vehicle on fire
  Out of City
  Diboll Fire personnel responded (6)

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Call Type Analysis

2/1/2022 - 2/28/2022

Call Type	00	01	02	03	04	05	06	07	08	09	10	11	12	13	14	15	16	17	18	19	20	21	22	23	Total
911 HANG UP	0	0	0	0	0	1	0	0	0	0	0	0	2	0	0	0	0	0	0	0	0	0	0	0	3
911 OPEN LINE	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	1	0	0	1	0	3
AGENCY ASSIST	0	0	0	1	0	1	0	0	0	0	0	0	0	1	1	0	0	0	0	1	1	1	0	1	8
ALARM	0	1	1	0	1	0	2	2	1	1	1	0	3	0	1	0	1	4	1	1	3	2	1	1	28
AM MESSAGE	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0	1	0	0	0	0	0	0	2
ANIMAL CONTROL OTHER	0	0	0	0	0	0	0	0	1	0	1	0	1	0	0	0	0	0	0	0	0	0	0	0	3
ANIMAL PROBLEM	0	0	0	0	0	0	1	1	0	0	2	3	1	0	0	1	0	1	2	0	0	0	0	0	12
ASSAULT	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0	1	0	0	0	0	0	2
ASSIST CITY CREW/PUBLIC WORKS	0	0	0	0	0	0	0	0	1	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	2
ASSIST MOTORIST	0	0	0	0	0	0	2	2	0	0	1	1	0	1	0	1	0	0	2	0	0	1	1	0	12
ASSIST PUBLIC	0	0	1	0	0	0	0	0	0	0	0	0	0	0	2	0	0	0	0	0	0	0	0	0	3
CIVIL PROBLEM	0	0	0	0	0	0	0	0	0	2	0	0	1	0	0	2	0	0	1	1	0	0	0	0	7
CIVIL STANDBY	0	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	1
CRIMINAL MISCHIEF	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	1	0	0	0	0	0	2
CUSTODY	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0	1
DFPS / CPS / APS	0	1	0	0	0	0	1	0	0	0	1	1	0	2	1	0	0	0	2	0	0	0	0	0	9
DISTURBANCE	0	0	0	0	0	0	0	0	0	0	1	0	0	2	0	0	0	0	1	0	0	0	1	0	5
DOMESTIC PROBLEM	0	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	1
EMS	0	2	0	0	0	0	0	0	1	3	1	2	3	2	2	0	3	0	4	2	2	2	0	1	30
ESCORT	0	0	0	0	0	0	0	0	0	0	1	0	1	1	1	0	0	0	0	0	0	0	0	0	4
FIGHT	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0	0	1
FIRE-GRASS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	1	1	0	0	0	0	0	3
FIRE-OTHER	1	0	0	0	0	0	0	0	0	0	0	0	1	0	0	1	0	12	0	0	0	0	0	0	15
FIRE-STRUCTURE	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1
FIRE-VEHICLE	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	1	0	0	0	0	0	2
FOLLOWUP INVESTIGATION	0	0	0	0	0	0	0	0	2	1	0	1	1	3	1	2	0	1	1	2	0	1	0	0	16
FRAUD	0	0	0	0	0	0	0	0	1	0	0	0	0	1	0	1	0	0	0	0	0	0	0	0	3
GAS LEAK	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1
HARASSMENT	0	0	0	0	0	0	0	0	1	0	0	0	1	0	0	0	0	1	2	0	0	0	0	1	6
HEALTH/SAFETY	0	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	1
HOUSING AUTHORITY MAINTENANCE	0	0	2	0	0	0	0	0	0	0	0	0	0	1	3	0	0	3	4	1	0	1	0	0	15
INFORMATION	0	0	0	0	0	0	0	0	0	1	0	2	0	0	1	0	1	0	0	1	0	1	1	0	8
JUVENILE PROBLEM	0	0	0	0	0	0	0	0	1	0	1	0	0	0	0	1	1	0	0	1	0	0	0	1	6
LOUD MUSIC/NOISE	0	1	1	0	1	0	0	0	0	0	0	0	0	2	0	0	0	0	0	0	0	0	1	0	6
MEDICAL	1	0	0	0	1	0	0	0	0	0	1	0	0	0	0	0	0	0	3	2	2	2	0	0	12
MISSING PERSON	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1
OPEN DOOR	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1
OPEN LINE	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	1	0	0	2
OTHER SEX OFFENSE	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	1
PATROL REQUEST	11	7	13	11	4	1	0	1	3	2	2	0	1	6	1	1	1	2	12	6	9	9	8	17	128
PUBLIC INTOXICATION	0	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	1	0	0	2
PUBLIC PEACE	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	1
RECKLESS DRIVER	0	0	0	0	0	0	1	0	2	0	0	0	0	1	1	3	2	1	3	1	0	0	2	1	18
ROLLING 10-28	3	1	0	0	0	0	0	3	2	3	6	3	1	3	13	4	7	2	0	0	0	2	2	2	57
SECURITY CHECK	0	2	0	1	0	0	0	0	0	0	0	0	0	0	1	0	0	1	3	0	0	0	0	0	8
SEXUAL ASSAULT	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1
SHOTS FIRED	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	1	0	1	0	0	0	3
STOLEN PROPERTY	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	1
STOLEN VEHICLE	0	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	1
STREET/ROADWAY PROBLEM	0	0	0	0	0	0	0	0	0	0	1	0	0	0	2	1	0	0	0	0	0	0	0	0	4
SUSPICIOUS ACTIVITY	2	1	2	2	0	1	0	2	0	0	0	1	0	0	1	1	1	2	0	1	1	1	0	1	20
SUSPICIOUS PERSON	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	1	0	0	0	2	0	1	1	6
SUSPICIOUS VEHICLE	1	0	2	2	1	0	3	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0	1	11
THEFT	0	0	0	0	0	0	0	0	0	0	1	0	0	0	1	0	1	0	0	0	0	0	0	0	3
THREATS	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	1
TRAFFIC (CRIMINAL VOLATION)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0	1
TRAFFIC ACCIDENT, INJURY	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	1	0	0	0	0	0	2
Totals	**30**	**32**	**32**	**22**	**15**	**7**	**22**	**23**	**40**	**37**	**49**	**32**	**30**	**54**	**72**	**41**	**54**	**46**	**70**	**49**	**49**	**43**	**59**	**44**	**952**

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Call Type	00	01	02	03	04	05	06	07	08	09	10	11	12	13	14	15	16	17	18	19	20	21	22	23	Total
TRAFFIC ACCIDENT, VEHICLE DAMAGE	1	0	0	0	0	1	0	0	1	1	0	0	0	1	1	0	1	1	1	0	1	0	0	0	10
TRAFFIC PROBLEM	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	1
TRAFFIC STOP	9	16	8	5	7	2	11	12	20	20	23	12	8	25	37	21	31	12	20	26	25	17	33	15	415
UTILITY PROBLEM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	5	1	6
VEHICLE REPOSSESSION	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1
VERBAL DISTURBANCE	1	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	2	0	1	0	0	5
WARRANT SERVICE	0	0	0	0	0	0	0	0	1	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	2
WATER LEAK	0	0	0	0	0	0	0	0	0	1	0	0	0	1	0	0	1	0	0	0	0	0	0	0	3
NO CALL TYPE ASSIGNED	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	1	0	2
Totals	30	32	32	22	15	7	22	23	40	37	49	32	30	54	72	41	54	46	70	49	49	43	59	44	952

eFORCE REPORTS

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Response Time Analysis Report

2/1/2022 - 2/28/2022

Call Type	Number Events	Avg Dispatch	Avg Response	Avg Travel	Avg Time On Scene	Avg Time	Total Time
911 HANG UP	2	4.83	0.41	0.02	28.35	33.61	67.22
911 OPEN LINE	1	0	0	0	0	0	0
AGENCY ASSIST	7	6.94	0.03	5.85	6.49	19.30	135.13
ALARM	14	3.95	0.69	1.42	2.00	8.06	112.82
ANIMAL CONTROL OTHER	3	2.13	0.02	3.38	0.40	5.93	17.78
ANIMAL PROBLEM	4	4.53	0.02	2.90	8.93	16.38	65.52
ASSAULT	2	10.22	1.11	0.02	45.54	56.88	113.77
ASSIST CITY CREW/PUBLIC WORKS	1	0.08	0.05	0	1.18	1.32	1.32
ASSIST MOTORIST	12	0.92	5.68	0.07	12.12	18.78	225.35
ASSIST PUBLIC	2	0.85	1.29	0.36	2.03	4.53	9.05
CIVIL PROBLEM	5	0.90	0.01	2.12	3.67	6.69	33.47
CIVIL STANDBY	1	3.22	0.02	0.02	35.28	38.53	38.53
CRIMINAL MISCHIEF	2	5.02	0.25	0	36.57	41.83	83.67
DFPS / CPS / APS	9	2.64	0.04	0	0.06	2.74	24.70
DISTURBANCE	5	1.81	0.09	2.58	8.15	12.63	63.17
DOMESTIC PROBLEM	1	2.32	0	0	0	2.32	2.32
EMS	4	4.32	0.19	0.01	1.58	6.10	24.40
ESCORT	3	6.81	0.02	0.68	9.74	17.25	51.75
FIGHT	1	0.95	0.90	1.02	104.28	107.15	107.15
FIRE-GRASS	3	13.01	0.02	6.59	2.24	21.87	65.60
FIRE-OTHER	1	2.20	0	0	0	2.20	2.20
FIRE-STRUCTURE	1	8.32	0.02	4.65	67.77	80.75	80.75
FIRE-VEHICLE	2	6.22	0.02	0	3.08	9.31	18.62
FOLLOWUP INVESTIGATION	15	1.26	0.03	1.83	11.88	14.99	224.92
FRAUD	3	9.20	0.06	0	1.16	10.42	31.27
GAS LEAK	1	9.63	0.03	41.38	13.98	65.03	65.03
HARASSMENT	6	13.19	0.10	1.54	8.49	23.32	139.92
HEALTH/SAFETY	1	4.10	0.02	0.02	8.87	13.00	13.00
HOUSING AUTHORITY MAINTENANCE	1	0.05	0.02	0	0	0.07	0.07
INFORMATION	6	3.33	0.03	0.57	3.47	7.40	44.38
JUVENILE PROBLEM	6	6.39	0.31	2.23	3.40	12.34	74.02
LOUD MUSIC/NOISE	6	2.21	0.27	2.49	20.14	25.11	150.68
MEDICAL	1	1.72	0.07	0	0	1.78	1.78
OPEN DOOR	1	0.20	0.02	0	0	0.22	0.22
OPEN LINE	1	2.83	0.02	0	0	2.85	2.85
OTHER SEX OFFENSE	1	2.32	0	0	0	2.32	2.32
PATROL REQUEST	125	0.39	0.02	0	0.01	0.42	52.98
PUBLIC INTOXICATION	1	2.37	0	2.10	53.93	58.40	58.40
PUBLIC PEACE	1	2.13	0	0.02	100.38	102.53	102.53
RECKLESS DRIVER	16	2.36	0.06	4.14	4.89	11.45	183.15
ROLLING 10-28	57	0.53	0.01	0.01	0.52	1.06	60.48
SECURITY CHECK	8	1.49	0.11	0	6.86	8.47	67.73
SEXUAL ASSAULT	1	1.88	3.13	2.33	49.68	57.03	57.03
SHOTS FIRED	3	2.09	0.02	5.08	15.17	22.36	67.08
STOLEN PROPERTY	1	1.32	0.02	0	12.52	13.85	13.85
STOLEN VEHICLE	1	3.82	0.12	0	0	3.93	3.93
STREET/ROADWAY PROBLEM	3	1.27	0.01	3.34	33.12	37.74	113.22
SUSPICIOUS ACTIVITY	18	4.48	0.32	1.44	5.08	11.32	203.77
SUSPICIOUS PERSON	5	2.66	1.13	0.01	28.12	31.92	159.60
SUSPICIOUS VEHICLE	11	2.10	0.40	4.13	6.67	13.29	146.23
THEFT	3	13.77	2.87	1.79	13.81	32.25	96.75
THREATS	1	23.20	0.17	0	0	23.37	23.37
TRAFFIC (CRIMINAL VOLATION)	1	0.70	0.55	0	0	1.25	1.25
TRAFFIC ACCIDENT, INJURY	2	2.04	0.13	0	18.31	20.48	40.95
TRAFFIC ACCIDENT, VEHICLE DAMAGE	9	3.73	0.02	138.24	41.55	183.55	1651.92
TRAFFIC PROBLEM	1	2.90	0.02	2.87	20.58	26.37	26.37
TRAFFIC STOP	414	0.12	0.23	0.02	2.53	2.88	1192.47
VERBAL DISTURBANCE	5	1.36	0.70	0	0	2.05	10.27
WARRANT SERVICE	2	3.27	3.88	0.01	18.23	25.38	50.77
Totals	**824**	**1.19**	**0.28**	**2.03**	**1.07**	**7.86**	**6478.85**

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Department Incident Activity Report

Date Reported: **02/01/2022 - 02/28/2022** | Show Subclasses: **True**

DIBOLL POLICE DEPARTMENT
PO BOX 340 / 400 KENLEY
DIBOLL, TEXAS 75941
PHONE (936) 829-5586
FAX (936) 829-5436

Classification	Events Rptd	Unfounded	Actual	Clr Arrest	Clr Exception	Clr Juveniles	Total Clr	Percent Clr
AGENCY ASSIST	8	0	8	0	0	0	0	0.0
(No Subclassification Specified)	3	0	3	0	0	0	0	0.0
Assist Other Agency	5	0	5	0	0	0	0	0.0
ASSAULT	2	0	2	1	0	0	1	50.0
Simple Assault	2	0	2	1	0	0	1	50.0
CONTROLLED SUBSTANCE	15	0	15	13	0	0	13	86.7
Amphetamine, Possession	3	0	3	2	0	0	2	66.7
Marijuana, Possession	5	0	5	5	0	0	5	100.0
Narcotic Equipment, Possession	3	0	3	2	0	0	2	66.7
Other Controlled Substances	4	0	4	4	0	0	4	100.0
DAMAGED PROPERTY	3	0	3	1	0	0	1	33.3
Criminal Mischief	2	0	2	1	0	0	1	50.0
Damaged Property, Other	1	0	1	0	0	0	0	0.0
DUI	2	0	2	2	0	0	2	100.0
Alcohol	2	0	2	2	0	0	2	100.0
FRAUD	2	0	2	0	0	0	0	0.0
Fraud Imperson	1	0	1	0	0	0	0	0.0
Fraud, Credit Card/ATM	1	0	1	0	0	0	0	0.0
HARASSMENT	1	0	1	0	0	0	0	0.0
Harassment, Other	1	0	1	0	0	0	0	0.0
HEALTH/SAFETY	1	0	1	0	0	0	0	0.0
Health Or Safety Other	1	0	1	0	0	0	0	0.0
JUVENILE PROBLEM	1	0	1	0	0	0	0	0.0
Juvenile Problem	1	0	1	0	0	0	0	0.0
MISCELLANEOUS	1	0	1	0	0	0	0	0.0
(No Subclassification Specified)	1	0	1	0	0	0	0	0.0
NON UCR REPORTABLE	2	0	2	1	0	0	1	50.0
Non UCR Reportable	2	0	2	1	0	0	1	50.0
OBSTRUCT POLICE	2	0	2	1	0	0	1	50.0
Evidence, Destroying	1	0	1	0	0	0	0	0.0
False Police Report	1	0	1	1	0	0	1	100.0
ORDINANCE VIOLATION	1	0	1	0	0	0	0	0.0
Ordinance Violation	1	0	1	0	0	0	0	0.0
OTHER SEX OFFENSE	1	0	1	0	0	0	0	0.0
Indecent Exposure	1	0	1	0	0	0	0	0.0
PUBLIC INTOX	1	0	1	1	0	0	1	100.0
Public Intoxication	1	0	1	1	0	0	1	100.0
STOLEN PROPERTY	1	0	1	0	0	0	0	0.0
Possess Stolen Property	1	0	1	0	0	0	0	0.0

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THEFT	1	0	1	0	0	0	0	0.0
Theft Other	1	0	1	0	0	0	0	0.0
TOBACCO	1	0	1	1	0	0	1	100.0
Minor In Possession - Tobacco	1	0	1	1	0	0	1	100.0
TRAFFIC (CRIMINAL VIOLATION)	1	0	1	1	0	0	1	100.0
Criminal Traffic Violation	1	0	1	1	0	0	1	100.0
TRAFFIC ACCIDENT	10	0	10	0	0	0	0	0.0
Hit/Run, Vehicle Damg	1	0	1	0	0	0	0	0.0
Traffic Accident, Injury	2	0	2	0	0	0	0	0.0
Traffic Accident, Vehicle Damage	7	0	7	0	0	0	0	0.0
WARRANT	4	0	4	2	0	0	2	50.0
Local-Felony	2	0	2	1	0	0	1	50.0
Out Of County-Felony	1	0	1	0	0	0	0	0.0
Out Of County-Misdemeanor	1	0	1	1	0	0	1	100.0
WEAPONS OFFENSE	2	0	2	2	0	0	2	100.0
Possession Of Weapon	1	0	1	1	0	0	1	100.0
Weapons Offenses Other	1	0	1	1	0	0	1	100.0
Event Totals	63	0	63	26	0	0	26	41.3

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Arrest Report

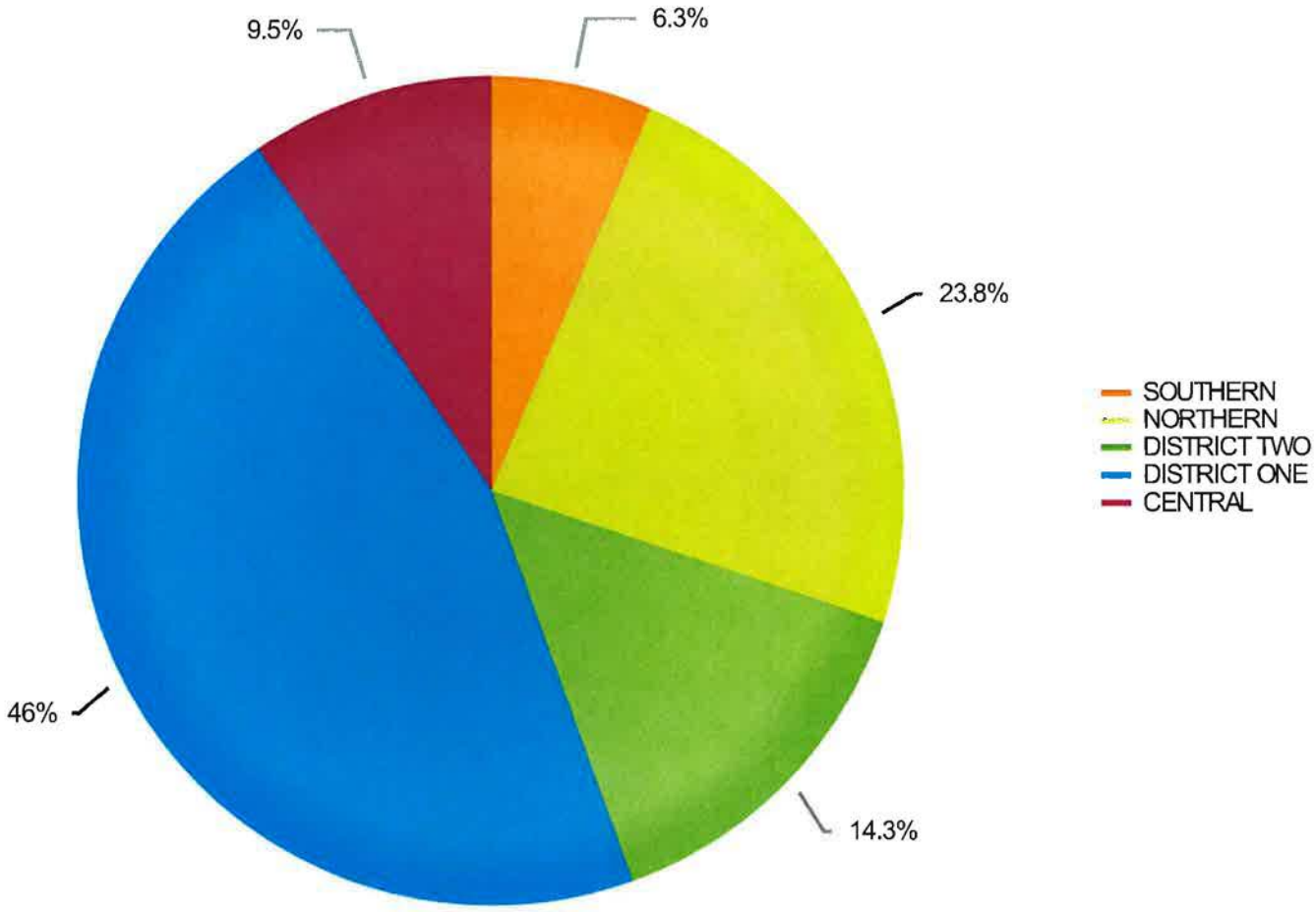
Date Reported Range: **02/01/2022 - 02/28/2022**

DIBOLL POLICE DEPARTMENT
PO BOX 340 / 400 KENLEY
DIBOLL, TEXAS 75941
PHONE (936) 829-5586
FAX (936) 829-5436

Classification	Number of Arrests
ASSAULT	1
CONTROLLED SUBSTANCE	19
DAMAGED PROPERTY	2
DUI	1
NON UCR REPORTABLE	2
OBSTRUCT POLICE	1
ORDINANCE VIOLATION	1
PUBLIC INTOX	1
WARRANT	4
WEAPONS OFFENSE	3
Total Arrests: 35	

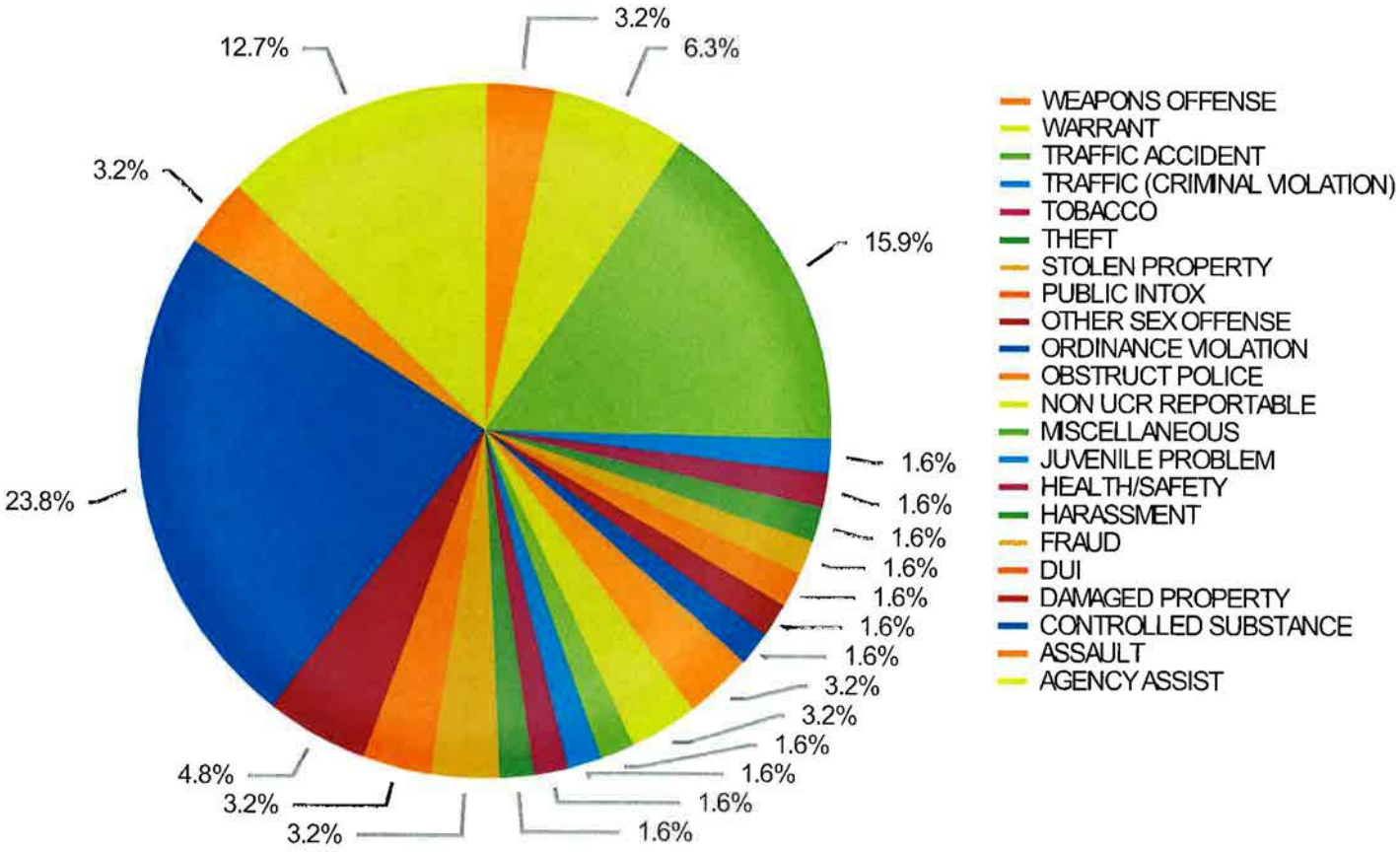
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PIE CHART BY DISTRICT



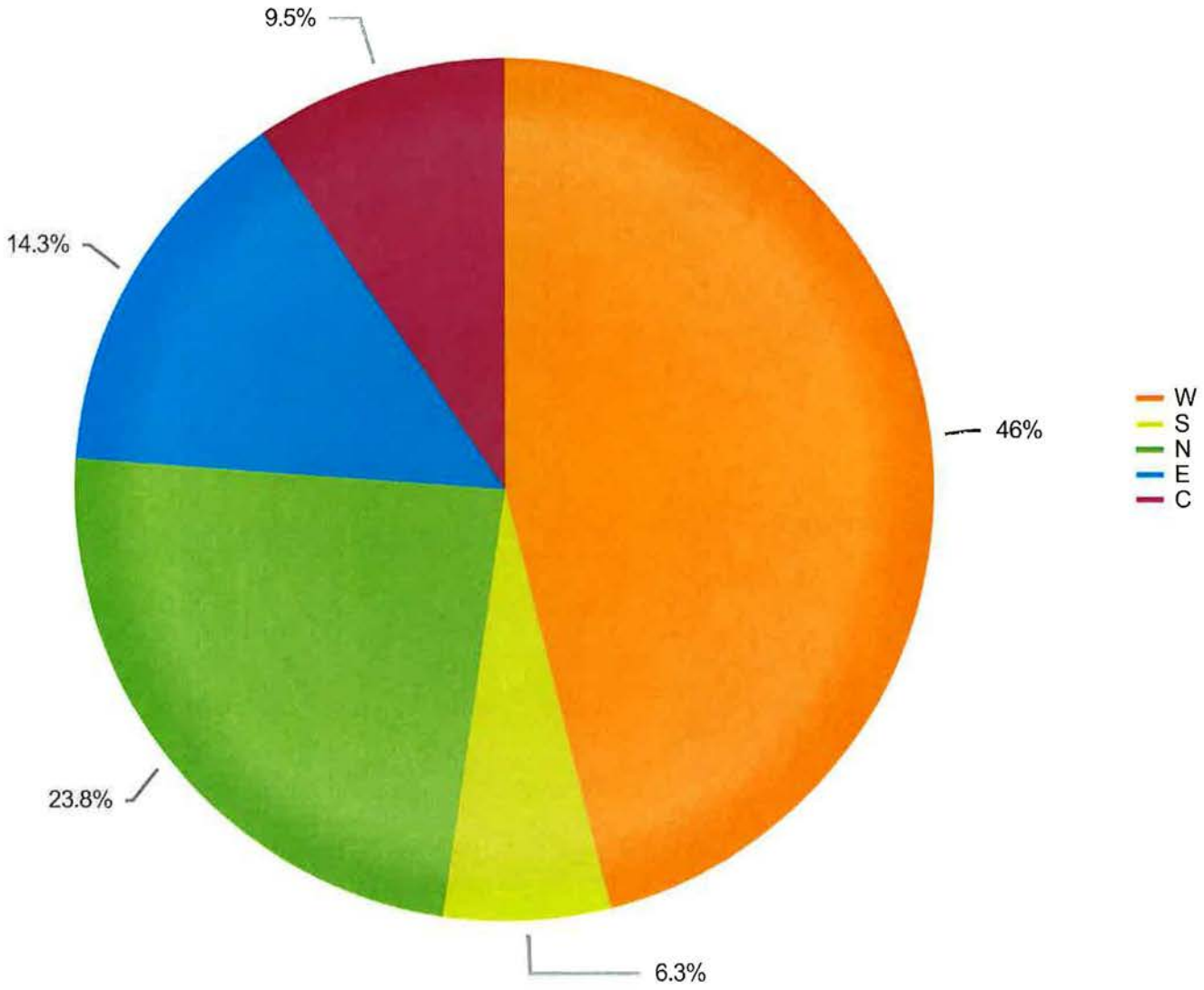
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PIE CHART BY GRID



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Diboll, TX PD **Feb 1, 2022 - Feb 28, 2022**

Citation Count by Officer

Total for all assignments: 9 **Officers**

- 428 Stops	
Alexander, Jeremy (212)	**51**
Clemens, Corey (214)	**83**
Dean, Jeffery (211)	**75**
Dougherty, Charles (209)	**39**
Linebaugh, Sterling (210)	**7**
Munoz, Gerardo (203)	11
Pantoja, Antonio (208)	**76**
Pullen, Gary (207)	**78**
Rodriguez, Isaias (204)	**8**

Report Created on: Mar 3, 2022 1:21 PM Page: 1 of ?

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Street/Water Department Monthly Report

2-1-2022

Checked wells and chlorine levels daily. Completed monthly water pumpage report for January 2022. Changed batteries at old tank daily. Sewer machine hose got stuck in the main sewer line between Dennis and Ashford St. Dug up the sewer line and got the hose out. Found a clay tile tee missing at a tap and replaced it. Patched potholes. Cleaned storm drains. Put out ice melt at P.D., city hall, civic center and bridges. Completed disconnect list. Put stop sign back up at Thompson and Hines. Repaired leak and replaced sink faucet in the women's bathroom by the high school baseball field in the park. Turned water on at 416 Birdsong. Helped parks dept. with the little league ball fields.

2-7-2022

Checked wells and chlorine levels daily. Changed batteries at the old tank daily. Took first set of monthly water samples to the lab for testing. Fixed two-inch water leak on Lawrence St. Programmed two-inch meter for sprinkler system at Deer Trace. 413 Box Factory reported a sewer back up. They were replacing their sewer line and stopped short of the curb. Allen informed them they are responsible for their sewer line all the way to the curb. Report of low pressure at 1449 N. Temple. Their curb stop was turned half way off. Turned water on at 101 Weber. Helped parks dept. with little league baseball fields. Patched pot holes. Replaced meter box lid at 307 Thompson. Started replacing meters, antenna or reprogramming meters that are on the reread list. Cleaned out sewer main between Dennis and Ashford. Pulled a lot of flushable wipes out of the main line.

2-14-2022

Checked wells and chlorine levels daily. Changed out batteries at the new elevated storage tank. Changed out batteries daily at the old elevated storage tank. Took second set of monthly water samples to the lab for testing. Turned water on at 707 Cypress. Cleaned out sewer main on Cypress. Cleaned out sewer main at 715 Dennis. Turned water on at 303 ½ N. Hendrick. Cleaned out sewer main on Maynard. Completed flush list. Located water and sewer lines at 1014 Red Bud. Turned water off at 1001 Maynard. Turned water on at 1500 N. Hendrick. Cleaned out sewer main on MLK. Installed new meter at 1326 N. Hendrick. Located water and sewer lines at 303 Neil Pickett. Weed eat corner of Lawrence and Holebec. Dug up and repaired problem spot on clay tile sewer line between Dennis and Ashford. Found lots of flushable wipes compacted inside the main sewer line. Reset smart point at 112 Hines St. Turned water on at 1415 Gandy. Robby and Allen attended a three-day class on pump and motor maintenance.

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2-21 -2022

Checked wells and chlorine levels daily. Changed out batteries at the old elevated storage tank daily. Changed out buffer and Chlorine indicator on CL17 at well #2. Completed reread list. Put up new yield sign at Lawrence and Holubec St. Got a reading off of prairie grove water meter. Reprogrammed school zone lights at the second entrance to Deer Trace. Cleaned out sewer main at 714 Booker. Bored under concrete drive at the waste water plant and ran a new water line to the centrifuge. Checked meter at 602 Neil Pickett. Ran 5 gallons through the meter it showed to be accurate. Checked for water leak at 508 Booker. No leak found. Checked for a meter leak at 1007 Red Oak. No leak found. Cleaned shop and bay area. Took small dump truck to Diboll motors to fix steering problems. Helped parks dept. at little league ball fields. Checked meter for leaks at 806 Cypress. No leak found. Ran 5 gallons through the meter, it showed to be accurate. Cleaned out sewer mains at 725 Nelson and 305 Oak St. Turned water on at 1500 N. Hendrick and 905 Dogwood Ridge. Turned water off at 105 Frankens.

Street Dept. Head

Robby Roberts

Water Dept. Head

Josh Mosley

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Parks Department Monthly Report

2-1-2022

Monday, Wednesday and Friday clean and restock park restrooms. Pick up trash/limbs from grounds and pavilions, and change bags in receptacles. We dug out and straightened curb stops in parking spaces of the park. Used asphalt to fill in low areas and holes in parking areas and roads. Began working on grass of the ball fields. Poisoning and removing grass from the base paths and infields.

2-7-2022

Monday, Wednesday and Friday clean and restock park restrooms. Pick up trash/limbs from grounds and pavilions, and change bags in receptacles. Edge and weed eat entire baseball/softball complex. Emphasis on sidewalk edging. Remove previously poisoned grass and weeds using hula hoes and rakes. Began dragging fields to help remove grass and even out low spots.

2-14-2022

Monday, Wednesday and Friday clean and restock park restrooms. Pick up trash/limbs from grounds and pavilions, change bags in receptacles. Marked a grave site at Forest Haven cemetery. Relocated a large pile of dirt (left over from graves) that was encroaching on other grave sites. Mowed all ball fields in complex. Laid block sod around edge of base paths and pitcher's mounds where needed. Some areas were worn and would not have grown back for a symmetrical look. Applied more poison to base paths and infield area.

2-21 -2022

Monday, Wednesday and Friday clean and restock supplies park restrooms. Pick up trash/limbs from grounds and pavilions, change bags in receptacles. Picked up trash Forest Haven Cemetery. Picked up and cleaned watering bags for trees in cemetery and put away. Moved Parks tools and equipment from Waste Water plant to ground storage shop on Arrington. Including: mowers, trailers, weed eaters, edgers and hand tools. Continued work on ball fields in preparation for coming season.

Parks Dept. Head

Eric Pope

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Wastewater Monthly Report

February 1,2022

This week the wastewater department ran daily tests, pulled weekly lab samples and delivered them to ANRA in Lufkin. We changed the brushes on clarifier 1. Wastewater operators helped parks department work on getting the baseball complex ready for opening. We bought supplies and winterized the wastewater plant and lift stations. Wastewater on-call employee helped put out ice melt during winter storm. We cleaned the barscreen. We cleaned office building. Ordered new parts for the baseball complex. Checked lift stations daily. On-call operator performed weekend operations.

February 7, 2022

This week the wastewater department ran daily tests, pulled weekly lab samples and delivered them to ANRA in Lufkin. This week we had to pull and send off our quarterly bio-monitoring samples on Monday, Wednesday, and Friday. The conveyor on the barscreen had to be worked on and cleaned out due to high volume of trash coming through the sewer lines. Both operators helped parks department at the baseball complex preparing for opening day. Dee built a hitch on the golf cart to be used to drag the baseball fields. We installed new locks and deadbolts on the concession stand. We washed the barscreen. We cleaned the office and took out trash. Bridget met with 3 contractors to get quotes for replacing rotting doors on buildings. On-call operator performed weekend operations.

February 14,2022

This week the wastewater department ran daily tests, pulled weekly lab samples and delivered them to ANRA in Lufkin. We cleaned the 4 contact chambers. We installed new bed on the gas operated golf cart. Katlin worked with parks department helping get the baseball complex ready for the season. We cleaned both clarifiers. On-call operator helped water department with sewer backup on Dennis Street And helped run water wells. Ordered PPE for the operators. On-call operator performed weekend operations.

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February 21, 2022

This week the wastewater department ran daily tests, pulled weekly lab samples and delivered them to ANRA in Lufkin. The operators worked on cleaning and organizing the shop. They helped move the parks department equipment to ground storage to have the equipment closer to the park and gives them more room to keep equipment out of the weather. Katlin continued to help parks department work on the baseball complex. Participated in training on the new mole machine. Bored new water line under driveway at wastewater plant. Took unit 82 to Diboll Motors to repair wiring issues. We cleaned the barscreen after the rain stopped. The on-call operator performed weekend operations.

February 28, 2022

On this day the we rain daily tests. The brush system on clarifier 2 malfunctioned and got hung on the baffle. This caused the part of the brush bracket to break off and caused the shear pin on the gearbox to break. We had to get the bracket released and change the shear pin. There is damage but the clarifier will continue to function. Pump 2 at the prison lift station got clogged with a mop head that was flushed at one of the prisons. We had to open up the pump and clean it out, change the belts and reprime it. It is now running normal. The on-call operator checked the other lift stations.

Wastewater Superintendent

Bridget Sarver

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DIBOLL, TX MUNICIPAL COURT

Fees and Fines Collection & Activity Report

As of January 31, 2022

LINEBARGER
ATTORNEYS AT LAW

Linebarger Goggan Blair & Sampson, LLP

PROPRIETARY AND CONFIDENTIAL INFORMATION

Linebarger Goggan Blair & Sampson, LLP considers the information contained in this report to be proprietary, confidential, trade secrets of the firm. We respectfully request that no copies of this information be made and/or distributed without the prior written consent of the firm.

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Collections & Activity Summary

Collection Disposition Summary - January 2022	
Citations Assigned	0
Amount Assigned	$0
Citations Collected	52
Amount Collected	$12,779
Citations Cancelled	19
Amount Cancelled	$6,859
Citations Resolved	71
Amount Resolved	$19,638

Collection Disposition Summary - Contract to Date	
Citations Assigned	27,404
Amount Assigned	$9,385,054
Citations Adjusted	1,403
Amount Adjusted	($55,975)
Citations Collected	4,878
Amount Collected	$1,580,540
Citations Cancelled	924
Amount Cancelled	$323,156
Citations Resolved	5,802
Amount Resolved	$1,903,696
Dollar Resolution Rate	20.9%

Collection Activity - January 2022		
Letters		519
Address/Phone Updated		407
Phone Activity	Inbound	47
	Outbound	1,564

Collection Activity - Contract to Date		
Letters		52,326
Address/Phone Updated		11,779
Phone Activity	Inbound	3,628
	Outbound	192,392

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Status of Open Accounts

Status	Count	Amount
ACT - Active Account	21,343	$7,273,637
ATT - Attorney Contact Only	5	$1,437
BKR - Bankruptcy	2	$657
DEC - Deceased No Estate Or Beyond Claim	107	$34,263
DIS - Disputed	20	$6,475
INC - Incarcerated	77	$27,688
PRM - Promise Payment	103	$34,210
REF - Refuse To Pay	11	$3,678
SKP - Skip Tracing for Phone	9	$2,876
SWC - Stop Work Per Client	171	$39,749
SWF - Stop Work Per Firm	1	$432
Total	**21,849**	**$7,425,101**

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Monthly Collection Activity
Last 24 Months

Year	Month	Letters Mailed	Address/Phone Updated	Phone Activity		Dollars Collected
				Inbound	Outbound	
2022	January	519	407	47	1,564	$12,779
2021	December	115	25	14	2,079	$26,162
	November	215	41	39	2,685	$43,323
	October	588	82	76	1,577	$0
	September	2,352	126	60	1,152	$24,620
	August	972	310	63	1,185	$21,128
	July	71	169	45	1,664	$34,447
	June	883	234	114	1,522	$78,143
	May	165	32	10	1,495	$0
	April	202	32	11	1,099	$108,963
	March	327	39	144	874	$26,018
	February	4,375	288	44	752	$21,216
	January	900	565	95	1,317	$14,323
2020	December	15	33	5	1,570	$19,928
	November	105	28	43	1,897	$26,412
	October	626	42	57	2,625	$21,766
	September	2,034	132	86	2,840	$30,871
	August	688	265	65	2,785	$28,443
	July	122	125	20	3,559	$31,837
	June	130	252	22	1,599	$36,082
	May	88	67	9	1,193	$24,808
	April	0	45	50	1,380	$7,999
	March	1,716	110	185	1,173	$107,523
	February	7,026	275	159	1,327	$32,560
	January	573	465	46	1,533	$21,439
Total*		**24,807**	**4,189**	**1,509**	**42,446**	**$800,790**

***Total Amounts noted represent the last 24 months & not contract to date.**

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Portfolio Analysis
Outstanding Placements

	Accounts	Dollars	Acct. Pct.	Dollar Pct.	Average Balance
ALL ACCOUNTS	21,849	$7,425,100.62	100.00%	100.00%	$339.84
ADDRESSES					
No Mailing Address	23	$7,768.90	0.11%	0.10%	$337.78
Returned Mail	2,521	$816,013.40	11.54%	10.99%	$323.69
Good Address	19,305	$6,601,318.32	88.36%	88.91%	$341.95
OFFENSE AGE					
One Year or Less	1,148	$454,243.30	5.25%	6.12%	$395.68
1-2 Years	881	$354,084.77	4.03%	4.77%	$401.91
2-3 Years	1,551	$593,950.95	7.10%	8.00%	$382.95
+3 Years	18,269	$6,022,821.60	83.61%	81.11%	$329.67
PLACEMENT AGE					
One Year or Less	1,542	$612,580.10	7.06%	8.25%	$397.26
1-2 Years	1,174	$457,407.82	5.37%	6.16%	$389.61
2-3 Years	1,778	$659,617.79	8.14%	8.88%	$370.99
+3 Years	17,355	$5,695,494.91	79.43%	76.71%	$328.18

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Offense Age of Placements
Last 13 Months

	2015 & PRIOR	2016	2017	2018	2019	2020	2021	2022	Total Placements
January 2022	-	-	-	-	-	-	-	-	**0**
December 2021	-	-	-	-	-	-	28 100.00%	-	**28**
November 2021	-	-	-	-	-	-	152 100.00%	-	**152**
October 2021	-	-	-	-	-	-	275 100.00%	-	**275**
September 2021	-	-	-	-	-	-	233 100.00%	-	**233**
August 2021	-	-	-	-	-	1 0.33%	301 99.67%	-	**302**
July 2021	2 1.08%	-	-	-	-	-	184 98.92%	-	**186**
June 2021	-	-	-	-	-	2 28.57%	5 71.43%	-	**7**
May 2021	-	-	2 25.00%	-	-	2 25.00%	4 50.00%	-	**8**
April 2021	-	-	-	-	-	25 55.56%	20 44.44%	-	**45**
March 2021	-	-	-	-	-	202 84.87%	36 15.13%	-	**238**
February 2021	-	-	1 0.75%	1 0.75%	1 0.75%	131 97.76%	-	-	**134**
January 2021	4 2.84%	-	4 2.84%	1 0.71%	8 5.67%	124 87.94%	-	-	**141**

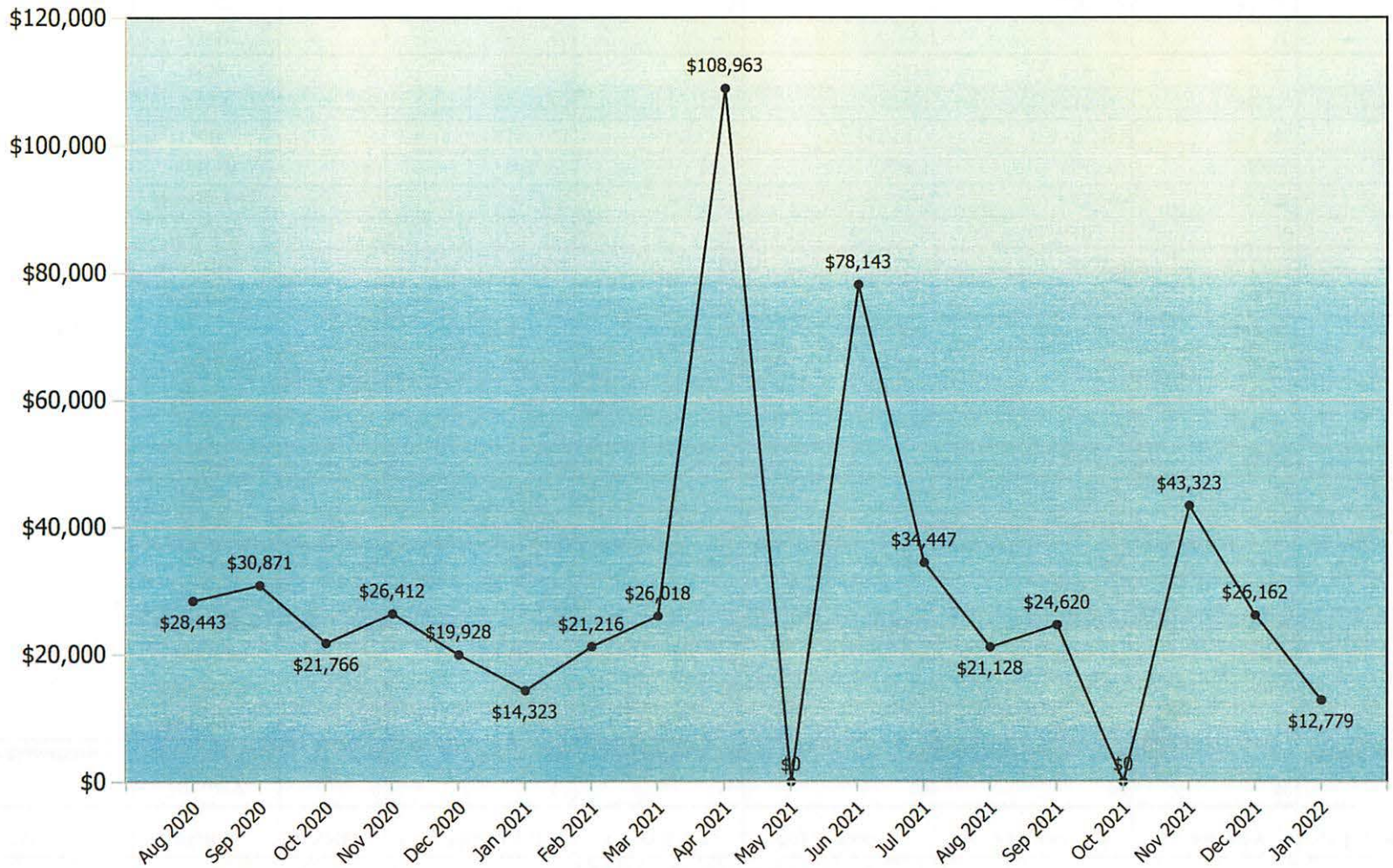
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Placement Activity Summary
Contract to Date

Year	Month	Count #	Orig Placement $	Cancelled $	Adjustment $	Net Placement $	Collected $	Collected %
	January	0	$0	$0	$0	$0	$0	0.00%
2022 Summary		**0**	**$0**	**$0**	**$0**	**$0**	**$0**	**#Error**
	December	28	$10,825	$0	$0	$10,825	$0	0.00%
	November	152	$59,088	$0	$0	$59,088	$425	0.72%
	October	275	$108,759	$0	$0	$108,759	$438	0.40%
	September	233	$92,817	$0	($101)	$92,716	$5,406	5.83%
	August	302	$121,429	$516	($287)	$120,626	$4,927	4.08%
	July	186	$73,659	$438	($121)	$73,100	$1,974	2.70%
	June	7	$2,955	$438	$0	$2,517	$0	0.00%
	May	8	$3,154	$0	$0	$3,154	$0	0.00%
	April	45	$18,702	$0	$0	$18,702	$300	1.60%
	March	238	$95,372	$0	($20)	$95,352	$8,754	9.18%
	February	134	$54,116	$0	($111)	$54,005	$4,041	7.48%
	January	141	$56,151	$0	($645)	$55,506	$8,659	15.60%
2021 Summary		**1,749**	**$697,027**	**$1,392**	**($1,285)**	**$694,350**	**$34,923**	**5.03%**
	December	47	$19,170	$0	$30	$19,200	$320	1.67%
	November	17	$6,828	$0	($198)	$6,629	$1,932	29.15%
	October	26	$10,241	$0	$0	$10,241	$0	0.00%
	September	5	$1,946	$0	$0	$1,946	$0	0.00%
	August	149	$59,271	$772	($539)	$57,960	$8,008	13.82%
	July	277	$106,021	$3,277	($1,163)	$101,581	$14,398	14.17%
	June	309	$123,083	$902	($215)	$121,966	$16,320	13.38%
	May	126	$50,716	$1,648	($337)	$48,730	$8,688	17.83%
	April	0	$0	$0	$0	$0	$0	0.00%
	March	185	$69,830	$429	($965)	$68,436	$8,059	11.78%
	February	100	$38,076	$364	($157)	$37,555	$5,958	15.87%
	January	129	$48,205	$0	($349)	$47,856	$5,402	11.29%
2020 Summary		**1,370**	**$533,385**	**$7,393**	**($3,893)**	**$522,099**	**$69,085**	**13.23%**
2019 Summary		**2,114**	**$792,156**	**$10,843**	**($8,411)**	**$772,902**	**$149,295**	**19.32%**
2018 Summary		**878**	**$331,523**	**$9,699**	**($2,472)**	**$319,352**	**$82,654**	**25.88%**
2017 Summary		**21,293**	**$7,030,961**	**$293,828**	**($39,914)**	**$6,697,220**	**$1,244,583**	**18.58%**

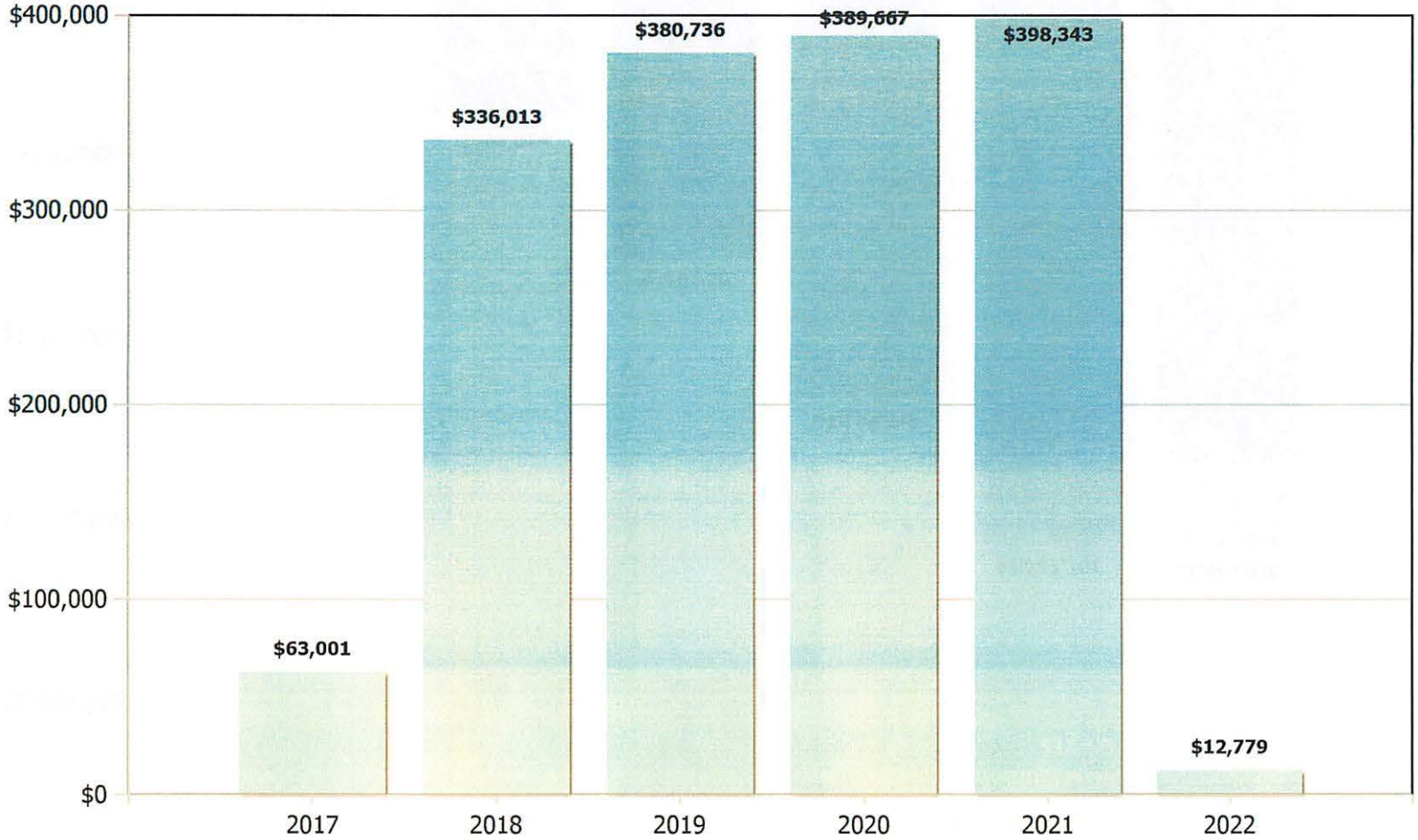
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Monthly Collections
Last 18 Months



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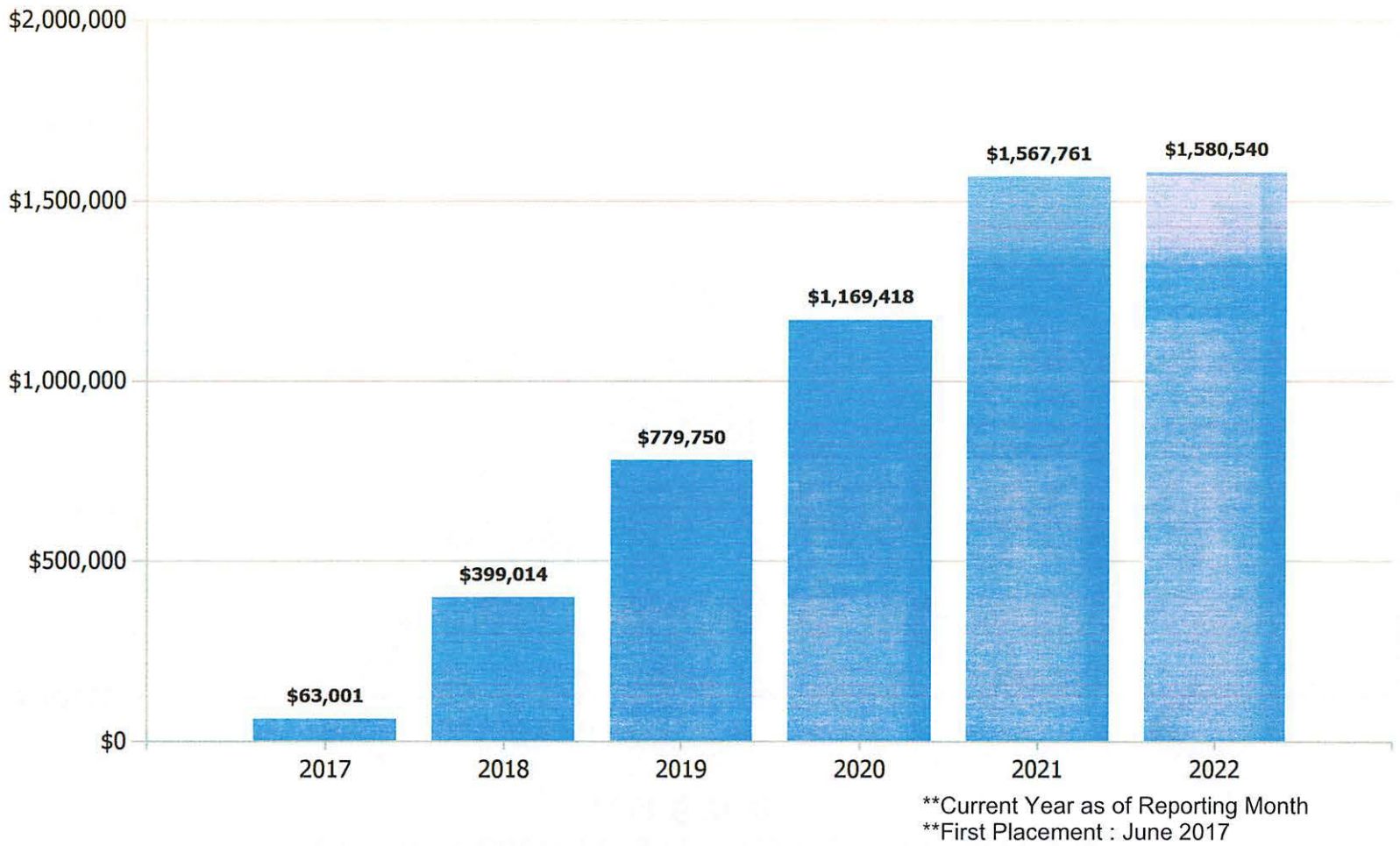
Delinquent Court Fees & Fines Annual Collections
Last 6 Years



***Current Year as of Reporting Month
***First Placement : June 2017

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Delinquent Fees & Fines Cumulative Collections



**Current Year as of Reporting Month
**First Placement : June 2017

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MINUTES OF THE GOVERNING BODY OF THE CITY OF DIBOLL, TEXAS REGULAR SESSION MEETING ON TUESDAY, MARCH 8, 2022, AT 5:15 P.M., IN THE DIBOLL CITY HALL CHAMBERS.

COUNCIL PRESENT

Mayor Trey Wilkerson, Mayor Pro Tem Daniel Lopez, Councilmembers Benita Sheffield Duffield, Brian Moreno, Charles Moses, Sr., Luis Maldonado, and Ruben Terrazas.

COUNCIL ABSENT

None

STAFF PRESENT

City Manager Jason A. Arnold, City Secretary Rosa Olvera, Finance Director Sam Durham, Public Works Director Joshua Richard, Chief of Police Michael Skillern, and Code Compliance Official Tino Lopez.

Call to Order: Mayor Trey Wilkerson called the meeting to order at 5:15 p.m.

Mayor Wilkerson gave the invocation, then led the Pledge of Allegiance which was recited by those in attendance.

CITIZENS PRESENTATION: (Limited to 3 minutes)
This item provides the opportunity to address the City Council on any matter whether or not it is posted on the agenda. However, in accordance with the Texas Open Meetings Act, Section 551.041, the Council cannot discuss, deliberate, or take any action on matters not listed on the agenda. At this time, the Council will receive citizen comments, and if necessary, may refer the matter to City staff for research, resolution, or referral to Council on a future agenda.

None

Item #1: CONSENT AGENDA: All matters listed under Consent Agenda are considered to be routine by the City Council and will be enacted by one motion. There will not be separate discussion. If discussion is desired, that item will be removed from the consent agenda and will be considered separately. Consider approval of the following reports:

a. Minutes from February 8, 2022, Regular Session Meeting
b. Financial Statement for February 2022
c. 12-Month Attendance Record for February 2022

Jason Arnold gave an overview of the financial benefits for the software updates and the changes it would bring for the city. Both Power Technology and IT Enabled representatives were present to answer any questions from council. Council had no other questions.
Daniel Lopez made the motion to approve and Brian Moreno second.
All in Favor, none opposed, motion carries.

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Item #2: Consideration and possible action to approve Ordinance 2022-03-001 for the fourth (4^{th}) amendment to the 2021-2022 Operating Budget.

Daniel Lopez made the motion to approve and Brian Moreno second.
All in Favor, none opposed, motion carries.

Item #3: Consideration and possible action to approve an Amendment to the City of Diboll Human Resources Policies and Procedures Handbook to allow fitness testing benefits for employees.

Brian Moreno made the motion to approve and Charles Moses, Sr. second.
All in Favor, none opposed, motion carries.

Item #4: Consideration and possible action to allow the City Manager to sign a Letter of Intent with Performance Services Inc.

Benita Sheffield Duffield made the motion to approve and Charles Moses, Sr. second.
All in Favor, none opposed, motion carries.

Item #5: Consideration and possible action to allow the City Manager to negotiate a mutual Aid Agreement with Rivercrest/Redland Volunteer Fire Department.

Brian Moreno made the motion to approve and Luis Maldonado second.
All in Favor, none opposed, motion carries.

Item #6: Consideration and possible action to approve revisions to the Lottie & Arthur Temple Civic Center Rental Contract and the City of Diboll Facilities Management Policies and Procedures.

Luis Maldonado made the motion to approve and Brian Moreno second.
All in Favor, none opposed, motion carries.

Item #7: Consideration and possible action to approve Resolution 2022-03-002, authorizing the Mayor to execute settlement release documents with pharmaceutical manufactures as additional parties within the National Opioid Settlement Agreements secured by the Office of the Attorney General.

Brian Moreno made the motion to approve and Daniel Lopez second.
All in Favor, none opposed, motion carries.

Item #8: DEPARTMENT HEAD REPORTS

a. Fire Department Report – Aaron Smith, Fire Chief
b. Police Department Report – Michael Skillern, Police Chief
c. Public Works Report – Josh Richard, Public Works Director
d. Finance & Court – Sam Durham, Finance Director

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e. City Manager Report – Jason Arnold, City Manager

Adjournment

Mayor Wilkerson called to adjourn at 5:32 pm

Minutes of the March 8, 2022 Regular Session Meeting approved by council on this the 12th day of April, 2022

Trey Wilkerson, Mayor

ATTEST BY:

Rosa M. Olvera, City Secretary

STATE OF TEXAS §
ANGELINA COUNTY §
CITY OF DIBOLL §

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NOTICE OF MEETING
OF THE
CITY OF DIBOLL CITY COUNCIL

The City Council will meet in a regular session meeting in the City Hall Council Chambers, located at 400 Kenley, Diboll, Texas, on Tuesday, April 12, 2022, at 5:15p.m.

Call to Order

Invocation

Pledge of Allegiance

CITIZENS PRESENTATION: (Limited to 3 minutes)
This item provides the opportunity to address the City Council on any matter whether or not it is posted on the agenda. However, in accordance with the Texas Open Meetings Act, Section 551.041, the Council cannot discuss, deliberate, or take any action on matters not listed on the agenda. At this time, the Council will receive citizen comments, and if necessary, may refer the matter to City staff for research, resolution, or referral to Council on a future agenda.

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a. Minutes from March 8, 2022, Regular Session Meeting
b. Financial Statement for March 2022
c. 12-Month Attendance Record for March 2022
d. Investment Report for March 2022

Item #2: Consideration and possible action to approve Incode 10/ERP Pro Software expenditure.

Item #3: Consideration and possible action to approve the Rental Agreement with M&R Party Rent for the Lottie & Arthur Temple Civic Center.

Item #4: Consideration and possible action to approve Resolution 2022-04-001; a contract agreement between the City of Diboll and Angelina County to hold a joint election on May 7, 2022.

Item #5: Consideration and possible action to approve Ordinance 2022-04-001; modification of the City of Diboll's Ordinance pertaining to livestock.

Item #6: DEPARTMENT HEAD REPORTS

a. Fire Department Report – Aaron Smith, Fire Chief
b. Police Department Report – Michael Skillern, Police Chief
c. Public Works Report – Josh Richard, Public Works Director
d. Finance & Court – Sam Durham, Finance Director
e. City Manager Report – Jason Arnold, City Manager

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Adjournment

Note: Mayor and Council Reports on Items of Community Interest- Pursuant to Texas Government Code Section 551.0415 the City Council may report on the following items (1) expression of thanks, congratulations, or condolences; (2) information about holiday schedules; (3) recognition of individuals; (4) reminders about upcoming City Council events; (5) information about community events; (6) announcements involving imminent threat to public health and safety.

I certify that this Notice of Meeting was posted in a glass-enclosed case in front of City Hall at 400 Kenley Street, Diboll, Texas, and available for viewing by the public prior to 5:15 p.m. on March 4, 2022, as well as at the City's website.

Rosa M. Olvera - City Secretary
Posted: 4/8/2022

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COUNCIL PRESENT

Mayor Trey Wilkerson, Mayor Pro Tem Daniel Lopez, Councilmembers Benita Sheffield Duffield, Brian Moreno, Charles Moses, Sr., Luis Maldonado, and Ruben Terrazas.

COUNCIL ABSENT

None

STAFF PRESENT

City Manager Jason A. Arnold, City Secretary Rosa Olvera, Finance Director Sam Durham, Public Works Director Joshua Richard, Chief of Police Michael Skillern, and Code Compliance Official Tino Lopez.

Call to Order: Mayor Trey Wilkerson called the meeting to order at 5:15 p.m.

Mayor Wilkerson gave the invocation, then led the Pledge of Allegiance which was recited by those in attendance.

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Daniel Lopez made the motion to approve and Brian Moreno second.
All in Favor, none opposed, motion carries.

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d. Finance & Court – Sam Durham, Finance Director

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e. City Manager Report – Jason Arnold, City Manager

Adjournment

Mayor Wilkerson called to adjourn at 5:32 pm

Minutes of the March 8, 2022 Regular Session Meeting approved by council on this the 12th day of April, 2022

_____

Trey Wilkerson, Mayor

ATTEST BY:

_____

Rosa M. Olvera, City Secretary

STATE OF TEXAS §
ANGELINA COUNTY §
CITY OF DIBOLL §

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City of Diboll
Financial Statement
As of March 31, 2022

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01 - General Fund	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Revenue Summary							
Licenses & Permits	4,587.71	1,110.24	3,477.47	11,279.41	13,322.89	84.66%	2,043.48
Fines and Fees	55,399.45	41,212.24	14,187.21	228,584.86	494,546.94	46.22%	265,962.08
Franchise Tax	13,909.22	33,333.33	(19,424.11)	50,957.45	400,000.00	12.74%	349,042.55
Property Tax	33,577.63	103,549.25	(69,971.62)	1,247,567.76	1,242,590.97	100.40%	(4,976.79)
Sales Tax	50,921.04	52,458.25	(1,537.21)	322,137.97	629,499.03	51.17%	307,361.06
Interest	306.61	208.33	98.28	1,444.58	2,500.00	57.78%	1,055.42
Charges for Service	500.00	416.67	83.33	6,000.00	5,000.00	120.00%	(1,000.00)
Miscellaneous	200.00	7,408.71	(7,208.71)	66,973.99	66,168.30	101.22%	(805.69)
Revenue Totals	159,401.66	239,697.02	(80,295.36)	1,934,946.02	2,853,628.13	67.81%	918,682.11
Expense Summary							
Insurance	0.00	5,316.05	(5,316.05)	61,907.20	63,792.56	97.04%	1,885.36
Fines & Fees	0.00	38.33	(38.33)	160.49	460.00	34.89%	299.51
Administrative	9,409.33	37,504.62	(28,095.29)	88,046.11	335,798.38	26.22%	247,752.27
Capital Purchase	0.00	11,502.85	(11,502.85)	90,644.42	109,086.13	83.09%	18,441.71
Contractual & Professional Services	10,815.23	16,945.60	(6,130.37)	109,099.15	205,741.00	53.03%	96,641.85
Intergov't Contracts	8,106.59	2,894.34	5,212.25	25,015.82	47,732.00	52.41%	22,716.18
Utility	6,819.22	7,513.50	(694.28)	37,361.58	90,162.00	41.44%	52,800.42
Repairs & Maintenance	6,506.40	11,290.75	(4,784.35)	87,922.44	135,489.00	64.89%	47,566.56
Materials & Supplies	11,749.58	14,001.31	(2,251.73)	61,329.95	166,965.53	36.73%	105,635.58
Miscellaneous	(192.97)	133.33	(326.30)	210.20	1,600.00	13.14%	1,389.80
Payroll Expense	172,324.70	176,011.84	(3,687.14)	992,226.36	2,090,142.13	47.47%	1,097,915.77
Personnel	879.23	3,031.69	(2,152.46)	8,763.57	40,380.00	21.70%	31,616.43
Transfers	(160,140.00)	(46,376.02)	(113,763.98)	(423,935.86)	(432,720.63)	97.97%	(8,784.77)
Expense Totals	66,277.31	239,808.19	(173,530.88)	1,138,751.43	2,854,628.10	39.89%	1,715,876.67

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02 - Utility Fund	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Revenue Summary							
Charges for Service	196,305.65	224,114.41	(27,808.76)	1,306,767.64	2,689,373.00	48.59%	1,382,605.36
Miscellaneous	312.83	0.00	312.83	3,459.97	0.00	0.00%	(3,459.97)
Penalties & Interest	16,199.45	1,812.50	14,386.95	76,937.37	21,750.00	353.74%	(55,187.37)
Fines and Fees	248.26	83.33	164.93	1,480.91	1,000.00	148.09%	(480.91)
Interest	72.39	33.33	39.06	168.89	400.00	42.22%	231.11
Revenue Totals	213,138.58	226,043.57	(12,904.99)	1,388,814.78	2,712,523.00	51.20%	1,323,708.22
Expense Summary							
Insurance	0.00	2,128.84	(2,128.84)	25,081.89	25,546.05	98.18%	464.16
Administrative	682.72	3,506.25	(2,823.53)	27,410.33	42,075.00	65.15%	14,664.67
Contractual & Professional Services	65,498.30	69,548.88	(4,050.58)	436,024.27	841,920.00	51.79%	405,895.73
Utility	11,333.29	12,685.00	(1,351.71)	66,273.50	152,220.00	43.54%	85,946.50
Repairs & Maintenance	11,585.93	15,525.01	(3,939.08)	75,798.05	186,300.00	40.69%	110,501.95
Materials & Supplies	13,583.80	13,020.83	562.97	74,975.37	156,250.00	47.98%	81,274.63
Payroll Expense	42,520.70	46,861.85	(4,341.15)	225,994.39	550,342.03	41.06%	324,347.64
Personnel	624.65	899.99	(275.34)	2,960.78	10,800.00	27.41%	7,839.22
Note Expense	0.00	2,869.82	(2,869.82)	34,437.78	34,437.78	100.00%	0.00
Fines & Fees	0.00	550.00	(550.00)	3,295.97	6,600.00	49.94%	3,304.03
Capital Purchase	0.00	5,833.62	(5,833.62)	0.00	68,336.48	0.00%	68,336.48
Intergov't Contracts	132.75	3,333.33	(3,200.58)	1,590.26	40,000.00	3.98%	38,409.74
Transfers	0.00	50,830.97	(50,830.97)	611,638.52	611,638.52	100.00%	0.00
Expense Totals	145,962.14	227,594.39	(81,632.25)	1,585,481.11	2,726,465.86	58.15%	1,140,984.75

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03 - Recreation Fund	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Revenue Summary							
Fines and Fees	12.00	0.00	12.00	24.00	0.00	0.00%	(24.00)
Rentals & Leases	3,569.86	4,178.27	(608.41)	31,364.56	50,139.29	62.55%	18,774.73
Charges for Service	0.00	0.00	0.00	288.92	0.00	0.00%	(288.92)
Revenue Totals	3,581.86	4,178.27	(596.41)	31,677.48	50,139.29	63.18%	18,461.81
Expense Summary							
Insurance	0.00	51.03	(51.03)	600.13	612.38	98.00%	12.25
Administrative	209.14	368.75	(159.61)	682.07	4,425.00	15.41%	3,742.93
Contractual & Professional Services	60.00	(182.50)	242.50	360.00	2,810.00	12.81%	2,450.00
Utility	4,002.34	4,526.00	(523.66)	24,615.27	54,312.00	45.32%	29,696.73
Repairs & Maintenance	698.21	1,708.34	(1,010.13)	7,607.50	20,500.00	37.11%	12,892.50
Materials & Supplies	0.00	41.67	(41.67)	299.97	500.00	59.99%	200.03
Payroll Expense	3,480.15	3,227.31	252.84	19,872.19	38,727.71	51.31%	18,855.52
Transfers	0.00	(7,231.67)	7,231.67	(86,780.00)	(86,780.00)	100.00%	0.00
Expense Totals	8,449.84	2,508.93	5,940.91	(32,742.87)	35,107.09	-93.27%	67,849.96

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04 - Equipment Fund	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Expense Summary							
Transfers	0.00	1,916.67	(1,916.67)	23,000.00	23,000.00	100.00%	0.00
Expense Totals	0.00	1,916.67	(1,916.67)	23,000.00	23,000.00	100.00%	0.00

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05 - Restricted Fund	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Revenue Summary							
Miscellaneous	0.00	200.00	(200.00)	366.40	2,400.00	15.27%	2,033.60
Donations	0.00	0.00	0.00	900.00	0.00	0.00%	(900.00)
Contributions & Grants	0.00	9,325.00	(9,325.00)	111,900.00	111,900.00	100.00%	0.00
Revenue Totals	0.00	9,525.00	(9,525.00)	113,166.40	114,300.00	99.01%	1,133.60
Expense Summary							
Grant Expense	2,805.97	9,325.00	(6,519.03)	11,071.37	111,900.00	9.89%	100,828.63
Project Expense	0.00	191.67	(191.67)	(1,206.75)	2,300.00	(52.47%)	3,506.75
Expense Totals	2,805.97	9,516.67	(6,710.70)	9,864.62	114,200.00	8.64%	104,335.38

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06 - Hotel/Motel Tax Fund	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Revenue Summary							
Hotel Motel Tax	0.00	1,666.67	(1,666.67)	11,715.31	20,000.00	58.58%	8,284.69
Revenue Totals	0.00	1,666.67	(1,666.67)	11,715.31	20,000.00	58.58%	8,284.69
Expense Summary							
Administrative	0.00	333.33	(333.33)	0.00	4,000.00	0.00%	4,000.00
Transfers	14,420.00	3,367.61	11,052.39	30,420.00	30,240.00	100.60%	(180.00)
Expense Totals	14,420.00	3,700.94	10,719.06	30,420.00	34,240.00	88.84%	3,820.00

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07 - Seized Fund	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Revenue Summary							
Interest	0.26	0.00	0.26	2.77	0.00	0.00%	(2.77)
Revenue Totals	0.26	0.00	0.26	2.77	0.00	0.00%	(2.77)
Expense Summary							
Transfers	0.00	940.62	(940.62)	7,525.00	7,525.00	100.00%	0.00
Expense Totals	0.00	940.62	(940.62)	7,525.00	7,525.00	100.00%	0.00

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09 - MC Security Fund	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Revenue Summary							
Fines and Fees	1,435.56	416.67	1,018.89	6,273.24	5,000.00	125.46%	(1,273.24)
Revenue Totals	1,435.56	416.67	1,018.89	6,273.24	5,000.00	125.46%	(1,273.24)
Expense Summary							
Grant Expense	0.00	254.54	(254.54)	0.00	2,800.00	0.00%	2,800.00
Utility	0.00	3,107.66	(3,107.66)	0.00	30,094.00	0.00%	30,094.00
Transfers	0.00	416.67	(416.67)	5,000.00	5,000.00	100.00%	0.00
Expense Totals	0.00	3,778.87	(3,778.87)	5,000.00	37,894.00	13.19%	32,894.00

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10 - MC Tech Fund	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Revenue Summary							
Fines and Fees	1,301.59	500.00	801.59	5,582.44	6,000.00	93.04%	417.56
Revenue Totals	1,301.59	500.00	801.59	5,582.44	6,000.00	93.04%	417.56
Expense Summary							
Utility	360.48	455.92	(95.44)	2,165.39	5,471.00	39.58%	3,305.61
Materials & Supplies	0.00	277.73	(277.73)	0.00	3,055.00	0.00%	3,055.00
Transfers	23,320.00	3,331.42	19,988.58	23,320.00	23,320.00	100.00%	0.00
Expense Totals	23,680.48	4,065.07	19,615.41	25,485.39	31,846.00	80.03%	6,360.61

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11 - PEG Fund	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Revenue Summary							
Franchise Tax	0.00	291.67	(291.67)	2,229.02	3,500.00	63.69%	1,270.98
Revenue Totals	0.00	291.67	(291.67)	2,229.02	3,500.00	63.69%	1,270.98

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12 - Red Light Fund	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Revenue Summary							
Interest	6.39	0.00	6.39	46.84	0.00	0.00%	(46.84)
Revenue Totals	6.39	0.00	6.39	46.84	0.00	0.00%	(46.84)
Expense Summary							
Transfers	0.00	2,272.73	(2,272.73)	25,000.00	25,000.00	100.00%	0.00
Expense Totals	0.00	2,272.73	(2,272.73)	25,000.00	25,000.00	100.00%	0.00

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13 - Debt Service Fund	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Revenue Summary							
Property Tax	2,327.38	11,647.40	(9,320.02)	132,051.23	139,768.76	94.48%	7,717.53
Interest	19.77	0.00	19.77	59.33	0.00	0.00%	(59.33)
Revenue Totals	2,347.15	11,647.40	(9,300.25)	132,110.56	139,768.76	94.52%	7,658.20
Expense Summary							
Bond Expense	0.00	41,230.72	(41,230.72)	377,942.90	494,768.76	76.39%	116,825.86
Fines & Fees	0.00	20.83	(20.83)	300.00	250.00	120.00%	(50.00)
Transfers	0.00	(31,519.00)	31,519.00	(378,228.00)	(378,228.00)	100.00%	0.00
Note Expense	0.00	1,914.83	(1,914.83)	0.00	22,978.00	0.00%	22,978.00
Expense Totals	0.00	11,647.38	(11,647.38)	14.90	139,768.76	0.01%	139,753.86

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14 - Endowment Fund	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Revenue Summary							
Interest	0.00	526.40	(526.40)	0.00	6,316.80	0.00%	6,316.80
Revenue Totals	0.00	526.40	(526.40)	0.00	6,316.80	0.00%	6,316.80
Expense Summary							
Transfers	0.00	526.40	(526.40)	0.00	6,316.80	0.00%	6,316.80
Expense Totals	0.00	526.40	(526.40)	0.00	6,316.80	0.00%	6,316.80

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16 - MC Local Truancy Prevention & Diversion Fund	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Revenue Summary							
Fines and Fees	1,208.70	583.33	625.37	5,489.48	7,000.00	78.42%	1,510.52
Revenue Totals	1,208.70	583.33	625.37	5,489.48	7,000.00	78.42%	1,510.52
Expense Summary							
Contractual & Professional Services	0.00	772.73	(772.73)	0.00	9,000.00	0.00%	9,000.00
Expense Totals	0.00	772.73	(772.73)	0.00	9,000.00	0.00%	9,000.00

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17 - MC Municipal Jury Fund	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Revenue Summary							
Fines and Fees	24.07	10.00	14.07	109.62	120.00	91.35%	10.38
Revenue Totals	24.07	10.00	14.07	109.62	120.00	91.35%	10.38

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18 - Keep Diboll Beautiful	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Revenue Summary							
Contributions & Grants	0.00	1,047.93	(1,047.93)	12,575.19	12,575.19	100.00%	0.00
Donations	0.00	1,875.00	(1,875.00)	15,000.00	15,000.00	100.00%	0.00
Revenue Totals	0.00	2,922.93	(2,922.93)	27,575.19	27,575.19	100.00%	0.00
Expense Summary							
Project Expense	5,750.00	2,922.93	2,827.07	16,772.26	27,575.19	60.82%	10,802.93
Expense Totals	5,750.00	2,922.93	2,827.07	16,772.26	27,575.19	60.82%	10,802.93

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50 - Restricted Project Fund	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Expense Summary							
Transfers	122,400.00	(17,097.63)	139,497.63	(292,600.00)	(292,600.00)	100.00%	0.00
Expense Totals	122,400.00	(17,097.63)	139,497.63	(292,600.00)	(292,600.00)	100.00%	0.00

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DIBOLL CITY COUNCIL
12-MONTH ATTENDANCE RECORD

Council Member	3/16/21	4/13/21	4/29/21	5/4/21	5/11/21	5/17/2021	5/20/2021	5/27/21	6/8/2012	7/13/212	7/20/21	8/10/21
Brian Moreno				0	0	0	0	0	0	0	0	0
Ruben Terrazas				0	0	0	0	0	0	1	1	0
Daniel Lopez	0	0	0	0	0	0	0	0	0	0	0	0
Charles Moses, Sr.	0	0	0	0	0	0	0	0	0	1	0	0
Benita Sheffield Duffield	1	0	0	0	0	0	0	1	0	0	0	0
Luis Maldonado	0	0	0	0	0	0	0	0	0	1	1	0
Trey Wilkerson	0	0	0	0	0	0	0	0	0	0	0	0
Total Absences	**1**	**0**	**0**	**0**	**0**	**0**	**0**	**1**	**0**	**3**	**2**	**0**

Council Member	8/24/212	9/14/21	9/21/21	9/30/21	10/6/21	10/12/2021	11/9/21	12/14/21	1/11/2022	2/8/2022	3/8/2022	TOTAL TO-DATE
Brian Moreno	0	0	0	0	0	0	0	0	0	0	0	**0**
Ruben Terrazas	0	0	0	0	0	0	0	0	0	0	0	**2**
Daniel Lopez	0	0	0	0	0	0	0	1	0	1	0	**2**
Charles Moses, Sr.	0	0	0	0	0	0	0	0	0	0	0	**1**
Benita Sheffield Duffield	0	0	0	0	0	0	0	0	0	0	0	**2**
Luis Maldonado	1	0	0	0	0	0	0	1	0	0	0	**4**
Trey Wilkerson	0	0	0	0	0	0	0	0	0	0	0	**0**
Total Absences	**1**	**0**	**0**	**0**	**0**	**0**	**0**	**2**	**0**	**1**	**0**	**11**

Rosa M. Olvera - City Secretary

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Investment Report for the Quarter Ending March 31, 2022

INVESTMENT STRATEGY: The City intends to pursue a passive portfolio management philosophy. While the financial market will be monitored by investment officials and the City will purchase investments based on the parameters for liquidity and based on market conditions, investment officials do not intend to actively sell investments. Market and credit risk shall be minimized by diversification by investment instrument, by financial institution, and by maturity scheduling.

This report is in compliance with the Act, Chapter 2256 of the Local Government Code and the City of Diboll Investment Policy and Strategies

Respectfully Submitted: Sam Dunham

Dated: 4/04/2022

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City of Diboll
Endowment Investment Detail
through 3/31/2022

Money Market/Pooled Investments				
	Rate	Balance	Type	Description
Southside Trust Money Market - Investment Custody	0.0250%	159,652.54	Restricted	General Fund - Endowments
Total Pool and Money Market		159,652.54		

Endowment Investments

Principal may never be spent. Interest is used to fund operations of civic center, library, park and cemeteries.

Issuer	Purchase Date	Maturity Dates	Rate	Life (days)	Par Value	FMV	Previous Qtr FMV	Change in Mkt from last Qtr
US Treasury Bond	4/30/2021	4/30/2026	0.75%	1,487	170,000	157,647.80	166,719.00	(9,071.20)
Morgan Stanley Bank CD	4/11/2019	4/11/2022	2.60%	7	100,000	100,060.00	100,658.00	(598.00)
Goldman Sachs CD	11/20/2019	11/21/2022	1.80%	231	46,000	46,245.18	46,600.30	(355.12)
Ally Bank UTAH CD	1/30/2020	1/30/2023	1.80%	301	85,000	85,481.95	86,303.05	(821.10)
Federal Home Loan Bank	1/13/2022	12/20/2024	1.00%	991	250,000	239,375.00	250,000.00	(10,625.00)
Total Endowment Investments					651,000.00	628,809.93		(21,470.42)

Purchases / Redemptions

Issuer	*Purchase Date*	*Redemption Date*	*Rate*			*Par Value*	*Purchases/ Redemptions*
Federal Home Loan Bank	1/13/2022	12/20/2024	1.00%	991	250,000	250,000.00	(250,000.00)
Wells Fargo Bank CD	2/15/2017	2/15/2022	2.25%			150,000.00	150,000.00

Due From (+) / To(-)	*Description*	
Southside Trust Money Market - City of Diboll		(93,462.47)

Transfer From (+) / To(-)	*Description*	*Transfer Date*	*Transfer Amount*

SSB Trust Endowment Returns			2022	NOTES
	Endow Amt (in $1,000)	%	10/1/21 thru 3/31/22	10/1/21 thru 3/31/23
Civc Center	100	14%	730.60	Transfer to City
Forest haven	50	7%	365.30	Transfer to City
Library	100	14%	730.60	Transfer to Library
Park	20	3%	146.12	Transfer to City
Temple	425	61%	3,105.04	Transfer $5,100 per yr expenses + 15% remaining
Total	695	100%	5,077.66	
Total Fees			(483.56)	
Total Dividends			8.53	
Total Interest			5,552.69	

TOTAL ENDOWMENT INVESTMENTS	
	Balance
CASH EQUIVILENTS	159,652.54
FIXED INCOME SECURITIES	628,809.93
TOTAL ENDOWMENT INVESTMENTS	788,462.47

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City of Diboll
City Investment Detail
through 3/31/2022

Money Market/Pooled Investments				
	Rate	Balance	Type	Description
Southside Trust Money Market - City of Diboll	0.0250%	3,393.49	Unrestricted	General Fund
Commercial Bank	0.1500%	252,794.02	Unrestricted	General Fund
Texpool Contingency Account	0.1536%	255,613.78	Unrestricted	General Fund
Texpool Meter Deposit Account	0.1536%	104,391.83	Restricted	Water and Sewer Fund - Meter Deposits
Logic Contingency Account	0.2493%	277,562.82	Unrestricted	Water and Sewer Fund
BOK Financial		3,858,622.78	Restricted	Utility Fund - TWDB Loan Proceeds
Total Pool and Money Market		4,752,378.72		

Investments								
Issuer	Purchase Date	Maturity Dates	Rate	Life (days)	Par Value	FMV	Previous Qtr FMV	Change in Mkt from last Qtr
Morgan Stanley Bank CD	6/5/2018	5/31/2023	3.25%	422	93,000	94920.45	96,642.81	(1,722.36)
Total Endowment Investments					93,000.00	96,642.81		(1,722.36)

Purchases / Redemptions					
Issuer	*Purchase Date*	*Redemption Date*	*Rate*	*Par Value*	*Purchases/ Redemptions*

Due From (+) / To(-)	*Description*	
Southside Trust Money Market - Investment Custody		93,462.47

Transfer From (+) / To(-)	*Description*	*Transfer Date*	*Transfer Amount*

Year to Date Interest Earnings*		
** Interest is reflected net of bank service fees*		
General Fund	01-01-3800	1444.58
Utility Fund	02-09-3800	168.89
Seized Fund	07-03-3800	2.77
Red Light Fund	12-01-3800	46.84
Debt Service Fund	13-01-3800	59.33
Total interest earned		1722.41

SSB Trust Returns	2022
	10/1/21 thru 3/31/22
Total	1,406.41
Total Fees	(119.74)
Total Dividends	10.76
Total Interest	1,515.39

TOTAL ENDOWMENT INVESTMENTS	
	Balance
CASH EQUIVILENTS	4,752,378.72
FIXED INCOME SECURITIES	96,642.81
TOTAL ENDOWMENT INVESTMENTS	4,849,021.53

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City of Diboll
Cash Detail
through 3/31/2022

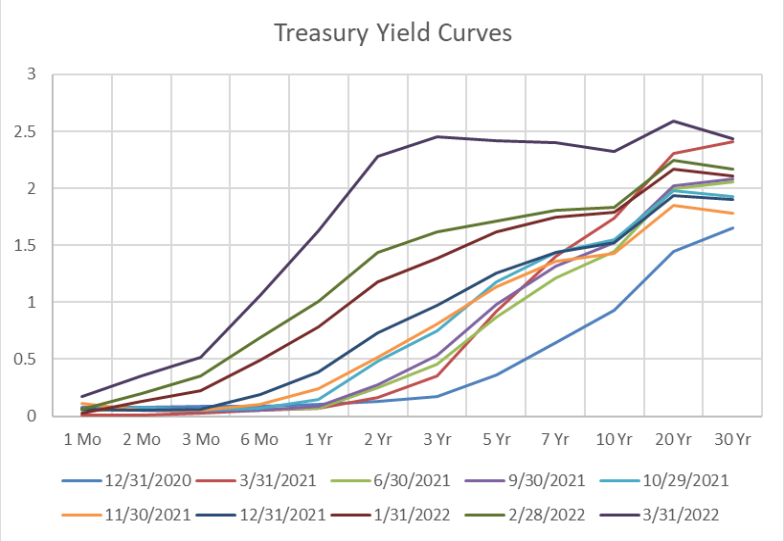
Cash Balances				
Restricted funds may only be used for the items described, Consolidated Cash Report				
Account Name	**Fund Description**	**Balance**	**Type**	**Description**
Consolidated Cash	General	1,189,174.75	Unrestricted	General Fund Operations
Consolidated Cash	Utility	(211,775.63)	Unrestricted	Water and Sewer Fund Operations
Consolidated Cash	Recreation	(37,785.29)	Unrestricted	Recreation Fun Operations
Consolidated Cash	Equipment	356.27	Unrestricted	Funds from sale of equipment
Consolidated Cash	Restricted	139,571.59	Restricted	Donated funds for specific projects
Consolidated Cash	Hotel/Motel	66,138.14	Restricted	Hotel taxes are deposited in this account
Consolidated Cash	Municipal Court Security	45,178.06	Restricted	Funds to be used to enhance the security of the court
Consolidated Cash	Municipal Court Technology	7,238.45	Restricted	Funds to be used to enhance the technology of the court
Consolidated Cash	Debt Service	83,520.65	Restricted	Property taxes designated for the payment of debt are deposited in this account
Consolidated Cash	MC Local Trueancy Prevention	16,814.46	Restricted	Funds to be used to finance a juvenile case manager
Consolidated Cash	MC Municipal Jury Fund	335.99	Restricted	Funds to be used for jury services
Consolidated Cash	Keep Diboll Beautiful	10,802.93	Restricted	Funds to be used for beautification of Diboll
Consolidated Cash	Retricted Project Fund	292,600.00	Restricted	Funds retricted to be used for Council Approved Projects
	Total Consolidated Cash	1,602,170.37		
Operations	General Fund	500.00	Unrestricted	Funds to be used for the purpose of accounts payable processing
PEG	PEG Fund	55,488.56	Restricted	Fees received from cable franchise for use in public television capital projects
Seized Funds	Siezed Fund	7,595.08	Restricted	Funds siezed from drug arrests are deposited in this account
Debt Service	Water and Sewer Fund	179,881.25	Restricted	Restricted to the payment of Debt Service
ARP	General Fund	644,739.04	Restricted	American Rescue Plan Grant Proceeds - restricted to approved projects
SIB	General Fund	225,000.00	Restricted	State Infrastructure Bank Loan proceeds - For the Contruction of Road
Red Light Revenue	General Fund	75,206.56	Restricted	Red Light Cameras no longer producing revenue, partial balance to fund pending litigation
	Total Other Cash	1,188,410.49		
Total Cash Balances		$ 2,790,580.86		

Accounts Closed		
Bank	***Description***	***Notes***
None		

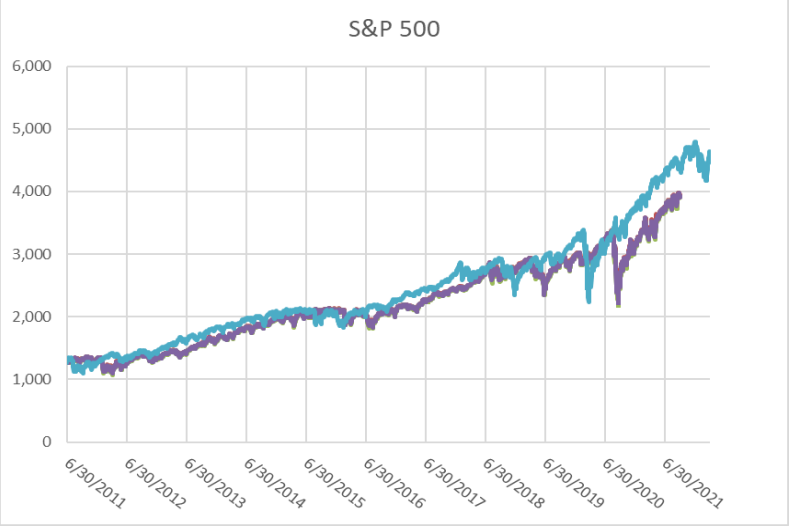
Accounts Opened		
Bank	***Description***	***Notes***
Southside Bank	Operating Account	Opened new account to act as future main account

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City of Diboll
Market Detail
through 3/31/2022







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SOFTWARE AS A SERVICE AGREEMENT

This Software as a Service Agreement is made between Tyler Technologies, Inc. and Client.

WHEREAS, Client selected Tyler to provide certain products and services set forth in the Investment Summary, including providing Client with access to Tyler's proprietary software products, and Tyler desires to provide such products and services under the terms of this Agreement;

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and promises set forth in this Agreement, Tyler and Client agree as follows:

SECTION A – DEFINITIONS

- **"Agreement"** means this Software as a Service Agreement.
- **"Business Travel Policy"** means our business travel policy. A copy of our current Business Travel Policy is attached as Schedule 1 to Exhibit B.
- **"Client**" means the City of Diboll, Texas.
- **"Data"** means your data necessary to utilize the Tyler Software.
- **"Data Storage Capacity"** means the contracted amount of storage capacity for your Data identified in the Investment Summary.
- **"Defect"** means a failure of the Tyler Software to substantially conform to the functional descriptions set forth in our written proposal to you, or their functional equivalent. Future functionality may be updated, modified, or otherwise enhanced through our maintenance and support services, and the governing functional descriptions for such future functionality will be set forth in our then-current Documentation.
- **"Defined Users"** means the number of users that are authorized to use the SaaS Services. The Defined Users for the Agreement are as identified in the Investment Summary. If Exhibit A contains EnerGov labeled software, defined users mean the maximum number of named users that are authorized to use the EnerGov labeled modules as indicated in the Investment Summary.
- **"Developer"** means a third party who owns the intellectual property rights to Third Party Software.
- **"Documentation"** means any online or written documentation related to the use or functionality of the Tyler Software that we provide or otherwise make available to you, including instructions, user guides, manuals and other training or self-help documentation.
- **"Effective Date"** means the date by which both your and our authorized representatives have signed the Agreement.
- **"Force Majeure"** means an event beyond the reasonable control of you or us, including, without limitation, governmental action, war, riot or civil commotion, fire, natural disaster, or any other cause that could not with reasonable diligence be foreseen or prevented by you or us.
- **"Investment Summary"** means the agreed upon cost proposal for the products and services attached as Exhibit A.

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- **"Invoicing and Payment Policy"** means the invoicing and payment policy. A copy of our current Invoicing and Payment Policy is attached as Exhibit B.
- **"Order Form"** means an ordering document that includes a quote or investment summary and specifying the items to be provided by Tyler to Client, including any addenda and supplements thereto.
- **"SaaS Fees"** means the fees for the SaaS Services identified in the Investment Summary.
- **"SaaS Services"** means software as a service consisting of system administration, system management, and system monitoring activities that Tyler performs for the Tyler Software, and includes the right to access and use the Tyler Software, receive maintenance and support on the Tyler Software, including Downtime resolution under the terms of the SLA, and Data storage and archiving. SaaS Services do not include support of an operating system or hardware, support outside of our normal business hours, or training, consulting or other professional services.
- **"SLA"** means the service level agreement. A copy of our current SLA is attached hereto as Exhibit C.
- **"Statement of Work"** means the industry standard implementation plan describing how our professional services will be provided to implement the Tyler Software, and outlining your and our roles and responsibilities in connection with that implementation. The Statement of Work is attached as Exhibit E.
- **"Support Call Process"** means the support call process applicable to all of our customers who have licensed the Tyler Software. A copy of our current Support Call Process is attached as Schedule 1 to Exhibit C.
- **"Third Party Hardware"** means the third party hardware, if any, identified in the Investment Summary.
- **"Third Party Products"** means the Third Party Software and Third Party Hardware.
- **"Third Party Services"** means the third party services, if any, identified in the Investment Summary.
- **"Third Party Software"** means the third party software, if any, identified in the Investment Summary.
- **"Third Party Terms"** means, if any, the end user license agreement(s) or similar terms for the Third Party Products or other parties' products or services, as applicable, and attached or indicated at Exhibit D.
- **"Tyler"** means Tyler Technologies, Inc., a Delaware corporation.
- **"Tyler Software"** means our proprietary software, including any integrations, custom modifications, and/or other related interfaces identified in the Investment Summary and licensed by us to you through this Agreement.
- **"we", "us", "our"** and similar terms mean Tyler.
- **"you"** and similar terms mean Client.

SECTION B – SAAS SERVICES

1. Rights Granted. We grant to you the non-exclusive, non-assignable limited right to use the SaaS Services solely for your internal business purposes for the number of Defined Users only. The Tyler Software will be made available to you according to the terms of the SLA. You acknowledge that we have no delivery obligations and we will not ship copies of the Tyler Software as part of the SaaS Services. You may use the SaaS Services to access updates and enhancements to the Tyler Software, as further described in Section C(9). The foregoing notwithstanding, to the extent we have sold you perpetual licenses for Tyler Software, if and listed in the Investment Summary, for which you are

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receiving SaaS Services, your rights to use such Tyler Software are perpetual, subject to the terms and conditions of this Agreement including, without limitation, Section B(4). We will make any such software available to you for download.

2. SaaS Fees. You agree to pay us the SaaS Fees. Those amounts are payable in accordance with our Invoicing and Payment Policy. The SaaS Fees are based on the number of Defined Users and amount of Data Storage Capacity. You may add additional users or additional data storage capacity on the terms set forth in Section H(1). In the event you regularly and/or meaningfully exceed the Defined Users or Data Storage Capacity, we reserve the right to charge you additional fees commensurate with the overage(s).

3. Ownership.

   3.1 We retain all ownership and intellectual property rights to the SaaS Services, the Tyler Software, and anything developed by us under this Agreement. You do not acquire under this Agreement any license to use the Tyler Software in excess of the scope and/or duration of the SaaS Services.

   3.2 The Documentation is licensed to you and may be used and copied by your employees for internal, non-commercial reference purposes only.

   3.3 You retain all ownership and intellectual property rights to the Data. You expressly recognize that except to the extent necessary to carry out our obligations contained in this Agreement, we do not create or endorse any Data used in connection with the SaaS Services.

4. Restrictions. You may not: (a) make the Tyler Software or Documentation resulting from the SaaS Services available in any manner to any third party for use in the third party's business operations; (b) modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the SaaS Services; (c) access or use the SaaS Services in order to build or support, and/or assist a third party in building or supporting, products or services competitive to us; or (d) license, sell, rent, lease, transfer, assign, distribute, display, host, outsource, disclose, permit timesharing or service bureau use, or otherwise commercially exploit or make the SaaS Services, Tyler Software, or Documentation available to any third party other than as expressly permitted by this Agreement.

5. Software Warranty. We warrant that the Tyler Software will perform without Defects during the term of this Agreement. If the Tyler Software does not perform as warranted, we will use all reasonable efforts, consistent with industry standards, to cure the Defect in accordance with the maintenance and support process set forth in Section C(9), below, the SLA and our then current Support Call Process.

6. Socrata Terms and Conditions. Tyler and Client agree to perform and be bound by all covenants, terms, and conditions of the Socrata Terms and Conditions, which are attached hereto as Exhibit E ("Socrata Agreement") with respect to the Socrata Open Finance Suite, Open Finance Expenditures, and Open Finance Payroll software as more particularly described in the Investment Summary, and all such covenants, terms, and conditions are incorporated by reference as if set forth at length herein. Specific to the Socrata items only, in the event of a conflict between any term or provision in the Socrata Agreement and any term or provision in this Agreement, the terms of the Socrata Agreement shall govern.

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7. SaaS Services.

7.1 Our SaaS Services are audited at least yearly in accordance with the AICPA's Statement on Standards for Attestation Engagements ("SSAE") No. 18. We have attained, and will maintain, SOC 1 and SOC 2 compliance, or its equivalent, for so long as you are timely paying for SaaS Services. The scope of audit coverage varies for some Tyler Software solutions. Upon execution of a mutually agreeable Non-Disclosure Agreement ("NDA"), we will provide you with a summary of our compliance report(s) or its equivalent. Every year thereafter, for so long as the NDA is in effect and in which you make a written request, we will provide that same information. If our SaaS Services are provided using a 3rd party data center, we will provide available compliance reports for that data center.

7.2 You will be hosted on shared hardware in a Tyler data center or in a third-party data center. In either event, databases containing your Data will be dedicated to you and inaccessible to our other customers.

7.3 Our Tyler data centers have fully-redundant telecommunications access, electrical power, and the required hardware to provide access to the Tyler Software in the event of a disaster or component failure. In the event of a data center failure, we reserve the right to employ our disaster recovery plan for resumption of the SaaS Services. In that event, we commit to a Recovery Point Objective ("RPO") of 24 hours and a Recovery Time Objective ("RTO") of 24 hours. RPO represents the maximum duration of time between the most recent recoverable copy of your hosted Data and subsequent data center failure. RTO represents the maximum duration of time following data center failure within which your access to the Tyler Software must be restored.

7.4 We conduct annual penetration testing of either the production network and/or web application to be performed. We will maintain industry standard intrusion detection and prevention systems to monitor malicious activity in the network and to log and block any such activity. We will provide you with a written or electronic record of the actions taken by us in the event that any unauthorized access to your database(s) is detected as a result of our security protocols. We will undertake an additional security audit, on terms and timing to be mutually agreed to by the parties, at your written request. You may not attempt to bypass or subvert security restrictions in the SaaS Services or environments related to the Tyler Software. Unauthorized attempts to access files, passwords or other confidential information, and unauthorized vulnerability and penetration test scanning of our network and systems (hosted or otherwise) is prohibited without the prior written approval of our IT Security Officer.

7.5 We test our disaster recovery plan on an annual basis. Our standard test is not client-specific. Should you request a client-specific disaster recovery test, we will work with you to schedule and execute such a test on a mutually agreeable schedule. At your written request, we will provide test results to you within a commercially reasonable timeframe after receipt of the request.

7.6 We will be responsible for importing back-up and verifying that you can log-in. You will be responsible for running reports and testing critical processes to verify the returned Data.

7.7 We provide secure Data transmission paths between each of your workstations and our servers.

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7.8 Tyler data centers are accessible only by authorized personnel with a unique key entry. All other visitors to Tyler data centers must be signed in and accompanied by authorized personnel. Entry attempts to the data center are regularly audited by internal staff and external auditors to ensure no unauthorized access.

7.9 Where applicable with respect to our applications that take or process card payment data, we are responsible for the security of cardholder data that we possess, including functions relating to storing, processing, and transmitting of the cardholder data and affirm that, as of the Effective Date, we comply with applicable requirements to be considered PCI DSS compliant and have performed the necessary steps to validate compliance with the PCI DSS. We agree to supply the current status of our PCI DSS compliance program in the form of an official Attestation of Compliance, which can be found at https://www.tylertech.com/about-us/compliance, and in the event of any change in our status, will comply with applicable notice requirements.

SECTION C – PROFESSIONAL SERVICES

1. Professional Services. We will provide you the various implementation-related services itemized in the Investment Summary and described in the Statement of Work.

2. Professional Services Fees. You agree to pay us the professional services fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy. You acknowledge that the fees stated in the Investment Summary are good-faith estimates of the amount of time and materials required for your implementation. We will bill you the actual fees incurred based on the in-scope services provided to you. Any discrepancies in the total values set forth in the Investment Summary will be resolved by multiplying the applicable hourly rate by the quoted hours.

3. Additional Services. The Investment Summary contains, and the Statement of Work describes, the scope of services and related costs (including programming and/or interface estimates) required for the project based on our understanding of the specifications you supplied. If additional work is required, or if you use or request additional services, we will provide you with an addendum or change order, as applicable, outlining the costs for the additional work. The price quotes in the addendum or change order will be valid for thirty (30) days from the date of the quote.

4. Cancellation. If travel is required, we will make all reasonable efforts to schedule travel for our personnel, including arranging travel reservations, at least two (2) weeks in advance of commitments. Therefore, if you cancel services less than two (2) weeks in advance (other than for Force Majeure or breach by us), you will be liable for all (a) non-refundable expenses incurred by us on your behalf, and (b) daily fees associated with cancelled professional services if we are unable to reassign our personnel. We will make all reasonable efforts to reassign personnel in the event you cancel within two (2) weeks of scheduled commitments.

5. Services Warranty. We will perform the services in a professional, workmanlike manner, consistent with industry standards. In the event we provide services that do not conform to this warranty, we will re-perform such services at no additional cost to you.

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6. Site Access and Requirements. At no cost to us, you agree to provide us with full and free access to your personnel, facilities, and equipment as may be reasonably necessary for us to provide implementation services, subject to any reasonable security protocols or other written policies provided to us as of the Effective Date, and thereafter as mutually agreed to by you and us.

7. Background Checks. For at least the past twelve (12) years, all of our employees have undergone criminal background checks prior to hire. All employees sign our confidentiality agreement and security policies.

8. Client Assistance. You acknowledge that the implementation of the Tyler Software is a cooperative process requiring the time and resources of your personnel. You agree to use all reasonable efforts to cooperate with and assist us as may be reasonably required to meet the agreed upon project deadlines and other milestones for implementation. This cooperation includes at least working with us to schedule the implementation-related services outlined in this Agreement. We will not be liable for failure to meet any deadlines and milestones when such failure is due to Force Majeure or to the failure by your personnel to provide such cooperation and assistance (either through action or omission).

9. Maintenance and Support. For so long as you timely pay your SaaS Fees according to the Invoicing and Payment Policy, then in addition to the terms set forth in the SLA and the Support Call Process, we will:

   9.1 perform our maintenance and support obligations in a professional, good, and workmanlike manner, consistent with industry standards, to resolve Defects in the Tyler Software (subject to any applicable release life cycle policy);

   9.2 provide support during our established support hours;

   9.3 maintain personnel that are sufficiently trained to be familiar with the Tyler Software and Third Party Software, if any, in order to provide maintenance and support services;

   9.4 make available to you all releases to the Tyler Software (including updates and enhancements) that we make generally available without additional charge to customers who have a maintenance and support agreement in effect; and

   9.5 provide non-Defect resolution support of prior releases of the Tyler Software in accordance with any applicable release life cycle policy.

We will use all reasonable efforts to perform support services remotely. Currently, we use a third-party secure unattended connectivity tool called Bomgar, as well as GotoAssist by Citrix. Therefore, you agree to maintain a high-speed internet connection capable of connecting us to your PCs and server(s). You agree to provide us with a login account and local administrative privileges as we may reasonably require to perform remote services. We will, at our option, use the secure connection to assist with proper diagnosis and resolution, subject to any reasonably applicable security protocols. If we cannot resolve a support issue remotely, we may be required to provide onsite services. In such event, we will be responsible for our travel expenses, unless it is determined that the reason onsite support was required was a reason outside our control. Either way, you agree to provide us with full and free access to the Tyler Software, working space, adequate facilities within a reasonable distance from the

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equipment, and use of machines, attachments, features, or other equipment reasonably necessary for us to provide the maintenance and support services, all at no charge to us. We strongly recommend that you also maintain your VPN for backup connectivity purposes.

For the avoidance of doubt, SaaS Fees do not include the following services: (a) onsite support (unless Tyler cannot remotely correct a Defect in the Tyler Software, as set forth above); (b) application design; (c) other consulting services; or (d) support outside our normal business hours as listed in our then-current Support Call Process. Requested services such as those outlined in this section will be billed to you on a time and materials basis at our then current rates. You must request those services with at least one (1) weeks' advance notice.

SECTION D – THIRD PARTY PRODUCTS

1. Third Party Hardware. We will sell, deliver, and install onsite the Third Party Hardware, if you have purchased any, for the price set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.

2. Third Party Software. As part of the SaaS Services, you will receive access to the Third Party Software and related documentation for internal business purposes only. Your rights to the Third Party Software will be governed by the Third Party Terms.

3. Third Party Products Warranties.

   3.1 We are authorized by each Developer to grant access to the Third Party Software.

   3.2 The Third Party Hardware will be new and unused, and upon payment in full, you will receive free and clear title to the Third Party Hardware.

   3.3 You acknowledge that we are not the manufacturer of the Third Party Products. We do not warrant or guarantee the performance of the Third Party Products. However, we grant and pass through to you any warranty that we may receive from the Developer or supplier of the Third Party Products.

4. Third Party Services. If you have purchased Third Party Services, those services will be provided independent of Tyler by such third-party at the rates set forth in the Investment Summary and in accordance with our Invoicing and Payment Policy.

SECTION E - INVOICING AND PAYMENT; INVOICE DISPUTES

1. Invoicing and Payment. We will invoice you the SaaS Fees and fees for other professional services in the Investment Summary per our Invoicing and Payment Policy, subject to Section E(2).

2. Invoice Disputes. If you believe any delivered software or service does not conform to the warranties in this Agreement, you will provide us with written notice within thirty (30) days of your receipt of the applicable invoice. The written notice must contain reasonable detail of the issues you contend are in dispute so that we can confirm the issue and respond to your notice with either a justification of the invoice, an adjustment to the invoice, or a proposal addressing the issues presented in your notice. We will work with you as may be necessary to develop an action plan that

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outlines reasonable steps to be taken by each of us to resolve any issues presented in your notice. You may withhold payment of the amount(s) actually in dispute, and only those amounts, until we complete the action items outlined in the plan. If we are unable to complete the action items outlined in the action plan because of your failure to complete the items agreed to be done by you, then you will remit full payment of the invoice. We reserve the right to suspend delivery of all SaaS Services, including maintenance and support services, if you fail to pay an invoice not disputed as described above within fifteen (15) days of notice of our intent to do so.

SECTION F – TERM AND TERMINATION

1. Term. The initial term of this Agreement is equal to the number of years indicated for SaaS Services in Exhibit A, commencing on the first day of the first month following the Effective Date, unless earlier terminated as set forth below. If no duration is indicated in Exhibit A, the initial term is one (1) year. Upon expiration of the initial term, this Agreement will renew automatically for additional one (1) year renewal terms at our then-current SaaS Fees unless terminated in writing by either party at least sixty (60) days prior to the end of the then-current renewal term. Your right to access or use the Tyler Software and the SaaS Services will terminate at the end of this Agreement.

2. Termination. This Agreement may be terminated as set forth below. In the event of termination, you will pay us for all undisputed fees and expenses related to the software, products, and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. Disputed fees and expenses in all terminations other than your termination for cause must have been submitted as invoice disputes in accordance with Section E(2).

   2.1 Failure to Pay SaaS Fees. You acknowledge that continued access to the SaaS Services is contingent upon your timely payment of SaaS Fees. If you fail to timely pay the SaaS Fees, we may discontinue the SaaS Services and deny your access to the Tyler Software. We may also terminate this Agreement if you don't cure such failure to pay within forty-five (45) days of receiving written notice of our intent to terminate.

   2.2 For Cause. If you believe we have materially breached this Agreement, you will invoke the Dispute Resolution clause set forth in Section H(3). You may terminate this Agreement for cause in the event we do not cure, or create a mutually agreeable action plan to address, a material breach of this Agreement within the thirty (30) day window set forth in Section H(3).

   2.3 Force Majeure. Either party has the right to terminate this Agreement if a Force Majeure event suspends performance of the SaaS Services for a period of forty-five (45) days or more.

   2.4 Lack of Appropriations. If you should not appropriate or otherwise make available funds sufficient to utilize the SaaS Services, you may unilaterally terminate this Agreement upon thirty (30) days written notice to us. You will not be entitled to a refund or offset of previously paid, but unused SaaS Fees. You agree not to use termination for lack of appropriations as a substitute for termination for convenience.

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SECTION G – INDEMNIFICATION, LIMITATION OF LIABILITY AND INSURANCE

1. Intellectual Property Infringement Indemnification.

   1.1 We will defend you against any third party claim(s) that the Tyler Software or Documentation infringes that third party's patent, copyright, or trademark, or misappropriates its trade secrets, and will pay the amount of any resulting adverse final judgment (or settlement to which we consent). You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.

   1.2 Our obligations under this Section G(1) will not apply to the extent the claim or adverse final judgment is based on your use of the Tyler Software in contradiction of this Agreement, including with non-licensed third parties, or your willful infringement.

   1.3 If we receive information concerning an infringement or misappropriation claim related to the Tyler Software, we may, at our expense and without obligation to do so, either: (a) procure for you the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent, in which case you will stop running the allegedly infringing Tyler Software immediately. Alternatively, we may decide to litigate the claim to judgment, in which case you may continue to use the Tyler Software consistent with the terms of this Agreement.

   1.4 If an infringement or misappropriation claim is fully litigated and your use of the Tyler Software is enjoined by a court of competent jurisdiction, in addition to paying any adverse final judgment (or settlement to which we consent), we will, at our option, either: (a) procure the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent. This section provides your exclusive remedy for third party copyright, patent, or trademark infringement and trade secret misappropriation claims.

2. General Indemnification.

   2.1 We will indemnify and hold harmless you and your agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for (a) personal injury or property damage to the extent caused by our negligence or willful misconduct; or (b) our violation of PCI-DSS requirements or a law applicable to our performance under this Agreement. You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.

   2.2 To the extent permitted by applicable law, you will indemnify and hold harmless us and our agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for personal injury or property damage to the extent caused by your negligence or willful misconduct; or (b) your violation of a law applicable to your performance under this Agreement. We will notify you promptly in writing of the claim and will give you sole control over its defense or settlement. We agree to provide you with reasonable assistance, cooperation, and information in defending the claim at your expense.

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3. **DISCLAIMER. EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES, DUTIES, OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

4. **LIMITATION OF LIABILITY. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, OUR LIABILITY FOR DAMAGES ARISING OUT OF THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO YOUR ACTUAL DIRECT DAMAGES, NOT TO EXCEED (A) DURING THE INITIAL TERM, AS SET FORTH IN SECTION F(1), TOTAL FEES PAID AS OF THE TIME OF THE CLAIM; OR (B) DURING ANY RENEWAL TERM, THE THEN-CURRENT ANNUAL SAAS FEES PAYABLE IN THAT RENEWAL TERM. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY AND TO THE MAXIMUM EXTENT ALLOWED UNDER APPLICABLE LAW, THE EXCLUSION OF CERTAIN DAMAGES, AND EACH SHALL APPLY REGARDLESS OF THE FAILURE OF AN ESSENTIAL PURPOSE OF ANY REMEDY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO SECTIONS G(1) AND G(2).**

5. **EXCLUSION OF CERTAIN DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**

6. Insurance. During the course of performing services under this Agreement, we agree to maintain the following levels of insurance: (a) Commercial General Liability of at least $1,000,000; (b) Automobile Liability of at least $1,000,000; (c) Professional Liability of at least $1,000,000; (d) Workers Compensation complying with applicable statutory requirements; and (e) Excess/Umbrella Liability of at least $5,000,000. We will add you as an additional insured to our Commercial General Liability and Automobile Liability policies, which will automatically add you as an additional insured to our Excess/Umbrella Liability policy as well. We will provide you with copies of certificates of insurance upon your written request.

SECTION H – GENERAL TERMS AND CONDITIONS

1. Additional Products and Services. You may purchase additional products and services at the rates set forth in the Investment Summary for twelve (12) months from the Effective Date by executing a mutually agreed addendum. If no rate is provided in the Investment Summary, or those twelve (12) months have expired, you may purchase additional products and services at our then-current list price, also by executing a mutually agreed addendum. The terms of this Agreement will control any such additional purchase(s), unless otherwise specifically provided in the addendum.

2. Optional Items. Pricing for any listed optional products and services in the Investment Summary will be valid for twelve (12) months from the Effective Date.

3. Dispute Resolution. You agree to provide us with written notice within thirty (30) days of becoming aware of a dispute. You agree to cooperate with us in trying to reasonably resolve all disputes, including, if requested by either party, appointing a senior representative to meet and engage in good faith negotiations with our appointed senior representative. Senior representatives will

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convene within thirty (30) days of the written dispute notice, unless otherwise agreed. All meetings and discussions between senior representatives will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Evidence 408 or any similar applicable state rule. If we fail to resolve the dispute, then the parties shall participate in non-binding mediation in an effort to resolve the dispute. If the dispute remains unresolved after mediation, then either of us may assert our respective rights and remedies in a court of competent jurisdiction. Nothing in this section shall prevent you or us from seeking necessary injunctive relief during the dispute resolution procedures.

4. Taxes. The fees in the Investment Summary do not include any taxes, including, without limitation, sales, use, or excise tax. If you are a tax-exempt entity, you agree to provide us with a tax-exempt certificate. Otherwise, we will pay all applicable taxes to the proper authorities and you will reimburse us for such taxes. If you have a valid direct-pay permit, you agree to provide us with a copy. For clarity, we are responsible for paying our income taxes, both federal and state, as applicable, arising from our performance of this Agreement.

5. Nondiscrimination. We will not discriminate against any person employed or applying for employment concerning the performance of our responsibilities under this Agreement. This discrimination prohibition will apply to all matters of initial employment, tenure, and terms of employment, or otherwise with respect to any matter directly or indirectly relating to employment concerning race, color, religion, national origin, age, sex, sexual orientation, ancestry, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation. We will post, where appropriate, all notices related to nondiscrimination as may be required by applicable law.

6. E-Verify. We have complied, and will comply, with the E-Verify procedures administered by the U.S. Citizenship and Immigration Services Verification Division for all of our employees assigned to your project.

7. Subcontractors. We will not subcontract any services under this Agreement without your prior written consent, not to be unreasonably withheld.

8. Binding Effect; No Assignment. This Agreement shall be binding on, and shall be for the benefit of, either your or our successor(s) or permitted assign(s). Neither party may assign this Agreement without the prior written consent of the other party; provided, however, your consent is not required for an assignment by us as a result of a corporate reorganization, merger, acquisition, or purchase of substantially all of our assets.

9. Force Majeure. Except for your payment obligations, neither party will be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure; provided, however, that within ten (10) business days of the Force Majeure event, the party whose performance is delayed provides the other party with written notice explaining the cause and extent thereof, as well as a request for a reasonable time extension equal to the estimated duration of the Force Majeure event.

10. No Intended Third Party Beneficiaries. This Agreement is entered into solely for the benefit of you and us. No third party will be deemed a beneficiary of this Agreement, and no third party will have the right to make any claim or assert any right under this Agreement. This provision does not affect

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the rights of third parties under any Third Party Terms.

11. Entire Agreement; Amendment. This Agreement represents the entire agreement between you and us with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, implied, or statutory. Purchase orders submitted by you, if any, are for your internal administrative purposes only, and the terms and conditions contained in those purchase orders will have no force or effect. This Agreement may only be modified by a written amendment signed by an authorized representative of each party.

12. Severability. If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement will be considered valid and enforceable to the fullest extent permitted by law.

13. No Waiver. In the event that the terms and conditions of this Agreement are not strictly enforced by either party, such non-enforcement will not act as or be deemed to act as a waiver or modification of this Agreement, nor will such non-enforcement prevent such party from enforcing each and every term of this Agreement thereafter.

14. Independent Contractor. We are an independent contractor for all purposes under this Agreement.

15. Notices. All notices or communications required or permitted as a part of this Agreement, such as notice of an alleged material breach for a termination for cause or a dispute that must be submitted to dispute resolution, must be in writing and will be deemed delivered upon the earlier of the following: (a) actual receipt by the receiving party; (b) upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the receiving party; (c) upon receipt by sender of proof of email delivery; or (d) if not actually received, five (5) days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt requested) affixed and addressed to the other party at the address set forth on the signature page hereto or such other address as the party may have designated by proper notice. The consequences for the failure to receive a notice due to improper notification by the intended receiving party of a change in address will be borne by the intended receiving party.

16. Client Lists. You agree that we may identify you by name in client lists, marketing presentations, and promotional materials.

17. Confidentiality. Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities, including the parties. Confidential information is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (*e.g.*, social security numbers) and trade secrets, each as defined by applicable state law. Each party agrees that it will not disclose any confidential information of the other party and further agrees to take all reasonable and appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement. This obligation of confidentiality will not apply to information that:
    (a) is in the public domain, either at the time of disclosure or afterwards, except by breach of this Agreement by a party or its employees or agents;

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(b) a party can establish by reasonable proof was in that party's possession at the time of initial disclosure;
(c) a party receives from a third party who has a right to disclose it to the receiving party; or
(d) is the subject of a legitimate disclosure request under the open records laws or similar applicable public disclosure laws governing this Agreement; provided, however, that in the event you receive an open records or other similar applicable request, you will give us prompt notice and otherwise perform the functions required by applicable law.

18. Quarantining of Client Data. Some services provided by Tyler require us to be in possession of your Data. In the event we detect malware or other conditions associated with your Data that are reasonably suspected of putting Tyler resources or other Tyler clients' data at risk, we reserve the absolute right to move your Data from its location within a multi-tenancy Tyler hosted environment to an isolated "quarantined" environment without advance notice. Your Data will remain in such quarantine for a period of at least six (6) months during which time we will review the Data, and all traffic associated with the Data, for signs of malware or other similar issues. If no issues are detected through such reviews during the six (6) month period of quarantine, we will coordinate with you the restoration of your Data to a non-quarantined environment. In the event your Data must remain in quarantine beyond this six (6) month period through no fault of Tyler's, we reserve the right to require payment of additional fees for the extended duration of quarantine. We will provide an estimate of what those costs will be upon your request.

19. Business License. In the event a local business license is required for us to perform services hereunder, you will promptly notify us and provide us with the necessary paperwork and/or contact information so that we may timely obtain such license.

20. Governing Law. This Agreement will be governed by and construed in accordance with the laws of your state of domicile, without regard to its rules on conflicts of law.

21. Multiple Originals and Authorized Signatures. This Agreement may be executed in multiple originals, any of which will be independently treated as an original document. Any electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment hereto will be deemed an original signature and will be fully enforceable as if an original signature. Each party represents to the other that the signatory set forth below is duly authorized to bind that party to this Agreement.

22. Cooperative Procurement. To the maximum extent permitted by applicable law, we agree that this Agreement may be used as a cooperative procurement vehicle by eligible jurisdictions. We reserve the right to negotiate and customize the terms and conditions set forth herein, including but not limited to pricing, to the scope and circumstances of that cooperative procurement.

23. Contract Documents. This Agreement includes the following exhibits:

Exhibit A	Investment Summary
Exhibit B	Invoicing and Payment Policy
	Schedule 1: Business Travel Policy
Exhibit C	Service Level Agreement
	Schedule 1: Support Call Process
Exhibit D	Web Services – Hosted Application Terms

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Exhibit E	Socrata Software as a Service Terms and Conditions
Exhibit F	Statement of Work

IN WITNESS WHEREOF, a duly authorized representative of each party has executed this Agreement as of the date(s) set forth below.

Tyler Technologies, Inc.	City of Diboll, Texas
By:_____	By:_____
Name:_____	Name:_____
Title:_____	Title:_____
Date:_____	Date:_____
Address for Notices: Tyler Technologies, Inc. One Tyler Drive Yarmouth, ME 04096 Attention: Chief Legal Officer	Address for Notices: City of Diboll 400 Kenley Street Diboll, TX 75941 Attention: _____

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Exhibit A
Investment Summary

The following Investment Summary details the software and services to be delivered by us to you under the Agreement. This Investment Summary is effective as of the Effective Date. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

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Quoted By: John Hardin
Quote Expiration: 2/5/22
Quote Name:

Sales Quotation For:
City of Diboll
400 Kenley St
Diboll TX 75941

Tyler Annual Software - SaaS

Description	List Price	Discount	Annual
Incode			
Incode 10 Financial Management Suite			
Core Financials	$ 6,427	$ 321	$ 6,106
Grants Management	$ 643	$ 19	$ 624
Personnel Management (Includes Position Budgeting)	$ 7,070	$ 354	$ 6,716
Employee Self Service (Employee Portal) [16]	$ 1,920	$ 0	$ 1,920
Project Accounting	$ 1,415	$ 42	$ 1,373
Purchasing	$ 2,122	$ 64	$ 2,058
Incode 10 Customer Relationship Management Suite			
Utility CIS System - Water/Gas	$ 7,713	$ 386	$ 7,327
Cashiering	$ 2,443	$ 73	$ 2,370
Utility Billing Online Component (Based on # of Accts ($.48 x # of Accts)	$ 864	$ 0	$ 864
Third Party Printing Interface	$ 2,251	$ 68	$ 2,183
Mobile Service Orders	$ 643	$ 19	$ 624
Work Order Asset Maintenance	$ 3,254	$ 0	$ 3,254

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Incode Community Development Suite			
Permitting Online Component	$ 810	$ 0	$ 810
Permitting	$ 2,251	$ 68	$ 2,183
Cemetery Records	$ 707	$ 21	$ 686
Incode 10 Court Suite			
Criminal Court Case Management	$ 6,816	$ 341	$ 6,475
Cashiering	$ 0	$ 0	$ 0
Output Director	$ 1,769	$ 53	$ 1,716
Brazos Citation Issuing Device Interface	$ 0	$ 0	$ 0
Collection Agency Export Interface	$ 1,061	$ 32	$ 1,029
ExecuTime			
ExecuTime Time & Attendance Mobile Access License	$ 1,503	$ 75	$ 1,428
ExecuTime Time & Attendance	$ 3,107	$ 93	$ 3,014
ExecuTime Advanced Scheduling	$ 5,030	$ 151	$ 4,879
Socrata			
Open Finance Suite	$ 5,400	$ 0	$ 5,400
Open Finance Expenditures	$ 1,800	$ 0	$ 1,800
Open Finance Payroll	$ 1,800	$ 0	$ 1,800
Tyler Content Management			
Tyler Content Manager Standard Edition	$ 1,609	$ 48	$ 1,561
TOTAL:	**$ 70,428**	**$ 2,228**	**$ 68,200**
Term # of Years:	**3**		

Tyler Annual Services

Description	List Price	Discount	Annual
Incode			
Other Services			
Tyler U	$ 1,700	$ 0	$ 1,700

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TOTAL:		**$ 1,700**	**$ 0**	**$ 1,700**

Tyler Fees per Transaction

Description	Unit Price	Discount	Net Unit Price
Incode			
Incode 10 Customer Relationship Management Suite			
EasyPay Online Payment Component	$ 1.25	$ 0.00	$ 1.25
IVR Solution for Utility Billing	$ 1.25	$ 0.00	$ 1.25
Notifications for Utility Billing	$ 0.10	$ 0.00	$ 0.10
Court Case Resolution Bundle	$ 0.00	$ 0.00	$ 0.00

Third Party Software & Hardware

Description	Quantity	Unit Price	Unit Discount	Extended Price	Maintenance
Incode					
Hardware					
Epson TMH6000V Thermal Receipt Printer White USB NEW	2	$ 1,050	$ 0	$ 2,100	$ 406
Symbol LS2208 Bar Code Scanner w/ intellistand NEW	1	$ 350	$ 0	$ 350	$ 70
Topaz Signature Pad T-L462 - USB w/ Serial Emulation TLBK462-BSB Hosted Court Sites	2	$ 525	$ 0	$ 1,050	$ 210
TOTAL:				**$ 3,500**	**$ 686**

Services

Description	Hours/Units	Price	Discount	Extended Price	Maintenance
Incode 10 Financial Management Suite					
Professional Services	260	$ 33,800	$ 0	$ 33,800	$ 0
Accounts Payable History Data Conversion	1	$ 500	$ 0	$ 500	$ 0

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Accounts Payable Vendors Data Conversion	1	$ 1,000	$ 0	$ 1,000	$ 0
General Ledger History Data Conversion	1	$ 500	$ 0	$ 500	$ 0
General Ledger Chart of Accounts Data Conversion	1	$ 1,000	$ 0	$ 1,000	$ 0
Financials Project Management	1	$ 1,250	$ 0	$ 1,250	$ 0
Personnel Management -Payroll History Data Conversion	1	$ 1,000	$ 0	$ 1,000	$ 0
Personnel Management - Employees Records Data Conversion	1	$ 2,000	$ 0	$ 2,000	$ 0
Incode 10 Customer Relationship Management Suite					
Professional Services	248	$ 32,240	$ 0	$ 32,240	$ 0
Utility Billing Data Conversion	1	$ 6,000	$ 0	$ 6,000	$ 0
Customer Relationship Management Suite Project Management	1	$ 1,400	$ 0	$ 1,400	$ 0
Incode Community Development Suite					
Professional Services	48	$ 6,240	$ 0	$ 6,240	$ 0
Incode Community Development Project Management	1	$ 1,250	$ 0	$ 1,250	$ 0
Incode 10 Court Suite					
Professional Services	84	$ 10,920	$ 0	$ 10,920	$ 0
Project Management - Court	1	$ 1,400	$ 0	$ 1,400	$ 0
Warrants & Judgments Data Conversion	1	$ 1,500	$ 0	$ 1,500	$ 0
Fee Instance, Payment Plans, Restitution Data Conversion	1	$ 4,500	$ 0	$ 4,500	$ 0
Court Case Management Data Conversion	1	$ 5,000	$ 0	$ 5,000	$ 0
MyCivic					
MyCivic Project Management	1	$ 250	$ 0	$ 250	$ 0
Executime					
Professional Services	98	$ 12,740	$ 0	$ 12,740	$ 0
Executime Project Management	1	$ 1,250	$ 0	$ 1,250	$ 0
Socrata					
Professional Services	32	$ 4,160	$ 0	$ 4,160	$ 0
Tyler Content Management					
Professional Services	32	$ 4,160	$ 0	$ 4,160	$ 0
TOTAL:		**$ 134,060**	**$ 0**	**$ 134,060**	**$ 0**

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Summary	One Time Fees	Recurring Fees
Total SaaS		$ 68,200
Total Third Party Hardware, Software, Services	$ 3,500	$ 686
Total Tyler Services	$ 134,060	$ 1,700
Summary Total	**$ 137,560**	**$ 70,586**
Contract Total	**$ 208,146**	

Detailed Breakdown of Professional Services (Included in Summary Total)

Description	Hours	List Price	Discount	Extended Price	Maintenance
Incode					
Incode 10 Financial Management Suite					
Accounts Payable History Data Analysis	4	$ 520	$ 0	$ 520	$ 0
Accounts Payable Vendors Data Analysis	4	$ 520	$ 0	$ 520	$ 0
Core Financials	112	$ 14,560	$ 0	$ 14,560	$ 0
General Ledger History Data Analysis	4	$ 520	$ 0	$ 520	$ 0
Grants Management	8	$ 1,040	$ 0	$ 1,040	$ 0
Personnel Management History Data Analysis	4	$ 520	$ 0	$ 520	$ 0
Personnel Management	92	$ 11,960	$ 0	$ 11,960	$ 0
Personnel Management - Employees Records Data Analysis	4	$ 520	$ 0	$ 520	$ 0
Project Accounting	12	$ 1,560	$ 0	$ 1,560	$ 0
Purchasing	16	$ 2,080	$ 0	$ 2,080	$ 0
Sub-Total	**260**	**$ 33,800**	**$ 0**	**$ 33,800**	**$ 0**
Incode 10 Customer Relationship Management Suite					
Utility Billing Data Analysis	12	$ 1,560	$ 0	$ 1,560	$ 0
Cashiering	28	$ 3,640	$ 0	$ 3,640	$ 0
Third Party Printing Interface	4	$ 520	$ 0	$ 520	$ 0
Utility CIS System - Water/Gas	144	$ 18,720	$ 0	$ 18,720	$ 0

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Mobile Service Orders	4	$ 520	$ 0	$ 520	$ 0
Work Order Asset Maintenance	56	$ 7,280	$ 0	$ 7,280	$ 0
Sub-Total	**248**	**$ 32,240**	**$ 0**	**$ 32,240**	**$ 0**
Incode Community Development Suite					
Cemetery Records	8	$ 1,040	$ 0	$ 1,040	$ 0
Permitting	40	$ 5,200	$ 0	$ 5,200	$ 0
Sub-Total	**48**	**$ 6,240**	**$ 0**	**$ 6,240**	**$ 0**
Incode 10 Court Suite					
Criminal Court Case Management	52	$ 6,760	$ 0	$ 6,760	$ 0
Warrants & Judgements Data Analysis	4	$ 520	$ 0	$ 520	$ 0
Output Director	8	$ 1,040	$ 0	$ 1,040	$ 0
Fee Instance, Payment Plans, Restitution Data Analysis	8	$ 1,040	$ 0	$ 1,040	$ 0
Court Case Management Data Analysis	8	$ 1,040	$ 0	$ 1,040	$ 0
Cashiering	4	$ 520	$ 0	$ 520	$ 0
Sub-Total	**84**	**$ 10,920**	**$ 0**	**$ 10,920**	**$ 0**
ExecuTime					
ExecuTime Advanced Scheduling	48	$ 6,240	$ 0	$ 6,240	$ 0
ExecuTime Time & Attendance	50	$ 6,500	$ 0	$ 6,500	$ 0
Sub-Total	**98**	**$ 12,740**	**$ 0**	**$ 12,740**	**$ 0**
Socrata					
Open Finance Expenditures	6	$ 780	$ 0	$ 780	$ 0
Open Finance Suite	20	$ 2,600	$ 0	$ 2,600	$ 0
Open Finance Payroll	6	$ 780	$ 0	$ 780	$ 0
Sub-Total	**32**	**$ 4,160**	**$ 0**	**$ 4,160**	**$ 0**
Tyler Content Management					
Tyler Content Manager Standard Edition	32	$ 4,160	$ 0	$ 4,160	$ 0
Sub-Total	**32**	**$ 4,160**	**$ 0**	**$ 4,160**	**$ 0**
TOTAL:	**802**	**$ 104,260**	**$ 0**	**$ 104,260**	**$ 0**

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Comments

Utility Billing conversions include contacts/properties/accounts, service meter info - meter inventory, transaction/consumption/read history, metered services, non-metered service. Additional fee for historical views.

Accounts Payable conversions include Vendor Master Only - additional fee for historical views.

Cashiering supports credit/debit cards via ETS, includes PCI Compliant, a cash collection interface, a cashiering receipt import)
Core Financials includes general ledger, budget prep, bank recon, AP, CellSense, a standard forms pkg, output director, positive pay, secure signatures (qty 2).
EasyPay Online Payment Component allows clients to setup payment forms for misc. payments with a fixed, calculated or open payment amount. The payments are sent from the website to the cash collection/Cashiering application and then posted to the GL application. NOTE: There is a $1.25 per transaction fee associated with the EasyPay that will be paid by client unless Tyler is instructed by the client to pass along to the user at time of payment.

General Ledger History conversion includes unlimited historical records

General Ledger conversions include Chart of Accounts - additional fee for historical views.
Incode IVR Solution for Utility Billing-The payment packet is created in centralized cash collections. The IVR system gives the customer an account balance, the customer makes the payment by phone, and the account manager is updated with the payment record. NOTE: There is a $1.25 per transaction fee associated with the IVR that will be paid by client unless Tyler is instructed by the client to pass along to the user at time of payment.
Notification for Utility Billing ($0.10 per call) includes Customer notification by phone (call late notices and general notifications). Call lists are automatically generated and the account is updated after the call. It includes a custom message for each call type and the call message can be in English or Spanish. It generates reports based on call results. Note: The Utility will be billed at the rate specified above for all the calls made. The Utility will be billed quarterly by Tyler Technologies for calls conducted.

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Incode Utility Billing Online Component displays the current status (late, cut off etc), the action needed to avoid penalty, current balance, deposits on file (optional), last payment date, last payment amount, payment arrangements on file, last bill amount, last bill date, bill due date, contracts on file and status, transaction history (online payments). Payment packet is created to be imported to utility system. Address information includes legal description, precinct, school district, and services at address(subject to data availability). Includes consumption history by service (including graphs), request for service (optional), information change request (optional), security -SSL (secure socket layer). Note that the customer pays $1.25 fee per transaction for payment on-line.

Personnel Management History conversion includes unlimited historical records
Personnel Management/Payroll conversions include employee master, deductions/taxes, retirement, current leave totals, current direct deposit - additional fee for historical views.
Utility CIS System includes collections, tax lien process and import, utility payment import, a standard forms pkg., output director and one Utility handheld meter-reader interface.
Court Case Resolution Bundle includes: Incode Court Online Case Resolution, Court IVR and Notifications for Court. A fee is paid by the defendant for each transaction processed through Incode Court Online or Court IVR: $1.00 for payments under $100, $2.50 for payments over $100, and $3.50 for advanced online transactions. A $0.20 fee is paid by the client for each violation for which a phone notification is attempted. Text message notifications are free of charge provided the client 1) enables the standard campaigns that include a link to Incode Court Online, and 2) enables advanced online transactions that are currently available or defendants at the counter or by mail. This contract replaces existing Incode Court Online annual fees.
Court Case Management conversion includes Name Information (Address, phone, name notes), Vehicle Information, Officer Information, Offense Code Information, Case Information (violation date, comments, citation), Witness Information, Disposition Information

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Exhibit B
Invoicing and Payment Policy

We will provide you with the software and services set forth in the Investment Summary of the Agreement. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

Invoicing: We will invoice you for the applicable software and services in the Investment Summary as set forth below. Your rights to dispute any invoice are set forth in the Agreement.

1. SaaS Fees. SaaS Fees are invoiced on an annual basis, beginning on the commencement of the initial term as set forth in Section F (1) of this Agreement. Your annual SaaS fees for the initial term are set forth in the Investment Summary. Upon expiration of the initial term, your annual SaaS fees will be at our then-current rates.

2. Other Tyler Software and Services.

   2.1 *VPN Device*: The fee for the VPN device will be invoiced upon installation of the VPN.

   2.2 *Implementation and Other Professional Services (including training)*: Implementation and other professional services (including training) are billed and invoiced as delivered, at the rates set forth in the Investment Summary.

   2.3 *Consulting Services*: If you have purchased any Business Process Consulting services, if they have been quoted as fixed-fee services, they will be invoiced 50% upon your acceptance of the Best Practice Recommendations, by module, and 50% upon your acceptance of custom desktop procedures, by module. If you have purchased any Business Process Consulting services and they are quoted as an estimate, then we will bill you the actual services delivered on a time and materials basis.

   2.4 *Conversions*: Fixed-fee conversions are invoiced 50% upon initial delivery of the converted Data, by conversion option, and 50% upon Client acceptance to load the converted Data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, we will bill you the actual services delivered on a time and materials basis.

   2.5 *Requested Modifications to the Tyler Software*: Requested modifications to the Tyler Software are invoiced 50% upon delivery of specifications and 50% upon delivery of the applicable modification. You must report any failure of the modification to conform to the specifications within thirty (30) days of delivery; otherwise, the modification will be deemed to be in compliance with the specifications after the 30-day window has passed. You may still report Defects to us as set forth in this Agreement.

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2.6 *Other Fixed Price Services*: Other fixed price services are invoiced as delivered, at the rates set forth in the Investment Summary. For the avoidance of doubt, where "Project Planning Services" are provided, payment will be due upon delivery of the Implementation Planning document.

2.7 Web Services: Annual fees for web services are payable in advance, commencing upon the availability of the service. Your annual fees for the initial term are set forth in the Investment Summary. Upon expiration of the initial term, your annual fees will be at our then-current rates.

2.8 *Annual Services*: Unless otherwise indicated in this Exhibit B, fees for annual services are due annually, in advance, commencing on the availability of the service. Your annual fees for the initial term are set forth in the Investment Summary. Upon expiration of the initial term, your annual fees will be at our then-current rates.

3. Third Party Products.

3.1 *Third Party Software License Fees*: License fees for Third Party Software, if any, are invoiced when we make it available to you for downloading.

3.2 *Third Party Software Maintenance*: The first year maintenance for the Third Party Software is invoiced when we make it available to you for downloading.

3.3 *Third Party Hardware*: Third Party Hardware costs, if any, are invoiced upon delivery.

3.4 *Third Party Services:* Fees for Third Party Services, if any, are invoiced as delivered, along with applicable expenses, at the rates set forth in the Investment Summary.

4. Transaction Fees. Unless paid directly by an end user at the time of transaction, per transaction (call, message, etc.) fees are invoiced on a quarterly basis. Fees are indicated in Schedule A and may be increased by Tyler upon notice of no less than thirty (30) days.

5. Expenses. The service rates in the Investment Summary do not include travel expenses. Expenses for Tyler delivered services will be billed as incurred and only in accordance with our then-current Business Travel Policy, plus a 10% travel agency processing fee. Our current Business Travel Policy is attached to this Exhibit B as Schedule 1. Copies of receipts will be provided upon request; we reserve the right to charge you an administrative fee depending on the extent of your requests. Receipts for miscellaneous items less than twenty-five dollars and mileage logs are not available.

Payment. Payment for undisputed invoices is due within forty-five (45) days of the invoice date. We prefer to receive payments electronically. Our electronic payment information is available by contacting AR@tylertech.com.

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Exhibit B
Schedule 1
Business Travel Policy

1. Air Travel

   A. Reservations & Tickets

   The Travel Management Company (TMC) used by Tyler will provide an employee with a direct flight within two hours before or after the requested departure time, assuming that flight does not add more than three hours to the employee's total trip duration and the fare is within $100 (each way) of the lowest logical fare. If a net savings of $200 or more (each way) is possible through a connecting flight that is within two hours before or after the requested departure time and that does not add more than three hours to the employee's total trip duration, the connecting flight should be accepted.

   Employees are encouraged to make advanced reservations to take full advantage of discount opportunities. Employees should use all reasonable efforts to make travel arrangements at least two (2) weeks in advance of commitments. A seven (7) day advance booking requirement is mandatory. When booking less than seven (7) days in advance, management approval will be required.

   Except in the case of international travel where a segment of continuous air travel is six (6) or more consecutive hours in length, only economy or coach class seating is reimbursable. Employees shall not be reimbursed for "Basic Economy Fares" because these fares are non-refundable and have many restrictions that outweigh the cost-savings.

   B. Baggage Fees

   Reimbursement of personal baggage charges are based on trip duration as follows:

   - Up to five (5) days = one (1) checked bag
   - Six (6) or more days = two (2) checked bags

   Baggage fees for sports equipment are not reimbursable.

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2. Ground Transportation

A. Private Automobile

Mileage Allowance – Business use of an employee's private automobile will be reimbursed at the current IRS allowable rate, plus out of pocket costs for tolls and parking. Mileage will be calculated by using the employee's office as the starting and ending point, in compliance with IRS regulations. Employees who have been designated a home office should calculate miles from their home.

B. Rental Car

Employees are authorized to rent cars only in conjunction with air travel when cost, convenience, and the specific situation reasonably require their use. When renting a car for Tyler business, employees should select a "mid-size" or "intermediate" car. "Full" size cars may be rented when three or more employees are traveling together. Tyler carries leased vehicle coverage for business car rentals; except for employees traveling to Alaska and internationally (excluding Canada), additional insurance on the rental agreement should be declined.

C. Public Transportation

Taxi or airport limousine services may be considered when traveling in and around cities or to and from airports when less expensive means of transportation are unavailable or impractical. The actual fare plus a reasonable tip (15-18%) are reimbursable. In the case of a free hotel shuttle to the airport, tips are included in the per diem rates and will not be reimbursed separately.

D. Parking & Tolls

When parking at the airport, employees must use longer term parking areas that are measured in days as opposed to hours. Park and fly options located near some airports may also be used. For extended trips that would result in excessive parking charges, public transportation to/from the airport should be considered. Tolls will be reimbursed when receipts are presented.

3. Lodging

Tyler's TMC will select hotel chains that are well established, reasonable in price, and conveniently located in relation to the traveler's work assignment. Typical hotel chains include Courtyard, Fairfield Inn, Hampton Inn, and Holiday Inn Express. If the employee has a discount rate with a local hotel, the hotel reservation should note that discount and the employee should confirm the lower rate with the hotel upon arrival. Employee memberships in travel clubs such as AAA should be noted in their travel profiles so that the employee can take advantage of any lower club rates.

"No shows" or cancellation fees are not reimbursable if the employee does not comply with the hotel's cancellation policy.

Tips for maids and other hotel staff are included in the per diem rate and are not reimbursed separately.

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Employees are not authorized to reserve non-traditional short-term lodging, such as Airbnb, VRBO, and HomeAway. Employees who elect to make such reservations shall not be reimbursed.

4. Meals and Incidental Expenses

Employee meals and incidental expenses while on travel status within the continental U.S. are in accordance with the federal per diem rates published by the General Services Administration. Incidental expenses include tips to maids, hotel staff, and shuttle drivers and other minor travel expenses. Per diem rates are available at www.gsa.gov/perdiem.

Per diem for Alaska, Hawaii, U.S. protectorates and international destinations are provided separately by the Department of State and will be determined as required.

A. Overnight Travel

For each full day of travel, all three meals are reimbursable. Per diems on the first and last day of a trip are governed as set forth below.

Departure Day

Depart before 12:00 noon	Lunch and dinner
Depart after 12:00 noon	Dinner

Return Day

Return before 12:00 noon	Breakfast
Return between 12:00 noon & 7:00 p.m.	Breakfast and lunch
Return after 7:00 p.m.*	Breakfast, lunch and dinner

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

The reimbursement rates for individual meals are calculated as a percentage of the full day per diem as follows:

Breakfast	15%
Lunch	25%
Dinner	60%

B. Same Day Travel

Employees traveling at least 100 miles to a site and returning in the same day are eligible to claim lunch on an expense report. Employees on same day travel status are eligible to claim dinner in the event they return home after 7:00 p.m.*

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

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5. Internet Access – Hotels and Airports

   Employees who travel may need to access their e-mail at night. Many hotels provide free high speed internet access and Tyler employees are encouraged to use such hotels whenever possible. If an employee's hotel charges for internet access it is reimbursable up to $10.00 per day. Charges for internet access at airports are not reimbursable.

6. International Travel

   All international flights with the exception of flights between the U.S. and Canada should be reserved through TMC using the "lowest practical coach fare" with the exception of flights that are six (6) or more consecutive hours in length. In such event, the next available seating class above coach shall be reimbursed.

   When required to travel internationally for business, employees shall be reimbursed for photo fees, application fees, and execution fees when obtaining a new passport book, but fees related to passport renewals are not reimbursable. Visa application and legal fees, entry taxes and departure taxes are reimbursable.

   The cost of vaccinations that are either required for travel to specific countries or suggested by the U.S. Department of Health & Human Services for travel to specific countries, is reimbursable.

   Section 4, Meals & Incidental Expenses, and Section 2.b., Rental Car, shall apply to this section.

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Exhibit C
Service Level Agreement

I. Agreement Overview

This SLA operates in conjunction with, and does not supersede or replace any part of, the Agreement. It outlines the information technology service levels that we will provide to you to ensure the availability of the application services that you have requested us to provide. All other support services are documented in the Support Call Process.

II. Definitions. Except as defined below, all defined terms have the meaning set forth in the Agreement.

Actual Attainment: The percentage of time the Tyler Software is available during a calendar quarter, calculated as follows: (Service Availability – Downtime) ÷ Service Availability.

Client Error Incident: Any service unavailability resulting from your applications, content or equipment, or the acts or omissions of any of your service users or third-party providers over whom we exercise no control.

Downtime: Those minutes during Service Availability, as defined below, when all users cannot launch, login, search or save primary data in the Tyler Software. Downtime does not include those instances in which only a Defect is present.

Emergency Maintenance: (1) maintenance that is required to patch a critical security vulnerability; (2) maintenance that is required to prevent an imminent outage of Service Availability; or (3) maintenance that is mutually agreed upon in writing by Tyler and the Client.

Planned Downtime: Downtime that occurs during a Standard or Emergency Maintenance window.

Service Availability: The total number of minutes in a calendar quarter that the Tyler Software is capable of receiving, processing, and responding to requests, excluding Planned Downtime, Client Error Incidents, denial of service attacks and Force Majeure.

Standard Maintenance: Routine maintenance to the Tyler Software and infrastructure. Standard Maintenance is limited to five (5) hours per week.

III. Service Availability

a. Your Responsibilities

Whenever you experience Downtime, you must make a support call according to the procedures outlined in the Support Call Process. You will receive a support case number.

b. Our Responsibilities

When our support team receives a call from you that Downtime has occurred or is occurring, we will work with you to identify the cause of the Downtime (including whether it may be the result of Planned

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Downtime, a Client Error Incident, Denial of Service attack or Force Majeure). We will also work with you to resume normal operations.

c. Client Relief

Our targeted Attainment Goal is 100%. You may be entitled to credits as indicated in the Client Relief Schedule found below. Your relief credit is calculated as a percentage of the SaaS fees paid for the calendar quarter.

In order to receive relief credits, you must submit a request through one of the channels listed in our Support Call Process within fifteen days (15) of the end of the applicable quarter. We will respond to your relief request within thirty (30) day(s) of receipt.

The total credits confirmed by us will be applied to the SaaS Fee for the next billing cycle. Issuing of such credit does not relieve us of our obligations under the Agreement to correct the problem which created the service interruption.

Client Relief Schedule	
Actual Attainment	**Client Relief**
99.99% - 98.00%	Remedial action will be taken
97.99% - 95.00%	4%
Below 95.00%	5%

IV. Maintenance Notifications

We perform Standard Maintenance during limited windows that are historically known to be reliably low-traffic times. If and when maintenance is predicted to occur during periods of higher traffic, we will provide advance notice of those windows and will coordinate to the greatest extent possible with you.

Not all maintenance activities will cause application unavailability. However, if Tyler anticipates that activities during a Standard or Emergency Maintenance window may make the Tyler Software unavailable, we will provide advance notice, as reasonably practicable that the Tyler Software will be unavailable during the maintenance window.

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Exhibit C
Schedule 1
Support Call Process

Support Channels

Tyler Technologies, Inc. provides the following channels of software support for authorized users*:

(1) On-line submission (portal) – for less urgent and functionality-based questions, users may create support incidents through the Tyler Customer Portal available at the Tyler Technologies website. A built-in Answer Panel provides users with resolutions to most "how-to" and configuration-based questions through a simplified search interface with machine learning, potentially eliminating the need to submit the support case.
(2) Email – for less urgent situations, users may submit emails directly to the software support group.
(3) Telephone – for urgent or complex questions, users receive toll-free, telephone software support.

** Channel availability may be limited for certain applications.*

Support Resources

A number of additional resources are available to provide a comprehensive and complete support experience:

(1) Tyler Website – www.tylertech.com – for accessing client tools, documentation, and other information including support contact information.
(2) Tyler Search -a knowledge based search engine that lets you search multiple sources simultaneously to find the answers you need, 24x7.
(3) Tyler Community –provides a venue for all Tyler clients with current maintenance agreements to collaborate with one another, share best practices and resources, and access documentation.
(4) Tyler University – online training courses on Tyler products.

Support Availability

Tyler Technologies support is available during the local business hours of 8 AM to 5 PM (Monday – Friday) across four US time zones (Pacific, Mountain, Central and Eastern). Tyler's holiday schedule is outlined below. There will be no support coverage on these days.

New Year's Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day
Labor Day	

For support teams that provide after-hours service, we will provide you with procedures for contacting support staff after normal business hours for reporting Priority Level 1 Defects only. Upon receipt of

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such a Defect notification, we will use commercially reasonable efforts to meet the resolution targets set forth below.

We will also make commercially reasonable efforts to be available for one pre-scheduled Saturday of each month to assist your IT staff with applying patches and release upgrades, as well as consulting with them on server maintenance and configuration of the Tyler Software environment.

Incident Handling

Incident Tracking

Every support incident is logged into Tyler's Customer Relationship Management System and given a unique case number. This system tracks the history of each incident. The case number is used to track and reference open issues when clients contact support. Clients may track incidents, using the case number, through Tyler's Customer Portal or by calling software support directly.

Incident Priority

Each incident is assigned a priority level, which corresponds to the Client's needs. Tyler and the Client will reasonably set the priority of the incident per the chart below. This chart is not intended to address every type of support incident, and certain "characteristics" may or may not apply depending on whether the Tyler software has been deployed on customer infrastructure or the Tyler cloud. The goal is to help guide the Client towards clearly understanding and communicating the importance of the issue and to describe generally expected response and resolution targets in the production environment only.

References to a "confirmed support incident" mean that Tyler and the Client have successfully validated the reported Defect/support incident.

Priority Level	Characteristics of Support Incident	Resolution Targets*
1 Critical	Support incident that causes (a) complete application failure or application unavailability; (b) application failure or unavailability in one or more of the client's remote location; or (c) systemic loss of multiple essential system functions.	Tyler shall provide an initial response to Priority Level 1 incidents within one (1) business hour of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within one (1) business day. For non-hosted customers, Tyler's responsibility for lost or corrupted data is limited to assisting the Client in restoring its last available database.

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Priority Level	Characteristics of Support Incident	Resolution Targets*
2 High	Support incident that causes (a) repeated, consistent failure of essential functionality affecting more than one user or (b) loss or corruption of data.	Tyler shall provide an initial response to Priority Level 2 incidents within four (4) business hours of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within ten (10) business days. For non-hosted customers, Tyler's responsibility for loss or corrupted data is limited to assisting the Client in restoring its last available database.
3 Medium	Priority Level 1 incident with an existing circumvention procedure, or a Priority Level 2 incident that affects only one user or for which there is an existing circumvention procedure.	Tyler shall provide an initial response to Priority Level 3 incidents within one (1) business day of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents without the need for a circumvention procedure with the next published maintenance update or service pack, which shall occur at least quarterly. For non-hosted customers, Tyler's responsibility for lost or corrupted data is limited to assisting the Client in restoring its last available database.
4 Non-critical	Support incident that causes failure of non-essential functionality or a cosmetic or other issue that does not qualify as any other Priority Level.	Tyler shall provide an initial response to Priority Level 4 incidents within two (2) business days of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents, as well as cosmetic issues, with a future version release.

**Response and Resolution Targets may differ by product or business need*

Incident Escalation

If Tyler is unable to resolve any priority level 1 or 2 defect as listed above or the priority of an issue has elevated since initiation, you may escalate the incident to the appropriate resource, as outlined by each product support team. The corresponding resource will meet with you and any Tyler staff to establish a mutually agreeable plan for addressing the defect.

Remote Support Tool

Some support calls may require further analysis of the Client's database, processes or setup to diagnose a problem or to assist with a question. Tyler will, at its discretion, use an industry-standard remote support tool. Tyler's support team must have the ability to quickly connect to the Client's system and view the site's setup, diagnose problems, or assist with screen navigation. More information about the remote support tool Tyler uses is available upon request.

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Exhibit D
Web Services – Hosted Application Terms

Tyler Technologies, Inc. will provide you with the hosted applications indicated in the Investment Summary. The terms and conditions contained in this document only apply to our provision of those applications. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

1. Hosted Applications. We will provide you with any of the following hosted applications as indicated in the Investment Summary.

   1.1. *Web Services*: Our Web Services are designed to enable you to easily establish a presence on the Internet. Our Web Hosting and Design is composed of our Web Hosting and Design Publishing Component and other miscellaneous components. These components may be used independently or in conjunction with each other.

   1.2. *Utility Billing On-Line*: Our Utility Billing On-Line Component allows you to make available certain information from your utility billing system to citizens with Internet access. This information is posted to your web site, which is hosted on our web server. With the proper security clearance, citizens with Internet access have access to the data which can include: Consumption information, service level information, requests for service, accounting information and the opportunity to pay their Utility Bill over the Internet using a credit card.

   1.3. *Court On-Line*: Our Court On-Line Component provides the ability for municipal court fines to be paid by credit card via the Internet. This system interfaces seamlessly with our Incode Municipal Court System.

   1.4. *On-Line Records Search*: Our On-Line Records Search Component allows you to display citations and/or docket information. The website can be available for public view or locked down to secured access only. This system interfaces seamlessly with our INCODE Municipal Court System.

   1.5. *Building Projects On-Line*: Our Building Projects On-Line Component allows you to make available certain information from your building projects system to citizens with Internet access. This information is posted to your web site, which is hosted on our web server. With the proper security clearance, citizens with Internet access have access to the data which can include: Building project status, inspection results, inspection scheduling and the opportunity to pay their building projects over the Internet using a credit card.

   1.6. *Business License On-Line*: Our Business License On-Line Component allows you to make available certain information from your business license system to citizens with Internet access. This information is posted to your web site, which is hosted on our web server. With the proper security clearance, citizens with Internet access have access to the data which can include: business license status, business license renewal and the opportunity to pay their business license

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over the Internet using a credit card.

1.7. *Accounts Receivable On-Line*: Our Accounts Receivable On-Line Component allows you to make available certain information from your accounts receivable system to citizens with Internet access. This information is posted to your web site, which is hosted on our web server. With the proper security clearance, citizens with Internet access have access to the data which can include: current balance, contract status, and the opportunity to pay the accounts receivable over the Internet using a credit card.

1.8. *Call Center On-Line*: Our Call Center On-Line Component allows you to make available certain information from your call center system to citizens with Internet access. This information is posted to your web site, which is hosted on our web server. With the proper security clearance, citizens with Internet access have access to the data which can include: current and past incidents, create a new incident and view status of incident.

1.9. *Property Tax On-Line*: Our Property Tax On-Line Component allows you to make available certain information from your Property Tax System to citizens with Internet access. This information is posted to your web site, which is hosted on our web server. With the proper security clearance, citizens with Internet access have access to the data which can include: parcel number, receipt number, tax amount due, and the opportunity to pay the Property Tax over the Internet using a credit card.

1.10. *Sales Tax On-Line*: Our Sales Tax On-Line Component allows you to make available certain information from your Sales Tax System to citizens with Internet access. This information is posted to your web site, which is hosted on our web server. With the proper security clearance, citizens with Internet access have access to the data to pay outstanding Sales Tax balances over the Internet using a credit card.

1.11. *Code Enforcement Online*: Our Code Enforcement Online component allows you to make available certain information from your code enforcement system to citizens with Internet access. This information is posted to your website, which is hosted on our web server. With the proper security clearance, citizens with Internet access have access to data which can include: Incident Status, Incident Results.

2. Term. We will grant you access to the hosted applications provided you timely pay all associated fees. The term of your subscription will commence on the Effective Date and will continue for three (3) years. Thereafter, the term will be automatically extended in separate one (1) year periods. Either party may cancel this subscription to the hosted applications upon sixty (60) days written notice to the other.

3. Nature of Website. We shall maintain a website for you, allowing a user to access relevant data provided by you. This data may include information from your Tyler Software system. This website will be capable of accepting payments via Secured Socket Layer (SSL) encryption and credit card or debit card charge.

4. Data Procurement. You must set up a merchant account with Electronic Transaction System Corporation or authorized.net to be solely used for our Web Service transactions. The merchant account must be set up to fund to your bank account. You are responsible for all fees and expenses of the merchant account. You must install and run Tyler Web Services to allow us to transfer the necessary data from your system to our servers on a real time basis. Certain information, such as payment

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information, must be conveyed to you. We will be responsible for transferring such information to you on a regular basis. Tyler Web Services may require a dedicated IP address; assignment of this address is your responsibility. While we assume responsibility for data transfer, we are not responsible for accuracy of data transferred.

5. Limited License. Your license to use the hosted applications will automatically terminate upon cancellation of this subscription, or upon your failure to timely pay fees or otherwise comply with these terms and conditions.

6. Ownership of Data. All data you provide to us for the purposes of generating the website shall remain your property. Should you terminate your subscription, we shall return to you any such data in our possession.

7. Fees. You agree to pay the initial fee and annual subscription fees as stated in the Investment Summary and in accordance with our Invoicing and Payment Policy. We may increase the per-transaction fee for online payment no more than once per year with sixty (60) days prior written notice.

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Exhibit E
Socrata Software as a Service Terms and Conditions

SECTION A – DEFINITIONS

Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

- **"Agreement"** means the agreement under which Tyler has licensed and/or provided access to the Tyler Software Products to Client.
- **"Alert"** means a message that is delivered when Client-defined thresholds are exceeded**.**
- **"API"** means application-programming interface.
- **"Client**" means the City of Diboll, Texas
- **"Client Data"** means data, datasets, files, information, content and links uploaded or provided by Client through the use of the SaaS Services, but excluding Third Party Services.
- **"Confidential Information"** means nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (*e.g.*, Social Security numbers) and trade secrets, each as defined by applicable state law.
- **"Dataset"** means physical collection of information, typically modeled as a table of rows and columns of data.
- **"Data Storage"** means the contracted amount of storage capacity for your Data identified in the Investment Summary.
- **"External API Calls"** means any request made by a user that is not logged in against a SaaS Service. If applicable, the number of External API calls that are authorized are identified in the Investment Summary.
- **"Monthly Active Users"** means a user that is logged in and accesses the SaaS Services more than ten times per month. If applicable, the number of Monthly Active Users that are authorized to use the SaaS Services for the Agreement are identified in the Investment Summary.
- **"SaaS Fees"** means the fees for the SaaS Services identified in the Investment Summary. SaaS Fees may be listed or referred to as Recurring Fees in the Investment Summary.
- **"SaaS Services"** means Socrata's off the shelf, cloud-based software service and related services, including support services, as specified under this Socrata Agreement. SaaS Services do not include support of an operating system or hardware, support outside of our normal business hours, or training, consulting, or other professional services.
- **"SLA"** means the service level agreement described in Section C of this Socrata Agreement.
- **"Socrata Agreement"** means this Socrata Software as a Service Terms and Conditions.
- **"Socrata"** means Socrata, a wholly owned subsidiary of Tyler Technologies, Inc., a Delaware corporation.
- **"Third-Party Services"** means if any, third-party web-based services or platforms, including but not limited to third party stock photos and third-party map location services which are provided at no additional charge to you through this Socrata Agreement.
- **"we", "us", "our"** and similar terms mean Tyler.

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- **"you"** and similar terms mean Client.

SECTION B – SAAS SERVICES

1. Rights Granted. Tyler grants to Client the non-exclusive, non-assignable limited right to use the Socrata Open Finance Suite; Open Finance Expenditures, and Open Finance Payroll products on a subscription basis according to the terms of this Socrata Agreement and the SLA. Client may access updates and enhancements to the product, as described in Section C(1).

2. SaaS Fees. Client agrees to pay Tyler the SaaS Fees. Those amounts are payable in accordance with Tyler's Invoicing and Payment Policy. The SaaS Fees are based on the number of Monthly Active Users, API usage, Alerts, and the amount of Data Storage required. Client acknowledges that continued access to the SaaS Services is contingent upon your timely payment of SaaS Fees. If you fail to timely pay the SaaS Fees, we may discontinue your access to the SaaS Services. We may also terminate this Socrata Agreement if you don't cure such failure to pay within forty-five (45) days of receiving written notice of our intent to terminate.

3. Ownership.

   3.1 Tyler retains all ownership and intellectual property rights to the SaaS Services.

   3.2 When Client uploads or provides Client Data to the Socrata SaaS platform, Client grants to Tyler a perpetual non-exclusive, worldwide, royalty-free, sub-licensable, and transferable license to use, reproduce, publicly display, distribute, modify, create derivative works of, and translate the Client Data as needed in response to a Monthly Active User's use of the SaaS Services.

   3.3 The SaaS Services provide you with functionality to make all or part of Client Data available to the general public through one or more public facing websites. Client determines which Client Data is shared publicly, and Client is solely responsible for determining the online terms of use and licenses relative to the use by public users ("Public User") of Client Data, and the enforcement thereof. Once an internal user makes Client Data publicly available using the SaaS Services, Tyler has no control over a Public User's use, distribution, or misuse of Client Data. Tyler has no liability or obligation to indemnify for such usage. Users have the ability within the SaaS Services to remove the public permissions applied to Client Data.

   3.4 Tyler reserves the right to develop derivative data assets based on Client's publicly available data. These uses might include but aren't necessarily limited to: aggregating and summarizing data; normalizing, standardizing and concatenating data to create new regional or national data assets; and developing key performance indicators and benchmarks.

   3.5 While Tyler agrees to never commercially sell data Client makes publicly available, we reserve the right to commercially sell derivative data assets we create based on Client's public data.

   3.6 Tyler may develop derivative data assets and insights based on aggregated, anonymized views of Client's internally accessible private data for the purposes of the enhancement of the SaaS Services, aggregated statistical analysis, technical support and other internal business purposes.

   3.7 Client retains all ownership and intellectual property rights to the Client Data. Client expressly

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recognizes that except to the extent necessary to carry out our obligations contained in this Socrata Agreement, Tyler does not create or endorse any data used in connection with the SaaS Services. During the term of the Socrata Agreement, Client may export Client Data as allowed by the functionality within the SaaS Services.

3.8 If Client provides feedback, information, and/or or suggestions about the SaaS Services, or any other services provided hereunder, then Tyler (and those it allows to use its technology) may use such feedback, information, and/or suggestions under a royalty-free, paid-up, and irrevocable license without obligation to Client.

4. Restrictions.

4.1 You may not: (a) except as explicitly provided for herein, make the SaaS Services or Documentation resulting from the SaaS Services available in any manner to any third party for use in the third party's business operations; (b) modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the SaaS Services; (c) access or use the SaaS Services in order to build or support, and/or assist a third party in building or supporting, products or services competitive to us; (d) license, sell, rent, lease, transfer, assign, distribute, display, host, outsource, disclose, permit timesharing or service bureau use, or otherwise commercially exploit or make the SaaS Services or Documentation available to any third party other than as expressly permitted by this Socrata Agreement; (e) use the SaaS Services to store or transmit infringing, unsolicited marketing emails, libelous, or otherwise objectionable, unlawful or tortious material, or to store or transmit material in violation of third party rights; (f) interfere with or disrupt the integrity or performance of the SaaS Services (including without limitation, vulnerability scanning, penetration testing or other manual or automated simulations of adversarial actions, without Tyler's prior written consent); or (g) attempt to gain unauthorized access to the SaaS Services or its related systems or networks.

4.2 Client acknowledges and understands that the Socrata SaaS Services are not designed to serve as the system of record and shall not be used in a manner where the interruption of the SaaS Services could cause personal injury (including death) or property damage. The SaaS Services are not designed to process or store CJIS, PHI or other sensitive data, and by using the Socrata SaaS Services, you acknowledge and agree that you are using the Socrata SaaS Services at your own risk and that you are solely responsible for use of data with the SaaS Services in any manner that is contrary to the uses for which the Socrata SaaS Services are designed and offered for use in this Agreement.

4.3 Although we have no obligation to screen, edit or monitor the Client Data or Public User content posted on SaaS Services, if, in our reasonable judgment, we discover your use of the SaaS Services threatens the security, integrity, stability, or availability of the SaaS Services, or is otherwise in violation of this Socrata Agreement, we may temporarily suspend the SaaS Services, or Monthly Active Users' access thereto. Unless Client has conducted penetration testing or unscheduled performance testing, Tyler will use commercially reasonable efforts to provide Client with notice and an opportunity to remedy such violation or threat prior to such suspension. Any penetration testing or unscheduled performance testing conducted by Client will result in immediate suspension of the SaaS Services.

5. Reservation of Rights. The SaaS Services, other services, workflow processes, user interface, designs, and other technologies provided by Tyler pursuant to this Socrata Agreement are the proprietary

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property of Tyler and its licensors. All right, title and interest in and to such items, including all associated intellectual property rights, remain only with Tyler. Client may not remove or modify any proprietary marking or restrictive legends from items or services provided under this Socrata Agreement. Tyler reserves all rights unless otherwise expressly granted in this Socrata Agreement.

6. Access and Usage by Internal Client Users and Contractors. You may allow your internal users and third party contractors to access the SaaS Services and any technical or policy controls, in compliance with the terms of this Socrata Agreement, which access must be for your sole benefit. You are responsible for the compliance with this Socrata Agreement by your internal users and contractors.

7. Your Responsibilities. Client (a) must keep its passwords secure and confidential; (b) is solely responsible for all activity occurring under its account; (c) must use commercially reasonable efforts to prevent unauthorized access to its account and notify Tyler promptly of any such unauthorized access; (d) may use the SaaS Services only in accordance with the Documentation; and (e) shall comply with all federal, state and local laws, regulations and policies of Client, as to its use of the SaaS Services, Client Data, and instructions to Tyler regarding the same.

8. Client Data Backup. Client is providing Socrata a copy of Client Data. Any laws and regulations governing Client for retention of Client Data remains Client's responsibility. CLIENT IS SOLELY RESPONSIBLE FOR BACKING UP CLIENT DATA unless otherwise specially agreed in writing between Tyler and Client.

9. Return of Client Data. Upon request, Tyler will make the SaaS Services available to Client to export Client Data for a period of sixty (60) days following the termination of this Socrata Agreement. After such sixty (60) day period has expired, we have no obligation to maintain Client Data and may destroy the Client Data.

10. APIs. Tyler will provide access to the applicable application-programming interface ("API") as part of the SaaS Services under the terms of this Socrata Agreement. Subject to the other terms of this Socrata Agreement, Tyler grants Client a non-exclusive, nontransferable, terminable license to interact only with the SaaS Services as allowed by the current APIs.

    a. Client may not use the APIs in a manner--as reasonably determined by Tyler--that exceeds the purposes defined in the Investment Summary, constitutes excessive or abusive usage, or fails to comply with any part of the APIs. If any of these occur, Tyler can suspend or terminate Client's access to the APIs on a temporary or permanent basis.

    b. Tyler may change or remove existing endpoints or fields in API results upon at least 30 days' notice to Client, but Tyler will use commercially reasonable efforts to support the previous version of the APIs for at least 6 months from deprecation notice. Tyler may add new endpoints or fields in API results without prior notice to Client.

    c. The APIs may be used to connect the SaaS Services to certain hosted or on premise software applications not provided by Tyler ("Non-Tyler Applications"). Client is solely responsible for development, license, access to and support of Non-Tyler Applications, and Client's obligations under this Socrata Agreement are not contingent on access to or availability of any Non-Tyler Application.

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d. Any open source code provided is provided as a convenience to you. Such open source code is provided AS IS and is governed by the applicable open source license that applies to such code; provided, however, that any such open source licenses will not materially interfere or prohibit Client's limited right to use the SaaS Services for its internal business purposes.

11. Data Security Measures. In order to protect your Confidential Information, we will: (a) implement and maintain all reasonable security measures appropriate to the nature of the Confidential Information including without limitation, technical, physical, administrative and organizational controls, and will maintain the confidentiality, security and integrity of such Confidential Information; (b) implement and maintain industry standard systems and procedures for detecting, mitigating, and responding to attacks, intrusions, or other systems failures and regularly test or otherwise monitor the effectiveness of the safeguards' key controls, systems, and procedures; (c) designate an employee or employees to coordinate implementation and maintenance of its Security Measures (as defined below); and (d) identify reasonably foreseeable internal and external risks to the security, availability, confidentiality, and integrity of Confidential Information that could result in the unauthorized disclosure, misuse, alteration, destruction or other compromise of such information, and assess the sufficiency of any safeguards in place to control these risks (collectively, Security Measures). Client acknowledges and agrees that Tyler's obligations with respect to Security Measures is subject to Section B(4.2) above.

12. Notice of Data Breach. If Tyler knows that Confidential Information has been accessed, disclosed, or acquired without proper authorization and contrary to the terms of this Socrata Agreement, we will alert Client of any such data breach in accordance with applicable law, and take such actions as may be necessary to preserve forensic evidence and return the SaaS Services to standard operability. If so required, Tyler will provide notice in accordance with applicable federal or State data breach notification laws.

13. Confidentiality. Both parties recognize that their respective employees and agents, in the course of performance of this Socrata Agreement, may be exposed to Confidential Information and that disclosure of such information could violate rights to private individuals and entities, including the parties. Confidential Information is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (e.g., Social Security numbers) and trade secrets, each as defined by applicable state law ("Confidential Information"). Each party agrees that it will not disclose any Confidential Information of the other party and further agrees to take all reasonable and appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein will survive the termination or cancellation of this Socrata Agreement. This obligation of confidentiality will not apply to information that:

    (a) is in the public domain, either at the time of disclosure or afterwards, except by breach of this Socrata Agreement by a party or its employees or agents;
    (b) a party can establish by reasonable proof was in that party's possession at the time of initial disclosure;
    (c) a party receives from a third party who has a right to disclose it to the receiving party; or
    (d) is the subject of a legitimate disclosure request under the open records laws or similar applicable public disclosure laws governing this Socrata Agreement; provided, however, that in the event you receive an open records or other similar applicable request, you will give us

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prompt notice and otherwise perform the functions required by applicable law.

SECTION C – OTHER SERVICES

1. Service Level Agreement (SLA) & Warranty.

1.1 Service Warranty. Tyler warrants to Client that the functionality or features of the SaaS Services will substantially perform as communicated to Client in writing, or their functional equivalent, but Tyler has the right to update functionality. The support policies may change but will not materially degrade during the term. Tyler may deprecate features upon at least 30 days' notice to Client, but Tyler will use commercially reasonable efforts to support the previous features for at least 6 months following the deprecation notice. The deprecation notice will be posted at https://support.socrata.com.

1.2 Uptime Service Level Warranty. We will use commercially reasonable efforts to maintain the online availability of the SaaS Service for a minimum of availability in any given month as provided in the chart below (excluding maintenance scheduled downtime, outages beyond our reasonable control, and outages that result from any issues caused by you, your technology or your suppliers or contractors, Service is not in the production environment, you are in breach of this Socrata Agreement, or you have not pre-paid for SaaS Fees for the Software as a Service in the month in which the failure occurred).

Availability SLA	Credit
99.9%	3% of monthly fee for each full hour of an outage that adversely impacted Client's access or use of the SaaS Services (beyond the warranty).

Maximum amount of the credit is 100% of the prorated SaaS Service Fees for such month, or $1,800.00, whichever is less, and the minimum credit cannot be less than $100.00.

1.3 Limited Remedy. Your exclusive remedy and our sole obligation for our failure to meet the warranty under Section C(8.2) is the provision by us of the credit for the applicable month, as provided in the chart above (if this Socrata Agreement is not renewed then a refund in the amount of the credit owed); provided that you notify us of such breach of the warranty within thirty (30) days of the end of that month.

SECTION D – THIRD-PARTY SERVICES

1. Third -Party Services**.** Client may be provided with access and usage of Third-Party Services through use of the SaaS Services. Client must agree to such Third-Party Service contracts if Client chooses to use those Third-Party Services. Third-Party Services will be solely governed by such Third-Party Service contracts.

2. Disclaimer. You acknowledge that we are not the provider of any Third-Party Services. We do not

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warrant or guarantee the performance of the Third-Party Services.

SECTION E - INVOICING AND PAYMENT; INVOICE DISPUTES

1. Invoicing and Payment. We will invoice you the SaaS Fees and fees for other professional services in the Investment Summary, subject to Section E(2).

2. Invoice Disputes. If you believe any delivered item does not conform to the warranties in this Socrata Agreement, you will provide us with written notice within thirty (30) days of your receipt of the applicable invoice. The written notice must contain reasonable detail of the issues you contend are in dispute so that we can confirm the issue and respond to your notice with either a justification of the invoice, an adjustment to the invoice, or a proposal addressing the issues presented in your notice. We will work with you as may be necessary to develop an action plan that outlines reasonable steps to be taken by each of us to resolve any issues presented in your notice. You may withhold payment of the amount(s) actually in dispute, and only those amounts, until we complete the action items outlined in the plan. If we are unable to complete the action items outlined in the action plan because of your failure to complete the items agreed to be done by you, then you will remit full payment of the invoice. We reserve the right to suspend delivery of all SaaS Services, including maintenance and support services, if you fail to pay an invoice not disputed as described above within fifteen (15) days of notice of our intent to do so.

SECTION F – TERM

1. Term. The initial term of this Socrata Agreement is for three (3) years from the first day of the first month following the Effective Date, unless earlier terminated as set forth below. Upon expiration of the initial term, this Socrata Agreement will renew automatically for additional one (1) year renewal terms unless terminated in writing by either party at least sixty (60) days prior to the end of the then-current renewal term. Your right to access or use the SaaS Services will terminate at the end of this Socrata Agreement.

SECTION G –LIMITATION OF LIABILITY

1. **DISCLAIMER. EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS SOCRATA AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES, DUTIES, OR CONDITIONS OF MERCHANTABILITY, TITLE OR FITNESS FOR A PARTICULAR PURPOSE. WHILE TYLER TAKES REASONABLE PHYSICAL, TECHNICAL AND ADMINISTRATIVE MEASURES TO SECURE THE SAAS SERVICES, TYLER DOES NOT GUARANTEE THAT THE SAAS SERVICES CANNOT BE COMPROMISED. YOU UNDERSTAND THAT THE SAAS SERVICES MAY NOT BE ERROR FREE, AND USE MAY BE INTERRUPTED.**

2. **LIMITATION OF LIABILITY. OUR LIABILITY FOR DAMAGES ARISING OUT OF THIS SOCRATA AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO YOUR ACTUAL DIRECT DAMAGES, NOT TO EXCEED THE THEN-CURRENT ANNUAL SOCRATA SAAS FEES PAYABLE BY YOU. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE PRICES SET FORTH IN THIS SOCRATA AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY AND TO THE MAXIMUM EXTENT ALLOWED**

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UNDER APPLICABLE LAW, THE EXCLUSION OF CERTAIN DAMAGES, AND EACH SHALL APPLY REGARDLESS OF THE FAILURE OF AN ESSENTIAL PURPOSE OF ANY REMEDY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO THE INDEMNIFICATION OBLIGATIONS UNDER THE AGREEMENT.

3. **EXCLUSION OF CERTAIN DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**

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Exhibit F
Statement of Work

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City of Diboll, TX

SOW from Tyler Technologies, Inc.

8/19/2021

Presented to:
Samantha Durham
400 Kenley Street
Diboll, TX 75941

Contact:
John Hardin
Email: John.Hardin@TylerTech.com
5519 53rd Street, Lubbock, TX 79414

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Part 1: Executive Summary

1. Project Overview

1.1 Introduction

Tyler Technologies ("Tyler") is the largest and most established provider of integrated software and technology services focused solely on the public sector. Tyler's end-to-end solutions empower public sector entities including local, state, provincial and federal government, to operate more efficiently and connect more transparently with their constituents and with each other. By connecting data and processes across disparate systems, Tyler's solutions transform how clients gain actionable insights that solve problems in their communities.

1.2 Project Goals

This Statement of Work ("SOW") documents the methodology, implementation stages, activities, and roles and responsibilities, and project scope listed in the Investment Summary of the Agreement between Tyler and Client (collectively the "Project").

The overall goals of the project are to:

- Successfully implement the contracted scope on time and on budget
- Increase operational efficiencies and empower users to be more productive
- Improve accessibility and responsiveness to external and internal customer needs
- Overcome current challenges and meet future goals
- Providing a single, comprehensive, and integrated solution to manage business functions
- Streamline business processes through automation, integration, and workflows
- Provide a user-friendly user interface to promote system use and productivity
- Eliminate redundant data entry

1.3 Methodology

This is accomplished by City and Tyler working as a partnership and Tyler utilizing its depth of implementation experience. While each Project is unique, all will follow Tyler's six-stage methodology. Each of the six stages is comprised of multiple work packages, and each work package includes a narrative description, objectives, tasks, inputs, outputs/deliverables, assumptions, and a responsibility matrix.

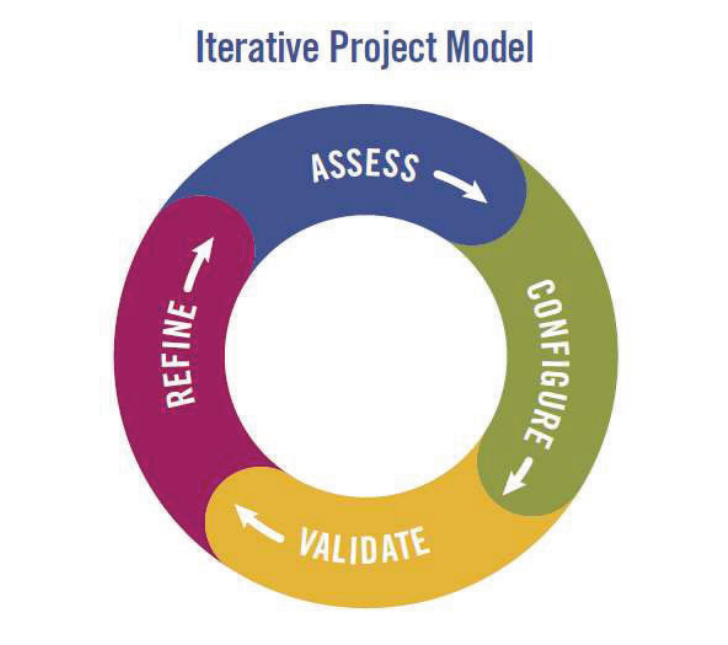
Tailored specifically for Tyler's public sector clients, the project methodology contains Stage Acceptance Control Points throughout each Phase to ensure adherence to scope, budget, timeline controls, effective communications, and quality standards. Clearly defined, the project methodology repeats consistently across Phases, and is scaled to meet the Client's complexity and organizational needs.

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The methodology adapts to both single-phase and multiple-phase projects.

To achieve Project success, it is imperative that both City and Tyler commit to including the necessary leadership and governance. During each stage of the Project, it is expected that City and Tyler Project teams work collaboratively to complete tasks. An underlying principle of Tyler's Implementation process is to employ an iterative model where City's business processes are assessed, configured, validated, and refined cyclically in line with the project budget. This approach is used in multiple stages and work packages as illustrated in the graphic below.



The delivery approach is systematic, which reduces variability and mitigates risks to ensure Project success. As illustrated, some stages, along with work packages and tasks, are intended to be overlapping by nature to efficiently and effectively complete the Project.

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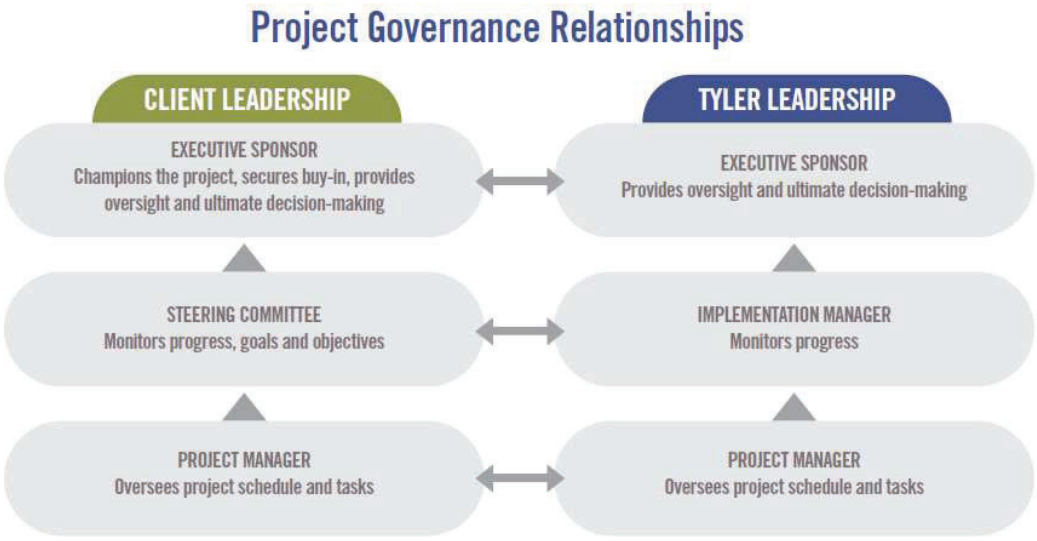
Part 2: Project Foundation

2. Project Governance

Project governance is the management framework within which Project decisions are made. The role of Project governance is to provide a decision-making approach that is logical, robust, and repeatable. This allows organizations to have a structured approach for conducting its daily business in addition to project related activities.

This section outlines the resources required to adequately meet the business needs, objectives, and priorities for the Project, communicate the goals to other Project participants, and provide support and guidance to accomplish these goals. Project governance defines the structure for escalation of issues and risks, Change Control review and authority, and Organizational Change Management activities. Throughout the Statement of Work Tyler has provided RACI Matrices for activities to be completed throughout the implementation which will further outline responsibilities of different roles in each stage. Further refinement of the governance structure, related processes, and specific roles and responsibilities occurs during the Initiate & Plan Stage.

The chart below illustrates an overall team perspective where Tyler and City collaborate to resolve Project challenges according to defined escalation paths. In the event that project managers do not possess authority to determine a solution, resolve an issue, or mitigate a risk, Tyler implementation management and City Steering Committee become the escalation points to triage responses prior to escalation to City and Tyler executive sponsors. As part of the escalation process, each Project governance tier presents recommendations and supporting information to facilitate knowledge transfer and issue resolution. City and Tyler executive sponsors serve as the final escalation point.

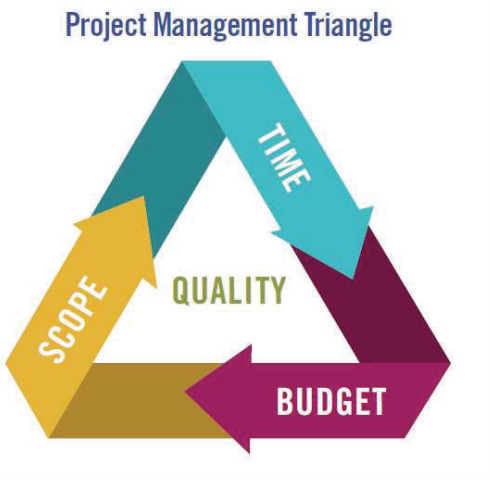


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3. Project Scope Control

3.1 Managing Scope and Project Change

Project Management governance principles contend that there are three connected constraints on a Project: budget, timeline, and scope. These constraints, known as the 'triple constraints' or Project management triangle, define budget in terms of financial cost, labor costs, and other resource costs. Scope is defined as the work performed to deliver a product, service or result with the specified features and functions, while time is simply defined as the schedule. The Triple Constraint theory states that if you change one side of the triangle, the other two sides must be correspondingly adjusted. For example, if the scope of the Project is increased, cost and time to complete will also need to increase. The Project and executive teams will need to remain cognizant of these constraints when making impactful decisions to the Project. A simple illustration of this triangle is included here, showing the connection of each item and their relational impact to the overall Scope.



A pillar of any successful project is the ability to properly manage scope while allowing the appropriate level of flexibility to incorporate approved changes. Scope and changes within the project will be managed using the change control process outlined in the following section.

3.2 Change Control

It may become necessary to change the scope of this Project due to unforeseeable circumstances (e.g., new constraints or opportunities are discovered). This Project is being undertaken with the understanding that Project scope, schedule, and/or cost may need to change in order to produce optimal results for stakeholders. Changes to contractual requirements will follow the change control process specified in the final contract, and as described below.

3.3 Change Request Management

Should the need for a change to Project scope, schedule, and/or cost be identified during the Project, the change will be brought to the attention of the Steering Committee and an assessment of the change will occur. While such changes may result in additional costs and possible delays relative to the schedule, some changes may result in less cost to City; for example, City may decide it no longer needs a deliverable originally defined in the Project. The Change Request will include the following information:

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- The nature of the change.
- A good faith estimate of the additional cost or associated savings to City, if any.
- The timetable for implementing the change.
- The effect on and/or risk to the schedule, resource needs or resource responsibilities.

City will use its good faith efforts to either approve or disapprove any Change Request within ten (10) Business Days (or other period as mutually agreeable between Tyler and City). Any changes to the Project scope, budget, or timeline must be documented and approved in writing using a Change Request form. These changes constitute a formal amendment to the Statement of Work and will supersede any conflicting term in the Statement of Work.



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4. Acceptance Process

The implementation of a Project involves many decisions to be made throughout its lifecycle. Decisions will vary from higher level strategy decisions to smaller, detailed Project level decisions. It is critical to the success of the Project that each City office or department designates specific individuals for making decisions on behalf of their offices or departments.

Both Tyler and the City will identify representative project managers. These individuals will represent the interests of all stakeholders and serve as the primary contacts between the two organizations.

The coordination of gaining client feedback and approval on Project deliverables will be critical to the success of the Project. The City project manager will strive to gain deliverable and decision approvals from all authorized City representatives. Given that the designated decision-maker for each department may not always be available, there must be a designated proxy for each decision point in the Project. Assignment of each proxy will be the responsibility of the leadership from each City department. The proxies will be named individuals that have the authorization to make decisions on behalf of their department.

The following process will be used for accepting Deliverables and Control Points:

- The City shall have five (5) business days from the date of delivery, or as otherwise mutually agreed upon by the parties in writing, to accept each Deliverable or Control Point. If the City does not provide acceptance or acknowledgement within five (5) business days, or the otherwise agreed upon timeframe, not to be unreasonably withheld, Tyler deems the Deliverable or Control Point as accepted.
- If the City does not agree the particular Deliverable or Control Point meets requirements, the City shall notify Tyler project manager(s), in writing, with reasoning within five (5) business days, or the otherwise agreed-upon timeframe, not to be unreasonably withheld, of receipt of the Deliverable.
- Tyler shall address any deficiencies and redeliver the Deliverable or Control Point. The City shall then have two (2) business days from receipt of the redelivered Deliverable or Control Point to accept or again submit written notification of reasons for rejecting the milestone. If the City does not provide acceptance within two (2) business days, or the otherwise agreed upon timeframe, not to be unreasonably withheld, Tyler deems the Deliverable or Control Point as accepted.

5. Roles and Responsibilities

The following defines the roles and responsibilities of each Project resource for City and Tyler. Roles and responsibilities may not follow the organizational chart or position descriptions at City, but are roles defined within the Project. It is common for individual resources on both the Tyler and client project teams to fill multiple roles. Similarly, it is common for some roles to be filled by multiple people.

5.1 Tyler Roles & Responsibilities

Tyler assigns a project manager prior to the start of each Phase of the Project (some Projects may only be one Phase in duration). Additional Tyler resources are assigned as the schedule develops and as needs arise.

5.1.1 Tyler Executive Sponsor

Tyler executive management has indirect involvement with the Project and is part of the Tyler escalation process. This team member offers additional support to the Project team and collaborates with other Tyler

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department managers as needed in order to escalate and facilitate implementation Project tasks and decisions.

- Provides clear direction for Tyler staff on executing on the Project Deliverables to align with satisfying City ’s overall organizational strategy.
- Authorizes required Project resources.
- Resolves all decisions and/or issues not resolved at the implementation management level as part of the escalation process.
- Acts as the counterpart to City ’s executive sponsor.

5.1.2 Tyler Implementation Manager

- Tyler implementation management has indirect involvement with the Project and is part of the Tyler escalation process. The Tyler project managers consult implementation management on issues and outstanding decisions critical to the Project. Implementation management works toward a solution with the Tyler Project Manager or with City management as appropriate. Tyler executive management is the escalation point for any issues not resolved at this level.
- Assigns Tyler Project personnel.
- Provides support for the Project team.
- Provides management support for the Project to ensure it is staffed appropriately and staff have necessary resources.
- Monitors Project progress including progress towards agreed upon goals and objectives.

5.1.3 Tyler Project Manager

- The Tyler project manager(s) provides oversight of the Project, coordination of Tyler resources between departments, management of the Project budget and schedule, effective risk and issue management, and is the primary point of contact for all Project related items. As requested by the client, the Tyler Project Manager provides regular updates to the client Steering Committee and other Tyler governance members. Tyler Project Manager’s role includes responsibilities in the following areas:

5.1.3.1 Contract Management

- Validates contract compliance throughout the Project.
- Ensures Deliverables meet contract requirements.
- Acts as primary point of contact for all contract and invoicing questions.
- Prepares and presents contract milestone sign-offs for acceptance by City project manager(s).
- Coordinates Change Requests, if needed, to ensure proper Scope and budgetary compliance.

5.1.3.2 Planning

- Delivers project planning documents.
- Defines Project tasks and resource requirements.
- Develops initial Project schedule and Project Management Plan.
- Collaborates with City project manager(s) to plan and schedule Project timelines to achieve on-time implementation.

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5.1.3.3 Implementation Management

- Tightly manages Scope and budget of Project to ensure Scope changes and budget planned versus actual are transparent and handled effectively and efficiently.
- Establishes and manages a schedule and Tyler resources that properly support the Project Schedule and are also in balance with Scope/budget.
- Establishes risk/issue tracking/reporting process between City and Tyler and takes all necessary steps to proactively mitigate these items or communicate with transparency to City any items that may impact the outcomes of the Project.
- Collaborates with City 's project manager(s) to establish key business drivers and success indicators that will help to govern Project activities and key decisions to ensure a quality outcome of the project.
- Collaborates with City 's project manager(s) to set a routine communication plan that will aide all Project team members, of both City and Tyler, in understanding the goals, objectives, current status, and health of the Project.

5.1.3.4 Resource Management

- Acts as liaison between Project team and Tyler manager(s).
- Identifies and coordinates all Tyler resources across all applications, Phases, and activities including development, forms, installation, reports, implementation, and billing.
- Provides direction and support to Project team.
- Manages the appropriate assignment and timely completion of tasks as defined in the Project Schedule, task list, and Go-Live Checklist.
- Assesses team performance and adjusts as necessary.
- Consulted on in Scope 3rd party providers to align activities with ongoing Project tasks.

5.1.4 Tyler Implementation Consultant

- Completes tasks as assigned by the Tyler project manager(s).
- Documents activities for services performed by Tyler.
- Guides City through software validation process following configuration.
- Assists during Go-Live process and provides support until City transitions to Client Services.
- Facilitates training sessions and discussions with City and Tyler staff to ensure adequate discussion of the appropriate agenda topics during the allotted time.
- May provide conversion review and error resolution assistance.

5.1.5 Tyler Sales

- Supports Sales to Implementation knowledge transfer during Initiate & Plan.
- Provides historical information, as needed, throughout implementation.
- Participates in pricing activities if additional licensing and/or services are needed.

5.1.6 Tyler Technical Services

- Maintains Tyler infrastructure requirements and design document(s).
- Involved in system infrastructure planning/review(s).
- Provides first installation of licensed software with initial database on servers.
- Supports and assists the project team with technical/environmental issues/needs.
- Deploys Tyler products.

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5.2 City Roles & Responsibilities

City resources will be assigned prior to the start of each Phase of the Project. One person may be assigned to multiple Project roles.

5.2.1 City Executive Sponsor

The City executive sponsor provides support to the Project by providing strategic direction and communicating key issues about the Project and its overall importance to the organization. When called upon, the executive sponsor also acts as the final authority on all escalated Project issues. The executive sponsor engages in the Project, as needed, in order to provide necessary support, oversight, guidance, and escalation, but does not participate in day-to-day Project activities. The executive sponsor empowers the City steering committee, project manager(s), and functional leads to make critical business decisions for City.

- Champions the project at the executive level to secure buy-in.
- Authorizes required project resources.
- Actively participates in organizational change communications.

5.2.2 City Steering Committee

The City steering committee understands and supports the cultural change necessary for the Project and fosters an appreciation for the Project's value throughout the organization. The steering committee oversees the City project manager and Project as a whole through participation in regular internal meetings. The City steering committee remains updated on all Project progress, Project decisions, and achievement of Project milestones. The City steering committee also serves as primary level of issue resolution for the Project.

- Works to resolve all decisions and/or issues not resolved at the project manager level as part of the escalation process.
- Attends all scheduled steering committee meetings.
- Provides support for the project team.
- Assists with communicating key project messages throughout the organization.
- Prioritizes the project within the organization.
- Ensures the project staffed appropriately and that staff have necessary resources.
- Monitors project progress including progress towards agreed upon goals and objectives.
- Has the authority to approve or deny changes impacting the following areas:
    - Cost
    - Scope
    - Schedule
    - Project Goals
    - City Policies
    - Needs of other client projects

5.2.3 City Project Manager

City shall assign project manager(s) prior to the start of this project with overall responsibility and authority to make decisions related to Project Scope, scheduling, and task assignment. City Project Manager should communicate decisions and commitments to the Tyler project manager(s) in a timely and efficient manner. When City project manager(s) do not have the knowledge or authority to make decisions, he or she engages the necessary resources to participate in discussions and make decisions in a timely fashion to avoid Project

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delays. The client project manager(s) are responsible for reporting to client steering committee and determining appropriate escalation points.

5.2.3.1 Contract Management

- Validates contract compliance throughout the project.
- Ensures that invoicing and Deliverables meet contract requirements.
- Acts as primary point of contact for all contract and invoicing questions. Collaborates on and approves Change Requests, if needed, to ensure proper scope and budgetary compliance.

5.2.3.2 Planning

- Reviews and accepts project planning documents.
- Defines project tasks and resource requirements for City project team.
- Collaborates in the development and approval of the project schedule.
- Collaborates with Tyler project manager(s) to plan and schedule project timelines to achieve on-time implementation.

5.2.3.3 Implementation Management

- Tightly manages project budget and scope.
- Collaborates with Tyler project manager(s) to establish a process and approval matrix to ensure that scope changes and budget (planned versus actual) are transparent and handled effectively and efficiently.
- Collaborates with Tyler project manager to establish and manage a schedule and resource plan that properly supports the project schedule as a whole and is also in balance with scope and budget.
- Collaborates with Tyler project manager(s) to establish risk and issue tracking and reporting process between City and Tyler and takes all necessary steps to proactively mitigate these items or communicate with transparency to Tyler any items that may impact the outcomes of the project.
- Collaborates with Tyler project manager(s) to establish key business drivers and success indicators that will help to govern project activities and key decisions to ensure a quality outcome of the project.
- Routinely communicates with both City staff and Tyler, aiding in the understanding of goals, objectives, current status, and health of the project by all team members.
- Manages the requirements gathering process and ensure timely and quality business requirements are being provided to Tyler.

5.2.3.4 Resource Management

- Acts as liaison between project team and stakeholders.
- Identifies and coordinates all City resources across all modules, phases, and activities including data conversions, forms design, hardware and software installation, reports building, and satisfying invoices.
- Provides direction and support to project team.
- Builds partnerships among the various stakeholders, negotiating authority to move the project forward.
- Manages the appropriate assignment and timely completion of tasks as defined.
- Assesses team performance and takes corrective action, if needed.
- Provides guidance to City technical teams to ensure appropriate response and collaboration with Tyler Technical Support Teams in order to ensure timely response and appropriate resolution.
- Owns the relationship with in-Scope 3rd party providers and aligns activities with ongoing project tasks.

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- Ensures that users have appropriate access to Tyler project toolsets as required.
- Conducts training on proper use of toolsets.
- Validates completion of required assignments using toolsets.

5.2.4 City Functional Leads

- Makes business process change decisions under time sensitive conditions.
- Communicates existing business processes and procedures to Tyler consultants.
- Assists in identifying business process changes that may require escalation.
- Contributes business process expertise for Current & Future State Analysis.
- Identifies and includes additional subject matter experts to participate in Current & Future State Analysis.
- Validates that necessary skills have been retained by end users.
- Provides End Users with dedicated time to complete required homework tasks.
- Acts as an ambassador/champion of change for the new process and provide business process change support.
- Identifies and communicates any additional training needs or scheduling conflicts to City project manager.
- Actively participates in all aspects of the implementation, including, but not limited to, the following key activities:
    - Task completion
    - Stakeholder Meeting
    - Project Management Plan development
    - Schedule development
    - Maintenance and monitoring of risk register
    - Escalation of issues
    - Communication with Tyler project team
    - Coordination of City resources
    - Attendance at scheduled sessions
    - Change management activities
    - Modification specification, demonstrations, testing and approval assistance
    - Data analysis assistance
    - Decentralized end user training
    - Process testing
    - Solution Validation

5.2.5 City Power Users

- Participate in project activities as required by the project team and project manager(s).
- Provide subject matter expertise on City business processes and requirements.
- Act as subject matter experts and attend Current & Future State Analysis sessions as needed.
- Attend all scheduled training sessions.
- Participate in all required post-training processes as needed throughout project.
- Test all application configuration to ensure it satisfies business process requirements.
- Become application experts.
- Participate in Solution Validation.
- Adopt and support changed procedures.
- Complete all deliverables by the due dates defined in the project schedule.
- Demonstrate competency with Tyler products processing prior to Go-live.
- Provide knowledge transfer to City staff during and after implementation.

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- Participate in conversion review and validation.

5.2.6 City End Users

- Attend all scheduled training sessions.
- Become proficient in application functions related to job duties.
- Adopt and utilize changed procedures.
- Complete all deliverables by the due dates defined in the project schedule.
- Utilize software to perform job functions at and beyond Go-live.

5.2.7 City Technical Lead

- Coordinates updates and releases with Tyler as needed.
- Coordinates the copying of source databases to training/testing databases as needed for training days.
- Coordinates and adds new users, printers and other peripherals as needed.
- Validates that all users understand log-on process and have necessary permission for all training sessions.
- Coordinates interface development for City third party interfaces.
- Develops or assists in creating reports as needed.
- Ensures on-site system meets specifications provided by Tyler.
- Assists with software installation as needed.
- Extracts and transmits conversion data and control reports from City's legacy system per the conversion schedule set forth in the project schedule.

5.2.7.1 City Upgrade Coordination

- Becomes familiar with the software upgrade process and required steps.
- Becomes familiar with Tyler's releases and updates.
- Utilizes Tyler resources to stay abreast of the latest Tyler releases and updates, as well as the latest helpful tools to manage City's software upgrade process.
- Assists with the software upgrade process during implementation.
- Manages software upgrade activities post-implementation.
- Manages software upgrade plan activities.
- Coordinates software upgrade plan activities with City and Tyler resources.
- Communicates changes affecting users and department stakeholders.
- Obtains department stakeholder acceptance to upgrade production environment.

5.2.8 City Change Management Lead

- Validates that users receive timely and thorough communication regarding process changes.
- Provides coaching to supervisors to prepare them to support users through the project changes.
- Identifies the impact areas resulting from project activities and develops a plan to address them proactively.
- Identifies areas of resistance and develops a plan to reinforce the change.
- Monitors post-production performance and new process adherence.

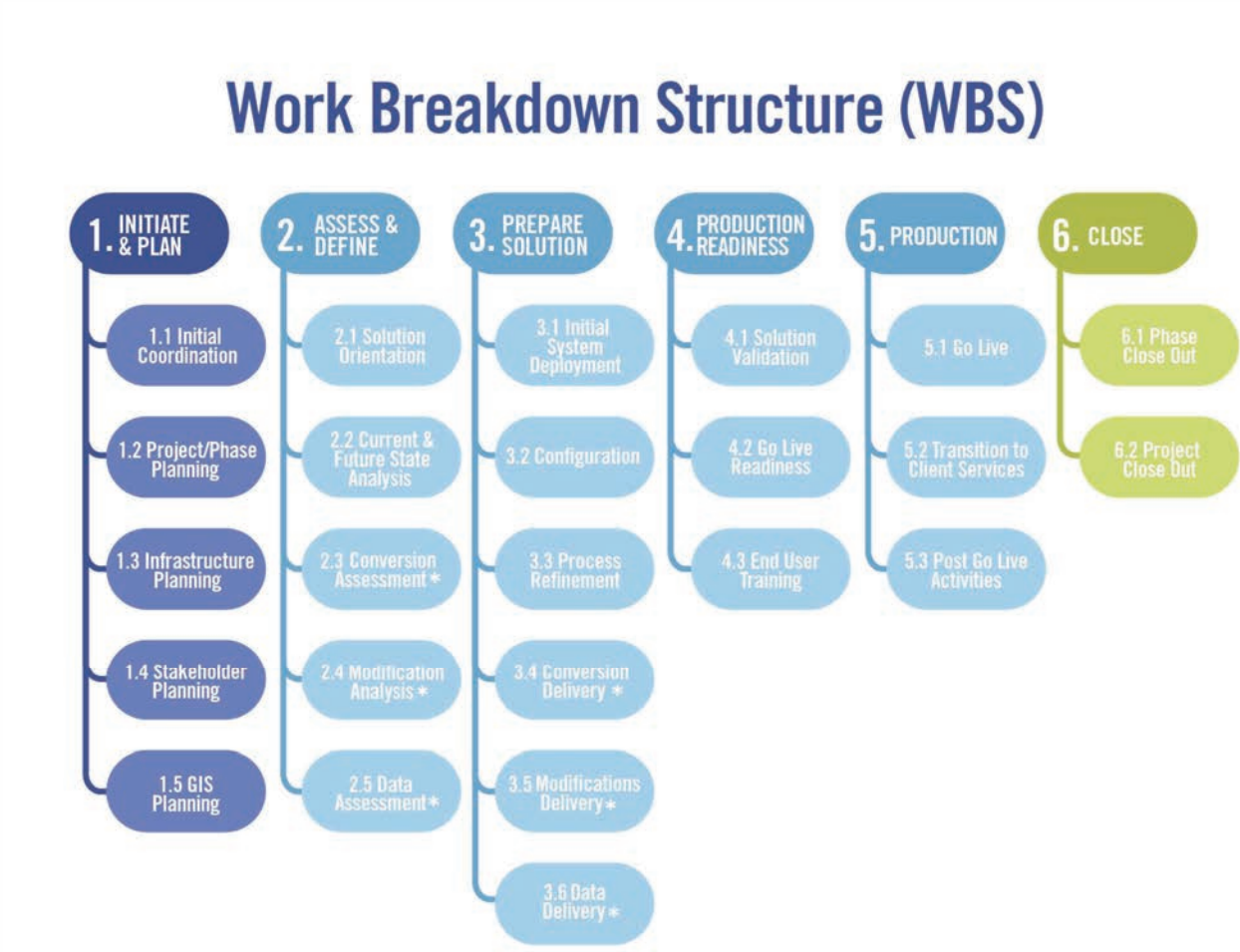
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Part 3: Project Plan

6. Project Stages

Work Breakdown Structure

The Work Breakdown Structure (WBS) is a hierarchical representation of a Project or Phase broken down into smaller, more manageable components. The top-level components are called "Stages" and the second level components are called "Work Packages". The work packages, shown below each stage, contain the high-level work to be done. The detailed Project Schedule, developed during Project/Phase Planning and finalized during subsequent stages, lists the tasks to be completed within each work package. Each stage ends with a "Control Point", confirming the work performed during that stage of the Project has been accepted by City.



Items noted with an asterisk in the graphic above relate to specific products and services. If those products and services are not included in the scope of the contract, these specific work packages will be noted as "Intentionally Left Blank" in Section 6 of the Statement of Work.

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6.1 Initiate and Plan

The Initiate and Plan stage involves Project initiation, infrastructure, and planning. This stage creates a foundation for the Project by identifying and establishing sequence and timing for each Phase as well as verifying scope for the Project. This stage will be conducted at the onset of the Project, with a few unique items being repeated for the additional Phases as needed.

6.1.1 Initial Coordination

Prior to Project commencement, Tyler management assigns project manager(s). Additional Project resources will be assigned later in the Project as a Project schedule is developed. Tyler provides City with initial Project documents used to gather names of key personnel, their functional role as it pertains to the Project, as well as any blackout dates to consider for future planning. City gathers the information requested by the provided deadline ensuring preliminary planning and scheduling can be conducted moving the Project forward in a timely fashion. Internally, the Tyler Project Manager(s) coordinate with sales to ensure transfer of vital information from the sales process prior to scheduling a Project Planning Meeting with City's team. During this step, Tyler will work with City to establish the date(s) for the Project and Phase Planning session.

Objectives:

- Formally launch the project.
- Establish project governance.
- Define and communicate governance for Tyler.
- Identify client project team.

STAGE 1	Initial Coordination																
	Tyler								Client								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Tyler project team is assigned	A	R	C	I	I	I	I		I		I						
Client project team is assigned									A	I	R	I	I	I			
Provide initial project documents to City		A	R	C			C		I		I						
Gather preliminary information requested			I						A		R	C		C		C	C
Sales to implementation knowledge transfer		A	R	I	I	I	I				I						
Create Project Portal to store project artifacts and facilitate communication		A	R								I						

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Inputs	Contract documents
	Statement of Work

Outputs/Deliverables	Completed initial project documents
	Project portal

Work package assumptions:

- Project activities begin after the agreement has been fully executed.

6.1.2 Project/Phase Planning

Project and Phase planning provides an opportunity to review the contract, software, data conversions and services purchased, identify applications to implement in each Phase (if applicable), and discuss implementation timeframes.

During this work package Tyler will work with City to coordinate and plan a formal Project planning meeting(s). This meeting signifies the start of the Project and should be attended by all City Project team members and the Tyler Project Manager. The meeting provides an opportunity for Tyler to introduce its implementation methodology, terminology, and Project management best practices to City's Project Team. This will also present an opportunity for project managers and Project sponsors to begin to discuss Project communication, metrics, status reporting and tools to be used to measure Project progress and manage change.

Tyler will work with the City Project Team to prepare and deliver the Project Management Plan as an output of the planning meeting. This plan will continue to evolve and grow as the Project progresses and will describe how the project will be executed, monitored, and controlled.

During project planning, Tyler will introduce the tools that will be used throughout the implementation. Tyler will familiarize the client with these tools during project planning and make them available for review and maintenance as applicable throughout the project. Some examples are Solution validation plan, issue log, and go-live checklist.

STAGE 1	Project/Phase Planning																
	Tyler								Client								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Schedule and conduct planning session(s)		A	R						I		C	C	I				

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Develop Project Management Plan		A	R						I		C	C	I				
Develop initial project schedule		A	R	I	I	I	I		I	I	C	C	I	I	C		I

Inputs	Contract documents
	Statement of Work
	Guide to Starting Your Project

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Project Management Plan	Delivery of document
	Project Operational Plan	Delivery of document
	Initial Project Schedule	City provides acceptance of schedule based on resource availability, project budget, and goals.

Work package assumptions:

- City has reviewed and completed the Guide to Starting Your Project document.

6.1.3 Infrastructure Planning

Procuring required hardware and setting it up properly is a critical part of a successful implementation. This task is especially important for Tyler-hosted/SaaS deployment models. Tyler will be responsible for building the environments for a hosted/SaaS deployment, unless otherwise identified in the Agreement. Tyler will install Licensed Software on application server(s) or train City to install License Software. The City is responsible for the installation and setup of all peripheral devices.

Objectives:

- Ensure City's infrastructure meets Tyler's application requirements.
- Ensure City's infrastructure is scheduled to be in place and available for use on time.

STAGE 1	Infrastructure Planning																
	Tyler								Client								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts	Department Heads	End Users	Technical Leads
Provide Infrastructure Requirements and Design Document		A	R		C		C				I						I
Initial Infrastructure Meeting		A	R		C		C				C						C

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*Schedule SaaS Environment Availability		A	R				C				I					
*Schedule Hardware to be Available for Installation			I				I		A		R					C
Schedule Installation of All Licensed Software		A	R				C				I					I
Infrastructure Audit		A	R				C				I					C

Inputs	1. Initial Infrastructure Requirements and Design Document

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	1. Completed Infrastructure Requirements and Design Document	Delivery of Document
	2. Infrastructure Audit	System Passes Audit Criteria

6.1.4 Stakeholder Meeting

Communication of the Project planning outcomes to the City Project team, executives and other key stakeholders is vital to Project success. The Stakeholder meeting is a strategic activity to inform, engage, gain commitment, and instill confidence in the City team. During the meeting, the goals and objectives of the Project will be reviewed along with detail on Project scope, implementation methodology, roles and responsibilities, Project timeline and schedule, and keys to Project success.

Objectives:

- Formally present and communicate the project activities and timeline.
- Communicate project expectations.

STAGE 1	Stakeholder Meeting																
	Tyler								Client								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Create Stakeholder Meeting Presentation	I	A	R	I	I				I	I	C		I				
Review Stakeholder Meeting Presentation		I	C						A		R		C				
Perform Stakeholder Meeting Presentation	I	A	R	I	I				I	I	C	I	I	I	I	I	I

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Inputs	Agreement
	SOW
	Project Management Plan

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Stakeholder Meeting Presentation	

Work package assumptions:

- None

6.1.5 Intentionally left blank.

6.1.6 Control Point 1: Initiate & Plan Stage Acceptance

Acceptance criteria for this stage includes completion of all criteria listed below.

Note: Advancement to the Assess & Define stage is not dependent upon Tyler's receipt of this stage acceptance.

Initiate & Plan Stage Deliverables:

- Project Management Plan
- Initial Project Schedule

Initiate & Plan stage acceptance criteria:

- All stage deliverables accepted based on acceptance criteria previously defined
- Project governance defined
- Project portal made available to City
- Stakeholder meeting complete

6.2 Assess & Define

The Assess & Define stage will provide an opportunity to gather information related to current City business processes. This information will be used to identify and define business processes utilized with Tyler software. City collaborates with Tyler providing complete and accurate information to Tyler staff and assisting in analysis, understanding current workflows and business processes.

6.2.1 Solution Orientation

The Solution Orientation provides the Project stakeholders a high-level understanding of the solution functionality prior to beginning the current and future state analysis. The primary goal is to establish a foundation for upcoming conversations regarding the design and configuration of the solution.

Tyler utilizes a variety of tools for the Solution Orientation, focusing on City team knowledge transfer such as: eLearning, documentation, or walkthroughs. The City team will gain a better understanding of the major processes and focus on data flow, the connection between configuration options and outcome, integration, and terminology that may be unique to Tyler's solution.

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Objectives:

- Provide a basic understanding of system functionality.
- Prepare City for current and future state analysis.

STAGE 2	Solution Orientation																
	Tyler								Client								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Provide pre-requisites			A	R							I	I		I	I		I
Complete pre-requisites											A	R		C			C
Conduct orientation			A	R							I	I		I	I		I

Inputs	Solution orientation materials
	Training Plan

6.2.2 Current & Future State Analysis

The Current & Future State Analysis provides the Project stakeholders and Tyler an understanding of process changes that will be achieved with the new system.

City and Tyler will evaluate current state processes, options within the new software, pros and cons of each based on current or desired state and make decisions about the future state configuration and processing. This may occur before or within the same timeframe as the configuration work package. The options within the new software will be limited to the scope of this implementation and will make use of standard Tyler functionality.

The City will adopt the existing Tyler solution wherever possible to avoid project schedule and quality risk from over customization of Tyler products. It is the client's responsibility to verify that in-scope requirements are being met throughout the implementation if functional requirements are defined as part of the contract. The following guidelines will be followed when evaluating if a modification to the product is required:

- A reasonable business process change is available.
- Functionality exists which satisfies the requirement.
- Configuration of the application satisfies the requirement.
- An in-scope modification satisfies the requirement.

Requirements that are not met will follow the agreed upon change control process and can have impacts on the project schedule, scope, budget and resource availability.

STAGE 2	Current & Future State Analysis

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	Tyler								Client								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Current State process review			A	R	I	I	I				C	C	C	C			C
Discuss future-state options			A	R	C	C	C				C	C	C	C			C
Make future-state decisions (non-COTS)			C	C	C	C	C				A	R	I	C			C
Document anticipated configuration options required to support future state			A	R	C	C	C				I	I	I	I			I

Inputs	Client current state documentation
	Solution Orientation completion

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Documentation that describes future-state decisions and configuration options to support future-state decisions.	Delivery of document

Work package assumptions:

- City attendees possess sufficient knowledge and authority to make future state decisions.
- City is responsible for any documentation of current state business processes.
- Client is able to effectively communicate current state processes.

6.2.3 Conversion Assessment

Data Conversions are a major effort in any software implementation. Tyler's conversion tools facilitate the predictable, repeatable conversion process that is necessary to support a successful transition to the Tyler system. The first step in this process is to perform an assessment of the existing ("legacy") system(s), to better understand the source data, risks, and options available. Once the data has been analyzed, the plan for data conversion is completed and communicated to the appropriate stakeholders.

Objectives:

- Communicate a common understanding of the project goals with respect to data.
- Ensure complete and accurate source data is available for review/transfer.
- Map the data from the source to the Tyler system.
- Document the data conversion/loading approach.

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STAGE 2	Data Conversion Assessment																
	Tyler								Client								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Extract Data from Source Systems			I		C						A						R
Review and Scrub Source Data			I	I	I						A	R		C			I
Build/Update Data Conversion Plan			R	C	C						C	I	I	I			I

Inputs	Client Source data
	Client Source data Documentation (if available)

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Data Conversion Plan built/updated	Client Acceptance of Data Conversion Plan, if Applicable

Work package assumptions:

- Tyler will be provided with data from the Legacy system(s) in a mutually agreed upon format.
- Tyler will work with City representatives to identify business rules before writing the conversion.
- City subject matter experts and resources most familiar with the current data will be involved in the data conversion planning effort.

6.2.4 Intentionally left blank.

6.2.5 Intentionally left blank.

6.2.6 Control Point 2: Assess & Define Stage Acceptance

Acceptance criteria for this Stage includes completion of all criteria listed below.

Note: Advancement to the Prepare Solution Stage is dependent upon Tyler's receipt of the Stage Acceptance.

Assess & Define Stage Deliverables:

- Documentation of future state decisions and configuration options to support future state decisions.
- Modification specification document.

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- Assess & Define Stage Acceptance Criteria:
- All stage deliverables accepted based on criteria previously defined.
- Solution Orientation is delivered.
- Conversion data extracts are received by Tyler.
- Data conversion plan built.

6.3 Prepare Solution

During the Prepare Solution stage, information gathered during the Initiate & Plan and Assess & Define stages will be used to install and configure the Tyler software solution. Software configuration will be validated by the client against future state decisions defined in previous stages and processes refined as needed to ensure business requirements are met.

6.3.1 Initial System Deployment

The timely availability of the Tyler Solution is important to a successful Project implementation. The success and timeliness of subsequent work packages are contingent upon the initial system deployment of Tyler Licensed Software on an approved network and infrastructure. Delays in executing this work package can affect the project schedule.

Objectives:

- All licensed software is installed and operational.
- City is able to access the software.

STAGE 3	Initial System Deployment (Hosted/SaaS)*																
	Tyler								Client								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power Users)	Department Heads	End Users	Technical Leads
Prepare hosted environment			A				R				I						C
Install Licensed Software with Initial Database on Server(s) for Included Environments			A				R				I						C
Install Licensed Software on Client Devices (if applicable)			I				C				A						R

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Tyler System Administration Training (if applicable)			A				R				I					C

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Licensed Software is Installed on the Server(s)	Software is accessible
	Licensed Software is Installed on Clients (if applicable)	Software is accessible
	Installation Checklist/System Document	System Passes
	Infrastructure Design Document (C&J – If Applicable)	

Work package assumptions:

- The most current generally available version of the Tyler Licensed Software will be installed.
- City will provide network access for Tyler modules, printers, and Internet access to all applicable City and Tyler Project staff.

6.3.2 Configuration

The purpose of Configuration is to prepare the software product for validation.

Tyler staff collaborates with City to complete software configuration based on the outputs of the future state analysis performed during the Assess and Define Stage. City collaborates with Tyler staff iteratively to validate software configuration.

Objectives:

- Software is ready for validation.
- Educate City Power User how to configure and maintain software.
- Prepare standard interfaces for process validation (if applicable).

STAGE 3	Configuration																
	Tyler								Client								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Conduct configuration training			A	R							I	C		C			

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Complete Tyler configuration tasks (where applicable)			A	R							I	I		I			
Complete Client configuration tasks (where applicable)			I	C							A	R		C			
Standard interfaces configuration and training (if applicable)			A	R			C				I	C		C			C
Updates to Solution Validation testing plan			C	C							A	R		C			C

Inputs	Documentation that describes future state decisions and configuration options to support future state decisions.

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Configured System	N/A

Work package assumptions:

- Tyler provides guidance for configuration options available within the Tyler software. City is responsible for making decisions when multiple options are available.

6.3.3 Process Refinement

Tyler will educate the City users on how to execute processes in the system to prepare them for the validation of the software. City collaborates with Tyler staff iteratively to validate software configuration options to support future state.

Objectives:

- Ensure that City understands future state processes and how to execute the processes in the software.
- Refine each process to meet the business requirements.
- Validate standard interfaces, where applicable.
- Validate forms and reports, where applicable.

STAGE 3	Process Refinement																
	Tyler								Client								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads

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Conduct process training			A	R							I	C	I	C			
Confirm process decisions			I	C						A	R	C	I	C			
Test configuration			I	C							A	R		C			
Refine configuration (Client Responsible)			I	C							A	R		C			
Refine configuration (Tyler Responsible)			A	R							I	I		I			
Validate interface process and results			I	C			C				A	R		C			C
Update client-specific process documentation (if applicable)			I	C							A	R		C			
Updates to Solution Validation testing plan			C	C							A	R		C			C

Inputs	Initial Configuration
	Documentation that describes future state decisions and configuration options to support future state decisions.
	Solution validation test plan

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Updated solution validation test plan	
	Completed client-specific process documentation (completed by City)	

Work package assumptions:

- None

6.3.4 Conversion Delivery

The purpose of this task is to transition the City's data from their source ("legacy") system(s) to the Tyler system(s). The data will need to be mapped from the legacy system into the new Tyler system format. A well-executed data conversion is key to a successful cutover to the new system(s).

With guidance from Tyler, the City will review specific data elements within the system and identify / report discrepancies. Iteratively, Tyler will collaborate with the City to address conversion discrepancies. This process will allow for clean, reconciled data to transfer from the source system(s) to the Tyler system(s). Reference Conversion Appendix for additional detail.

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Objectives:

- Data is ready for production (Conversion).

STAGE 3	Data Delivery & Conversion															
	Tyler								Client							
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Provide data crosswalks/code mapping tool			A	C	R						I	I		I			
Populate data crosswalks/code mapping tool			I	C	C						A	R		C			
Iterations: Conversion Development			A	C	R						I						I
Iterations: Deliver converted data			A		R		I				I						I
Iterations: Proof/Review data and			C	C	C						A	R		C			C

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reconcile to source system																	

Inputs	
	Data Conversion Plan
	Configuration

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Code Mapping Complete / Validated	N/A
	Conversion Iterations / Reviews Complete	Conversion complete, verified and ready for final pass

Work package assumptions:

- The City will provide a single file layout per source system as identified in the investment summary.
- The City subject matter experts and resources most familiar with the current data will be involved in the data conversion effort.
- The City project team will be responsible for completing the code mapping activity, with assistance from Tyler.

6.3.5 Intentionally left blank.

6.3.6 Intentionally left blank.

6.3.7 Control Point 3: Prepare Solution Stage Acceptance

Acceptance criteria for this Stage includes all criteria listed below in each Work Package.

Note: Advancement to the Production Readiness Stage is dependent upon Tyler's receipt of the Stage Acceptance.

Prepare Solution Stage Deliverables:

- Licensed software is installed.
- Installation checklist/system document.
- Updated solution design document (Socrata only).
- Prioritized data sets for review in Tyler system (Socrata only).
- Conversion iterations and reviews complete.

Prepare Solution Stage Acceptance Criteria:

- All stage deliverables accepted based on criteria previously defined.
- Software is configured.
- Solution validation test plan has been reviewed and updated if needed.

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6.4 Production Readiness

Activities in the Production Readiness stage will prepare the client team for go-live through solution validation, the development of a detailed go-live plan and end user training. A readiness assessment will be conducted with the client to review the status of the project and the organizations readiness for go-live.

6.4.1 Solution Validation

Solution Validation is the end-to-end software testing activity to ensure that City verifies all aspects of the Project (hardware, configuration, business processes, etc.) are functioning properly, and validates that all features and functions per the contract have been deployed for system use.

Objectives:

- Validate that the solution performs as indicated in the solution validation plan.
- Ensure City organization is ready to move forward with go-live and training (if applicable).

STAGE 4	Solution Validation																	
	Tyler								Client									
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Update Solution Validation plan			A	R	C						C	C		C			
Update test scripts (as applicable)			C	C	C						A	R		C			
Perform testing			C	C	C						A	R		C			
Document issues from testing			C	C	C						A	R		C			
Perform required follow-up on issues			A	R	C						C	C		C			

Inputs	Solution Validation plan
	Completed work product from prior stages (configuration, business process, etc.)

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Solution Validation Report	City updates report with testing results

Work package assumptions:

- Designated testing environment has been established.

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- Testing includes current phase activities or deliverables only.

6.4.2 Go-Live Readiness

Tyler and City will ensure that all requirements defined in Project planning have been completed and the Go-Live event can occur, as planned. A go-live readiness assessment will be completed identifying risks or actions items to be addressed to ensure the client has considered its ability to successfully Go-Live. Issues and concerns will be discussed and mitigation options documented. Tyler and City will jointly agree to move forward with transition to production. Expectations for final preparation and critical dates for the weeks leading into and during the Go-Live week will be planned in detail and communicated to Project teams.

Objectives:

- Action plan for go-live established.
- Assess go-live readiness.
- Stakeholders informed of go-live activities.

STAGE 4	Go-Live Readiness																
	Tyler								Client								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Perform Readiness Assessment	I	A	R	C	C	I	C	I	I	I	I		I				I
Conduct Go-Live planning session		A	R	C							C	C	C	C	C		C
Order peripheral hardware (if applicable)			I							A	R						C
Confirm procedures for Go-Live issue reporting & resolution		A	R	I	I	I	I				C	C	I	I	I	I	I
Develop Go-Live checklist		A	R	C	C						C	C	I	C			C
Final system infrastructure review (where applicable)			A				R				C						C

Inputs	Future state decisions
	Go-live checklist

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Updated go-live checklist	Updated Action plan and Checklist for go-live delivered to City

Work package assumptions:

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- None

6.4.3 End User Training

End User Training is a critical part of any successful software implementation. Using a training plan previously reviewed and approved, the Project team will organize and initiate the training activities.

Train the Trainer: Tyler provides one occurrence of each scheduled training or implementation topic. City users who attended the Tyler sessions may train additional users. Additional Tyler led sessions may be contracted at the applicable rates for training.

Tyler will provide standard application documentation for the general use of the software. It is not Tyler's responsibility to develop client specific business process documentation. Client-led training labs using client specific business process documentation if created by the client can be added to the regular training curriculum, enhancing the training experiences of the end users.

Objectives:

- End users are trained on how to use the software prior to go-live.
- City is prepared for on-going training and support of the application.

STAGE 4	End User Training																
	Tyler								Client								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Update training plan		A	R	C							C		I		C		
End User training (Tyler-led)		A	R	C							C	C	I	C	C	C	
Train-the-trainer		A	R	C							C	C	I	C			
End User training (Client-led)			C	C							A	R	I	C	C	C	

Inputs	Training Plan	
	List of End Users and their Roles / Job Duties	
	Configured Tyler System	

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	End User Training	City signoff that training was delivered

Work package assumptions:

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- The City project team will work with Tyler to jointly develop a training curriculum that identifies the size, makeup, and subject-area of each of the training classes.
- Tyler will work with City as much as possible to provide end-user training in a manner that minimizes the impact to the daily operations of City departments.
- City will be responsible for training new users after go-live (exception—previously planned or regular training offerings by Tyler).

6.4.4 Control Point 4: Production Readiness Stage Acceptance

Acceptance criteria for this stage includes all criteria listed below. Advancement to the Production stage is dependent upon Tyler's receipt of the stage acceptance.

Production Readiness stage deliverables:

- Solution Validation Report.
- Update go-live action plan and checklist.
- End user training.

Production Readiness stage acceptance criteria:

- All stage deliverables accepted based on criteria previously defined.
- Go-Live planning session conducted.

6.5 Production

Following end user training the production system will be fully enabled and made ready for daily operational use as of the scheduled date. Tyler and City will follow the comprehensive action plan laid out during Go-Live Readiness to support go-live activities and minimize risk to the Project during go-live. Following go-live, Tyler will work with City to verify that implementation work is concluded, post go-live activities are scheduled, and the transition to Client Services is complete for long-term operations and maintenance of the Tyler software.

6.5.1 Go-Live

Following the action plan for Go-Live, defined in the Production Readiness stage, City and Tyler will complete work assigned to prepare for Go-Live.

City provides final data extract and Reports from the Legacy System for data conversion and Tyler executes final conversion iteration, if applicable. If defined in the action plan, City manually enters any data added to the Legacy System after final data extract into the Tyler system.

Tyler staff collaborates with City during Go-Live activities. City transitions to Tyler software for day-to day business processing.

Some training topics are better addressed following Go-Live when additional data is available in the system or based on timing of applicable business processes and will be scheduled following Go-Live per the Project Schedule.

Objectives:

- Execute day to day processing in Tyler software.
- Client data available in Production environment.

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STAGE 5	Go-Live																
	Tyler								Client								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Provide final source data extract, if applicable			C		C						A						R
Final source data pushed into production environment, if applicable			A	C	R						I	C		C			C
Proof final converted data, if applicable			C	C	C						A	R		C			
Complete Go-Live activities as defined in the Go-Live action plan			C	C	C					A	R	C	I	C			
Provide Go-Live assistance			A	R	C	C		I			C	C	I	C		I	C

Inputs	Comprehensive Action Plan for Go-Live
	Final source data (if applicable)

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Data is available in production environment	Client confirms data is available in production environment

Work package assumptions:

- City will complete activities documented in the action plan for Go-Live as scheduled.
- External stakeholders will be available to assist in supporting the interfaces associated with the Go-Live live process.
- The Client business processes required for Go-Live are fully documented and tested.
- The City Project team and subject matter experts are the primary point of contact for the end users when reporting issues during Go-Live.
- The City Project Team and Power User's provide business process context to the end users during Go-Live.
- The Tyler Go-Live support team is available to consult with the City teams as necessary.
- The Tyler Go-Live support team provides standard functionality responses, which may not be tailored to the local business processes.

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6.5.2 Transition to Client Services

This work package signals the conclusion of implementation activities for the Phase or Project with the exception of agreed-upon post Go-Live activities. The Tyler project manager(s) schedules a formal transition of City onto the Tyler Client Services team, who provides City with assistance following Go-Live, officially transitioning City to operations and maintenance.

Objectives:

- Ensure no critical issues remain for the project teams to resolve.
- Confirm proper knowledge transfer to City teams for key processes and subject areas.

STAGE 5	Transition to Client Services																
	Tyler								Client								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Transfer client to Client Services and review issue reporting and resolution processes	I	I	A	I	I			R	I	I	C	C		C			
Review long term maintenance and continuous improvement			A					R			C	C		C			

Inputs	Open item/issues List

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Client Services Support Document	

Work package assumptions:

- No material project issues remain without assignment and plan.

6.5.3 Post Go-Live Activities

Some implementation activities are provided post-production due to the timing of business processes, the requirement of actual production data to complete the activities, or the requirement of the system being used in a live production state.

Objectives:



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- Schedule activities that are planned for after Go-Live.
- Ensure issues have been resolved or are planned for resolution before phase or project close.

STAGE 5	Post Go-Live Activities															
	Tyler								Client							
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Schedule contracted activities that are planned for delivery after go-live		A	R	C	C	C	C	I			C	C	I	C			C
Determine resolution plan in preparation for phase or project close out		A	R	C	C	C		I			C	C	I	C			

Inputs	List of post Go-Live activities

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Updated issues log	

Work package assumptions:

- System is being used in a live production state.

6.5.4 Control Point 5: Production Stage Acceptance

Acceptance criteria for this Stage includes completion of all criteria listed below:

- Advancement to the Close stage is not dependent upon Tyler's receipt of this Stage Acceptance.
- Converted data is available in production environment.

Production Stage Acceptance Criteria:

- All stage deliverables accepted based on criteria previously defined.
- Go-Live activities defined in the Go-Live action plan completed.
- Client services support document is provided.



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6.6 Close

The Close stage signifies full implementation of all products purchased and encompassed in the Phase or Project. City transitions to the next cycle of their relationship with Tyler (next Phase of implementation or long-term relationship with Tyler Client Services).

6.6.1 Phase Closeout

This work package represents Phase completion and signals the conclusion of implementation activities for the Phase. The Tyler Client Services team will assume ongoing support of City for systems implemented in the Phase.

Objectives:

- Agreement from Tyler and City teams that activities within this phase are complete.

STAGE 6	Phase Close Out																
	Tyler								Client								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Reconcile project budget and status of contract Deliverables	I	A	R						I	I	C						
Hold post phase review meeting		A	R	C	C	C	C				C	C	C	C			C
Release phase-dependent Tyler project resources	A	R	I								I						

Participants	Tyler	Client
	Project Leadership	Project Manager
	Project Manager	Project Sponsor(s)
	Implementation Consultants	Functional Leads, Power Users, Technical Leads
	Technical Consultants (Conversion, Deployment, Development)	
	Client Services	

Inputs	Contract
	Statement of Work
	Project artifacts

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Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Final action plan (for outstanding items)	
	Reconciliation Report	
	Post Phase Review	

Work package assumptions:

- Tyler deliverables for the phase have been completed.

6.6.2 Project Closeout

Completion of this work package signifies final acceptance and formal closing of the Project.

At this time City may choose to begin working with Client Services to look at continuous improvement Projects, building on the completed solution.

Objectives:

- Confirm no critical issues remain for the project teams to resolve.
- Determine proper knowledge transfer to City teams for key processes and subject areas has occurred.
- Verify all deliverables included in the Agreement are delivered.

STAGE 6	Project Close Out																
	Tyler								Client								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Conduct post project review		A	R	C	C	C	C				C	C	C	C			C
Deliver post project report to City and Tyler leadership	I	A	R						I	I	C						
Release Tyler project resources	A	R	I								I						

Inputs	Contract
	Statement of Work

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables

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	Post Project Report	Client acceptance; Completed report indicating all project Deliverables and milestones have been completed

Work package assumptions:

- All project implementation activities have been completed and approved.
- No critical project issues remain that have not been documented and assigned.
- Final project budget has been reconciled and invoiced.
- All Tyler deliverables have been completed.

6.6.3 Control Point 6: Close Stage Acceptance

Acceptance criteria for this Stage includes completion of all criteria listed below.

Close Stage Deliverables:

- Post Project Report.

Close Stage Acceptance Criteria:

- Completed report indicating all Project deliverables and milestones have been completed.

7. General Assumptions

Tyler and City will use this SOW as a guide for managing the implementation of the Tyler Project as provided and described in the Agreement. There are a number of assumptions which, when acknowledged and adhered to, will support a successful implementation. Assumptions related to specific work packages are documented throughout the SOW. Included here are general assumptions which should be considered throughout the overall implementation process.

7.1 Project

- Project activities will begin after the Agreement has been fully executed.
- The City Project Team will complete their necessary assignments in a mutually agreed upon timeframe in order to meet the scheduled go-live date, as outlined in the Project Schedule.
- Sessions will be scheduled and conducted at a mutually agreeable time.
- Additional services, software modules and modifications not described in the SOW or Agreement will be considered a change to this Project and will require a Change Request Form as previously referenced in the definition of the Change Control Process.
- Tyler will provide a written agenda and notice of any prerequisites to the City project manager(s) ten (10) business days or as otherwise mutually agreed upon time frame prior to any scheduled on-site or remote sessions, as applicable.
- Tyler will provide guidance for configuration and processing options available within the Tyler software. If multiple options are presented by Tyler, City is responsible for making decisions based on the options available.
- Implementation of new software may require changes to existing processes, both business and technical, requiring City to make process changes.

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- City is responsible for defining, documenting and implementing their policies that result from any business process changes.

7.2 Organizational Change Management

Unless otherwise contracted by Tyler, City is responsible for managing Organizational Change. Impacted Client resources will need consistent coaching and reassurance from their leadership team to embrace and accept the changes being imposed by the move to new software. An important part of change is ensuring that impacted client resources understand the value of the change, and why they are being asked to change.

7.3 Resources and Scheduling

- City resources will participate in scheduled activities as assigned in the Project Schedule.
- The City team will complete prerequisites prior to applicable scheduled activities. Failure to do so may affect the schedule.
- Tyler and City will provide resources to support the efforts to complete the Project as scheduled and within the constraints of the Project budget.
- Abbreviated timelines and overlapped Phases require sufficient resources to complete all required work as scheduled.
- Changes to the Project Schedule, availability of resources or changes in Scope will be requested through a Change Request. Impacts to the triple constraints (scope, budget and schedule) will be assessed and documented as part of the change control process.
- City will ensure assigned resources will follow the change control process and possess the required business knowledge to complete their assigned tasks successfully. Should there be a change in resources, the replacement resource should have a comparable level of availability, change control process buy-in, and knowledge.
- City makes timely Project related decisions in order to achieve scheduled due dates on tasks and prepare for subsequent training sessions. Failure to do so may affect the schedule, as each analysis and implementation session is dependent on the decisions made in prior sessions.
- City will respond to information requests in a comprehensive and timely manner, in accordance with the Project Schedule.
- City will provide adequate meeting space or facilities, including appropriate system connectivity, to the project teams including Tyler team members.
- For on-site visits, Tyler will identify a travel schedule that balances the needs of the project and the employee.

7.4 Data

- Data will be converted as provided and Tyler will not create data that does not exist.
- City is responsible for the quality of legacy data and for cleaning or scrubbing erroneous legacy data.
- Tyler will work closely with City representatives to identify business rules before writing the conversion. City must confirm that all known data mapping from source to target have been identified and documented before Tyler writes the conversion.
- All in-scope source data is in data extract(s).
- Each legacy system data file submitted for conversion includes all associated records in a single approved file layout.
- The client will provide the legacy system data extract in the same format for each iteration unless changes are mutually agreed upon in advance. If not, negative impacts to the schedule, budget and resource availability may occur and/or data in the new system may be incorrect.

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- The City Project Team is responsible for reviewing the converted data and reporting issues during each iteration, with assistance from Tyler.
- Client is responsible for providing or entering test data (e.g., data for training, testing interfaces, etc.)

7.5 Facilities

- City will provide dedicated space for Tyler staff to work with City resources for both on-site and remote sessions. If Phases overlap, City will provide multiple training facilities to allow for independent sessions scheduling without conflict.
- City will provide staff with a location to practice what they have learned without distraction.

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8. Glossary

Word or Term	Definition
Acceptance	Confirming that the output or deliverable is suitable and conforms to the agreed upon criteria.
Accountable	The one who ultimately ensures a task or deliverable is completed; the one who ensures the prerequisites of the task are met and who delegates the work to those responsible. [Also see RACI]
Application	A computer program designed to perform a group of coordinated functions, tasks or activities for the benefit of the user.
Application Programming Interface (API)	A defined set of tools/methods to pass data to and received data from Tyler software products
Agreement	This executed legal contract that defines the products and services to be implemented or performed.
Business Process	The practices, policy, procedure, guidelines, or functionality that the client uses to complete a specific job function.
Business Requirements Document	A specification document used to describe Client requirements for contracted software modifications.
Change Request	A form used as part of the Change Control process whereby changes in the scope of work, timeline, resources, and/or budget are documented and agreed upon by participating parties.
Change Management	Guides how we prepare, equip and support individuals to successfully adopt change in order to drive organizational success & outcomes
Code Mapping [where applicable]	An activity that occurs during the data conversion process whereby users equate data (field level) values from the old system to the values available in the new system. These may be one to one or many to one. Example: Old System [Field = eye color] [values = BL, Blu, Blue] maps to New Tyler System [Field = Eye Color] [value = Blue].
Consulted	Those whose opinions are sought, typically subject matter experts, and with whom there is two-way communication. [Also see RACI]
Control Point	This activity occurs at the end of each stage and serves as a formal and intentional opportunity to review stage deliverables and required acceptance criteria for the stage have been met.
Data Mapping [where applicable]	The activity determining and documenting where data from the legacy system will be placed in the new system; this typically involves prior data analysis to understand how the data is currently used in the legacy system and how it will be used in the new system.
Deliverable	A verifiable document or service produced as part of the Project, as defined in the work packages.
Go-Live	The point in time when the Client is using the Tyler software to conduct daily operations in Production.
Informed	Those who are kept up-to-date on progress, often only on completion of the task or deliverable, and with whom there is just one-way communication. [Also see RACI]

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Infrastructure	The composite hardware, network resources and services required for the existence, operation and management of the Tyler software.
Interface	A connection to and potential exchange of data with an external system or application. Interfaces may be one way, with data leaving the Tyler system to another system or data entering Tyler from another system, or they may be bi-directional with data both leaving and entering Tyler and another system.
Integration	A standard exchange or sharing of common data within the Tyler system or between Tyler applications
Legacy System	The software from which a client is converting.
Modification	Custom enhancement of Tyler's existing software to provide features or functions to meet individual client requirements documented within the scope of the Agreement.
On-site	Indicates the work location is at one or more of the client's physical office or work environments.
Organizational Change	The process of changing an organization's strategies, processes, procedures, technologies, and culture, as well as the effect of such changes on the organization.
Output	A product, result or service generated by a process.
Peripheral devices	An auxiliary device that connects to and works with the computer in some way. Some examples: scanner, digital camera, printer.
Phase	A portion of the Project in which specific set of related applications are typically implemented. Phases each have an independent start, Go-Live and closure dates but use the same Implementation Plans as other Phases of the Project. Phases may overlap or be sequential and may have different Tyler resources assigned.
Project	The delivery of the software and services per the agreement and the Statement of Work. A Project may be broken down into multiple Phases.
RACI	A matrix describing the level of participation by various roles in completing tasks or Deliverables for a Project or process. Individuals or groups are assigned one and only one of the following roles for a given task: Responsible (R), Accountable (A), Consulted (C), or Informed (I).
Remote	Indicates the work location is at one or more of Tyler's physical offices or work environments.
Responsible	Those who ensure a task is completed, either by themselves or delegating to another resource. [Also see RACI]
Scope	Products and services that are included in the Agreement.

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Solution	The implementation of the contracted software product(s) resulting in the connected system allowing users to meet Project goals and gain anticipated efficiencies.
Stage	The top-level components of the WBS. Each Stage is repeated for individual Phases of the Project.
Standard	Software functionality that is included in the base software (off-the-shelf) package; is not customized or modified.
Statement of Work (SOW)	Document which will provide supporting detail to the Agreement defining Project-specific activities, services and Deliverables.
System	The collective group of software and hardware that is used by the organization to conduct business.
Test Scripts	The steps or sequence of steps that will be used to validate or confirm a piece of functionality, configuration, enhancement, or Use Case Scenario.
Training Plan	Document(s) that indicate how and when users of the system will be trained relevant to their role in the implementation or use of the system.
Validation (or to validate)	The process of testing and approving that a specific Deliverable, process, program or product is working as expected.
Work Breakdown Structure (WBS)	A hierarchical representation of a Project or Phase broken down into smaller, more manageable components.
Work Package	A group of related tasks within a project.



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Part 4: Appendices

9. Conversion

9.1 Incode Utility Billing Conversion Summary

9.1.1 Utility Billing - Standard

- Utility Contact Information
- Utility Mailing and Billing Addresses
- Utility Parcels
- Account Master - (Average monthly payment, deposits, bank drafts, comments/notes)
- Meters/Services
- Transaction History – Includes current year plus one prior year
- Read History

9.1.2 Utility Billing – Legacy/Historical Views

- Unlimited historical transactions provided by client can be converted by Tyler into historical views

9.2 Incode Financials Conversion Summary

9.2.1 General Ledger

Standard Conversion Includes:

- Full chart of accounts listing, descriptions, and corresponding account types
- Element (segment) values and descriptions
- Summarized budget figures for current fiscal year
- Unlimited historical transactions as provided by client.

NOTE: Training will be provided on how to import additional budget years from Excel.

9.2.2 Accounts Payable

Standard Conversion Includes:

- Vendor master information, address, primary contact, and NOTEs
- Unlimited historical transactions as provided by client.

9.2.3 Personnel Management

Standard Conversion Includes:

- Basic employee information – employee master, address, primary contact, dates, phone numbers, dependents, NOTEs
- Employee Deductions & Taxes
- Employee Direct Deposit Information
- Employee Leave Balances
- Employee Retirement
- Rates/Base Pay (salary / hourly compensation)

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- Unlimited historical transactions provided by client.

NOTE: Employee positions/deductions will be created according to recommended best business practices.

9.2.4 General Ledger

Standard Conversion Includes:

- Full chart of accounts listing, descriptions, and corresponding account types
- Element (segment) values and descriptions
- Unlimited historical transactions as provided by client.

NOTE: Summarized budget figures for current fiscal year and historical years can be imported into the system from Excel. The client is ultimately responsible for producing the budget figures in Excel and verifying the results. Training will be provided on how to import budgets from Excel.

NOTE: Summarized beginning balance sheet entries, as well as summarized fiscal year activity entries, can be imported into the system from Excel for the current year. The client is ultimately responsible for producing the entries in Excel and verifying the results. Training will be provided on how to import JE's from Excel.

9.2.5 Accounts Payable

Standard Conversion Includes:

- Vendor master information, address, primary contact, and NOTEs
- Unlimited historical transactions as provided by client.

NOTE: 1099 balances and non-1099 balances can be imported into the system using a standard import available to the client from Excel. The client will ultimately be responsible for creating the Excel spreadsheet and verifying the results. Training will be provided on how to import balances from Excel.

9.2.6 Personnel Management

Standard Conversion Includes:

- Basic employee information – employee master, address, primary contact, dates, phone numbers, dependents, NOTEs
- Current direct deposit bank information
- Federal and state tax withholding information
- Unlimited historical transactions provided by client.

NOTE: Employee positions/deductions will be created according to recommended best business practices.

NOTE: Clients going live on payroll mid-calendar year will have the option to import or enter quarterly employee payroll history to meet federal and state reporting requirements giving the ability to create a single set of W-2's at calendar year end. The client will ultimately be responsible for entering in the quarterly employee payroll history and verifying the results. Training will be provided on how to enter in this information.



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9.2.7 Court Case Management - Standard

- Name Information (Defendant, Address, Physical Attributes, Identification Numbers, Phone Numbers)
- Vehicle Information (Tag Number, Make, Model, Style, Color, VIN)
- Officer Information (Officer Name, Badge Number, Rank, Email)
- Offense Code Information (Offense Code, Offense Description, Statute/Ordinance)
- Case Information (Citation Number, Case Officer, Violation Date, Violation Location, PD Case Number, Docket Number, Comments)
- Witness Information (Witness Type, Subpoena Date)
- Disposition Information (Case Status, Plea, Judge, Court Location, Conviction Date, Plea Date, Attorney)
- Conversion History Information (Read only format)
- Payment Information (Fines/Fees assessed, Fines/Fees Paid, Non-Cash payments, Receipt Number, Payment Date, Payment Amount)
- Warrant Information (Warrant Type, Issue Date, Served Date, Canceled/Recalled Date, Region Number, Status, Comments, Officer Assigned) – available only when associated with a citation
- Bond Information (Bond Type, Posted Date, Applied/Refunded/Forfeited Date, Bond Number, Posted By, Bond Amount, Status)
- Payment Plan Information (Initial Payment Amount, Payment Date, Next Payment Date, Next Payment Amount) - Tyler will need a copy of the Payment Plan data to determine if the data is clean enough to convert.

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10. Additional Appendices

10.1 Intentionally left blank.

11. Project Timeline

11.1 ERP Project Timeline

The Project Timeline establishes a target start and end date for each Phase of the Project. The timeline needs to account for resource availability, business goals, size and complexity of the Project, and task duration requirements. These will be reviewed and adjusted, if needed, during the Initiate and Plan Stage. Refer to the Project Stages section of this SOW for information on work packages associated with each stage of the implementation.

The following dates may be revised based on the date the Agreement is signed and further refined during the course of the project. Tyler requires up to forty-five (45) days to move from Agreement signing to the Initiate & Plan Stage.

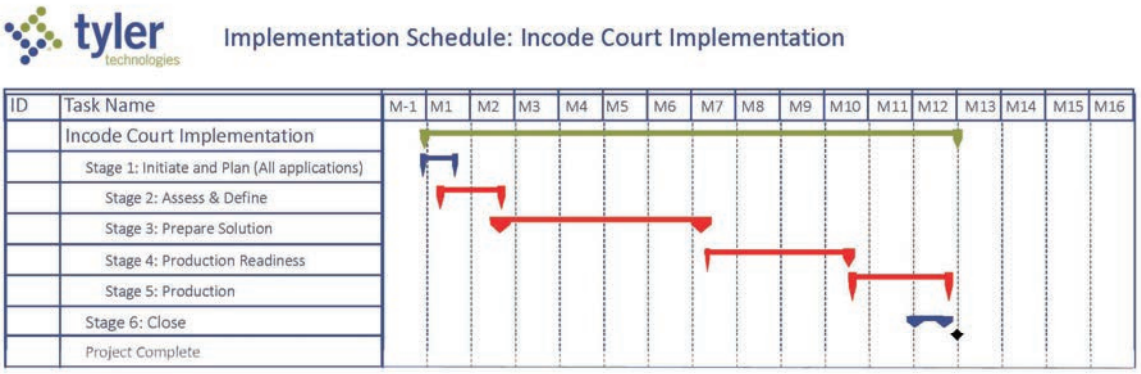
<Insert ERP Project Timeline template here and adjust appropriately for the Project>

11.2 Socrata Project Plan

Socrata Project Plan												
	Week											
	1	2	3	4	5	6	7	8	9	10	11	12
Initiate and Plan												
Assess and Define												
Prepare Solution												
Production Readiness												
Production												
Close												

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11.3 Incode Court Timeline



example

This timeline is an example. Please use it as a general guide...ONLY. Its purpose is to demonstrate the order in which various products are typically implemented and the potential overlap of stages for each phase. The exact timing of each deliverable depends on many factors including, but not limited to, the client's ability to commit resources to the project, client blackout dates, and the alignment of client business practices with Tyler implementation methodology. Tyler makes no guarantees that implementation schedules will align with this example.

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11.4 Incode Financial Management Timeline

tyler technologies

Implementation Schedule: Incode Financial Management Implementation

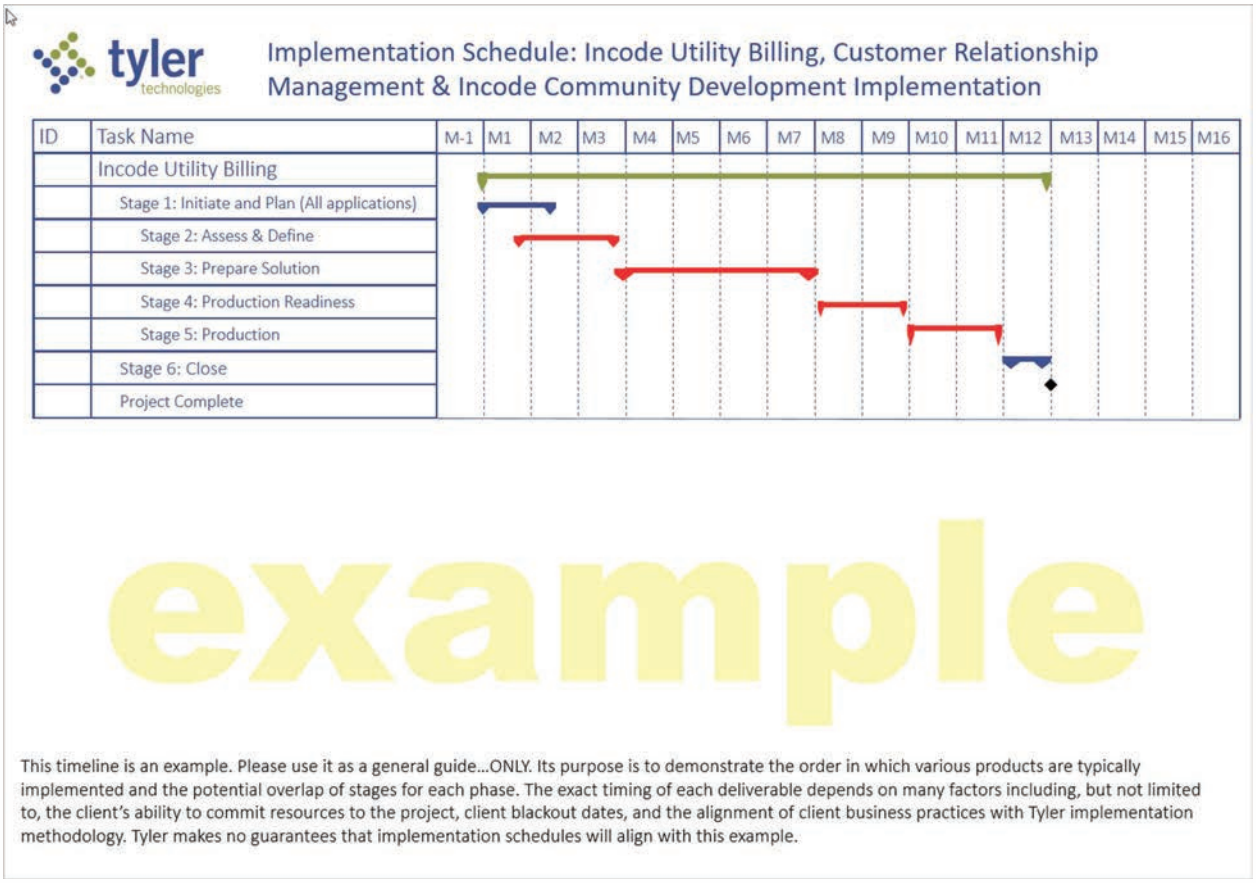
ID	Task Name	M-1	M1	M2	M3	M4	M5	M6	M7	M8	M9	M10	M11	M12	M13	M14	M15	M16
	Incode Financial Management																	
	Stage 1: Initiate and Plan (All applications)																	
	Stage 2: Assess & Define																	
	Stage 3: Prepare Solution																	
	Stage 4: Production Readiness																	
	Stage 5: Production																	
	Stage 6: Close																	
	Project Complete																	

example

This timeline is an example. Please use it as a general guide…ONLY. Its purpose is to demonstrate the order in which various products are typically implemented and the potential overlap of stages for each phase. The exact timing of each deliverable depends on many factors including, but not limited to, the client's ability to commit resources to the project, client blackout dates, and the alignment of client business practices with Tyler implementation methodology. Tyler makes no guarantees that implementation schedules will align with this example.

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11.5 Incode Utility Billing, CRM, and Community Development Timeline



11.6 Intentionally left blank.

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Jason A. Arnold, MPA
City Manager, City of Diboll

400 Kenley Street
P.O. Box 340
Diboll, Texas 75941
(936)-829-6800
jarnold@cityofdiboll.com

April 8, 2022

Honorable Mayor and City Council
City of Diboll

RE: Lottie & Arthur Temple Civic Center Rental Agreement

Usage of the Civic Center has steadily increased in recent months. While the City Diboll is excited to see a surge in rentals, the volume of events has caused strain on Civic Center staff. Staff has less time to prep the facility before events and clean afterwards. Additionally, set up and tear down has become difficult, if not altogether impossible for staff. Unfortunately, the level of customer service the City of Diboll is offering at the Civic Center is not at the standard we expect.

The solution is an exciting one for all of Diboll. M&R Party Rent is a locally-owned party planning and rental company. M&R Party Rent will have exclusive rights to the Civic Center and serves as the booking agent for all customers. If a customer chooses to do so, they may take advantage of the other services M&R offers. M&R will market the Civic Center and be responsible for setting up for and cleaning after events. The City of Diboll will be responsible for the general care of the building and premises.

The initial term for the agreement is six months with the option of an extension. Staff recommends Council approve the rental agreement with M&R Party Rent for the Lottie & Arthur Temple Civic Center.

Respectfully,

Jason A. Arnold, MPA
City Manager
City of Diboll

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CIVIC CENTER SERVICE CONTRACT AGREEMENT

THIS AGREEMENT, entered into as of April 12, 2022 is entered into between the CITY OF DIBOLL, TEXAS, a Texas home-rule municipality ("City") and M&R Party Rent, a Texas corporation ("M&R Party Rent"). In furtherance of the purposes of the Authorizing Legislation, and in consideration of the mutual covenants in this Agreement, the City and M&R Party Rent agree as follows:

RECITALS

WHEREAS, the City is the owner of the Lottie and Arthur Temple Civic Center ("Civic Center"), which the City operates in an effort to provide the citizens of Diboll and the surrounding areas with a quality event venue in the City; and

WHEREAS, the Civic Center is intended to meet a public purpose; and

WHEREAS, the City lacks the resources to fully operate the Civic Center on evenings and weekends; and

WHEREAS, the City is authorized by Texas Local Government Code, Chapter 2267 to contract with a private organization to manage or supervise programs and activities to meet a public purpose; and

WHEREAS, M&R Party Rent is an entity with a strong community presence, and expertise in promoting events at the Civic Center; and

WHEREAS, the City desires to utilize the expertise and services of M&R Party Rent to schedule and manage the Civic Center in accordance with the provisions hereof.

ARTICLE I
TERM

The term of this Agreement shall be for an initial period of six (6) months commencing on June 1, 2022, with the option for renewal by mutual agreement under the same terms and conditions for a two (2) year period. This Agreement and any renewal are subject to the availability of municipal funds. If either party wishes to opt out of this agreement, they must notify in writing the other party no less than sixty (60) days prior to their withdraw. Except as otherwise expressly provided in this Agreement, any written notice or other written communication requested or permitted to be given under this Agreement shall be delivered, or sent by United States registered or certified mail, postage prepaid, or by express carrier, to:

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M&R Party Rent
408 Plant Road
Corrigan, TX 75939
ATTN: Owner

City of Diboll
400 Kenley Street
Diboll, Texas 75941
ATTN: City Manager

ARTICLE II
M&R PARTY RENT SERVICES AND OBLIGATIONS

2.1 Functioning as an independent contractor and serving as a manager of the Civic Center pursuant to the terms and conditions of this Agreement for all events after 5:00 p.m. on weekdays and all events on weekends, except City events;

2.2 Programming strategy, marketing, promotion, rental, operations, regular building cleaning and staffing for Civic Center events;

2.3 Ensuring that rental agreements, performance agreements, operating policies, fee schedules and other contracts or agreements comply with City ordinances, resolutions and policies applicable to the Civic Center and its use, management, operation and maintenance;

2.4 Preparing a quarterly report and providing such other information as may be requested by the City in relation to the Civic Center and its use, attendance, operation and management;

2.5 Providing reports and meeting with the City Manager or his designee in performing and carrying out City business related to the operation of the Civic Center;

2.6 Assisting in the preparation of the City's budget for the Civic Center;

2.7 Complying with applicable federal laws, state statutes, City of Diboll City ordinances and the Constitution of the United States and the State of Texas;

2.8 Promptly reporting to the proper City officials any furniture, fixtures, or grounds that are damaged, in disrepair, in need of maintenance, and remove from service any unsafe or potentially hazardous conditions immediately;

2.9 Recognizing in published materials, as appropriate, the City's contribution to all Civic Center activities, either financially or otherwise (e.g., sponsorship on behalf of the City of Diboll);

2.10 Staffing all Civic Center events (except City events) with M&R Party Rent staff or volunteers. The City may use the Civic Center for City events, subject to scheduling availability;

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2.11 Assuming expenses and retaining revenues for all Civic Center events, except City events;

2.12 Paying rental fees to the City as outlined in the attached fee schedule;

2.13 Submit all requested information to the City to comply with criminal background checks for eomployees.

ARTICLE III
CITY SERVICES AND OBLIGATIONS

3.1 City shall be responsible for insurance, utilities, janitorial supplies and building and structural maintenance of the Civic Center during the life of this Agreement.

3.2 City shall install and maintain a washer and dryer at the Civic Center to be utilized by M&R Party Rent during the life of this Agreement.

3.3 The City will provide advice and assistance from its various departments, upon request by M&R Party Rent, regarding responsibilities under this Agreement.

3.4 The City retains the right, but not the obligation, to host public ticketed and/or non-ticketed events, as well as private non-ticketed City events at the Civic Center. M&R Party Rent will have no responsibility whatsoever for events hosted by the City at the Civic Center.

ARTICLE IV
HOLD HARMLESS AND INDEMNIFICATION

Each party shall indemnify, defend, protect, hold harmless, and release the other, its officers, agents, and employees, from and against any and all claims, loss, proceedings, damages, causes of action, liability, costs, or expense (including reasonable attorneys' fees) arising from or in connection with, or caused by any act, omission, or negligence of such indemnifying party or its agents, employees, contractors, subcontractors, or invitees, related to the performance of this Agreement. This indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages or compensation payable to or for the indemnifying party under workers' compensation acts, disability benefit acts, or other employee benefit acts. This indemnity provision survives the Agreement.

ARTICLE V
PUBLIC PURPOSE USE

5.1 It is understood and maintained by each party that the Civic Center is to be operated exclusively for public purposes. Access to the Civic Center must be controlled at all times by either M&R Party Rent or the City of Diboll.

5.2 M&R Party Rent understands and agrees that renters will not be required to utilize M&R Party Rent’s additional services as a provision to rent the Civic Center.

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ARTICLE VI
ASSIGNMENT AND AMENDMENT

6.1 No party to this Agreement may transfer or assign its rights and responsibilities without approval of the other party.

6.2 This Agreement may not be modified except by an instrument in writing signed by the parties hereto.

6.3 If this Agreement is executed in multiple counterparts, all counterparts taken together constitute this Agreement. Copies of signatures to this Agreement are effective as original signatures.

6.4 By entering into this Agreement, M&R Party Rent is not assuming liability for any actions or matters, financial or otherwise, arising at the Civic Center before April 12, 2022 (collectively "Prior Actions"). M&R Party Rent expressly disclaims liability for any Prior Actions.

For the City of Diboll, Texas:

_____
Jason Arnold, City Manager
City of Diboll

Attest:

_____
Rosa Olvera, City Secretary
City of Diboll

For M&R Party Rent:

_____
Maria Escobedo, Owner
M&R Party Rent

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RENTAL RATES

		M&R' Rates	Max Rate Allowed
Standard Rental Rates			
Mon – Thu	5:00 pm – 1:15 am	$200	-
Fri	12:00 pm – 1:15 am	$350	-
Sat	8:00 am – 1:15 am	$1,000	-
Sun	12:00 pm – 10:00 pm	$250	-
Non-Profit Rental Rates			
Mon – Thu	5:00 pm – 1:15 am	$100	$300
Fri	12:00 pm – 1:15 am	$100	$300
Sat	8:00 am – 1:15 am	$250	$500
Sun	12:00 pm – 10:00 pm	$100	$300
Clean Up Fee	$400		
Returned Check Fee	$35		

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RESOLUTION NO. 2022-04-001

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DIBOLL, TEXAS, APPROVING A JOINT AGREEMENT BETWEEN THE CITY OF DIBOLL AND ANGELINA COUNTY DISTRICT FOR THE MAY 7, 2022 GENERAL ELECTION FOR DIBOLL TEXAS, ATTACHED AS EXHIBIT A; AUTHORIZING THE MAYOR TO EXECUTE ALL NECESSARY DOCUMENTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Diboll ("the City") has called a general election for Saturday, May 7,2022; and

WHEREAS, Angelina County ("the County") has also called an election for Saturday, May 7, 2022; and

WHEREAS, the Angelina County has expressed its desire for a joint election with the City; and

WHEREAS, state law allows local governments holding elections on the same day to do so jointly, thereby making voting more convenient; and

WHEREAS, the Angelina County Elections Administrator will provide all election machines and services for the City and the County, as agreed upon by the Angelina County Elections Administrator and each entity through separate contract; and

WHEREAS, it is necessary to authorize an agreement in accordance with Section 271.002 of the Texas Election Code, whereby the City and the County agree to hold a joint election on May 7, 2022.

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

Section 1. The City Council of the City of Diboll hereby authorizes that the May 7, 2022 General Election be held jointly with Angelina County.

Section 2. The Mayor is hereby authorized to execute an agreement with Angelina County for a joint election on Saturday May 7, 2022. The agreement is attached hereto as Exhibit A.

Section 3: That this Resolution shall take effect immediately upon its passage, and it is so resolved.

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PASSED AND APPROVED this 12th day of April 2022.

_____
Trey Wilkerson, Mayor

ATTEST:

_____
Rosa Olvera, City Secretary

STATE OF TEXAS §
ANGELINA COUNTY §
CITY OF DIBOLL §

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ELECTION SERVICES CONTRACT BETWEEN ANGELINA COUNTY AND CITY OF DIBOLL

Pursuant to Chapter 31, Subchapter D, Chapter 123, and Chapter 271 of the Texas Election Code ("Code") and Chapter 791 of the Texas Government Code, Angelina County and the CITY OF DIBOLL enter into this agreement for the Angelina County Elections Administrator, as the County's Election Officer, to conduct the City's/School's elections, including runoffs, and for the City's/School/College's use of the County's current or future-acquired election equipment for any voting system that the County adopts, as authorized under Title 8 of the Election Code, for all City/School/College elections. The purpose of this agreement is to maintain consistency and accessibility in voting practices, polling places, and election procedures in order to best assist the voters of the City.

I. GENERAL PROVISIONS

(A) Except as otherwise provided in this agreement, the term "election" refers to any City/School/College election, occurring on the second Saturday in May and a resulting runoff, if necessary, and on the first Tuesday after the first Monday in November and a resulting runoff, if necessary, within all City/School/College territory located in Angelina County. If a runoff is necessary, the City/School/College will work with the Election Officer to determine a mutually acceptable runoff date; in the event that the City/School/College and any other large entity for which the County is providing election services or for which the County is conducting a joint election, do not agree on a runoff date, the City/School/College agrees to whichever runoff date is preferred by the Election Officer. The Election Officer acknowledges that only the City Council/School Board/College Board can order a runoff election for the City/School/College and that any runoff date selected by the Election Officer must be approved by the City Council/School Board/College Board.

(B) If the City/School/College determines it is necessary to conduct an election during a time other than that specified in I. (A), the Election Officer and a representative designated by the City/School/College will meet as soon as possible to determine the feasibility of the Election Officer conducting such an election. If both parties agree that the Election Officer will administer this election, the new election will be based on all other applicable provisions of this agreement.

(C) Except as otherwise provided in this agreement, the term "Election Officer" refers to the Angelina County Elections Administrator.

(D) Except as otherwise provided in this agreement, the term "precinct" means all precincts in the territory of the City/School/College within Angelina County.

(E) Except as otherwise provided in this agreement, the term "fiscal year" refers to a time period that begins on October 1 and closes on September 30 of each year.

(F) Except as otherwise provided in this agreement, the term "election services" refers to services used to perform or supervise any or all of the duties and functions that the election officer determines are necessary for the conduct of an election.

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(G) Except as otherwise provided in this agreement, the term "cost for election service" includes the costs for personnel, supplies, materials, or services needed for providing these services as permitted by the Texas Election Code. The term does not refer to costs relating to the use of the voting equipment.

(H) Except as otherwise provided in this agreement, the cost for "use of voting equipment" is the amount the City/School/College agrees to pay the County for the DRE equipment used by the County to conduct the City's/School/College's elections.

(I) The Election Officer has the right to enter into agreements with other entities at any time, including during the dates listed in I. (A).

(J) As a condition for providing election services and equipment usage, the Election Officer may require authorities of political subdivisions holding elections on the same day in all or part of the same territory to enter into a joint election agreement as authorized in Chapter 271 of the Texas Election Code. The City/School/College agrees to enter into any joint election agreement required by the County; the Election Officer acknowledges that only the City Council/School Board can enter into a joint election agreement for the City/School/College and that any joint election agreement must be approved by the City Council/School Board/College Board. Any required joint election agreement must be consistent with this Angelina County CITY OF DIBOLL election agreement. To the extent there is any conflict between a joint election agreement and this agreement, the parties agree that the joint election agreement will prevail.

II. CITY'S/SCHOOL/COLLEGE'S USE OF VOTING EQUIPMENT

(A) The County shall make available to the City/School/College its current and future-acquired voting system as authorized under Title 8 of the Election Code, subject to reasonable restrictions and conditions imposed by the Election Officer to ensure availability of the equipment for County-ordered elections, primary elections, and subsequent runoff elections. The Election Officer may impose reasonable restrictions and conditions to protect the equipment from misuse or damage.

III. APPOINTMENT OF ELECTION OFFICER

(A) The Angelina County Election Officer ("Election Officer") is appointed to serve as the City's/School/College's Election Officer and Early Voting Clerk to conduct the City's/School/College's elections described in Section I. The Election Officer acknowledges that only the City Council/School Board/College Board can make appointments per Tex. Elec. Code Secs. 271.005 and 271.006, and that any appointments must be approved by the City Council/School Board/College Board.

(B) As the City's/School/College's Election Officer and Early Voting Clerk, the Election Officer shall coordinate, supervise, and conduct all aspects of administering voting in City/School/College elections in compliance with all applicable law. The Election Officer will provide City/School/College election results for City's/School/College's precincts in

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Angelina County.

(C) The City/School/College will continue to perform those election duties listed in (1) through (8) below and any other election duties that may not be delegated to another governmental entity:

(1) preparing, adopting, publishing, and posting all required election orders, resolutions, notices and other documents, including bilingual materials, evidencing action by the governing authority of the City necessary to the conduct of an election, provided that the Election Officer will publish a single notice for all large entities (City of Lufkin, City of Diboll, City of Zavalla, and Diboll ISD, Huntington ISD, Zavalla ISD, Lufkin ISD) participating in a particular election;

(2) preparing federal Voting Rights Act election pre-clearance submissions to the Department of Justice, other than changes in a joint election conducted under this agreement that directly affect the County;

(3) preparing the text for the City's/School/College's official ballot in English and Spanish, or other languages as required by law;

(4) providing the Election Officer with a list of candidates or propositions showing the order and the exact manner in which the candidates' names and the propositions are to appear on the official ballot;

(5) conducting the official canvass of a City/School/College election;

(6) administering the City's/School/College's duties under state and local campaign finance laws, including serving as the authority with whom documents relating to political funds and campaigns under Title 15 of the Texas Election Code are filed in accordance with §31.096 of the Texas Election Code;

(7) having a City/School/College representative serve as the custodian of its election records; and appointing a City/School/College representative to serve as the custodian of all election records other than those maintained by the County; and

(8) filing the City's/School/College's annual voting system report to the Secretary of State as required under Chapter 123 et seq. of the Texas Election Code.

(D) The City/School/College is responsible for proofing and attesting to the accuracy of all ballot language and format information programmed by the County. This includes any information programmed for use with the audio or tactile button features of the equipment. The City/School/College must provide approval by signature in person. Approval of minor changes after in-person proofing may be made by email. The City/School/College will also monitor and review all logic and accuracy testing and mandatory recounts held prior to and after the election. The City/School/College will complete its duties within timeframes as prescribed by the County. If the City/School/College finds any discrepancies or concerns,

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it will immediately report them to the Election Officer and work with her to resolve any issues so that final approval can be reached. Should errors be found after final proofing and printing, the cost associated with the same shall be the responsibility of the City/School/College.

(E) The Judge and Alternate Judge will assist the County whenever possible when the conduct of the election requires assistance from City/School/College departments and staff including but not limited to: proofing, pretesting, public testing, ballot by mail or any other election duties as required.

(F)

IV. ELECTION WORKERS AND POLLING PLACES

(A) The County will timely provide a list for presentation to the governing body of the City/School/College, containing a list of places, times, and dates of early voting suitable for consideration and adoption by the governing body in accordance with Texas Election Code Chapter 85. The Election Officer will designate and confirm all Election Day polling place locations, judges, and alternates.

.

(B) The Election Officer will assume the responsibility for recruiting election personnel; however, if by the 5th day before the Election, the Election Officer reports vacancies in positions for election judges, alternate judges, election day clerks, early voting ballot board, receiving substation clerks, or any other key election personnel, the City/School/College shall provide emergency personnel in these positions if possible.

(C) The Election Officer will notify each of the election judges and alternates of their appointment and the eligibility requirements that pertain to them and to the selection of Election Day clerks. Included in this notification will be the number of clerks that each precinct should have in addition to the election judge and alternate judge. The election judges and/or the alternates are responsible for recruiting and supervising their clerks.

(D) Pay for Early Voting and Election Day poll workers will be as follows:

Election Judge:	$12.00 per hour
Alternate Election Judge:	$11.00 per hour
Election Clerk:	$10.00 per hour

(E) Pay for workers who assist with election duties (testing, ballot by mail, election night, ballot board, etc.) will be $12.00 per hour.

(F) All election workers must agree to attend training sessions as determined by the Election Officer. Costs for these training sessions and compensation for attendees will be included as part of the election service costs.

(G) During any election and any subsequent runoff election that involve entities in addition to

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the City/School/College, the Election Officer will work with all parties to find a plan that can be agreed upon regarding polling places. If agreement cannot be reached, the Election Officer will resolve the differences. In all cases, emergency polling place changes will be made by the Election Officer.

(H) In order for the County to conduct a City/School/College election held in November, it is necessary for the City/School/College to adopt polling places that are not inconsistent with the polling places adopted by the County Commissioners Court. During a May election and any subsequent runoff election that involve entities in addition to the MAY ELECTION.

(I) the Election Officer will work with all parties to find a plan that can be agreed upon. If agreement cannot be reached, the Election Officer will resolve the differences. In all cases, emergency polling place changes will be made by the Election Officer.

V. COSTS FOR ELECTION SERVICES AND VOTING EQUIPMENT

(A) The County will split the costs of the Election as follows:

The County will total the cost of the election and divide the amount with the Entities. The Entities will be billed by a voters who qualified for their election.

(B) The Election Officer will charge a fee for election services, as allowed by Tex. Elec. Code §31.100(d), equal to 10% of the total costs of each election excluding the costs of voting equipment. Costs for use of voting equipment are described in Section VII. In the event of a joint election, this 10% fee will be divided on a pro rata basis among all entities involved in the election.

(C) Each entity will be billed for rental for the equipment used, and the cost will be divided between all entities involved in the election. The cost of each EXPRESS Vote Machine will be $250 per machine and the DS200 will be $300 per machine.

(D) Rental for polling locations will be divided equally among all entities involved in the election.

(E) Other costs subject to billing include, but are not limited to:

(1) Ballot by Mail (vendor printed ballots, staffing, postage, ballot board costs, verification signature committee)
(2) Curbside ballot and Provisional, Early Voting and Election Day voting kits.
(3) Election Workers (including testing, preparation, election day cleaning, election night)
(4) Training for Election Workers

(F) The City/School/College will promptly review an election invoice and supporting documentation when received from the County. The City/School/College may audit,

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during normal business hours, relevant County election or accounting records upon reasonable notice to the County. The City/School/College will pay the entire final invoice or the undisputed portion of the final invoice not later than the 30th day after receiving the invoice.

(G) Any unforeseen cost not addressed in this contract will be billed and listed in the final invoice.

(H) The City/School/College may file a written request that the Election Officer adjust the final invoice not later than the 30th day after the City/School/College receives an invoice under Subsection (C). The request must include a justification for the request.

(I) After receiving an adjustment request under Subsection (H), the City/School/College and County will endeavor to resolve adjustment issues not later than the 14th day after the City/School/College has filed the adjustment request. After the resolution of any adjustment issues, the City/School/College will pay the final remaining adjusted balance due to the County, or if a final adjustment results in an amount due to the City/School/College, the County will make payment to the City/School/College. The payment will not be made later than the 21st day after the final adjustment. A payment resulting from the final dispute/adjustment process described in this subsection is due no later than September 29 of the fiscal year.

(J) The parties agree that the payments that are to be made by the City/School/College to the Election Officer under this Agreement constitute fair compensation for the services or functions performed by the Election Officer.

(K) Each party's obligations under this Agreement are effective only to the extent that the party has fully appropriated funds for performing its obligations for that party's current fiscal year. If for any fiscal year a party does not appropriate funds for that party's performance of its obligations under this Agreement, this Agreement will be void and the party will promptly notify the other party regarding the non-appropriation of funds.

VI. COMMUNICATIONS

(A) The City Clerk/School/College Representative and the Election Officer will each designate a member of their staff to serve as the primary contact for the respective offices under this agreement and provide the name and contact information for that individual to each entity.

(B) Throughout the term of this Agreement, the City/School/College and the County will engage in ongoing communications related to City/School/College elections, the use of County's voting equipment, and the delivery of services under this agreement and, when necessary, the County Elections Administrator, elections division staff members, and other election workers will meet with the City/School/College to discuss and resolve any problems which might arise under this Agreement.

(C) The Election Officer will be the main point of media contact for election information related to election administration. The City/School/College will designate a contact to be

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the main point of contact for matters related to the content of the City's/School's/College's ballot or candidates.

VII. MISCELLANEOUS PROVISIONS

(A) Amendment/Modification

Except as otherwise provided, this Agreement may not be amended, modified, or changed in any respect whatsoever, except by a further Agreement in writing, duly executed by the parties hereto. No official, representative, agent, or employee of the County has any authority to modify this Agreement except pursuant to such expressed authorization as may be granted by the Commissioners Court of Angelina County, Texas. No official, representative, agent, or employee of the City/School/College has any authority to modify this Agreement except pursuant to such expressed authorization as may be granted by the governing body of the City/School/College. Terri Jordan, Angelina County Elections Administrator, may propose necessary amendments or modifications to this Agreement in writing in order to conduct a Joint Election smoothly and efficiently, except that any such proposals must be approved by the Commissioners Court of the County and the governing body of the City/School/College.

(B) Notice

Any notice to be given hereunder by any party to the other will be in writing and may be affected by personal delivery, by certified mail, or by common carrier. Notice to a party will be addressed as follows:

City of Diboll –
City Secretary
400 Kenley Street
PO Box 340
Diboll, Texas 75941

Cc: Mayor Trey Wilkerson
PO Box 1407
Lufkin, Texas 75902-1407

ANGELINA COUNTY

Terri Jordan
Elections Division
Angelina County
P.O. Box 1343
Lufkin, Texas 75902-1344

Notice by hand-delivery is deemed effective immediately, notice by certified mail is deemed effective three days after deposit with a U.S. Postal Office or in a U.S. Mail Box, and notice by a common carrier, is deemed effective upon receipt. Each party may change

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the address for notice to it by giving notice of the change in accordance with the provisions of this Section.

(C) Force Majeure

In the event that the performance by the County of any of its obligations or undertakings hereunder is interrupted or delayed by any occurrence not occasioned by its own conduct, whether such occurrence be an act of God or the result of war, riot, civil commotion, sovereign conduct, or the act or condition of any persons not a party or in privity thereof, then it will be excused from such performance for such period of time as is reasonably necessary after such occurrence to remedy the effects thereof.

(D) Venue and Choice of Law

The City/School/College agrees that venue for any dispute arising under this Agreement will lie in the appropriate courts of Lufkin, Angelina County, Texas. This Agreement is governed by and is to be construed in accordance with the laws of the State of Texas and the United States of America.

(E) Entire Agreement

This Agreement contains the entire agreement of the parties relating to the rights herein granted and the obligations herein assumed and supersedes all prior agreements, including prior election services contracts and prior agreements to conduct joint elections. Any prior agreements, promises, negotiations, or representations not expressly contained in this Agreement are of no force and effect. Any oral representations or modifications concerning this Agreement will be of no force or effect, excepting a subsequent modification in writing as provided herein.

(F) Severability

If any provision of this Agreement is found to be invalid, illegal or unenforceable by a court of competent jurisdiction, such invalidity, illegality or unenforceability will not affect the remaining provisions of this Agreement; and, parties to this Agreement will perform their obligations under this Agreement in accordance with the intent of the parties to this Agreement as expressed in the terms and provisions of this Agreement.

(G) Breach

In the event that City/School/School or County breaches any of its obligations under this Agreement, the non-breaching party will be entitled to pursue any and all rights and remedies allowed by law.

(H) Payments from Current Revenues

This Agreement is authorized by the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code. Each party must pay its monetary obligations solely from current revenues appropriated and available for the performance of those obligations.

(I) Other Instruments

The County and the City/School/College agree that they will execute other and further instruments or any documents as may become necessary or convenient to effectuate and

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carry out the purposes of this Agreement.

(J) Third Party Beneficiaries
Except as otherwise provided herein, nothing in this Agreement, expressed or implied, is intended to confer upon any person, other than the parties hereto, any benefits, rights or remedies under or by reason of this Agreement.

(K) Other Joint Election Agreements
The County and the City/School/College expressly understand and acknowledge that each may enter into other Joint Election Agreements with other jurisdictions, to be held on Election Day and at common polling places covered by this Agreement.

(L) Addresses for Payments
Payments made to the County or the City/School/College under this agreement must be addressed to following respective addresses:

Terri Jordan
Elections Division
Angelina County
P.O. Box 1343
Lufkin, Texas 75902-1344

(M) Term of Contract
Any previous election services agreement between the parties is terminated as of the effective date of this Agreement. The Term of this contract is through the end of the May 2022 Uniform Election Cycle.

(N) Termination of Contract
Either party may terminate this agreement for any reason upon providing 180 days written notice to the other party.

(O) Signature Authorization
The individuals below have been authorized to sign this Agreement.

(P) Compliance with Applicable Law
The parties agree to comply with any applicable state and federal laws in performing their respective obligations under this Agreement.

(Q) Recital
This interlocal agreement is to provide a governmental function or service that each party to this agreement is authorized to perform individually.

IN TESTIMONY WHEREOF, the parties hereto have executed this Agreement in multiple copies, each of equal dignity, on this April 12, 2022.

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CITY OF DIBOLL

BY: _____
Trey Wilkerson, Mayor

BY: _____
Rosa M. Olvera, City Secretary

ANGELINA COUNTY

BY: _____
Keith Wright, County Judge

BY: _____
Terri Jordan, Elections Administrator

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Jason A. Arnold, MPA
City Manager, City of Diboll

400 Kenley Street
P.O. Box 340
Diboll, Texas 75941
(936)-829-6800
jarnold@cityofdiboll.com

April 8, 2022

Honorable Mayor and City Council
City of Diboll

RE: Livestock Ordinance Modification

While working to resolve an ongoing compliance issue, staff was asked to research livestock ordinances in neighboring cities. Specifically, the minimum distance allowed between livestock and a residence or business. The City of Diboll's current ordinance is written as:

It shall be unlawful for any person to keep within two hundred (200) feet of any residence or business establishment any type of livestock, including but not limited to horses, mules, donkeys, cows, bulls, steers, hogs, sheep, goats, shetland ponies, jacks, jennets or poultry.

Staff has made contact with the City of Lufkin, the City of Hudson, the City of Huntington and the City of Livingston to compare our ordinance to theirs. Staff found our ordinance to be twice as restrictive as each of those cities. In each case, the minimum distance required is one hundred (100) feet between livestock and a residence or business.

It is important to note that modifying our ordinance to one hundred (100) feet will not immediately resolve every compliance issue in the city. However, it will significantly assist those who are working to be compliant.

Staff recommends Council approve modifying our Livestock Ordinance to read:

It shall be unlawful for any person to keep within one hundred (100) feet of any residence or business establishment any type of livestock, including but not limited to horses, mules, donkeys, cows, bulls, steers, hogs, sheep, goats, shetland ponies, jacks, jennets or poultry.

Respectfully,

Jason A. Arnold, MPA
City Manager
City of Diboll

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ORDINANCE 2022-04-001

AN ORDINANCE AMENDING CHAPTER 4 OF THE CODE OF ORDINANCES, DIBOLL, TEXAS, RELATING TO ANIMALS AND FOWL, LIVESTOCK – NEAR RESIDENCE OR BUSINESS IN THE CITY OF DIBOLL, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Chapter 4 of the City of Diboll Code of Ordinances contains the City's regulations applicable to livestock near residence or business; and;

WHEREAS, it is the desire of the City Council of Diboll, Texas, to reduce the minimum distance allowed between livestock and a residence or business;

WHEREAS, the amendment of Chapter 4 of the City of Diboll Code of Ordinances is in accordance with state law, and;

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

SECTION I

That Chapter 4 of the Code of Ordinances, Diboll, Texas, is hereby amended to read as set forth in Exhibit A, attached hereto and incorporated herein.

SECTION II

That Section 4-1 of Chapter 4 Article 1 of the Code of Ordinances, Diboll, Texas is hereby amended to read as follows:

"Sec. 4-1 -Livestock – Near residence or business.

It shall be unlawful for any person to keep within one hundred (100) feet of any residence or business establishment any type of livestock, including but not limited to horses, mules, donkeys, cows, bulls, steers, hogs, sheep, goats, shetland ponies, jacks, jennets or poultry."

REPEAL AND EFFECTIVE DATE. All ordinances or portions of ordinances in conflict herewith are hereby appealed. This ordinance shall become effective following a final affirmative vote of the City Council.

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PASSED, APPROVED AND ADOPTED by the City Council of the City of Diboll, Texas, on this the 12th dayof April 2022.

_____
Trey Wilkerson, Mayor

ATTEST:

_____
Rosa M. Olvera, City Secretary

STATE OF TEXAS §
ANGELINA COUNTY §
CITY OF DIBOLL §

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EXHIBIT A

ARTICLE I. - IN GENERAL

Sec. 4-1. - Livestock—Near residence or business.

It shall be unlawful for any person to keep within two hundred (200) feet of any residence or business establishment any type of livestock, including but not limited to horses, mules, donkeys, cows, bulls, steers, hogs, sheep, goats, shetland ponies, jacks, jennets or poultry.

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City of Diboll Volunteer Fire Department

2022 March Council Report

March 1st

- Pledge
- Incident Reports
- Discussion about radios and towers
  Firemen present (13)

March 8th

- Pledge
- Incident reports
- Discussion about operation clean sweep on April 30
  Fireman present (14)

March 15th

- Pledge
- Incident Reports
- Larry Lucas gives a Pre-Plan on how to fight a fire at Angelina County Airport
  Fireman present (13)

March 22nd

- Pledge
- Incident Reports
- Discussion about power line fires which trucks go out first
- James Leftwich has a training on grass fires
  Fireman Present (11)

March 29th

- Pledge
- Incident Reports
- Talked through the house fire at trinity co
  Fireman Present (11)

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City of Diboll Volunteer Fire Department

March Emergency Incidents (11)

March 1st 9:40

- **Call # 22002162**
  101 West Borden Dr
  Fire in ducts
  In City
  Diboll Fire personnel responded (4)

March 1st 16:12

- **Call # 22002175**
  585 Whitehead Rd
  Brush fire/logs burning
  Out of City
  Diboll Fire personnel responded (2)

March 2nd 16:49

- **Call # 22002223**
  423 Frosty Ln
  Grass fire
  Out City
  Diboll Fire personnel responded (3)

March 10th 6:07

- **Call # 22002513**
  Roy O Martin
  3 Dryer buildings on fire
  Helped Corrigan FD work fire
  Out City
  Diboll Fire personnel responded (7)

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City of Diboll Volunteer Fire Department

March 10th 18:00

- **Call # 22002577**
  Fm819 & Fm 2109
  10/50
  Out of City
  Diboll Fire personnel responded (4)

March 17th 14:45

- **Call # 22002748**
  59/ Stringer Rd
  DPS needed traffic control
  Out of City
  Diboll Fire personnel responded (5)

March 20th 13:45

- **Call # 22002850**
  430 Cotton Thompson Rd
  Brush fire
  Out of City
  Diboll Fire personnel responded (9)

March 21st 18:22

- **Call # 22002891**
  779 Morris Rd
  Tree on power line
  Out of City
  Diboll Fire personnel responded (8)

March 21st 19:48

- **Call # 22002894**
  708 Willie D Jones
  Power line down
  In City
  Diboll Fire personnel responded (7)

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City of Diboll Volunteer Fire Department

March 24th 18:03

- **Call # 22002968**
  SW Angelina County Airport
  Control burn 10/22
  Out of City
  Diboll Fire personnel responded (8)

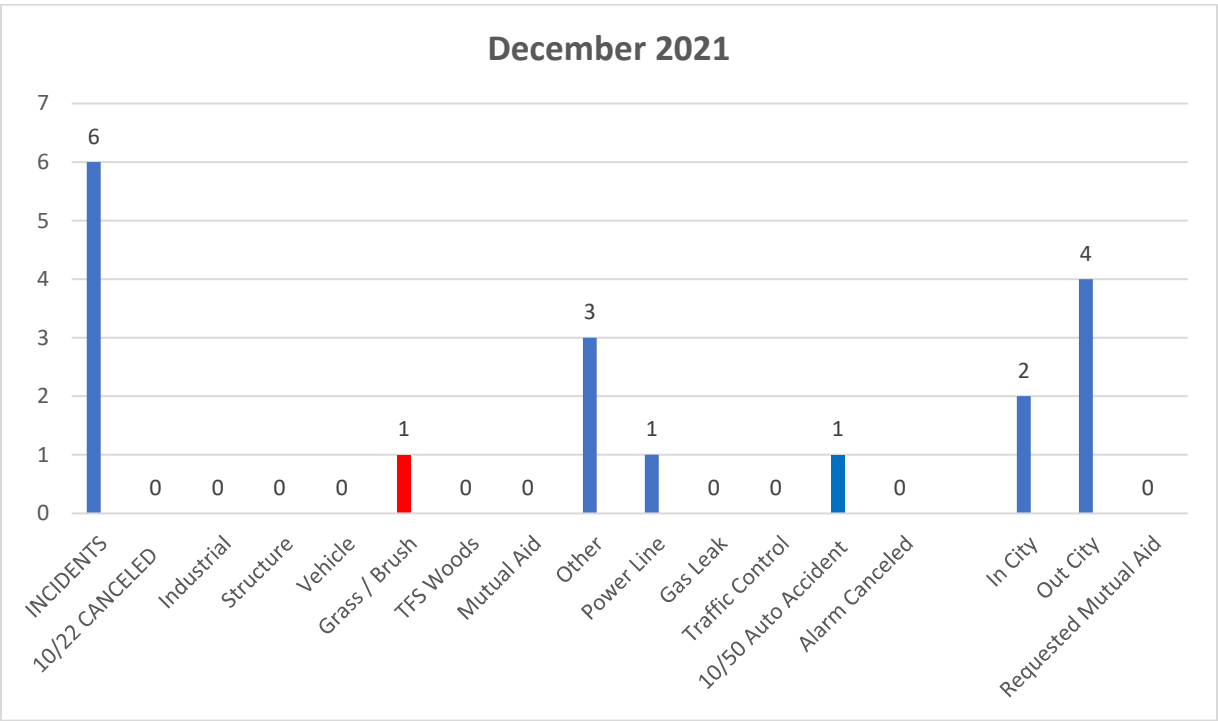
March 28 th 3:40

- **Call # 22003087**
  1242 Perkins Tolbert RD
  House fire in Trinity county
  Groveton requested fireman
  Out of City
  Diboll Fire personnel responded (2)

March Expenditures
Diboll Volunteer Fire Department
Upgrade and Replaced Fire Department Radio Repeater
Kay Radio $10,561.34

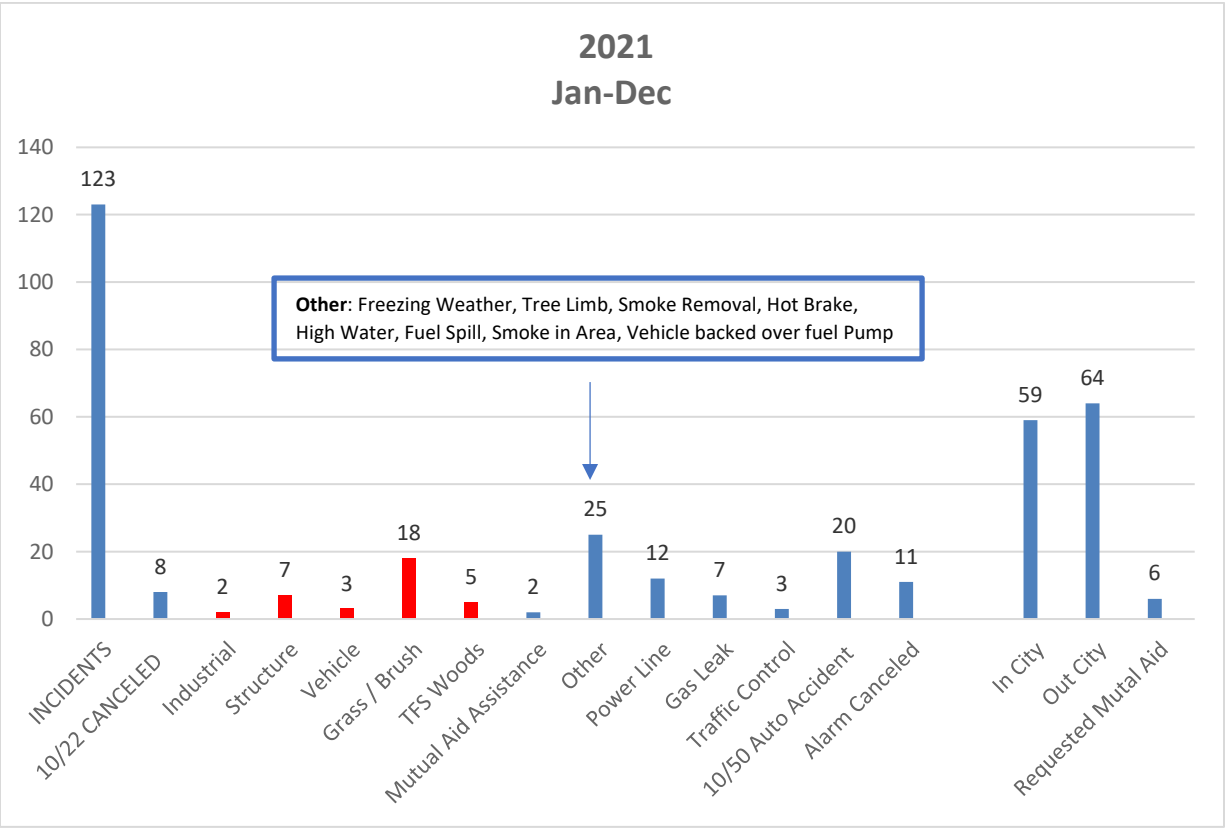
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City of Diboll Volunteer Fire Department



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City of Diboll Volunteer Fire Department



Incidents 2021

16	12-6 am	21 % Incidents am
11	6-12 am	
57	12-6 pm	78 % Incidents pm
39	6-12 pm	
15	Mon	
21	Tue	51 % Incidents Monday - Thursday
14	Wed	
13	Thr	
28	Fri	
16	Sat	49 % Incidents Friday-Saturday-Sunday
16	Sun	

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Diboll Police Department

Monthly Stats

From: 03/01/2022 to 03/31/2022

Calls for Service – **295**

Incident Reports – **77**

Accidents – **13**

Extra Patrols/Patrol Request – **204**

Traffic Stops **- 374**

Arrest Total – **29**

- Felony – **13**
- Misdemeanor – **16**

400 Kenley · P.O. Box 340 · Diboll, Texas 75941 · (936) 829-5586 · Fax (936) 829-5436 · gmunoz@cityofdiboll.com

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Street/Water Department Monthly Report

3-1-2022

Checked wells and chlorine levels daily. Changed batteries at the old elevated storage tank daily. Repaired leak on hypochlorite line at well #2. Completed monthly water pumpage report for February 2022.Changed meter at 707 Cypress. Dressed up around electric pole that was moved at the second entrance to Deer Trace. Helped parks dept. with the little league ball fields. Patched and put out road base on Mockingbird. Had Timberjack repair the cylinder for the claw on the new backhoe. Used sand and silt flush to flush out sewer main on Oak St. Patched on Lynn St. Cleaned out sewer main at 301 Neil Pickett. Problem was on the customer side. Turned water on at 214 Arrington. Patched Corrine St. Checked on bad smell in the house at 606 Arrington. Informed customer to check their P-traps. Submitted water use survey to Texas Water Development Board. Picked up a pile of limbs by the road at 733 Booker. Cleaned out sewer main at 402 N. Second St. Turned water on at 500 Third St. Left door hangers at 804 Wells and 1029 Holubec to call city hall. Turned water off and got reading at 507 Boxfactory. 402 N. Second called in a manhole overflowing. Found the customers private clean out was overflowing. Checked manholes in the area and found the problem to be on the customer side. Put asphalt in the pothole in the drive way of Los Jarritoes.

3-7-2022

Checked wells and chlorine levels daily. Changed batteries at the old elevated storage tank daily. Completed monthly water pumpage report for February 2022. Cleaned and run camera down sewer main at 1404 Ryan Chapel. Had new tires put on unit # 70. Checked batteries and fuses on scata system at well 1,2,3, and 4. Turned water off at the primary school due to a water leak. Cleared fallen pine tree from the road between Borden and Ryan Chapel. Cleaned storm drain inlets. Cleaned sewer main at 205 N. Temple. Ran the camera down the city main, it was clear. Ran roto rooter in customers private line and did not have enough cable to reach the problem. Called Loggins Plumbing the next day to clean out the customer's private line. Cleaned curbs on Wells , Pinewood , Birdsong and Westchester St. Replaced water service from the main to the meter at 607 and 609 Arrington. Turned water off at 1217 Lynn. Located water and sewer lines on the west side of HWY 59 from Morrison AC to the Diboll Depot for a boring crew. Turned water off at 1007 Oak Hollow for the customers plumber. Filled in the tire marks left by the jet machine with dirt at 706 Ashford. Cleaned out sewer main at 729 Nelson. Turned water off at 620 S. Temple.

3-14-2022

Checked wells and chlorine levels daily. Changed batteries at the old tank daily. Took first set of monthly water samples to the lab for testing. Changed out the chlorine pump at well #5. We had low

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chlorine residual at the New Elevated storage tank of 0.36 mgl . Drained the tank and turned the chlorine up to get the chlorine residual back to normal readings. Cleaned out sewer main at 607 Neil Pickett and 1111 Lawrence. Turned water on at 902 S. Meadows. Cleaned limbs out of the ditch on the corner of S. First and Maynard. Hauled sludge to the land fill for the WWTP. Turned water on at 905 Dogwood Ridge, their plumber turned off the wrong meter. Turned water on at 1217 Lynn.

3-28-2022

Checked wells and chlorine levels daily. Changed out batteries at the old elevated storage tank daily. Replaced a valve in the chlorine line at well #2. Took second set of monthly water samples to the lab for testing. Cleaned curbs on Hines St. Changed buffer and indicator in the CL17 Chlorine analyzer at well #2. Put out 12 tons of asphalt on O.C. Scott. We put it in the last budget for O.C. Scott to be repaved but it was denied. Trimmed low hanging limbs at Office and HWY 59. Cleaned out storm drain inlets. Cut up and hauled off limb that fell in the road on Cooper St. Picked up limb that fell in the road on Dennis St. between Dale and Wells St. Cut up and hauled off tree that fell across the road on Holubec St. Repaired asphalt and concrete from installing a clean out at 205 N. Temple. Located water and sewer lines on Arrington and Westchester St. Cleaned shop and vehicles. Had hydraulic pump for dump bed on unit 71 replaced by Timberjack.

Street Dept. Head

Robby Roberts

Water Dept. Head

Josh Mosley

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Parks Department Monthly Report

2-28-2022

Monday, Wednesday and Friday clean and restock park restrooms. Pick up trash/limbs from grounds and pavilions, and change bags in receptacles. Poisoned ant mounds on all ball fields. Set base pegs on T-Ball field. Removed grass from infield of all fields. Attached bottom of right field fence to new wire on field #1. Put locks on all ball fields. Used cutting torch to remove base boards on fields #1 and #2. Hauled off old boards and installed new. Placed sand on new block sod field #2, #3, and #4. Purchased 100 ft hose (LRG) to water fields. Mowed entire baseball/softball complex. Set pitchers mound, bases field #1. Dragged and painted/chalked lines in preparation for tournament field #1. Blew off entire complex.

3-7-2022

Monday, Wednesday and Friday clean and restock park restrooms. Pick up trash/limbs from grounds and pavilions, and change bags in receptacles. Took two of three mowers to Doug's for repair. Put sand on pitcher's mound field 4 and overseeded all infields with rye grass. Repaired tail gate on Parks truck and removed side tool boxes. Helped street crew cut up and haul off fallen tree across Old Hwy. Welded tongue on small trailer for ball park use. Backfilled grave site at Fair Haven cemetery which had sunk in after 2" rain. Filled in ruts of backyard at 706 Ashford WO# 2451. Picked up 2 repaired lawn mowers and returned to ground storage. Corrected base pegs on T-Ball field #5. Dragged all fields.

3-14-2022

Monday, Wednesday and Friday clean and restock park restrooms. Pick up trash/limbs from grounds and pavilions, change bags in receptacles. Reset pitcher's mound field #3 with new clay and sanded ruts in outfield on all fields. Ordered supplies for Parks with Bridget (urinal cakes, trash bags, weed eater string, blades, toilet paper, paper towels). Moved chalk for fields from ground storage to ball field shed. Remove grass from infields and hung chain and lock across complex entrance. Finished back screen base boards on field #2. Dug up and reset pitcher's mound with new clay on field #4.

3-21 -2022

Monday, Wednesday and Friday clean and restock supplies park restrooms. Pick up trash/limbs from grounds and pavilions, change bags in receptacles. Set new home plate T-Ball field with clay. Mowed entire ball field complex. Finished base boards on field #3. Finished cutting off all old boards on

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field #4. Marked Plot 107 Fair Haven Cemetery for service on 3-25-22. Took pressure washer and concrete floor cleaner to Donna at Civic Center. Dragged all fields for scheduled practices. Met with Payne Electric at concession stand so they could install 4 new outlets (two wall and two rafter). Hauled two rolls of turf from sub courthouse to batting cages to be installed by league reps. Had Payne Electric look at solar lights on walking trail behind Civic Center for possible conversion to electric. Moved old John Deere tractor from ball field and added to auction inventory. Poisoned all ant mounds on ball fields and poisoned all infield grass. Dragged all ball fields. Returned cutting torch assembly to WWTP.

3-28-2022

Monday and Wednesday clean and restock supplies park restrooms. Pick up trash/limbs from grounds and pavilions, change bags in receptacles. Changed blades on all mowers. Mowed entire park complex (Monday-Wednesday). Payne Electric came Monday to install new GFI covered outlets at all score keeper stations. 3rd mowers PTO switch went out. Took to Doug's for repair. Got John Deere mower from WWTP to continue mowing park. Marked plot 13-1178 at Fair Haven Cemetery for headstone placement. Mowed City Hall and PD as well as welcome signs and traffic islands. Dragged all fields.

Parks Dept. Lead Operator

Eric Pope

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Wastewater Monthly Report

03-01-22

This week wastewater operators cleaned the bar screen. We cleaned and organized the trucks. We changed the distributer cap on unit 82. Cleaned the back area of the office building so the golf cart can be stored out of the weather. Katlin worked with parks department preparing the baseball complex for the new season. We ran daily tests and pulled weekly samples. Transported samples to ANRA. Performed weekend operations.

03-07-22

This week wastewater installed new lighting in the shop. We had high flow from heavy rain this week. We continued to clean out and organize the shop. Cleaned bar screen after high flow. Rocking WW started cleaning drying beds. Hauled sludge to the landfill. Helped stockpile sludge. We ran daily tests and pulled weekly samples. Delivered weekly samples to ANRA. On call operator performed weekend operations.

03-14-22

This week wastewater continued to help stockpile sludge while Rocking WW cleaned out the drying beds. We hauled more loads of sludge to landfill. Took delivery of Cl2 and set up on scales. Drained I&I water from lagoon back into plant. Checked lift stations daily. Ran daily tests. Pulled weekly samples and delivered them to ANRA. On call operator performed weekend operations.

03-21-22

This week wastewater began filling drying beds. We wasted sludge to digester. Had to rebuild suction line to polymer pump. The old line clogged up. Cleaned both clarifiers. We pumped sludge to the drying

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beds daily. Changed out polymer drum. Took delivery of SBS (de-chlor). Cleaned office building. Bridget worked of gathering information and photos for the online auction. Operators run daily tests and pulled weekly samples. Delivered weekly samples to ANRA. On call operator performed weekend operations.

03-28-22

This week wastewater continued to pump sludge to the drying beds daily. We wasted sludge from the clarifiers to the digester. The polymer pump was changed to a larger size to allow us to transfer more sludge to drying beds. Contacted Simply aquatics for cheaper polymer to use in drying beds. The polymer being used at this time was purchased for the centrifuge and is more expensive. Met with contractor to quote replacing rotten doors at sewer plant. Operators run daily tests and pulled weekly samples. We delivered samples to ANRA. Checked lift stations daily. On call operator performed weekend operations.

Wastewater Superintendent

Bridget Sarver

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DIBOLL, TX MUNICIPAL COURT

Fees and Fines Collection & Activity Report

As of February 28, 2022

LINEBARGER
ATTORNEYS AT LAW

Linebarger Goggan Blair & Sampson, LLP

PROPRIETARY AND CONFIDENTIAL INFORMATION

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Collections & Activity Summary

Collection Disposition Summary - February 2022	
Citations Assigned	0
Amount Assigned	$0
Citations Collected	98
Amount Collected	$27,011
Citations Cancelled	12
Amount Cancelled	$4,389
Citations Resolved	110
Amount Resolved	$31,400

Collection Disposition Summary - Contract to Date	
Citations Assigned	27,404
Amount Assigned	$9,385,054
Citations Adjusted	1,425
Amount Adjusted	($57,441)
Citations Collected	4,951
Amount Collected	$1,607,551
Citations Cancelled	933
Amount Cancelled	$326,429
Citations Resolved	5,884
Amount Resolved	$1,933,980
Dollar Resolution Rate	21.2%

Collection Activity - February 2022		
Letters		6,283
Address/Phone Updated		8
Phone Activity	Inbound	100
	Outbound	1,292

Collection Activity - Contract to Date		
Letters		58,609
Address/Phone Updated		11,787
Phone Activity	Inbound	3,728
	Outbound	193,684

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Status of Open Accounts

Status	Count	Amount
ACT - Active Account	21,230	$7,232,970
ATT - Attorney Contact Only	5	$1,437
BKR - Bankruptcy	2	$657
DEC - Deceased No Estate Or Beyond Claim	114	$36,972
DIS - Disputed	20	$6,475
INC - Incarcerated	83	$29,825
PRM - Promise Payment	104	$34,341
REF - Refuse To Pay	11	$3,678
SKP - Skip Tracing for Phone	21	$6,960
SWC - Stop Work Per Client	169	$39,604
SWF - Stop Work Per Firm	1	$432
Total	**21,760**	**$7,393,350**

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Monthly Collection Activity
Last 24 Months

Year	Month	Letters Mailed	Address/Phone Updated	Phone Activity		Dollars Collected
				Inbound	Outbound	
2022	February	6,283	8	100	1,292	$27,011
	January	519	407	47	1,564	$12,779
2021	December	115	25	14	2,079	$26,162
	November	215	41	39	2,685	$43,323
	October	588	82	76	1,577	$0
	September	2,352	126	60	1,152	$24,620
	August	972	310	63	1,185	$21,128
	July	71	169	45	1,664	$34,447
	June	883	234	114	1,522	$78,143
	May	165	32	10	1,495	$0
	April	202	32	11	1,099	$108,963
	March	327	39	144	874	$26,018
	February	4,375	288	44	752	$21,216
	January	900	565	95	1,317	$14,323
2020	December	15	33	5	1,570	$19,928
	November	105	28	43	1,897	$26,412
	October	626	42	57	2,625	$21,766
	September	2,034	132	86	2,840	$30,871
	August	688	265	65	2,785	$28,443
	July	122	125	20	3,559	$31,837
	June	130	252	22	1,599	$36,082
	May	88	67	9	1,193	$24,808
	April	0	45	50	1,380	$7,999
	March	1,716	110	185	1,173	$107,523
	February	7,026	275	159	1,327	$32,560
Total*		**30,517**	**3,732**	**1,563**	**42,205**	**$806,362**

***Total Amounts noted represent the last 24 months & not contract to date.**

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Portfolio Analysis
Outstanding Placements

	Accounts	Dollars	Acct. Pct.	Dollar Pct.	Average Balance
ALL ACCOUNTS	21,760	$7,393,350.21	100.00%	100.00%	$339.77
ADDRESSES					
No Mailing Address	23	$7,768.90	0.11%	0.11%	$337.78
Returned Mail	2,883	$937,942.78	13.25%	12.69%	$325.34
Good Address	18,854	$6,447,638.53	86.65%	87.21%	$341.98
OFFENSE AGE					
One Year or Less	1,134	$448,763.00	5.21%	6.07%	$395.73
1-2 Years	780	$312,904.77	3.58%	4.23%	$401.16
2-3 Years	1,574	$606,781.78	7.23%	8.21%	$385.50
+3 Years	18,272	$6,024,900.66	83.97%	81.49%	$329.73
PLACEMENT AGE					
One Year or Less	1,381	$548,153.60	6.35%	7.41%	$396.93
1-2 Years	1,234	$482,744.02	5.67%	6.53%	$391.20
2-3 Years	1,589	$598,972.22	7.30%	8.10%	$376.95
+3 Years	17,556	$5,763,480.37	80.68%	77.95%	$328.29

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Offense Age of Placements
Last 13 Months

	2015 & PRIOR	2016	2017	2018	2019	2020	2021	2022	Total Placements
February 2022	-	-	-	-	-	-	-	-	0
January 2022	-	-	-	-	-	-	-	-	0
December 2021	-	-	-	-	-	-	28	-	28
							100.00%		
November 2021	-	-	-	-	-	-	152	-	152
							100.00%		
October 2021	-	-	-	-	-	-	275	-	275
							100.00%		
September 2021	-	-	-	-	-	-	233	-	233
							100.00%		
August 2021	-	-	-	-	-	1	301	-	302
						0.33%	99.67%		
July 2021	2	-	-	-	-	-	184	-	186
	1.08%						98.92%		
June 2021	-	-	-	-	-	2	5	-	7
						28.57%	71.43%		
May 2021	-	-	2	-	-	2	4	-	8
			25.00%			25.00%	50.00%		
April 2021	-	-	-	-	-	25	20	-	45
						55.56%	44.44%		
March 2021	-	-	-	-	-	202	36	-	238
						84.87%	15.13%		
February 2021	-	-	1	1	1	131	-	-	134
			0.75%	0.75%	0.75%	97.76%			

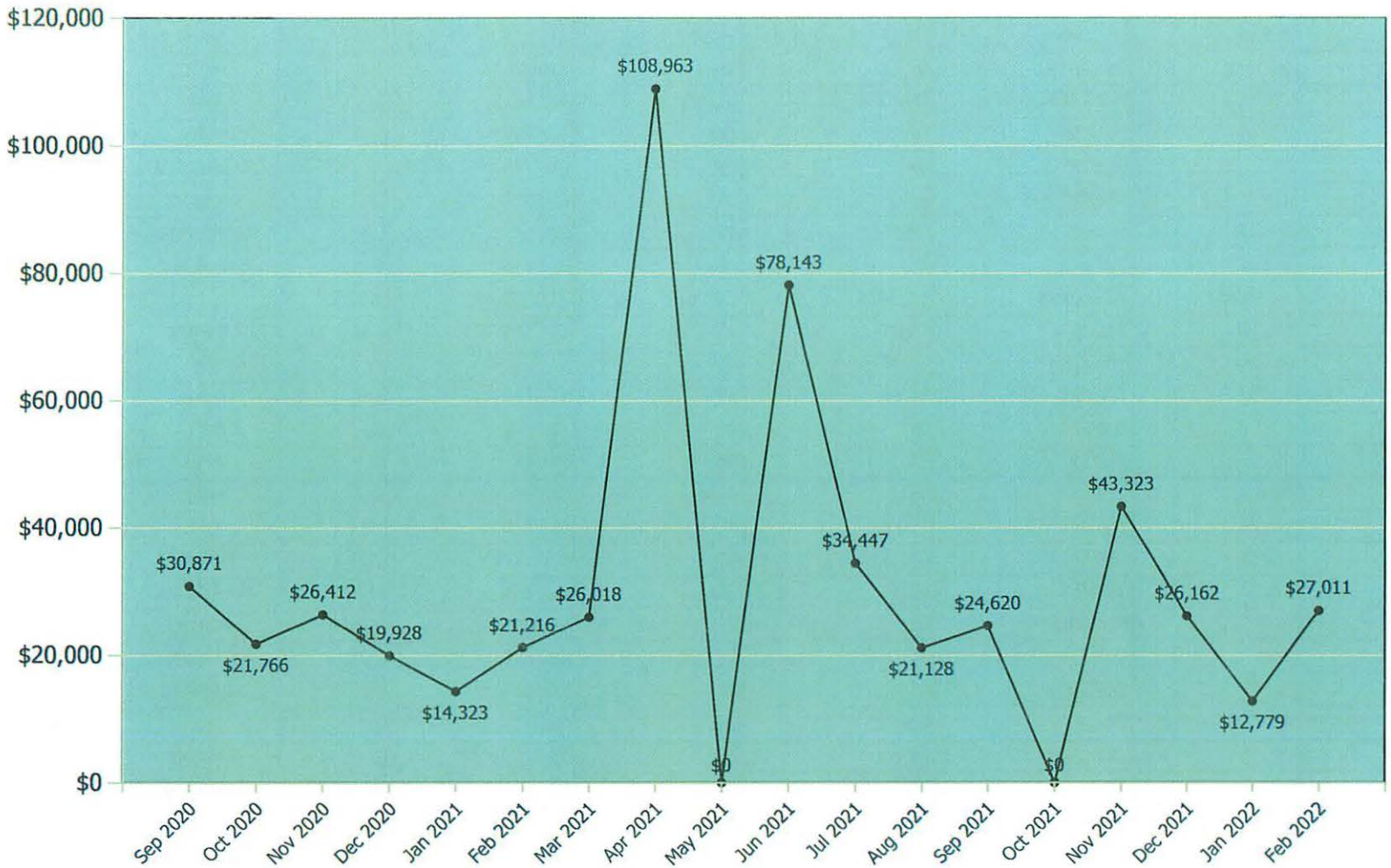
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Placement Activity Summary
Contract to Date

Year	Month	Count #	Orig Placement $	Cancelled $	Adjustment $	Net Placement $	Collected $	Collected %
	February	0	$0	$0	$0	$0	$0	0.00%
	January	0	$0	$0	$0	$0	$0	0.00%
2022 Summary		**0**	**$0**	**$0**	**$0**	**$0**	**$0**	**#Error**
	December	28	$10,825	$0	$0	$10,825	$1,240	11.46%
	November	152	$59,088	$0	$0	$59,088	$781	1.32%
	October	275	$108,759	$0	$0	$108,759	$438	0.40%
	September	233	$92,817	$325	($106)	$92,386	$6,068	6.57%
	August	302	$121,429	$516	($272)	$120,641	$5,892	4.88%
	July	186	$73,659	$438	($222)	$72,999	$2,175	2.98%
	June	7	$2,955	$438	$0	$2,517	$0	0.00%
	May	8	$3,154	$0	$0	$3,154	$0	0.00%
	April	45	$18,702	$0	$0	$18,702	$300	1.60%
	March	238	$95,372	$0	($20)	$95,352	$8,754	9.18%
	February	134	$54,116	$0	($212)	$53,904	$5,720	10.61%
	January	141	$56,151	$0	($645)	$55,506	$8,909	16.05%
2021 Summary		1,749	**$697,027**	**$1,717**	**($1,477)**	**$693,833**	**$40,277**	**5.80%**
	December	47	$19,170	$0	$30	$19,200	$1,155	6.01%
	November	17	$6,828	$0	($198)	$6,629	$1,932	29.15%
	October	26	$10,241	$0	$0	$10,241	$0	0.00%
	September	5	$1,946	$0	$0	$1,946	$0	0.00%
	August	149	$59,271	$772	($539)	$57,960	$8,008	13.82%
	July	277	$106,021	$3,715	($1,138)	$101,168	$14,517	14.35%
	June	309	$123,083	$902	($215)	$121,966	$16,320	13.38%
	May	126	$50,716	$1,648	($337)	$48,730	$8,688	17.83%
	April	0	$0	$0	$0	$0	$0	0.00%
	March	185	$69,830	$429	($965)	$68,436	$8,315	12.15%
	February	100	$38,076	$364	($157)	$37,555	$6,825	18.17%
2020 Summary		1,370	$533,385	$7,831	($3,932)	$521,622	$71,461	13.70%
2019 Summary		2,114	$792,456	$11,770	($8,461)	$771,825	$150,305	19.47%
2018 Summary		878	$331,821	$9,689	($3,283)	$318,541	$84,124	26.41%
2017 Summary		2,203	$7,030,961	$295,413	($40,268)	$6,695,262	$1,261,384	18.84%

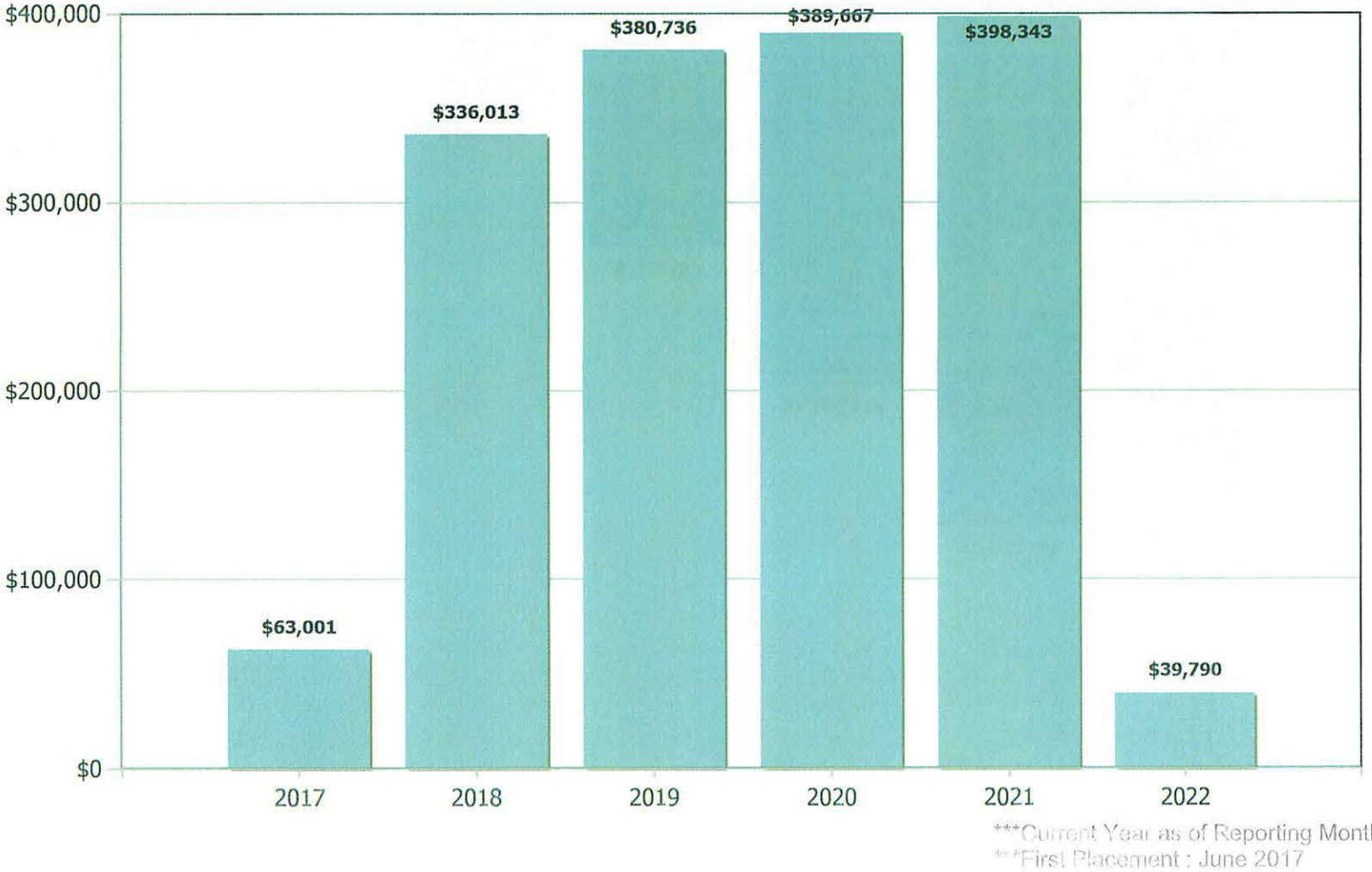
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Monthly Collections
Last 18 Months



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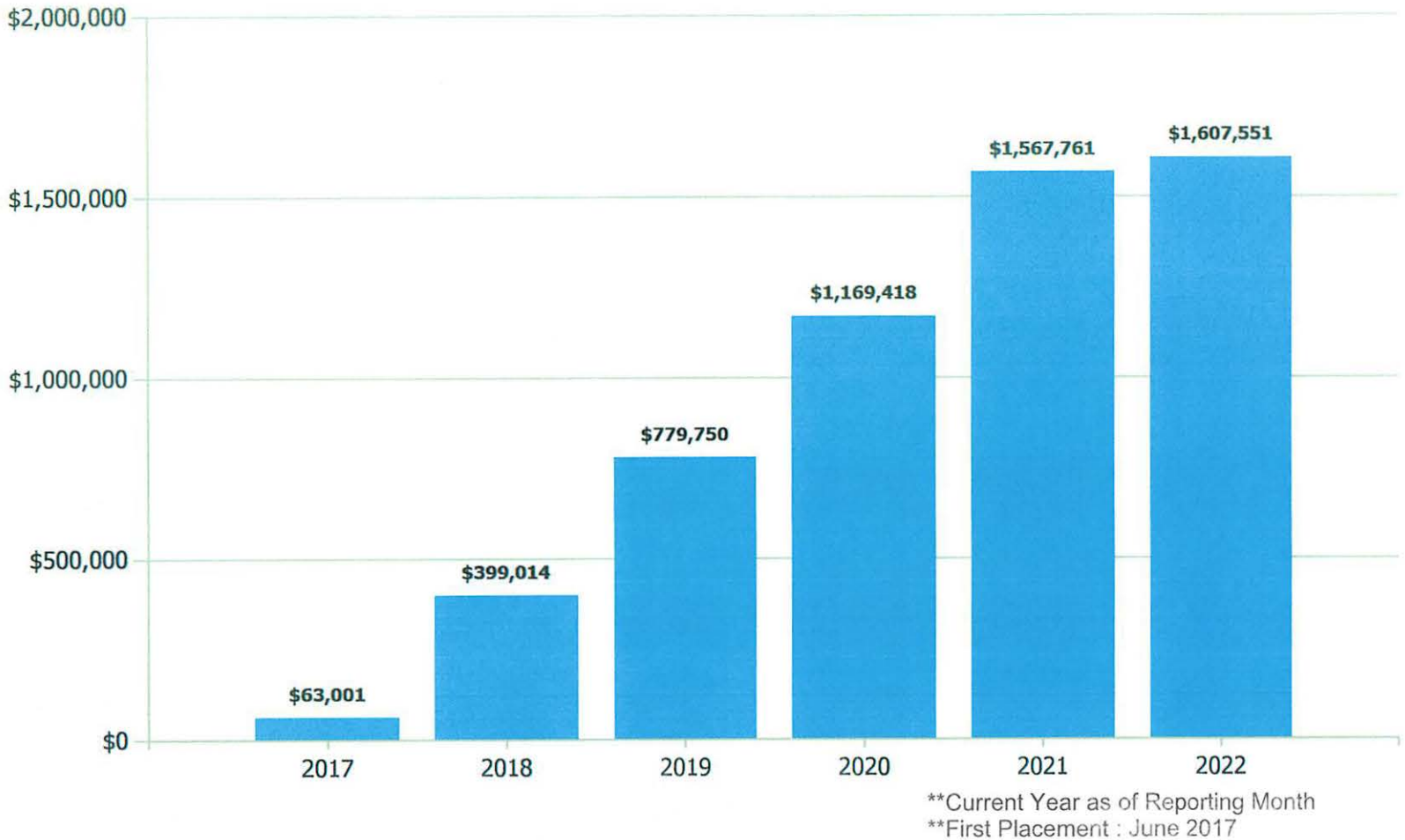
Delinquent Court Fees & Fines Annual Collections
Last 6 Years



***Current Year as of Reporting Month
***First Placement : June 2017

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Delinquent Fees & Fines Cumulative Collections



**Current Year as of Reporting Month
**First Placement : June 2017

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MINUTES OF THE GOVERNING BODY OF THE CITY OF DIBOLL, TEXAS REGULAR SESSION MEETING ON TUESDAY, APRIL 12, 2022, AT 5:15 P.M., IN THE DIBOLL CITY HALL CHAMBERS.

COUNCIL PRESENT

Mayor Trey Wilkerson, Mayor Pro Tem Daniel Lopez, Councilmembers Benita Sheffield Duffield, Brian Moreno, Charles Moses, Sr., Luis Maldonado, and Ruben Terrazas.

COUNCIL ABSENT

None

STAFF PRESENT

City Manager Jason A. Arnold, City Secretary Rosa Olvera, Finance Director Sam Durham, Chief of Police Michael Skillern, Fire Chief Aaron Smith and Code Compliance Official Tino Lopez.

Call to Order: Mayor Trey Wilkerson called the meeting to order at 5:15 p.m.

Mayor Wilkerson gave the invocation, then led the Pledge of Allegiance which was recited by those in attendance.

CITIZENS PRESENTATION: (Limited to 3 minutes)
This item provides the opportunity to address the City Council on any matter whether or not it is posted on the agenda. However, in accordance with the Texas Open Meetings Act, Section 551.041, the Council cannot discuss, deliberate, or take any action on matters not listed on the agenda. At this time, the Council will receive citizen comments, and if necessary, may refer the matter to City staff for research, resolution, or referral to Council on a future agenda.

Diboll student, Diego Zarzoza was presented an award for Youth of the Year for the Diboll Boys & Girls Club and the Youth of the Year for the Boys & Girls Clubs of Deep East Texas for 2022. Citizen brought attention to properties needing to be evaluated. Diboll Youth Sports provided update on program and sign ups. Citizens spoke regarding their view on the Livestock Ordinance.

Item #1: CONSENT AGENDA: All matters listed under Consent Agenda are considered to be routine by the City Council and will be enacted by one motion. There will not be separate discussion. If discussion is desired, that item will be removed from the consent agenda and will be considered separately. Consider approval of the following reports:

a. Minutes from March 8, 2022, Regular Session Meeting
b. Financial Statement for March 2022
c. 12-Month Attendance Record for March 2022
d. Investment Report for March 2022

Luis Maldonado made a motion to approve and Daniel Lopez second.
All in Favor, none opposed, motion carries.

Item #2: Consideration and possible action to approve Incode 10/ERP Pro Software expenditure.

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Daniel Lopez made a motion to approve and Charles Moses, Sr second.
All in Favor, none opposed, motion carries.

Item #3: Consideration and possible action to approve the Rental Agreement with M&R Party Rent for the Lottie & Arthur Temple Civic Center.

Brian Moreno made a motion to approve and Ruben Terrazas second.
All in Favor, none opposed, motion carries.

Item #4: Consideration and possible action to approve Resolution 2022-04-001; a contract agreement between the City of Diboll and Angelina County to hold a joint election on May 7, 2022.

Brian Moreno made a motion to approve and Daniel Lopez second.
All in Favor, none opposed, motion carries.

Item #5: Consideration and possible action to approve Ordinance 2022-04-001; modification of the City of Diboll's Ordinance pertaining to livestock.

Item will be tabled for next month's agenda

Item #6: DEPARTMENT HEAD REPORTS

a. Fire Department Report – Aaron Smith, Fire Chief
b. Police Department Report – Michael Skillern, Police Chief
c. Public Works Report – Josh Richard, Public Works Director
d. Finance & Court – Sam Durham, Finance Director
e. City Manager Report – Jason Arnold, City Manager

Adjournment

Mayor Wilkerson called to adjourn at 6:07 pm

Minutes of the April 12, 2022 Regular Session Meeting approved by council on this the 10th day of May, 2022

Trey Wilkerson, Mayor

ATTEST BY:

Rosa M. Olvera, City Secretary

STATE OF TEXAS §
ANGELINA COUNTY §
CITY OF DIBOLL §

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NOTICE OF MEETING
OF THE
CITY OF DIBOLL CITY COUNCIL

The City Council will meet in a regular session meeting in the City Hall Council Chambers, located at 400 Kenley, Diboll, Texas, on Tuesday, May 10, 2022, at 5:15p.m.

Call to Order

Invocation

Pledge of Allegiance

CITIZENS PRESENTATION: (Limited to 3 minutes)
This item provides the opportunity to address the City Council on any matter whether or not it is posted on the agenda. However, in accordance with the Texas Open Meetings Act, Section 551.041, the Council cannot discuss, deliberate, or take any action on matters not listed on the agenda. At this time, the Council will receive citizen comments, and if necessary, may refer the matter to City staff for research, resolution, or referral to Council on a future agenda.

Item #1: Consideration and possible action to adopt Resolution 2022-05-001, approving the canvassing of the May 7, 2022 general election, contended by the Canvassing Committee.

Item #2: Oath of office administered to swear-in newly elected council members.

Item #3: Oath of office administered to newly hired Police Officers.

Item #4: CONSENT AGENDA: All matters listed under Consent Agenda are considered to be routine by the City Council and will be enacted by one motion. There will not be separate discussion. If discussion is desired, that item will be removed from the consent agenda and will be considered separately. Consider approval of the following reports:

a. Minutes from April 12, 2022, Regular Session Meeting
b. Financial Statement for April 2022
c. 12-Month Attendance Record for April 2022

Item #5: Consideration and possible action to nominate and vote for a Mayor Pro Tem.

Item #6: Consideration and possible action to approve Ordinance 2022-05-001 for the fifth amendment to the 2021-2022 Operating Budget.

Item #7: Consideration and possible action to approve the City of Diboll Investment Policy.

Item #8: Consideration and possible action to approve Resolution 2022-05-002 supporting approval of Diboll Police Departments submission for the motor vehicle crime prevention auxiliary grant (“MAG”) program.

Item #9: Consideration and possible action to approve FY 2021-2022 Diboll Volunteer Fire Department Stipend Schedule**.**

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Item #10: Consideration and possible action to approve amending Resolution 2021-02-003 for a Police Department Grant.

Item #11: Consideration and possible action to approve Ordinance 2022-04-001; modification of the City of Diboll's Ordinance pertaining to livestock.

Item #12: DEPARTMENT HEAD REPORTS

a. Fire Department Report
b. Police Department Report
c. Public Works Department Report
d. Finance Department Report
e. City Manager Report

Adjournment

Note: Mayor and Council Reports on Items of Community Interest- Pursuant to Texas Government Code Section 551.0415 the City Council may report on the following items (1) expression of thanks, congratulations, or condolences; (2) information about holiday schedules; (3) recognition of individuals; (4) reminders about upcoming City Council events; (5) information about community events; (6) announcements involving imminent threat to public health and safety.

I certify that this Notice of Meeting was posted in a glass-enclosed case in front of City Hall at 400 Kenley Street, Diboll, Texas, and available for viewing by the public prior to 5:15 p.m. on May 6, 2022, as well as at the City's website.

Rosa M. Olvera - City Secretary
Posted: 5/6/2022

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RESOLUTION NO. 2022-05-01

STATE OF TEXAS	**§**	**AN ORDER DECLARING THE**
COUNTY OF ANGELINA	**§**	**RESULTS OF THE CITY OF**
	§	**LUFKIN GENERAL ELECTION**
		OF MAY 7, 2022

WHEREAS, the City Council of the City of Lufkin resolved and ordered that a General Election be held on May 7, 2022 in the City of Diboll, Texas for the purpose of electing the following City Officials to the City Council:

MAYOR
CITY COUNCILMEMBER DISTRICT 2
CITY COUNCILMEMBER DISTRICT 4
CITY COUNCILMEMBER AT-LARGE PLACE 6

WHEREAS, there came on to be considered the returns of an election held on the 10th day of May, 2022 for the purpose of electing a Mayor and three (3) Councilmembers to the City Council,

WHEREAS, the following candidate has been certified unopposed and is hereby declared elected to office subject to taking the oath:

MAYOR	**TREY WILKERSON**
CITY COUNCILMEMBER DISTRICT 2	**LUIS MALDONADO**
CITY COUNCILMEMBER DISTRICT 4	**DANIEL LOPEZ**

WHEREAS, the returns of said election having been duly canvassed by the City Council, and there being cast at said election a total of _____ votes in the Mayoral race and _____ votes in the race for Councilmember for At-Large Place 6, and each of the candidates in said election having received the following votes to wit:

CITY COUNCILMEMBER AT-LARGE PLACE 6

CHARLES MOSES, JR	**VOTES: _____**
RAY WILLIAMS, JR	**VOTES: _____**

IT IS, THEREFORE FOUND, DECLARED AND ORDERED by the City Council of the City of Diboll that the above election was duly called. That notice of said election was duly posted and that said election was held in accordance with the laws of the Texas Election Code. That at said election _____ was elected City Councilmember At-Large Place 6 subject to taking the oath.

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SECTION 1: That it is further found and determined that the results of the election as canvassed and tabulated in the preamble hereof reflect the expressed desires of those persons voting at said election.

IT IS FURTHER FOUND AND DETERMINED that in accordance with the laws of the Texas Election Code, the City Secretary posted written notice of the date, place and subject of this meeting on the bulletin board located at City Hall. A place convenient and readily accessible to the general public and said notice having been so posted and remaining posted continuously for at least 72 hours preceding the scheduled time of said meeting. A copy of the returns of said posting shall be attached to the minutes of this meeting and shall be made as part hereof for all intents and purposes.

PASSED, ADOPTED, and APPROVED this **10th day of May, 2022.**

CITY OF DIBOLL, TEXAS

_____
Trey Wilkerson, Mayor

ATTEST:

_____
Rosa M. Olvera, City Secretary

APPROVED AS TO FORM:

_____
John Sloan, City Attorney

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Form #2204 Rev 9/2017 **Submit to:** **SECRETARY OF STATE** **Government Filings Section** **P O Box 12887** **Austin, TX 78711-2887** **512-463-6334** **FAX 512-463-5569** **Filing Fee: None**	**This space reserved for office use** **OATH OF OFFICE**

IN THE NAME AND BY THE AUTHORITY OF THE STATE OF TEXAS,
I, Trey Wilkerson , do solemnly swear (or affirm), that I will faithfully execute the duties of the office of Mayor for the City of Diboll of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State, so help me God.

Signature of Officer

Certification of Person Authorized to Administer Oath

State of Texas

County of Angelina

Sworn to and subscribed before me on this 10th day of May, 20 22 .

(Affix Notary Seal, only if oath administered by a notary.)

Signature of Notary Public or
Signature of Other Person Authorized to Administer An Oath

Printed or Typed Name

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OATH OF OFFICE

IN THE NAME AND BY THE AUTHORITY OF THE STATE OF TEXAS,
I, Daniel Lopez , do solemnly swear (or affirm), that I will faithfully execute the duties of the office of Council, District 4 of the City of Diboll of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State, so help me God.

Signature of Officer

Certification of Person Authorized to Administer Oath

State of Texas

County of Angelina

Sworn to and subscribed before me on this 10th day of May, 20 22 .

(Affix Notary Seal, only if oath administered by a notary.)

Signature of Notary Public or
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IN THE NAME AND BY THE AUTHORITY OF THE STATE OF TEXAS,
I, Luis Maldonado , do solemnly swear (or affirm), that I will faithfully execute the duties of the office of Council, District 2 of the City of Diboll of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State, so help me God.

Signature of Officer

Certification of Person Authorized to Administer Oath

State of Texas

County of Angelina

Sworn to and subscribed before me on this 10th day of May, 20 22 .

(Affix Notary Seal, only if oath administered by a notary.)

Signature of Notary Public or
Signature of Other Person Authorized to Administer An Oath

Printed or Typed Name

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Form #2204 Rev 9/2017 **Submit to:** **SECRETARY OF STATE** **Government Filings Section** **P O Box 12887** **Austin, TX 78711-2887** **512-463-6334** **FAX 512-463-5569** **Filing Fee: None**	**This space reserved for office use** **OATH OF OFFICE**

IN THE NAME AND BY THE AUTHORITY OF THE STATE OF TEXAS,
I, _____ , do solemnly swear (or affirm), that I will faithfully execute the duties of the office of Council, At-Large Place 6 for the City of Diboll of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State, so help me God.

_____
Signature of Officer

Certification of Person Authorized to Administer Oath

State of Texas

County of Angelina

Sworn to and subscribed before me on this 10th day of May, 20 22 .

(Affix Notary Seal, only if oath administered by a notary.)

_____
Signature of Notary Public or
Signature of Other Person Authorized to Administer An Oath

_____
Printed or Typed Name

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Form #2201 Rev. 05/2020 **Submit to:** **SECRETARY OF STATE** **Government Filings** **Section P O Box 12887** **Austin, TX 78711-2887** **512-463-6334** **512-463-5569 - Fax** **Filing Fee: None**	**STATEMENT OF OFFICER**

Statement

I, Kelly J. Ray , do solemnly swear (or affirm) that I have not directly or indirectly paid, offered, promised to pay, contributed, or promised to contribute any money or thing of value, or promised any public office or employment for the giving or withholding of a vote at the election at which I was elected or as a reward to secure my appointment or confirmation, whichever the case may be, so help me God.

Title of Position to Which Elected/Appointed: Police Officer for City of Diboll

Execution

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated therein are true.

Date: _____

_____
Signature of Officer

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Form #2201 Rev. 05/2020 **Submit to:** **SECRETARY OF STATE** **Government Filings** **Section P O Box 12887** **Austin, TX 78711-2887** **512-463-6334** **512-463-5569 - Fax** **Filing Fee: None**	**STATEMENT OF OFFICER**

Statement

I, Nichole A. Boots , do solemnly swear (or affirm) that I have not directly or indirectly paid, offered, promised to pay, contributed, or promised to contribute any money or thing of value, or promised any public office or employment for the giving or withholding of a vote at the election at which I was elected or as a reward to secure my appointment or confirmation, whichever the case may be, so help me God.

Title of Position to Which Elected/Appointed: Police Officer for the City of Diboll

Execution

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated therein are true.

Date: _____

_____
Signature of Officer

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MINUTES OF THE GOVERNING BODY OF THE CITY OF DIBOLL, TEXAS REGULAR SESSION MEETING ON TUESDAY, APRIL 12, 2022, AT 5:15 P.M., IN THE DIBOLL CITY HALL CHAMBERS.

COUNCIL PRESENT

Mayor Trey Wilkerson, Mayor Pro Tem Daniel Lopez, Councilmembers Benita Sheffield Duffield, Brian Moreno, Charles Moses, Sr., Luis Maldonado, and Ruben Terrazas.

COUNCIL ABSENT

None

STAFF PRESENT

City Manager Jason A. Arnold, City Secretary Rosa Olvera, Finance Director Sam Durham, Chief of Police Michael Skillern, Fire Chief Aaron Smith and Code Compliance Official Tino Lopez.

Call to Order: Mayor Trey Wilkerson called the meeting to order at 5:15 p.m.

Mayor Wilkerson gave the invocation, then led the Pledge of Allegiance which was recited by those in attendance.

CITIZENS PRESENTATION: (Limited to 3 minutes)
This item provides the opportunity to address the City Council on any matter whether or not it is posted on the agenda. However, in accordance with the Texas Open Meetings Act, Section 551.041, the Council cannot discuss, deliberate, or take any action on matters not listed on the agenda. At this time, the Council will receive citizen comments, and if necessary, may refer the matter to City staff for research, resolution, or referral to Council on a future agenda.

Diboll student, Diego Zarzoza was presented an award for Youth of the Year for the Diboll Boys & Girls Club and the Youth of the Year for the Boys & Girls Clubs of Deep East Texas for 2022. Citizen brought attention to properties needing to be evaluated. Diboll Youth Sports provided update on program and sign ups. Citizens spoke regarding their view on the Livestock Ordinance.

Item #1: CONSENT AGENDA: All matters listed under Consent Agenda are considered to be routine by the City Council and will be enacted by one motion. There will not be separate discussion. If discussion is desired, that item will be removed from the consent agenda and will be considered separately. Consider approval of the following reports:

a. Minutes from March 8, 2022, Regular Session Meeting
b. Financial Statement for March 2022
c. 12-Month Attendance Record for March 2022
d. Investment Report for March 2022

Luis Maldonado made a motion to approve and Daniel Lopez second.
All in Favor, none opposed, motion carries.

Item #2: Consideration and possible action to approve Incode 10/ERP Pro Software expenditure.

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Daniel Lopez made a motion to approve and Charles Moses, Sr second.
All in Favor, none opposed, motion carries.

Item #3: Consideration and possible action to approve the Rental Agreement with M&R Party Rent for the Lottie & Arthur Temple Civic Center.

Brian Moreno made a motion to approve and Ruben Terrazas second.
All in Favor, none opposed, motion carries.

Item #4: Consideration and possible action to approve Resolution 2022-04-001; a contract agreement between the City of Diboll and Angelina County to hold a joint election on May 7, 2022.

Brian Moreno made a motion to approve and Daniel Lopez second.
All in Favor, none opposed, motion carries.

Item #5: Consideration and possible action to approve Ordinance 2022-04-001; modification of the City of Diboll's Ordinance pertaining to livestock.

Item will be tabled for next month's agenda

Item #6: DEPARTMENT HEAD REPORTS

a. Fire Department Report – Aaron Smith, Fire Chief
b. Police Department Report – Michael Skillern, Police Chief
c. Public Works Report – Josh Richard, Public Works Director
d. Finance & Court – Sam Durham, Finance Director
e. City Manager Report – Jason Arnold, City Manager

Adjournment

Mayor Wilkerson called to adjourn at 6:07 pm

Minutes of the April 12, 2022 Regular Session Meeting approved by council on this the 10th day of May, 2022

_____

Trey Wilkerson, Mayor

ATTEST BY:

_____
Rosa M. Olvera, City Secretary

STATE OF TEXAS §
ANGELINA COUNTY §
CITY OF DIBOLL §

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City of Diboll
Financial Statement
As of April 30, 2022

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01 - General Fund	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Revenue Summary							
Licenses & Permits	2,587.17	1,110.24	1,476.93	13,866.58	13,322.89	104.08%	(543.69)
Fines and Fees	30,529.83	41,212.24	(10,682.41)	259,113.79	494,546.94	52.39%	235,433.15
Franchise Tax	6,958.70	33,333.33	(26,374.63)	57,916.15	400,000.00	14.48%	342,083.85
Property Tax	18,701.59	103,549.25	(84,847.66)	1,266,269.35	1,242,590.97	101.91%	(23,678.38)
Sales Tax	52,161.41	52,458.25	(296.84)	374,299.38	629,499.03	59.46%	255,199.65
Interest	248.92	208.33	40.59	1,693.50	2,500.00	67.74%	806.50
Charges for Service	0.00	416.67	(416.67)	6,000.00	5,000.00	120.00%	(1,000.00)
Miscellaneous	85.00	7,408.71	(7,323.71)	68,333.20	66,168.30	103.27%	(2,164.90)
Revenue Totals	111,272.62	239,697.02	(128,424.40)	2,047,491.95	2,853,628.13	71.75%	806,136.18
Expense Summary							
Insurance	3,991.00	5,316.05	(1,325.05)	65,898.20	63,792.56	103.30%	(2,105.64)
Fines & Fees	99.00	38.33	60.67	259.49	460.00	56.41%	200.51
Administrative	7,694.24	37,504.62	(29,810.38)	95,740.35	335,798.38	28.51%	240,058.03
Capital Purchase	6,973.00	11,502.85	(4,529.85)	97,617.42	109,086.13	89.49%	11,468.71
Contractual & Professional Services	22,919.25	16,945.60	5,973.65	132,018.40	205,741.00	64.17%	73,722.60
Intergov't Contracts	1,750.00	2,894.34	(1,144.34)	26,655.78	47,732.00	55.84%	21,076.22
Utility	2,668.14	7,513.50	(4,845.36)	40,029.72	90,162.00	44.40%	50,132.28
Repairs & Maintenance	19,622.21	11,290.75	8,331.46	107,673.64	135,489.00	79.47%	27,815.36
Materials & Supplies	7,774.37	14,001.31	(6,226.94)	69,085.37	166,965.53	41.38%	97,880.16
Miscellaneous	(83.95)	133.33	(217.28)	126.25	1,600.00	7.89%	1,473.75
Payroll Expense	150,515.36	176,011.84	(25,496.48)	1,142,741.72	2,090,142.13	54.67%	947,400.41
Personnel	845.35	3,031.69	(2,186.34)	9,608.92	40,380.00	23.80%	30,771.08
Transfers	0.00	(46,376.02)	46,376.02	(423,935.86)	(432,720.63)	97.97%	(8,784.77)
Expense Totals	224,767.97	239,808.19	(15,040.22)	1,363,519.40	2,854,628.10	47.77%	1,491,108.70

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City of Diboll
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As of April 30, 2022

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02 - Utility Fund	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Revenue Summary							
Charges for Service	226,422.37	224,114.41	2,307.96	1,528,542.14	2,689,373.00	56.84%	1,160,830.86
Miscellaneous	294.79	0.00	294.79	3,754.76	0.00	0.00%	(3,754.76)
Penalties & Interest	14,202.92	1,812.50	12,390.42	92,288.69	21,750.00	424.32%	(70,538.69)
Fines and Fees	211.92	83.33	128.59	1,692.83	1,000.00	169.28%	(692.83)
Interest	95.70	33.33	62.37	264.59	400.00	66.15%	135.41
Revenue Totals	241,227.70	226,043.57	15,184.13	1,626,543.01	2,712,523.00	59.96%	1,085,979.99
Expense Summary							
Insurance	0.00	2,128.84	(2,128.84)	25,081.89	25,546.05	98.18%	464.16
Administrative	11,910.73	3,506.25	8,404.48	39,201.06	42,075.00	93.17%	2,873.94
Contractual & Professional Services	86,209.68	69,548.88	16,660.80	522,353.95	841,920.00	62.04%	319,566.05
Utility	11,229.56	12,685.00	(1,455.44)	77,503.06	152,220.00	50.92%	74,716.94
Repairs & Maintenance	(5,219.39)	15,525.01	(20,744.40)	70,578.66	186,300.00	37.88%	115,721.34
Materials & Supplies	26,087.60	13,020.83	13,066.77	101,062.97	156,250.00	64.68%	55,187.03
Payroll Expense	39,673.03	46,861.85	(7,188.82)	265,667.42	550,342.03	48.27%	284,674.61
Personnel	450.00	899.99	(449.99)	3,410.78	10,800.00	31.58%	7,389.22
Note Expense	0.00	2,869.82	(2,869.82)	34,437.78	34,437.78	100.00%	0.00
Fines & Fees	782.63	550.00	232.63	4,078.60	6,600.00	61.80%	2,521.40
Capital Purchase	44,711.90	5,833.62	38,878.28	44,711.90	68,336.48	65.43%	23,624.58
Intergov't Contracts	965.05	3,333.33	(2,368.28)	2,555.31	40,000.00	6.39%	37,444.69
Transfers	0.00	50,830.97	(50,830.97)	611,638.52	611,638.52	100.00%	0.00
Expense Totals	216,800.79	227,594.39	(10,793.60)	1,802,281.90	2,726,465.86	66.10%	924,183.96

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03 - Recreation Fund	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Revenue Summary							
Fines and Fees	0.00	0.00	0.00	24.00	0.00	0.00%	(24.00)
Rentals & Leases	4,154.83	4,178.27	(23.44)	35,519.39	50,139.29	70.84%	14,619.90
Charges for Service	0.00	0.00	0.00	288.92	0.00	0.00%	(288.92)
Revenue Totals	4,154.83	4,178.27	(23.44)	35,832.31	50,139.29	71.47%	14,306.98
Expense Summary							
Insurance	0.00	51.03	(51.03)	600.13	612.38	98.00%	12.25
Administrative	116.98	368.75	(251.77)	799.05	4,425.00	18.06%	3,625.95
Contractual & Professional Services	200.00	(182.51)	382.51	560.00	2,810.00	19.93%	2,250.00
Utility	3,245.96	4,526.00	(1,280.04)	27,861.23	54,312.00	51.30%	26,450.77
Repairs & Maintenance	6,284.67	1,708.34	4,576.33	13,892.17	20,500.00	67.77%	6,607.83
Materials & Supplies	0.00	41.67	(41.67)	299.97	500.00	59.99%	200.03
Payroll Expense	3,044.54	3,227.31	(182.77)	22,916.73	38,727.71	59.17%	15,810.98
Transfers	0.00	(7,231.67)	7,231.67	(86,780.00)	(86,780.00)	100.00%	0.00
Expense Totals	12,892.15	2,508.92	10,383.23	(19,850.72)	35,107.09	-56.54%	54,957.81

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04 - Equipment Fund	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Expense Summary							
Transfers	0.00	1,916.67	(1,916.67)	23,000.00	23,000.00	100.00%	0.00
Expense Totals	0.00	1,916.67	(1,916.67)	23,000.00	23,000.00	100.00%	0.00

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05 - Restricted Fund	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Revenue Summary							
Miscellaneous	0.00	200.00	(200.00)	366.40	2,400.00	15.27%	2,033.60
Donations	0.00	0.00	0.00	900.00	0.00	0.00%	(900.00)
Contributions & Grants	0.00	9,325.00	(9,325.00)	111,900.00	111,900.00	100.00%	0.00
Revenue Totals	0.00	9,525.00	(9,525.00)	113,166.40	114,300.00	99.01%	1,133.60
Expense Summary							
Grant Expense	10,172.50	9,325.00	847.50	21,243.87	111,900.00	18.98%	90,656.13
Project Expense	290.00	191.67	98.33	(916.75)	2,300.00	(39.86%)	3,216.75
Expense Totals	10,462.50	9,516.67	945.83	20,327.12	114,200.00	17.80%	93,872.88

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06 - Hotel/Motel Tax Fund	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Revenue Summary							
Hotel Motel Tax	0.00	1,666.67	(1,666.67)	11,715.31	20,000.00	58.58%	8,284.69
Revenue Totals	0.00	1,666.67	(1,666.67)	11,715.31	20,000.00	58.58%	8,284.69
Expense Summary							
Administrative	0.00	333.33	(333.33)	0.00	4,000.00	0.00%	4,000.00
Transfers	0.00	3,367.61	(3,367.61)	30,420.00	30,240.00	100.60%	(180.00)
Expense Totals	0.00	3,700.94	(3,700.94)	30,420.00	34,240.00	88.84%	3,820.00

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07 - Seized Fund	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Revenue Summary							
Interest	0.26	0.00	0.26	3.03	0.00	0.00%	(3.03)
Revenue Totals	0.26	0.00	0.26	3.03	0.00	0.00%	(3.03)
Expense Summary							
Transfers	0.00	940.62	(940.62)	7,525.00	7,525.00	100.00%	0.00
Expense Totals	0.00	940.62	(940.62)	7,525.00	7,525.00	100.00%	0.00

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09 - MC Security Fund	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Revenue Summary							
Fines and Fees	771.63	416.67	354.96	7,044.87	5,000.00	140.90%	(2,044.87)
Revenue Totals	771.63	416.67	354.96	7,044.87	5,000.00	140.90%	(2,044.87)
Expense Summary							
Grant Expense	0.00	254.55	(254.55)	0.00	2,800.00	0.00%	2,800.00
Utility	1,077.41	3,107.66	(2,030.25)	1,077.41	30,094.00	3.58%	29,016.59
Transfers	0.00	416.67	(416.67)	5,000.00	5,000.00	100.00%	0.00
Expense Totals	1,077.41	3,778.88	(2,701.47)	6,077.41	37,894.00	16.04%	31,816.59

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10 - MC Tech Fund	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Revenue Summary							
Fines and Fees	702.65	500.00	202.65	6,285.09	6,000.00	104.75%	(285.09)
Revenue Totals	702.65	500.00	202.65	6,285.09	6,000.00	104.75%	(285.09)
Expense Summary							
Utility	0.00	455.92	(455.92)	2,165.39	5,471.00	39.58%	3,305.61
Materials & Supplies	0.00	277.73	(277.73)	0.00	3,055.00	0.00%	3,055.00
Transfers	0.00	3,331.43	(3,331.43)	23,320.00	23,320.00	100.00%	0.00
Expense Totals	0.00	4,065.08	(4,065.08)	25,485.39	31,846.00	80.03%	6,360.61

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11 - PEG Fund	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Revenue Summary							
Franchise Tax	0.00	291.67	(291.67)	2,229.02	3,500.00	63.69%	1,270.98
Revenue Totals	0.00	291.67	(291.67)	2,229.02	3,500.00	63.69%	1,270.98

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12 - Red Light Fund	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Revenue Summary							
Interest	6.26	0.00	6.26	53.10	0.00	0.00%	(53.10)
Revenue Totals	6.26	0.00	6.26	53.10	0.00	0.00%	(53.10)
Expense Summary							
Transfers	0.00	2,272.73	(2,272.73)	25,000.00	25,000.00	100.00%	0.00
Expense Totals	0.00	2,272.73	(2,272.73)	25,000.00	25,000.00	100.00%	0.00

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City of Diboll
Financial Statement
As of April 30, 2022

13 - Debt Service Fund	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Revenue Summary							
Property Tax	2,311.27	11,647.40	(9,336.13)	134,362.50	139,768.76	96.13%	5,406.26
Interest	19.61	0.00	19.61	78.94	0.00	0.00%	(78.94)
Revenue Totals	2,330.88	11,647.40	(9,316.52)	134,441.44	139,768.76	96.19%	5,327.32
Expense Summary							
Bond Expense	0.00	41,230.72	(41,230.72)	377,942.90	494,768.76	76.39%	116,825.86
Fines & Fees	0.00	20.83	(20.83)	300.00	250.00	120.00%	(50.00)
Transfers	0.00	(31,519.00)	31,519.00	(378,228.00)	(378,228.00)	100.00%	0.00
Note Expense	0.00	1,914.83	(1,914.83)	0.00	22,978.00	0.00%	22,978.00
Expense Totals	0.00	11,647.38	(11,647.38)	14.90	139,768.76	0.01%	139,753.86

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City of Diboll
Financial Statement
As of April 30, 2022

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14 - Endowment Fund	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Revenue Summary							
Interest	0.00	526.40	(526.40)	0.00	6,316.80	0.00%	6,316.80
Revenue Totals	0.00	526.40	(526.40)	0.00	6,316.80	0.00%	6,316.80
Expense Summary							
Transfers	0.00	526.40	(526.40)	0.00	6,316.80	0.00%	6,316.80
Expense Totals	0.00	526.40	(526.40)	0.00	6,316.80	0.00%	6,316.80

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City of Diboll
Financial Statement
As of April 30, 2022

16 - MC Local Truancy Prevention & Diversion Fund	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Revenue Summary							
Fines and Fees	638.76	583.33	55.43	6,128.24	7,000.00	87.55%	871.76
Revenue Totals	638.76	583.33	55.43	6,128.24	7,000.00	87.55%	871.76
Expense Summary							
Contractual & Professional Services	0.00	772.73	(772.73)	0.00	9,000.00	0.00%	9,000.00
Expense Totals	0.00	772.73	(772.73)	0.00	9,000.00	0.00%	9,000.00

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City of Diboll
Financial Statement
As of April 30, 2022

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17 - MC Municipal Jury Fund	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Revenue Summary							
Fines and Fees	12.82	10.00	2.82	122.44	120.00	102.03%	(2.44)
Revenue Totals	12.82	10.00	2.82	122.44	120.00	102.03%	(2.44)

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City of Diboll
Financial Statement
As of April 30, 2022

18 - Keep Diboll Beautiful	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Revenue Summary							
Contributions & Grants	0.00	1,047.93	(1,047.93)	12,575.19	12,575.19	100.00%	0.00
Donations	0.00	1,875.00	(1,875.00)	15,000.00	15,000.00	100.00%	0.00
Revenue Totals	0.00	2,922.93	(2,922.93)	27,575.19	27,575.19	100.00%	0.00
Expense Summary							
Project Expense	328.58	2,922.93	(2,594.35)	17,100.84	27,575.19	62.02%	10,474.35
Expense Totals	328.58	2,922.93	(2,594.35)	17,100.84	27,575.19	62.02%	10,474.35

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City of Diboll
Financial Statement
As of April 30, 2022

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50 - Restricted Project Fund	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Expense Summary							
Transfers	0.00	(17,097.63)	17,097.63	(292,600.00)	(292,600.00)	100.00%	0.00
Expense Totals	0.00	(17,097.63)	17,097.63	(292,600.00)	(292,600.00)	100.00%	0.00

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DIBOLL CITY COUNCIL
12-MONTH ATTENDANCE RECORD

Council Member	4/13/21	4/29/21	5/4/21	5/11/21	5/17/2021	5/20/2021	5/27/21	6/8/2012	7/13/212	7/20/21	8/10/21	8/24/212
Brian Moreno			0	0	0	0	0	0	0	0	0	0
Ruben Terrazas			0	0	0	0	0	0	1	1	0	0
Daniel Lopez	0	0	0	0	0	0	0	0	0	0	0	0
Charles Moses, Sr.	0	0	0	0	0	0	0	0	1	0	0	0
Benita Sheffield Duffield	0	0	0	0	0	0	1	0	0	0	0	0
Luis Maldonado	0	0	0	0	0	0	0	0	1	1	0	1
Trey Wilkerson	0	0	0	0	0	0	0	0	0	0	0	0
Total Absences	**0**	**0**	**0**	**0**	**0**	**0**	**1**	**0**	**3**	**2**	**0**	**1**

Council Member	9/14/21	9/21/21	9/30/21	10/6/21	10/12/2021	11/9/21	12/14/21	1/11/2022	2/8/2022	3/8/2022	4/12/2022	TOTAL TO-DATE
Brian Moreno	0	0	0	0	0	0	0	0	0	0	0	**0**
Ruben Terrazas	0	0	0	0	0	0	0	0	0	0	0	**2**
Daniel Lopez	0	0	0	0	0	0	1	0	1	0	0	**2**
Charles Moses, Sr.	0	0	0	0	0	0	0	0	0	0	0	**1**
Benita Sheffield Duffield	0	0	0	0	0	0	0	0	0	0	0	**1**
Luis Maldonado	0	0	0	0	0	0	1	0	0	0	0	**4**
Trey Wilkerson	0	0	0	0	0	0	0	0	0	0	0	**0**
Total Absences	**0**	**0**	**0**	**0**	**0**	**0**	**2**	**0**	**1**	**0**	**0**	**10**

Rosa M. Olvera - City Secretary

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DIBOLL CITY COUNCIL
NOMINATIONS FOR MAYOR PRO TEM:

Name	# of VOTES
1) _____	_____
2) _____	_____
3) _____	_____

_____
Trey Wilkerson, Mayor

May 10, 2022

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CITY OF DIBOLL
2021-2022 Fiscal Year Budget
Mid-Year Budget Amendment
Budget Amendment No. 05

400 Kenley, Diboll TX 75941
phone: 936-829-4757
Fax: 936-829-1179

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BALANCING WORKSHEET 10/2021-9/2022

AMENDED BALANCE
DEPARTMENTAL FUNDS

	2021-2022 Budget	2021-2022 Mid Year	Difference
General Govt	1,872,253.57	1,983,010.00	110,756.42
Municipal Court	380,010.97	366,155.95	(13,855.02)
Police	(1,528,524.38)	(1,566,142.88)	(37,618.50)
Code Enforcement	(3,879.38)	(2,537.50)	1,341.88
Fire	(179,787.94)	(179,822.93)	(34.99)
Animal Control	(48,517.98)	(54,526.01)	(6,008.03)
Street	(342,368.05)	(373,121.48)	(30,753.43)
Parks	(149,186.82)	(172,189.40)	(23,002.58)
GENERAL FUND	0.00	825.75	825.75
Utility	(286,102.08)	(271,632.91)	14,469.18
Wastewater	272,159.22	274,957.07	2,797.84
UTILITY FUND	(13,942.86)	3,324.16	17,267.02
Civic Center	30,031.20	15,586.87	(14,444.33)
Recreation	(14,999.00)	(14,999.00)	-
RECREATION FUND	15,032.20	587.87	(14,444.33)
GENERAL BALANCED	0.00	825.75	825.75
UTILITY BALANCED	(13,942.86)	3,324.16	17,267.02
RECREATION BALANCED	15,032.20	587.87	(14,444.33)
TOTAL	1,089.34	4,737.78	3,648.44

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General Fund - General Government Dept. 1 GG

GL No.	Account Name	Category	2020-2021 Budget Amended	2021-2022 Budget	2021-2022 Budget Amended	2021-2022 Year To Date	2021-2022 Proposed Amendment	Difference
01-01-3210	Licenses & Permits	Licenses & Permits	22,750.30	13,322.89	13,322.89	11,539.41	15,000.00	1,677.11
01-01-3300	Credit Card Fees	Fines & Fees	49.12	-	-	37.80	37.80	37.80
04-09-9999	Franchise Tax	Tax	400,000.00	400,000.00	400,000.00	50,957.45	400,000.00	-
01-01-3550	Payments in Lieu of Tax	Tax	78,031.46	78,031.46	78,031.46	75,754.05	75,754.05	(2,277.41)
01-01-3600	Property Tax - Current	Tax	1,087,466.48	1,142,559.51	1,142,559.51	1,168,968.48	1,168,968.48	26,408.97
01-01-3610	Property Tax - Delinquent	Tax	12,417.71	11,000.00	11,000.00	11,546.59	11,546.59	546.59
01-01-3620	Property Tax - Penalties & Interest	Tax	11,000.00	11,000.00	11,000.00	10,000.23	10,000.23	(999.77)
01-01-3700	Sales Tax	Tax	600,000.00	629,499.03	629,499.03	322,137.97	629,499.03	-
01-01-3800	Interest Income	Interest	2,500.00	2,500.00	2,500.00	1,444.58	2,889.16	389.16
01-01-3930	Cemetary Lots	Miscellaneous	16,750.00	5,000.00	5,000.00	6,000.00	6,000.00	1,000.00
01-01-3940	Grant Proceeds	Contributions & Grants	236,632.00	-	-			-
01-01-3950	Miscellaneous	Miscellaneous	10,714.35	1,000.00	1,000.00	1,740.79	1,800.00	800.00
REVENUES			**2,478,311.42**	**2,293,912.89**	**2,293,912.89**	**1,660,127.35**	**2,321,495.34**	**27,582.45**
01-01-4000	Insurance - General Liability	Insurance	8,403.50	8,643.00	8,643.00	8,496.00	8,496.00	(147.00)
01-01-4001	Insurance - Property	Insurance	848.79	938.11	938.11	919.35	919.35	(18.76)
01-01-4003	Insurance - Public Officials	Insurance	527.24	538.00	538.00	527.24	527.24	(10.76)
01-01-4030	Bank Fees	Fines & Fees	460.00	460.00	460.00	259.49	350.00	(110.00)
01-01-4040	Dues & Associations	Admin	4,863.00	4,964.00	4,964.00	842.75	4,964.00	-
01-01-4041	Software & Subscriptions	Admin	42,435.50	78,373.00	238,333.00	49,708.75	249,146.75	10,813.75
01-01-4043	Office & Janitorial Supplies	Admin	6,500.00	6,500.00	6,500.00	3,610.98	6,500.00	-
01-01-4044	Postage	Admin	3,333.00	3,798.00	3,798.00	1,741.35	3,610.00	(188.00)
01-01-4045	Printing	Admin	1,950.00	2,640.00	2,640.00	1,123.32	2,443.32	(196.68)
01-01-4046	Legal Notices	Admin	2,000.00	3,375.00	3,375.00	4,851.51	6,000.00	2,625.00
01-01-4047	Elections	Admin	22,600.00	11,000.00	11,000.00	244.00	15,000.00	4,000.00
01-01-4048	Meetings	Admin	1,000.00	1,000.00	1,000.00	133.49	750.00	(250.00)
01-01-4060	Contributions	Admin	25,150.00	25,150.00	25,150.00	1,227.84	23,750.72	(1,399.28)
01-01-4070	Reimbursables	Admin	-	-	-	7,820.00	7,820.00	7,820.00
01-01-4080	Capital Improvements	Capital	25,800.00	-	-	-	-	-
01-01-4100	Contractual Services	Contractual Services	1,564.00	804.00	804.00	314.00	804.00	-
01-01-4110	Intergov't Contracts - Ambulance	Intergov't Contracts	24,977.24	26,000.00	-	-	-	-
01-01-4120	Intergov't Contracts - Transportation	Intergov't Contracts	21,000.00	21,000.00	21,000.00	12,250.00	21,000.00	-
01-01-4150	Intergov't Contracts - County	Intergov't Contracts	26,744.38	26,732.00	26,732.00	14,405.78	27,118.96	386.96
01-01-4200	Professional Services	Professional Services	401.00	400.00	400.00	750.00	1,000.00	600.00
01-01-4201	Professional Services - Legal	Professional Services	47,000.00	15,000.00	40,000.00	13,481.90	30,000.00	(10,000.00)
01-01-4202	Professional Services - Finance	Professional Services	17,000.00	17,000.00	17,000.00	-	17,000.00	-
01-01-4203	Proffessional Services - Engineer	Professional Services	5,500.00	500.00	500.00	-	500.00	-
01-01-4204	Professional Services - Equipment Maint.	Professional Services	4,510.00	3,120.00	3,120.00	1,555.76	3,175.76	55.76
01-01-4205	Professional Services - Inspections	Professional Services	4,500.00	4,500.00	4,500.00	4,248.00	5,000.00	500.00
01-01-4208	Professional Services - IT	Professional Services	1,500.00	2,900.00	2,900.00	420.00	600.00	(2,300.00)
01-01-4210	Project Expense	Project Expense	-	-	-		42,000.00	42,000.00
01-01-4300	Telephone & Internet Services	Utility	15,042.00	15,702.00	15,702.00	7,641.73	15,348.23	(353.77)
01-01-4310	Utility Services - Operations	Utility	4,080.00	4,500.00	4,500.00	2,781.48	5,562.96	1,062.96
01-01-4400	Building Maintenance	Maintenance	13,007.40	2,200.00	2,200.00	351.02	12,200.00	10,000.00
01-01-4430	Ground Repairs & Maint.	Maintenance	750.00	750.00	750.00	-	-	(750.00)
01-01-4461	Small Equipment	Materials & Supplies	950.00	1,000.00	1,000.00	-	-	(1,000.00)
01-01-4500	Miscellaneous	Miscellaneous	-	-	-	(964.85)	(2,122.67)	(2,122.67)
01-01-4800	Payroll - Salaries	Payroll	96,013.86	265,136.56	292,136.56	135,599.46	307,595.92	15,459.36
01-01-4810	Payroll - Overtime	Payroll	60.84	200.00	200.00	141.76	200.00	-
01-01-4811	Payroll - Sick	Payroll	4,560.63	-				-
01-01-4812	Payroll - Holiday	Payroll	5,166.20	-				-
01-01-4813	Payroll - Vacation	Payroll	2,758.52	-				-
01-01-4815	Payroll - Auto Allowance	Payroll	5,400.00	7,800.00	7,800.00	3,030.00	7,800.00	-
01-01-4816	Payroll - Certificate & Longevity Pay	Payroll	550.00	2,472.00	2,472.00	2,472.00	3,972.00	1,500.00
01-01-4817	Payroll - Taxes	Payroll		21,679.58	21,679.58	11,166.56	24,455.93	2,776.35
01-01-4820	FICA Expense	Payroll	18,454.35	-				-
01-01-4825	SUTA Expense	Payroll	54.02	-				-
01-01-4830	TMRS Expense	Payroll	39,245.46	40,414.84	40,414.84	21,011.25	46,931.12	6,516.28
01-01-4840	Health Insurance	Payroll	13,018.50	20,400.00	20,400.00	6,572.96	14,171.12	(6,228.88)
01-01-4850	Workman's Comp	Payroll	499.76	5,365.85	5,365.85	2,472.31	5,365.85	-
01-01-4855	TX Unemployment	Payroll	945.03	-				-
01-01-4860	HR - Onboarding	Personel	10,000.00	13,100.00	1,100.00	327.87	500.00	(600.00)
01-01-4865	Personel Screening	Personel	280.00	280.00	280.00	-	40.00	(240.00)
01-01-4870	Training & Conferences	Personel	7,980.00	5,800.00	5,800.00	620.00	2,440.00	(3,360.00)
01-01-4880	Travel & Meals	Personel	7,080.00	14,300.00	14,300.00	4,256.24	7,456.24	(6,843.76)
01-01-4895	Appreciation / Benevolence	Personel	1,000.00	1,000.00	1,000.00	1,021.10	1,021.10	21.10
EXPENSES			**547,464.20**	**687,435.95**	**861,395.94**	**327,432.40**	**931,413.90**	**70,017.96**
01-01-9999	Transfer from Endowment Fund	Transfer		(6,316.80)	(6,316.80)	-	(6,289.35)	27.45
01-01-9999	Transfer from Fund Balance	Transfer			(38,492.83)	(38,492.83)	(38,492.83)	-
01-01-9999	Transfer form Red Light Fund	Transfer		-	(25,000.00)	(25,000.00)	(25,000.00)	-
01-01-9999	Transfer to Recreation Fund	Transfer		70,780.00	70,780.00	70,780.00	6,500.00	(64,280.00)
01-01-9999	Transfer from Recreation Fund	Transfer			(15,000.00)	(15,000.00)	-	15,000.00
01-01-9999	Transfer to Debt Service	Transfer		22,978.00	22,978.00	22,978.00	28,384.26	5,406.26
01-01-9999	Transfer from Hotel Motel Fund	Transfer			(14,240.00)	(14,240.00)	(14,240.00)	-
01-01-9999	Transfer from MC Tech Fund	Transfer			(23,320.00)	(23,320.00)	(23,320.00)	-
01-01-9999	Transfer from MC Security Fund	Transfer		(5,000.00)	(5,000.00)	(5,000.00)	(20,345.64)	(15,345.64)
01-01-9999	Transfer from Restricted Projects Fund	Transfer			(122,400.00)	(122,400.00)	(122,400.00)	-

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General Fund - General Government Dept. 1 GG

GL No.	Account Name	Category	2020-2021 Budget Amended	2021-2022 Budget	2021-2022 Budget Amended	2021-2022 Year To Date	2021-2022 Proposed Amendment	Difference
01-01-9999	Transfer to Utility Fund	Transfer			14,000.00	14,000.00	-	(14,000.00)
01-01-9999	Transfer from Utility Fund	Transfer		(297,725.00)	(297,725.00)	(297,725.00)	(377,725.00)	(80,000.00)
TRANSFERS			**-**	**(215,283.80)**	**(439,736.63)**	**(433,419.83)**	**(592,928.56)**	**(153,191.93)**
	NET DEPARTMENT		**1,930,847.22**	**1,821,760.74**	**1,872,253.57**		**1,983,010.00**	**110,756.42**

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General Fund - Municipal Court Dept. 2 MC

GL No.	Account Name	Category	2020-2021 Budget Amended	2021-2022 Budget	2021-2022 Budget Amended	2021-2022 Year To Date	2021-2022 Proposed Amendment	Difference
01-02-3200	Fines & Fees	Fines & Fees	409,273.13	459,866.94	459,866.94	219,000.95	450,000.00	(9,866.94)
01-02-3201	Time Payment Reimbursment Fee	Fines & Fees	964.75	-	-	1,168.95	1,168.95	1,168.95
								-
REVENUES			**410,237.88**	**459,866.94**	**459,866.94**	**220,169.90**	**451,168.95**	**(8,697.99)**
01-02-4040	Dues & Associations	Admin	225.00	225.00	225.00	-	150.00	(75.00)
01-02-4041	Software Subscriptions	Admin	4,725.00	-	-	-	-	-
01-02-4043	Office & Janitorial Supplies	Admin	1,500.00	1,500.00	1,500.00	948.95	1,500.00	-
01-02-4100	Contractual Services	Contractual Services	432.00	432.00	432.00	-	540.00	108.00
01-02-4200	Professional Services	Professional Services	-	-	-	-	-	-
01-02-4201	Professional Services - Legal	Professional Services	5,000.00	5,000.00	5,000.00	5,610.00	10,000.00	5,000.00
01-02-4208	Professional Services - IT	Professional Services	-	500.00	500.00	100.00	100.00	(400.00)
01-02-4461	Small Equipment	Materials & Supplies	200.00	500.00	500.00	-	-	(500.00)
01-02-4500	Miscellaneous	Miscellaneous	274.85	-	-			-
01-02-4800	Payroll - Salaries	Payroll	30,527.36	50,091.72	50,091.72	22,586.30	53,446.15	3,354.42
01-02-4803	Payroll - Judge	Payroll	21,197.90	-	-	-	-	-
01-02-4810	Payroll - Overtime	Payroll	258.09	300.00	300.00	48.36	114.31	(185.69)
01-02-4811	Payroll - Sick	Payroll	2,511.48	-	-			-
01-02-4812	Payroll - Holiday	Payroll	2,377.92	-	-			-
01-02-4813	Payroll - Vacation	Payroll	5,075.09	-	-			-
01-02-4816	Payroll - Certificate & Longevity Pay	Payroll	1,054.80	206.00	206.00	206.00	206.00	-
01-02-4817	Payroll - Taxes	Payroll		4,184.36	4,184.36	2,301.54	4,690.10	505.74
01-02-4820	FICA Expense	Payroll	5,188.26	-	-			-
01-02-4825	SUTA Expense	Payroll	42.05	-	-			-
01-02-4830	TMRS Expense	Payroll	7,158.45	7,675.43	7,675.43	2,179.35	6,829.93	(845.51)
01-02-4840	Health Insurance	Payroll	6,312.00	5,100.00	5,100.00	2,449.86	5,404.70	304.70
01-02-4850	Workman's Comp	Payroll	187.07	1,341.46	1,341.46	1,236.15	1,341.46	-
01-01-4855	TX Unemployment	Payroll	420.42	-	-			-
01-02-4860	HR - Onboarding	Personel	-	-	-	-		-
01-02-4870	Training	Personel	1,000.00	1,200.00	1,200.00	500.00	500.00	(700.00)
01-02-4880	Travel & Meals	Personel	500.00	1,600.00	1,600.00	190.36	190.36	(1,409.64)
EXPENSES			**96,167.72**	**79,855.98**	**79,855.98**	**38,356.87**	**85,013.00**	**5,157.03**
	NET DEPARTMENT		**314,070.16**	**380,010.97**	**380,010.97**		**366,155.95**	**(13,855.02)**

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General Fund - Police Dept. 3 PD

GL No.	Account Name	Category	2020-2021 Budget Amended	2021-2022 Budget	2021-2022 Budget Amended	2021-2022 Year To Date	2021-2022 Proposed Amendment	Difference
01-03-3940	Grant Proceeds	Contributions & Gran	-	-	-	-	27,125.00	27,125.00
01-03-3970	Reimbursements	Miscellaneous	-	-	65,168.30	65,168.30	65,168.30	-
REVENUES			**-**	**-**	**65,168.30**	**65,168.30**	**92,293.30**	**27,125.00**
01-03-4001	Insurance - Property	Insurance	2,970.77	3,283.40	3,283.40	3,217.73	3,217.73	(65.67)
01-03-4002	Insurance - Fleet & Equipment	Insurance	7,594.51	7,880.02	7,880.02	7,789.21	7,789.21	(90.81)
01-03-4005	Insurance - PD	Insurance	14,141.40	12,517.00	12,517.00	12,266.66	12,266.66	(250.34)
01-03-4010	Grant Expense	Contributions & Gran	-	-	-	27,125.00	27,125.00	27,125.00
01-03-4040	Dues & Associations	Admin	480.00	620.00	620.00	285.00	285.00	(335.00)
01-03-4041	Software Subscriptions	Admin	23,500.00	28,039.00	28,039.00	11,995.00	56,600.00	28,561.00
01-03-4043	Office & Janitorial Supplies	Admin	3,500.00	3,000.00	3,000.00	3,373.41	3,420.00	420.00
01-03-4044	Postage	Admin	100.00	100.00	100.00	235.45	486.00	386.00
01-03-4045	Printing	Admin	1,200.00	800.00	800.00	799.93	800.00	-
01-03-4080	Capital Improvements	Capital	85,500.00	-	109,086.13	97,617.42	106,000.00	(3,086.13)
01-03-4100	Contractual Services	Contractual Services	810.00	2,685.00	2,685.00	1,793.64	2,600.00	(85.00)
01-03-4204	Professional Services - Equipment Maint.	Professional Services	5,222.10	1,150.00	1,150.00	163.89	2,075.00	925.00
01-03-4208	Professional Services - IT	Professional Services	1,000.00	1,000.00	1,000.00	1,574.50	1,574.50	574.50
01-03-4300	Telephone & Internet Services	Utility	26,400.00	27,000.00	27,000.00	12,400.70	23,881.50	(3,118.50)
01-03-4310	Utility Services - Operations	Utility	3,240.00	3,900.00	3,900.00	2,263.74	3,900.00	-
01-03-4400	Building Maintenance	Maintenance	1,500.00	1,000.00	1,000.00	1,870.92	1,870.92	870.92
01-03-4440	Equipment Maintenance	Maintenance	6,000.00	4,000.00	4,000.00	1,236.00	1,500.00	(2,500.00)
01-03-4450	Fleet Maintenance	Maintenance	10,000.00	12,000.00	12,000.00	15,342.92	22,900.00	10,900.00
01-03-4460	Fleet Equipment	Materials & Supplies	2,500.00	-	-	-	-	-
01-03-4461	Small Equipment	Materials & Supplies	1,500.00	1,000.00	1,000.00	282.99	500.00	(500.00)
01-03-4462	PD Equipment	Materials & Supplies	7,400.00	3,000.00	5,100.00	2,973.86	4,800.00	(300.00)
01-03-4463	PD Firing Range	Materials & Supplies	2,000.00	500.00	500.00	1,926.40	1,926.40	1,426.40
01-03-4464	PD Ammo	Materials & Supplies	-	2,500.00	2,500.00	954.08	1,900.00	(600.00)
01-03-4471	Fuel	Materials & Supplies	30,000.00	35,000.00	35,000.00	18,259.52	40,000.00	5,000.00
01-03-4480	Uniforms	Materials & Supplies	3,500.00	3,500.00	3,500.00	2,421.91	3,625.00	125.00
01-03-4485	Uniform Maintenance	Materials & Supplies	6,600.00	6,600.00	6,600.00	3,300.00	6,600.00	-
01-03-4500	Miscellaneous	Miscellaneous	100.00	600.00	600.00	70.00	2,525.00	1,925.00
01-03-4800	Payroll - Salaries	Payroll	685,404.45	898,171.28	924,171.28	414,553.14	923,453.09	(718.19)
01-03-4810	Payroll - Overtime	Payroll	48,654.32	35,400.00	35,400.00	31,083.92	45,075.00	9,675.00
01-03-4811	Payroll - Sick	Payroll	44,366.46	-	-			-
01-03-4812	Payroll - Holiday	Payroll	37,247.63	-	-			-
01-03-4813	Payroll - Vacation	Payroll	38,321.93	-	-			-
01-03-4816	Payroll - Certificate & Longevity Pay	Payroll	14,260.00	18,748.00	18,748.00	14,874.00	14,874.00	(3,874.00)
01-03-4817	Payroll - Taxes	Payroll		77,652.77	77,652.77	41,545.73	81,896.87	4,244.09
01-03-4820	FICA Expense	Payroll	63,959.81	-	-			-
01-03-4825	SUTA Expense	Payroll	253.34	-	-			-
01-03-4830	TMRS Expense	Payroll	134,090.55	142,197.27	142,197.27	70,918.59	147,609.81	5,412.55
01-03-4840	Health Insurance	Payroll	78,820.74	96,900.00	96,900.00	39,703.16	80,226.68	(16,673.32)
01-03-4850	Workman's Comp	Payroll	37,439.48	25,487.80	25,487.80	10,507.29	25,487.80	-
01-03-4855	TX Unemployment	Payroll	2,532.75	-	-			-
01-03-4860	HR - Onboarding	Personel	120.00	800.00	800.00	670.00	1,670.00	870.00
01-03-4870	Training	Personel	3,500.00	3,500.00	3,500.00	985.00	2,000.00	(1,500.00)
01-03-4880	Travel & Meals	Personel	3,500.00	3,500.00	3,500.00	352.00	3,500.00	-
EXPENSES			**1,439,230.22**	**1,464,031.54**	**1,601,217.68**	**856,732.71**	**1,665,961.18**	**64,743.50**
01-01-9999	Transfer from Seized Fund	Transfer		-	(7,525.00)	(7,525.00)	(7,525.00)	-
TRANSFERS			**-**	**-**	**(7,525.00)**	**(7,525.00)**	**(7,525.00)**	**-**
	NET DEPARTMENT		**(1,439,230.22)**	**(1,464,031.54)**	**(1,528,524.38)**		**(1,566,142.88)**	**(37,618.50)**

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General Fund - Code Enforcement Dept. 4 CE

GL No.	Account Name	Category	2020-2021 Budget Amended	2021-2022 Budget	2021-2022 Budget Amended	2021-2022 Year To Date	2021-2022 Proposed Amendment	Difference
01-04-4041	Software Subscriptions	Admin	1,837.50	1,929.38	1,929.38	1,837.50	1,837.50	(91.88)
01-04-4461	Small Equipment	Materials & Supplies	200.00	200.00	200.00	-	550.00	350.00
01-04-4470	Materials & Supplies	Materials & Supplies	500.00	500.00	500.00	8.95	150.00	(350.00)
01-04-4480	Uniforms	Materials & Supplies	150.00	150.00	150.00	-	-	(150.00)
01-04-4800	Payroll - Salaries	Payroll	14,132.25	-			-	-
01-04-4811	Payroll - Sick	Payroll	2,226.27	-			-	-
01-04-4812	Payroll - Holiday	Payroll	1,145.40	-			-	-
01-04-4813	Payroll - Vacation	Payroll	376.59	-			-	-
01-04-4816	Payroll - Certificate & Longevity Pay	Payroll	64.00	-			-	-
01-04-4817	Payroll - Taxes	Payroll		-			-	-
01-04-4820	FICA Expense	Payroll	684.11	-			-	-
01-04-4825	SUTA Expense	Payroll	-	-			-	-
01-04-4830	TMRS Expense	Payroll	-	-			-	-
01-04-4840	Health Insurance	Payroll	-	-			-	-
01-04-4850	Workman's Comp	Payroll	212.24	-			-	-
01-04-4855	TX Unemployment	Payroll	-	-			-	-
01-04-4870	Training	Personel	-	500.00	500.00	-	-	(500.00)
01-04-4880	Travel & Meals	Personel	600.00	600.00	600.00	-	-	(600.00)
EXPENSES			**22,128.36**	**3,879.38**	**3,879.38**	**1,846.45**	**2,537.50**	**(1,341.88)**
	NET DEPARTMENT		**(22,128.36)**	**(3,879.38)**	**(3,879.38)**		**(2,537.50)**	**1,341.88**

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General Fund - Fire Dept. 5 FD

GL No.	Account Name	Category	2020-2021 Budget Amended	2021-2022 Budget	2021-2022 Budget Amended	2021-2022 Year To Date	2021-2022 Proposed Amendment	Difference
01-05-4001	Insurance - Property	Insurance	848.79	938.11	938.11	919.35	919.35	(18.76)
01-05-4002	Insurance - Fleet & Equipment	Insurance	8,340.03	8,653.69	8,653.69	8,554.09	8,554.09	(99.60)
01-05-4004	Insurance - Fire	Insurance	4,531.00	4,757.55	4,757.55	3,840.00	7,831.00	3,073.45
01-05-4040	Dues & Subscriptions	Admin	1,575.00	1,575.00	1,575.00	250.00	1,575.00	-
01-05-4140	Intergov't Contracts - DVFD*	Intergov't Contracts	74,810.00	-	-		-	-
01-05-4100	Contractual Services	Contractual Services		41,500.00	41,500.00	38,735.69	38,735.69	(2,764.31)
01-05-4200	Professional Services	Professional Services		1,500.00	1,500.00	1,560.00	1,560.00	60.00
01-05-4205	Professional Services - Inspections	Professional Services		6,000.00	6,000.00	4,837.15	6,000.00	-
01-05-4300	Telephone & Internet Services	Utility	2,940.00	2,040.00	2,040.00	781.82	1,807.34	(232.66)
01-05-4310	Utility Services - Operations	Utility	5,700.00	5,700.00	5,700.00	3,264.42	6,528.84	828.84
01-05-4400	Building Maintenance	Maintenance		2,000.00	2,000.00	-	2,000.00	-
01-05-4410	Systems & Structures Maintenance	Maintenance		1,500.00	1,500.00	958.75	1,500.00	-
01-05-4440	Equipment Maintenance	Maintenance		2,000.00	2,000.00	-	2,000.00	-
01-05-4450	Fleet Maintenance	Maintenance	100.00	5,100.00	5,100.00	6,249.58	6,249.58	1,149.58
01-05-4460	Fleet Equipment	Materials & Supplies	36,315.53	36,315.53	36,315.53	-	36,315.53	-
01-05-4461	Small Equipment	Materials & Supplies		3,000.00	3,000.00	-	3,000.00	-
01-05-4462	FD Equipment	Materials & Supplies		10,000.00	10,000.00	-	10,000.00	-
01-05-4470	Materials & Supplies	Materials & Supplies		1,000.00	1,000.00	-	1,000.00	-
01-05-4471	Fuel	Materials & Supplies	2,000.00	2,000.00	2,000.00	1,183.61	2,000.00	-
01-05-4472	Chemicals	Materials & Supplies		3,500.00	3,500.00	-	3,500.00	-
01-05-4480	Uniforms	Materials & Supplies		1,000.00	1,000.00	-	1,000.00	-
01-05-4800	Payroll - Salaries	Payroll	-	23,283.15	23,283.15	3,802.50	22,605.00	(678.15)
01-05-4805	Payroll - Fire Marshal	Payroll	7,605.00	-	-			-
01-05-4800	Payroll - Fire Chief	Payroll	3,620.75	-	-			-
01-05-4816	Payroll - Certificate & Longevity Pay	Payroll	-	-	-			-
01-05-4817	Payroll - Taxes	Payroll		2,083.44	2,083.44	372.56	800.05	(1,283.40)
01-05-4820	FICA Expense	Payroll	581.78	-	-			-
01-05-4825	SUTA Expense	Payroll	76.05	-	-			-
01-05-4830	TMRS Expense	Payroll	-	-	-			-
01-05-4835	Fireman's Pension	Payroll		8,000.00	8,000.00	-	8,000.00	-
01-05-4840	Health Insurance	Payroll	-	-				-
01-05-4850	Workman's Comp	Payroll	2,869.62	1,341.46	1,341.46	618.08	1,341.46	-
01-05-4855	TX Unemployment	Payroll	102.60	-	-	-	-	-
01-05-4860	HR - Onboarding	Personel	-	-	-	-	-	-
01-05-4870	Training	Personel	-	5,000.00	5,000.00	-	5,000.00	-
01-05-4880	Travel & Meals	Personel	-	-	-	-	-	-
EXPENSES			**152,016.15**	**179,787.94**	**179,787.94**	**75,927.60**	**179,822.93**	**34.99**
	NET DEPARTMENT		**(152,016.15)**	**(179,787.94)**	**(179,787.94)**		**(179,822.93)**	**(34.99)**

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General Fund - Animal Contol Dept. 6 AC

GL No.	Account Name	Category	2020-2021 Budget Amended	2021-2022 Budget	2021-2022 Budget Amended	2021-2022 Year To Date	2021-2022 Proposed Amendment	Difference
01-06-3950	Miscellaneous	Miscellaneous	205.00	-	-	-	-	-
REVENUES			**205.00**	**-**	**-**	**-**	**-**	**-**
01-06-4002	Insurance - Fleet & Equipment	Insurance	745.42	773.67	773.67	764.88	764.88	(8.79)
01-06-4207	Professional Services - Animal	Professional Services	1,500.00	1,500.00	1,500.00	334.60	1,500.00	-
01-06-4450	Fleet Maintenance	Maintenance	1,000.00	1,000.00	1,000.00	7.40	1,000.00	-
01-06-4461	Small Equipment	Materials & Supplies	200.00	200.00	200.00	-	200.00	-
01-06-4470	Materials & Supplies	Materials & Supplies	500.00	500.00	500.00	29.94	250.00	(250.00)
01-06-4471	Fuel	Materials & Supplies	1,500.00	1,500.00	1,500.00	479.98	1,500.00	-
01-06-4480	Uniforms	Materials & Supplies	150.00	150.00	150.00	-	-	(150.00)
01-06-4800	Payroll - Salaries	Payroll	14,132.12	27,989.65	27,989.65	14,358.68	34,758.68	6,769.03
01-06-4810	Payroll - Overtime	Payroll	-	-	-	297.25	400.00	400.00
01-06-4811	Payroll - Sick	Payroll	2,226.24	-	-			-
01-06-4812	Payroll - Holiday	Payroll	1,145.36	-	-			-
01-06-4813	Payroll - Vacation	Payroll	376.56	-	-			-
01-06-4816	Payroll - Certificate & Longevity Pay	Payroll	64.00	330.00	330.00	-	-	(330.00)
01-06-4817	Payroll - Taxes	Payroll	2,685.05	2,556.70	2,556.70	1,773.37	3,379.47	822.77
01-06-4820	FICA Expense	Payroll	13.47	-	-			-
01-06-4825	SUTA Expense	Payroll	5,511.86	-	-			-
01-06-4830	TMRS Expense	Payroll	4,734.00	4,476.50	4,476.50	1,606.80	4,681.08	204.58
01-06-4840	Health Insurance	Payroll	4,755.53	5,100.00	5,100.00	1,605.62	4,138.34	(961.66)
01-06-4850	Workman's Comp	Payroll	135.05	1,341.46	1,341.46	618.08	1,341.46	-
01-06-4855	TX Unemployment	Payroll		-	-			-
01-06-4870	Training	Personel		500.00	500.00	200.00	200.00	(300.00)
01-06-4880	Travel & Meals	Personel		600.00	600.00	412.10	412.10	(187.90)
EXPENSES			**41,374.66**	**48,517.98**	**48,517.98**	**22,488.70**	**54,526.01**	**6,008.03**
	NET DEPARTMENT		**(41,169.66)**	**(48,517.98)**	**(48,517.98)**		**(54,526.01)**	**(6,008.03)**

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General Fund - Street Dept. 7 ST

GL No.	Account Name	Category	2020-2021 Budget Amended	2021-2022 Budget	2021-2022 Budget Amended	2021-2022 Year To Date	2021-2022 Proposed Amendment	Difference
01-07-3200	Fines & Fees	Fines & Fees	-	34,680.00	34,680.00	17,647.50	34,897.50	217.50
REVENUES			**-**	**34,680.00**	**34,680.00**	**17,647.50**	**34,897.50**	**217.50**
01-07-4002	Insurance - Fleet & Equipment	Insurance	4,526.65	4,671.20	4,671.20	4,604.49	4,604.49	(66.71)
01-07-4043	Office & Janitorial Supplies	Admin	750.00	500.00	500.00	145.29	350.00	(150.00)
01-07-4100	Contractual Services	Contractual Services	250.00	250.00	250.00	-	250.00	-
01-07-4102	Contractual Services - Lighting	Contractual Services	75,000.00	75,000.00	75,000.00	54,499.24	88,000.00	13,000.00
01-07-4300	Telephone & Internet Services	Utility	2,880.00	2,280.00	2,280.00	1,082.70	1,272.70	(1,007.30)
01-07-4310	Utility Services - Operations	Utility	3,600.00	3,900.00	3,900.00	2,320.13	4,640.26	740.26
01-07-4400	Building Maintenance	Maintenance	1,200.00	1,200.00	1,200.00	-	-	(1,200.00)
01-07-4420	Street Maintenance	Maintenance	10,000.00	71,139.00	71,139.00	59,065.00	71,139.00	-
01-07-4440	Equipment Maintenance	Maintenance	5,000.00	8,600.00	8,600.00	7,294.44	7,900.00	(700.00)
01-07-4450	Fleet Maintenance	Maintenance	6,000.00	7,000.00	7,000.00	4,885.28	8,625.00	1,625.00
01-07-4455	Fleet Repairs - Accidental Damages	Maintenance	3,200.00	-	-		-	-
01-07-4460	Fleet Equipment	Materials & Supplies	-	-	-		-	-
01-07-4461	Small Equipment	Materials & Supplies	3,000.00	10,000.00	10,000.00	3,563.31	5,000.00	(5,000.00)
01-07-4470	Materials & Supplies	Materials & Supplies	12,000.00	9,000.00	9,000.00	9,848.00	9,850.00	850.00
01-07-4471	Fuel	Materials & Supplies	9,000.00	10,000.00	10,000.00	4,407.16	10,000.00	-
01-07-4480	Uniforms	Materials & Supplies	2,000.00	2,000.00	2,000.00	1,341.77	2,000.00	-
01-07-4800	Payroll - Salaries	Payroll	57,168.54	108,524.88	108,524.88	62,007.89	123,323.59	14,798.71
01-07-4810	Payroll - Overtime	Payroll	481.52	600.00	600.00	1,646.25	3,891.14	3,291.14
01-07-4811	Payroll - Sick	Payroll	4,175.09	-	-			-
01-07-4812	Payroll - Holiday	Payroll	4,276.02	-	-			-
01-07-4813	Payroll - Vacation	Payroll	2,606.94	-	-			-
01-07-4816	Payroll - Certificate & Longevity Pay	Payroll	1,454.60	2,652.00	2,652.00	1,840.00	1,840.00	(812.00)
01-07-4817	Payroll - Taxes	Payroll		9,294.18	9,294.18	4,415.05	9,319.44	25.26
01-07-4820	FICA Expense	Payroll	7,542.06	-	-			-
01-07-4825	SUTA Expense	Payroll	40.53	-	-			-
01-07-4830	TMRS Expense	Payroll	15,465.96	16,621.40	16,621.40	10,065.62	19,305.90	2,684.50
01-07-4840	Health Insurance	Payroll	13,552.56	15,300.00	15,300.00	8,655.94	16,494.10	1,194.10
01-07-4850	Workman's Comp	Payroll	7,010.40	4,024.39	4,024.39	2,472.31	4,024.39	-
01-07-4855	TX Unemployment	Payroll	404.97	-	-			-
01-07-4870	Training	Personel	500.00	950.00	950.00	450.00	-	(950.00)
01-07-4880	Travel & Meals	Personel	500.00	-	-	-	-	-
EXPENSES			**253,585.83**	**363,507.05**	**363,507.05**	**244,609.87**	**391,830.01**	**28,322.96**
01-07-9999	Transfer to Road Maintenance Fund	Transfer	-	13,541.00	13,541.00	16,188.97	16,188.97	2,647.97
TRANSFERS			**-**	**13,541.00**	**13,541.00**	**16,188.97**	**16,188.97**	**2,647.97**
	NET DEPARTMENT		**(253,585.83)**	**(342,368.05)**	**(342,368.05)**		**(373,121.48)**	**(30,753.43)**

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Utility Fund - Wastewater Dept. 8 WW

GL No.	Account Name	Category	2020-2021 Budget Amended	2021-2022 Budget	2021-2022 Budget Amended	2021-2022 Year To Date	2021-2022 Proposed Amendment	Difference
02-08-3110	Utility - Sewer	Charges for Service	718,886.38	767,140.00	767,140.00	368,580.37	767,140.00	-
02-08-3970	Reimbursments	Miscellaneous	-	-	-	482.40	482.40	482.40
REVENUES			**718,886.38**	**767,140.00**	**767,140.00**	**369,062.77**	**767,622.40**	**482.40**
02-08-4001	Insurance - Property	Insurance	8,487.92	9,381.14	9,381.14	9,193.52	9,193.52	(187.62)
02-08-4002	Insurance - Fleet & Equipment	Insurance	1,631.29	1,690.66	1,690.66	1,670.21	1,670.21	(20.45)
02-08-4043	Office & Janitorial Supplies	Admin	1,500.00	1,575.00	1,575.00	600.70	1,500.00	(75.00)
02-08-4080	Capital Improvments	Capital	-	-	-	-	-	-
02-08-4100	Contractual Services	Contractual Services	250.00	2,020.00	2,020.00	840.00	2,000.00	(20.00)
02-08-4200	Professional Services	Professional Services	-	22,000.00	-		-	-
02-08-4204	Professional Services - Equipment Maint.	Professional Services	4,000.00	-	-	-	-	-
02-08-4205	Professional Services - Inspections	Professional Services	20,000.00	16,000.00	16,000.00	13,909.67	14,420.00	(1,580.00)
02-08-4206	Professional Services - Systems Maint.	Professional Services	110,000.00	111,000.00	111,000.00	78,943.22	96,895.00	(14,105.00)
02-08-4207	Professional Services - IT	Professional Services	230.00	-	-	120.00	120.00	120.00
02-08-4300	Telephone & Internet Services	Utility	6,060.00	6,000.00	6,000.00	2,868.86	3,558.86	(2,441.14)
02-08-4310	Utility Services - Operations	Utility	75,600.00	75,600.00	75,600.00	35,374.53	70,749.06	(4,850.94)
02-08-4400	Building Maintenance	Maintenance	400.00	6,500.00	6,500.00	-	18,500.00	12,000.00
02-08-4410	System & Structure Maintenance	Maintenance	-	-	-	-	-	-
02-08-4440	Equipment Maintenance	Maintenance	-	1,200.00	1,200.00	5,056.78	5,500.00	4,300.00
02-08-4450	Fleet Maintenance	Maintenance	8,000.00	6,600.00	6,600.00	3,503.82	6,600.00	-
02-08-4460	Fleet Equipment	Materials & Supplies	-	-	-	-	-	-
02-08-4461	Small Equipment	Materials & Supplies	5,815.50	2,000.00	2,000.00	2,130.29	2,200.00	200.00
02-08-4470	Materials & Supplies	Materials & Supplies	10,000.00	10,000.00	10,000.00	4,272.97	8,975.00	(1,025.00)
02-08-4471	Fuel	Materials & Supplies	8,000.00	9,000.00	9,000.00	5,036.40	10,400.00	1,400.00
02-08-4472	Chemicals	Materials & Supplies	50,000.00	50,000.00	50,000.00	26,709.76	50,000.00	-
02-08-4480	Uniforms	Materials & Supplies	2,500.00	2,500.00	2,500.00	2,680.03	4,055.00	1,555.00
02-08-4800	Payroll - Salaries	Payroll	131,715.71	111,063.30	111,063.30	56,414.89	121,354.40	10,291.10
02-08-4810	Payroll - Overtime	Payroll	9,911.22	15,000.00	15,000.00	3,125.56	7,387.69	(7,612.31)
02-08-4811	Payroll - Sick	Payroll	9,751.25	-	-			-
02-08-4812	Payroll - Holiday	Payroll	9,475.43	-	-			-
02-08-4813	Payroll - Vacation	Payroll	5,212.89	-	-			-
02-08-4816	Payroll - Certificate & Longevity Pay	Payroll	3,159.70	3,118.00	3,118.00	1,904.00	1,904.00	(1,214.00)
02-08-4817	Payroll - Taxes	Payroll		10,606.91	10,606.91	5,663.78	10,999.37	392.46
02-08-4820	FICA Expense	Payroll	9,524.96	-	-			-
02-08-4825	SUTA Expense	Payroll	40.46	-	-			-
02-08-4830	TMRS Expense	Payroll	20,241.21	19,201.38	19,201.38	9,456.70	19,243.08	41.70
02-08-4840	Health Insurance	Payroll	11,259.86	15,300.00	15,300.00	8,977.60	16,815.76	1,515.76
02-08-4850	Workman's Comp	Payroll	4,407.79	4,024.39	4,024.39	1,854.23	4,024.39	-
02-08-4855	TX - Unemployment	Payroll	404.99	-	-			-
02-08-4860	HR - Onboarding	Payroll	-	400.00	400.00	80.00	400.00	-
02-08-4870	Training	Personel	4,277.00	2,100.00	2,100.00	668.70	2,100.00	-
02-08-4880	Travel & Meals	Personel	2,560.00	3,100.00	3,100.00	562.70	2,100.00	(1,000.00)
EXPENSES			**534,417.15**	**516,980.78**	**494,980.78**	**281,618.92**	**492,665.33**	**(2,315.44)**
	NET DEPARTMENT		**184,469.23**	**250,159.22**	**272,159.22**		**274,957.07**	**2,797.84**

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Utility Fund - Utility Dept. 9 UT

GL No.	Account Name	Category	2020-2021 Budget Amended	2021-2022 Budget	2021-2022 Budget Amended	2021-2022 Year To Date	2021-2022 Proposed Amendment	Difference
02-09-3100	Utility - Water	Charges for Service	1,045,519.01	1,202,233.00	1,202,233.00	580,486.96	1,202,233.00	-
02-09-3120	Utility - Garbage	Charges for Service	718,310.39	720,000.00	720,000.00	357,700.31	720,000.00	-
02-09-3130	Penalties & Interest	Fines & Fees	43,500.00	21,750.00	21,750.00	76,937.37	28,462.50	6,712.50
02-09-3300	Credit Card Fees	Fines & Fees	1,690.57	1,000.00	1,000.00	1,480.91	1,480.91	480.91
02-09-3800	Interest Income	Interest	380.00	400.00	400.00	168.22	336.44	(63.56)
02-09-3950	Miscellaneous	Miscellaneous	48,934.65	-	-	2,977.57	2,977.57	2,977.57
REVENUES			**1,858,334.62**	**1,945,383.00**	**1,945,383.00**	**1,019,751.34**	**1,955,490.42**	**10,107.42**
02-09-4001	Insurance - Property	Insurance	9,336.71	10,319.26	10,319.26	10,112.87	10,112.87	(206.39)
02-09-4002	Insurance - Fleet & Equipment	Insurance	4,007.99	4,154.99	4,154.99	4,105.29	4,105.29	(49.70)
02-09-4015	Bond Expense	Bonds	185,000.00	-	-	-	-	-
02-09-4016	Bond Interest	Interest	110,625.00	-	-	-	-	-
02-09-4020	Note Payables Expense	Notes	47,227.03	32,997.45	32,997.45	32,997.45	32,997.45	-
02-09-4025	Interest Expense	Interest	1,227.43	1,440.33	1,440.33	1,440.33	1,440.33	-
02-09-4030	Bank Fees	Fines & Fees	5,400.00	6,600.00	6,600.00	3,295.97	8,755.97	2,155.97
02-09-4041	Software Subscriptions	Admin	96,950.00	39,000.00	39,000.00	37,153.34	41,213.34	2,213.34
02-09-4043	Office & Janitorial Supplies	Admin	1,500.00	1,500.00	1,500.00	340.80	1,000.00	(500.00)
02-09-4044	Postage	Admin	-	-	-	-	-	-
02-09-4080	Capital Improvments	Capital	40,100.00	50,000.00	68,336.48	-	68,336.48	-
02-09-4100	Contractual Services	Contractual Services	50,000.00		-	-	16,412.38	16,412.38
02-09-4101	Contractual Services - Garbage	Contractual Services	672,000.00	672,000.00	672,000.00	336,293.05	672,000.00	-
02-09-4130	Intergov't Contracts - Utility Purchase	Intergov't Contracts	55,000.00	40,000.00	40,000.00	2,555.31	20,000.00	(20,000.00)
02-09-4200	Professional Services	Professional Services	7,600.00	22,000.00	22,000.00	5,587.62	5,587.62	(16,412.38)
02-09-4200	Professional Services - Engineer	Professional Services	-	-	-	(6,750.00)	(6,750.00)	(6,750.00)
02-09-4204	Professional Services - Equipment Maint.	Professional Services	8,600.00	6,000.00	6,000.00	6,023.00	7,250.00	1,250.00
02-09-4205	Professional Services - Inspections	Professional Services	10,000.00	4,000.00	4,000.00	3,618.65	3,618.65	(381.35)
02-09-4206	Professional Services - Systems Maint.	Professional Services	26,818.48	8,400.00	8,400.00	9,693.72	16,313.72	7,913.72
02-09-4207	Professional Services - IT	Professional Services		500.00	500.00	200.00	200.00	(300.00)
02-09-4300	Telephone & Internet Services	Utility	5,256.00	5,100.00	5,100.00	2,327.52	6,244.32	1,144.32
02-09-4310	Utility Services - Operations	Utility	63,300.00	65,520.00	65,520.00	36,845.95	64,097.95	(1,422.05)
02-09-4400	Building Maintenance	Maintenance	58,000.00	8,000.00	8,000.00	186.50	8,000.00	-
02-09-4410	Systems & Structures Maintenance	Maintenance	155,800.00	155,000.00	155,000.00	46,628.40	155,000.00	-
02-09-4430	Grounds Maintenance	Maintenance	1,800.00	-	-			-
02-09-4440	Equipment Maintenance	Maintenance	13,000.00	1,000.00	1,000.00	1,566.99	1,566.99	566.99
02-09-4450	Fleet Maintenance	Maintenance	8,000.00	8,000.00	8,000.00	966.52	4,000.00	(4,000.00)
02-09-4455	Fleet Repairs - Accidental Damages	Maintenance	1,781.54	-	-	-		-
02-09-4460	Fleet Equipment	Materials & Supplies	14,000.00	-	-	-	-	-
02-09-4461	Small Equipment	Materials & Supplies	17,500.00	15,000.00	15,000.00	9,047.88	12,000.00	(3,000.00)
02-09-4470	Materials & Supplies	Materials & Supplies	10,000.00	10,000.00	10,000.00	709.13	4,000.00	(6,000.00)
02-09-4471	Fuel	Materials & Supplies	12,000.00	13,000.00	13,000.00	6,671.32	17,000.00	4,000.00
02-09-4472	Chemicals	Materials & Supplies	40,000.00	42,000.00	42,000.00	25,594.74	42,500.00	500.00
02-09-4480	Uniforms	Materials & Supplies	2,750.00	2,750.00	2,750.00	3,538.79	5,000.00	2,250.00
02-09-4800	Payroll - Salaries	Payroll	277,863.36	222,912.31	258,912.31	88,664.41	218,142.10	(40,770.21)
02-09-4810	Payroll - Overtime	Payroll	15,771.29	14,700.00	14,700.00	2,665.30	6,299.80	(8,400.20)
02-09-4811	Payroll - Sick	Payroll	23,421.29	-	-			-
02-09-4812	Payroll - Holiday	Payroll	19,504.76	-	-			-
02-09-4813	Payroll - Vacation	Payroll	12,023.33	-	-			-
02-09-4816	Payroll - Certificate & Longevity Pay	Payroll	3,125.30	3,486.00	3,486.00	3,938.00	3,938.00	452.00
02-09-4817	Payroll - Taxes	Payroll		20,088.95	20,088.95	10,648.65	20,922.09	833.14
02-09-4820	FICA Expense	Payroll	14,878.49	-	-			-
02-09-4825	SUTA Expense	Payroll	69.12	-	-			-
02-09-4830	TMRS Expense	Payroll	30,892.38	36,192.01	36,192.01	15,303.44	34,815.73	(1,376.28)
02-09-4840	Health Insurance & Expense	Payroll	25,610.30	30,600.00	30,600.00	13,314.10	28,630.42	(1,969.58)
02-09-4850	Workman's Comp	Payroll	6,139.90	8,048.78	8,048.78	3,708.45	8,048.78	-
02-09-4855	TX- Unemployment	Payroll	690.92	-	-			-
02-09-4870	Training	Personel	3,500.00	2,100.00	2,100.00	1,055.20	2,100.00	-
02-09-4880	Travel & Meals	Personel	3,000.00	3,100.00	3,100.00	594.18	600.00	(2,500.00)
EXPENSES			**2,171,070.59**	**1,565,510.09**	**1,619,846.56**	**720,642.87**	**1,545,500.29**	**(74,346.28)**
02-09-9999	Transfer to General Fund	Transfer	-	297,725.00	297,725.00	297,725.00	377,725.00	80,000.00
02-09-9999	Transfer to Debt Service Fund	Transfer	-	355,250.00	355,250.00	355,250.00	345,234.52	(10,015.48)
02-09-9999	Transfer from Fund Balance	Transfer			(18,336.48)	(18,336.48)	(18,336.48)	-
02-09-9999	Transfer from Equipment Fund	Transfer		(23,000.00)	(23,000.00)	(23,000.00)	(23,000.00)	-
TRANSFERS			**-**	**629,975.00**	**611,638.52**	**611,638.52**	**681,623.04**	**69,984.52**
	NET DEPARTMENT		**(312,735.97)**	**(250,102.09)**	**(286,102.08)**		**(271,632.91)**	**14,469.18**

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General Fund - Parks Dept. 10 PR

GL No.	Account Name	Category	2020-2021 Budget Amended	2021-2022 Budget	2021-2022 Budget Amended	2021-2022 Year To Date	2021-2022 Proposed Amendment	Difference
01-10-4001	Insurance - Property	Insurance	6,790.34	7,504.91	7,504.91	7,354.82	7,354.82	(150.09)
01-10-4002	Insurance - Fleet & Equipment	Insurance	2,614.46	2,693.90	2,693.90	2,653.38	2,653.38	(40.52)
01-10-4020	Note Payables Expense	Notes	3,299.75	-	-	-	-	-
01-10-4025	Interest Expense	Fines & Fees	144.03	-	-	-	-	-
01-10-4043	Office & Janitorial Supplies	Admin	750.00	750.00	750.00	237.80	1,200.00	450.00
01-10-4080	Capital Improvements	Capital			-	-	-	-
01-10-4200	Professional Services	Professional Services	375.00	14,000.00	-	-	-	-
01-10-4300	Telephone & Internet Services	Utility	1,080.00	13,140.00	13,140.00	541.35	4,636.35	(8,503.65)
01-10-4310	Utility Services - Operations	Utility	10,800.00	12,000.00	12,000.00	6,860.94	13,721.88	1,721.88
01-10-4400	Building Maintenance	Maintenance	2,500.00	3,500.00	3,500.00	5,016.80	5,016.80	1,516.80
01-10-4410	Systems & Structures Maintenance	Maintenance	4,000.00	2,500.00	2,500.00	367.88	2,500.00	-
01-10-4430	Ground Repairs & Maint	Maintenance	1,250.00	4,500.00	4,500.00	4,500.00	4,500.00	-
01-10-4440	Equipment Maintenance	Maintenance	2,000.00	2,000.00	2,000.00	950.75	2,000.00	-
01-10-4450	Fleet Maintenance	Maintenance	2,000.00	3,500.00	3,500.00	2,249.41	3,500.00	-
01-10-4460	Fleet Equipment	Materials & Supplies	-	-	-	-	-	-
01-10-4461	Small Equipment	Materials & Supplies	5,000.00	5,600.00	5,600.00	3,297.42	4,600.00	(1,000.00)
01-10-4470	Materials & Supplies	Materials & Supplies	3,800.00	3,750.00	3,750.00	634.50	3,750.00	-
01-10-4471	Fuel	Materials & Supplies	5,400.00	5,400.00	5,400.00	1,923.32	5,400.00	-
01-10-4472	Chemicals	Materials & Supplies	2,000.00	3,500.00	3,500.00	3,954.89	3,954.89	454.89
01-10-4480	Uniforms	Materials & Supplies	2,000.00	2,000.00	2,000.00	1,200.13	1,800.00	(200.00)
01-10-4800	Payroll - Salaries	Payroll	46,311.44	49,510.86	49,510.86	24,946.32	71,998.32	22,487.46
01-10-4810	Payroll - Overtime	Payroll	536.85	800.00	800.00	113.50	268.27	(531.73)
01-10-4811	Payroll - Sick	Payroll	3,586.05	-	-			-
01-10-4812	Payroll - Holiday	Payroll	3,289.77	-	-			-
01-10-4813	Payroll - Vacation	Payroll	2,696.40	-	-			-
01-10-4816	Payroll - Certificate & Longevity Pay	Payroll	1,087.60	1,384.00	1,384.00	1,084.00	1,084.00	(300.00)
01-10-4817	Payroll - Taxes	Payroll		4,457.09	4,457.09	2,510.70	6,156.60	1,699.51
01-10-4820	FICA Expense	Payroll	4,340.76	-	-			-
01-10-4825	SUTA Expense	Payroll	-	-	-			-
01-10-4830	TMRS Expense	Payroll	11,494.56	7,663.12	7,663.12	4,027.48	11,118.22	3,455.10
01-10-4840	Health Insurance	Payroll	13,776.33	10,200.00	10,200.00	4,644.78	12,242.94	2,042.94
01-10-4850	Workman's Comp	Payroll	1,456.48	2,682.93	2,682.93	1,236.15	2,682.93	-
01-10-4855	TX Unemployment	Payroll	-	-	-			-
01-10-4870	Training	Personel	150.00	150.00	150.00	50.00	50.00	(100.00)
01-10-4880	Travel & Meals	Personel	18.42	-	-	-	-	-
EXPENSES			**144,548.23**	**163,186.82**	**149,186.82**	**80,356.32**	**172,189.40**	**23,002.58**
	NET DEPARTMENT		**(144,548.23)**	**(163,186.82)**	**(149,186.82)**		**(172,189.40)**	**(23,002.58)**

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Recreation Fund - Civic Center Dept. 11 CC

GL No.	Account Name	Category	2020-2021 Budget Amended	2021-2022 Budget	2021-2022 Budget Amended	2021-2022 Year To Date	2021-2022 Proposed Amendment	
03-11-3300	Credit Card Fees	Fines & Fees	87.00	-	-	24.00	24.00	24.00
03-11-3900	Rental Fees	Rentals & Leases	14,075.00	20,138.29	20,138.29	14,950.00	27,950.00	7,811.71
REVENUES			**14,162.00**	**20,138.29**	**20,138.29**	**14,974.00**	**27,974.00**	**7,835.71**
03-11-4001	Insurance - Property	Insurance	424.40	469.06	469.06	459.68	459.68	(9.38)
03-11-4002	Insurance - Fleet & Equipment	Insurance	140.45	143.32	143.32	140.45	140.45	(2.87)
03-11-4040	Dues & Associations	Admin	225.00	225.00	225.00	125.00	125.00	(100.00)
03-11-4042	Advertizing / Promotions	Admin	1,700.00	1,700.00	1,700.00	245.00	575.00	(1,125.00)
03-11-4043	Office & Janitorial Supplies	Admin	1,000.00	2,500.00	2,500.00	422.07	2,000.00	(500.00)
03-11-4100	Contractual Services	Admin	1,710.00	2,560.00	2,560.00	360.00	5,060.00	2,500.00
03-11-4200	Professional Services	Professional Services		15,000.00	-	-	-	-
03-11-4208	Professional Services - IT	Professional Services	250.00	250.00	250.00	-	-	(250.00)
03-11-4300	Telephone & Internet Services	Utility	4,344.00	4,632.00	4,632.00	2,194.44	3,976.24	(655.76)
03-11-4310	Utility Services - Operations	Utility	13,080.00	18,960.00	18,960.00	8,647.80	18,960.00	-
03-11-4320	Security Services	Utility	720.00	720.00	720.00	339.75	825.00	105.00
03-11-4400	Building Maintenance	Maintenance	2,500.00	2,500.00	2,500.00	2,320.46	2,500.00	-
03-11-4430	Grounds Maintenance	Maintenance	1,000.00	2,000.00	2,000.00	104.34	1,000.00	(1,000.00)
03-11-4440	Equipment Maintenance	Maintenance	500.00	500.00	500.00	-	-	(500.00)
03-11-4450	Fleet Maintenance	Maintenance	500.00	500.00	500.00	-	-	(500.00)
03-11-4461	Small Equipment	Materials & Supplies	-	500.00	500.00	299.97	300.00	(200.00)
03-11-4800	Payroll - Salaries	Payroll	-	25,044.66	25,044.66	12,279.02	26,751.02	1,706.36
03-11-4810	Payroll - Overtime	Payroll	-	300.00	300.00	437.07	1,033.07	733.07
03-11-4816	Payroll - Certificate & Longevity Pay	Payroll	-	838.00	838.00	838.00	838.00	-
03-11-4817	Payroll - Taxes	Payroll	-	2,243.21	2,243.21	987.01	2,418.72	175.51
03-11-4830	TMRS Expense	Payroll	-	3,860.38	3,860.38	2,089.36	4,270.29	409.91
03-11-4840	Health Insurance	Payroll	-	5,100.00	5,100.00	2,469.86	5,002.58	(97.42)
03-11-4850	Workman's Comp	Payroll	-	1,341.46	1,341.46	382.04	1,341.46	-
03-11-4860	HR - Onboarding	Personel	-	-	-	-	-	-
03-11-4870	Training	Personel	-	-	-	-	-	-
03-11-4880	Travel & Meals	Personel	-	-	-	-	-	-
EXPENSES			**28,093.85**	**91,887.09**	**76,887.09**	**35,141.32**	**77,576.52**	**689.43**
03-11-9999	Transfers from Hotel/Motel Fund	Transfer	(14,000.00)	(16,000.00)	(16,000.00)	(16,000.00)	(20,000.00)	(4,000.00)
03-11-9999	Transfer from Endowment Fund	Transfer	-	-	-	-	(1,461.20)	(1,461.20)
03-11-9999	Transfer from Restricted Fund	Transfer	-	-	-	-	(37,228.19)	(37,228.19)
03-11-9999	Transfer from General Fund	Transfer	-	(70,780.00)	(70,780.00)	(70,780.00)	(6,500.00)	64,280.00
TRANSFERS			**(14,000.00)**	**(86,780.00)**	**(86,780.00)**	**(86,780.00)**	**(65,189.39)**	**60,280.00**
	NET DEPARTMENT		**68.15**	**15,031.20**	**30,031.20**		**15,586.87**	**(53,133.72)**

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Recreation Fund - Recreation Dept. 12 RE

GL No.	Account Name	Category	2020-2021 Budget Amended	2021-2022 Budget	2021-2022 Budget Amended	2021-2022 Year To Date	2021-2022 Proposed Amendment	Difference
03-12-3900	Rental Fees	Interest	1,550.00	-	-	-	-	-
03-12-3910	Lease Fees	Rentals and Leases	23,907.82	30,001.00	30,001.00	16,814.56	30,001.00	-
03-12-3920	Sports Fees	Rentals and Leases	14,205.00	-	-	-	-	-
03-12-3950	Miscellaneous	Miscellaneous	350.00	-	-	-	-	-
REVENUES			**40,012.82**	**30,001.00**	**30,001.00**	**16,814.56**	**30,001.00**	**-**
03-12-4000	Insurance - General Liability	Insurance	1,587.86	-	-	-	-	-
03-12-4040	Dues & Associations	Admin	1,169.75	-	-	-	-	-
03-12-4041	Software & Subscriptions	Admin	1,650.00	-	-	-	-	-
03-12-4080	Capital Improvments	Capital	-	-	-	-	-	-
03-12-4200	Professional Services	Professional Services	9,000.00	-	-	-	-	-
03-12-4310	Utility Services - Operations	Utility	21,684.51	30,000.00	30,000.00	13,433.28	30,000.00	-
03-12-4400	Building Maintenance	Maintenance	1,100.00	1,000.00	1,000.00	16.65	1,000.00	-
03-12-4410	Systems & Structures Maintenance	Maintenance	1,000.00	14,000.00	14,000.00	10,801.71	14,000.00	-
03-12-4430	Grounds Maintenance	Maintenance	17,100.00	-	-	-	-	-
03-12-4440	Equipment Maintenance	Maintenance	-	-	-	-	-	-
03-12-4450	Fleet Maintenance	Maintenance	-	-	-	-	-	-
03-12-4460	Fleet Equipment	Materials & Supplies	2,648.00	-	-	-	-	-
03-12-4461	Small Equipment	Materials & Supplies	250.00	-	-	-	-	-
03-12-4470	Materials & Supplies	Materials & Supplies	-	-	-	-	-	-
03-12-4471	Fuel	Materials & Supplies	-	-	-	-	-	-
03-12-4475	Baseball Equipment & Supplies	Materials & Supplies	3,500.00	-	-	-	-	-
03-12-4490	Uniform, Baseball	Materials & Supplies	5,400.00	-	-	-	-	-
EXPENSES			**66,090.12**	**45,000.00**	**45,000.00**	**24,251.64**	**45,000.00**	**-**
	NET DEPARTMENT		**(26,077.30)**	**(14,999.00)**	**(14,999.00)**		**(14,999.00)**	**-**

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ORDINANCE NO. 2022-05-01

AN APPROPRIATIONS ORDINANCE AUTHORIZING AN AMENDMENT TO THE 2021/2022 OPERATING BUDGET (BUDGET AMENDMENT NO. 05), PROVIDING FOR THE SUPPLEMENTAL APPROPRIATION OF FUNDS IN THE GENERAL, UTILITY, RECREATION, RESTRICTED, SEIZED, MC SECURITY, MC TECH, RED LIGHT, DEBT SERVICE, ENDOWMENT, & MC LOCAL TRUANCY PREVENTION & DIVERSION FUNDS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, The City Charter of the City of Diboll requires an Appropriations Ordinance be passed by the City Council each year showing revenue of the City from all sources and the expenditures to the various purposes for the fiscal year;

WHEREAS, City Council approved the 2021/2022 Operating Budget and appropriated the necessary funds out of the General, Utility, Recreation, Restricted, Seized, MC Security, MC Tech, Red Light, Debt Service, Endowment, & MC Local Truancy Prevention & Diversion Fund revenues for the maintenance and operation of various offices, departments and agencies of the City; and

WHEREAS, Council has reviewed and approves the report establishing the need to adjust appropriations in the General, Utility, Recreation, Restricted, Seized, MC Security, MC Tech, Red Light, Debt Service, Endowment, & MC Local Truancy Prevention & Diversion Funds.

THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF DIBOLL, TEXAS, THAT:

Section I

The City Council of the City of Diboll, Texas, hereby authorizes and approves an amendment to the 2021/2022 Operating Budget (Budget Amendment No. 05) for the purpose and in the amounts shown in the attached report, the amounts to be appropriated from Fund Balances:

The following are fund summaries of these adjustments for the budget line items that are affected:

GENERAL FUND	
Current Expenditure Budget -	2,853,628.13
Proposed Expenditure Budget -	2,899,029.34
Decrease to Fund Balance	(45,401.21)
Current Revenue Budget -	2,853,628.13
Proposed Revenue Budget -	2,899,855.09
Increase to Fund Balance	46,226.96

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Net effect to fund balance is an increase of	825.75

UTILITY FUND	
Current Expenditure Budget -	2,726,465.86
Proposed Expenditure Budget -	2,719,788.66
Increase to Fund Balance	6,677.20
Current Revenue Budget -	2,712,523.00
Proposed Revenue Budget -	2,723,112.82
Increase to Fund Balance	10,589.82
Net effect to fund balance is an increase of	17,267.02

RECREATION FUND	
Current Expenditure Budget -	35,107.09
Proposed Expenditure Budget -	57,387.13
Decrease to Fund Balance	(22,280.04)
Current Revenue Budget -	50,139.29
Proposed Revenue Budget -	57,975.00
Increase to Fund Balance	7,835.71
Net effect to fund balance is a decrease of	(14,444.33)

MUNICIPAL COURT SECURITY FUND	
Current Expenditure Budget -	35,094.00
Proposed Expenditure Budget -	50,639.01
Decrease to Fund Balance	(15,545.01)
Current Revenue Budget -	5,000.00
Proposed Revenue Budget -	17,745.01
Increase to Fund Balance	12,745.01
Net effect to fund balance is a decrease of	(2,800.00)

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MUNICIPAL COURT TECH FUND	
Current Expenditure Budget -	28,791.00
Proposed Expenditure Budget -	27,965.59
Increase to Fund Balance	825.41
Current Revenue Budget -	6,000.00
Proposed Revenue Budget -	6,000.00
Increase to Fund Balance	-
Net effect to fund balance is an increase of	825.41

RED LIGHT FUND	
Current Expenditure Budget -	25,000.00
Proposed Expenditure Budget -	25,000.00
Decrease to Fund Balance	-
Current Revenue Budget -	-
Proposed Revenue Budget -	46.84
Increase to Fund Balance	46.84
Net effect to fund balance is an increase of	46.84

DEBT SERVICE FUND	
Current Expenditure Budget -	139,768.76
Proposed Expenditure Budget -	134,362.50
Increase to Fund Balance	5,406.26
Current Revenue Budget -	139,768.76
Proposed Revenue Budget -	134,362.50
Decrease to Fund Balance	(5,406.26)
Net effect to fund balance is an increase of	(0.00)

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ENDOWMENT FUND	
Current Expenditure Budget -	6,316.80
Proposed Expenditure Budget -	7,750.55
Decrease to Fund Balance	(1,433.75)
Current Revenue Budget -	6,316.80
Proposed Revenue Budget -	7,750.55
Increase to Fund Balance	1,433.75
Net effect to fund balance is an increase of	0.00

MC LOCAL TRUANCY PREVENTION & DIVERSION FUND	
Current Expenditure Budget -	9,000.00
Proposed Expenditure Budget -	-
Decrease to Fund Balance	9,000.00
Current Revenue Budget -	7,000.00
Proposed Revenue Budget -	7,000.00
Increase to Fund Balance	-
Net effect to fund balance is an increase of	9,000.00

Section II

The City Council of the City of Diboll, Texas, hereby amends the 2020/2021 Operating Budget in the General, Utility, Recreation, Restricted, Seized, MC Security, MC Tech, Red Light, Debt Service, Endowment, & MC Local Truancy Prevention & Diversion Funds, adjusting appropriations as stated in Section 1 above.

Section III

That this ordinance shall be and become effective immediately upon and after its adoption and approval.

PASSED AND APPROVED by the City Council of the City of Diboll, Texas on this the 10th day of May, 2022.

_____

Trey Wilkerson, Mayor

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ATTEST:

_____

Rosa Olvera, City Secretary

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CITY OF DIBOLL, TEXAS
INVESTMENT POLICY

Revised: May 10,2022

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I. SCOPE

The Investment Policy applies to the investment activities of the City of Diboll. These policies serve to satisfy the statutory requirement of the Public Finds Investment Act Chapter 2256, Texas Government Code (the "Act"), to define and approve a formal investment policy.

Funds Included. All financial assets of the City, including the General Fund, Water and Sewer Utility Fund, Solid Waste Disposal Fund, Economic Development Fund, Diboll Convention and Visitors Bureau Fund, Capital Projects Funds, Special Revenue Funds, Debt Service Funds, and all other Funds that may be created from time to time, shall be administered in accordance with the provisions of these policies.

Funds Excluded. The Act specifically excludes deferred compensation plans.

II. OBJECTIVES

Safety. Safety of principal is the foremost objective of the City. Investments of the City shall be undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio.

Liquidity. The City's investment portfolio will remain sufficiently liquid to enable the City to meet operating requirements that might be reasonably anticipated.

Yield. The yield on investment instruments shall reflect market conditions at time of execution and will achieve the best allowable yield commensurate with the risk criteria of this Policy.

III. RESPONSIBILITY AND CONTROL

Delegation. Management responsibility for the investment program is hereby delegated to theCity Manager.

Finance Committee. A Finance Committee consisting of the City Manager, Director of Finance, City Secretary, and three Council members (appointed by the Mayor) shall monitor the investment activities of the City, select independent training sources, authorize broker/dealer firm, and assist in the development of the investment policies and strategies. The City's Independent Auditor and Investment Advisor shall be non-voting members of the Finance Committee.

Investment Officers. The City Manager and Director of Finance are the "Investment Officers" of the City. As Investment Officers they are authorized to deposit, withdraw, invest, transfer, execute documentation, and otherwise manage the City funds according to this Policy.

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In order to ensure qualified and capable investment management, the Investment Officers shall attend training, sponsored by an independent source approved by the Finance Committee, receiving not less than 10 hours within twelve months of assuming investment responsibilities, and thereafter, receiving not less than 8 hours during a two-year period that begins on the first day of the City's fiscal year and consists of the two consecutive fiscal years after that date.

Management and Internal Controls. The following system of internal controls shall govern all investment transactions. The Finance Committee, City Manager, and the Independent Auditor shall review the internal controls. The controls are designed to reasonably prevent losses of public funds arising from fraud, employee error, and misrepresentation by third parties, unanticipated changes in financial markets, or imprudent actions by employees and officers of the City.

Internal Controls System:

1. Documentation from the Investment Advisor or investment provider;
2. Two Investment Officer Signatures required on all investment transactions;
3. City Manager review of all investment transactions; and
4. Full and complete documentation of investment transactions.

Transaction Authority. Certain signatory responsibilities are required to transact investments. The Investment Officers shall be authorized as depository signatories within guidelines established by the City Manager.

Upon receiving written confirmation from the Investment Advisor or investment provider, the Investment Officers are authorized to transact wire transfers, buy/sell, and trade investments in accord with the goals and objectives of the City's investment strategy and this Policy.

Bonding of all individuals authorized to place, purchase, or sell investment instruments shall be required.

Prudence. Investments shall be made with the exercise of due care, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their own capital as well as the probable income to be derived.

Investment Officers acting in accordance with written procedures and exercising prudence shall be relieved of personal responsibility for an individual instrument's credit risk or market price dangers, provided deviations from expectations are reported in a timely fashion and appropriate action is taken to control adverse developments. The investment portfolio as a whole, and not just a single investment, shall be reviewed when determining whether or not the actions of an Investment Officer are considered prudent.

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IV. ETHICS

Conflicts of Interest. Investment Officers and employees involved in the investment process shall refrain from personal business activity that could conflict with proper execution of the investment program, or which could impair their ability to make impartial investment decisions.

Disclosure. Investment Officers shall disclose to the City Manager, City Council, and the Texas Ethics Commission any financial interests in financial institutions or any relationship within the second degree by affinity or consanguinity to an individual that conducts business with the City. All Investment Officers shall further disclose any large personal financial investment positions that could be related to the performance of the City's portfolio. Investment Officers and employees involved in the investment process shall subordinate their personal investment transactions to those of this jurisdiction, particularly with regard to the timing of purchases and sales.

V. REPORTING

Quarterly Reports. The Investment Officers and the Investment Advisor shall submit quarterly to the City's Finance Committee and City Council an investment report that:

1. Summarizes current strategies and possible risks,
2. Explains recent results by investment category,
3. Discloses the quarter ' s fully accrued interest and compares the interest with budgetary expectations when applicable,
4. Describes in detail the investment position of the City,
5. States the reporting period beginning book and market values and ending book and market values for the period of each pooled fund group,
6. States the reporting period ending book and market value for each investment by asset type and fund type,
7. States the final maturity date of each investment,
8. States the fund for which each investment was purchased, and
9. States the compliance of the investment portfolio with the City's Investment Policy, Investment Strategy Statement, and the Public Funds Investment Act.

The market valuations obtained by the City or the City's Investment Advisor shall be from sources believed to be accurate and representative of the investments' true value. This report shall be prepared jointly by all of the Investment Officers, and each Investment Officer shall signthe report.

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Annual Report. Within sixty (60) days of the end of the fiscal year, the Investment Officers and the Investment Advisor shall present an annual report on the investment program activity to the City ' s Finance Committee for review by the City Council. The annual report may be incorporated into the fourth quarter report and shall include twelve (12) month performance information and shall suggest improvements that might be made in the investment program.

This Investment Policy establishes "weighted average yield to maturity" as the standard portfolio performance measurement.

The City, in conjunction with its annual financial audit, shall perform a compliance audit of management controls on investments and adherence to the City's Investment Policy and Investment Strategy Statements.

Additionally, the City's Independent Auditor shall formally review each quarterly report and that Auditor shall report the result of the review to the City Council.

VI. INVESTMENTS

Active Portfolio Management. The City intends to pursue active versus passive po1tfolio management philosophy. That is, investments may be sold before they mature if market conditions present an opportunity for the City to benefit from the trade. A competitive yield environment shall be achieved by soliciting quotes from multiple investment providers, monitoring comparable investment alternatives, and reviewing general market conditions

Authorized Investments. Financial assets of the government of the City may be invested in:

A. U. S. Treasury securities;

B. Obligations of U. S. Government Agencies and Instruments, including the Federal Home Loan Banks, other obligations, the principal and interest of which are unconditionally guaranteed or insured by, or backed by the full faith and credit of the United States or its agencies and instrumentalities, and obligations that are fully guaranteed or insured by the Federal Deposit Insurance Corporation or by the explicit full faith and credit of the United States, but excluding principal-only and interest-only mortgage backed securities, collateralized mortgage obligations and real estate mortgage investment conduits;

C. Obligations of the State of Texas or its agencies and instrumentalities, and obligations of counties, cities, and other political subdivisions of this State rated as to investment quality by a nationally recognized investment rating firm not less than A or its equivalent;

D. Fully insured or collateralized deposits at eligible depositories placed in compliance with this Policy and the Act;

E. Repurchase agreements structured in compliance with the Act. The term includes direct security repurchase agreements entered into by the City and reverse repurchase

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agreements only obtained in connection with investment by the City in an Eligible Investment Pool or Money Market Mutual Fund. All the City repurchase agreement transactions shall be governed in accordance with a written repurchase agreement;

F. Money Market Mutual Funds registered with and regulated by the Securities & Exchange Commission; that fully invest dollar-for-dollar all the City funds without sales commissions or loads; that are categorized as a "Treasury " or "Government " money market fund; and, whose investment objectives include seeking to maintain a stable net asset value of $1.0000 per share. the City may not invest funds under its control in an amount that exceeds 10% of the total assets of any individual money market fund,

G. Eligible Investment Pools as defined by and in compliance with the Act, that have been authorized by the City Council, maintain a rating of a least AAA or Aaa, and whose investment philosophy and strategy seek to maintain a stable net asset value of $1.00.

Investment Maturity Limitations. In order to minimize risk of loss due to interest rate fluctuations, investment maturities will not exceed the anticipated cash flow requirements of the Funds. Stated final maturity guidelines by Fund are as follows:

A. **Operating Funds.** The weighted average days to maturity for the operating fund portfolio shall be less than 300 days and the maximum allowable maturity shall be two years.

B. **Construction, Bond and Loan Funds.** The investment maturity of construction, bond and loan funds (excluding reserve and debt service funds) shall be limited to the anticipated cash flow requirements of the projects or the "temporary period," as defined by Federal Tax Law, whichever is shorter.

C. **Debt Service Funds.** Debt Service Funds shall be invested in such a manner as not to exceed an "unfunded" debt service date with the maturity of any investment. An unfunded debt service date is defined as a coupon or principal payment date that does not have cash or maturing investment available to satisfy said payment.

D. Bond Reserve Funds. Bond Reserve Fund maturity shall generally not exceed the call provisions of the Bond Resolution, Loan Covenants or Insurance Policy restrictions and shall not exceed the final maturity of the bond issue or five years, whichever is shorter.

E. **The City Internal Investment Pool.** The maximum average days to maturity for the internal investment pool shall be 300 days and the maximum allowable maturity shall be two years.

F. Depreciation Funds. The investment maturity of depreciation funds shall be limited to the anticipated cash flow requirements of the plant or equipment being depreciated, replaced or repaired.

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G. Economic Development Corporation Funds. EDC Funds will be segregated from the Internal Investment Pool and invested as a "non-public unit" as defined by the FDIC. Maturity shall be limited to the anticipated cash flow requirements the Fund.

Investments purchased prior to this Policy's revision that do not meet the revised requirements of this Policy are not required to be liquidated. The Finance Committee shall monitor each investment's status to determine whether it is in the best interest of the City to hold or liquidate the investment.

Any Authorized Investment that requires a minimum rating does not qualify during the period the investment does not have the minimum rating. The City shall monitor the rating of each issuer, as applicable, at least quarterly, and take all prudent measures that are consistent with this Policy to liquidate an investment that does not have the minimum rating.

VII. SELECTION OF DEPOSITORIES AND DEALERS

Bidding Process. A Primary Depository shall be selected through the City's banking services procurement process, which shall include a formal Request for Application (RFA) issued in compliance with applicable State law. This contract can be extended as per the RFA specifications. In selecting a Primary Depository, the credit worthiness of institutions shall be considered, and the Director of Finance shall conduct a comprehensive review of prospective depository's credit characteristics and financial history.

Insurability. Depositories seeking to establish eligibility for the City's competitive certificate of deposit and interest-bearing account purchase program shall submit financial statements, evidence of federal deposit insurance, and any other information as required by the Director of Finance.

Collateralized Deposits. All depository deposits shall be insured or collateralized in compliance with applicable State law. Ledger Balance shall be used to determine the appropriate insurance or collateral level. The City reserves the right, in its sole discretion, to accept or reject any form of insurance or collateralization pledged towards depository deposits. Financial institutions serving as the City Depositories will be required to sign a Depository Agreement with the City. The collateralized deposit portion of the Agreement shall define the City's rights to the collateral in case of default, bankruptcy, or closing and shall establish a perfected security interest in compliance with Federal and State regulations, including:

- the Agreement must be in writing;
- the Agreement has to be executed by the Depository and the City contemporaneously with the acquisition of the asset;
- the Agreement must be approved by the Board of Directors or Designated Committee of the Depository and a copy of the meeting minutes must be delivered to the City; and

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- the Agreement must be part of the Depository's "official record" continuously since its execution.

Investment Advisors and Broker/Dealers. Investment Advisors shall adhere to the spirit, philosophy, and specific term of this Policy and shall invest within the same "Standard of Care". Investment Broker/Dealers shall adhere to the spirit and philosophy of this Policy and shall avoid recommending or suggesting transactions outside that "Standard of Care".

The Finance Committee shall perform selection of Investment Advisors and Broker/Dealers. The Investment Officers shall establish criteria to evaluate Investment Advisors and Broker/Dealers, including:

A. Adherence to the City's policies and strategies;

B. Investment performance and transaction pricing within accepted risk constraints;

C. Responsiveness to the City's request for services, information and open communication;

D. Understanding of the inherent fiduciary responsibility of investing public funds; and

E. Similarity in philosophy and strategy with the City's objectives.

Selected Investment Advisors and Broker/Dealers shall provide timely transaction confirmations and monthly activity reports.

Selected Investment Advisors must be registered under the Investment Advisors Act of 1940 or with the State Securities Board. A contract with an Investment Advisor may not be for a term longer than two years and the City Council must approve any renewal or extension.

Primary Broker/Dealers and Approved List. For Brokers/Dealers of government securities, selection shall be made only from those Broker/Dealers reporting to the Market Reports Division of the Federal Reserve Bank of New York, also known as the "Primary Government Securities Dealers," unless a Broker/Dealer questionnaire and certification reveals that other firms are adequately financed to conduct public business.

The Finance Committee shall review, revise, and adopt a list of qualified Brokers/Dealers at least annually.

Eligible Business Organizations. Business organizations, as defined by the Act, eligible to transact investment business with the City shall be presented a written copy of this Investment Policy. Additionally, the qualified representative of the business organization seeking to transact investment business shall execute a written instrument substantially to the effect that the qualified representative has:

1. Received and thoroughly reviewed this Investment Policy, and

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2. Acknowledged that the organization has implemented reasonable procedures and controls in an effort to preclude investment transactions conducted between the City and the organization that are not authorized by the City's Investment Policy, except to the extent that this authorization is dependent on an analysis of the makeup of the City' s entire portfolio, requires an interpretation of subjective investment standards, or relates to investment transactions of the City that are not made through accounts or other contractual arrangements over which the business organization has accepted discretionary investment authority.

The City shall not enter into an investment transaction with a business organization prior to receiving the written instrument described above.

VIII. SAFEKEEPING AND CUSTODY

Insurance, Pledged Collateral or Purchased Securities. All deposits of the City funds with eligible depositories shall be secured by pledged collateral with a market value equal to or greater than 102% of the deposits plus accrued interest, less any amount insured by the FDIC. Repurchase agreements shall be documented by a specific agreement noting the "purchased securities" in each agreement. Collateral pledged and purchased securities shall be reviewed at least monthly to assure the market value equals or exceeds the related the City investment.

Eligible Securities for Pledged Collateral or Purchased Securities. The City shall accept only the following securities as pledged collateral or purchased securities:

A. U. S. Treasury securities;

B. Obligations of U. S. Government Agencies and Instrumentalities, including letters of credit, but excluding principal-only and interest-only mortgage-backed securities;

C. Federal Deposit Insurance Corporation (FDIC) coverage;

D. Direct or unconditionally guaranteed obligations of the State of Texas;

E. States, agencies, counties, cities, or political subdivisions naturally rated "A" or higher.

A letter of credit of the United States or its agencies or instrumentalities issued to the City with a value equal to or greater than 102% of the deposits plus accrued interest, less any amount insured by the FDIC, and with an expiration date greater than the anticipated term of the deposit is also acceptable to enhance eligible depository deposits.

Subject to Audit. All collateral shall be subject to inspection and audit by the Director of Finance or the City's Independent Auditors.

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Delivery versus Payments. All repurchase agreements and investment security transactions shall be purchased using the Delivery Versus Payment (DVP) method. That is, funds shall not be wired or paid until verification has been made that the City's Agent or Trustee received the security or collateral. The security or collateral shall be held in the account of the City. The Trustee or Agent's records shall assure the notation of the City's ownership of or explicit claim on the security or collateral. The original copy of all safekeeping receipts shall be delivered to the City.

Investment Strategy. The City Council shall adopt an Investment Strategy Statement for each of the City's fund-types and internal investment pools. The Investment Strategy Statement must describe the investment objectives for each particular fund according to the following priorities:

1. Investment suitability,
2. Preservation and safety of principal,
3. Liquidity,
4. Marketability prior to maturity of each investment,
5. Diversification, and
6. Yield.

Review and Amendment. The City Council shall review the Investment Policy and Investment Strategy Statements annually. Amendments must be approved by the Finance Committee and adopted by the City Council. The City Council shall adopt a written instrument by rule, order, ordinance, or resolution stating that it has reviewed or changed the investment policy and investment.

_____ _____

Jason Arnold, City Manager Trey Wilkerson, Mayor

Date: _____ Date: _____

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Michael L. Skillern
Chief of Police, City of Diboll

400 Kenley Street
P.O. Box 340
Diboll, Texas 75941
(936)-829-5586
mskillern@cityofdiboll.com

May 6, 2022

Honorable Mayor and City Council
City of Diboll

RE: Approval to apply for an ALPR grant

In recent years many new ways have come online to assist police departments in fighting crime. One of these is ALPR technology. ALPR, or automatic license plate reader technology, is software paired with a camera which captures still photographs of each vehicle that passes. Back-end software then records this image and feeds it into a searchable database, allowing investigators the ability to look for vehicles described in crimes. Additionally, they have a proactive feature that alerts area patrol officers as soon as any stolen/wanted or amber/silver alert vehicles passes. This technology is a great force multiplier, giving the police department constant eyes on an area without having to dedicate a human resource to that task.

Multiple cities in our area use or are about to use this same technology, including Lufkin, Angelina College and Nacogdoches. Working cooperatively with each other, this tool will greatly impact our effectiveness and allow us all to make not only our city, but the entire region safer.

Therefore, I would like to apply for a $10,000 dollar grant from the Texas Motor Vehicle Crime Prevention Authority. The grant is to be used exclusively for ALPR (automatic license plate reader) cameras to be placed on US-59, capturing all of the license plates entering and leaving our city. The grant is for a period of 1 year and requires a 20% match. The deadline for the grant application is May 27, 2022.

Respectfully,

M. L. Skillern
Chief of Police
Diboll, TX

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Motor Vehicle Crime Prevention Authority

Fiscal Year 2022 Request for Applications – MVCPA Auxiliary Grant ("MAG")

March 2, 2022

Notice of Request for Applications

The Motor Vehicle Crime Prevention Authority (**MVCPA**) authorized the issuance of the Fiscal Year 2022. **Request for Applications** (**RFA**) at its regularly scheduled meeting held on March 2, 2022. MVCPA is authorized in statute to provide grants to local law enforcement agencies to combat motor vehicle theft, burglary from a motor vehicle and/or fraud-related motor vehicle crime. The purpose of the MVCPA Auxiliary Grant or "MAG" grant is to provide law enforcement agencies with one-time funding for specific interdiction equipment used to combat motor vehicle theft, theft from motor vehicles, and fraud-related motor vehicle crime. This grant opportunity is only for Automatic License Plate Readers (ALPR). Eligible applicants may request funds to buy or lease one or more ALPR and report the results. Funding is subject to the availability of state funds and the application being consistent with the information in this RFA, including the requirements and conditions stated in this RFA. This RFA is posted as required by law for at least thirty (30) days prior to the due date for Applications.

Eligibility

Eligible applicants must meet both of the following conditions: 1) be a Texas municipal police department or a county Sheriff's office; and 2) not currently receiving funds as a grantee or subgrantee through other MVCPA programs.

Grant Term

All applications submitted will be for FY2022. This is a one-time grant.
The FY22 grant cycle is a one (1) year funding cycle beginning on July 1, 2022, and ending no later than August 31, 2023. No expenses shall be made prior to or after the grant term specified in award documents.

Due Date

Applications must be received on or before **5:00 PM, Friday, May 27, 2022.** The required Resolution and any optional supporting documents must be scanned and submitted in the same location as the application. The Resolution may be submitted with the application up to 90 days after an award has been made.

Applicable Authority and Rules

Motor Vehicle Crime Prevention Authority grant programs are governed by the following statutes, rules, standards and guidelines:

- Texas Transportation Code Chapter 1006
- Texas Administrative Code (TAC): Title 43; Part 3; Chapter 57
- Texas Grant Management Standards (TxGMS) as promulgated by the Texas Comptroller of Public Accounts
- The current Motor Vehicle Crime Prevention Authority Grant Administrative Manual and subsequently adopted grantee instruction manuals
- This Request for Applications issued on April 18, 2022

Application Category

Applicants meeting the eligibility requirements may submit a request to fund specific items for:
Law Enforcement, Detection and Apprehension

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Law Enforcement, Detection, and Apprehension - provide financial support to law enforcement agencies for the purchase of equipment to combat motor vehicle theft and fraud-related motor vehicle crime through the enforcement of the law. This may include equipment designed to increase recovery of vehicles, clearance of criminal cases, arrest of law violators, and disruption of organized motor vehicle crime.

Eligible Funding

Item	Reimbursement	Maximum Grant Amount
Purchase of one (1) mobile or stationary Automatic License Plate Reader (ALPR)	Reimbursement up to $20,000 with a required 20% cash match.	$20,000
Lease a multiple unit stationary Automatic License Plate Reader (ALPR) system. This system must be high-resolution stationary still image license plate reader system with multiple unit connectivity and access to a network that includes machine learning integration*	Reimbursement up to $20,000 with a required 20% cash match for the first year of the lease.	$20,000

*grant funded lease for the first year has a condition that the grantee will commit to funding not less than one year following the end of the first year subject to their legal authority and availability of local funds allocated to this purpose.

Cash Match Requirement

All applications for programs must provide at least a twenty (20%) percent cash match (Texas Administrative Code Title 43 §57.36).

Grant Type

Reimbursement – Applicants that are awarded grants will place the order for equipment/lease, including installation, configuration, warranty, and ongoing maintenance for software indicated in the Statement of Grant Award, receive the approved equipment/technology, implement the use of the equipment/technology and complete all payments to the vendor before submitting a request for reimbursement to MVCPA. MVCPA will reimburse 80% of the actual expenses for approved items up to the maximum grant amount.

Method of Application and Due Date

Application is a three-step process:

1) **Account Creation** – A qualifying law enforcement agency (municipal police department or county Sheriff's Office shall send an email to grantsMVCPA@txdmv.gov along with their agency name, Agency ORI and an email address of the applicant's designee that will complete the application. Instructions and login information to create an agency account will be sent to the prospective applicant's designee. The applicant must complete the contact information to create the agency and designate the grant officials required: 1) Authorized official; 2) Program Director; and Financial Officer
2) Grant Application Submission – Grant application must be completed online and submitted electronically at https://mvcpa.tamu.edu/ on or before **5:00 PM, Friday, May 27, 2022.** The application consists of:
    a. providing the number of vehicles stolen in the jurisdiction and the value of the vehicles stolen as reported to the Texas Department of Public Safety for the calendar year 2021.
    b. Select the eligible funding option - purchase or lease of ALPR
    c. Submit the application
3) The Resolution executed by the respective governmental entity must be uploaded electronically at https://mvcpa.tamu.edu/ on or before **90th day after the grant award has been announced.** The MVCPA will not reimburse expenses until a resolution has been executed by the governing body or delegated authority of the city or county.

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Resolution Required

A Resolution (Order or Ordinance) by the applicant governing body is required to complete a grant. The resolution shall contain three elements: 1) provide that the governing body applies for the funds for the purpose provided in statute (*Texas Transportation Code, Chapter 1006)*; 2) a commitment to return the grant funds in the event of loss or misuse; and 3) designate the officials that the governing body chooses as its agents to make uniform assurances and administer the grant awarded.

In the event a governing body has previously delegated the application authority to a city manager, chief of police, sheriff or another official then the applicant must submit a copy of the delegation order (supporting documentation) **along with** the Resolution signed by the designated official into the on-line system. For example, if the city or county has a standing ordinance or order authorizing the chief of police (COP) or sheriff to apply for grants from their department funds up to some amount, then the ordinance or order attached to the Resolution signed by the COP or Sheriff shall be uploaded in the system. A sample Resolution that meets the three elements required is attached as Appendix A.

Priority Funding

The following characteristics will be given priority consideration in evaluating MAG grant applications:

Jurisdictions that are in the top 20 for reported incidents of motor vehicle theft – Applicants that are listed in the top 20 for reported incidents of motor vehicle theft as published in the Texas Department of Public Safety Crime in Texas Report.

Theft Rate – Applicants whose jurisdictions have a high theft rate of motor vehicles may receive prioritization.

Border Jurisdictions – Applicants whose jurisdictions share an international border with Mexico may receive prioritization.

Reporting Requirements

Applicants that are awarded MAG grants will be required to provide:

Quarterly Progress Reports - The MVCPA requires the submission of quarterly progress reports to demonstrate progress toward implementing the program and to meet the goals and activities provided in the grant application. These include: 1) Monthly progress toward statutorily required performance measures; 2) Monthly progress recorded on the *Goals, Strategies and Activities report*; and 3) Quarterly Summary and Success section. Grantees designated as Border/Port Security grants are required to complete additional sections required by the Texas Legislature. Grantee must report for the period of the grant plus one year to demonstrate how equipment helped to combat motor vehicle crime.

Request for Reimbursement (RFR)– An online report of actual expenses is required to request funds. All expenditures must be in accordance with local policies and procedures and grant requirements. Grantees shall review all expenditures, ensure all applicable regulations are followed and maintain documentation that is true and complete. All expenses must be supported by appropriate documentation as determined by the MVCPA which is uploaded with the RFR in the online system.

Grant Closeout – At the end date of the grant period, the grantee shall submit a summary report of the outcomes and successes of the program based on the proposed activities contained in the Statement of Grant Award.

Funding Requirements and Conditions

- **Standard Assurances** – State law requires that all grantees agree to the standard assurances promulgated by the Texas Comptroller of Public Accounts in the Texas Grant Management Standards.
- **State Funds Availability –** All awards by the MVCPA are subject to the availability of state funds.
- **Right of Refusal –**The Authority reserves the right to reject any or all of the applications submitted.
- **Awards –** Publishing the RFA does not obligate the Authority to fund any programs.

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- **Application Required** –Registration for online access is required. The MVCPA is not responsible for applicants that cannot complete the registration and application process on time.
- **No Alternative Application Submission** - Paper applications and requests for funding are not accepted in lieu of the online grant application process.
- **Final Selection –**The Authority may select and award programs that best meet the statutory purposes and that reflect its current priorities. No appeal may be made from the Authority's decisions.
- **Limit on Funding** – The applicant's jurisdiction economic value losses must exceed $60,000 as reported as losses to the Texas Department of Public Safety for theft of a motor vehicle category to qualify for this grant.
- **Reporting** – Awarded grant recipients will report data by month every quarter during the term of the grant.
- **Maintenance** – The equipment must be maintained by the grantee through warranty purchases or at grantee expense for the duration of the grant and reporting period.
- **Ownership** – The equipment becomes the exclusive property of the grantee agency after the reporting period is completed.
- **Closeout** – MVCPA will issue a grant close-out and release of asset statement after determining the grant conditions have been met.
- **Effective Procurement** – Awarded grantee may buy additional units when successful procurements result in overall unit cost savings, but the maximum award amount shall not be exceeded.

Selection Process:
Eligible applications will be reviewed. Grant award decisions by MVCPA are final and not subject to judicial review. Grants will be awarded on or before July 1, 2022.

Applications that do not meet the stated requirements of this RFA and that are not eligible for review will be notified ten (10) working days after the due date.

Contact Person
Bryan E. Wilson, MVCPA Director,
Texas Motor Vehicle Crime Prevention Authority
4000 Jackson Avenue
Austin, Texas 78731
(512) 465-1485
GrantsMVCPA@txdmv.gov
Issued in Austin, Texas on April 18, 2022
Bryan E. Wilson, MVCPA Director

MVCPA Application Checklist

Each Applicant must:

1) Send an email with Agency Name, ORI, and designee email to grantsMVCPA@txdmv.gov to request an account and follow the creation of account instructions.
2) Complete and submit (including standard assurances) the online Application on or before **5:00 PM, Friday, May 27, 2022;**
3) Complete the Resolution with the city or county and submit it within 90 days of the award announcement.

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Appendix A
Updated Sample Motor Vehicle Crime Prevention Authority Resolution

The language below is a **sample** for their city or county documents to meet the minimum legal elements to execute an agreement with the MVCPA. Cities and counties not wanting to use the sample below must still address all the legal elements required to execute a grant with the MVCPA contained herein.

2022 **Blank City/ County** Resolution or Order or Ordinance

Motor Vehicle Crime Prevention Authority

2022 BLANK Resolution

MVCPA Auxiliary Grant Program

WHEREAS, under the provisions of the Texas Transportation Code Chapter 1006 and Texas Administrative Code Title 43; Part 3; Chapter 57[1], entities are eligible to receive grants from the Motor Vehicle Crime Prevention Authority to provide financial support to law enforcement agencies for economic motor vehicle theft and fraud-related motor vehicle crime enforcement teams; and

WHEREAS, this grant program will assist this jurisdiction to combat motor vehicle theft, motor vehicle burglary and fraud-related motor vehicle crime[2]; and

WHEREAS, BLANK has agreed that in the event of loss or misuse of the grant funds, BLANK assures that the grant funds will be returned in full to the Motor Vehicle Crime Prevention Authority[3].

NOW THEREFORE, BE IT RESOLVED and ordered that TITLE, is designated as the Authorized Official to apply for, accept, decline, modify, or cancel the grant application for the Motor Vehicle Crime Prevention Authority Grant Program and all other necessary documents to accept said grant; and

BE IT FURTHER RESOLVED that TITLE, is designated as the Program Director and TITLE, is designated as the Financial Officer for this grant.[4]

Adopted this _____day of _____, 2022.

_____

NAME
TITLE: County Judge /Mayor/ City Manager/ Police Chief/ Sheriff

[1] Statutory citation required
[2] Statutory purpose stated required
[3] Promise to return funds if lost or misused required
[4] Designation and authorization of grant officials and duties

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RESOLUTION 2022-05-002

A RESOLUTION OF THE CITY OF DIBOLL, TEXAS SUPPORTING APPROVAL OF DIBOLL POLICE DEPARTMENT'S SUBMISSION FOR THE MOTOR VEHICLE CRIME PREVENTION AUXILLARY GRANT ("MAG") PROGRAM.

WHEREAS, under the provisions of the Texas Transportation Code Chapter 1006 and Texas Administrative Code Title 43; Part 3; Chapter 57, entities are eligible to receive grants from the Motor Vehicle Crime Prevention Authority to provide financial support to law enforcement agencies for economic motor vehicle theft and fraud-related motor vehicle crime enforcement teams; and

WHEREAS, this grant program will assist this jurisdiction to combat motor vehicle theft, motor vehicle burglary and fraud-related motor vehicle crime; and

WHEREAS, The City of Diboll has agreed that in the event of loss or misuse of the grant funds, the City of Diboll assures that the grant funds will be returned in full to the Motor Vehicle Crime Prevention Authority.

NOW THEREFORE BE IT RESOLVED and ordered that Michael Skillern, Chief of Police, is designated as the Authorized Official to apply for, accept, decline, modify, or cancel the grant application for the Motor Vehicle Crime Prevention Authority Grant Program and all other necessary documents to accept said grant; and

BE IT FURTHER RESOLVED that Michael Skillern, Chief of Police, is designated as the Program Director and Sam Durham, Director of Finance, is designated as the Financial Officer for this grant.

PASSED AND APPROVED this 10th day of May 2022.

_____ _____

Michael Skillern, Chief of Police Trey Wilkerson, Mayor

ATTEST;

_____

Rosa M. Olvera
City Secretary

STATE OF TEXAS §
ANGELINA COUNTY §
CITY OF DIBOLL §

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DIBOLL VOLUNTEER FIRE DEPARTMENT STIPEND SCHEDULE

$30.00 Emergency Calls within Protection Boundary

$100.00 Extended Emergency Calls (3+ Hours)

$25.00 Weekly Meeting

$100.00 Annual Work Day at the Fire Station (8 Hours)

$100.00 Accredited/Certified Fire/Rescue Training per Day

$100.00 Attending 50% or More Emergency Calls or Meetings

$100.00 Diboll Day

$100.00 Tamale Festival

$14,482.75 Chief Duties (Paid Quarterly)

Chief Duties:
The Chief or his designee will attend all regularly scheduled City Council meetings and provide a department report to Council. The Chief himself must attend a minimum of 75% of the meetings. The Chief or his designee will attend and participate in budget preparation meetings with the City Manager. The Chief himself must attend a minimum of 75% of the meetings.
Monthly reports will be submitted to the City of Diboll City Secretary no later than the first Thursday of every month. Monthly reports will include:

- Attendance reports of all meetings, training sessions and emergency calls.
- Incident reports for all emergency calls from the previous month. The report will include the address of the incident, the nature of the incident, the time frame of the incident, the fire trucks used and a list of all who responded.
- Copies of the minutes from the previous month's meetings.

Guidelines:
Payment requests for all stipends must be submitted in writing a minimum of two weeks before payment is desired. Payment requests will be directed to the City of Diboll Director of Finance. Payment requests must be signed by the Chief and Treasurer.
Unless otherwise noted, stipends will be paid during the last check run in November.
Chief stipends will be paid quarterly.
If at any time required documents become outstanding, chief stipends will not be paid until said documents have been provided to the City Secretary.

PASSED AND APPROVED on this the 10th day of May, 2022.

_____
Aaron Smith, Fire Chief

_____
Trey Wilkerson, Mayor

ATTEST BY:

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_____

Rosa M. Olvera, City Secretary

STATE OF TEXAS §
ANGELINA COUNTY §
CITY OF DIBOLL §

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From: Norman Williams
To: Rosa Olvera
Subject: Grant information
Date: Wednesday, May 4, 2022

The grant is from The Office of the Governor. (Not DETCOG) The grant is from the Criminal Justice Division (CJD) Fund Source: DJ-Edward Byrne Memorial Justice Assistance Grant Program Project

Title: CREATING A CLEAR COMMUNICATION BETWEEN THE VOICE BEHIND THE CALM AND THE OFFICERS. The grant number is 4287701

Motorola Solutions Mobile Radios for five (5) cars for $27,125.00, with a grand total of $27,125.00.

Norman Williams, Assistant Chief of Police
Diboll Police Department 400 Kenley Diboll, Texas 75941
Office: (936) 829-5586
Fax: (936) 829-5436

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RESOLUTION 2021-02-003

A RESOLUTION OF THE CITY OF DIBOLL, TEXAS SUPPORTING APPROVAL OF DIBOLL POLICE DEPARTMENT'S SUBMISSION OF EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) PROGRAM AND DEEP EAST TEXAS COUNCIL OF GROVERNMENTS (DETCOG). GRANT APPLICATIONS NUMBER 4287701 FOR REPLACEMENT OF TWENTY (20) HANDHELD POLICE RADIOS AND EIGHT (8) POLICE CAR CONSOLES TO THE OFFICE OF THE GOVERNOR OF TEXAS

WHEREAS, the City of Diboll finds it in the best interest of the citizens of Diboll Texas, that the twenty replacement handheld police radios and eight (8) police car communication consoles be replaced, making it capable for patrol officers to have more efficient and direct contact, via radio, with dispatch and police officers in surrounding counties, including yet not exclusive to, Polk, Trinity, Nacogdoches, during high-speed chases and other type of emergencies; and

WHEREAS, the City of Diboll agrees that in the event of loss or misuse of the Office of the Governor funds, the City of Diboll assures that the funds will be returned to the Office of the Governor in full; and

WHEREAS, the City of Diboll designates Gerry Boren, City Manager as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter, or terminate the grant on behalf of the applicant agency; and

NOW THEREFORE BE IT RESOLVED that the City of Diboll approves submission of the Edward Byrne Memorial Justice Assistance Grant (JAG) Program, as well as Deep East Texas Council of Governments (DETCOG) applications number 4287701 for the replacement handheld radios and two consoles application to the Office of the Governor.

PASSED AND APPROVED this 9th day of February 2021.

Gerry Boren, City Manager

Trey Wilkerson, Mayor

ATTEST;

Melissa McCall, TRMC
City Secretary

STATE OF TEXAS §
ANGELINA COUNTY §
CITY OF DIBOLL §

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From: Gio Moreland
To: Melissa McCall
Subject: Grant information
Date: Thursday, February 4, 2021 11:50:02 AM

The grant is from The Office of the Governor. (Not DETCOG)
The grant is from the Criminal Justice Division (CJD)
Fund Source: DJ-Edward Byrne Memorial Justice Assistance Grant Program
Project Title: CREATING A CLEAR COMMUNICATION BETWEEN THE VOICE BEHIND THE CALM AND THE OFFICERS.

Motorola Solutions Mobile Radios for the cars (8) in the amount of $49,649.38
Motorola Solutions Portables Radios for the officers (20) in the amount of $143,637.94
With a grand total of $193,287.32

The name of the project is: CREATING A CLEAR COMMUNICATION BETWEEN THE VOICE BEHING THE CALM AND THE OFFICERS.

The grant number is: 4287701

Ms. Giovanet L. Moreland
Telecommunication Supervisor
Diboll Police Department
400 Kenley
Diboll, Texas 75941
(936) 829-5586 Work#
(936) 829-5436 Fax#
(318) 218-8330 Cell#

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RESOLUTION 2021-02-003 AMENDED

A RESOLUTION OF THE CITY OF DIBOLL, TEXAS SUPPORTING APPROVAL OF DIBOLL POLICE DEPARTMENT'S SUBMISSION OF EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) PROGRAM AND DEEP EAST TEXAS COUNCIL OF GROVERNMENTS (DETCOG). GRANT APPLICATIONS NUMBER 4287701 FOR REPLACEMENT OF FIVE (5) MOBILE POLICE RADIOS TO THE OFFICE OF THE GOVERNOR OF TEXAS

WHEREAS, the City of Diboll finds it in the best interest of the citizens of Diboll Texas, that the five (5) mobile radios be replaced, making it capable for patrol officers to have more efficient and direct contact, via radio, with dispatch and police officers in surrounding counties, including yet not exclusive to, Polk, Trinity, Nacogdoches, during high-speed chases and other type of emergencies; and

WHEREAS, the City of Diboll agrees that in the event of loss or misuse of the Office of the Governor funds, the City of Diboll assures that the funds will be returned to the Office of the Governor in full; and;

WHEREAS, the City of Diboll designates Norman Williams, Assistant Chief of Police as the grantees' authorized official. The authorized official is given the power to apply for, accept, reject, alter, or terminate the grant on behalf of the applicant agency; and

NOW THEREFORE BE IT RESOLVED that the City of Diboll approves submission of the Edward Byrne Memorial Justice Assistance Grant (JAG) Program, as well as Deep East Texas Council of Governments (DETCOG) applications number 4287701 for the replacement mobile radios application to the Office of the Governor.

PASSED AND APPROVED this 10th day of May 2022.

_____ _____

Norman Williams, Assistant Chief of Police Trey Wilkerson, Mayor

ATTEST;

_____

Rosa M. Olvera
City Secretary

STATE OF TEXAS §
ANGELINA COUNTY §
CITY OF DIBOLL §

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Livestock Ordinance Enforcement Process

1. Code Compliance Official will visit the property and attempt to make contact with the property owner.
2. A certified letter will be mailed to the property owner. The letter will recite the ordinance and the specific reason(s) the property is out of compliance.
3. The property owner will be given thirty (30) days from receipt of the certified letter to remedy the infraction or appeal the Code Compliance Official's ruling.
4. Appeals will be made in writing within the thirty (30) day grace period to the City Manager. The City Manager will schedule a meeting of the Board of Adjustment and Appeals to weigh the property owner's appeal.
5. If the thirty (30) day grace period is expired without reconciliation or appeal, the property owner will receive a fine ranging from one dollar ($1.00) to five hundred dollars ($500.00).
6. A second or subsequent infraction may result in additional fines and/or impoundment of the animals.

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ORDINANCE 2022-04-001

AN ORDINANCE AMENDING CHAPTER 4 OF THE CODE OF ORDINANCES, DIBOLL, TEXAS, RELATING TO ANIMALS AND FOWL, LIVESTOCK – NEAR RESIDENCE OR BUSINESS IN THE CITY OF DIBOLL, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Chapter 4 of the City of Diboll Code of Ordinances contains the City's regulations applicable to livestock near residence or business; and;

WHEREAS, it is the desire of the City Council of Diboll, Texas, to reduce the minimum distance allowed between livestock and a residence or business;

WHEREAS, the amendment of Chapter 4 of the City of Diboll Code of Ordinances is in accordance with state law, and;

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

SECTION I

That Chapter 4 of the Code of Ordinances, Diboll, Texas, is hereby amended to read as set forth in Exhibit A, attached hereto and incorporated herein.

SECTION II

That Section 4-1 of Chapter 4 Article 1 of the Code of Ordinances, Diboll, Texas is hereby amended to read as follows:

"Sec. 4-1 -Livestock – Near residence or business.

It shall be unlawful for any person to keep within one hundred (100) feet of any residence or business establishment any type of livestock, including but not limited to horses, mules, donkeys, cows, bulls, steers, hogs, sheep, goats, shetland ponies, jacks, jennets or poultry."

REPEAL AND EFFECTIVE DATE. All ordinances or portions of ordinances in conflict herewith are hereby appealed. This ordinance shall become effective following a final affirmative vote of the City Council.

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PASSED, APPROVED AND ADOPTED by the City Council of the City of Diboll, Texas, on this the 10th dayof May 2022.

_____
Trey Wilkerson, Mayor

ATTEST:

_____
Rosa M. Olvera, City Secretary

STATE OF TEXAS §
ANGELINA COUNTY §
CITY OF DIBOLL §

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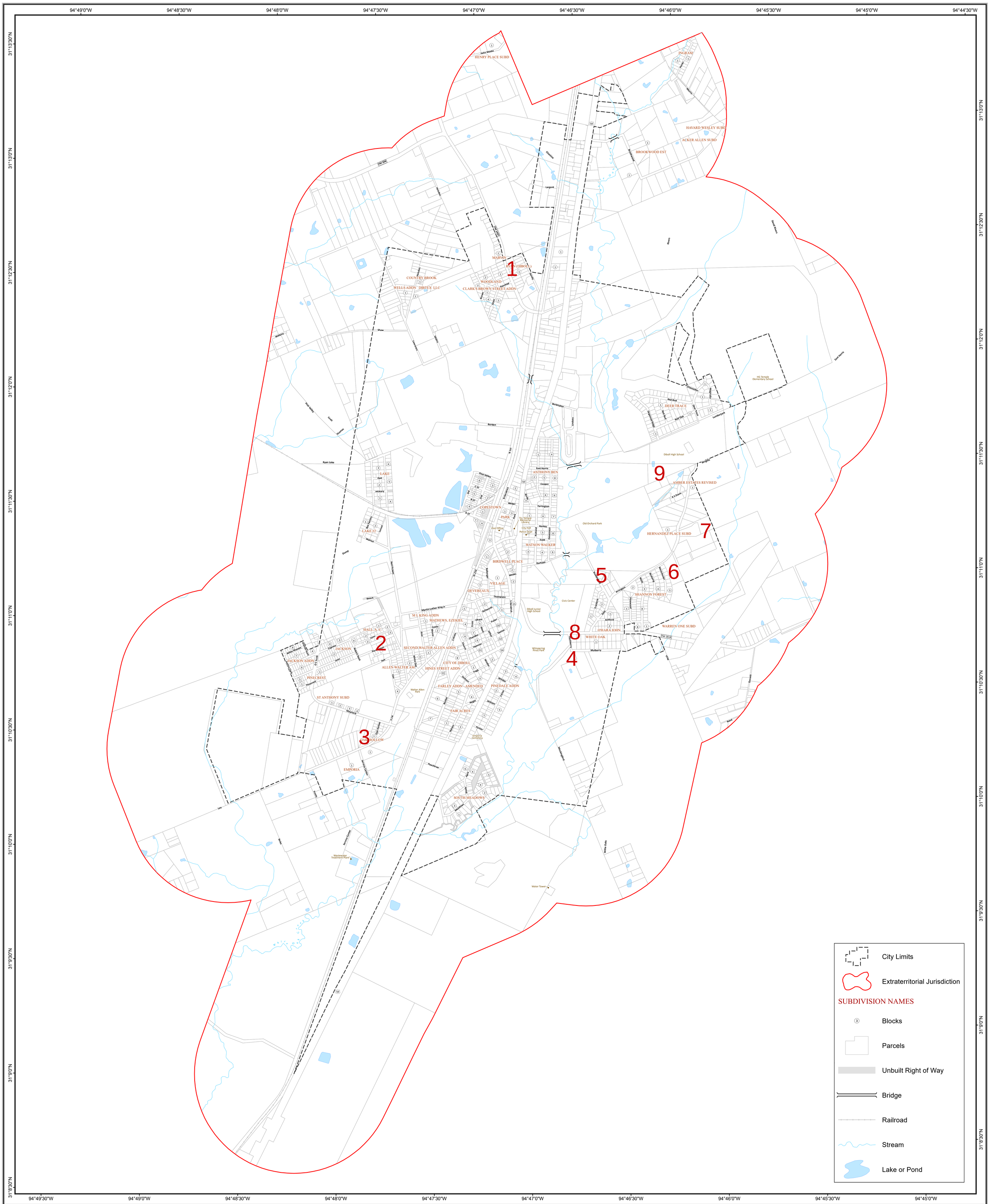
EXHIBIT A

ARTICLE I. - IN GENERAL

Sec. 4-1. - Livestock—Near residence or business.

It shall be unlawful for any person to keep within two hundred (200) feet of any residence or business establishment any type of livestock, including but not limited to horses, mules, donkeys, cows, bulls, steers, hogs, sheep, goats, shetland ponies, jacks, jennets or poultry.

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HENRY PLACE SUBD
INGRAM
HAVARD WESLEY SUBD
ACKER ALLEN SUBD
BROOKWOOD EST
COUNTRY BROOK
WELLS ADDN - DIBTEX, LLC
WOODLAND
CLARK'S BROWN STREET ADDN
MARVEN
RYAN (DIBOLL)
DEER TRACE
AMBER ESTATES REVISED
HERNANDEZ PLACE SUBD
SHANNON FOREST
WARREN ONE SUBD
OHARA JOHN
WHITE OAK
ANTHONY BEN
COPESTOWN
PARK
LAKE
LAKE #2
BIRDWELL PLACE
WATSON WALKER
VILLAGE
DEVEREAUX
M L KING ADDN
MATHEWS, EZEKIEL
HALL, A C
JACKSON
JACKSON ADDN
SECOND WALTER ALLEN ADDN
CITY OF DIBOLL
HINES STREET ADDN
ALLEN-WALTER AM
PINECREST
ST ANTHONY SUBD
FARLEY ADDN - AMENDED
PINEDALE ADDN
FAIR ACRES
OAK HOLLOW
EMPORIA
SOUTH MEADOWS
DEVEREAUX
Diboll High School
HG Temple Elementary School
Diboll Junior High School
Civic Center
Old Orchard Park
Whispering Pines Park
Walter Allen Park
Emporia cemetery
Wastewater Treatment Plant
Water Tower
Post Office
City Hall
Police Dept
TLL Temple Memorial Library
Ryan Lake
Dump
Rivers
David Rivers
Pine Valley
Louis
Thomas
Borden
Burkhalter
Lindley
Cheshire
Largent
Brookwood
Holmes
Neff Pickett
Martin Luther King Jr
Shaw
Lawrence
Edom
Watkins
Beech
Thompson
Ashworth
Fuller
Ohara
Chandler
Hamner
Dunn
Saxton
Wheeler
Hogg
Jackson
Winder
Carter
Nolan
Bullard
Parker
Nelson
Meadows
Keeling
Peachtree
Mansfield
Willis Oaks
Lee
Henry
Service Center
Oak Hollow
Maynard
Walnut
Locust
Cypress
Robert Hahn
Pine
Ash
Lynn
Pinecrest
Redland
Hudson
Huntington
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FM 2109
FM 2497
FM 58
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FM 1818
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1. 1412 Ryan Chapel Road
    a. 200’ Compliance: No. Neighbor’s and Property Owner’s Residence.
    b. 100’ Compliance: No. Neighbor’s and Property Owner’s Residence.
    c. Chickens
2. 716 Persimmon Street
    a. 200’ Compliance: No. Neighbor’s and Property Owner’s Residence.
    b. 100’ Compliance: Yes, with work.
    c. Chickens
3. 1108 South First Street
    a. 200’ Compliance: No. Neighbor’s and Property Owner’s Residence.
    b. 100’ Compliance: Yes, with work.
    c. Chickens, Horses, and Goats
4. 500 Hackberry Street
    a. 200’ Compliance: No. Property Owner’s Residence.
    b. 100’ Compliance: No. Property Owner’s Residence.
    c. Horses
5. 204 Stubblefield Drive
    a. 200’ Compliance: No. Neighbor’s and Property Owner’s Residence.
    b. 100’ Compliance: No. Property Owner’s Residence.
    c. Cows, Sheep, and Pigs
6. 404 Arrington Road
    a. 200’ Compliance: No. Neighbor’s Residence.
    b. 100’ Compliance: Yes.
    c. Cows
7. 600 Arrington Road
    a. 200’ Compliance: No. Neighbor’s Residence.
    b. 100’ Compliance: Yes.
    c. Horses
8. 600 Dennis Street
    a. 200’ Compliance: No. Neighbor’s Residence.
    b. 100’ Compliance: Yes.
    c. Chickens
9. 1000 Lumberjack Drive
    a. 200’ Compliance: No. Neighbor’s Residence.
    b. 100’ Compliance: Yes.
    c. Sheep and Pigs

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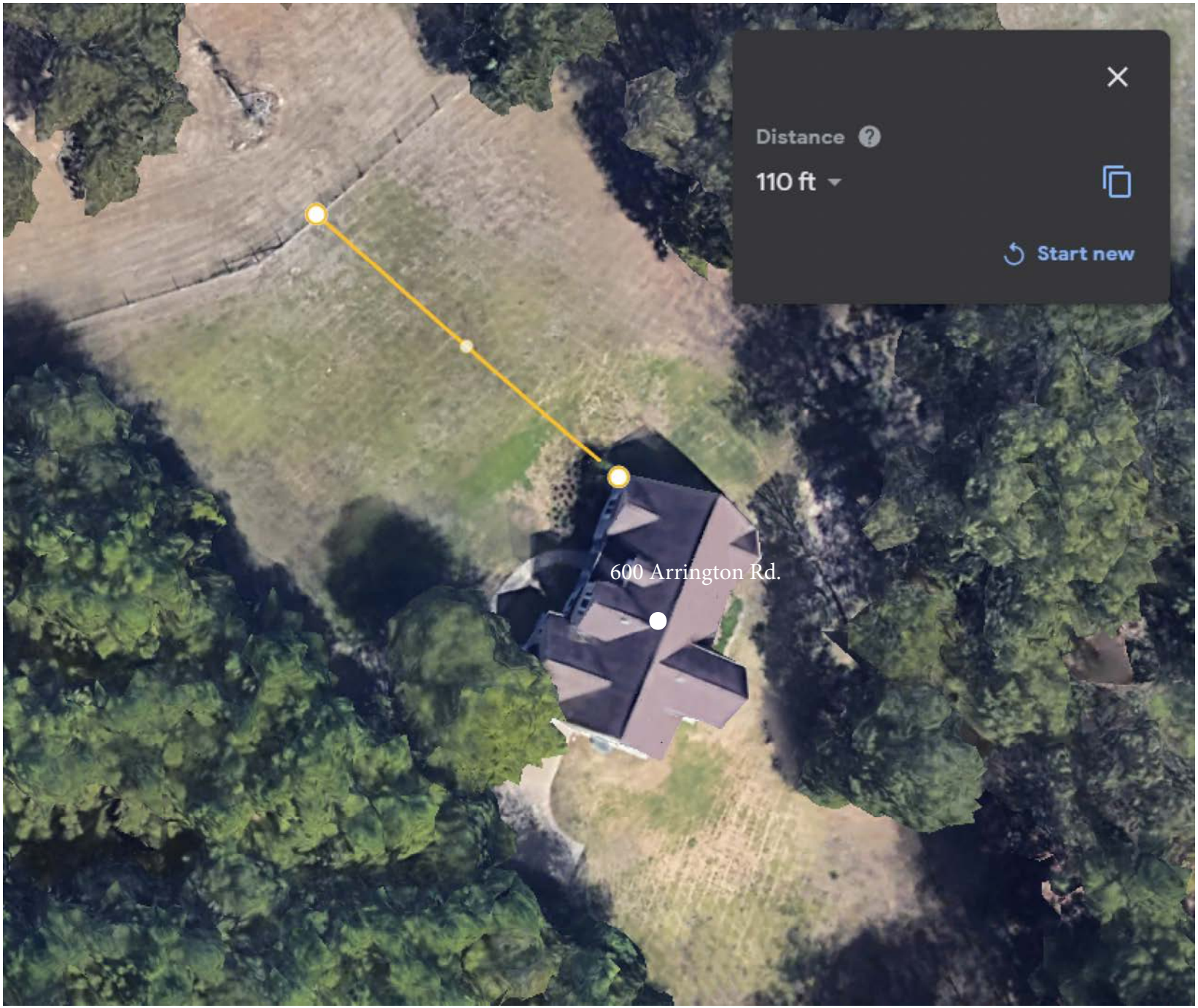
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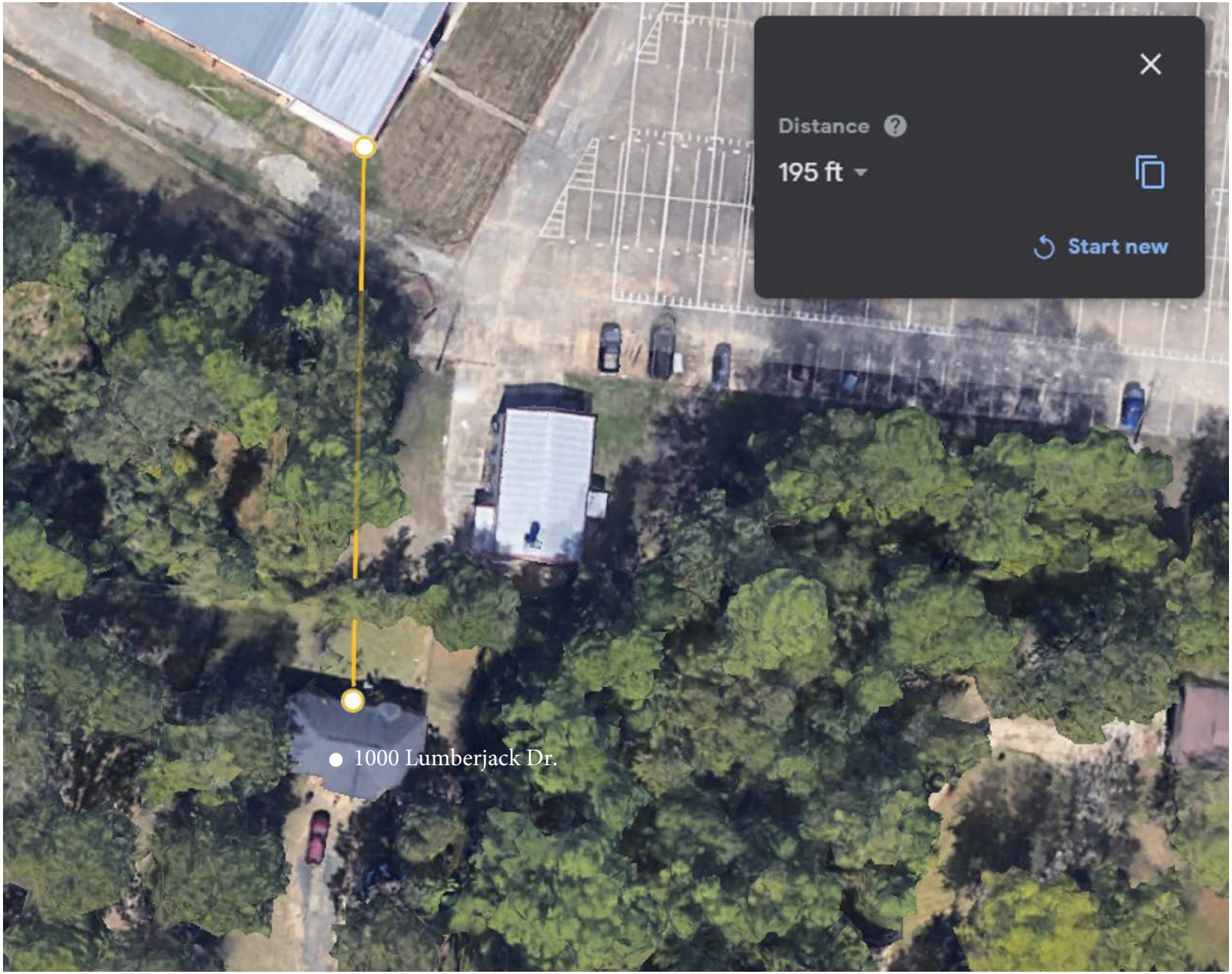
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City of Diboll Volunteer Fire Department

2022 April Council Report

April 5th Business Meeting

- Pledge
- Incident Reports
  Discuss up grading Jaws from Hydraulic to Battery Powered
  Clean up fire house
  Firemen present (12)

April 12th

- Council meeting
- Reported to airport @6pm
- Tim Beck had a class about fire control

  Fireman present (10)

April 19th

- Pledge
- Incident Reports
- Discussed sat April 30th clean up day

  Fireman present (11)

April 26th

- Pledge
- Incident Reports
- Checked radios on fire trucks
- Checked fireman radios
- Cleaned station

  Fireman Present (10)

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City of Diboll Volunteer Fire Department

April Emergency Incidents (16)

April 3rd 14:06

- **Call # 22003281**
  124 Kenny of 1818
  Brush fire
  Out of City
  Trucks 54,58,63
  Diboll Fire personnel responded (7)

April 3rd 14:06

- **Call # 22003280**
  1411 Glass Ave
  CO smell in home
  In City
  Diboll Fire personnel responded (7)

April 7th 16:20

- **Call # 22003406**
  1818 Virgil Havard Rd
  Woods on fire
  Out City
  Trucks 54,58,63
  Diboll Fire personnel responded (9)

April 8th 16:54

- **Call # 22003456**
  1818 Virgil Havard Rd
  Woods on fire
  Out of City trucks 54,58,63

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Diboll Fire personnel responded (9)

April 9th 18:42

- **Call # 22003499**
  59 @ 2108
  Vehicle vs tree
  Out of City
  Trucks 57
  Diboll Fire personnel responded (7)

April 13th 11:58

- **Call # 22003624**
  Atlas roofing
  Smoke in building 10/22
  Trucks 54
  In City
  Diboll Fire personnel responded (6)

April 13th 8:17

- **Call # 22003622**
  Louie cheatham
  Limb on powerline
  Out City
  Diboll Fire personnel responded (3)

April 20th 19:24

- **Call # 22003880**
  412 Box factory rd
  Powerline down
  In City
  Truck 54
  Diboll Fire personnel responded (6)

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City of Diboll Volunteer Fire Department

April 22nd 7:50

- **Special olimpics**
  Lumberjack Stadium
  In City
  Trucks 57
  Diboll Fire personnel responded (2)

April 22nd 17:16

- **Call # 22003944**
  History Center
  Small fire in bush
  Trucks 63
  In City
  Diboll Fire personnel responded (1)

April 23rd 14:34

- **Call # 22003994**
  59s/river
  Fire-vehicle
  Out of City
  Trucks 54,55
  Diboll Fire personnel responded (5)

April 23rd 10:22

- **Call # 22003978**
  Corner of Margie and Willie D Jones
  Powerline down
  In City
  Truck 54
  Diboll Fire personnel responded (2)

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City of Diboll Volunteer Fire Department

April 23rd 7:13

- **Call # 22003962**
  59 south
  Vehicle VS 18 wheeler
  Out of City
  Trucks 53,57
  Diboll Fire personnel responded (6)

April 26th 11:18

- **Call # 22004078**
  110 Kenny st
  Vehicle on fire
  Out of City
  Trucks 55
  Diboll Fire personnel responded (8)

April 29th 6:53

- **Call # 22004144**
  59n of JR barn
  Vehicle on fire
  In City
  Trucks 55
  Diboll Fire personnel responded (7)

April 30th 19:27

- **Call # 22004191**
  59/ Morris rd
  Two vehicle 10/50
  10/22 call
  Out City
  Diboll Fire personnel responded (5

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Diboll Police Department

Monthly Stats

From: 04/01/2022 to 04/30/2022

Calls for Service – **496**

Incident Reports – **63**

Accidents – **12**

Extra Patrols/Patrol Request – **198**

Traffic Stops **- 266**

Arrest Total – **20**

- Felony – **16**
- Misdemeanor – **4**

400 Kenley · P.O. Box 340 · Diboll, Texas 75941 · (936) 829-5586 · Fax (936) 829-5436 · gmunoz@cityofdiboll.com

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Street Department Monthly Report

4-4-2022

Checked wells and Chlorine levels and changed batteries at the old elevated storage tank during the week. Completed monthly water pumpage report for March 2022. Sent monthly pumpage reports for Jan, Feb and Mar. 2022 to Pineywoods Groundwater Conservation district for billing. Completed DLQOR and submitted it to TCEQ. Completed monthly council report for March 2022. Cleaned all storm drain inlets. Replaced stop signs at Maynard, Hwy 59, Dennis, and VFW Road. Patched potholes on Pinecrest. Cleaned out culverts with jet machine at 1200 Maynard. Put out 15 tons of asphalt on O.C. Scott. Helped parks dept. get ready for Easter egg hunt and little league baseball opening day.

4-11-2022

Checked wells and chlorine levels and changed batteries at the old elevated storage tank during the week. Dug out ditches on O.C. Scott and Holubec.

4-18-2022

Checked wells and chlorine levels and changed batteries at the old tank during the week. Took first set of monthly water samples to the lab for testing. Dug out ditches on O.C. Scott and Holubec. Cut up and hauled off tree that fell during storm on N. Hendricks.

4-25-2022

Checked wells and chlorine levels and changed out batteries at the old elevated storage tank during the week. Took second set of monthly water samples to the lab for testing. Cleaned out creek on Weeks St. Put up new Dead-End sign on Eddins. Patched on Lawrence St. Finished ditches on O.C. Scott. Helped pour concrete for Diboll sign at the library.

Street Dept. Head

Robby Roberts

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Parks Department Monthly Report

4-4-2022

Monday, Wednesday and Friday clean and restock park restrooms. Pick up trash/limbs from grounds and pavilions, and change bags in receptacles. Finished mowing traffic islands and welcome signs. Finished screen baseboards on field #4. Repaired fence post field #4. Water department used Vac Truck to unclog restrooms at ballfield complex. Checked all top rail tubing on ball fields for wasp nests. Mowed main park except area designated for Easter Egg Hunt. All departments to ball fields on Thursday and Friday in preparation for Opening Day baseball and softball. Pumped water out of centerfield field #3. Repaired corner fence posts field #3. Weed eat and edge entire ball complex including ditches and park pond. Remove dirt and sand from parking lot to stock piles between fields #3 and #4. Dyed park pond blue. Drag and mark all ball fields after mowing them.

4-11-2022

Monday, Wednesday and Friday clean and restock park restrooms. Pick up trash/limbs from grounds and pavilions, change bags in receptacles. Monday, Tuesday and Thursday drag and mark all fields for league play. Mowed section of park used for Easter Egg Hunt. Payne Electric came out 4-11 to repair/replace a junction box that caught fire in concession stand. Cleaned and restocked ballpark restrooms. Off 4-15 for Good Friday.

4-18-2022

Monday, Wednesday and Friday clean and restock park restrooms. Pick up trash/limbs from grounds and pavilions, change bags in receptacles. Monday, Tuesday and Thursday drag and mark fields for league play. Mowed traffic islands and welcome signs. Mowed City Hall and PD. Mowed main park and Lumberjack Dr.

4-25-2022

Monday, Wednesday and Friday clean and restock park restrooms. Pick up trash/limbs from grounds and pavilions, change bags in receptacles. Monday, Tuesday and Thursday drag and mark fields for league play. 4-25 helped Street crew cut up and haul off tree that fell across Hendrix Street during storm. Got rid of fallen limbs and bags of trash from Forest Haven Cemetery. Weed eat bricks center of

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US Hwy. 59. Mow and weed eat Forest Haven Cemetery. Used Police escort car to work traffic control for Payne Electric while they replaced bulbs in street lights on US Hwy. 59. Replaced flat on parks truck (unit 100). Put new battery on 1 of 3 ExMark mowers.

Lead Operator

Eric Pope

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Water Department Monthly Report

4-4-22

The Water Department dressed up yards from water leaks and sewer repairs on Arrington and Dale St. Located water and sewer mains on Mockingbird. Moved dirt out of parking lot at Little League Baseball Fields. Changed batteries at New Elevated Storage Tank. Helped Parks Department get park ready for Easter egg hunt and opening day of Little League. And ran water wells on weekend.

4-11-22

The Water Department turned water off at 510 N Second St. Replaced meter gasket on Eddins St. Turned water on at 906 N Temple. Maintenance work on mini track hoe. Turned water on at 1500 N Hendrix appt. f-1. Turned water on at 408 Church St. Checked for water leak at 717 Booker (private leak). Turned water off for plumber at 1018 Holubec St. Placed concrete cover on holding tank at Old Orchard Park. Fixed water leak at 105 Dale St. Turned water off at 305 N Hendrix St. Checked water leak at 811 S Meadows (private leak). Checked power outage at well 4. Maintenance of all equipment. Ran water wells for the weekend.

4-18-22

The Water Department completed reread list. Repaired cut off on meter at 1418 N Hendrix St. Located water and sewer mains at 716 Ashford St. Located water and sewer mains at 218 S Beech St. Talked with customer at 811 S Meadows about drilling company breaking their water line. Ran water wells for weekend.

4-25-22

The Water Department completed disconnect list. Turned off water at 804 Lynn St. Cleaned creek out at Weeks and N Hendrix St. Turned water on at 1110 Lawrence St. Turned water on at 415 Carter St. Turned water on at 117 Frankens St. Turned water on at 1013 S First St. Installed

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form for concrete at library. Dug manhole up on S First St. Unstopped restroom at Little League Field. Turned water on at 203 N Temple. Turned water off at 203 N Temple (leak). Turned water on at 1411 Ryan Chapel Rd. Ran water wells on weekend.

Lead Operator

Josh Mosley

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DIBOLL, TX MUNICIPAL COURT

Fees and Fines Collection & Activity Report

As of March 31, 2022

LINEBARGER
ATTORNEYS AT LAW

Linebarger Goggan Blair & Sampson, LLP

PROPRIETARY AND CONFIDENTIAL INFORMATION

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Collections & Activity Summary

Collection Disposition Summary - March 2022	
Citations Assigned	271
Amount Assigned	$107,470
Citations Collected	82
Amount Collected	$25,600
Citations Cancelled	15
Amount Cancelled	$5,614
Citations Resolved	97
Amount Resolved	$31,214

Collection Disposition Summary - Contract to Date	
Citations Assigned	27,675
Amount Assigned	$9,492,524
Citations Adjusted	1,445
Amount Adjusted	($57,577)
Citations Collected	5,021
Amount Collected	$1,633,151
Citations Cancelled	948
Amount Cancelled	$332,043
Citations Resolved	5,969
Amount Resolved	$1,965,194
Dollar Resolution Rate	21.3%

Collection Activity - March 2022		
Letters		53
Address/Phone Updated		15
Phone Activity	Inbound	70
	Outbound	1,601

Collection Activity - Contract to Date		
Letters		58,662
Address/Phone Updated		11,802
Phone Activity	Inbound	3,798
	Outbound	195,285

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Status of Open Accounts

Status	Count	Amount
ACT - Active Account	21,407	$7,305,346
ATT - Attorney Contact Only	8	$2,503
BKR - Bankruptcy	2	$657
DEC - Deceased No Estate Or Beyond Claim	114	$37,108
DIS - Disputed	20	$6,475
INC - Incarcerated	86	$30,847
PRM - Promise Payment	106	$34,939
REF - Refuse To Pay	11	$3,678
SKP - Skip Tracing for Phone	21	$6,960
SWC - Stop Work Per Client	175	$40,526
SWF - Stop Work Per Firm	1	$432
Total	**21,951**	**$7,469,470**

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Monthly Collection Activity
Last 24 Months

Year	Month	Letters Mailed	Address/Phone Updated	Phone Activity		Dollars Collected
				Inbound	Outbound	
2022	March	53	15	70	1,601	$25,600
	February	6,283	8	100	1,292	$27,011
	January	519	407	47	1,564	$12,779
2021	December	115	25	14	2,079	$26,162
	November	215	41	39	2,685	$43,323
	October	588	82	76	1,577	$0
	September	2,352	126	60	1,152	$24,620
	August	972	310	63	1,185	$21,128
	July	71	169	45	1,664	$34,447
	June	883	234	114	1,522	$78,143
	May	165	32	10	1,495	$0
	April	202	32	11	1,099	$108,963
	March	327	39	144	874	$26,018
	February	4,375	288	44	752	$21,216
	January	900	565	95	1,317	$14,323
2020	December	15	33	5	1,570	$19,928
	November	105	28	43	1,897	$26,412
	October	626	42	57	2,625	$21,766
	September	2,034	132	86	2,840	$30,871
	August	688	265	65	2,785	$28,443
	July	122	125	20	3,559	$31,837
	June	130	252	22	1,599	$36,082
	May	88	67	9	1,193	$24,808
	April	0	45	50	1,380	$7,999
	March	1,716	110	185	1,173	$107,523
Total*		**23,544**	**3,472**	**1,474**	**42,479**	**$799,402**

***Total Amounts noted represent the last 24 months & not contract to date.**

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Portfolio Analysis
Outstanding Placements

	Accounts	Dollars	Acct. Pct.	Dollar Pct.	Average Balance
ALL ACCOUNTS	21,951	$7,469,469.98	100.00%	100.00%	$340.28
ADDRESSES					
No Mailing Address	23	$7,768.90	0.10%	0.10%	$337.78
Returned Mail	2,941	$957,146.48	13.40%	12.81%	$325.45
Good Address	18,987	$6,504,554.60	86.50%	87.08%	$342.58
OFFENSE AGE					
One Year or Less	1,269	$503,776.90	5.78%	6.74%	$396.99
1-2 Years	839	$334,203.47	3.82%	4.47%	$398.34
2-3 Years	1,531	$592,297.78	6.97%	7.93%	$386.87
+3 Years	18,312	$6,039,191.83	83.42%	80.85%	$329.79
PLACEMENT AGE					
One Year or Less	1,452	$574,625.50	6.61%	7.69%	$395.75
1-2 Years	1,259	$496,838.62	5.74%	6.65%	$394.63
2-3 Years	1,718	$646,790.02	7.83%	8.66%	$376.48
+3 Years	17,522	$5,751,215.84	79.82%	77.00%	$328.23

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Offense Age of Placements
Last 13 Months

	2015 & PRIOR	2016	2017	2018	2019	2020	2021	2022	Total Placements
March 2022	-	-	-	-	-	-	261 96.31%	10 3.69%	**271**
February 2022	-	-	-	-	-	-	-	-	**0**
January 2022	-	-	-	-	-	-	-	-	**0**
December 2021	-	-	-	-	-	-	28 100.00%	-	**28**
November 2021	-	-	-	-	-	-	152 100.00%	-	**152**
October 2021	-	-	-	-	-	-	275 100.00%	-	**275**
September 2021	-	-	-	-	-	-	233 100.00%	-	**233**
August 2021	-	-	-	-	-	1 0.33%	301 99.67%	-	**302**
July 2021	2 1.08%	-	-	-	-	-	184 98.92%	-	**186**
June 2021	-	-	-	-	-	2 28.57%	5 71.43%	-	**7**
May 2021	-	-	2 25.00%	-	-	2 25.00%	4 50.00%	-	**8**
April 2021	-	-	-	-	-	25 55.56%	20 44.44%	-	**45**
March 2021	-	-	-	-	-	202 84.87%	36 15.13%	-	**238**

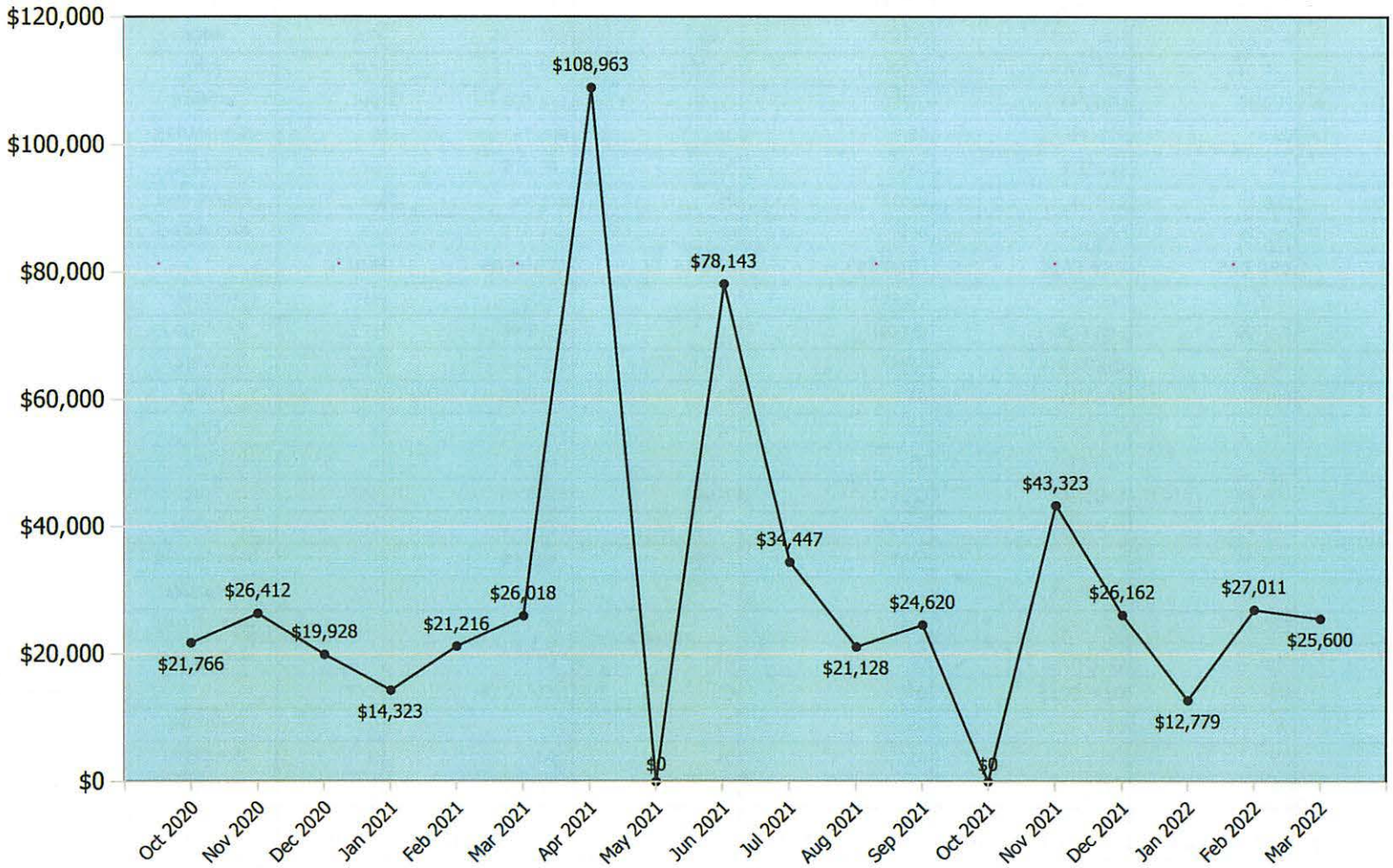
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Placement Activity Summary
Contract to Date

Year	Month	Count #	Orig Placement $	Cancelled $	Adjustment $	Net Placement $	Collected $	Collected %
	March	271	$107,470	$0	$0	$107,470	$0	0.00%
	February	0	$0	$0	$0	$0	$0	0.00%
	January	0	$0	$0	$0	$0	$0	0.00%
2022 Summary		**271**	**$107,470**	**$0**	**$0**	**$107,470**	**$0**	**0.00%**
	December	28	$10,825	$0	$0	$10,825	$1,240	11.46%
	November	152	$59,088	$0	($8)	$59,080	$1,073	1.82%
	October	275	$108,759	$0	$0	$108,759	$1,652	1.52%
	September	233	$92,817	$325	($106)	$92,386	$6,068	6.57%
	August	302	$121,429	$516	($257)	$120,656	$6,042	5.01%
	July	186	$73,659	$438	($372)	$72,849	$2,964	4.07%
	June	7	$2,955	$438	$0	$2,517	$0	0.00%
	May	8	$3,154	$0	$0	$3,154	$0	0.00%
	April	45	$18,702	$0	$0	$18,702	$300	1.60%
	March	238	$95,372	$0	($20)	$95,352	$8,754	9.18%
	February	134	$54,116	$0	($212)	$53,904	$5,720	10.61%
	January	141	$56,151	$0	($645)	$55,506	$9,049	16.30%
2021 Summary		**1,749**	**$697,027**	**$1,717**	**($1,620)**	**$693,690**	**$42,862**	**6.18%**
	December	47	$19,170	$0	$30	$19,200	$1,580	8.23%
	November	17	$6,828	$0	($198)	$6,629	$1,932	29.15%
	October	26	$10,241	$0	$0	$10,241	$0	0.00%
	September	5	$1,946	$0	$0	$1,946	$0	0.00%
	August	149	$59,271	$772	($539)	$57,960	$8,008	13.82%
	July	277	$106,021	$3,715	($1,021)	$101,285	$16,035	15.83%
	June	309	$123,083	$902	($215)	$121,966	$17,720	14.53%
	May	126	$50,716	$1,648	($337)	$48,730	$9,516	19.53%
	April	0	$0	$0	$0	$0	$0	0.00%
	March	185	$69,830	$429	($965)	$68,436	$9,143	13.36%
2020 Summary		**1,370**	**$533,385**	**$7,831**	**($3,886)**	**$521,668**	**$77,444**	**14.85%**
2019 Summary		**2,114**	**$792,156**	**$11,770**	**($8,596)**	**$771,791**	**$155,086**	**20.09%**
2018 Summary		**878**	**$331,523**	**$10,131**	**($3,127)**	**$318,265**	**$85,556**	**26.88%**
2017 Summary		**21,293**	**$7,030,961**	**$300,593**	**($40,348)**	**$6,690,020**	**$1,272,202**	**19.02%**

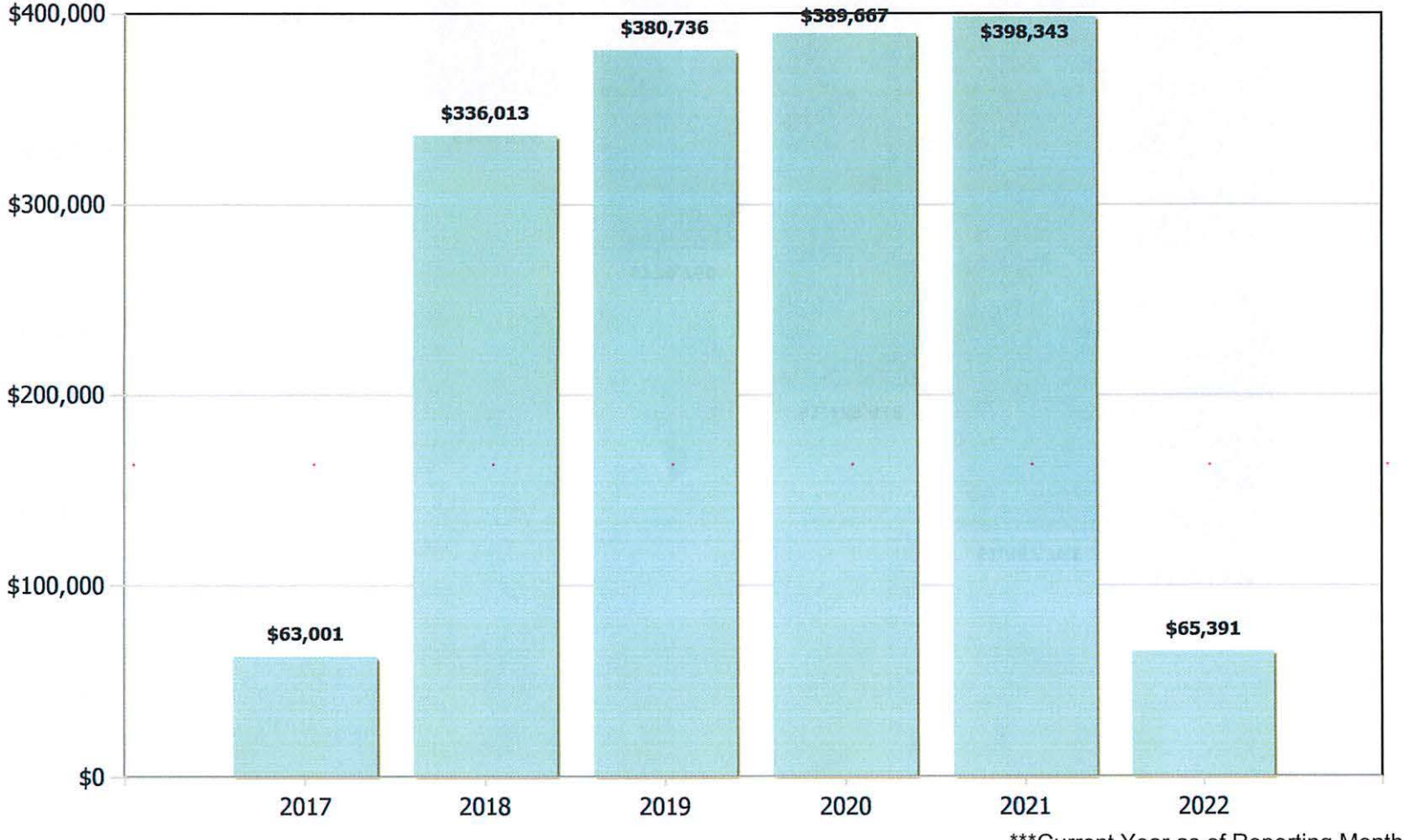
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Monthly Collections
Last 18 Months



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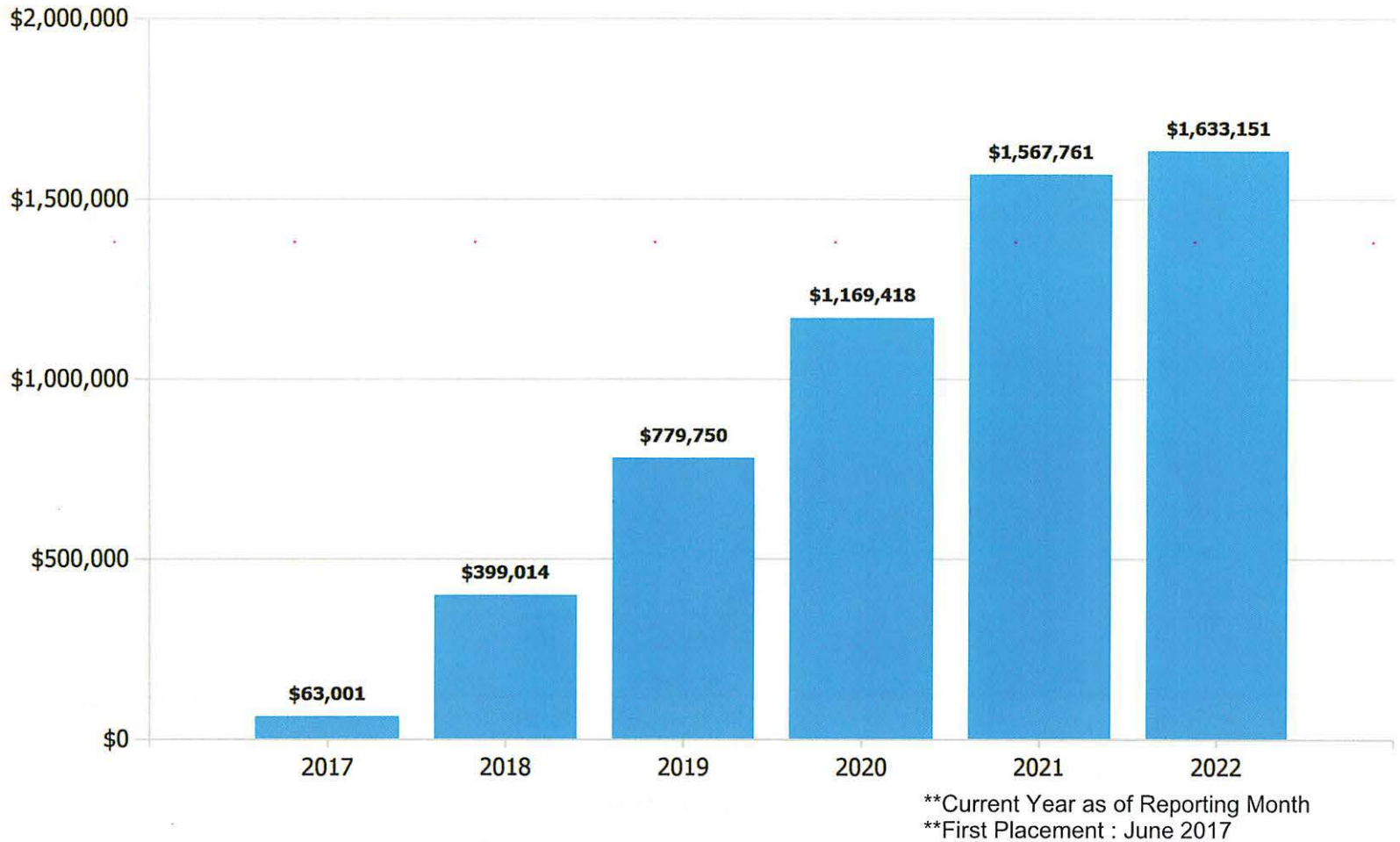
Delinquent Court Fees & Fines Annual Collections
Last 6 Years



***Current Year as of Reporting Month
***First Placement : June 2017

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Delinquent Fees & Fines Cumulative Collections



**Current Year as of Reporting Month
**First Placement : June 2017

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MINUTES OF THE GOVERNING BODY OF THE CITY OF DIBOLL, TEXAS REGULAR SESSION MEETING ON TUESDAY, MAY 10, 2022, AT 5:15 P.M., IN THE DIBOLL CITY HALL CHAMBERS.

COUNCIL PRESENT

Mayor Trey Wilkerson, Mayor Pro Tem Daniel Lopez, Councilmembers Benita Sheffield Duffield, Brian Moreno, Charles Moses, Sr., Luis Maldonado, and Ruben Terrazas.

COUNCIL ABSENT

None

STAFF PRESENT

City Manager Jason A. Arnold, City Secretary Rosa Olvera, Finance Director Sam Durham, Chief of Police Michael Skillern, Public Works Director Joshua Richard, Fire Chief Aaron Smith and Code Compliance Official Tino Lopez.

Call to Order: Mayor Trey Wilkerson called the meeting to order at 5:15 p.m.

Mayor Wilkerson gave the invocation, then led the Pledge of Allegiance which was recited by those in attendance.

CITIZENS PRESENTATION: (Limited to 3 minutes)
This item provides the opportunity to address the City Council on any matter whether or not it is posted on the agenda. However, in accordance with the Texas Open Meetings Act, Section 551.041, the Council cannot discuss, deliberate, or take any action on matters not listed on the agenda. At this time, the Council will receive citizen comments, and if necessary, may refer the matter to City staff for research, resolution, or referral to Council on a future agenda.

Numerous Citizens spoke regarding their view on the Livestock Ordinance and their opinion on the matter.

Item #1: Consideration and possible action to adopt Resolution 2022-05-001, approving the canvassing of the May 7, 2022 general election, contended by the Canvassing Committee.

Awaiting official results from Angelina County to complete canvassing of election. Special Called Meeting will be scheduled.

Item #2: Oath of office administered to swear-in newly elected council members.

Awaiting official results from Angelina County to complete canvassing of election. Special Called Meeting will be scheduled.

Item #3: Oath of office administered to newly hired Police Officers.

Chief Skillern introduced both Officer Ray and Officer Boots and Mayor Trey Wilkerson administered the Oath of Office.

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Item #4: CONSENT AGENDA: All matters listed under Consent Agenda are considered to be routine by the City Council and will be enacted by one motion. There will not be separate discussion. If discussion is desired, that item will be removed from the consent agenda and will be considered separately. Consider approval of the following reports:

a. Minutes from April 12, 2022, Regular Session Meeting
b. Financial Statement for April 2022
c. 12-Month Attendance Record for April 2022

Luis Maldonado made a motion to approve and Brian Moreno second.
All in Favor, none opposed, motion carries.

Item #5: Consideration and possible action to nominate and vote for a Mayor Pro Tem.

Awaiting official results from Angelina County to complete canvassing of election. Special Called Meeting will be scheduled.

Item #6: Consideration and possible action to approve Ordinance 2022-05-001 for the fifth amendment to the 2021-2022 Operating Budget.

Ruben Terrazas made a motion to approve and Brian Moreno second.
All in Favor, none opposed, motion carries.

Item #7: Consideration and possible action to approve the City of Diboll Investment Policy.

Luis Maldonado made a motion to approve and Benita Sheffield Duffield second.
All in Favor, none opposed, motion carries.

Item #8: Consideration and possible action to approve Resolution 2022-05-002 supporting approval of Diboll Police Departments submission for the motor vehicle crime prevention auxiliary grant ("MAG") program.

Daniel Lopez made a motion to approve and Luis Maldonado second.
All in Favor, none opposed, motion carries.

Item #9: Consideration and possible action to approve FY 2021-2022 Diboll Volunteer Fire Department Stipend Schedule.

Brian Moreno made a motion to approve and Charles Moses, Sr. second with edits to wording on payments. All in Favor, none opposed, motion carries.

Item #10: Consideration and possible action to approve amending Resolution 2021-02-003 for a Police Department Grant.

Daniel Lopez made a motion to approve and Brian Moreno second.
All in Favor, none opposed, motion carries.

Item #11: Consideration and possible action to approve Ordinance 2022-04-001; modification of the City of Diboll's Ordinance pertaining to livestock.

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Ruben Terrazas made a motion to approve and Brian Moreno second.
All in Favor, none opposed, motion carries.

Item #12: DEPARTMENT HEAD REPORTS

a. Fire Department Report
b. Police Department Report
c. Public Works Department Report
d. Finance Department Report
e. City Manager Report

Adjournment

Mayor Wilkerson called to adjourn at 7:01 pm

Minutes of the May 10, 2022 Regular Session Meeting approved by council on this the 14th day of June, 2022

Trey Wilkerson, Mayor

ATTEST BY:

Rosa M. Olvera, City Secretary

STATE OF TEXAS §
ANGELINA COUNTY §
CITY OF DIBOLL §

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NOTICE OF MEETING
OF THE
CITY OF DIBOLL CITY COUNCIL

The City Council will meet in a special called meeting in the City Hall Council Chambers, located at 400 Kenley, Diboll, Texas, on Wednesday, May 18, 2022, at 5:15p.m.

Call to Order

Invocation

Pledge of Allegiance

CITIZENS PRESENTATION: (Limited to 3 minutes)
This item provides the opportunity to address the City Council on any matter whether or not it is posted on the agenda. However, in accordance with the Texas Open Meetings Act, Section 551.041, the Council cannot discuss, deliberate, or take any action on matters not listed on the agenda. At this time, the Council will receive citizen comments, and if necessary, may refer the matter to City staff for research, resolution, or referral to Council on a future agenda.

Item #1: Consideration and possible action to adopt Resolution 2022-05-001, approving the canvassing of the May 7, 2022 general election, contended by the Canvassing Committee.

Item #2: Oath of office administered to swear-in newly elected council members.

Item #3: Consideration and possible action to nominate and vote for a Mayor Pro Tem.

Adjournment

Note: Mayor and Council Reports on Items of Community Interest- Pursuant to Texas Government Code Section 551.0415 the City Council may report on the following items (1) expression of thanks, congratulations, or condolences; (2) information about holiday schedules; (3) recognition of individuals; (4) reminders about upcoming City Council events; (5) information about community events; (6) announcements involving imminent threat to public health and safety.

I certify that this Notice of Meeting was posted in a glass-enclosed case in front of City Hall at 400 Kenley Street, Diboll, Texas, and available for viewing by the public prior to 5:15 p.m. on May 13, 2022, as well as at the City's website.

Rosa M Olvera

Rosa M. Olvera - City Secretary
Posted: 5/13/2022

CITY OF DIBOLL
DIBOLL, TEXAS

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RESOLUTION NO. 2022-05-01

STATE OF TEXAS	**§**	**AN ORDER DECLARING THE**
COUNTY OF ANGELINA	**§**	**RESULTS OF THE CITY OF**
	§	**LUFKIN GENERAL ELECTION**
		OF MAY 7, 2022

WHEREAS, the City Council of the City of Lufkin resolved and ordered that a General Election be held on May 7, 2022 in the City of Diboll, Texas for the purpose of electing the following City Officials to the City Council:

MAYOR
CITY COUNCILMEMBER DISTRICT 2
CITY COUNCILMEMBER DISTRICT 4
CITY COUNCILMEMBER AT-LARGE PLACE 6

WHEREAS, there came on to be considered the returns of an election held on the 18th day of May, 2022 for the purpose of electing a Mayor and three (3) Councilmembers to the City Council,

WHEREAS, the following candidate has been certified unopposed and is hereby declared elected to office subject to taking the oath:

MAYOR	**TREY WILKERSON**
CITY COUNCILMEMBER DISTRICT 2	**LUIS MALDONADO**
CITY COUNCILMEMBER DISTRICT 4	**DANIEL LOPEZ**

WHEREAS, the returns of said election having been duly canvassed by the City Council, and there being cast at said election a total of _____ votes in the race for Councilmember for At-Large Place 6, and each of the candidates in said election having received the following votes to wit:

CITY COUNCILMEMBER AT-LARGE PLACE 6

CHARLES MOSES, JR	**VOTES: _____**
RAY WILLIAMS, JR	**VOTES: _____**

IT IS, THEREFORE FOUND, DECLARED AND ORDERED by the City Council of the City of Diboll that the above election was duly called. That notice of said election was duly posted and that said election was held in accordance with the laws of the Texas Election Code. That at said election _____ was elected City Councilmember At-Large Place 6 subject to taking the oath.

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SECTION 1: That it is further found and determined that the results of the election as canvassed and tabulated in the preamble hereof reflect the expressed desires of those persons voting at said election.

IT IS FURTHER FOUND AND DETERMINED that in accordance with the laws of the Texas Election Code, the City Secretary posted written notice of the date, place and subject of this meeting on the bulletin board located at City Hall. A place convenient and readily accessible to the general public and said notice having been so posted and remaining posted continuously for at least 72 hours preceding the scheduled time of said meeting. A copy of the returns of said posting shall be attached to the minutes of this meeting and shall be made as part hereof for all intents and purposes.

PASSED, ADOPTED, and APPROVED this **18th day of May, 2022.**

CITY OF DIBOLL, TEXAS

_____
Trey Wilkerson, Mayor

ATTEST:

_____
Rosa M. Olvera, City Secretary

APPROVED AS TO FORM:

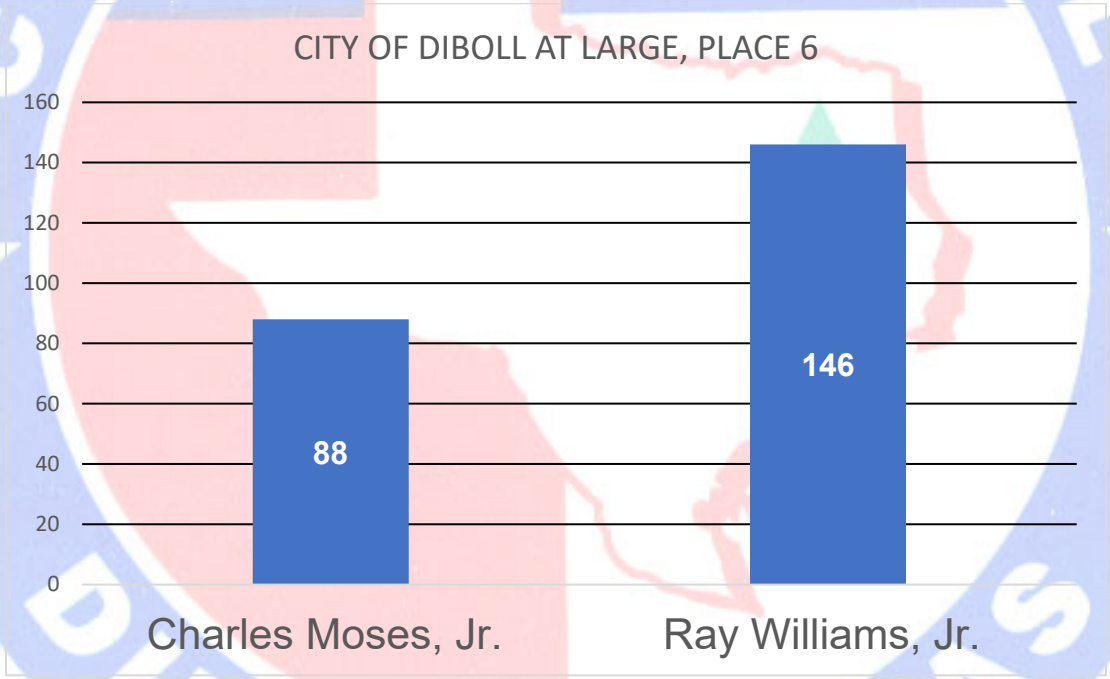
_____
John Sloan, City Attorney

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CITY OF DIBOLL

MAY 7, 2022 ELECTION RESULTS

ANGELINA COUNTY



234 VOTES TOTAL

CITY OF DIBOLL AT LARGE, PLACE 6 RACE

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Form #2204 Rev 9/2017 **Submit to:** **SECRETARY OF STATE** **Government Filings Section** **P O Box 12887** **Austin, TX 78711-2887** **512-463-6334** **FAX 512-463-5569** **Filing Fee: None**	**This space reserved for office use** **OATH OF OFFICE**

IN THE NAME AND BY THE AUTHORITY OF THE STATE OF TEXAS,
I, Trey Wilkerson , do solemnly swear (or affirm), that I will faithfully execute the duties of the office of Mayor for the City of Diboll of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State, so help me God.

Signature of Officer

Certification of Person Authorized to Administer Oath

State of Texas

County of Angelina

Sworn to and subscribed before me on this 10th day of May, 20 22 .

(Affix Notary Seal, only if oath administered by a notary.)

Signature of Notary Public or
Signature of Other Person Authorized to Administer An Oath

Printed or Typed Name

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Form #2204 Rev 9/2017 **Submit to:** **SECRETARY OF STATE** **Government Filings Section** **P O Box 12887** **Austin, TX 78711-2887** **512-463-6334** **FAX 512-463-5569** **Filing Fee: None**	**This space reserved for office use** **OATH OF OFFICE**

IN THE NAME AND BY THE AUTHORITY OF THE STATE OF TEXAS,
I, Luis Maldonado , do solemnly swear (or affirm), that I will faithfully execute the duties of the office of Council, District 2 of the City of Diboll of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State, so help me God.

Signature of Officer

Certification of Person Authorized to Administer Oath

State of Texas

County of Angelina

Sworn to and subscribed before me on this 10th day of May, 20 22 .

(Affix Notary Seal, only if oath administered by a notary.)

Signature of Notary Public or
Signature of Other Person Authorized to Administer An Oath

Printed or Typed Name

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Form #2204 Rev 9/2017 **Submit to:** **SECRETARY OF STATE** **Government Filings Section** **P O Box 12887** **Austin, TX 78711-2887** **512-463-6334** **FAX 512-463-5569** **Filing Fee: None**	**This space reserved for office use**

OATH OF OFFICE

IN THE NAME AND BY THE AUTHORITY OF THE STATE OF TEXAS,
I, Daniel Lopez , do solemnly swear (or affirm), that I will faithfully execute the duties of the office of Council, District 4 of the City of Diboll of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State, so help me God.

Signature of Officer

Certification of Person Authorized to Administer Oath

State of Texas

County of Angelina

Sworn to and subscribed before me on this 10th day of May, 20 22 .

(Affix Notary Seal, only if oath administered by a notary.)

Signature of Notary Public or
Signature of Other Person Authorized to Administer An Oath

Printed or Typed Name

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Form #2204 Rev 9/2017 **Submit to:** **SECRETARY OF STATE** **Government Filings Section** **P O Box 12887** **Austin, TX 78711-2887** **512-463-6334** **FAX 512-463-5569** **Filing Fee: None**	**This space reserved for office use** **OATH OF OFFICE**

IN THE NAME AND BY THE AUTHORITY OF THE STATE OF TEXAS,
I, Ray C. Williams, Jr. , do solemnly swear (or affirm), that I will faithfully execute the duties of the office of Council, At-Large Place 6 for the City of Diboll of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State, so help me God.

Signature of Officer

Certification of Person Authorized to Administer Oath

State of Texas

County of Angelina

Sworn to and subscribed before me on this 10th day of May, 20 22 .

(Affix Notary Seal, only if oath administered by a notary.)

Signature of Notary Public or
Signature of Other Person Authorized to Administer An Oath

Printed or Typed Name

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DIBOLL CITY COUNCIL
NOMINATIONS FOR MAYOR PRO TEM:

	Name	# of VOTES
1)	_____	_____
2)	_____	_____
3)	_____	_____

_____
Trey Wilkerson, Mayor

May 18, 2022

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NOTICE OF MEETING
OF THE
CITY OF DIBOLL CITY COUNCIL

The City Council will meet in a regular session meeting in the City Hall Council Chambers, located at 400 Kenley, Diboll, Texas, on Tuesday, June 14, at 5:15p.m.

Call to Order

Invocation

Pledge of Allegiance

CITIZENS PRESENTATION: (Limited to 3 minutes)
This item provides the opportunity to address the City Council on any matter whether or not it is posted on the agenda. However, in accordance with the Texas Open Meetings Act, Section 551.041, the Council cannot discuss, deliberate, or take any action on matters not listed on the agenda. At this time, the Council will receive citizen comments, and if necessary, may refer the matter to City staff for research, resolution, or referral to Council on a future agenda.

Item #1: CONSENT AGENDA: All matters listed under Consent Agenda are considered to be routine by the City Council and will be enacted by one motion. There will not be separate discussion. If discussion is desired, that item will be removed from the consent agenda and will be considered separately. Consider approval of the following reports:

a. Minutes from May 10, 2022, Regular Session Meeting
b. Minutes from May 18, 2022 City Council Special Called Meeting
c. Financial Statement for May 2022
d. 12-Month Attendance Record for May 2022

Item #2: Consideration and possible action to approve Resolution 2022-06-002 authorizing the suspension of proposed rates and the intervention of the Public Utility Commission proceeding involving the request to increase electric rates of Oncor Electric.

Item #3: Consideration and possible action to approve Interlocal Dispatch Agreement between the City of Lufkin and the City of Diboll.

Item #4: Consideration and possible action to approve extending the current General Services Agreement between KSA Engineering and the City of Diboll.

Item #5: Consideration and possible action to approve a Professional Services Agreement between KSA Engineering and the City of Diboll regarding project administration/project delivery services for Coronavirus Local Fiscal Recovery Fund programs.

Item #6: Consideration and possible action to appoint a board member for Deep East Texas Council of Governments & Economic Development District (DETCOG) Board.

Item #7: Discussion and possible action to approve the appointment of members to the Planning and Zoning Commission.

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Item #8: Consideration and possible action to adopt Resolution 2022-06-003 appointing Mike Terrell – Diboll ISD Board Member, as the joint appointment between the City of Diboll and Diboll Independent School District to the Angelina County Appraisal District Board of Trustees.

Item #9: Consideration and possible action to approve updating and extending the current Interlocal Agreement between Deep East Texas Self Insurance Fund (DETSIF) and the City of Diboll.

Item #10: DEPARTMENT HEAD REPORTS

a. Fire Department Report
b. Police Department Report
c. Public Works Report
d. Finance & Court
e. City Manager Report

Adjournment

Note: Mayor and Council Reports on Items of Community Interest- Pursuant to Texas Government Code Section 551.0415 the City Council may report on the following items (1) expression of thanks, congratulations, or condolences; (2) information about holiday schedules; (3) recognition of individuals; (4) reminders about upcoming City Council events; (5) information about community events; (6) announcements involving imminent threat to public health and safety.

I certify that this Notice of Meeting was posted in a glass-enclosed case in front of City Hall at 400 Kenley Street, Diboll, Texas, and available for viewing by the public prior to 5:15 p.m. on June 10, 2022, as well as at the City's website.

Rosa M. Olvera - City Secretary
Posted: 6/10/2022

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MINUTES OF THE GOVERNING BODY OF THE CITY OF DIBOLL, TEXAS REGULAR SESSION MEETING ON TUESDAY, MAY 10, 2022, AT 5:15 P.M., IN THE DIBOLL CITY HALL CHAMBERS.

COUNCIL PRESENT

Mayor Trey Wilkerson, Mayor Pro Tem Daniel Lopez, Councilmembers Benita Sheffield Duffield, Brian Moreno, Charles Moses, Sr., Luis Maldonado, and Ruben Terrazas.

COUNCIL ABSENT

None

STAFF PRESENT

City Manager Jason A. Arnold, City Secretary Rosa Olvera, Finance Director Sam Durham, Chief of Police Michael Skillern, Public Works Director Joshua Richard, Fire Chief Aaron Smith and Code Compliance Official Tino Lopez.

Call to Order: Mayor Trey Wilkerson called the meeting to order at 5:15 p.m.

Mayor Wilkerson gave the invocation, then led the Pledge of Allegiance which was recited by those in attendance.

CITIZENS PRESENTATION: (Limited to 3 minutes)
This item provides the opportunity to address the City Council on any matter whether or not it is posted on the agenda. However, in accordance with the Texas Open Meetings Act, Section 551.041, the Council cannot discuss, deliberate, or take any action on matters not listed on the agenda. At this time, the Council will receive citizen comments, and if necessary, may refer the matter to City staff for research, resolution, or referral to Council on a future agenda.

Numerous Citizens spoke regarding their view on the Livestock Ordinance and their opinion on the matter.

Item #1: Consideration and possible action to adopt Resolution 2022-05-001, approving the canvassing of the May 7, 2022 general election, contended by the Canvassing Committee.

Awaiting official results from Angelina County to complete canvassing of election. Special Called Meeting will be scheduled.

Item #2: Oath of office administered to swear-in newly elected council members.

Awaiting official results from Angelina County to complete canvassing of election. Special Called Meeting will be scheduled.

Item #3: Oath of office administered to newly hired Police Officers.

Chief Skillern introduced both Officer Ray and Officer Boots and Mayor Trey Wilkerson administered the Oath of Office.

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Item #4: CONSENT AGENDA: All matters listed under Consent Agenda are considered to be routine by the City Council and will be enacted by one motion. There will not be separate discussion. If discussion is desired, that item will be removed from the consent agenda and will be considered separately. Consider approval of the following reports:

a. Minutes from April 12, 2022, Regular Session Meeting
b. Financial Statement for April 2022
c. 12-Month Attendance Record for April 2022

Luis Maldonado made a motion to approve and Brian Moreno second.
All in Favor, none opposed, motion carries.

Item #5: Consideration and possible action to nominate and vote for a Mayor Pro Tem.

Awaiting official results from Angelina County to complete canvassing of election. Special Called Meeting will be scheduled.

Item #6: Consideration and possible action to approve Ordinance 2022-05-001 for the fifth amendment to the 2021-2022 Operating Budget.

Ruben Terrazas made a motion to approve and Brian Moreno second.
All in Favor, none opposed, motion carries.

Item #7: Consideration and possible action to approve the City of Diboll Investment Policy.

Luis Maldonado made a motion to approve and Benita Sheffield Duffield second.
All in Favor, none opposed, motion carries.

Item #8: Consideration and possible action to approve Resolution 2022-05-002 supporting approval of Diboll Police Departments submission for the motor vehicle crime prevention auxiliary grant ("MAG") program.

Daniel Lopez made a motion to approve and Luis Maldonado second.
All in Favor, none opposed, motion carries.

Item #9: Consideration and possible action to approve FY 2021-2022 Diboll Volunteer Fire Department Stipend Schedule**.**

Brian Moreno made a motion to approve and Charles Moses, Sr. second with edits to wording on payments. All in Favor, none opposed, motion carries.

Item #10: Consideration and possible action to approve amending Resolution 2021-02-003 for a Police Department Grant.

Daniel Lopez made a motion to approve and Brian Moreno second.
All in Favor, none opposed, motion carries.

Item #11: Consideration and possible action to approve Ordinance 2022-04-001; modification of the City of Diboll's Ordinance pertaining to livestock.

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Ruben Terrazas made a motion to approve and Brian Moreno second.
All in Favor, none opposed, motion carries.

Item #12: DEPARTMENT HEAD REPORTS

a. Fire Department Report
b. Police Department Report
c. Public Works Department Report
d. Finance Department Report
e. City Manager Report

Adjournment

Mayor Wilkerson called to adjourn at 7:01 pm

Minutes of the May 10, 2022 Regular Session Meeting approved by council on this the 14th day of June, 2022

_____

Trey Wilkerson, Mayor

ATTEST BY:

_____

Rosa M. Olvera, City Secretary

STATE OF TEXAS §
ANGELINA COUNTY §
CITY OF DIBOLL §

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MINUTES OF THE GOVERNING BODY OF THE CITY OF DIBOLL, TEXAS SPECIAL CALLED MEETING ON WEDNESDAY, MAY 18, 2022, AT 5:15 P.M., IN THE DIBOLL CITY HALL CHAMBERS.

COUNCIL PRESENT

Mayor Trey Wilkerson, Mayor Pro Tem Daniel Lopez, Councilmembers Benita Sheffield Duffield, Brian Moreno, Charles Moses, Sr. and Luis Maldonado.

COUNCIL ABSENT

Ruben Terrazas

STAFF PRESENT

City Manager Jason A. Arnold, City Secretary Rosa Olvera and Finance Director Sam Durham.

Call to Order: Mayor Trey Wilkerson called the meeting to order at 5:15 p.m.

Mayor Wilkerson gave the invocation, then led the Pledge of Allegiance which was recited by those in attendance.

CITIZENS PRESENTATION: (Limited to 3 minutes)
This item provides the opportunity to address the City Council on any matter whether or not it is posted on the agenda. However, in accordance with the Texas Open Meetings Act, Section 551.041, the Council cannot discuss, deliberate, or take any action on matters not listed on the agenda. At this time, the Council will receive citizen comments, and if necessary, may refer the matter to City staff for research, resolution, or referral to Council on a future agenda.

None

Item #1: Consideration and possible action to adopt Resolution 2022-05-001, approving the canvassing of the May 7, 2022 general election, contended by the Canvassing Committee.

Brian Moreno made a motion to approve and Charles Moses, Sr. second.
All in Favor, none opposed, motion carries.

Item #2: Oath of office administered to swear-in newly elected council members.

City Secretary Rosa Olvera administered the Oath of Office and sworn in newly elected council Trey Wilkerson, Luis Maldonado, Daniel Lopez and Ray Williams, Jr. New Council immediately took office at this time.

Item #3: Consideration and possible action to nominate and vote for a Mayor Pro Tem.

Daniel Lopez was nominated by Luis Maldonado and Benita Sheffield Duffield.
Benita Sheffield Duffield was nominated by Ray Williams, Jr.
Benita Sheffield Duffield respectfully declined.

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Luis Maldonado made a motion to approve Daniel Lopez Mayor Pro Tem and Ray Williams, Jr. second. All in Favor, none opposed, motion carries.

Adjournment

Mayor Wilkerson called to adjourn at 5:25 pm

Minutes of the May 18, 2022 Special Called Meeting approved by council on this the 14th day of June, 2022

_____

Trey Wilkerson, Mayor

ATTEST BY:

_____

Rosa M. Olvera, City Secretary

STATE OF TEXAS §
ANGELINA COUNTY §
CITY OF DIBOLL §

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City of Diboll
Financial Statement
As of May 31, 2022

6/10/2022 10:58 AM

01 - General Fund	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Revenue Summary							
Licenses & Permits	3,145.97	1,781.08	1,364.89	17,012.55	16,677.09	102.01%	(335.46)
Fines and Fees	27,706.64	37,835.16	(10,128.52)	286,820.43	477,661.54	60.05%	190,841.11
Franchise Tax	31,032.36	33,333.33	(2,300.97)	88,948.51	400,000.00	22.24%	311,051.49
Property Tax	8,129.51	113,020.59	(104,891.08)	1,275,188.44	1,289,947.73	98.86%	14,759.29
Sales Tax	62,096.81	52,458.25	9,638.56	436,396.19	629,499.03	69.32%	193,102.84
Interest	290.34	363.99	(73.65)	2,047.79	3,278.32	62.46%	1,230.53
Charges for Service	2,250.00	816.67	1,433.33	8,250.00	7,000.00	117.86%	(1,250.00)
Miscellaneous	200.00	7,728.71	(7,528.71)	68,533.20	67,768.30	101.13%	(764.90)
Contributions & Grants	0.00	10,850.00	(10,850.00)	0.00	54,250.00	0.00%	54,250.00
Revenue Totals	134,851.63	258,187.78	(123,336.15)	2,183,197.11	2,946,082.01	74.11%	762,884.90
Expense Summary							
Insurance	0.00	6,158.37	(6,158.37)	65,898.20	68,003.82	96.90%	2,105.62
Fines & Fees	0.00	(5.67)	5.67	259.49	240.00	108.12%	(19.49)
Administrative	6,285.41	58,460.62	(52,175.21)	102,025.76	440,578.18	23.16%	338,552.42
Capital Purchase	0.00	10,268.41	(10,268.41)	97,617.42	102,913.87	94.85%	5,296.45
Contractual & Professional Services	11,431.91	19,055.17	(7,623.26)	143,450.31	216,288.90	66.32%	72,838.59
Intergov't Contracts	1,750.00	3,049.12	(1,299.12)	28,405.78	48,505.90	58.56%	20,100.12
Project Expense	1,800.00	16,800.00	(15,000.00)	1,800.00	84,000.00	2.14%	82,200.00
Utility	3,245.06	3,968.70	(723.64)	43,274.78	72,438.12	59.74%	29,163.34
Repairs & Maintenance	7,467.66	19,655.65	(12,187.99)	115,141.30	177,313.60	64.94%	62,172.30
Materials & Supplies	13,098.23	13,283.81	(185.58)	82,183.60	163,378.11	50.30%	81,194.51
Miscellaneous	1,731.74	62.71	1,669.03	1,857.99	1,246.86	149.01%	(611.13)
	150,817.79	206,492.22	(55,674.43)	1,293,559.51	2,242,544.27	57.68%	948,984.76
Personnel	1,883.00	(3,536.81)	5,419.81	11,491.92	7,537.40	152.47%	(3,954.52)
Transfers	0.00	(106,593.60)	106,593.60	(423,935.86)	(733,808.55)	57.77%	(309,872.69)
Grant Expense	27,125.00	10,850.00	16,275.00	27,125.00	54,250.00	50.00%	27,125.00
Expense Totals	226,635.80	257,968.70	(31,332.90)	1,590,155.20	2,945,430.48	53.99%	1,355,275.28

NOTE: Several Amounts in the Annual Budget Column DO NOT reflect 2021-2022 Budget Amendment No. 05, Fundview is working to resolve the issue.

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City of Diboll
Financial Statement
As of May 31, 2022

6/10/2022 10:58 AM

02 - Utility Fund	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Revenue Summary							
Charges for Service	208,764.53	224,114.41	(15,349.88)	1,737,306.67	2,689,373.00	64.60%	952,066.33
Miscellaneous	1,066.27	1,383.98	(317.71)	4,821.03	6,919.94	69.67%	2,098.91
Penalties & Interest	15,254.07	4,497.50	10,756.57	107,542.76	35,175.00	305.74%	(72,367.76)
Fines and Fees	231.75	275.69	(43.94)	1,924.58	1,961.82	98.10%	37.24
Interest	191.31	7.91	183.40	482.00	272.88	176.63%	(209.12)
Revenue Totals	225,507.93	230,279.49	(4,771.56)	1,852,077.04	2,733,702.64	67.75%	881,625.60
Expense Summary							
Insurance	0.00	1,943.20	(1,943.20)	25,081.89	24,617.73	101.89%	(464.16)
Administrative	827.00	4,161.57	(3,334.57)	40,028.06	45,351.68	88.26%	5,323.62
Contractual & Professional Services	62,523.48	64,007.82	(1,484.34)	584,877.43	814,214.74	71.83%	229,337.31
Utility	10,505.66	9,657.10	848.56	88,008.72	137,080.38	64.20%	49,071.66
Repairs & Maintenance	5,639.93	20,671.79	(15,031.86)	76,218.59	212,033.98	35.95%	135,815.39
Materials & Supplies	8,360.01	12,972.83	(4,612.82)	109,422.98	156,010.00	70.14%	46,587.02
Payroll Expense	38,453.12	27,735.31	10,717.81	304,120.54	454,709.21	66.88%	150,588.67
Personnel	0.00	(500.01)	500.01	3,410.78	3,800.00	89.76%	389.22
Note Expense	0.00	2,869.82	(2,869.82)	34,437.78	34,437.78	100.00%	0.00
Fines & Fees	0.00	1,412.38	(1,412.38)	4,742.71	10,911.94	43.46%	6,169.23
Capital Purchase	0.00	5,833.62	(5,833.62)	44,711.90	68,336.48	65.43%	23,624.58
Intergov't Contracts	11.92	(4,666.67)	4,678.59	2,567.23	0.00	0.00%	(2,567.23)
Transfers	0.00	78,824.77	(78,824.77)	611,638.52	751,607.56	81.38%	139,969.04
Expense Totals	126,321.12	224,923.53	(98,602.41)	1,929,267.13	2,713,111.48	71.11%	783,844.35

NOTE: Several Amounts in the Annual Budget Column DO NOT reflect 2021-2022 Budget Amendment No. 05, Fundview is working to resolve the issue.

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City of Diboll
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03 - Recreation Fund	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Revenue Summary							
Fines and Fees	21.00	9.60	11.40	45.00	48.00	93.75%	3.00
Rentals & Leases	6,381.78	7,302.95	(921.17)	41,901.17	65,762.71	63.72%	23,861.54
Charges for Service	0.00	0.00	0.00	288.92	0.00	0.00%	(288.92)
Revenue Totals	6,402.78	7,312.55	(909.77)	42,235.09	65,810.71	64.18%	23,575.62
Expense Summary							
Insurance	0.00	46.15	(46.15)	600.13	587.88	102.08%	(12.25)
Administrative	217.85	(321.25)	539.10	1,016.90	975.00	104.30%	(41.90)
Contractual & Professional Services	0.00	717.49	(717.49)	560.00	7,310.00	7.66%	6,750.00
Utility	4,239.56	4,305.70	(66.14)	32,100.79	53,210.48	60.33%	21,109.69
Repairs & Maintenance	264.75	908.34	(643.59)	14,156.92	16,500.00	85.80%	2,343.08
Materials & Supplies	0.00	(38.33)	38.33	299.97	100.00	299.97%	(199.97)
Payroll Expense	2,811.92	4,398.27	(1,586.35)	25,728.65	44,582.53	57.71%	18,853.88
Transfers	0.00	1,404.57	(1,404.57)	(86,780.00)	(43,598.78)	199.04%	43,181.22
Expense Totals	7,534.08	11,420.94	(3,886.86)	(12,316.64)	79,667.11	-15.46%	91,983.75

NOTE: Several Amounts in the Annual Budget Column DO NOT reflect 2021-2022 Budget Amendment No. 05, Fundview is working to resolve the issue.

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04 - Equipment Fund	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Expense Summary							
Transfers	0.00	1,916.67	(1,916.67)	23,000.00	23,000.00	100.00%	0.00
Expense Totals	0.00	1,916.67	(1,916.67)	23,000.00	23,000.00	100.00%	0.00

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05 - Restricted Fund	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Revenue Summary							
Miscellaneous	0.00	(613.44)	613.44	366.40	(1,667.20)	(21.98%)	(2,033.60)
Donations	0.00	360.00	(360.00)	900.00	1,800.00	50.00%	900.00
Contributions & Grants	0.00	9,325.00	(9,325.00)	111,900.00	111,900.00	100.00%	0.00
Revenue Totals	0.00	9,071.56	(9,071.56)	113,166.40	112,032.80	101.01%	(1,133.60)
Expense Summary							
Grant Expense	97.00	(5,765.92)	5,862.92	21,340.87	36,445.40	58.56%	15,104.53
Project Expense	0.00	(208.69)	208.69	(916.75)	298.22	(307.41%)	1,214.97
Miscellaneous	0.00	146.56	(146.56)	0.00	732.80	0.00%	732.80
Transfers	0.00	14,891.26	(14,891.26)	0.00	74,456.38	0.00%	74,456.38
Expense Totals	97.00	9,063.21	(8,966.21)	20,424.12	111,932.80	18.25%	91,508.68

NOTE: Several Amounts in the Annual Budget Column DO NOT reflect 2021-2022 Budget Amendment No. 05, Fundview is working to resolve the issue.

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06 - Hotel/Motel Tax Fund	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Revenue Summary							
Hotel Motel Tax	4,056.00	1,666.67	2,389.33	15,771.31	20,000.00	78.86%	4,228.69
Revenue Totals	4,056.00	1,666.67	2,389.33	15,771.31	20,000.00	78.86%	4,228.69
Expense Summary							
Administrative	0.00	(1,266.67)	1,266.67	0.00	(4,000.00)	0.00%	(4,000.00)
Transfers	0.00	4,967.61	(4,967.61)	30,420.00	38,240.00	79.55%	7,820.00
Expense Totals	0.00	3,700.94	(3,700.94)	30,420.00	34,240.00	88.84%	3,820.00

NOTE: Several Amounts in the Annual Budget Column DO NOT reflect 2021-2022 Budget Amendment No. 05, Fundview is working to resolve the issue.

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07 - Seized Fund	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Revenue Summary							
Interest	0.32	1.10	(0.78)	3.35	5.54	60.47%	2.19
Revenue Totals	0.32	1.10	(0.78)	3.35	5.54	60.47%	2.19
Expense Summary							
Transfers	0.00	940.62	(940.62)	7,525.00	7,525.00	100.00%	0.00
Expense Totals	0.00	940.62	(940.62)	7,525.00	7,525.00	100.00%	0.00

NOTE: Several Amounts in the Annual Budget Column DO NOT reflect 2021-2022 Budget Amendment No. 05, Fundview is working to resolve the issue.

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09 - MC Security Fund	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Revenue Summary							
Fines and Fees	635.78	1,194.67	(558.89)	7,680.65	8,890.02	86.40%	1,209.37
Contributions & Grants	0.00	4,320.00	(4,320.00)	0.00	21,600.00	0.00%	21,600.00
Revenue Totals	635.78	5,514.67	(4,878.89)	7,680.65	30,490.02	25.19%	22,809.37
Expense Summary							
Grant Expense	0.00	1,374.55	(1,374.55)	0.00	8,400.00	0.00%	8,400.00
Utility	19,596.88	947.42	18,649.46	20,674.29	19,292.74	107.16%	(1,381.55)
Transfers	0.00	6,554.91	(6,554.91)	5,000.00	35,691.28	14.01%	30,691.28
Expense Totals	19,596.88	8,876.88	10,720.00	25,674.29	63,384.02	40.51%	37,709.73

NOTE: Several Amounts in the Annual Budget Column DO NOT reflect 2021-2022 Budget Amendment No. 05, Fundview is working to resolve the issue.

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10 - MC Tech Fund	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Revenue Summary							
Fines and Fees	600.45	500.00	100.45	6,885.54	6,000.00	114.76%	(885.54)
Revenue Totals	600.45	500.00	100.45	6,885.54	6,000.00	114.76%	(885.54)
Expense Summary							
Utility	0.00	125.76	(125.76)	2,165.39	3,820.18	56.68%	1,654.79
Materials & Supplies	0.00	277.73	(277.73)	0.00	3,055.00	0.00%	3,055.00
Transfers	0.00	3,331.43	(3,331.43)	23,320.00	23,320.00	100.00%	0.00
Expense Totals	0.00	3,734.92	(3,734.92)	25,485.39	30,195.18	84.40%	4,709.79

NOTE: Several Amounts in the Annual Budget Column DO NOT reflect 2021-2022 Budget Amendment No. 05, Fundview is working to resolve the issue.

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11 - PEG Fund	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Revenue Summary							
Franchise Tax	1,075.08	291.67	783.41	3,304.10	3,500.00	94.40%	195.90
Revenue Totals	1,075.08	291.67	783.41	3,304.10	3,500.00	94.40%	195.90

NOTE: Several Amounts in the Annual Budget Column DO NOT reflect 2021-2022 Budget Amendment No. 05, Fundview is working to resolve the issue.

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12 - Red Light Fund	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Revenue Summary							
Interest	8.14	18.72	(10.58)	61.24	93.68	65.37%	32.44
Revenue Totals	8.14	18.72	(10.58)	61.24	93.68	65.37%	32.44
Expense Summary							
Transfers	0.00	2,272.73	(2,272.73)	25,000.00	25,000.00	100.00%	0.00
Expense Totals	0.00	2,272.73	(2,272.73)	25,000.00	25,000.00	100.00%	0.00

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13 - Debt Service Fund	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Revenue Summary							
Property Tax	987.06	9,484.90	(8,497.84)	135,451.05	128,956.18	105.04%	(6,494.87)
Interest	24.61	0.00	24.61	103.55	0.00	0.00%	(103.55)
Revenue Totals	1,011.67	9,484.90	(8,473.23)	135,554.60	128,956.18	105.12%	(6,598.42)
Expense Summary							
Bond Expense	0.00	37,144.54	(37,144.54)	377,942.90	474,337.80	79.68%	96,394.90
Fines & Fees	0.00	100.83	(100.83)	300.00	650.00	46.15%	350.00
Transfers	0.00	(29,675.32)	29,675.32	(378,228.00)	(369,009.56)	102.50%	9,218.44
Note Expense	0.00	1,914.83	(1,914.83)	0.00	22,978.00	0.00%	22,978.00
Expense Totals	0.00	9,484.88	(9,484.88)	14.90	128,956.24	0.01%	128,941.34

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14 - Endowment Fund	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Revenue Summary							
Interest	0.00	1,099.90	(1,099.90)	0.00	9,184.30	0.00%	9,184.30
Revenue Totals	0.00	1,099.90	(1,099.90)	0.00	9,184.30	0.00%	9,184.30
Expense Summary							
Transfers	0.00	1,099.90	(1,099.90)	0.00	9,184.30	0.00%	9,184.30
Expense Totals	0.00	1,099.90	(1,099.90)	0.00	9,184.30	0.00%	9,184.30

NOTE: Several Amounts in the Annual Budget Column DO NOT reflect 2021-2022 Budget Amendment No. 05, Fundview is working to resolve the issue.

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15 - Road Maintenance Fund	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Expense Summary							
Repairs & Maintenance	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
Transfers	0.00	4,287.98	(4,287.98)	0.00	13,541.00	0.00%	13,541.00
Expense Totals	0.00	4,287.98	(4,287.98)	0.00	13,541.00	0.00%	13,541.00

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16 - MC Local Truancy Prevention & Diversion Fund	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Revenue Summary							
Fines and Fees	487.91	583.33	(95.42)	6,616.15	7,000.00	94.52%	383.85
Revenue Totals	487.91	583.33	(95.42)	6,616.15	7,000.00	94.52%	383.85
Expense Summary							
Contractual & Professional Services	0.00	(2,827.27)	2,827.27	0.00	(9,000.00)	0.00%	(9,000.00)
Expense Totals	0.00	(2,827.27)	2,827.27	0.00	(9,000.00)	0.00%	(9,000.00)

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17 - MC Municipal Jury Fund	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Revenue Summary							
Fines and Fees	9.72	10.00	(0.28)	132.16	120.00	110.13%	(12.16)
Revenue Totals	9.72	10.00	(0.28)	132.16	120.00	110.13%	(12.16)

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18 - Keep Diboll Beautiful	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Revenue Summary							
Contributions & Grants	0.00	1,047.93	(1,047.93)	12,575.19	12,575.19	100.00%	0.00
Donations	0.00	1,875.00	(1,875.00)	15,000.00	15,000.00	100.00%	0.00
Revenue Totals	0.00	2,922.93	(2,922.93)	27,575.19	27,575.19	100.00%	0.00
Expense Summary							
Project Expense	632.97	2,922.93	(2,289.96)	17,733.81	27,575.19	64.31%	9,841.38
Expense Totals	632.97	2,922.93	(2,289.96)	17,733.81	27,575.19	64.31%	9,841.38

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50 - Restricted Project Fund	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Expense Summary							
Transfers	0.00	(17,097.63)	17,097.63	(292,600.00)	(292,600.00)	100.00%	0.00
Expense Totals	0.00	(17,097.63)	17,097.63	(292,600.00)	(292,600.00)	100.00%	0.00

NOTE: Several Amounts in the Annual Budget Column DO NOT reflect 2021-2022 Budget Amendment No. 05, Fundview is working to resolve the issue.

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DIBOLL CITY COUNCIL
12-MONTH ATTENDANCE RECORD

Council Member	5/4/21	5/11/21	5/17/2021	5/20/2021	5/27/21	6/8/2012	7/13/212	7/20/21	8/10/21	8/24/212	9/14/21	9/21/21
Brian Moreno	0	0	0	0	0	0	0	0	0	0	0	0
Ruben Terrazas	0	0	0	0	0	0	1	1	0	0	0	0
Daniel Lopez	0	0	0	0	0	0	0	0	0	0	0	0
Ray Williams, Jr.												
Benita Sheffield Duffield	0	0	0	0	1	0	0	0	0	0	0	0
Luis Maldonado	0	0	0	0	0	0	1	1	0	1	0	0
Trey Wilkerson	0	0	0	0	0	0	0	0	0	0	0	0
Total Absences	**0**	**0**	**0**	**0**	**1**	**0**	**2**	**2**	**0**	**1**	**0**	**0**

Council Member	9/30/21	10/6/21	10/12/2021	11/9/21	12/14/21	1/11/2022	2/8/2022	3/8/2022	4/12/2022	5/10/2022	5/18/2022	TOTAL TO-DATE
Brian Moreno	0	0	0	0	0	0	0	0	0	0	0	**0**
Ruben Terrazas	0	0	0	0	0	0	0	0	0	0	1	**3**
Daniel Lopez	0	0	0	0	1	0	1	0	0	0	0	**2**
Ray Williams, Jr.											0	**0**
Benita Sheffield Duffield	0	0	0	0	0	0	0	0	0	0	0	**1**
Luis Maldonado	0	0	0	0	1	0	0	0	0	0	0	**4**
Trey Wilkerson	0	0	0	0	0	0	0	0	0	0	0	**0**
Total Absences	**0**	**0**	**0**	**0**	**2**	**0**	**1**	**0**	**0**	**0**	**1**	**10**

Rosa M. Olvera - City Secretary

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J. Michael Sherburne
Vice President - Regulatory

April 8, 2022

City of Diboll
P O Box 340
Diboll, TX 75941-0340

TO THE HONORABLE GOVERNING BODY OF THE CITY OF DIBOLL:

Please be advised Oncor Electric Delivery Company LLC intends to file with the Public Utility Commission of Texas ("Commission") and each municipality with original rate-setting jurisdiction in its service area a statement of intent to change rates. Oncor will make the filing no earlier than May 11, 2022.

This notice is being provided to you as required by Section 33.024(a) of the Public Utility Regulatory Act, and no action is required in response to this letter. If your municipality has ceded its original rate-setting jurisdiction to the Commission, this information is being provided to you as a courtesy.

If you have any questions, please contact your local manager or myself.

Sincerely,

J. Michael Sherburne

Oncor
1616 Woodall Rodgers Freeway
Dallas, Texas 75202
Tel: 214.486.4981
mike.sherburne@oncor.com

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ONCOR

J. Michael Sherburne
Vice President
Regulatory

May 13, 2022

City of Diboll
400 Kenley
Diboll, TX 75941-0340

To the Honorable Mayor for the City of Diboll:

Attached for filing please find a Petition and Statement of Intent of Oncor Electric Delivery Company LLC ("Oncor") for Authority to Change Rates in accordance with PURA §§ 36.102 and 36.157. This rate request is identical to those being filed today with other regulatory authorities and affects all customers served by Oncor.

Enclosed is a single volume that contains the Petition and Statement of Intent filed with the Public Utility Commission of Texas ("Commission") (including a Summary of Electric Delivery Revenues by Rate Class), proposed tariffs, and summaries of direct testimony.

As a regulatory authority with jurisdiction over Oncor's rates, operations and services within your city limits, Oncor is requesting that the City take action with regard to this rate change request as expeditiously as possible. If the City does not act to either suspend the effective date for 90 days or take a final action prior to the effective date of June 17, 2022, the rates would be considered approved by operation of law. It is Oncor's intent to have system-wide rates in effect and towards that end intends to appeal to the Commission any action taken by the City, and request consolidation into one proceeding at the Commission. Once the appeal is granted, the City would have standing as a party to participate fully in the proceeding at the Commission.

Should you have any questions concerning this filing, or would like to request a copy of the full 12 volume rate filing package, please contact your Oncor local area manager.

Very truly yours,

J Michael Sherburne

1616 Woodall Rodgers Freeway, Dallas, Texas 75202
214.486.4981. | Oncor.com

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Receipt Acknowledged by:

Rosa M. Olvera

Title: City Secretary

Date: 5/13/2022

City of Diboll

Petition and Statement of Intent of Oncor Electric Delivery Company LLC for Authority to Change Rates

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J. Michael Sherburne
Vice President - Regulatory

May 19, 2022

City of Diboll
P O Box 340
Diboll, TX 75941-0340

Re: *Application of Oncor Electric Delivery Company LLC for Authority to Change Rates*, PUC Docket No. 53601, SOAH Docket No. 473-22-2695 – Revised Notice

TO THE HONORABLE MAYOR OF THE CITY OF DIBOLL:

Oncor Electric Delivery Company LLC discovered a typographical error in the notice attached to its Petition and Statement of Intent (Exhibits 4 and 5) filed in the above-referenced proceeding. Please find attached the revised notices that correct the adjusted test-year revenues of $5,811 million to $5,560 million.

Please contact me if you have any questions.

Sincerely,

J. Michael Sherburne

Enclosures

Oncor
1616 Woodall Rodgers Freeway
Dallas, Texas 75202
Tel: 214.486.4981
mike.sherburne@oncor.com

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REVISED EXHIBIT 4

NOTICE OF RATE CHANGE REQUEST

Oncor Electric Delivery Company LLC ("Oncor") publishes this notice that on May 13, 2022, Oncor filed with the Public Utility Commission of Texas ("Commission") its Petition and Statement of Intent to Change Rates, a copy of which is kept at Oncor's office at 1616 Woodall Rodgers Freeway, Dallas, Texas 75202. This notice is being published pursuant to 16 Tex. Admin. Code § 22.51(a)(1).

Oncor's rate filing, based on the system-wide financial results for a 12-month test year ending on December 31, 2021, adjusted for known and measureable changes, supports a net increase in transmission and distribution rates of approximately $251 million over adjusted test-year revenues, or approximately a 4.5% increase over adjusted test-year revenues of $5,560 million. Test-year revenues have been adjusted to normalize billing units, to remove the revenues associated with Oncor's Energy Efficiency Cost Recovery Factor, and to increase test-year revenues to reflect Transmission Cost of Service ("TCOS") and Transmission Cost Recovery Factor ("TCRF") adjustments. TCOS revenue was adjusted to include the March 31, 2022 interim update rate at 2021 ERCOT 4CP. TCRF revenue was adjusted to equal the March 1, 2022 TCRF revenue requirement reflected on Line 2, Attachment A of Oncor's petition approved in Docket No. 52898 and further adjusted to include the effects of the 2021 ERCOT 4CP load approved in Docket No. 52989. If approved, the increased rates will be charged to Oncor's direct customers, all retail electric providers ("REPs"), in those portions of Oncor's service area under the original jurisdiction of the Commission. Each such REP is potentially affected by the proposed change. Depending on the REPs' actions, the end-use customer classes of such REPs are potentially affected by the proposed change. In addition, the result could be a change in Oncor's transmission cost of service rates, which would impact all load serving entities in the Electric Reliability Council of Texas. Oncor has requested a June 17, 2022 effective date for its proposed rate change.

Persons who wish to intervene in or comment upon these proceedings, in Docket No. 53601, *Application of Oncor Electric Delivery Company LLC for Authority to Change Rates*, should notify the Commission as soon as possible, as an intervention deadline will be imposed. A request to intervene or for further information should be mailed to the Public Utility Commission of Texas, P.O. Box 13326, Austin, Texas 78711-3326. Further information may also be obtained by calling the Commission at (512) 936-7120 or (888) 782-8477. Hearing- and speech-impaired individuals with text telephones (TTY) may contact the Commission at (512) 936-7136, toll free at (800) 735-2989 or 711. The deadline for intervention in the proceeding is 45 days after the date the application was filed with the Commission.

ONCOR ELECTRIC DELIVERY COMPANY LLC

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Oncor Electric Delivery
1616 Woodall Rodgers Frwy.
Dallas, Texas 75202

NOTICE OF RATE CHANGE REQUEST

May 13, 2022

Notice to all REPs Certified with the Commission:

On May 13, 2022, Oncor Electric Delivery Company LLC ("Oncor") filed with the Public Utility Commission of Texas ("Commission") its Petition and Statement of Intent to Change Rates, a copy of which is kept at Oncor's office at 1616 Woodall Rodgers Freeway, Dallas, Texas 75202.

Oncor's rate filing, based on the system-wide financial results for a 12-month test year ending on December 31, 2021, adjusted for known and measureable changes, supports a net increase in transmission and distribution rates of approximately $251 million over adjusted test-year revenues, or approximately a 4.5% increase over adjusted test-year revenues of $5,560 million. Test-year revenues have been adjusted to normalize billing units, to remove the revenues associated with Oncor's Energy Efficiency Cost Recovery Factor, and to increase test-year revenues to reflect Transmission Cost of Service ("TCOS") and Transmission Cost Recovery Factor ("TCRF") adjustments. TCOS revenue was adjusted to include the March 31, 2022 interim update rate at 2021 ERCOT 4CP. TCRF revenue was adjusted to equal the March 1, 2022 TCRF revenue requirement reflected on Line 2, Attachment A of Oncor's petition approved in Docket No. 52898 and further adjusted to include the effects of the 2021 ERCOT 4CP load approved in Docket No. 52989. If approved, the increased rates will be charged to Oncor's direct customers, all retail electric providers ("REPs"), in those portions of Oncor's service area under the original jurisdiction of the Commission. Each such REP is potentially affected by the proposed change. Depending on the REPs' actions, the end-use customer classes of such REPs are potentially affected by the proposed change. In addition, the result could be a change in Oncor's transmission cost of service rates, which would impact all load serving entities in the Electric Reliability Council of Texas. Oncor has requested a June 17, 2022 effective date for its proposed rate change.

Persons who wish to intervene in or comment upon these proceedings, in Docket No. 53601, *Application of Oncor Electric Delivery Company LLC for Authority to Change Rates*, should notify the Commission as soon as possible, as an intervention deadline will be imposed. A request to intervene or for further information should be mailed to the Public Utility Commission of Texas, P.O. Box 13326, Austin, Texas 78711-3326. Further information may also be obtained by calling the Commission at (512) 936-7120 or (888) 782-8477. Hearing- and speech-impaired individuals with text telephones (TTY) may contact the Commission at (512) 936-7136, toll free at (800) 735-2989 or 711. The deadline for intervention in the proceeding is 45 days after the date the application was filed with the Commission.

Oncor Electric Delivery Company LLC

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Oncor Electric Delivery
1616 Woodall Rodgers Frwy.
Dallas, Texas 75202

NOTICE OF RATE CHANGE REQUEST

May 13, 2022

Notice to Customers of Wholesale Transmission:

On May 13, 2022, Oncor Electric Delivery Company LLC ("Oncor") filed with the Public Utility Commission of Texas ("Commission") its Petition and Statement of Intent to Change Rates, a copy of which is kept at Oncor's office at 1616 Woodall Rodgers Freeway, Dallas, Texas 75202.

Oncor's rate filing, based on the system-wide financial results for a 12-month test year ending on December 31, 2021, adjusted for known and measureable changes, supports a net increase in transmission and distribution rates of approximately $251 million over adjusted test-year revenues, or approximately a 4.5% increase over adjusted test-year revenues of $5,560 million. Test-year revenues have been adjusted to normalize billing units, to remove the revenues associated with Oncor's Energy Efficiency Cost Recovery Factor, and to increase test-year revenues to reflect Transmission Cost of Service ("TCOS") and Transmission Cost Recovery Factor ("TCRF") adjustments. TCOS revenue was adjusted to include the March 31, 2022 interim update rate at 2021 ERCOT 4CP. TCRF revenue was adjusted to equal the March 1, 2022 TCRF revenue requirement reflected on Line 2, Attachment A of Oncor's petition approved in Docket No. 52898 and further adjusted to include the effects of the 2021 ERCOT 4CP load approved in Docket No. 52989. If approved, the increased rates will be charged to Oncor's direct customers, all retail electric providers ("REPs"), in those portions of Oncor's service area under the original jurisdiction of the Commission. Each such REP is potentially affected by the proposed change. Depending on the REPs' actions, the end-use customer classes of such REPs are potentially affected by the proposed change. In addition, the result could be a change in Oncor's transmission cost of service rates, which would impact all load serving entities in the Electric Reliability Council of Texas. Oncor has requested a June 17, 2022 effective date for its proposed rate change.

Persons who wish to intervene in or comment upon these proceedings, in Docket No. 53601, *Application of Oncor Electric Delivery Company LLC for Authority to Change Rates*, should notify the Commission as soon as possible, as an intervention deadline will be imposed. A request to intervene or for further information should be mailed to the Public Utility Commission of Texas, P.O. Box 13326, Austin, Texas 78711-3326. Further information may also be obtained by calling the Commission at (512) 936-7120 or (888) 782-8477. Hearing- and speech-impaired individuals with text telephones (TTY) may contact the Commission at (512) 936-7136, toll free at (800) 735-2989 or 711. The deadline for intervention in the proceeding is 45 days after the date the application was filed with the Commission.

Oncor Electric Delivery Company LLC

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Oncor Electric Delivery
1616 Woodall Rodgers Frwy.
Dallas, Texas 75202

NOTICE OF RATE CHANGE REQUEST

May 13, 2022

Notice to all Parties in PUC Docket 46957:

On May 13, 2022, Oncor Electric Delivery Company LLC ("Oncor") filed with the Public Utility Commission of Texas ("Commission") its Petition and Statement of Intent to Change Rates, a copy of which is kept at Oncor's office at 1616 Woodall Rodgers Freeway, Dallas, Texas 75202.

Oncor's rate filing, based on the system-wide financial results for a 12-month test year ending on December 31, 2021, adjusted for known and measureable changes, supports a net increase in transmission and distribution rates of approximately $251 million over adjusted test-year revenues, or approximately a 4.5% increase over adjusted test-year revenues of $5,560 million. Test-year revenues have been adjusted to normalize billing units, to remove the revenues associated with Oncor's Energy Efficiency Cost Recovery Factor, and to increase test-year revenues to reflect Transmission Cost of Service ("TCOS") and Transmission Cost Recovery Factor ("TCRF") adjustments. TCOS revenue was adjusted to include the March 31, 2022 interim update rate at 2021 ERCOT 4CP. TCRF revenue was adjusted to equal the March 1, 2022 TCRF revenue requirement reflected on Line 2, Attachment A of Oncor's petition approved in Docket No. 52898 and further adjusted to include the effects of the 2021 ERCOT 4CP load approved in Docket No. 52989. If approved, the increased rates will be charged to Oncor's direct customers, all retail electric providers ("REPs"), in those portions of Oncor's service area under the original jurisdiction of the Commission. Each such REP is potentially affected by the proposed change. Depending on the REPs' actions, the end-use customer classes of such REPs are potentially affected by the proposed change. In addition, the result could be a change in Oncor's transmission cost of service rates, which would impact all load serving entities in the Electric Reliability Council of Texas. Oncor has requested a June 17, 2022 effective date for its proposed rate change.

Persons who wish to intervene in or comment upon these proceedings, in Docket No. 53601, *Application of Oncor Electric Delivery Company LLC for Authority to Change Rates*, should notify the Commission as soon as possible, as an intervention deadline will be imposed. A request to intervene or for further information should be mailed to the Public Utility Commission of Texas, P.O. Box 13326, Austin, Texas 78711-3326. Further information may also be obtained by calling the Commission at (512) 936-7120 or (888) 782-8477. Hearing- and speech-impaired individuals with text telephones (TTY) may contact the Commission at (512) 936-7136, toll free at (800) 735-2989 or 711. The deadline for intervention in the proceeding is 45 days after the date the application was filed with the Commission.

Oncor Electric Delivery Company LLC

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APPLICATION OF ONCOR ELECTRIC DELIVERY COMPANY LLC FOR AUTHORITY TO CHANGE RATES	**§ § §**	**BEFORE THE GOVERNING BODY OF THE CITY OF DIBOLL**

PETITION AND STATEMENT OF INTENT OF ONCOR ELECTRIC DELIVERY COMPANY LLC FOR AUTHORITY TO CHANGE RATES

TO THE HONORABLE GOVERNING BODY OF THE CITY OF DIBOLL:

Oncor Electric Delivery Company LLC ("Oncor" or "Company"), an investor-owned electric utility within the terms of the Public Utility Regulatory Act, Texas Utilities Code Title 2 ("PURA"),[1] hereby submits this Petition and Statement of Intent ("Petition"), respectfully showing the following:

I. INTRODUCTION AND REQUESTED ACTION

In accordance with PURA §§ 36.102, 36.157, 16 Tex. Administrative Code §§ 22.243, 25.231, 25.247, and the Commission's order in Docket No. 52100,[2] Oncor files this Petition and related materials demonstrating that Oncor's existing rates do not permit the Company to recover its reasonable cost of service and earn a reasonable return.

The Company has prepared its filing on a system-wide basis and reflects Oncor's and Oncor Electric Delivery Company NTU LLC's ("Oncor NTU") cost of service on a consolidated basis. Oncor has prepared its filing using actual January 1, 2021 through December 31, 2021 test year books and records, adjusted for known and measurable changes, and using traditional and widely accepted ratemaking principles. The proposed revenue requirement and rate design are factually supported, and the Company strongly believes that an increase is appropriate and justified. Therefore, Oncor is hereby requesting that the Honorable Governing Body approve the changes in the Company's rates proposed in this proceeding. A detailed Summary of Electric Delivery Revenues by Rate Class is included as Exhibit 1 to this Petition. Simultaneous with this filing, Oncor is filing a system-wide rate case and related Rate Filing Package

[1] TEX. UTIL. CODE §§ 11.001-66.016.

[2] *Application of Oncor Electric Delivery Company LLC for Good-Cause Exception to Extend Rate Filing Deadline Under 16 TAC § 25.247*, Docket No. 52100, Order (Jul. 30, 2021).

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with the Public Utility Commission of Texas ("Commission"), *Application of Oncor Electric Delivery Company LLC for Authority to Change Rates* ("Commission Petition").

II. CONTACT INFORMATION AND AUTHORIZED REPRESENTATIVES

Oncor's business address and telephone numbers are:

Oncor Electric Delivery Company LLC
1616 Woodall Rodgers Freeway
Dallas, Texas 75202-1234
(888) 313-6862

Oncor's designated legal and business representatives for purposes of this proceeding are:

Tab R. Urbantke
State Bar No. 24034717
Myles F. Reynolds
State Bar No. 24033002
Lauren Freeland
State Bar No. 24083023
Hunton Andrews Kurth LLP
1445 Ross Avenue, Suite 3700
Dallas, Texas 75202
214.979.3095
214.880.0011 (fax)

Matthew C. Henry
Senior Vice President, General Counsel and Secretary
Howard V. Fisher
Senior Counsel
Oncor Electric Delivery Company LLC
1616 Woodall Rodgers Freeway
Dallas, Texas 75202
214.486.2000

Jo Ann Biggs
State Bar No. 02312400
Jaren A. Taylor
State Bar No. 24059069
Vinson & Elkins LLP
2001 Ross Avenue, Suite 3900
Dallas, Texas 75201
214.220.7735
214.999.7735 (fax)

General inquiries concerning this RFP should be directed to Mr. J. Michael Sherburne at the above-stated Oncor address or at 214.486.4981. All pleadings, motions, orders, and other documents filed in this proceeding should be served upon Mr. Urbantke at the above-stated address and sent to regulatory@oncor.com.

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III. JURISDICTION

Each municipality in Oncor's service area that has not ceded jurisdiction to the Commission has exclusive original jurisdiction over the rates, operations, and services of Oncor in such municipality pursuant to PURA § 33.001. Oncor is filing this Petition with all of its original jurisdiction cities, a list of which is included as Exhibit 3 to the Commission Petition included in this package. The Commission has exclusive jurisdiction over the rates, operations, and services of Oncor in areas outside municipalities pursuant to PURA § 32.001(a)(1) and for those municipalities that have ceded jurisdiction to the Commission pursuant to PURA § 33.002(b). A list of such municipalities is included as Exhibit 2 to the attached Commission Petition.

Oncor anticipates that it will appeal the actions of its original jurisdiction cities to the Commission and that it will seek consolidation of those appeals with the pending Commission Petition. It is Oncor's intention to seek one set of system-wide rates for all customer classes served on the Oncor and Oncor NTU system.

IV. EFFECTIVE DATE

The proposed effective date of the requested rate change is June 17, 2022, which is 35 days after the filing of this Petition as allowed under PURA § 36.102.

V. TEST YEAR

The test year upon which this filing is based is the year ending December 31, 2021.

VI. FILING OVERVIEW

This filing consists of a cover letter, this Petition (including Exhibit 1 - Summary of Electric Delivery Revenues by Rate Class), table of contents, the Petition filed with the Commission and the Exhibits thereto, proposed tariffs, and direct testimony summaries.

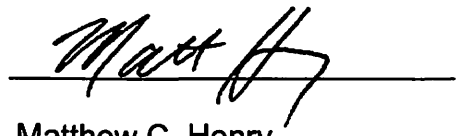
VII. CONCLUSION

Oncor respectfully prays that this Honorable Governing Body approve and authorize the changes in the Company's rates proposed herein and grant Oncor such other and further relief to which it may be justly entitled.

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Respectfully submitted,

Oncor Electric Delivery Company LLC

By: 

Matthew C. Henry
Senior Vice President, General Counsel and Secretary
Oncor Electric Delivery Company LLC
1616 Woodall Rodgers Freeway
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ATTORNEYS FOR ONCOR ELECTRIC DELIVERY COMPANY LLC

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2022 RATE CASE
ONCOR ELECTRIC DELIVERY COMPANY LLC
SUMMARY OF ELECTRIC DELIVERY REVENUES BY RATE CLASS

Line	Rate Class Description	Number of Customers	Present Revenues[1]	Change	Proposed Revenues[2]	Change Pct
			(a)	(b)	(c)	(d)
1	Residential	3,258,283	$1,921,088,302	$214,360,982	$2,135,449,284	11.2%
2	Secondary <= 10 kW	304,430	$95,557,181	-$7,553,653	$88,003,528	-7.9%
3	Secondary > 10 kW	203,588	$1,486,593,538	-$35,635,126	$1,450,958,412	-2.4%
4	Primary DL <= 10 kW	3,101	$1,232,285	$386,576	$1,618,861	31.4%
5	Primary > 10 kW Dist. Line	7,158	$268,296,647	$27,510,277	$295,806,924	10.3%
6	Primary > 10 kW Substation	130	$31,504,042	$28,145,677	$59,649,719	89.3%
7	Transmission	283	$114,261,671	$50,114,790	$164,376,461	43.9%
8	Lighting	55,208	$60,374,542	$936,098	$61,310,640	1.6%
9	Retail Electric Delivery Revenues	3,832,181	$3,978,908,208	$278,265,621	$4,257,173,829	7.0%
10	Wholesale Substation	15	$608,356	$965,098	$1,573,454	158.6%
11	Wholesale DLS	48	$2,160,192	$4,607,541	$6,767,733	213.3%
12	Other Revenue	-	$53,729,847	$3,327,781	$57,057,628	6.2%
13	Grand Total	3,832,244	$4,035,406,603	$287,166,041	$4,322,572,644	7.1%
14						
15	Network Transmission Revenue		$1,481,651,280	-$36,474,927	$1,445,176,353	-2.5%
16	Transmission Related Other Revenues		$43,023,335	$0	$43,023,335	0.0%
17	Total Cost of Service		$5,560,081,218	$250,691,114	$5,810,772,332	4.5%

[1] Test-Year revenues have been adjusted to normalize billing units, to remove the revenues associated with Energy Efficiency Cost Recovery Factor and to increase test-year revenues to reflect TCOS, DCRF, and TCRF adjustments.

[2] TCRF proposed revenue from Oncor Electric Delivery - Transmission Revenue Requirement for Retail Delivery Service, found on Iteration workbook, Wholesale_NTS_RO tab, Excel Row 59 Column H. Proposed rates include proposed Rate Case Expense Amortization of $8,233,128 which may be severed into a separate Rate Case Expense proceeding.

EXHIBIT 1
PAGE 1 OF 1

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AGENDA INFORMATION SHEET
ITEM NO. 2

APPLICATION FOR AUTHORITY TO INCREASE RATES SUBMITTED BY ONCOR ELECTRIC DELIVERY COMPANY LLC

BACKGROUND

On or about May 13, 2022, Oncor Electric Delivery Company LLC ("Oncor" or "Company") filed a Statement of Intent to increase its revenues by approximately $251 million, which equates to a net increase of approximately 4.5% in Oncor's overall revenue. Oncor proposes to implement its proposed increase in rates effective June 17, 2022.

The City must take action on Oncor's application by no later than June 17, 2022. Failure to take action by June 17, 2022 will result in Oncor's proposed rates being deemed approved by operation of law.

Table 1 below shows the impact Oncor's proposed increase in revenue would have on a customer-class basis.

TABLE 1

Rate Class	Present Revenues		Change		Proposed Revenues		Change Pct in Revenue
	(a)		(b)		(c)		(d)
Residential	$1,921,088,302		$214,360,982		$2,135,449,284		11.2%
Secondary </= 10 kW	$95,557,181		-$7,553,653		$88,003,528		-7.9%
Secondary > 10 kW	$1,486,593,538		-$35,635,126		$1,450,958,412		-2.4%
Primary DL </= 10 kW	$1,232,285		$386,576		$1,618,861		31.4%
Primary > 10 kW Dist. Line	$268,296,647		$27,510,277		$295,806,924		10.3%
Primary > 10 kW Substation	$31,504,042		$28,145,677		$59,649,719		89.3%
Transmission	$114,261,671		$50,114,790		$164,376,461		43.9%
Lighting	$60,374,542		$936,098		$61,310,640		1.6%
Retail Revenue	$3,978,908,208		$278,265,621		$4,257,173,829		7.0%
Wholesale Substation	$608,356		$965,098		$1,573,454		158.6%
Wholesale DLS	$2,160,192		$4,607,541		$6,767,733		213.3%

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Other Revenue	**$53,729,847**		**$3,327,781**		**$57,057,628**		**6.2%**
Grand Total	**$4,035,406,603**		**$287,166,041**		**$4,322,572,644**		**7.1%**
Network Transmission Revenue	**$1,481,651,280**		**-$36,474,927**		**$1,445,176,353**		**-2.5%**
Transmission Related Other Revenue	**$43,023,335**		**$0**		**$43,023,335**		**0.0%**
Total Cost of Service	**$5,560,081,218**		**$250,691,114**		**$5,810,772,332**		**4.5%**

REPRESENTATION AND PARTICIPATION IN ALLIANCE OF ONCOR CITIES ("AOC"):

The law firm of Herrera Law & Associates, PLLC has previously represented the City and its participation in the coalition of cities named the "Alliance of Oncor Cities" ("AOC") in rate matters involving Oncor, including Oncor's most recent rate case. The accompanying Resolution authorizes retention of Herrera Law & Associates as Special Counsel and continued participation in the AOC coalition.

INTERVENTION AT THE PUBLIC UTILITY COMMISSION OF TEXAS

Oncor filed its Statement of Intent to raise rates with the City and with the Public Utility Commission of Texas ("PUCT") on the same date, May 13, 2022. Oncor's application poses complex regulatory issues that require time so as to evaluate the merits of Oncor's proposed increase in rates. It is important to participate in these proceedings because the Commission's decisions could impact rates within the City. Thus, the accompanying Resolution authorizes intervention in proceedings at the Commission as well as any appeals taken from the Commission's decision.

RATE CASE EXPENSES

Cities, by statute, are entitled to recover their reasonable rate case expenses from the utility. Legal counsel and consultants approved by the City will submit monthly invoices to the City designated by AOC to serve as the "coordinating" city, who will then forward invoices to Oncor for reimbursement; that city historically has been Corsicana. No individual city's budget is negatively affected. The accompanying Resolution directs Oncor to reimburse AOC's rate case expenses on a monthly basis based on presentation of invoices from the cities.

SUSPENSION

Oncor's rate-filing package is voluminous, containing over five thousand pages of data. To have time to review the rate-filing package, the Council is requested to suspend Oncor's

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proposed effective date for ninety (90) days. It is a virtual impossibility for the City to set just and reasonable rates without suspending the rate request for ninety days; suspension of Oncor's proposed effective date would permit its special regulatory counsel and experts an opportunity to perform a better review of Oncor's application and request additional information as necessary to fully evaluate the proposal and determine the most appropriate response. During the suspension period, the City will retain its right to dismiss Oncor's Statement of Intent if the City determines that Oncor failed to properly invoke the City's jurisdiction or if Oncor failed to provide adequate notice. The suspension period also allows time to attempt to resolve matters by agreement with Oncor, or to determine whether to deny Oncor's request and either adopt an increase different than that requested by Oncor, or deny it outright without adopting an alternative increase.

Note that action to suspend Oncor's proposed effective date by the statutorily allowed period of 90 days is not final action on Oncor's application to increase rates. The city will need to take final action on the merits of Oncor's request no later than September 15, 2022, which is the end of the suspension period.

RECOMMENDATION

It is recommended that the City suspend Oncor's proposed effective date for 90 days from May 13, 2022. Absent an extension agreed to by Oncor and the City, the suspension period runs through September 15, 2022.

It is also recommended that the City continue its participation in AOC, intervene in proceedings at the PUCT and any related proceedings and/or appeals, and to retain the law firm of Herrera Law & Associates, PLLC to represent the City's interest in matters related to Oncor's rate case and to advise the City with regard to Oncor's application, and to retain consultants subject to approval by the AOC executive committee to assist Special Counsel in its review of Oncor's application to increase rates.

The City must take action no later than June 17, 2022. If the City does not take action by June 17, 2022, Oncor's proposed rates will be deemed approved by operation of law, subject to the City's right to hold a hearing to address Oncor's rate application.

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RESOLUTION NO. 2022-06-002

RESOLUTION BY THE CITY OF DIBOLL SUSPENDING ONCOR ELECTRIC DELIVERY COMPANY LLC'S PROPOSED EFFECTIVE DATE OF JUNE 17, 2022, FOR NINETY DAYS IN CONNECTION WITH ONCOR'S STATEMENT OF INTENT TO INCREASE RATES FILED ON OR ABOUT MAY 13, 2022; REQUIRING THE REIMBURSEMENT OF MUNICIPAL RATE CASE EXPENSES; AUTHORIZING PARTICIPATION IN THE COALITION OF SIMILARLY SITUATED CITIES; AUTHORIZING INTERVENTION AND PARTICIPATION IN RELATED RATE PROCEEDINGS; AUTHORIZING THE RETENTION OF SPECIAL COUNSEL; FINDING THAT THE MEETING COMPLIES WITH THE OPEN MEETINGS ACT; MAKING OTHER FINDINGS AND PROVISIONS RELATED TO THE SUBJECT; AND DECLARING AN EFFECTIVE DATE

WHEREAS, Oncor Electric Delivery Company LLC ("Oncor" or "Company") filed a Statement of Intent with the City on or about May 13, 2022, to increase its revenues; and

WHEREAS, Oncor proposes to implement its proposed increase in rates on or about June 17, 2022, and

WHEREAS, Oncor's proposed increase in rates would result in an increase of approximately $251 million in its annual revenue, which equates to an overall increase in revenue of approximately 4.5%; and

WHEREAS, Oncor asserts that the need for its increase in rates is driven in part by its investments of approximately $10.2 billion since December 31, 2016, the end of the test year in its most recent rate case; and

WHEREAS, an evaluation of Oncor's cost to provide electric service presents a complex series of regulatory issues; and

WHEREAS, for the Residential customer class, Oncor's proposed increase in rates if approved would result in an increase of approximately 11% to that class; and a decrease of about 8% to small commercial ratepayers; and

WHEREAS, the Company seeks a Return on Equity (ROE) of 10.30%; and

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WHEREAS, Oncor's rate request consists of a voluminous amount of information including Oncor's rate-filing package, exhibits, schedules, and workpapers; and

WHEREAS, it is not possible for the City to complete its review of Oncor's filing by June 17, 2022; and

WHEREAS, the City will need an adequate amount of time to investigate and determine whether Oncor has properly invoked the City's rate-setting jurisdiction, and if so, ultimately to review and evaluate Oncor's rate application to enable the City to adopt a final decision as a local regulatory authority with regard to Oncor's requested rate increase; and

WHEREAS, the City will require the assistance of specialized legal counsel and rate experts to review the merits of Oncor's application to increase rates; and

WHEREAS, to the extent Oncor seeks review at the Public Utility Commission of Texas of the City's final decision regarding Oncor's statement of intent to change rates, and because Oncor has submitted a statement of intent to the Public Utility Commission of Texas to increase rates in the environs of the City on the same date it submitted its request to the City, the decision of the Public Utility Commission of Texas could have an impact on the rates paid by the City and its citizens, and in order for the City's participation to be meaningful it is important that the City promptly intervene in such proceeding at the Public Utility Commission of Texas.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DIBOLL THAT:

Section 1. The findings set out in the preamble are in all things approved and incorporated herein as if fully set forth.

Section 2. Oncor's proposed effective date for its proposed increase in rates is hereby **SUSPENDED** for ninety days beyond Oncor's proposed effective date or as may be amended by agreement or otherwise.

Section 3. The statutory suspension period may be further extended or its Statement of Intent dismissed if Oncor does not provide adequate data from which the City may make a reasonable determination of the Company's rate base, expenses, investment, and rate of

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return in the City, or if Oncor does not provide timely, meaningful, and proper public notice of its request to increase rates and revenue, or if its rate-filing package is otherwise materially deficient.

Section 4. The City authorizes intervention in proceedings related to Oncor's Statement of Intent before the Public Utility Commission of Texas and related proceedings in courts of law and participation in the coalition of cities known as the Alliance of Oncor Cities.

Section 5. The City hereby orders Oncor to reimburse the Alliance of Oncor Cities' rate case expenses as provided in the Public Utility Regulatory Act and that Oncor shall do so on a monthly basis and within 30 days after submission of such invoices for reasonable costs associated with activities related to this rate review or related to proceedings involving Oncor before the City, the Public Utility Commission of Texas, or any court of law.

Section 6. Subject to the right to terminate employment at any time, the City retains and authorizes the law firm of Herrera Law & Associates, PLLC to act as Special Counsel with regard to rate proceedings involving Oncor before the City, the Public Utility Commission of Texas, or any court of law, and to retain such experts as may be reasonably necessary for review of Oncor's rate application subject to approval by the City.

Section 7. The City, through its participation in the Alliance of Oncor Cities, shall review the invoices of the lawyers and rate experts for reasonableness before submitting the invoices to Oncor for reimbursement.

Section 8. A copy of this resolution shall be sent to Mr. Matt Henry, Vice President, General Counsel, Oncor, 1616 Woodall Rodgers Expressway, Dallas, Texas, 75202; and to Mr. Alfred R. Herrera, Herrera Law & Associates, PLLC, 4400 Medical Pkwy, Austin, Texas 78756.

Section 9. The meeting at which this resolution was approved was in all things conducted in strict compliance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.

Section 10. This resolution shall become effective from and after its passage.

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PASSED AND APPROVED this 14th day of June, 2022.

Trey Wilkerson, Mayor

ATTEST:

Rosa M. Olvera, City Secretary

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Michael L. Skillern
Chief of Police, City of Diboll

400 Kenley Street
P.O. Box 340
Diboll, Texas 75941
(936)-829-5586
mskillern@cityofdiboll.com

June 10, 2022

Honorable Mayor and City Council
City of Diboll

RE: Contract Dispatch Services from Lufkin PD

When I first arrived I was happy to see how prideful Diboll was of its police department, and how the department was in turn prideful of its self-sufficiency. One example of this self-sufficiency is our dispatch center, which has been part of the department for as long as anyone can remember. I quickly learned that Lufkin dispatches its own officers, while the Angelina County Sherriff's office dispatches for every other city within the county, except for Diboll. Diboll has maintained a staff of 5 full time dispatchers to achieve this.

Although having our own dispatch center is a luxury, looking at the workload it made me question its financial viability. Over the past couple of years, we have averaged about 1 call for service per hour. We currently spend approximately $261,000 per year, with salary and benefits, plus any overtime incurred to maintain a dispatch center. Additionally there is equipment, which is expensive, aging and will soon need to be replaced. Realizing this, Mr. Arnold and I set out to look for alternatives. The best option for the Police Department and the most fiscally responsible decision would be to contract with the Lufkin Police Department to handle our dispatch services. Mr. Arnold has reached an agreement with Lufkin, where they would handle all of our needs for a sum of $120,000 annually, saving us approximately $150,000 per year. However there are costs associated with this transition, both software and hardware, which I will detail below.

Where software is concerned, we currently have a records management system and a computer aided dispatch (RMS/CAD) from a company called eForce, located in Utah. We also have citation writers and associated software from Brazos/Tyler Technologies. Our annual fee for these services is approximately $16,300. It should be noted that the systems from these companies cannot at this time "talk" to each other, so no citation information is available in the RMS. Tyler Technologies has been working on an interface for two years, but to date has not been able to complete it. Contracting with Lufkin PD would mean we will switch to their RMS/CAD provider, which is CRIMES, operated out of Sam Houston State University in Huntsville. This is an all-inclusive package, including CAD/RMS and citation issuance. This annual fee will be $24,000, about a $7,700 increase. However, considering we would be on the same system as Lufkin PD, Angelina College and the local Constable, there are definite benefits. Everyone can see where each other is located, making it for a much safer environment in the event anyone of us needs immediate assistance. This is not the case now nor would it be with any other option.

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Michael L. Skillern
Chief of Police, City of Diboll

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There are also one time software fees associated with this transition, I will detail them on an attached spreadsheet, but the total one-time fee for transitioning to CRIMES will be $17,500. However, if we did not, we would soon incur a one-time fee for our current eForce of $15,000.
Where hardware is concerned, we will need a repeater on our radio tower, to ensure solid communications between Lufkin and our officers, at a one-time cost of $17,200. Also, staying with our current system we use hand-held ticket writers, which cost $1,600 each or $8,000 in total. They have a 3-5 year lifespan and ours are nearing the end of that period and will need to be replaced soon. Contrast that to the CRIMES system which will allow us to issue citation from an Android tablet, which are $200 each, or a total of $1,000. A short and long term savings.
The third, and probably the most important cost to consider is the human cost of this transition. Although we currently have 5 dispatcher positions, due to two recent resignations, we only have 3 active dispatchers. With this transition, we will maintain one position for someone to operate the front desk, take phone calls during the day as well as be our TCIC/NCIC liaison and our records and property room manager. This leaves only two displaced employees. With this new addition to their responsibility, Lufkin PD will be hiring 2-4 new dispatchers, creating employment opportunities for people with experience in the field. This will be a great opportunity for our dispatchers.

In summary, our annual costs for software will increase by $7,700, but we will be receiving a much better product, with citations integrated with our RMS. Also we will have a safer working environment for our officers, as all others on the same system will be able to see their locations. Should they need emergency assistance, Lufkin, our closest back up will be immediately aware. The one-time cost difference between the transition to the new software or staying with the old will be an additional $2,500 and the one time hardware cost will be a radio tower repeater for $17,200. Please see the attached spreadsheet for specifics. Additionally, after the first year implementation costs, this transition will save the city approximately $75,000 per year moving forward.

Respectfully,

M. L. Skillern
Chief of Police
Diboll, TX

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Michael L. Skillern
Chief of Police, City of Diboll

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CRIMES	Annual Fees		CRIMES One Time Set Up Fee	
	Annual License Fee	$ 18,000	Eforce Data Conversion	$ 7,000
	Handheld License Fee	$ 6,000	Incode Court Interface	$ 4,500
			Handheld Device Instillation Fee	$ 6,000
		$ 24,000		
			Total One Time Fee	$ 17,500

eForce	Annual Fees			
	RMS	$ 5,648	eForce State-Link one time fee	$ 15,000
	CAD	$ 7,634		
Tyler Tech (Citations)				
	Software Maintenance	$ 1,241		
	Interface Maintenance	$ 807		
	Server Hosting	$ 228		
	Interface Management	$ 683		
		$ 16,241		

Additional Annual Cost w/CRIMES	**$ 7,759**

Additional Upcoming Expenses	
Ticket Writers 5 @ $1600	$ 8,000
vs.	
Android Tablets 5 @ $200	$ 1,000
Savings	$ 7,000

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INTERLOCAL DISPATCH SERVCIES AGREEMENT

This agreement is entered into on the 14th day of June, 2022, by and between the City of Lufkin, Texas, a political subdivision of the State of Texas ("Lufkin") and the City of Diboll, Texas a political subdivision of the State of Texas ("Diboll").

RECITALS

WHEREAS Lufkin, through its police department, owns and operates communication facilities used in dispatching its law enforcement and emergency service personnel.

WHEREAS Diboll desires to obtain certain dispatch services from Lufkin.

NOW THEREFORE under the authority of Texas Government Code, Title 7, Interlocal Cooperation Act, Section 791, et seq., the parties agree as follows:

Section 1. Term

1.01 Term. The term of this agreement shall commence on October 1, 2022, and shall continue in full force and effect through September 30, 2023, This agreement shall automatically renew for additional one (1) year periods.

1.02 Termination. Either party may terminate this agreement by giving one hundred eighty (180) days written notice to the other party.

Section 2. Services

2.01 Dispatch services. Lufkin agrees to provide dispatch services through its police department to Diboll in the same manner and under the same work schedule as such services are provided in the operation of Lufkin's law enforcement personnel.

2.02 Scheduled Maintenance. Diboll hereby acknowledges that Lufkin may, from time to time perform maintenance services on the network, with or without notice to Diboll, which may result in the unavailability of the Lufkin network. Lufkin will make every effort to notify Diboll prior to scheduled or emergency maintenance. Notice may be given in various forms including but not limited to email notice and/or phone call.

Section 3. Non-Exclusivity of Service Provision

The parties agree Lufkin may contract to perform services similar or identical to those specified in this agreement for such additional governmental or public entities as Lufkin, in its sole discretion, sees fit.

Section 4. Compensation

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4.01 Payment for Services. The dispatch services charge for the services received under this agreement is $120,000, due October 1 of the initial term and each subsequent term.

4.02. Early Termination Reimbursement. Should either party terminate this agreement pursuant to Section 1.02 prior to expiration of the current term, Diboll shall be reimbursed a portion of its payment for services pro rata to the number of days remaining in the current term.

Section 5. Amendment

This agreement shall not be amended or modified other than in a written agreement signed by the parties.

Section 6. Notice

All communications provided for in this agreement shall be addressed as follows:

City of Lufkin
Attn: City Manager
300 East Shepherd Ave.
Lufkin, Texas 75901

City of Diboll
Attn: City Manager
400 Kenley St.
Diboll, Texas 75941

All communication provided for in this agreement shall be made in writing, and deemed delivered, whether actually received or not, forty eight (48) hours after deposit in the United States postal service, first class, registered or certified mail, return receipt requested, with proper postage prepaid, or immediately when delivered in person.

Section 7. Force Majeure

No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such failure or delay is caused by or results from acts beyond the affected party's reasonable control, including, without limitation: acts of God; flood, fire or explosion; war, invasion, riot or other civil unrest; actions, embargoes or blockades in effect on or after the date of this Agreement; or nation or regional emergency (each of the foregoing a "Force Majeure Event"). A party whose performance is affected by a Force Majeure Event shall give notice to the other party, stating the

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period of time the occurrence is expected to continue and shall use diligent efforts to end the failure of delay and minimize the effects of such Force Majeure Event.

CITY OF DIBOLL, TEXAS

By: _____
Jason Arnold, City Manager

CITY OF LUFKIN, TEXAS

By: _____
Kevin Gee, Interim City Manager

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AMERICAN RESCUE PLAN ACT (ARPA)

CONTRACT FOR ENGINEERING AND/OR ARCHITECTURAL SERVICES

PART I - AGREEMENT

THIS AGREEMENT, entered into the 14th day of June, 2022, by and between the CITY OF Diboll, hereinafter called the "City", acting herein by Trey Wilkerson, Mayor hereunto duly authorized, and KSA Engineers, Inc. hereinafter called "Firm", acting herein by Joncie H Young, P.E, Director of Client Services.

WITNESSETH THAT:

WHEREAS, the City of Diboll desires to construct approximately 4,800 linear feet of 10" PVC water line beginning near the western driveway of HG Temple Elementary School and extending to the east side of the US 59 Diboll Bypass approximately 1,750 feet north of Lumberjack Drive under the general direction of the American Rescue Plan Act (hereinafter called ARPA) administered by the United States Department of the Treasury (USDT); and

WHEREAS, the City desires to engage KSA Engineers, Inc. to render certain services in connection with ARPA Projects.

NOW THEREFORE, the parties do mutually agree as follows:

1. Scope of Services
   The Firm will perform the services set out in Part II, Scope of Services.
2. ARPA Compliance
   The Firm agrees to comply with the requirements of section 603 of the Act, regulations adopted by Treasury pursuant to section 603(f) of the Act, and guidance issued by Treasury regarding the foregoing.
3. Time of Performance
   The services of the Firm shall commence on July 5, 2022. In any event, all of the services required and performed hereunder shall be completed no later than July 5, 2023 or the project(s) administrative closure date of December 31, 2026, as defined by the USDT, whichever is later. The period of performance for this award begins on the date hereof and ends on December 31, 2026. As set forth in Treasury's implementing regulations, City may use award funds to cover eligible costs incurred during the period that begins on March 3, 2021, and ends on December 31, 2024.
4. Local Program Liaison
   For purposes of this Agreement, the City's project manager or equivalent authorized person will serve as the Local Program Liaison and primary point of contact for the Firm. All required progress reports and communication regarding the project shall be directed to this liaison and other local personnel as appropriate.
5. Maintenance of and Access to Records
   The Firm shall maintain records and financial documents sufficient to evidence compliance with section 603(c) of the Act, Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.

   The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of the Firm in order to conduct audits or other investigations.
   Records shall be maintained by the Firm for a period of five (5) years after all funds have been expended or returned to USDT, whichever is later.

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Compensation and Method of Payment

The Firm shall be compensated with a negotiated fixed fee of $ 187,200.00. Payment to the Firm shall be based on satisfactory completion of identified milestones in Part III, Payment Schedule, of This Agreement.

6. Indemnification

The Firm shall comply with the requirements of all applicable laws, rules, and regulations, and shall exonerate, indemnify, and hold harmless the City and its agency members from an against any and all claims, costs, suits, and damages, including attorney's fees arising out of the Firm's performance or nonperformance of the activities, services or subject matter called for in this Agreement, and shall assume full responsibility for payments of Federal, State, and local taxes on contributions imposed or required under the Social Security, worker's compensation, and income tax laws.

7. Miscellaneous Provisions

- This Agreement shall be construed under and according to the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Gregg County, Texas.
- This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.
- In any case 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 construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
- If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which such party may be entitled.
- This Agreement may be amended by mutual agreement of the parties hereto and a writing to be attached to be incorporated into this Agreement.

8. Extent of Agreement

This Agreement which includes Parts I-V represents the entire and integrated agreement between the City and the Firm and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by a written instrument signed by authorized representatives of both City and the Firm.

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IN WITNESSETH WHEREOF, the parties have executed this Agreement by causing the same to be signed on the day and year first above written.

BY: CITY OF DIBOLL

_____

Trey Wilkerson

_____

Mayor

BY: **KSA ENGINEERS, INC.**

_____

Joncie H. Young, P.E.
6/13/2022

_____

Director of Client Services

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PART II - SCOPE OF SERVICES

The Firm shall render the following professional services necessary for the development of the project.

Provide , design survey, plans, specifications, TxDOT permitting, bidding services, construction administration services, and RPR services for the construction of approximatley 4,800 linear feet of 10" PVC water line to extend water service to the northeast side of the US59 Diboll Bypass (currently under construction).

SCOPE OF SERVICES

1. Attend preliminary conferences with the City regarding the requirements of the project.
2. ~~Complete acquisition of any additional real property/easements/right-of-ways determined necessary in a manner that complies with the Uniform Relocation Assistance and Real Property Acquisition Act (URA).~~
    ~~a. (ROWs) for the ARPA project and, if applicable, furnish to the City:~~
    ~~b. Name and address of property owners;~~
    ~~c. Legal description of parcels to be acquired; and~~
    ~~d. Map showing entire track with designation of part to be acquired.~~
3. Make any necessary surveys or existing rights-of-way, topography, utilities, or other field data required for proper design of the project. Provide consultation and advice as to the necessity of the City providing or obtaining other services such as auger borings, core borings, soil tests, or other subsurface explorations; laboratory testing and inspecting of samples or materials; other special consultations. The Firm will review any tests required and act as the City's representative in connection with any such services.
4. Prepare highway permits.
5. ~~Prepare all environmental permits and clearances required for the project.~~
6. ~~Prepare a preliminary engineering/architectural study and report on the project in sufficient detail to indicate clearly the problems involved and the alternate solutions available to the City, to include preliminary layouts, sketches and Engineer's Estimate of Probable Cost for the project, and to set forth clearly the Firm's recommendations; to be completed within ____ days of execution of this Agreement.~~
7. ~~Furnish the City copies of the preliminary report, if applicable (additional copies will be furnished to the City at direct cost of reproduction).~~
8. ~~Furnish the City a written monthly status report at least seven (7) days prior to the regularly scheduled council/commissioner's court meeting until the project is closed. The format for this report is attached to this Agreement as Exhibit 1.~~
    a. Submit detailed drawings and plans/specifications to appropriate regulatory agencies and obtain clearance.
    b. Prepare bid packet/contract documents/advertisement for bids. At the time, the bid packet is completed, the Firm shall also furnish to the City an updated written Estimate of Probable Costs for the Project.
    c. Participate in Pre-Bid Conferences as requested and provide technical advice to assist in answering bidders' questions.
    d. Make a 10-day call to confirm prevailing wage decisions if the value of the construction contract exceeds ten million dollars.
    e. Incorporate any and all wage rate modifications or supersedes via bid addendum (if applicable).
    f. Conduct bid opening and prepare minutes.

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g. Tabulate, analyze, and review bids for completeness and accuracy.
h. Accomplish construction contractor's eligibility verification through www.SAM.gov. This verification shall be completed at time of solicitation and repeated immediately prior to award.
i. Conduct a pre-construction conference and prepare a copy of the report/minutes.
j. Coordinate with the City to issue a Notice to Proceed to construction contractor.
k. Provide all proposed construction contracts deductive alternatives where feasible, so that should the lowest responsive base bid for construction exceed the funds available, deductive alternatives can be taken to reduce the bid price.
l. ~~Design for access by persons with disabilities for those facilities to be used by the public in accordance with Public Law 504.~~
m. Use locally approved forms for instructions to bidders, general conditions, contract, bid bond, performance bond, and payment bond if applicable.

9. Make periodic visits by, no less than every 30 days during the construction period, to the site to observe the progress and quality of the work, and to determine, in general, if the work is proceeding in accordance with the Agreement.
10. Consult with and advise the City during construction; issue to contractors all instructions requested by the City; and prepare routine change orders if required, at no charge for engineering services to the City when the change order is required to correct errors or omissions by the Firm; provide price analysis for change orders; process change orders approved by City and the Firm and submit to GrantWorks, Inc for approval prior to execution with the construction contractor.
11. Review shop and working drawings furnished by contractors for compliance with design concept and with information given in contract documents (contractors will be responsible for dimensions to be confirmed and correlated at the job site).
12. Validate all contractors' payment requests and submit to the City within 14 days of receipt.
13. Validation of payment requests shall include documentation of the Firm's on-site observations and review of the contractor's applications for payment, determine the amount owed to the contractor in such amounts; such approvals of payment to constitute a representation to the City, based on such observations and review, that the work has progressed to the point indicated and that the quality of work is in accordance with the plans, specifications, and contract documents.
14. Ensure that any retainage provision specified in the Construction contract is reflected in payment requests.
15. The City may require the Firm to assist in collection of Final Bills Paid Affidavits from Contractors and/or subcontractors.
16. Conduct interim/final inspections.
17. Prepare Certificate of Construction Completion.
18. Revise contract drawings to show the work as actually constructed and furnish the City with a set of "record drawings" plans.
19. The Firm will provide a copy of the final project record drawing(s) engineering schematic(s), as constructed using funds under this contract. These maps shall be provided in digital format containing the source map data (original vector data) and the graphic data in files on machine readable media, such as compact disc (CD), which are compatible with computer systems owned or readily available to the owner. The digital copy provided shall not include a digital representation of the engineer's seal but the accompanying documentation from the Firm shall include a signed statement of when the map was authorized, that the digital map is a true representation of the original sealed document, and that a printed version with the seal has been provided to the City. In addition, complete documentation as to the content and layout of the data files and the name of the software package(s) used to generate the data and maps shall be provided to the owner in written form.

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SUBCONTRACTS

1. No work under this Agreement shall be subcontracted by the Firm without prior approval, in writing from the City.
2. The Firm shall, prior to proceeding with the work, notify the City in writing of the name of any subcontractors proposed for the work, including the extent and character of the work to be done by each.
3. If any time during the progress of the work, the City determines that any subcontractor is incompetent or undesirable, the City will notify the Firm who shall take reasonable and immediate steps to satisfactorily cure the problem, substitute performance, or cancel such subcontract. Subletting by subcontractors shall be subject to the same regulations. Nothing contained in this Agreement shall create any contractual relation between any subcontractor and the City.
4. The Firm will include in all contracts and subcontracts in excess of $150,000 a provision which requires compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). The provisions shall require reporting of violations to the US Department of Treasury, TECQ, and the Regional Office of the Environmental Protection Agency (EPA).
5. The Firm will include in all contracts and subcontracts in excess of $250,000 provisions or conditions which will allow for administrative, contractual or legal remedies in instances where contractors violate or breach contract terms and provide for such sanctions and penalties as may be appropriate.
6. The Firm will include in all contracts and subcontracts in excess of $10,000 provisions addressing termination for cause and for convenience by the City including the manner by which it will be affected and the basis for settlement.
7. The Firm will include in all contracts and subcontracts provisions requiring compliance with the following, if applicable:
    a. Prime construction contracts in excess of $10,000,000, as stated in the Coronavirus State and Local Fiscal Recovery Funds Compliance and Reporting Guidance Section B Project and Expenditure Report, number 3(k)(1)(a) on page 27 must be in compliance with the Davis-Bacon Act, as amended (40 U.S.C.3141-3144, 3146-3148) as supplemented by Department of Labor regulations (29 CFR part 5);
    b. Prime construction contracts in excess of $2,000, compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR part 3)
    c. Contracts greater than $10,000, the inclusion of the Equal Opportunity clause provided under 41 CFR 60-1.4(b) (Executive Order 11246);
    d. Contracts exceeding $100,000, compliance with the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352);
    e. For contracts in excess of $10,000,000 that involve the employment of mechanics or laborers, compliance with the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3703), including work week requirements and safety conditions for workers, as supplemented by Department of Labor regulations (29 CFR Part 5); and
    f. For procurement of recovered materials where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000, compliance with 2 CFR 200.322 and section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, which requires

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procuring only items designated in guidelines of the EPA at 40 CFR part 247 that contain the highest percentage of recovered materials practicable.

g. Recipients and contractors will comply with CFR 200.216 which prohibits obligating or expending loan or grant funds to procure, obtain, extend or contract with services or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

h. Recipients and contractors will comply with CFR 200.322 which requires as appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

8. The Firm will include in all negotiated contracts and subcontracts a provision which indicates that funds will not be awarded under this contract to any party listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
9. The Firm will include in all negotiated contracts and subcontracts a provision to the effect that the City, the Texas Comptroller of Public Accounts, the Comptroller General of the United States, the U.S. Department of Treasury, or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the contractor which are directly pertinent to that specific contract, for the purpose of making audit, examination, excerpts, and transcriptions.
10. The Firm will include in all contracts and subcontracts a requirement that the contractor maintain all relevant project records for five (5) years after the City has made final payment to the contractor and all other pending matters are closed.

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STANDARD OF PERFORMANCE AND DEFICIENCIES

1. All services of the Firm and its independent professional associates, consultants and subcontractors will be performed in a professional, reasonable and prudent manner in accordance with generally accepted professional practice. The Firm represents that it has the required skills and capacity to perform work and services to be provided under this Agreement.
2. The Firm represents those services provided under this Agreement shall be performed within the limits prescribed by the City in a manner consistent with that level of care and skill ordinarily exercised by other professional consultants under similar circumstances.
3. Any deficiency in Firm's work and services performed under this contract shall be subject to the provisions of applicable state and federal law. Any deficiency discovered shall be corrected upon notice from City and at the Firm's expense if the deficiency is due to Firm's negligence. The City shall notify the Firm in writing of any such deficiency and provide an opportunity for mutual investigation and resolution of the problem prior to pursuit of any judicial remedy. In any case, this provision shall in no way limit the judicial remedies available to the City under applicable state or federal law.
4. The Firm agrees to and shall hold harmless the City, its officers, employees, and agents from all claims and liability of whatsoever kind or character due to or arising solely out of the negligent acts or omissions of the Firm, its officers, agents, employees, subcontractors, and others acting for or under the direction of the Firm doing the work herein contracted for or by or in consequence of any negligence in the performance of this Agreement, or by or on account of any omission in the performance of this Agreement.

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PART III - PAYMENT SCHEDULE

City shall reimburse the Firm for professional services provided upon completion of the following project milestones per the following percentages of the maximum contract amount:

MILESTONES	% of Contract Fee	Fee Amount
Completion and Acceptance of Preliminary Engineering Plans & Specifications by City	37	$ 69,264.00
Approval of Final Plans & Specifications	20	$ 37,440.00
Completion of Bid Advertisement & Contract Award	3	$ 5,616.00
Completion of Final Closeout Assessment & Submittal of "As Builts" to City	35	$ 65,520.00
Completion of Final Inspection & Acceptance by City	5	$ 9,360.00
TOTAL	100%	$ 187,200.00

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PART IV - TERMS AND CONDITIONS

1. USE OF FUNDS
    a. Recipient, Subrecipients, and Contractors understands and agrees that the funds disbursed under this award may only be used in compliance with section 603(c) of the Social Security Act (the "Act"), Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
    b. Recipient will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.
2. PERIOD OF PERFORMANCE
    The period of performance for this award begins on the date hereof and ends on December 31, 2026. As set forth in Treasury's implementing regulations, Recipients may use award funds to cover eligible costs incurred during the period that begins on March 3, 2021 and ends on December 31, 2024**.**
3. REPORTING
    Firm agrees to provide timely information aiding the City with any reporting obligations established by the Treasury as they relate to this award.
4. ACCESS TO RECORDS
    In accordance with 2 CFR 200.337, during the Agreement's time of performance the grantee, the subgrantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives will have access to any books, documents, papers, and records maintained by the Consultant which are directly pertinent to the Contract for the purpose of making audit, examination, excerpts, and transcriptions.
5. PRE-AWARD COSTS
    Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.
6. ADMINISTRATIVE COSTS
    Recipients may use funds provided under this award to cover both direct and indirect costs.
7. COST SHARING
    Cost sharing or matching funds are not required to be provided by the Recipient.
8. CONFLICTS OF INTEREST
    Recipient, Sub-Recipients, and Contractors understands and agrees it must maintain a conflict-of-interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict-of-interest policy is applicable to each activity funded under this award. Recipients and subrecipients must disclose in writing to the Treasury or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.
9. COMPLIANCE WITH APPLICABLE RULES AND REGULATIONS.
    a. Recipient agrees to comply with the requirements of section 603 of the Act, regulations adopted by Treasury pursuant to section 603(f) of the Act, and guidance issued by Treasury regarding the foregoing. Recipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Recipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.
    b. Federal regulations applicable to this award include, without limitation, the following: i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine, are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award. ii. Universal Identifier and System for Award Management

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(SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference. iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference. iv. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-procurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19. v. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference. vi. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20. vii. New Restrictions on Lobbying, 31 C.F.R. Part 21. viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations. ix. Generally applicable federal environmental laws and regulations.

c. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following: i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance; ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability; iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance; iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

10. REMEDIAL ACTIONS

In the event of Recipient's noncompliance with section 603 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of section 603(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 603(e) of the Act.

11. HATCH ACT

Recipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.

12. FALSE STATEMENTS

Recipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.

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13. PUBLICATIONS

Any publications produced with funds from this award must display the following language: "This project is being supported, in whole or in part, by federal award number ARP-TX-21-019 awarded to City of Diboll by the U.S. Department of the Treasury."

14. DEBTS OWED THE FEDERAL GOVERNMENT

a. Any funds paid to Recipient (1) in excess of the amount to which Recipient is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to section 603(e) of the Act and have not been repaid by Recipient shall constitute a debt to the federal government.
b. Any debts determined to be owed to the federal government must be paid promptly by Recipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made or if the Recipient knowingly or Agreement for ARPA Administration Services. The Treasury will take any actions available to it to collect such a debt.

15. DISCLAIMER

a. The United States expressly disclaims any and all responsibility or liability to Recipient or third persons for the actions of Recipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award.
b. The acceptance of this award by Recipient does not in any way establish an agency relationship between the United States and Recipient.

16. PROTECTIONS FOR WHISTLEBLOWERS

a. In accordance with 41 U.S.C. § 4712, Recipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.
b. The list of persons and entities referenced in the paragraph above includes the following:
    i. A member of Congress or a representative of a committee of Congress;
    ii. An Inspector General;
    iii. The Government Accountability Office;
    iv. A Treasury employee responsible for contract or grant oversight or management;
    v. An authorized official of the Department of Justice or other law enforcement agency;
    vi. A court or grand jury; or
    vii. A management official or other employee of Recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.
c. Recipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

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17. INCREASING SEAT BELT USE IN THE UNITED STATES

    Pursuant to Executive Order 13043, 62 FR19217 (Apr. 18, 1997), Recipient should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

18. REDUCING TEXT MESSAGING WHILE DRIVING

    Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Recipient should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving.

19. TERMINATION OF AGREEMENT FOR CAUSE

    In accordance with 2 CFR 200 APPENDIX II (B), if the Consultant shall fail to fulfill in a timely and proper manner his/her obligations under this Agreement, or if the Consultant shall violate any of the covenants, agreements, or stipulations of this Agreement, the Client shall provide written notice to consultant reasonably specifying the failure or violation. If Consultant fails to cure such failure or violation within five (5) business days of receiving such notice or, if the failure or violation is incapable of cure within such time frame, to begin to take actions to cure such failure or violation and to diligently pursue them to completion, Client thereupon shall have the right to terminate this Agreement immediately by giving written notice to the Consultant. Consultant shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder. In such an event, all finished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the Consultant under this Agreement shall, at the option of the Client, become its property.

20. TERMINATION OF AGREEMENT FOR CONVENIENCE

    Either the Client or the Consultant may terminate this Agreement at any time by providing at least ten (10) days' notice in writing to the other party to this Agreement. If the Agreement is terminated as provided herein, the Consultant will be paid for the time provided and expenses incurred up to the termination date. In such an event, all finished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the Consultant under this Agreement shall, at the option of the Client, become its property.

21. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689, 2 CFR part 180)

    The Consultant certifies, by entering into this Agreement, that neither it nor its principals are presently debarred, suspended, or otherwise excluded from or ineligible for participation in federally assisted programs under Executive Orders 12549 1986) and 12689 (1989). The term "principal" for purposes of this Agreement is defined as an officer, director, owner, partner, key employee, or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Consultant. The Consultant understands that it must not make any award or permit any award (or contract) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension."

22. FEDERAL COMPLIANCE

    During the term of this Agreement, the parties shall comply with all Federal laws, regulations, and rules including the following:

    a. CIVIL RIGHTS ACT OF 1964. Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits, or be subjected to discrimination under any program or activity receiving Federal financial assistance.
    b. Section 504 Rehabilitation Act of 1973, as amended. The Consultant agrees that no otherwise qualified individual with disabilities shall, solely by reason of his/her disability,

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be denied the benefits of, or be subjected to discrimination, including discrimination in employment, under any program or activity receiving federal financial assistance.

c. AGE DISCRIMINATION ACT OF 1975. The Consultant shall comply with the Age Discrimination Act of 1975 which provides that no person in the United States shall on the basis of age be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.
d. SECTIONS 106(b), 102(a)(4) and A109 OF THE HOUSING & COMMUNITY DEVELOPMENT ACT OF 1974. i. Under Title VI of the Civil Rights Act of 1964, no person shall on the ground of race, color, religion, national origin or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this Title.
e. EQUAL OPPORTUNITY CLAUSE. During the performance of this Agreement, the Consultant agrees as follows:
    i. The Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
    ii. The Consultant will, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
    iii. The Consultant will not discourage or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Consultant's legal duty to furnish information.
    iv. The Consultant will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Consultant's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
    v. The Consultant will comply with all provisions of Executive Order 11246 of September 24, 1965, "Equal Employment Opportunity," and of the rules, regulations, and relevant orders of the Secretary of Labor.

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vi. The Consultant will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

vii. In the event of the Consultant's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Consultant may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

viii. The Consultant will include the portion of the sentence immediately preceding paragraph (i) and the provisions of paragraphs (i) through (vii) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Consultant will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a Consultant becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

23. CONTRACTING WITH SMALL AND MINORITY BUSINESS, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS.

a. The Consultant must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

b. Affirmative steps must include:

i. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

ii. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

iii. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

iv. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

v. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and

vi. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (i) through (v) of this section.

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24. PATENT RIGHTS AND INVENTIONS

The Consultant shall comply with the requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract. (2 CFR 200 Appendix II (f) and Rights to Inventions in 37 CFR Part 401).

25. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. (2 CFR 200 Appendix II (B))

26. ENERGY EFFICIENCY

The Consultant shall comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94A 163, 89 Stat. 871). (2 CFR 200 APPENDIX II (H) and 42 U.S.C. 6201).

27. VERIFICATION NO BOYCOTT ISRAEL

As required by Chapter 2271.002, Texas Government Code, the Consultant hereby verifies that it does not boycott Israel and will not boycott Israel through the term of this Agreement. For purposes of this verification, "boycott Israel", as defined by §808.001(1) of the Texas Government Code, means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israelicontrolled territory, but does not include an action made for ordinary business purposes.

28. NO FOREIGN TERRORIST ORGANIZATIONS

Pursuant to Chapter 2252.152, Texas Government Code, the Consultant represents and certifies that, at the time of execution of this Agreement neither the Consultant, nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same

i. engages in business with Iran, Sudan, or any foreign terrorist organization as described in Chapters 806 or 807 of the Texas Government Code, or Subchapter F of Chapter 2252 of the Texas Government Code, or
ii. is a company listed by the Texas Comptroller of Public Accounts under Sections 806.051, 807.051, or 2252.153 of the Texas Government Code. The term "foreign terrorist organization" in this paragraph has the meaning assigned to such term in Section 2252.151 of the Texas Government Code

29. COMBATING TRAFFICKING IN PERSONS

Pursuant to Chapter 52.222-50 of the F.A.R. the consultant agrees to comply with all provisions of the Combating Trafficking in Persons Act.

30. TEXAS ETHICS COMMISSION (10 TAC 2252)

A governmental entity or state agency may not enter into a contract described by Subsection (b) with a business entity unless the business entity, in accordance with this section and rules adopted under this section, submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The disclosure of interested parties must be submitted on a form prescribed by the Texas Ethics Commission that includes:

(1) a list of each interested party for the contract of which the contracting business entity is aware; and

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(2) the signature of the authorized agent of the contracting business entity, acknowledging that the disclosure is made under oath and under penalty of perjury.

PART V - APPENDICES

CONFLICT OF INTEREST

DISCLOSURE OF LOBBYING ACTIVITIES

CERTIFICATION REGARDING LOBBYING

CERTIFICATE OF INTERESTED PARTIES FORM 1295

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CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY
Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

N/A

Name of Officer

4 **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☒ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☒ No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

Signature of vendor doing business with the governmental entity

6/13/2022

Date

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CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

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CERTIFICATION OF FILING

Certificate Number:
2022-898470

Date Filed:
06/13/2022

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
KSA Engineers, Inc.
Longview, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
City of Diboll, Texas

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
ARPA award no. ARP-TX-21-019
100649 Professional services in association with the ARPA project to construct approximately 4800 l.f. of waterline.

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Fortner, Mitchell	Longview, TX United States	X	
Hicks III, Walter F.	Tyler, TX United States	X	
Phipps, Craig	Sugar Land, TX United States	X	
Burns, Michael	Longview, TX United States	X	
Buck, Lanny	Longview, TX United States	X	
Aylor, Christopher	Tyler, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Mitchell L. Fortner, and my date of birth is 4/17/1962.

My address is 140 E. Tyler Street, Suite 600 (street), Longview (city), TX (state), 75601 (zip code), USA (country).

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Gregg County, State of Texas, on the 13th day of June (month), 2022 (year).

Signature of authorized agent of contracting business entity
(Declarant)

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KSA A·DYNAMIC·PERSPECTIVE

211 E. Shepherd Ave., Suite 205
Lufkin, TX 75901
936.637.6061

June 9, 2022

Mr. Jason Arnold
City Manager
City of Diboll
400 Kenley Street
Diboll, Texas 75941

Via Electronic Mail

Re: KSA Engineers, Inc. General Services Agreement
Extension of Agreement Term

Dear Mr. Arnold:

The current General Services Agreement between the City of Diboll and KSA dated January 9, 2012, was effective for five years with provisions for extension and renewal.

KSA respectfully requests a 5-year extension of this agreement from the original effective date with an annual adjustment of the hourly rate schedule. The extension would extend this agreement through January 9, 2027. If this extension is acceptable, please indicate by signing below.

KSA has greatly appreciated the opportunity to work with Diboll over the last 38 years and looks forward to our continued relationship. Please let me or C. Daniel "Danny" Hays, P.E. know if you have any questions.

Sincerely,

KSA

Joncie H. Young, P.E.
Director of Client Services

Attachment: 2022 Rate Schedule

Agreed and accepted this _____ day of _____, 2022

By: _____

Name: _____

Title: _____

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KSA

2022 SCHEDULE OF HOURLY FEES

Principal	$270.00/hour
Senior Environmental Planner	$220.00/hour
Environmental Planner	$175.00/hour
Senior Aviation Planner	$220.00/hour
Aviation Planner	$180.00/hour
Senior Urban Design Planner	$215.00/hour
Urban Design Planner	$185.00/hour
Development Services Manager	$195.00/hour
Electrical Engineer	$175.00/hour
Electrical Design Engineer	$145.00/hour
Mechanical Engineer	$185.00/hour
Senior Project Manager	$230.00/hour
Project Manager	$175.00/hour
Senior Project Engineer	$170.00/hour
Project Engineer	$150.00/hour
Senior Design Engineer	$130.00/hour
Design Engineer	$115.00/hour
Senior Project Architect	$215.00/hour
Project Architect	$145.00/hour
Design Architect	$105.00/hour
GIS Specialist	$180.00/hour
Senior Engineering Technician	$195.00/hour
Engineering Technician	$105.00/hour
Senior Design Technician	$125.00/hour
Design Technician	$ 90.00/hour
Safety Manager	$135.00/hour
Safety Specialist	$100.00/hour
TCEQ Instructor	$100.00/hour
Regulation Compliance Specialist	$100.00/hour
Project Assistant	$ 90.00/hour
Senior CAD Technician	$ 90.00/hour
CAD Technician	$ 85.00/hour
Senior Project Representative	$110.00/hour
Senior Project Representative - After Hours	$130.00/hour
Project Representative	$ 95.00/hour
Project Representative - After Hours	$115.00/hour
Graphic Designer	$ 75.00/hour
Administrative Assistant	$ 75.00/hour
Secretary	$ 55.00/hour
Three-Man Survey Crew	$195.00/hour
Two-Man Survey Crew	$165.00/hour
Senior Registered Surveyor	$175.00/hour
Registered Surveyor	$140.00/hour
Senior Survey Technician	$120.00/hour
Survey Technician	$100.00/hour
Mileage	$ 0.56/mile
ATV (4-Wheeler)	$100.00/day
GPS	$100.00/day

Reimbursable Expenses (Travel, Lodging, Copies, Printing)	Actual Cost
Outside Consultants	Cost + 15%

NOTE: The Standard Hourly Rates and Reimbursable Expenses Schedule shall be adjusted annually as of January to reflect equitable changes in the compensation payable to Engineer.

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This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the Controlling Laws and Regulations.

STANDARD FORM OF AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

TASK ORDER EDITION

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

EJCDC
ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

and

Issued and Published Jointly by

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American Council of Engineering Companies

AGC of America
The Associated General Contractors of America
Quality People. Quality Projects.

ASCE American Society of Civil Engineers

PE National Society of Professional Engineers
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A Practice Division of the
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This Agreement has been prepared for use with the Standard General Conditions of the Construction Contract (EJCDC C-700, 2007 Edition). Their provisions are interrelated, and a change in one may necessitate a change in the other. For guidance on the completion and use of this Agreement, see EJCDC User's Guide to the Owner-Engineer Agreement, EJCDC E-001, 2009 Edition.

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AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

TASK ORDER EDITION

THIS IS AN AGREEMENT effective as of January 9, 2012 ("Effective Date") between Diboll, Texas ("Owner") and KSA Engineers, Inc. ("Engineer").

From time to time Owner may request that Engineer provide professional services for Specific Projects. Each engagement will be documented by a Task Order. This Agreement sets forth the general terms and conditions which shall apply to all Task Orders duly executed under this Agreement.

Owner and Engineer further agree as follows:

ARTICLE 1 – SERVICES OF ENGINEER

1.01 *Scope*

A. Engineer's services will be detailed in a duly executed Task Order for each Specific Project. The general format of a Task Order is shown in Attachment 1 to this Agreement. Each Task Order will indicate the specific services to be performed and deliverables to be provided. Basic and Additional Services that may be included in a Task Order are set forth in Exhibit A, "Engineer's Services."

B. This Agreement is not a commitment by Owner to Engineer to issue any Task Orders.

C. Engineer shall not be obligated to perform any prospective Task Order unless and until Owner and Engineer agree as to the particulars of the Specific Project, including the scope of Engineer's services, time for performance, Engineer's compensation, and all other appropriate matters.

1.02 *Task Order Procedure*

A. Owner and Engineer shall agree on the scope, time for performance, and basis of compensation for each Task Order. Each duly executed Task Order shall be subject to the terms and conditions of this Agreement.

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B. Engineer will commence performance as set forth in the Task Order.

ARTICLE 2 – OWNER'S RESPONSIBILITIES

2.01 *General*

A. Owner shall have the responsibilities set forth herein, in Exhibit B, "Owner's Responsibilities," and in each Task Order.

B. Owner shall compensate Engineer as set forth in each Task Order, pursuant to the applicable terms of Exhibit C.

C. Owner shall be responsible for, and Engineer may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by Owner to Engineer pursuant to this Agreement. Engineer may use such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement.

ARTICLE 3 – TERM; TIMES FOR RENDERING SERVICES

3.01 *Term*

A. This Agreement shall be effective and applicable to Task Orders issued hereunder for five (5) years from the Effective Date of the Agreement.

B. The parties may extend or renew this Agreement, with or without changes, by written instrument establishing a new term.

3.02 *Times for Rendering Services*

A. The times for performing services or providing deliverables will be stated in each Task Order. If no times are so stated, Engineer will perform services and provide deliverables within a reasonable time.

B. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's services is impaired, or Engineer's services are delayed or suspended, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.

C. If Owner authorizes changes in the scope, extent, or character of the Specific Project, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.

D. Owner shall make decisions and carry out its other responsibilities in a timely manner so as not to delay the Engineer's performance of its services.

E. If Engineer fails, through its own fault, to complete the performance required in a Task Order within the time set forth, as duly adjusted, then Owner shall be entitled, as its sole remedy, to the recovery of direct damages, if any, resulting from such failure.

F. With respect to each Task Order, the number of Construction Contracts for Work designed or specified by Engineer upon which the Engineer's compensation has been established shall be identified in the Task Order. If the Work designed or specified by Engineer under a Task Order is

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to be performed or furnished under more than one prime contract, or if Engineer's services are to be separately sequenced with the work of one or more prime Contractors (such as in the case of fast-tracking), then Owner and Engineer shall, prior to commencement of final design services, develop a schedule for performance of Engineer's remaining services in order to sequence and coordinate properly such services as are applicable to the work under such separate Construction Contracts. This schedule is to be prepared and included in or become an amendment to the authorizing Task Order whether or not the work under such contracts is to proceed concurrently.

ARTICLE 4 – INVOICES AND PAYMENTS

4.01 *Invoices*

A. *Preparation and Submittal of Invoices:* Engineer shall prepare invoices in accordance with its standard invoicing practices, the terms of Exhibit C, and the specific Task Order. Engineer shall submit its invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt.

4.02 *Payments*

A. *Application to Interest and Principal:* Payment will be credited first to any interest owed to Engineer and then to principal.

B. *Failure to Pay:* If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer's invoice, then:

1. the compounded amount due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day; and

2. Engineer may, after giving seven days written notice to Owner, suspend services under any Task Order issued until Owner has paid in full all amounts due for services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension.

C. *Disputed Invoices:* If Owner contests an invoice, Owner may withhold only that portion so contested, and must pay the undisputed portion.

D. *Legislative Actions:* If after the Effective Date of a Task Order any governmental entity takes a legislative action that imposes sales or use taxes, fees, or charges on Engineer's services or compensation under the Task Order, then the Engineer may invoice such new taxes, fees, or charges as a Reimbursable Expense to which a factor of 1.0 shall be applied. Owner shall reimburse Engineer for the cost of such invoiced new taxes, fees, and charges; such reimbursement shall be in addition to the compensation to which Engineer is entitled under the terms of Exhibit C and the specific Task Order.

ARTICLE 5 – OPINIONS OF COST

5.01 *Opinions of Probable Construction Cost*

A. Engineer's opinions of probable Construction Cost are to be made on the basis of Engineer's experience and qualifications and represent Engineer's estimate as an experienced and qualified professional generally familiar with the construction industry. However, because Engineer has no

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control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by Engineer. If Owner requires greater assurance as to probable Construction Cost, Owner must employ an independent cost estimator as provided in Exhibit B.

5.02 *Designing to Construction Cost Limit*

A. If a Construction Cost limit for a Specific Project is established between Owner and Engineer in a Task Order, Engineer's rights and responsibilities with respect thereto will be governed by Exhibit F, "Construction Cost Limit," to this Agreement.

5.03 *Opinions of Total Project Costs*

A. The services, if any, of Engineer with respect to Total Project Costs for a Specific Project shall be limited to assisting the Owner in collating the various cost categories which comprise Total Project Costs. Engineer assumes no responsibility for the accuracy of any opinions of Total Project Costs.

ARTICLE 6 – GENERAL CONSIDERATIONS

6.01 *Standards of Performance*

A. *Standard of Care:* The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's services.

B. *Technical Accuracy:* Owner shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct deficiencies in technical accuracy without additional compensation unless such corrective action is directly attributable to deficiencies in Owner-furnished information.

C. *Consultants:* Engineer shall serve as Owner's prime professional under each Task Order. Engineer may employ such Consultants as Engineer deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by Owner.

D. *Reliance on Others:* Subject to the standard of care set forth in Paragraph 6.01.A, Engineer and its Consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.

E. *Compliance with Laws and Regulations, and Policies and Procedures:* Engineer and Owner shall comply with applicable Laws and Regulations.

1. Prior to the Effective Date of each Task Order, Owner shall provide to Engineer in writing any and all policies and procedures of Owner applicable to Engineer's performance of services under such Task Order. Engineer shall comply with such policies and procedures pursuant to the standard of care set forth in Paragraph 6.01.A, and to the extent compliance is not inconsistent with professional practice requirements.

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2. Each Task Order is based on Laws and Regulations and Owner-provided written policies and procedures as of the Effective Date of such Task Order. Changes after the Effective Date to these Laws and Regulations, or to Owner-provided written policies and procedures, may be the basis for modifications to Owner's responsibilities or to Engineer's scope of services, times of performance, or compensation.

F. Engineer shall not be required to sign any documents, no matter by whom requested, that would result in Engineer having to certify, guarantee, or warrant the existence of conditions whose existence Engineer cannot ascertain within its services for that Specific Project. Owner agrees not to make resolution of any dispute with Engineer or payment of any amount due to the Engineer in any way contingent upon Engineer signing any such certification.

G. The General Conditions for any construction contract documents prepared hereunder are to be the "Standard General Conditions of the Construction Contract" as prepared by the Engineers Joint Contract Documents Committee (EJCDC C-700, 2007 Edition) unless both parties mutually agree in a Task Order to use other General Conditions.

H. Engineer shall not at any time supervise, direct, control, or have authority over any contractor work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, for the safety precautions and programs incident thereto, for security or safety at the Site, nor for any failure of a contractor to comply with Laws and Regulations applicable to such contractor's furnishing and performing of its work.

I. Engineer neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform the Work in accordance with the Contract Documents.

J. Engineer shall not provide or have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or research, or for enforcement of construction insurance or surety bonding requirements.

K. Engineer shall not be responsible for the acts or omissions of any Contractor, Subcontractor, or Supplier, or of any of their agents or employees or of any other persons (except Engineer's own employees and its Consultants) at a Site or otherwise furnishing or performing any of a Contractor's work; or for any decision made regarding the Contract Documents, or any application, interpretation, or clarification of the Contract Documents other than those made by Engineer.

L. While at a Site, Engineer's employees and representatives shall comply with the specific applicable requirements of Contractor's and Owner's safety programs of which Engineer has been informed in writing.

6.02 *Design Without Construction Phase Services*

A. For each design performed or furnished, Engineer shall be responsible only for those Construction Phase services that have been itemized and expressly required of Engineer in the authorizing Task Order. With the exception of such expressly required services, Engineer shall have no design, shop drawing review, or other obligations during construction and Owner assumes all responsibility for the application and interpretation of the Contract Documents, contract administration, construction observation and review, and all other necessary Construction Phase engineering and professional services. Owner waives all claims against the Engineer that may be in any way connected to

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Construction Phase engineering or professional services except for those services that are expressly required of Engineer in the authorizing Task Order.

6.03 *Use of Documents*

A. All Documents are instruments of service in respect to a Specific Project, and Engineer shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of the Engineer) whether or not the Specific Project is completed. Owner shall not rely in any way on any Document unless it is in printed form, signed or sealed by the Engineer or one of its Consultants.

B. Either party to this Agreement may rely that data or information set forth on paper (also known as hard copies) that the party receives from the other party by mail, hand delivery, or facsimile, are the items that the other party intended to send. Files in electronic media format of text, data, graphics, or other types that are furnished by one party to the other are furnished only for convenience, not reliance by the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern. If the parties agree to other electronic transmittal procedures, such are set forth in Exhibit J.

C. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any transmittal errors detected within the 60-day acceptance period will be corrected by the party delivering the electronic files.

D. When transferring documents in electronic media format, the transferring party makes no representations as to long term compatibility, usability, or readability of such documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the documents' creator.

E. Owner may make and retain copies of Documents for information and reference in connection with use on the Specific Project by Owner. Engineer grants Owner a limited license to use the Documents on the Specific Project, extensions of the Specific Project, and for related uses of the Owner, subject to receipt by Engineer of full payment for all services relating to preparation of the Documents and subject to the following limitations: (1) Owner acknowledges that such Documents are not intended or represented to be suitable for use on the Specific Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Specific Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer; (2) any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or its Consultants; (3) Owner shall indemnify and hold harmless Engineer and Engineer's Consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the Documents without written verification, completion, or adaptation by Engineer; and (4) such limited license to Owner shall not create any rights in third parties.

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F. If Engineer at Owner's request verifies or adapts the Documents for extensions of the Specific Project or for any other purpose, then Owner shall compensate Engineer at rates or in an amount to be agreed upon by Owner and Engineer.

6.04 *Insurance*

A. At all times when any Task Order is under performance, Engineer shall procure and maintain insurance as set forth in Exhibit G, "Insurance." Engineer shall cause Owner to be listed as an additional insured on any applicable general liability insurance policy carried by Engineer which is applicable to a Specific Project.

B. At all times when any Task Order is under performance, Owner shall procure and maintain insurance as set forth in Exhibit G.

C. Owner shall require Contractors to purchase and maintain policies of insurance covering workers' compensation, general liability, property damage (other than to the Work itself), motor vehicle damage and injuries, and other insurance necessary to protect Owner's and Engineer's interests in the Project. Owner shall require Contractor to cause Engineer and its Consultants to be listed as additional insureds with respect to such liability and other insurance purchased and maintained by Contractors.

D. Owner and Engineer shall each deliver to the other certificates of insurance evidencing the coverages indicated in Exhibit G. Such certificates shall be furnished prior to commencement of Engineer's services under any Task Order and at renewals thereafter during the life of this Agreement.

E. All policies of property insurance relating to a Specific Project shall contain provisions to the effect that Engineer's and Consultants' interests are covered and that in the event of payment of any loss or damage the insurers will have no rights of recovery against Engineer or its Consultants, or any insureds, additional insureds, or loss payees thereunder.

F. All policies of insurance shall contain a provision or endorsement that the coverage afforded will not be canceled or reduced in limits by endorsement, and that renewal will not be refused, until at least 30 days prior written notice has been given to Owner and Engineer and to each other additional insured (if any) to which a certificate of insurance has been issued.

G. Under the terms of any Task Order, or after commencement of performance of a Task Order, Owner may request that Engineer or its Consultants, at Owner's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Exhibit G. If so requested by Owner, and if commercially available, Engineer shall obtain and shall require its Consultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by Owner.

6.05 *Suspension and Termination*

A. *Suspension*

1. *By Owner:* Owner may suspend a Task Order upon seven days written notice to Engineer.

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2. *By Engineer:* If Engineer's services are substantially delayed through no fault of Engineer, then Engineer may, after giving seven days written notice to Owner, suspend services under a Task Order.

B. *Termination:* The obligation to provide further services under this Agreement, or under a Task Order, may be terminated:

1. For cause,

a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement or any Task Order through no fault of the terminating party.

b. By Engineer:

1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or

2) upon seven days written notice if the Engineer's services under a Task Order are delayed or suspended for more than 90 days for reasons beyond Engineer's control.

3) Engineer shall have no liability to Owner on account of such termination.

c. Notwithstanding the foregoing, neither this Agreement nor the Task Order will terminate under Paragraph 6.05.B.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. For convenience,

a. By Owner effective upon Engineer's receipt of notice from Owner.

C. *Effective Date of Termination:* The terminating party under Paragraph 6.05.B may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Task Order materials in orderly files.

D. *Payments Upon Termination:*

1. In the event of any termination under Paragraph 6.05, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all Reimbursable Expenses incurred through the effective date of

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termination. Upon making such payment, Owner shall have the limited right to the use of Documents, at Owner's sole risk, subject to the provisions of Paragraph 6.03.E.

2. In the event of termination by Owner for convenience or by Engineer for cause, Engineer shall be entitled, in addition to invoicing for those items identified in Paragraph 6.05.D.1, to invoice Owner and to payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with Engineer's Consultants, and other related close-out costs, using methods and rates for Additional Services as set forth in Exhibit C.

6.06 *Controlling Law:*

A. This Agreement is to be governed by the law of the state ~~or jurisdiction in which the Specific Project is located.~~ of Texas.

B. Any controversy or claim arising out of or relating to this Agreement or breach thereof shall be settled in the federal and state courts in Gregg County, Texas.

6.07 *Successors, Assigns, and Beneficiaries:*

A. Owner and Engineer each is hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 6.07.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.

B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

C. Unless expressly provided otherwise in this Agreement:

1. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Contractor, Subcontractor, Supplier, other individual or entity, or to any surety for or employee of any of them.

2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.

3. The Owner agrees that the substance of the provisions of this Paragraph 6.07.C shall appear in any Contract Documents prepared for any Specific Project under this Agreement.

6.08 *Dispute Resolution:*

A. Owner and Engineer agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to invoking the procedures of Exhibit H or other provisions of this Agreement, or exercising their rights under law.

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B. If the parties fail to resolve a dispute through negotiation under Paragraph 6.08.A, then either or both may invoke the procedures of Exhibit H. If Exhibit H is not included, or if no dispute resolution method is specified in Exhibit H, then the parties may exercise their rights under law.

6.09 *Environmental Condition of Site:*

A. With respect to each Task Order, Specific Project, and Site:

1. Owner has disclosed to Engineer in writing the existence of all known and suspected Asbestos, PCBs, Petroleum, Hazardous Waste, Radioactive Material, hazardous substances, and other Constituents of Concern located at or near the Site, including type, quantity, and location.

2. Owner represents to Engineer that to the best of its knowledge no Constituents of Concern, other than those disclosed in writing to Engineer, exist at the Site.

3. If Engineer encounters or learns of an undisclosed Constituent of Concern at the Site, then Engineer shall notify (a) Owner and (b) appropriate governmental officials if Engineer reasonably concludes that doing so is required by applicable Laws or Regulations.

4. It is acknowledged by both parties that Engineer's scope of services does not include any services related to Constituents of Concern. If Engineer or any other party encounters an undisclosed Constituent of Concern, or if investigative or remedial action, or other professional services, are necessary with respect to disclosed or undisclosed Constituents of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Specific Project affected thereby until Owner: (1) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the Constituents of Concern; and (2) warrants that the Site is in full compliance with applicable Laws and Regulations.

5. If the presence at the Site of undisclosed Constituents of Concern adversely affects the performance of Engineer's services under this Agreement, then the Engineer shall have the option of (a) accepting an equitable adjustment in its compensation or in the time of completion, or both; or (b) terminating this Agreement for cause on 30 days notice.

6. Owner acknowledges that Engineer is performing professional services for Owner and that Engineer is not and shall not be required to become an "owner," "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with Engineer's activities under this Agreement.

6.10 *Indemnification and Mutual Waiver*

A. *Indemnification by Engineer:* To the fullest extent permitted by law, Engineer shall indemnify and hold harmless Owner, and Owner's officers, directors, members, partners, agents, consultants, and employees from reasonable claims, costs, losses, and damages arising out of or relating to this Agreement, any Task Order, or any Specific Project, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Engineer or Engineer's officers, directors,

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members, partners, agents, employees, or Consultants. **This indemnification provision is subject to and limited by the provisions, if any, agreed to by Owner and Engineer in Exhibit I, "Limitations of Liability."**

B. *Indemnification by Owner:* Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants as required by Laws and Regulations and to the extent (if any) required in Exhibit I, Limitations of Liability.

C. *Environmental Indemnification:* To the fullest extent permitted by law, Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals, and all court, arbitration, or other dispute resolution costs) caused by, arising out of, relating to, or resulting from a Constituent of Concern at, on, or under any Site, provided that (i) any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, and (ii) nothing in this Paragraph shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.

D. *Percentage Share of Negligence*: To the fullest extent permitted by law, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, shall not exceed the percentage share that the party's negligence bears to the total negligence of Owner, Engineer, and all other negligent entities and individuals.

E. *Mutual Waiver*: To the fullest extent permitted by law, Owner and Engineer waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to a Specific Project.

6.11 *Miscellaneous Provisions*

A. *Notices:* Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, by facsimile, by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.

B. *Survival:* All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

C. *Severability:* Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Engineer, which agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

D. *Waiver:* A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

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E. *Accrual of Claims*: To the fullest extent permitted by law, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of Substantial Completion of each particular Specific Project.

F. *Applicability to Task Orders:* The terms and conditions set forth in this Agreement apply to each Task Order as if set forth in the Task Order, unless specifically modified. In the event of conflicts between this Agreement and a Task Order, the conflicting provisions of the Task Order shall take precedence for that Task Order. The provisions of this Agreement shall be modified only by a written instrument. Such amendments shall be applicable to all Task Orders issued after the effective date of the amendment if not otherwise set forth in the amendment.

G. *Non-Exclusive Agreement*: Nothing herein shall establish an exclusive relationship between Owner and Engineer. Owner may enter into similar agreements with other professionals for the same or different types of services contemplated hereunder, and Engineer may enter into similar or different agreements with other project owners for the same or different services contemplated hereunder.

ARTICLE 7 – DEFINITIONS

7.01 *Defined Terms*

A. Wherever used in this Agreement (including the Exhibits hereto and any Task Order) terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above, in the exhibits or Task Order, or in the following provisions:

1. *Addenda:* Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Documents.

2. *Additional Services:* Services to be performed for or furnished to Owner by Engineer in accordance with a Task Order which are not included in Basic Services for that Task Order.

3. *Agreement:* This "Agreement between Owner and Engineer for Professional Services – Task Order Edition" including those Exhibits listed in Article 8 and any duly executed Task Order.

4. *Application for Payment:* The form acceptable to Engineer which is to be used by a Contractor in requesting progress or final payments for the completion of its Work and which is to be accompanied by such supporting documentation as is required by the Contract Documents.

5. *Asbestos:* Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.

6. *Basic Services:* Specified services to be performed for or furnished to Owner by Engineer in accordance with a Task Order.

7. *Bid:* The offer or proposal of a bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

8. *Bidding Documents:* The advertisement or invitation to Bid, instructions to bidders, the Bid form and attachments, the Bid bond, if any, the proposed Contract Documents, and all Addenda, if any.

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9. *Change Order:* A document recommended by Engineer, which is signed by a Contractor and Owner to authorize an addition, deletion or revision in the Work, or an adjustment in the Contract Price or the Contract Times.

10. *Constituent of Concern:* Any substance, product, waste, or other material of any nature whatsoever (including, but not limited to, Asbestos, Petroleum, Radioactive Material, and PCBs) which is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. ("CERCLA"); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§1801 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. ("RCRA"); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; and (g) any other federal, state, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

11. *Construction Agreement:* The written instrument which is evidence of the agreement, contained in the Contract Documents, between Owner and a Contractor covering the Work.

12. *Construction Contract:* The entire and integrated written agreement between Owner and Contractor concerning the Work.

13. *Construction Cost:* The cost to Owner of those portions of an entire Specific Project designed or specified by Engineer. Construction Cost does not include costs of services of Engineer or other design professionals and consultants; cost of land or rights-of-way, or compensation for damages to properties; Owner's costs for legal, accounting, insurance counseling or auditing services; interest or financing charges incurred in connection with a Specific Project; or the cost of other services to be provided by others to Owner pursuant to Exhibit B of this Agreement. Construction Cost is one of the items comprising Total Project Costs.

14. *Consultants:* Individuals or entities having a contract with Engineer to furnish services with respect to a Specific Project as Engineer's independent professional associates, consultants, subcontractors, or vendors. The term Engineer includes Engineer's Consultants.

15. *Contract Documents:* Those items so designated in the Construction Contract, including the Drawings, Specifications, construction agreement, and general and supplementary conditions. Only printed or hard copies of the items listed in the Construction Contract are Contract Documents. Approved Shop Drawings, other Contractor submittals, and the reports and drawings of subsurface and physical conditions are not Contract Documents.

16. *Contract Price:* The moneys payable by Owner to a Contractor for completion of the Work in accordance with the Contract Documents and as stated in the Construction Agreement.

17. *Contract Times:* The numbers of days or the dates stated in a Construction Agreement to: (i) achieve Substantial Completion, and (ii) complete the Work so that it is ready for final payment as evidenced by Engineer's written recommendation of final payment.

18. *Contractor:* The entity or individual with which Owner has entered into the Construction Contract.

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19. *Correction Period:* The time after Substantial Completion during which a Contractor must correct, at no cost to Owner, any Defective Work, normally one year after the date of Substantial Completion or such longer period of time as may be prescribed by Laws or Regulations or by the terms of any applicable special guarantee or specific provision of the Contract Documents.

20. *Defective:* An adjective which, when modifying the word Work, refers to Work that is unsatisfactory, faulty, or deficient, in that it does not conform to the Contract Documents, or does not meet the requirements of any inspection, reference standard, test, or approval referred to in the Contract Documents, or has been damaged prior to Engineer's recommendation of final payment.

21. *Documents:* Data, reports, Drawings, Specifications, Record Drawings, and other deliverables, whether in printed or electronic media format, provided or furnished in appropriate phases by Engineer to Owner pursuant to this Agreement.

22. *Drawings:* That part of the Contract Documents prepared or approved by Engineer which graphically shows the scope, extent, and character of the Work to be performed by a Contractor. Shop Drawings are not Drawings as so defined.

23. *Effective Date of the Construction Agreement:* The date indicated in a Construction Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Construction Agreement is signed and delivered by the last of the two parties to sign and deliver.

24. *Effective Date of the Agreement*: The date indicated in this Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.

25. *Effective Date of the Task Order*: The date indicated in the Task Order on which it becomes effective, but if no such date is indicated, it means the date on which the Task Order is signed and delivered by the last of the two parties to sign and deliver.

26. *Engineer:* The individual or entity named as such in this Agreement.

27. *Field Order:* A written order issued by Engineer which directs minor changes in the Work but which does not involve a change in the Contract Price or the Contract Times.

28. *General Conditions*: That part of the Contract Documents which sets forth terms, conditions, and procedures that govern the Work to be performed or furnished by a Contractor with respect to a Specific Project.

29. *Hazardous Waste*: The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.

30. *Laws and Regulations; Laws or Regulations:* Any and all applicable laws, rules, regulations, ordinances, codes, standards, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

31. *Owner:* The individual or entity with which Engineer has entered into this Agreement and for which the Engineer's services are to be performed. Unless indicated otherwise, this is the

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same individual or entity that will enter into any construction contracts concerning the Project.

32. *PCBs:* Polychlorinated biphenyls.

33. *Petroleum:* Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Waste and crude oils.

34. *Project:* The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part.

35. *Radioactive Materials:* Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.

36. *Record Drawings:* The Drawings as issued for construction on which Engineer, upon completion of the Work, has shown changes due to Addenda or Change Orders and other information which Engineer considers significant based on record documents furnished by Contractor to Engineer and which were annotated by Contractor to show changes made during construction.

37. *Reimbursable Expenses:* The expenses incurred directly by Engineer in connection with the performing or furnishing of Basic and Additional Services for a Specific Project for which Owner shall pay Engineer as indicated in Exhibit C.

38. *Resident Project Representative:* The authorized representative, if any, of Engineer assigned to assist Engineer at the Site of a Specific Project during the Construction Phase. As used herein, the term Resident Project Representative or "RPR" includes any assistants or field staff of the RPR agreed to by Owner. The duties and responsibilities of the RPR will be as set forth in each Task Order.

39. *Samples:* Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.

40. *Shop Drawings:* All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for a Contractor and submitted by a Contractor to Engineer to illustrate some portion of the Work.

41. *Site:* Lands or areas indicated in the Contract Documents for a Specific Project as being furnished by Owner upon which the Work is to be performed, rights-of-way and easements for access thereto, and such other lands furnished by Owner which are designated for use of a Contractor.

42. *Specifications:* That part of the Contract Documents prepared by Engineer consisting of written technical descriptions of materials, equipment, systems, standards, and workmanship as applied to the Work to be performed by a Contractor and certain administrative details applicable thereto.

43. *Specific Project:* An undertaking of Owner as set forth in a Task Order.

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44. *Subcontractor*: An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work at a Site.

45. *Substantial Completion:* The time at which the Work has progressed to the point where, in the opinion of Engineer, the Work is sufficiently complete, in accordance with the Contract Documents, so that the Work can be utilized for the purposes for which it is intended.

46. *Supplementary Conditions:* That part of the Contract Documents which amends or supplements the General Conditions.

47. *Supplier:* A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or Subcontractor.

48. *Task Order:* A document executed by Owner and Engineer, including amendments if any, stating the scope of services, Engineer's compensation, times for performance of services and other relevant information for a Specific Project.

49. *Total Project Costs:* The sum of the Construction Cost, allowances for contingencies, the total costs of services of Engineer or other design professionals and consultants, cost of land, rights-of-way, or compensation for damages to properties, or Owner's costs for legal, accounting, insurance counseling, or auditing services, or interest and financing charges incurred in connection with a Specific Project, or the cost of other services to be provided by others to Owner pursuant to Exhibit B of this Agreement.

50. *Work:* The entire completed construction or the various separately identifiable parts thereof required to be provided under the Contract Documents for a Specific Project. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by those Contract Documents.

51. *Work Change Directive:* A written directive to a Contractor signed by Owner upon recommendation of the Engineer, ordering an addition, deletion, or revision in the Work, or responding to differing or unforeseen subsurface or physical conditions under which the Work is to be performed or to emergencies. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the change directed or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times.

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ARTICLE 8 – EXHIBITS AND SPECIAL PROVISIONS

8.01 *Exhibits*

Attachment 1, Task Order ~~(Suggested Form)~~

Exhibit A, Engineer's Services

Exhibit B, Owner's Responsibilities

Exhibit C, Payments to Engineer for Services and Reimbursable Expenses

Exhibit D, Duties, Responsibilities and Limitations of Authority of Resident Project Representative

Exhibit E, Not Included

Exhibit F, Not Included

Exhibit G, Insurance

Exhibit H, Dispute Resolution

Exhibit I, Limitations on Liability

Exhibit J, Special Provisions

Exhibit K, Amendment to Task Order

8.02 *Total Agreement*

A. This Agreement (together with the Exhibits identified as included above) constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument based on the format provided in Exhibit K to this Agreement, "Amendment to Task Order."

8.03 *Designated Representatives*

A. With the execution of this Agreement, Engineer and Owner shall designate specific individuals to act as Engineer's and Owner's representatives with respect to the services to be performed or furnished by Engineer and responsibilities of Owner under this Agreement. Such individuals shall have authority to transmit instructions, receive information, and render decisions relative to the Agreement on behalf of each respective party. Each Task Order shall likewise designate representatives of the two parties.

8.04 *Engineer's Certifications*

A. Engineer certifies that it has not engaged in corrupt, fraudulent, or coercive practices in competing for or in executing the Agreement. For the purposes of this Paragraph 8.04:

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1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the selection process or in the Agreement execution;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the selection process or the execution of the Agreement to the detriment of Owner, or (b) to deprive Owner of the benefits of free and open competition;

3. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or affect the execution of the Agreement.

8.05 *Scanned Reproductions*

A. The parties agree and stipulate that the original of this Agreement, including the signature page and any attachments, may be scanned and stored in a computer database or similar device, and that any printout or other output readable by sight, the reproduction of which is shown to accurately reproduce the original, may be used for any purpose just as if it were the original, including proof of the content of the original writing.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on Page 1.

OWNER: Diboll, Texas	ENGINEER: KSA Engineers, Inc.
By:	By:
Name: Mr. Dennis McDuffie	Name: Robert L. Thurber, P.E.
Title: City Manager	Title: Principal
	Engineer License or Firm's Certificate No. F-1356
	State of: Texas
Date Signed: 1-09-12	Date Signed: 1-09-12
Address for giving notices:	Address for giving notices:
City of Diboll	140 East Tyler Street
P.O. Box 340; 400 Kenley	Suite 600
Diboll, Texas 75941	Longview, TX 75606

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DESIGNATED REPRESENTATIVE
(Paragraph 8.03.A):

Name: _____

Title: _____

Phone Number: _____

Facsimile Number: _____

E-Mail Address: _____

DESIGNATED REPRESENTATIVE
(Paragraph 8.03.A):

Name: Robert L. Thurber, P.E.

Title: Vice President

Phone Number: 936-637-6061

Facsimile Number: 936-637-6239

E-Mail Address: bthurber@ksaeng.com

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TASK ORDER FORM

This is Task Order No.____,
consisting of 6 pages,
dated _____.

KSA Project Number:
Owner Project (or Purchase Order) Number:
Project Name:

In accordance with paragraph 1.01 of the Standard Form of Agreement Between Owner and Engineer for Professional Services – Task Order Edition, dated _____ ("Agreement"), Owner and Engineer agree as follows:

1. **Specific Project Data**

   A. Owner:

   B. Title:

   C. Description:

   D. Number of Construction Contracts:

2. **Services of Engineer**

   A. Provide the services in Exhibit A – Schedule of Engineer's Services as outlined below:

      a. *Study and Report Phase:*
      Engineer shall provide the services outlined in Paragraph A1.01 of the Agreement.

      b. *Preliminary Design Phase:*
      Engineer shall provide the services outlined in Paragraph A1.02 of the Agreement.

      c. *Final Design Phase:*
      Engineer shall provide the services outlined in Paragraph A1.03 of the Agreement.

      d. *Bidding or Negotiating Phase:*
      Engineer shall provide the services outlined in Paragraph A1.04 of the Agreement.

      e. *Construction Phase:*
      Engineer shall provide the services outlined in Paragraph A1.05 of the Agreement.

      f. *Commissioning Phase (or Operational Phase):*
      Engineer shall provide the services outlined in Paragraph A1.06 of the General Services Agreement.

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B. Additional Services of ENGINEER: As noted below, the ENGINEER is hereby authorized to perform the following additional services as outlined in Exhibit A – Paragraphs 2.01 and 2.02:

Included	Excluded		
○	○	a.	Design Survey
○	○	b.	Grant or Loan Application
○	○	c.	Storm Water Pollution Prevention Plan
○	○	d.	Environmental Assessment
○	○	e.	Environmental Information Document
○	○	f.	Resident Project Representative Services
○	○	g.	Construction Survey (Baselines and Benchmarks)
○	○	h.	Geotechnical Investigation
○	○	i.	Materials Testing
○	○	j.	Analytical Testing
○	○	k.	Reimbursable Expenses (Mileage, Printing, Postage & etc.)
○	○	l.	Easement or Boundary Surveys
○	○	m.	Easement or Boundary Descriptions
○	○	n.	Land Acquisition Services
○	○	o.	TxDOT Utility Installation Request Applications
○	○	p.	Operation and Maintenance Manual
○	○	q.	Other:
○	○	r.	Other:
○	○	s.	Other:
○	○	t.	Other:
○	○	u.	Other:
○	○	v.	Other:
○	○	w.	Other:

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3. **Owner's Responsibilities**

Owner shall have those responsibilities set forth in Article 2 and in Exhibit B, except as modified by this Task Order.

4. **Times for Rendering Services**

Item	Calendar Days From Notice to Proceed	Approximate Date
Notice to Proceed from Owner to KSA		
Complete Study and Report Phase		
Complete Preliminary Design Phase		
Complete Final Design Phase		
Submit Plans & Specs for Review by Owner/Reviewing Agency		
Approval of Plans & Specs by Owner		
Approval of Plans & Specs by Reviewing Agency		
Advertise for Bids (minimum 2 notices)		
Pre-Bid Conference		
Open Bids		
Award Bid		
Execute Construction Contract		
Pre-Construction Conference; Issue Notice to Proceed		
Start Construction Phase		
Complete Construction Phase		

Note:
Should review times exceed those identified above, the project schedule will be extended accordingly.

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5. **Payments to Engineer**

A. Owner shall pay Engineer for services rendered as follows:

Work Task	Study & Report Phase	Preliminary Design Phase	Final Design Phase	Bidding Phase	Construction Phase (See Note Two)	Commissioning Phase	Total	Payment Method (See Note 1)
Basic Services								Lump Sum
Subtotal								

								Standard Hourly Rate and Reimbursable Expenses
Subtotal								
Total								

Notes:
[1] Payment Method: Fees shown for services to be provided on the basis of "Standard Hourly Rates and Reimbursable Expenses" are estimated only and are not considered lump sum or not-to-exceed values.
[2] Construction Phase Basic Service assumes a construction period of ____ consecutive calendar days. ENGINEER shall be subject to additional compensation if construction is extended beyond this period.

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6. **Hourly Rates and Reimbursable Expenses Schedule**

Current agreements for engineering services stipulate that Hourly Rates and Reimbursable Expenses are subject to review and adjustment. Rates for reimbursable expenses effective on the date of this Agreement are:

Principal	$145.00/hour
Senior Project Manager	$130.00/hour
Electrical Engineer	$120.00/hour
Project Manager	$110.00/hour
Senior Project Engineer	$95.00/hour
Project Engineer	$85.00/hour
Design Engineer	$75.00/hour
Senior Design Technician	$65.00/hour
Design Technician	$60.00/hour
Project Assistant	$55.00/hour
CADD Technician	$50.00/hour
Bridge Inspector	$55.00/hour
Administrative Assistant	$50.00/hour
Secretary	$40.00/hour
Senior Project Representative	$65.00/hour
Project Representative	$55.00/hour
Four-Man Survey Crew	$150.00/hour
Three-Man Survey Crew	$120.00/hour
Two-Man Survey Crew	$90.00/hour
Registered Surveyor	$80.00/hour
Survey Technician	$60.00/hour
Mileage	$0.58/mile
Flat Bottom Boat	$100.00/day
GPS Equipment	$125.00/day
ATV (4-Wheeler)	$100.00/day
Per Diem (Survey Crew):	
Meals	$25.00/person/day
Lodging	$60.00/day/2-man crew
Reimbursable Expenses (Air Travel, Copies, Printing)	Actual Cost
Outside Consultants	Cost + 15%

*Subject to adjustments on an annual basis.

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7. Terms and Conditions: Execution of this Task Order by Owner and Engineer shall make it subject to the terms and conditions of the Agreement (as modified above), which Agreement is incorporated by this reference. Engineer is authorized to begin performance upon its receipt of a copy of this Task Order signed by Owner.

The Effective Date of this Task Order is _____.

OWNER: Diboll, Texas	ENGINEER: KSA Engineers, Inc.
By: _____	By: _____
Name: _____	Name: Joncie H. Young, P.E.
Title: _____	Title: President
Date Signed: _____	Date Signed: _____
	Engineer License or Firm's Certificate No. F-1356
	State of: Texas
DESIGNATED REPRESENTATIVE FOR TASK ORDER:	DESIGNATED REPRESENTATIVE FOR TASK ORDER:
Name: _____	Name: _____
Title: _____	Title: _____
Address: _____	Address: _____
_____	_____
_____	_____
E-Mail Address: _____	E-Mail Address: _____
Phone: _____	Phone: _____
Fax: _____	Fax: _____

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This is **EXHIBIT A**, consisting of 11 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services – Task Order Edition**
dated 1/9/2012.

Engineer's Services

Introduction:

PART 1 – STUDY AND REPORT PHASE SERVICES – Basic Services

A1.01 *Study and Report Phase*

For each Task Order that includes study or report services, select from or supplement the following possible services:

A. The Engineer shall:

1. Consult with Owner to define and clarify Owner's requirements for a Specific Project and available data.

2. Advise Owner as to the necessity of Owner's providing data or services of the types described in Exhibit B, and, if requested, assist Owner in obtaining such data and services.

3. Identify, consult with, and analyze requirements of governmental authorities having jurisdiction to approve the portions of a Specific Project designed or specified by Engineer, including but not limited to mitigating measures identified in the environmental assessment.

4. Identify and evaluate alternate solutions available to Owner for a Specific Project, and, after consultation with Owner, recommend to Owner those solutions which in Engineer's judgment meet Owner's requirements for a Specific Project.

5. Prepare a report (the "Report") which will, as appropriate, contain schematic layouts, sketches and conceptual design criteria with appropriate exhibits to indicate the agreed-to requirements, considerations involved, and those alternate solutions available to Owner which Engineer recommends. The Report will be accompanied by:

   Engineer's opinion of Total Project Costs for each solution which is so recommended for a Specific Project with each component separately itemized, including the following, which will be separately itemized:

   a. opinion of probable Construction Cost,

   b. allowances for contingencies and for the estimated total costs of design, professional, and related services provided by Engineer and,

   c. on the basis of information furnished by Owner, allowances for other items and services included within the definition of Total Project Costs.

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6. Furnish the number of review copies of the Report to Owner within the time period set forth in the Task Order and review it with Owner.

7. Revise the Report in response to Owner's and other parties' comments, as appropriate, and furnish ~~the number of~~ three final copies of the revised Report to the Owner ~~within the time period set forth in the Task Order~~.

B. Engineer's services under the Study and Report Phase will be considered complete on the date when the final copies of the revised Report have been delivered to Owner.

PART 2: DESIGN ACTIVITIES - Basic Services

A1.02 *Preliminary Design Phase*

For each Task Order that includes preliminary design services, select from or supplement the following possible services:

A. Engineer shall on the basis of the above acceptance, selection, and authorization:

1. Prepare Preliminary Design Phase documents consisting of final design criteria, preliminary drawings, outline specifications and written descriptions of a Specific Project.

2. ~~Provide necessary field surveys and topographic and~~ Request available utility mapping for design purposes. Utility mapping will be based upon information obtained from utility owners.

3. Advise Owner if additional reports, data, information, or services of the types described in Exhibit B are necessary and assist Owner in obtaining such reports, data, information, or services.

4. Based on the information contained in the Preliminary Design Phase documents, submit a current opinion of probable Construction Cost and any adjustments to Total Project Costs known to Engineer, which will be itemized as provided in the Study and Report Phase Services section above.

5. Furnish the Preliminary Design Phase documents to and review them with Owner.

~~6. Submit to Owner the number of final copies of the Preliminary Design Phase documents and revised opinion of probable Construction Cost within the time period set forth in the Task Order.~~

B. Engineer's services under the Preliminary Design Phase will be considered complete on the date when final copies of the Preliminary Design Phase documents have been delivered to Owner.

A1.03 *Final Design Phase*

For each Task Order that includes final design services, select from or supplement the following possible services:

A. Engineer shall:

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1. Prepare final Drawings and Specifications indicating the scope, extent, and character of the Work to be performed and furnished by Contractor. ~~Where appropriate, prepare Specifications in general conformance with the format of the Construction Specifications Institute.~~

2. Provide technical criteria, written descriptions, and design data for Owner's use in filing applications for permits from or approvals of governmental authorities having jurisdiction to review or approve the final design of a Specific Project and assist Owner in consultations with appropriate authorities.

3. Provide Owner a current opinion of probable Construction Cost and any adjustments to Total Project Costs known to Engineer, itemized as provided in the Study and Report Phase Services section above.

4. Prepare and furnish Bidding Documents for review and approval by Owner, its legal counsel, and other advisors, as appropriate, and assist Owner in the preparation of other related documents.

5. Submit ~~the number of~~ three final copies of the Bidding Documents and a current opinion of probable Construction Cost to Owner within the time period set forth in the Task Order.

~~6. Prepare for, coordinate with, participate in, and respond to structured independent review processes, including, but not limited to, construction management, cost estimating, project peer review, value engineering, and constructibility review requested by Owner; and perform or furnish services required to revise studies, reports, Drawings, Specifications, or other Bidding Documents as a result of such review processes.~~

B. Engineer's services under the Final Design Phase will be considered complete on the date when the required submittals have been delivered to Owner.

PART 3: BIDDING AND NEGOTIATION - Basic Services

A1.04 *Bidding or Negotiating Phase*

For each Task Order that includes bidding or negotiation services, select from or supplement the following possible services:

A. The Engineer shall:

1. Assist Owner in advertising for and obtaining bids or negotiating proposals for the Work and, where applicable, maintain a record of prospective bidders to whom Bidding Documents have been issued, attend pre-Bid conferences, if any, and receive and process Contractor deposits or charges for the Bidding Documents.

2. Issue Addenda as appropriate to clarify, correct, or change the Bidding Documents.

3. Consult with Owner as to the acceptability of subcontractors, suppliers, and other individuals and entities proposed by Contractor for those portions of the Work as to which such acceptability is required by the Bidding Documents.

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4. Prepare additional Bidding Documents or Contract Documents for alternate bids or prices requested by Owner for the Work or a portion thereof.

5. If bidding documents require, the Engineer shall evaluate and determine the acceptability of "or equals" and substitute materials and equipment proposed by bidders, but subject to the provisions below regarding additional compensation for an excessive number of such substitute or "or equal" submittals.

6. Attend the bid opening, prepare bid tabulation sheets, and assist Owner in evaluating bids or proposals and in assembling and awarding contracts for the Work.

~~7. Assist Owner with bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services.~~

~~8. Perform or provide the following additional Bidding or Negotiating Phase tasks or deliverables: [*here list any such tasks or deliverables*]~~

B. The Bidding or Negotiating Phase will be considered complete upon commencement of the Construction Phase or upon cessation of negotiations with prospective Contractors (except as may be required if Exhibit F is a part of the Task Order).

PART 4: CONSTRUCTION AND COMMISSIONING - <u>Basic</u> <u>Services</u>

A1.05 *Construction Phase*

For each Task Order that includes Construction Phase services, select from or supplement the following possible services:

A. Engineer shall provide the following services:

1. *General Administration of Construction Contract:* Consult with Owner and act as Owner's representative as provided in the General Conditions. The extent and limitations of the duties, responsibilities and authority of Engineer as assigned in said General Conditions shall not be modified, except as Engineer may otherwise agree in writing. All of Owner's instructions to Contractor will be issued through Engineer, who shall have authority to act on behalf of Owner in dealings with Contractor to the extent provided in this Agreement and said General Conditions except as otherwise provided in writing.

~~2. *Resident Project Representative (RPR):* Provide the services of an RPR at the Site of the Specific Project to assist the Engineer and to provide more extensive observation of Contractor's work. Duties, responsibilities, and authority of the RPR are as set forth in the Task Order and in Exhibit D, "Duties, Responsibilities and Limitations of Authority of Resident Project Representative." The furnishing of such RPR's services will not limit, extend, or modify Engineer's responsibilities or authority except as expressly set forth in Exhibit D.~~

3. *Selecting Independent Testing Laboratory:* Assist Owner in the selection of an independent testing laboratory to perform the services identified in Paragraph B2.01.0.

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4. *Pre-Construction Conference:* Participate in a pre-construction conference prior to commencement of Work at the Site.

5. *Schedules:* Receive, review, and determine the acceptability of any and all schedules that Contractor is required to submit to Engineer, including the Progress Schedule, Schedule of Submittals, and Schedule of Values.

6. *Baselines and Benchmarks:* As appropriate, establish baselines and benchmarks for locating the Work which in Engineer's judgment are necessary to enable Contractor to proceed.

7. *Visits to Site and Observation of Construction:* In connection with observations of Work in progress :

    a. Make visits to the Site at intervals appropriate to the various stages of construction, as Engineer deems necessary, in order to observe as an experienced and qualified design professional the progress of Contractor's executed Work. Such visits and observations by Engineer, and the Resident Project Representative, if any, are not intended to be exhaustive or to extend to every aspect of the Work in progress or to involve detailed inspections of the Work in progress beyond the responsibilities specifically assigned to Engineer in the Task Order and the Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Engineer's exercise of professional judgment as assisted by the Resident Project Representative, if any. Based on information obtained during such visits and observations, Engineer will determine in general if the Work is proceeding in accordance with the Contract Documents, and Engineer shall keep Owner informed of the progress of the Work.

    b. The purpose of Engineer's visits to, and representation by the Resident Project Representative, if any, at the Site of the Specific Project, will be to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Phase, and, in addition, by the exercise of Engineer's efforts as an experienced and qualified design professional, to provide for Owner a greater degree of confidence that the completed Work will conform in general to the Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents. Engineer shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct, or have control over the Work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by Contractor, for security or safety at the Site, for safety precautions and programs incident to Contractor's Work, or for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work. Accordingly, Engineer neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish or perform the Work in accordance with the Contract Documents.

8. *Defective Work:* Reject Work if, on the basis of Engineer's observations, Engineer believes that such Work (a) is defective under the standards set forth in the Contract Documents, (b) will not produce a completed Project that conforms to the Contract Documents or (c) will imperil the

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integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents.

9. *Clarifications and Interpretations; Field Orders:* Issue necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of the Work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents. Subject to any limitations in the Contract Documents, Engineer may issue Field Orders authorizing minor variations from the requirements of the Contract Documents.

10. *Change Orders and Work Change Directives:* Recommend change orders and work change directives to Owner, as appropriate, and prepare change orders and work change directives as required.

11. *Shop Drawings and Samples:* Review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated in the Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. Engineer shall meet any Contractor's submittal schedule that Engineer has accepted.

12. *Substitutes and "or-equal":* Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor, but subject to any provisions below regarding additional compensation for evaluation of such substitute or "or equal" submittals.

13. *Inspections and Tests:* Require such special inspections or tests of the Work as deemed reasonably necessary, and receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Contract Documents. Engineer's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Contract Documents. Engineer shall be entitled to rely on the results of such tests.

14. *Disagreements between Owner and Contractor:* Render formal written decisions on all duly submitted issues relating to the acceptability of the Work or the interpretation of the requirements of the Contract Documents pertaining to the execution, performance or progress of the Work; review each duly submitted Claim by Owner or Contractor, and in writing either deny such Claim in whole or in part, approve such Claim, or decline to resolve such Claim if Engineer in its discretion concludes that to do so would be inappropriate. In rendering such decisions, Engineer shall be fair and not show partiality to Owner or Contractor and shall not be liable in connection with any decision rendered in good faith in such capacity.

15. *Applications for Payment:* Based on Engineer's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:

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a. Determine the amounts that Engineer recommends Contractor be paid. Such recommendations of payment will be in writing and will constitute Engineer's representation to Owner, based on such observations and review, that, to the best of Engineer's knowledge, information and belief, the Work has progressed to the point indicated, the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work. In the case of unit price work, Engineer's recommendations of payment will include final determinations of quantities and classifications of the Work (subject to any subsequent adjustments allowed by the Contract Documents). The responsibilities of Engineer contained in Paragraph A1.05.A.15.a are expressly subject to the limitations set forth in Paragraph A1.05.A.15.b and other express or general limitations in this Agreement and elsewhere.

b. By recommending any payment, Engineer shall not thereby be deemed to have represented that observations made by Engineer to check the quality or quantity of the Work as it is performed and furnished have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement and the Contract Documents. Neither Engineer's review of the Work for the purposes of recommending payments nor Engineer's recommendation of any payment including final payment will impose on Engineer responsibility to supervise, direct, or control the Work in progress or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on Engineer to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or to determine that title to any portion of the Work in progress, materials, or equipment has passed to Owner free and clear of any liens, claims, security interests, or encumbrances, or that there may not be other matters at issue between Owner and Contractor that might affect the amount that should be paid.

16. *Contractor's Completion Documents:* Receive, review and transmit to Owner maintenance and operating instructions, schedules guarantees, bonds, certificates, or other evidence of insurance not previously submitted and required by the Contract Documents, certificates of inspection, tests and approvals, Shop Drawings, Samples and other data approved as provided above, and transmit the annotated record documents which are to be assembled by Contractor in accordance with the Contract Documents to obtain final payment. The extent of such review by Engineer will be limited as provided above.

17. *Substantial Completion:* Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with Owner and Contractor, visit the Site to determine if the Work is Substantially Complete. If after considering any objections of Owner, Engineer considers the Work Substantially Complete, Engineer shall deliver a certificate of Substantial Completion to Owner and Contractor.

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18. *Final Notice of Acceptability of the Work:* Conduct a final payment inspection to determine if the completed Specific Project of Contractor is acceptable so that Engineer may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Engineer shall also provide a notice in the form attached hereto as Exhibit E ("Notice of Acceptability of Work") that the Work is acceptable (subject to the provisions of Paragraph A1.05.A.15.b) to the best of Engineer's knowledge, information, and belief and based on the extent of the services provided by Engineer under this Agreement.

19. *Defective Work:* Together with Owner, visit the Site to observe any apparent defects in the Work, assist Owner in consultations and discussions with Contractor concerning correction of any such defects, and make recommendations as to replacement or correction of Defective Work, if any.

20. *Correction Period:* Together with Owner or Owner's representative, visit the Site within one month before the end of the Correction Period to ascertain whether any portion of the Work is subject to correction.

B. *Duration of Construction Phase*: The Construction Phase will commence with the execution of the first Construction Agreement for a Specific Project or any part thereof and will terminate upon written recommendation by Engineer for final payment to Contractors. If a Specific Project involves more than one prime contract as indicated in the Task Order, Construction Phase services may be rendered at different times in respect to the separate contracts.

A1.06 *Commissioning Phase*

For each Task Order that includes facilities commissioning services, select from or supplement the following possible services:

A. Engineer shall:

1. Assist Owner in connection with the adjusting of Specific Project equipment and systems.

2. Assist Owner in training Owner's staff to operate and maintain Specific Project equipment and systems.

~~3. Prepare operation and maintenance manuals.~~

~~4. Assist Owner in developing procedures for (a) control of the operation and maintenance of Specific Project equipment and systems, and (b) related record-keeping.~~

5. Prepare and furnish to Owner, in the format agreed to, Record Drawings showing appropriate record information based on Project annotated record documents received from Contractor.

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PART 5– OTHER SERVICES

A2.01 *For each Task Order, consider the inclusion of the following possible services:*

A. Engineer shall:

1. Prepare applications and supporting documents for private or governmental grants, loans or advances in connection with a Specific Project; prepare or review environmental assessments and impact statements; review and evaluate the effects on the design requirements for a Specific Project of any such statements and documents prepared by others; and assist in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of a Specific Project.

2. Provide services to make measured drawings of or to investigate existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by Owner.

3. Provide renderings or models for Owner's use.

4. Undertake investigations and studies including, but not limited to, detailed consideration of operations, maintenance, and overhead expenses; the preparation of financial feasibility and cash flow studies, rate schedules, and appraisals; assist in obtaining financing for a Specific Project; evaluate processes available for licensing, and assist Owner in obtaining process licensing; detailed quantity surveys of materials, equipment, and labor; and audits or inventories required in connection with construction performed by Owner.

5. In addition to baselines and benchmarks, provide more extensive construction surveys and staking to enable a Contractor to perform its work and any type of property surveys or related engineering services needed for the transfer of interests in real property; and provide other special field surveys.

6. Provide assistance in responding to the presence of any Constituent of Concern at any Site, in compliance with current Laws and Regulations.

7. Prepare to serve or serve as a consultant or witness for Owner in any litigation, arbitration or other dispute resolution process related to a Specific Project.

8. Provide the services of a Resident Project Representative (RPR) at the Site of the Specific Project to assist the Engineer and to provide more extensive observation of Contractor's work. Duties, responsibilities, and authority of the RPR are as set forth in the Task Order and in Exhibit D, "Duties, Responsibilities and Limitations of Authority of Resident Project Representative." The furnishing of such RPR's services will not limit, extend, or modify Engineer's responsibilities or authority except as expressly set forth in Exhibit D.

9. Provide assistance with the acquisition of land or easements for the Project.

10. Provide design survey or topographic mapping services.

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PART 6: ADDITIONAL SERVICES REQUIRING AMENDMENT TO TASK ORDER

A2.02 *Additional Services Requiring an Amendment to Task Order*

A. *Advance Written Authorization Required:* During performance under a Task Order, Owner may authorize Engineer in writing to furnish or obtain from others Additional Services of the types listed below. The Task Order shall be amended to reflect the inclusion of such Additional Services. Services resulting from significant changes in the scope, extent, or character of the portions of a Specific Project designed or specified by Engineer or its design requirements including, but not limited to, changes in size, complexity, Owner's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date of the Task Order or are due to any other causes beyond Engineer's control.

1. Services resulting from Owner's request to evaluate additional Study and Report Phase alternative solutions beyond those identified in Paragraph A.1.01.A.4.

2. Services required as a result of Owner's providing incomplete or incorrect Project information to Engineer.

3. Providing Construction Phase services beyond the Contract Times set forth in the Task Order.

4. Providing more extensive services required to enable Engineer to issue notices or certifications requested by Owner, subject to the terms of Paragraph 6.01.F of the Agreement.

5. Overtime work requiring higher than regular rates.

6. Other services proposed to be performed or furnished by Engineer not otherwise provided for in this Agreement.

B. *Advance Written Authorization Not Required:* Engineer shall advise Owner in advance that Engineer will immediately commence to perform or furnish the Additional Services of the types listed below. For such Additional Services, Engineer need not request or obtain specific advance written authorization from Owner. Engineer shall cease performing or furnishing such Additional Services upon receipt of written notice from Owner. The Task Order shall be amended to reflect the inclusion of such Additional Services.

1. Services in connection with Work Change Directives and Change Orders to reflect changes requested by Owner so as to make the compensation commensurate with the extent of the Additional Services rendered.

2. Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than "or-equal" items; services after the award of any Construction Contract in evaluating and determining the acceptability of a proposed substitution, whether approved or not; evaluation and determination of an excessive number

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of proposed "or equals" or substitutions whether proposed before or after award of the Construction Contract.

3. Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of materials, equipment, or energy shortages.

4. Additional or extended services during construction made necessary by (1) emergencies or acts of God endangering the Work (advance notice not required), (2) the presence at the site of any Constituent of Concern or items of historical or cultural significance, (3) Work damaged by fire or other cause during construction, (4) a significant amount of defective, neglected, or delayed work by Contractor, (5) acceleration of the progress schedule involving services beyond normal working hours, or (6) default by Contractor.

5. Services in connection with any partial utilization of any part of the Work on a Specific Project by Owner prior to Substantial Completion.

6. Reviewing a Shop Drawing more than three times, as a result of repeated inadequate submissions by Contractor.

7. While at the Site, compliance by Engineer and its staff with those terms of Owner's or Contractor's safety program enacted or provided to Engineer subsequent to the Effect Date of the Task Order that exceed those normally required of engineering personnel by federal, state, or local safety authorities for similar construction sites.

8. Evaluation of an unreasonable claim or an excessive number of claims or requests for information submitted by a Contractor or others in connection with the Work on a Specific Project.

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This is **EXHIBIT B**, consisting of 3 pages, referred to In and part of the **Agreement between Owner and Engineer for Professional Services – Task Order Edition dated** 1/9/2012**.**

Owner's Responsibilities

Article 2 of the Agreement is amended and supplemented to include the following responsibilities unless expressly stated otherwise in a Task Order.

A. Provide Engineer with all criteria and full information as to Owner's requirements for the Specific Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which Owner will require to be included in the Drawings and Specifications; and furnish copies of Owner's standard forms, conditions, and related documents for Engineer to include in the Bidding Documents, when applicable.

B. Furnish to Engineer any other available information pertinent to the Specific Project including reports and data relative to previous designs, or investigation at or adjacent to the Site of the Specific Project.

C. Following Engineer's assessment of initially-available Specific Project information and data and upon Engineer's request, furnish or otherwise make available such additional Specific Project related information and data as is reasonably required to enable Engineer to complete its Basic and Additional Services. Such additional information or data would generally include the following:

1. Property descriptions.

2. Zoning, deed, and other land use restrictions.

3. Property, boundary, easement, right-of-way, and other special surveys or data, including establishing relevant reference points.

4. Explorations and tests of subsurface conditions at or contiguous to the Site, drawings of physical conditions relating to existing surface or subsurface structures at the Site, or hydrographic surveys, with appropriate professional interpretation thereof.

5. Environmental assessments, audits, investigations and impact statements, and other relevant environmental or cultural studies as to a Specific Project, the Site and adjacent areas.

6. Data or consultations as required for a Specific Project but not otherwise identified in the Agreement, the Exhibits thereto, or the Task Order.

D. Give prompt written notice to Engineer whenever Owner observes or otherwise becomes aware of the presence at the Site of any Constituent of Concern, or of any other development that

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affects the scope or time of performance of Engineer's services, or any defect or nonconformance in Engineer's services, the Work, or in the performance of any Contractor.

E. Authorize Engineer to provide Additional Services as set forth in the Task Order as required.

F. Arrange for safe access to and make all provisions for Engineer to enter upon public and private property as required for Engineer to perform services under the Task Order.

G. Examine all alternate solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by Engineer for the Specific Project (including obtaining advice of an attorney, insurance counselor, and other advisors or consultants as Owner deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.

H. Provide reviews, approvals, and permits from all governmental authorities having jurisdiction to approve all phases of the Specific Project designed or specified by Engineer and such reviews, approvals, and consents from others as may be necessary for completion of each phase of the Specific Project.

I. Recognizing and acknowledging that Engineer's services and expertise do not include the following services, provide, as required for the Specific Project:

1. Accounting, bond and financial advisory, independent cost estimating, and insurance counseling services.

2. Legal services with regard to issues pertaining to the Specific Project as Owner requires, a Contractor raises, or Engineer reasonably requests.

3. Such auditing services as Owner requires to ascertain how or for what purpose a Contractor has used the moneys paid.

J. Place and pay for advertisement for Bids in appropriate publications.

K. Advise Engineer of the identity and scope of services of any independent consultants employed by Owner to perform or furnish services in regard to the Specific Project, including, but not limited to, cost estimating, project peer review, value engineering, and constructability review.

L. Furnish to Engineer data as to Owner's anticipated costs for services to be provided by others (including, but not limited to, accounting, bond and financial, independent cost estimating, insurance counseling and legal advice) for Owner so that Engineer may assist the Owner in collating the various cost categories which comprise Total Project Costs.

M. If Owner designates a construction manager or an individual or entity other than, or in addition to, Engineer to represent Owner at the Site, define and set forth in the Task Order the duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of Engineer.

N. If more than one prime contract is to be awarded for the Work of the Specific Project designed or specified by Engineer, designate in the Task Order a person or entity to have authority and responsibility for coordinating the activities among the various prime Contractors. Define and set

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forth in the Task Order the duties, responsibilities, and limitations of authority of such individual or entity and the relation thereof to the duties, responsibilities, and authority of Engineer.

O. Attend the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings, and Substantial Completion and final payment visits to the Site.

P. Provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of Samples, materials, and equipment required by the Contract Documents, or to evaluate the performance of materials, equipment, and facilities of Owner, prior to their incorporation into the Work for the Specific Project with appropriate professional interpretation thereof.

Q. Provide Engineer with the findings and reports generated by any independent testing laboratory, if Engineer is required to review such documents.

R. Inform Engineer of any specific requirements of safety or security programs that are applicable to Engineer, as a visitor to the Site.

~~S. Perform or provide the following additional services:~~

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This is **EXHIBIT C**, consisting of 3 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services – Task Order Edition**
dated 1/9/2012.

Payments to Engineer for Services and Reimbursable Expenses

Article 2 of the Agreement is amended and supplemented to include the following agreement of the parties:

ARTICLE 2 – OWNER'S RESPONSIBILITIES

C2.01 *Method of Payment*

B. Owner shall pay Engineer for services in accordance with one or more of the following methods as identified in each Task Order:

1. Method A: Lump Sum

2. Method B: Standard Hourly Rates

~~3. Method C: Direct Labor Costs Times a Factor~~

~~4. Method D:~~

C2.02 *Explanation of Methods*

A. Method A – Lump Sum

1. Owner shall pay Engineer a Lump Sum amount for the specified category of services.

2. The Lump Sum will include compensation for Engineer's services and services of Consultants, if any. Appropriate amounts will be incorporated in the Lump Sum to account for labor, overhead, profit, and Reimbursable Expenses.

3. The portion of the Lump Sum amount billed for Engineer's services will be based upon Engineer's estimate of the proportion of the total services actually completed during the billing period to the Lump Sum.

B. Method B – Standard Hourly Rates

1. For the specified category of services, the Owner shall pay Engineer an amount equal to the cumulative hours charged to the Specific Project by each class of Engineer's employees times Standard Hourly Rates for each applicable billing class for all services performed on the Specific Project, plus Reimbursable Expenses and Consultant's charges, if any.

2. Standard Hourly Rates include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.

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3. Engineer's Reimbursable Expenses Schedule and Standard Hourly Rates are attached to this Exhibit as ~~Appendices 1 and 2~~ Appendix 1.

4. The total estimated compensation for the specified category of services shall be stated in the Task Order. This total estimated compensation will incorporate all labor at Standard Hourly Rates, Reimbursable Expenses, and Consultants' charges, if any.

5. The amounts billed will be based on the cumulative hours charged to the specified category of services on the Specific Project during the billing period by each class of Engineer's employees times Standard Hourly Rates for each applicable billing class, plus Reimbursable Expenses and Engineer's Consultant's charges, if any.

6. The Standard Hourly Rates and Reimbursable Expenses Schedule shall be adjusted annually ~~(as of ____)~~ to reflect equitable changes in the compensation payable to Engineer.

~~C. Method C – Direct Labor Costs Times a Factor~~

~~1. For the specified category of services, the Owner shall pay Engineer an amount equal to Engineer's Direct Labor Costs times a Factor of ____ for the services of Engineer's employees engaged on the Specific Project, plus Reimbursable Expenses, and Engineer's Consultant's charges, if any. Direct Labor Costs means salaries and wages paid to employees but does not include payroll related costs or benefits.~~

~~2. Engineer's Reimbursable Expenses Schedule is attached to this Exhibit as Appendix 1.~~

~~3. The total estimated compensation for the specified category of services shall be stated in the Task Order. This total estimated compensation incorporates all labor, overhead, profit, Reimbursable Expenses, and Engineer's Consultant's charges, if any.~~

~~4. The amounts billed will be based on the applicable Direct Labor Costs for the cumulative hours charged to the specified category of services on the Specific Project during the billing period times the above-designated Factor, plus Reimbursable Expenses and Engineer's Consultant's charges, if any.~~

~~5. The Direct Labor Costs and the Factor applied to Direct Labor Costs will be adjusted annually (as of____) to reflect equitable changes in the compensation payable to Engineer.~~

~~D. Method D –~~

C2.03 *Reimbursable Expenses*

Costs incurred by Engineer in the performance of the Task Order in the following categories constitute Reimbursable Expenses:

A. Transportation and subsistence incidental thereto; advertisements, postage, and shipping costs; providing and maintaining field office facilities including furnishings and utilities; subsistence and transportation of Resident Project Representative and their assistants; toll telephone calls, faxes, and telegrams; and reproduction of reports, Drawings, Specifications, Bidding Documents, and similar Specific Project-related items in addition to those required under Exhibit A. If authorized in advance by Owner, Reimbursable Expenses will also include

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expenses incurred for computer time and the use of other highly specialized equipment. Reimbursable expenses shall be paid at rates set forth in Appendix 1 to this Exhibit C which shall be adjusted annually (as of the date of the Agreement) to reflect equitable changes in the rates.

B. The amounts payable to Engineer for Reimbursable Expenses will be the project-specific internal expenses actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to a Specific Project, the latter multiplied by a Factor of 1.0.

C2.04 *Consultant Charges*

A. The amount payable to Engineer for Additional Services performed by the Engineer's Consultants shall be equal to 1.15 times the consultant's charges for these services.

C2.05 *Serving as a Witness*

A. For services performed by Engineer's employees as witnesses giving testimony in any litigation, arbitration or other legal or administrative proceeding under Paragraph A2.01.A.20, at a rate of 1.5 times the witness's standard hourly rate. Compensation for Consultants for such services will be by reimbursement of Consultants' reasonable charges to Engineer for such services.

C2.06 *Other Provisions Concerning Payment*

A. *Extended Contract Times*. Should the Contract Times to complete the Work be extended beyond the period stated in the Task Order, payment for Engineer's services shall be continued based on the Standard Hourly Rates Method of Payment.

B. *Estimated Compensation Amounts*

1. Engineer's estimate of the amounts that will become payable for services are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to Engineer under the Agreement.

2. When estimated compensation amounts have been stated in a Task Order and it subsequently becomes apparent to Engineer that a compensation amount thus estimated will be exceeded, Engineer shall give Owner written notice thereof. Promptly thereafter Owner and Engineer shall review the matter of services remaining to be performed and compensation for such services. Owner shall either agree to such compensation exceeding said estimated amount or Owner and Engineer shall agree to a reduction in the remaining services to be rendered by Engineer so that total compensation for such services will not exceed said estimated amount when such services are completed. If Engineer exceeds the estimated amount before Owner and Engineer have agreed to an increase in the compensation due Engineer or a reduction in the remaining services, the Engineer shall give written notice thereof to Owner and shall be paid for all services rendered thereafter.

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This is **Appendix 1 to EXHIBIT C**, consisting of 1 page, referred to in and part of the **Standard Form of Agreement between Owner and Engineer for Professional Services – Task Order Edition**, dated 1/9/2012.

Hourly Rates and Reimbursable Expenses Schedule

Current agreements for engineering services stipulate that the Hourly Rates and Reimbursable Expenses are subject to review and adjustment per Exhibit C. Rates for reimbursable expenses effective on the date of this Agreement are:

Principal	$145.00/hour
Senior Project Manager	$130.00/hour
Electrical Engineer	$120.00/hour
Project Manager	$110.00/hour
Senior Project Engineer	$95.00/hour
Project Engineer	$85.00/hour
Design Engineer	$75.00/hour
Senior Design Technician	$65.00/hour
Design Technician	$60.00/hour
Project Assistant	$55.00/hour
CADD Technician	$50.00/hour
Bridge Inspector	$55.00/hour
Administrative Assistant	$50.00/hour
Secretary	$40.00/hour
Senior Project Representative	$65.00/hour
Project Representative	$55.00/hour
Four-Man Survey Crew	$150.00/hour
Three-Man Survey Crew	$120.00/hour
Two-Man Survey Crew	$90.00/hour
Registered Surveyor	$80.00/hour
Survey Technician	$60.00/hour
Mileage	$0.58/mile
Flat Bottom Boat	$100.00/day
GPS Equipment	$125.00/day
ATV (4-Wheeler)	$100.00/day
Per Diem (Survey Crew):	
Meals, $25.00/person/day	
Lodging, $60.00/day/2-man crew	
Reimbursable Expenses (Air Travel, Copies, Printing)	Actual Cost
Outside Consultants	Cost + 15%

*Subject to adjustments on an annual basis.

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This is **EXHIBIT D**, consisting of 5 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services – Task Order Edition** dated 1/9/2012.

Schedule of Duties, Responsibilities, and Limitations of Authority of Resident Project Representative

The following duties, responsibilities, and limitations of authority may be incorporated in the Task Order for a Specific Project:

D1.01 *Resident Project Representative*

A. Engineer shall furnish a Resident Project Representative ("RPR") to assist Engineer in observing progress and quality of the Work. The RPR may provide full time representation or may provide representation to a lesser degree.

B. Through RPR's observations of Contractor's work in progress and field checks of materials and equipment, Engineer shall endeavor to provide further protection for Owner against defects and deficiencies in the Work. However, Engineer shall not, during such RPR field checks or as a result of such RPR observations of Contractor's work in progress, by the RPR, supervise, direct, or have control over Contractor's work, nor shall Engineer (including the RPR) have authority over or responsibility for the means, methods, techniques, sequences, or procedures selected or used by any contractor, for security or safety at the Site, for safety precautions and programs incident to any contractor's work in progress, or for any failure of a contractor to comply with Laws and Regulations applicable to such contractor's performing and furnishing of its work. The Engineer (including RPR) neither guarantees the performances of any contractor nor assumes responsibility for any contractor's failure to furnish and perform the Work in accordance with the Contract Documents. In addition, the specific limitations set forth in Paragraph A1.05 of Exhibit A as incorporated in the Task Order are applicable.

C. The duties and responsibilities of the RPR are limited to those of Engineer in the Agreement with the Owner and in the Contract Documents, and are further limited and described as follows:

1. *General:* RPR is Engineer's representative at the Site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR's actions.

   - RPR's dealings in matters pertaining to a Contractor's work in progress shall in general be with Engineer and Contractor.

   - RPR's dealings with Subcontractors shall only be through or with the full knowledge and approval of Contractor.

   - RPR shall generally communicate with Owner only with the knowledge of and under the direction of Engineer.

2. *Schedules:* Review the progress schedule, schedule of Shop Drawing and Sample submittals, and schedule of values prepared by a Contractor and consult with Engineer concerning acceptability.

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3. *Conferences and Meetings:* Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.

4. *Liaison:*

    a. Serve as Engineer's liaison with Contractor. Working principally through Contractor's authorized representative or designee, and assist in providing information regarding the intent of the Contract Documents.

    b. Assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-Site operations.

    c. Assist in obtaining from Owner additional details or information, when required for proper execution of the Work.

5. *Interpretation of Contract Documents:* Report to Engineer when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by Engineer.

6. *Shop Drawings and Samples:*

    a. Record date of receipt of Samples and approved Shop Drawings.

    b. Receive Samples which are furnished at the Specific Project Site by Contractor, and notify Engineer of availability of Samples for examination.

    c. Advise Engineer and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal for which RPR believes that the submittal has not been approved by Engineer.

7. *Modifications:* Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report such suggestions, together with RPR's recommendations, to Engineer. Transmit to Contractor in writing decisions as issued by Engineer.

8. *Review of Work and Rejection of Defective Work:*

    a. Conduct on-Site observations of Contractor's work in progress to assist Engineer in determining if the Work is in general proceeding in accordance with the Contract Documents.

    b. Report to Engineer whenever RPR believes that any part of Contractor's work in progress will not produce a completed project that conforms generally to the Contract Documents or will imperil the integrity of the design concept of the completed Specific Project as a functioning whole as indicated in the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise Engineer of that part of work in progress that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.

9. *Inspections, Tests, and System Start-ups:*

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a. Consult with Engineer in advance of scheduled inspections, tests, and systems start-ups.

b. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate Owner's personnel, and that Contractor maintains adequate records thereof.

c. Observe, record, and report to Engineer appropriate details relative to the test procedures and systems start-ups.

d. Accompany visiting inspectors representing public or other agencies having jurisdiction over a Specific Project, record the results of these inspections, and report to Engineer.

10. *Records:*

a. Maintain at the Site orderly files for correspondence, reports of job conferences, reproductions of original Contract Documents including all change orders, field orders, work change directives, addenda, additional Drawings issued subsequent to the execution of the Construction Contract, Engineer's clarifications and interpretations of the Contract Documents, progress reports, Shop Drawing and Sample submittals received from and delivered to Contractor, and other Specific Project-related documents.

b. Prepare a daily report or keep a diary or log book, recording Contractor's hours on the Site, weather conditions, data relative to questions of change orders, field orders, work change directives, or changed conditions, Site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Engineer.

c. Record names, addresses, fax numbers, e-mail addresses, web site locations and telephone numbers of all Contractors, Subcontractors, and major Suppliers of materials and equipment.

d. Maintain records for use in preparing project documentation.

e. Upon completion of the Work, furnish original set of all RPR Specific Project documentation to Engineer.

11. *Reports:*

a. Furnish to Engineer periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.

b. Draft and recommend to Engineer proposed change orders, work change directives, and Field Orders. Obtain backup material from Contractor.

c. Furnish to Engineer and Owner copies of all inspection, test, and system startup reports.

d. Immediately notify Engineer of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, damage to property by fire or other causes, or the discovery of any Constituent of Concern.

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12. *Payment Requests:*

    a. Review applications for payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Engineer, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.

13. *Certificates, Operation and Maintenance Manuals:*

    a. During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Specifications to be assembled and furnished by a Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to Engineer for review and forwarding to Owner prior to payment for that part of the Work.

14. *Completion:*

    a. Participate in visits to the Project to assist in determining Substantial Completion, assist in the determination of Substantial Completion and the preparation of lists of items to be completed or corrected.

    b. Participate in a final visit to the Project in the company of Engineer, Owner, and Contractor and prepare a final list of items to be completed and deficiencies to be remedied.

    c. Observe whether all items on the final list have been completed or corrected and make recommendations to Engineer concerning acceptance and issuance of the Notice of Acceptability of the Work. (See Exhibit E).

D. Resident Project Representative shall not:

    1. Authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items).

    2. Exceed limitations of Engineer's authority as set forth in this Agreement.

    3. Undertake any of the responsibilities of a Contractor, subcontractors, suppliers, or a Contractor's superintendent.

    4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of the Contractor’s work.

    5. Advise on, issue directions regarding, or assume control over security safety practices, precautions and programs in connection with the activities or operations of Owner or Contractor.

    6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.

    7. Accept Shop Drawing or Sample submittals from anyone other than Contractor.

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8. Authorize Owner to occupy a Specific Project in whole or in part.

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This is **EXHIBIT G**, consisting of 2 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services – Task Order Edition**
dated 1/9/2012.

Insurance

Paragraph 6.04 of the Agreement is amended and supplemented to include the following agreement of the parties.

G6.04 *Insurance*

A. The limits of liability for the insurance required by Paragraphs 6.04.A and 6.04.B of the Agreement are as follows:

1. *By Engineer:*

a.	Workers' Compensation:		Statutory
b.	Employer's Liability –		
	1)	Each Accident:	$500,000
	2)	Disease, Policy Limit:	$500,000
	3)	Disease, Each Employee:	$500,000
c.	General Liability –		
	1)	Each Occurrence (Bodily Injury and Property Damage):	$1,000,000
	2)	General Aggregate:	$2,000,000
d.	Excess or Umbrella Liability –		
	1)	Each Occurrence:	$2,000,000
	2)	General Aggregate:	$2,000,000
e.	Automobile Liability –		
	1)	Combined Single Limit (Bodily Injury and Property Damage): Each Accident	$1,000,000
f.	Professional Liability –		
	1)	Each Claim Made:	$1,000,000
	2)	Annual Aggregate:	$2,000,000

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g. Other (specify): _____ $_____

2. *By Owner:*

a. Workers' Compensation: Statutory

b. Employer's Liability –

1) Each Accident $500,000
2) Disease, Policy Limit $500,000
3) Disease, Each Employee $500,000

c. General Liability –

1) General Aggregate: $2,000,000
2) Each Occurrence (Bodily Injury and Property Damage): $1,000,000

d. Excess Umbrella Liability --

1) Each Occurrence: $2,000,000
2) General Aggregate: $2,000,000

e. Automobile Liability –

1) Combined Single Limit (Bodily Injury and Property Damage): Each Accident $1,000,000

f. Other (specify): _____ $_____

~~B. *Additional Insureds:*~~

~~1. Engineer and the Consultants identified in the Task Order for a Specific Project shall be listed on Owner's general liability policies of insurance as additional insureds, and on any applicable property insurance policy as loss payees, as provided in Paragraph 6.04.B.~~

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This is **EXHIBIT H**, consisting of 1 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services – Task Order Edition**
dated 1/9/2012.

Dispute Resolution

Paragraph 6.08 of the Agreement is supplemented to include the following agreement of the parties:

H6.08 *Dispute Resolution*

A. Owner and Engineer agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement, including any Task Order, or the breach thereof ("Disputes") to mediation ~~by [insert name of mediator, or mediation service.]~~ Owner and Engineer agree to participate in the mediation process in good faith. The process should be conducted on a confidential basis, and shall be completed within 120 days. If such mediation is unsuccessful in resolving a Dispute, then (1) the parties may mutually agree to a dispute resolution of their choice, or (2) either party may seek to have the Dispute resolved by a court of competent jurisdiction.

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This is **EXHIBIT I**, consisting of 2 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services – Task Order Edition**
dated 1/9/2012.

Limitations of Liability

I6.10.A *Limitation of Engineer's Liability*

1. *Engineer's Liability Limited to Amount of Insurance Proceeds*: Engineer shall procure and maintain insurance as required by and set forth in Exhibit G to this Agreement. Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, the total liability, in the aggregate, of Engineer and Engineer's officers, directors, members, partners, agents, employees, and Consultants, to Owner and anyone claiming by, through, or under Owner for any and all claims, losses, costs, or damages whatsoever arising out of, resulting from or in any way related to a Specific Project or Task Order, or this Agreement, from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract, indemnity obligations, or warranty, express or implied, of Engineer or Engineer's officers, directors, partners, agents, employees, or Consultants, or any of them (hereafter "Owner's Claims"), shall not exceed the total insurance proceeds paid on behalf of or to Engineer by Engineer's insurers in settlement or satisfaction of Owner's Claims under the terms and conditions of Engineer's insurance policies applicable thereto (excluding fees, costs and expenses of investigation, claims adjustment, defense, and appeal). If no such insurance coverage is provided with respect to Owner's Claims, then the total liability, in the aggregate, of Engineer and Engineer's officers, directors, members, partners, agents, employees, or Consultants, to Owner and anyone claiming by, through, or under Owner for any and all such uninsured Owner's Claims shall not exceed $1,000,000.00.

2. *Exclusion of Special, Incidental, Indirect, and Consequential Damages*. To the fullest extent permitted by law, and notwithstanding any other provision in the Agreement, consistent with the terms of paragraph 6.10 the Engineer and Engineer's officers, directors, members, partners, agents, employees, or Consultants, shall not be liable to Owner or anyone claiming by, through, or under Owner for any special, incidental, indirect, or consequential damages whatsoever arising out of, resulting from, or in any way related to a Specific Project, Task Order, or this Agreement, from any cause or causes, including but not limited to any such damages caused by the negligence, professional errors or omissions, strict liability, breach of contract, indemnity obligations, or warranty, express or implied, of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants~~, and including but not limited to:~~

3. ~~*Agreement Not to Claim for Cost of Certain Change Orders*: Owner recognizes and expects that certain Change Orders may be required to be issued as the result in whole or part of imprecision, incompleteness, errors, omissions, ambiguities, or inconsistencies in the Drawings, Specifications, and other design documentation furnished by Engineer or in the other professional services performed or furnished by Engineer for each Task Order under this Agreement ("Covered Change Orders"). Accordingly, Owner agrees not to sue or to make any claim directly or indirectly against Engineer on the basis of professional negligence, breach of contract, or otherwise with respect to the costs of approved Covered Change Orders on a Specific Project unless the costs of such approved Covered Change Orders exceed ____% of Construction Cost for that Specific Project,~~

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~~and then only for an amount in excess of such percentage. Any responsibility of Engineer for the costs of Covered Change Orders in excess of such percentage will be determined on the basis of applicable contractual obligations and professional liability standards. For purposes of this paragraph, the cost of Covered Change Orders will not include any costs that Owner would have incurred if the Covered Change Order work had been included originally without any imprecision, incompleteness, error, omission, ambiguity, or inconsistency in the Contract Documents and without any other error or omission of Engineer related thereto. Nothing in this provision creates a presumption that, or changes the professional liability standard for determining if, Engineer is liable for the cost of Covered Change Orders in excess of the percentage of Construction Cost stated above or for any other Change Order. Wherever used in this paragraph, the term Engineer includes Engineer's officers, directors, members, partners, agents, employees, and Consultants.~~

I6.10.B *Indemnification by Owner:*

To the fullest extent permitted by law, Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the Project, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Owner or Owner's officers, directors, members, partners, agents, employees, consultants, or others retained by or under contract to the Owner with respect to this Agreement or to the Project.

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This is **EXHIBIT J**, consisting of 1 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated 1/9/2012.

Special Provisions

Paragraph(s) of the Agreement is/are amended to include the following agreement(s) of the parties:

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This is **EXHIBIT K**, consisting of 2 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services – Task Order Edition** dated _____.

Amendment To Task Order No. _____

1. Background Data:

   a. Effective Date of Task Order Agreement: _____

   b. Owner: Diboll, Texas

   c. Engineer: KSA Engineers, Inc.

   d. Specific Project: _____

2. Description of Modifications

   a. Engineer shall perform the following Additional Services:

   b. The Scope of Services currently authorized to be performed by Engineer in accordance with the Task Order and previous amendments, if any, is modified as follows:

   c. The responsibilities of Owner with respect to the Task Order are modified as follows:

   d. For the Additional Services or the modifications to services set forth above, Owner shall pay Engineer the following additional or modified compensation:

   e. The schedule for rendering services under this Task Order is modified as follows:

   f. Other portions of the Task Order (including previous amendments, if any) are modified as follows:

3. Task Order Summary (Reference only)
   a. Original Task Order amount: $_____
   b. Net change for prior amendments: $_____
   c. This amendment amount: $_____
   d. Adjusted Task Order amount: $_____

The foregoing Task Order Summary is for reference only and does not alter the terms of the Task Order, including those set forth in Exhibit C.

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Owner and Engineer hereby agree to modify the above-referenced Task Order as set forth in this Amendment. All provisions of the Agreement and Task Order not modified by this or previous Amendments remain in effect. The Effective Date of this Amendment is _____.

OWNER: Diboll, Texas	ENGINEER: KSA Engineers, Inc.
By: _____	By: _____
Name: _____	Name: Joncie H. Young, P.E.
Title: _____	Title: President
Date Signed: _____	Date Signed: _____

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DETCOG Board Member Designation Form

(For Cities and Counties)

To the DETCOG Member Addressed:

It's time for your City Council or County Commissioners Court to designate the members who will serve on the DETCOG Board of Directors. The members you designate will serve a one-year term from July 1, 2022 through June 30, 2023. There is no limit on the number of terms a person may serve. The following guidelines are from the DETCOG Bylaws.

Cities: DETCOG Board members are selected by the City Council and must be Mayors or members of the City Council.

Counties: DETCOG Board members are selected by the County Commissioners Court.

Note to Counties: This does NOT include your county's Minority Representative.

Entity: City of Diboll
Number of Members: 1

Current Member(s): **1. Daniel Lopez**
2.
3.
4.

Designation of Members to serve effective July 1, 2022:

☐ ***If there are no changes for the 2022-2023 year, you may check this box and not list everyone's name again.***

Member(s) for 2022-2023

Name:	***Email Address:***	***Phone:***
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

CERTIFICATION: I certify that the information provided above accurately reflects the appointment(s) made by the governing body of _____.

_____	_____	_____
Signature	*Title*	*Date*

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RESOLUTION NO. 2022-06-003

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DIBOLL APPOINTING MIKE TERRELL - DIBOLL ISD BOARD MEMBER, AS THE JOINT APPOINTMENT BETWEEN THE CITY OF DIBOLL AND THE DIBOLL INDEPENDENT SCHOOL DISTRICT TO THE ANGELINA COUNTY APPRASIAL DISTRICT BOARD OF TRUSTEES

WHEREAS, being in compliance with Section 6.034 of the Texas Property Tax Code, which creates staggered terms for the members of the Angelina County Appraisal District Board of Directors; and

WHEREAS, The City of Diboll and the Diboll Independent School District have one (1) of nine (9) shared representatives serving on the Angelina County Appraisal District Board of Directors; and

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DIBOLL, TEXAS, Mike Terrell is hereby appointed as the joint representative between the City of Diboll and the Diboll Independent School District to the Angelina County Appraisal District Board of Trustees.

PASSED AND APPROVED this 14th day of June, 2022 by a majority vote in a public meeting, with a quorum present.

_____
Trey Wilkerson, Mayor

ATTEST:

_____
Rosa M. Olvera, City Secretary

STATE OF TEXAS §
ANGELINA COUNTY §
CITY OF DIBOLL §

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DEEP EAST TEXAS WORKERS' COMPENSATION INSURANCE FUND

INTERLOCAL AGREEMENT

BETWEEN

Deep East Texas Workers' Compensation Insurance Fund

AND

CITY OF DIBOLL

(hereinafter referred to as the POLITICAL SUBDIVISION)

The DEEP EAST TEXAS WORKERS' COMPENSATION INSURANCE FUND, hereinafter referred to as the "FUND", does hereby agree with the above-named POLITICAL SUBDIVISION, in consideration of the premiums set forth in the Bylaws of the FUND, and the reliance upon the statements of the POLITICAL SUBDIVISION in its application and subject to the limits, exclusions, conditions and other terms, enter into this Insuring Agreement in accordance with Chapter 504 Texas Labor Code.

COVERAGE A - WORKERS' COMPENSATION

1. The FUND agrees to pay promptly, when due, all compensation and other benefits required of the POLITICAL SUBDIVISION by the Workers Compensation Law of the State of Texas, Chapter 504 Texas Labor Code.

COVERAGE B - EMPLOYERS' LIABILITY

2. Subject to the terms, conditions, exclusions provided by the policy of Excess Workers Compensation and Employers' Liability Insurance issued to the Fund, the FUND agrees to pay on behalf of the POLITICAL SUBDIVISION all sums (subject to the Limits of Liability shown below) which the POLITICAL SUBDIVISION shall become legally obligated to pay as damages because of bodily injury to one or more employees, by accident or disease, including death at any time resulting therefrom. The POLITICAL SUBDIVISION shall not incur additional premium for COVERAGE B.

Limits of Liability (Employer's Liability)

Our liability to pay for damages is limited and is explained below.

1. Bodily injury by Accident. The limit shown for "bodily injury by accident - each accident" is the most we will pay for all damages covered by this insurance because of bodily injury to one or more employees in any one accident.

A disease is not bodily injury by accident unless it results directly from bodily injury by accident.

2. Bodily Injury by Disease. The limit shown for "bodily injury by disease - policy limit" is the most we will pay for all damages covered by this insurance and arising out of bodily injury by disease, regardless of the number of employ-

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ees who sustain bodily injury by disease. The limit shown for "bodily injury by disease - each employee" is the most we will pay for all damages because of bodily injury by disease to any one employee.

Bodily injury by disease does not include disease that results directly from a bodily injury by accident.

3. We will not pay any claims for damages after we have paid the applicable limit of our liability under this insurance.

$500,000 Bodily Injury by accident - each accident

$500,000 Bodily Injury by disease - each employee

$500,000 Bodily Injury by disease - policy limit

3. Workers' Compensation Law. The unqualified term, "Workers' Compensation Law", means that Workers' Compensation Law and Occupational Disease Law adopted and set forth in Chapter 504 Texas Labor Code.

4. The contraction of disease is not an accident within the meaning of the word "Accident" and the term "Bodily Injury by Accident"; and only such diseases that result directly from a bodily injury by accident is included within the term "Bodily Injury by Accident". The term "Bodily Injury by Disease" include only such diseases as is not included within the term "Bodily Injury by Accident".

5. This Agreement applies only to injuries by accident occurring during the Agreement period; or by disease caused or aggravated by exposure, of which the last day of the last exposure under the employment of the POLITICAL SUBDIVISION, to conditions causing the disease, occurs during the Agreement period.

6. This Agreement does not apply to punitive or exemplary damages on account of bodily injury to, or death of, any employee employed in violation of law; or with respect to any employee employed in violation of law with a knowledge or acquiescence of the POLITICAL SUBDIVISION.

7. The premium charged under the Agreement will be determined as set forth by the Board of Directors by the power given them as set forth in the Bylaws of the FUND.

8. Workers' compensation rates and rating plans of the Texas Department of Insurance are hereby adopted as guides, but by such adoption it is recognized that the rating structure promulgated by the Texas Department of Insurance is not applicable to self-insurance, and there is no intention to bestow authority of this plan of self-insurance upon the Texas Department of Insurance. Any reference at any time in this agreement to an insurance term not ordinarily a part of self-insurance shall be deemed for convenience only and is not to be construed as being contrary to the self-insurance concept except where the context clearly indicates no other interpretation such as, but not limited to, the reference to "reinsurance".

9. Terms of Agreement: The terms of this Agreement will run from 12:01 a.m. 7-1-97, and renew annually thereafter until cancelled by the FUND or POLITICAL SUBDIVISION.

10. The FUND and any rating authority having jurisdiction by law shall each be permitted, but not obligated, to inspect at any reasonable time the work places, operations, machinery and equipment of the POLITICAL SUBDIVISION. Neither the right to make inspections, nor the making thereof, nor any report thereof, shall constitute an undertaking on behalf of, or for the benefit of, the POLITICAL SUBDIVISION or others; to determine or warrant that such working places, operations, machinery or equipment are safe.

The FUND and any rating authority having jurisdiction by law shall each be permitted to examine the POLITICAL SUBDIVISION payroll records, general ledger, disbursements, vouchers, contracts, tax reports and all other books, documents and records of any and every kind, at any reasonable time during the Agreement period, and any extension thereof, and within three years after termination of this Agreement, as far as they show, or tend to verify, the amount of remuneration or other premium basis, or related to the subject matter of this Agreement.

11. When an injury occurs, written notice shall be given by, and on behalf of, the POLITICAL SUBDIVISION to the FUND, or any of it's authorized agents, as soon as practical. Such notice shall contain particulars sufficient to identify the POLITICAL SUBDIVISION and the injured person or persons, also reasonably obtainable information respecting the time, place and circumstances of the injury, the names and addresses of available witnesses, etc., to complete the required injury reports.

12. If claim is made, or suit or other proceedings are brought against the POLITICAL SUBDIVISION concerning Workers' Compensation Insurance, the POLITICAL SUBDIVISION shall immediately forward to the FUND every demand notice,

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summons or other process received by them.

13. The POLITICAL SUBDIVISION shall cooperate with the FUND and, upon the FUND'S request, shall attend hearings and trials and shall assist in affecting the settlements, securing evidence, obtain the attendance of witnesses and the conduct of suits or proceedings. The POLITICAL SUBDIVISION shall not, except at its own expense, voluntarily make any payment, assume any obligation, incur any expense, other than for such immediate medical and other services at the time of injury as required by the Workers' Compensation Law.

14. The FUND shall be directly and primarily liable to any person entitled to the benefits of the Workers' Compensation Law under this Agreement. The obligations of the Fund shall be enforced by such person, or for his benefit by any agency authorized by law, whether against the FUND alone, or jointly with the POLITICAL SUBDIVISION. Any default of the POLITICAL SUBDIVISION shall not relieve the FUND of any of its obligations under the Workers' Compensation Law.

15. As between the employee and the FUND, notice or knowledge of the injury on the part of the POLITICAL SUBDIVISION shall be noticed or acknowledged as the case may be, on the part of the FUND; the jurisdiction of the POLITICAL SUBDIVISION, for the purpose of the Workers' Compensation Law, shall be the jurisdiction of the FUND and the FUND shall, in all things, be bound by, and subject to, the findings, judgments, awards, decrees, orders or decisions rendered against the POLITICAL SUBDIVISION in the form and manner provided by such law and with the terms, limitations or provisions of this Agreement, not inconsistent with such law.

16. All provisions of the Workers' Compensation Law shall be and remain a part of this Agreement as fully and completely as if written herein, as far as they apply to compensation of the benefits provided by this Agreement and to special taxes, payments to security or other special funds and the assessments required of, or levied against, compensation fund under such law or amendments thereto; and nothing herein shall relieve the POLITICAL SUBDIVISION by the other terms of this policy.

17. The POLITICAL SUBDIVISION shall reimburse the FUND for any payments required of the FUND under the Workers' Compensation Law, in excess of the benefits regularly provided by this law, because of injury to any employee by reason of a serious and willful conduct of the POLITICAL SUBDIVISION, or any employee of the POLITICAL SUBDIVISION in violation of law with the knowledge or acquiescence of the POLITICAL SUBDIVISION or any officer thereof. This provision shall also apply to the misclassification of an employee to the detriment of the FUND.

18. In the event of any payment under this Agreement the FUND shall be subrogated to all the rights of recovery thereof of the POLITICAL SUBDIVISION and any person entitled to the benefits against any person or organization, and the POLITICAL SUBDIVISION shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The POLITICAL SUBDIVISION shall do nothing after a loss to prejudice such rights.

19. This agreement can be cancelled by either POLITICAL SUBDIVISION or FUND with 60 days written notice.

20. By the acceptance of this Agreement, the POLITICAL SUBDIVISION agrees that the statements in the application are their agreements in representation, that this Agreement is issued in reliance upon the truth of such representations, and that this Agreement embodies all agreements existing between the POLITICAL SUBDIVISION and the FUND.

21. In witness whereof, the FUND has caused this Agreement to be signed by its Director or Assistant Director.

Danny N Newsom
FUND REPRESENTATIVE

POLITICAL SUBDIVISION REPRESENTATIVE

7-1-97
Date

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Think Safety & Work Safely

DEEP EAST TEXAS WORKERS' COMPENSATION INSURANCE FUND
150 West Milam • P.O. Box 960 • Jasper, Texas 75951 • (409) 384-5444
1-800-944-0859
FAX (409) 384-7953

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DEEP EAST TEXAS
SELF INSURANCE FUND

INTERLOCAL AGREEMENT

BETWEEN

Deep East Texas Self Insurance Fund

AND

City of Diboll

(hereinafter referred to as the POLITICAL SUBDIVISION)

The DEEP EAST TEXAS SELF INSURANCE FUND, hereinafter referred to as the "FUND", does hereby agree with the above-named POLITICAL SUBDIVISION, in consideration of the premiums paid, agreement to be bound by provisions set forth in the Bylaws of the FUND, and the reliance upon the statements of the POLITICAL SUBDIVISION in its application and subject to the limits, exclusions, conditions and other terms, enter into this Insuring Agreement in accordance with Chapter 504 Texas Labor Code.

COVERAGE A – WORKERS' COMPENSATION

1. The FUND agrees to pay promptly, when due, all compensation and other benefits required of the POLITICAL SUBDIVISION by the Workers' Compensation Law of the State of Texas, Chapter 504 Texas Labor Code.

COVERAGE B – EMPLOYERS' LIABILITY

2. Subject to the terms, conditions, exclusions provided by the policy of Excess Workers' Compensation and Employers' Liability Insurance issued to the Fund, the FUND agrees to pay on behalf of the POLITICAL SUBDIVISION all sums (subject to the Limits of Liability shown below) which the POLITICAL SUBDIVISION shall become legally obligated to pay as damages because of bodily injury to one or more employees, by accident or disease, including death at any time resulting therefrom. The POLITICAL SUBDIVISION shall not incur additional premium for COVERAGE B.

Limits of Liability (Employer's Liability)

Our liability to pay for damages is limited and is explained below.

1. Bodily Injury by Accident. The limit shown for "bodily injury by accident – each accident" is the most we will pay for all damages coverage by this insurance because of bodily injury to one or more employees in any one accident.

   A disease is not bodily injury by accident unless it results directly from bodily injury by accident.

2. Bodily Injury by Disease. The limit show for "bodily injury by disease – policy limit" is the most we will pay for all damages covered by this insurance and arising out of bodily injury by disease, regardless of the number of

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employees who sustain bodily injury by disease. The limit shown for "bodily injury by disease - each employee" is the most we will pay for all damages because of bodily injury by disease to any one employee.

Bodily injury by disease does not include disease that results directly from a bodily injury by accident.

3. We will not pay any claims for damages after we have paid the applicable limit of our liability under this insurance.
   $1,000,000 Bodily Injury by accident - each accident
   $1,000,000 Bodily Injury by disease - each employee
   $1,000,000 Bodily Injury by disease - policy limit

3. Workers' Compensation Law. The unqualified term, "Workers' Compensation Law", means that Workers' Compensation Law and Occupational Disease Law adopted and set forth in Chapter 504 Texas Labor Code.
4. The contraction of disease is not an accident within the meaning of the word "Accident" and the term "Bodily Injury by Accident"; and only such diseases that result directly from a bodily injury by accident is included within the term "Bodily Injury by Accident". The term "Bodily Injury by Disease" include only such diseases as is not included within the term "Bodily Injury by Accident".
5. This Agreement applies only to injuries by accident occurring during the Agreement period; or by disease caused or aggravated by exposure, of which the last day of the last exposure under the employment of the POLITICAL SUBDIVISION, to conditions causing the disease, occurs during the Agreement period.
6. This Agreement does not apply to punitive or exemplary damages on account of bodily injury to, or death of, any employee employed in violation of law; or with respect to any employee employed in violation of law with a knowledge or acquiescence of the POLITICAL SUBDIVISION.
7. The premium charged under the Agreement will be determined as set forth by the Board of Directors by the power given them as set forth in the Bylaws of the FUND.
8. Workers' compensation rates and rating plans of the Texas Department of Insurance are hereby adopted as guides, but by such adoption it is recognized that the rating structure promulgated by the Texas Department of Insurance is not applicable to self-insurance, and there is no intention to bestow authority of this plan of self-insurance upon the Texas Department of Insurance. Any reference at any time in this agreement to an insurance term not ordinarily a part of self-insurance shall be deemed for convenience only and is not to be construed as being contrary to the self-insurance concept except where the context clearly indicates no other interpretation such as, but not limited to, the reference to "reinsurance".
9. Terms of Agreement: The terms of this Agreement will run from 12:01 a.m. 7-01-2022, and renew annually thereafter until cancelled by the FUND or POLITICAL SUBDIVISION.
10. The FUND and any rating authority having jurisdiction by law shall each be permitted, but not obligated, to inspect at any reasonable time the work places, operations, machinery and equipment of the POLITICAL SUBDIVISION. Neither the right to make inspections, nor the making thereof, nor any report thereof, shall constitute an undertaking on behalf of, or for the benefit of, the POLITICAL SUBDIVISION or others; to determine or warrant that such working places, operations, machinery or equipment are safe.

    The FUND and any rating authority having jurisdiction by law shall each be permitted to examine the POLITICAL SUBDIVISION payroll records, general ledger, disbursements, vouchers, contracts, tax reports and all other books, documents and records of any and every kind, at any reasonable time during the Agreement period, and any extension thereof, and within three years after termination of this Agreement, as far as they show, or tend to verify, the amount of remuneration or other premium basis, or related to the subject matter of this Agreement.
11. When an injury occurs, written notice shall be given by, and on behalf of, the POLITICAL SUBDIVISION to the FUND, or any of it's authorized agents, as soon as practical. Such notice shall contain particulars sufficient to identify the POLITICAL SUBDIVISION and the injured person or persons, also reasonably obtainable information respecting the time, place and circumstances of the injury, the names and addresses of available witnesses, etc., to complete the required injury reports.
12. If claim is made, or suit or other proceedings are brought against the POLITICAL SUBDIVISION concerning Workers' Compensation Insurance, the POLITICAL SUBDIVISION shall immediately forward to the FUND every demand notice, summons or other process received by them.

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13. The POLITICAL SUBDIVISION shall cooperate with the FUND and, upon the FUND'S request, shall attend hearings and trials and shall assist in affecting the settlements, securing evidence, obtain the attendance of witnesses and the conduct of suits or proceedings. The POLITICAL SUBDIVISION shall not, except at its own expense, voluntarily make any payment, assume any obligation, incur any expense, other than for such immediate medical and other services at the time of injury as required by the Workers' Compensation law.
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15. As between the employee and the FUND, notice or knowledge of the injury on the part of the POLITICAL SUBDIVISION shall be noticed or acknowledged as the case maybe, on the part of the FUND; the jurisdiction of the POLITICAL SUBDIVISION, for the purpose of the Workers' Compensation law, shall be the jurisdiction of the FUND and the FUND shall, in all things, be bound by, and subject to, the findings, judgments, awards, decrees, orders or decisions rendered against the POLITICAL SUBDIVISION in the form and manner provided by such law and with the terms, limitations or provisions of this Agreement, not inconsistent with such law.
16. All provisions of the Workers' Compensation law shall be and remain a part of this Agreement as fully and completely as if written herein, as far as they apply to compensation of the benefits provided by this Agreement and to special taxes, payments to security or other special funds and the assessments required of, or levied against, compensation fund under such law or amendments thereto; and nothing herein shall relieve the POLITICAL SUBDIVISION by the other terms of this policy.
17. The POLITICAL SUBDIVISION shall reimburse the FUND for any payments required of the FUND under the Workers' Compensation law, in excess of the benefits regularly provided by this law, because of injury to any employee by reason of a serious and willful conduct of the POLITICAL SUBDIVISION, or any employee of the POLITICAL SUBDIVISION in violation of law with the knowledge or acquiescence of the POLITICAL SUBDIVISION or any officer thereof. This provision shall also apply to the misclassification of an employee to the detriment of the FUND.
18. In the event of any payment under this Agreement the FUND shall be subrogated to all the rights of recovery thereof of the POLITICAL SUBDIVISION and any person entitled to the benefits against any person or organization, and the POLITICAL SUBDIVISION shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The POLITICAL SUBDIVISION shall do nothing after a loss to prejudice such rights.
19. This Agreement can be cancelled by either POLITICAL SUBDIVISION or FUND with 60 days written notice.
20. By acceptance of this Agreement, the POLITICAL SUBDIVISION agrees that the statements in the application are their agreements in representation, that this Agreement is issued in reliance upon the truth of such representations, and that this Agreement embodies all agreements existing between the POLITICAL SUBDIVISION and the FUND.
21. In witness whereof, the FUND has caused this Agreement to be signed by its Director or Assistant Director.

FUND REPRESENTATIVE	POLITICAL SUBDIVISION REPRESENTATIVE
Dustin Hill	
Printed Name	Printed Name
Dustin Hill	
Signature	Signature
6-08-2022	
Date	Date

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City of Diboll Volunteer Fire Department

2022 May Council Report

May 3rd

- Pledge
- Incident Reports
- Discussion on GP fire on May 2nd
- Business meeting
- Discussion to replaced parts on 58 & 56

Firemen present (14)

May 10th

- Pledge
- Incident reports
- Clean station up

Fireman present (10)

May 17th

- Pledge
- Incident Reports
- Discussed fireman budget pay

Fireman present (9)

May 24th

- Pledge
- Incident Reports
- Discussion on fire at Altas roofing
- Spoke about the up coming budget in June
- Cleaned station

Fireman Present (14)

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City of Diboll Volunteer Fire Department

May 31st

- Pledge
- Incident Reports
- Discussion on new upgrades on 55 and 54
- Cleaned station

Fireman Present (15)

May Emergency Incidents (18)

May 2nd 16:10

- **Call # 22004271**
  700 W Borden Dr
  Particle board fire
  In of City
  Trucks 54,55,60
  Diboll Fire personnel responded (9)
  501,505,510,515,522,525,529,535,536

May 3rd 20:37

- **Call # 22004321**
  59 south Polk line
  Vehicle roll over
  Out City
  Trucks 55, 57
  Diboll Fire personnel responded (7)
  510,514,522,529,535,536,540

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City of Diboll Volunteer Fire Department

May 5th 17:34

- **Call # 22004397**
  Pioneer crossing Diboll
  Fire alarm
  In City
  Trucks 55
  Diboll Fire personnel responded (3)
  515,522,536

May 5th 20:05

- **Call # 22004402**
  203Ashworth Street
  Limb on power line
  Trucks 55
  In City
  Diboll Fire personnel responded (3)
  515,517,522

May 9th 5:31

- **Call # 22004523**
  3559 CC Rd
  Vehicle found wrecked no occupants
  Out City
  Diboll Fire personnel responded (3)
  514,529,536

May 9th 9:53

- **Call # 22004535**
  700 wet Borden
  Particle board fire
  In City
  Truck 55
  Diboll Fire personnel responded (3)
  522,535,536

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City of Diboll Volunteer Fire Department

May 9th 13:54

- **Call # 22004542**
  700 W Borden Dr
  Particle board fire
  In City
  Trucks 54,55
  Diboll Fire personnel responded (5)
  501,515,522,525,536

May 11th 7:37

- **Call # 22004626**
  Old Diboll hwy
  Vehicle on fire
  Trucks 55
  In City
  Diboll Fire personnel responded (4)
  501,510,522,536

May 15th 22:28

- **Call # 22004732**
  101 West borden Dr
  Atlas fire
  In city
  Trucks 54,55
  Diboll Fire personnel responded (9)
  510,513,514,522,525,529,535,536,540

May 15th 18:40

- **Call # 22004718**
  1349 Tx 116
  Livingston mutual aide
  Out of City

  Truck 60,62
  Diboll Fire personnel responded (2)
  525,527

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City of Diboll Volunteer Fire Department

May 18th 00:17

- **Call # 22004782**
  Old Diboll HWY
  Vehicle on fire 10/50
  Out of City
  Trucks 54
  Diboll Fire personnel responded (3)
  510,522,535

May 18th 2:12

- **Call # 22004784**
  508 Third Street
  Gun shot victim
  in City
  Trucks 54
  Diboll Fire personnel responded (3)
  510,522,535

May 18th 8:58

- **Call # 22004788**
  Hendricks 1500 block
  Vehicle roll over
  In City
  Diboll Fire personnel responded (2)
  510,535

May 20th 14:25

- **Call # 22004851**
  59 South
  Traffic control
  Out of city
  Trucks 53
  Diboll Fire personnel responded (5)
  501,505,513,515,535

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City of Diboll Volunteer Fire Department

May 22th 2:12

- **Call # 22004890**
  Fm 58 and 1818
  Vehicle on fully engulfed
  Out of City
  Trucks 56
  Diboll Fire personnel responded (3)
  510,514,536

May 27th 20:52

- **Call # 22005058**
  101 W Borden Dr
  Fire alarm
  in City
  Diboll Fire personnel responded (7)
  513,514,515,522,525,529,536

May 29th 21:08

- **Call # 22005150**
  1301 Lumberjack
  Fire alarm
  In City
  Trucks 54,55
  Diboll Fire personnel responded (7)
  501,510,515,522,525,536,540

May 29th 21:08

- **Call # 22005120**
  2041 CC RD
  Fire alarm 10/22
  Out of city
  Diboll Fire personnel responded (4)
  501,514,522,532

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Diboll Police Department

Monthly Stats

From: 05/01/2022 to 05/31/2022

Calls for Service – **502**

Incident Reports – **60**

Accidents – **6**

Extra Patrols/Patrol Request – **98**

Traffic Stops **- 391**

Arrest Total – **30**

- Felony – **25**
- Misdemeanor – **5**

400 Kenley · P.O. Box 340 · Diboll, Texas 75941 · (936) 829-5586 · Fax (936) 829-5436 · gmunoz@cityofdiboll.com

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Project Updates

WWTP/TWBD

We are still working on the environmental clearance with TWDB. Once the environmental and engineering report are approved, we can begin preparing the construction plans and specifications.

ARPA

We have received an Opinion of Probable Project Cost (OPPC) and Project Map for the 10" water line extension on Lumberjack Drive. Jason and I met with KSA and will be presenting a contract to be approved by council on 6-14-2022.

SSO PLAN

Start date will be the City FY2023 budget.

Department Projects

Exterior door replacement on facility buildings at WWTP plant: We are replacing 10 exterior metal doors that have rusted out over the years. Doors have been measured and ordered. We expect them to be delivered by 7-11-22. Pending

Walking bridge: The bridge between the civic center and jr. high rotted out due to termites. We have treated the area and replaced all rotten boards. Completed

Old Orchard Park bridge: We have patched some rotten boards on the top layer of the driving bridge. After inspection we will only need to replace the upper decking. Pending

#18 golf course bridge: Repairs have been made to the leaking 6inch water well pipe next to the bridge. Next, we will excavate the sediment on both sides of the bridge. Then we will be able to further inspect and repair as needed. Pending

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Well #4: Water well #4 has stopped pumping. We determined the problem to be in the submersible pump. We are going to pull the submersible turbine pump and camera survey the well. Pending

EPP plan: Our emergence preparedness plan has been completed and submitted to TQEQ for review. Completed

Ditch excavation and culvert replacement:

OC Scott- Removal of 2 culverts and re-set to grade. Excavate 860 feet of ditch line.

Corrine Street- Placement of 2 culverts 18 inch in diameter and excavation of 715 feet of ditch line. Completed

Holubec Street- Removal of 6 culverts and re-set to grade. Excavate 900 feet of ditch line. Pending

Lawrence Street- Removal of 7 culverts and re-set to grade. Excavate 1310 feet of ditch line. Pending

Carter Street- Placement of 2 40-inch culverts in drainage creek. Level with foundation dirt and place 4-inch rip-rap on culvert ends to prevent erosion. Pending

Cozy Circle - Removal of 6 culverts and re-set to grade. Excavate 410 feet of ditch line. Pending

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City of Diboll

American Rescue Plan Project
Lumberjack Drive
10" Water Line Extension

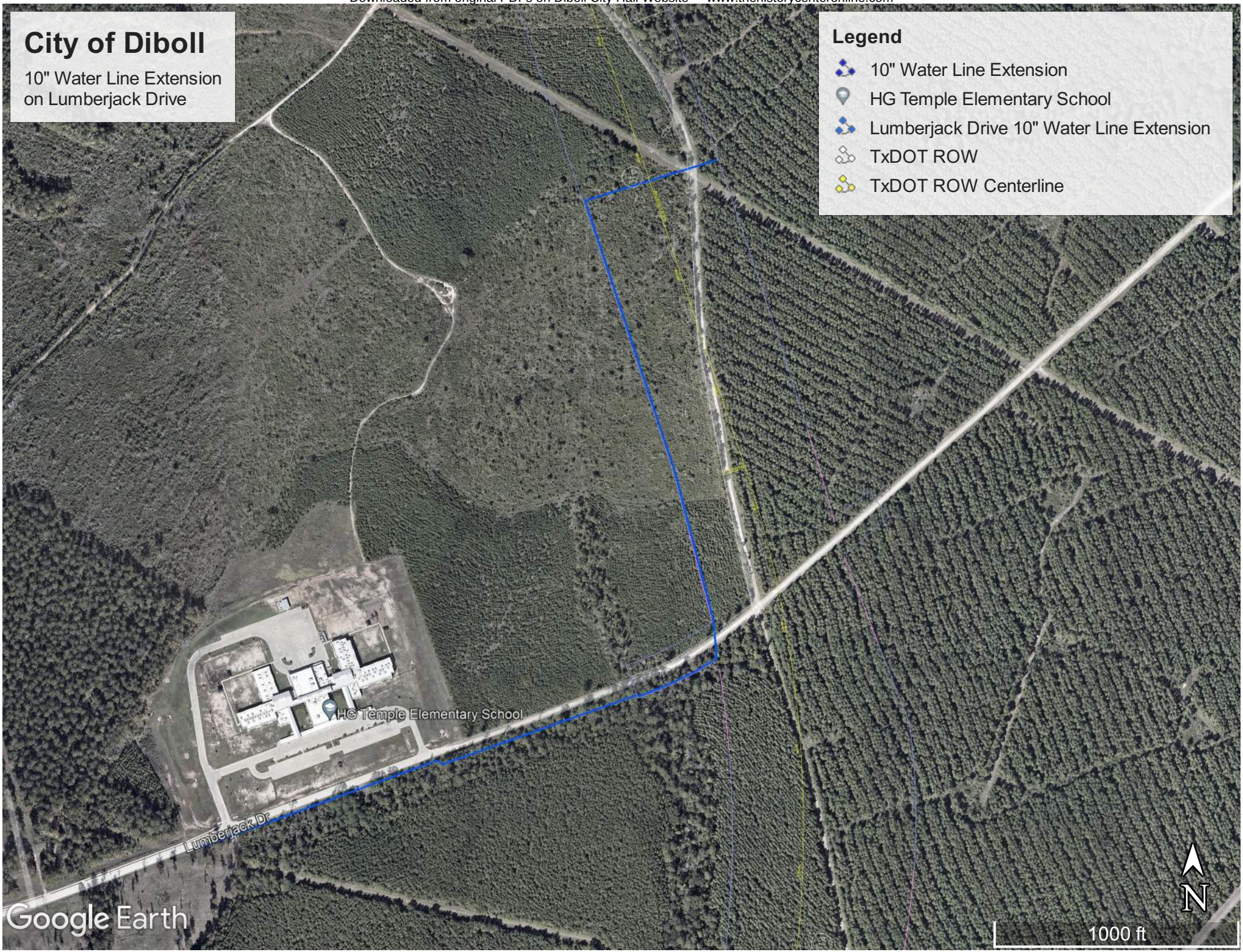
Opinion of Probable Project Cost					
April 7, 2022					
Item No.	**Description**	**Quantity**	**Unit**	**Unit Price**	**Total**
General Construction Items					
1.01	Mobilization	1	LS	$46,500.00	$46,500.00
1.02	ROW Preparation	48.0	STA	$1,000.00	$48,000.00
1.03	Seed and Fertilize	4,800	LF	$1.00	$4,800.00
1.04	10-in PVC Water Line by Directional Bore	100	LF	$175.00	$17,500.00
1.05	10-in PVC Water Line by 20" Steel Encased Bore	720	LF	$390.00	$280,800.00
1.06	10-in PVC Water Line	3,980	LF	$85.00	$338,300.00
1.07	Locate and Connect to Existing Water Line	1	EA	$3,000.00	$3,000.00
1.08	Fire Hydrant Assembly	10	EA	$7,500.00	$75,000.00
1.09	10-in Gate Valves	7	EA	$5,500.00	$38,500.00
				Construction Subtotal:	$852,400.00
				Construction Contingences @ 25%:	$213,100.00
				Pre-Agreement Opinion Of Probable Construction Cost:	**$1,065,500.00**
Engineering Services					
				Basic Services:	
				Preliminary Design	$52,300.00
				Final Design	$34,900.00
				Bidding	$5,000.00
				Subtotal Basic Engineering Services	**$92,200.00**
				Additional Services:	
				Design Surveying	$16,000.00
				TxDOT Permit Application & Coordination	$5,000.00
				Construction Administration	$30,000.00
				Resident Project Representative (Part Time - 6 month est.)	$44,000.00
				Subtotal Additional Services:	**$95,000.00**
				Total Engineering Services:	**$187,200.00**
Opinion of Probable Project Cost (Rounded to Next Highest $100 Increment):					**$1,252,700.00**

THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF INTERIM REVIEW UNDER THE AUTHORITY OF C. DANIEL HAYS P.E., 96630, ON 04/07/2022. IT IS NOT TO BE USED FOR CONSTRUCTION, BIDDING, OR PERMIT PURPOSES.

Assumptions:

1 Unit costs provided in 2022 dollars.
2 Basic engineering services fees were calculated using information contained in ASCE Manual & Reports on Engineering Practice No. 45.
3 Additional services fees are based upon internal KSA fee calculations or direct quotes from service providers.

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Sam

DIBOLL, TX MUNICIPAL COURT

Fees and Fines Collection & Activity Report

As of May 31, 2022

LINEBARGER
ATTORNEYS AT LAW

Linebarger Goggan Blair & Sampson, LLP

PROPRIETARY AND CONFIDENTIAL INFORMATION

Linebarger Goggan Blair & Sampson, LLP considers the information contained in this report to be proprietary, confidential, trade secrets of the firm. We respectfully request that no copies of this information be made and/or distributed without the prior written consent of the firm.

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Collections & Activity Summary

Collection Disposition Summary - May 2022	
Citations Assigned	0
Amount Assigned	$0
Citations Collected	99
Amount Collected	$30,224
Citations Cancelled	7
Amount Cancelled	$2,730
Citations Resolved	106
Amount Resolved	$32,954

Collection Disposition Summary - Contract to Date	
Citations Assigned	27,754
Amount Assigned	$9,524,380
Citations Adjusted	1,575
Amount Adjusted	($67,953)
Citations Collected	5,309
Amount Collected	$1,730,644
Citations Cancelled	978
Amount Cancelled	$343,408
Citations Resolved	6,287
Amount Resolved	$2,074,052
Dollar Resolution Rate	22.5%

Collection Activity - May 2022		
Letters		5
Address/Phone Updated		30
Phone Activity	Inbound	11
	Outbound	1,328

Collection Activity - Contract to Date		
Letters		58,848
Address/Phone Updated		11,856
Phone Activity	Inbound	3,829
	Outbound	197,978

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Status of Open Accounts

Status	Count	Amount
ACT - Active Account	21,182	$7,223,075
ATT - Attorney Contact Only	5	$1,437
BKR - Bankruptcy	2	$657
DEC - Deceased No Estate Or Beyond Claim	110	$35,711
DIS - Disputed	20	$6,475
INC - Incarcerated	86	$28,362
PRM - Promise Payment	105	$34,905
REF - Refuse To Pay	11	$3,678
SKP - Skip Tracing for Phone	21	$6,960
SWC - Stop Work Per Client	170	$40,401
SWF - Stop Work Per Firm	1	$432
Total	**21,713**	**$7,382,093**

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Monthly Collection Activity
Last 24 Months

Year	Month	Letters Mailed	Address/Phone Updated	Phone Activity		Dollars Collected
				Inbound	Outbound	
2022	May	5	30	11	1,328	$30,224
	April	181	24	20	1,365	$67,268
	March	53	15	70	1,601	$25,600
	February	6,283	8	100	1,292	$27,011
	January	519	407	47	1,564	$12,779
2021	December	115	25	14	2,079	$26,162
	November	215	41	39	2,685	$43,323
	October	588	82	76	1,577	$0
	September	2,352	126	60	1,152	$24,620
	August	972	310	63	1,185	$21,128
	July	71	169	45	1,664	$34,447
	June	883	234	114	1,522	$78,143
	May	165	32	10	1,495	$0
	April	202	32	11	1,099	$108,963
	March	327	39	144	874	$26,018
	February	4,375	288	44	752	$21,216
	January	900	565	95	1,317	$14,323
2020	December	15	33	5	1,570	$19,928
	November	105	28	43	1,897	$26,412
	October	626	42	57	2,625	$21,766
	September	2,034	132	86	2,840	$30,871
	August	688	265	65	2,785	$28,443
	July	122	125	20	3,559	$31,837
	June	130	252	22	1,599	$36,082
	May	88	67	9	1,193	$24,808
Total*		**22,014**	**3,371**	**1,270**	**42,619**	**$781,373**

***Total Amounts noted represent the last 24 months & not contract to date.**

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Portfolio Analysis
Outstanding Placements

	Accounts	Dollars	Acct. Pct.	Dollar Pct.	Average Balance
ALL ACCOUNTS	21,713	$7,382,092.83	100.00%	100.00%	$339.98
ADDRESSES					
No Mailing Address	26	$8,751.70	0.12%	0.12%	$336.60
Returned Mail	3,074	$1,008,122.18	14.16%	13.66%	$327.95
Good Address	18,613	$6,365,218.95	85.72%	86.23%	$341.98
OFFENSE AGE					
One Year or Less	898	$357,258.60	4.14%	4.84%	$397.84
1-2 Years	1,088	$429,601.65	5.01%	5.82%	$394.85
2-3 Years	1,324	$516,408.94	6.10%	7.00%	$390.04
+3 Years	18,403	$6,078,823.64	84.76%	82.35%	$330.32
PLACEMENT AGE					
One Year or Less	1,443	$569,008.48	6.65%	7.71%	$394.32
1-2 Years	1,174	$463,735.42	5.41%	6.28%	$395.00
2-3 Years	1,663	$627,389.22	7.66%	8.50%	$377.26
+3 Years	17,433	$5,721,959.71	80.29%	77.51%	$328.23

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Offense Age of Placements
Last 13 Months

	2015 & PRIOR	2016	2017	2018	2019	2020	2021	2022	Total Placements
May 2022	-	-	-	-	-	-	-	-	**0**
April 2022	-	-	-	-	-	-	79 100.00%	-	**79**
March 2022	-	-	-	-	-	-	261 96.31%	10 3.69%	**271**
February 2022	-	-	-	-	-	-	-	-	**0**
January 2022	-	-	-	-	-	-	-	-	**0**
December 2021	-	-	-	-	-	-	28 100.00%	-	**28**
November 2021	-	-	-	-	-	-	152 100.00%	-	**152**
October 2021	-	-	-	-	-	-	275 100.00%	-	**275**
September 2021	-	-	-	-	-	-	233 100.00%	-	**233**
August 2021	-	-	-	-	-	1 0.33%	301 99.67%	-	**302**
July 2021	2 1.08%	-	-	-	-	-	184 98.92%	-	**186**
June 2021	-	-	-	-	-	2 28.57%	5 71.43%	-	**7**
May 2021	-	-	2 25.00%	-	-	2 25.00%	4 50.00%	-	**8**

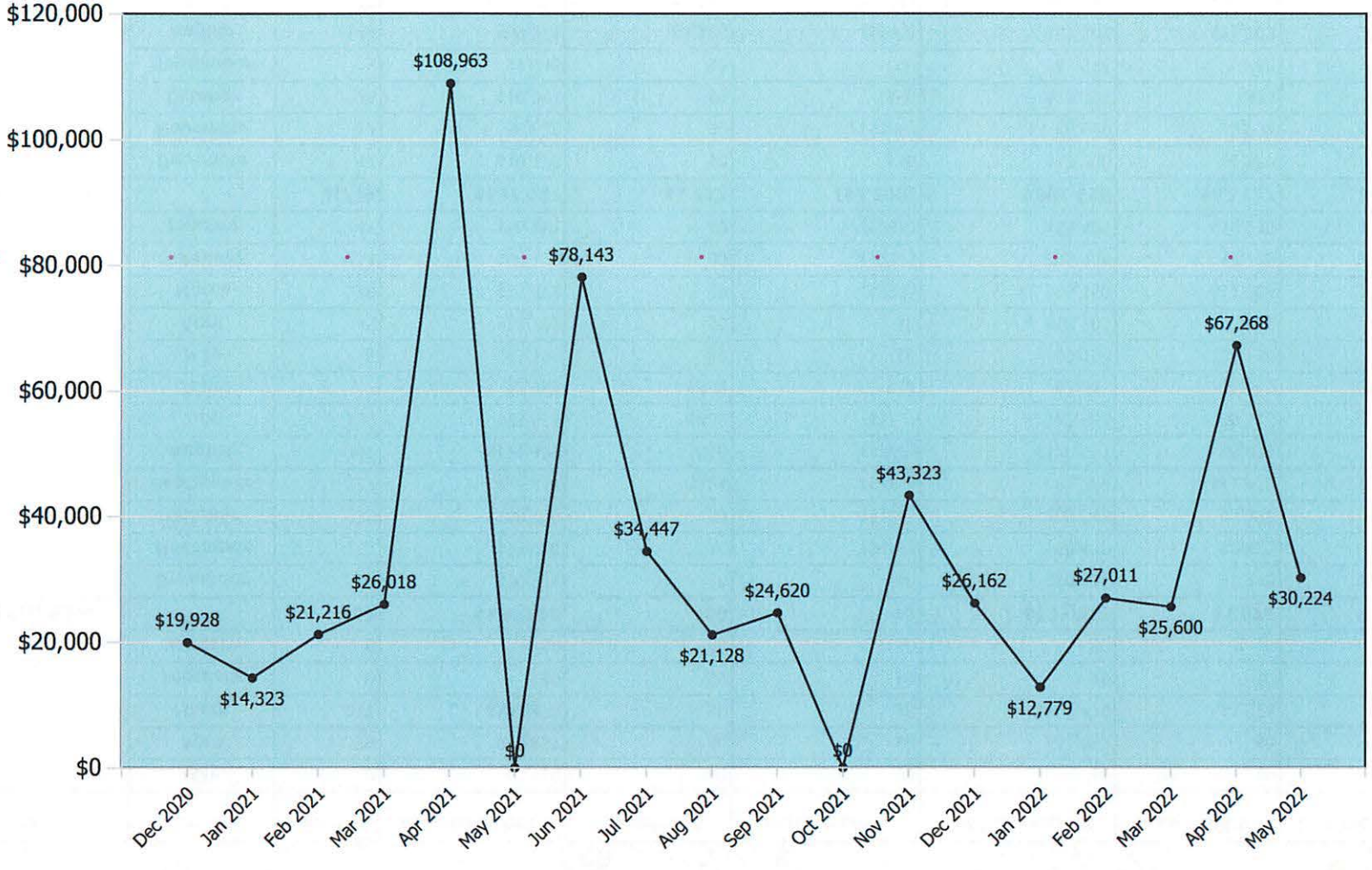
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Placement Activity Summary
Contract to Date

Year	Month	Count #	Orig Placement $	Cancelled $	Adjustment $	Net Placement $	Collected $	Collected %
	May	0	$0	$0	$0	$0	$0	0.00%
	April	79	$31,857	$0	$0	$31,857	$0	0.00%
	March	271	$107,470	$0	$0	$107,470	$1,076	1.00%
	February	0	$0	$0	$0	$0	$0	0.00%
	January	0	$0	$0	$0	$0	$0	0.00%
2022 Summary		**350**	**$139,326**	**$0**	**$0**	**$139,326**	**$1,076**	**0.77%**
	December	28	$10,825	$0	$0	$10,825	$1,240	11.46%
	November	152	$59,088	$0	($449)	$58,638	$2,481	4.23%
	October	275	$108,759	$0	($196)	$108,563	$5,122	4.72%
	September	233	$92,817	$325	($784)	$91,709	$11,428	12.46%
	August	302	$121,429	$516	($362)	$120,551	$8,031	6.66%
	July	186	$73,659	$438	($559)	$72,663	$5,115	7.04%
	June	7	$2,955	$438	$30	$2,547	$1,319	51.80%
	May	8	$3,154	$0	$0	$3,154	$0	0.00%
	April	45	$18,702	$0	$0	$18,702	$402	2.15%
	March	238	$95,372	$0	($222)	$95,150	$11,004	11.56%
	February	134	$54,116	$0	($212)	$53,904	$5,720	10.61%
	January	141	$56,151	$0	($746)	$55,405	$10,275	18.54%
2021 Summary		**1,749**	**$697,027**	**$1,717**	**($3,500)**	**$691,810**	**$62,137**	**8.98%**
	December	47	$19,170	$0	$30	$19,200	$1,580	8.23%
	November	17	$6,828	$0	($198)	$6,629	$2,731	41.19%
	October	26	$10,241	$0	$50	$10,291	$434	4.21%
	September	5	$1,946	$0	$0	$1,946	$0	0.00%
	August	149	$59,271	$1,123	($945)	$57,203	$11,703	20.46%
	July	277	$106,021	$3,715	($1,021)	$101,285	$16,083	15.88%
	June	309	$123,083	$902	($316)	$121,865	$21,068	17.29%
	May	126	$50,716	$1,648	($337)	$48,730	$9,516	19.53%
2020 Summary		**1,370**	**$533,385**	**$8,182**	**($4,655)**	**$520,548**	**$91,327**	**17.54%**
2019 Summary		**2,114**	**$792,156**	**$12,975**	**($8,778)**	**$770,403**	**$161,110**	**20.91%**
2018 Summary		**878**	**$331,523**	**$10,131**	**($3,333)**	**$318,059**	**$91,317**	**28.71%**
2017 Summary		**21,293**	**$7,030,961**	**$310,402**	**($47,688)**	**$6,672,872**	**$1,323,677**	**19.84%**

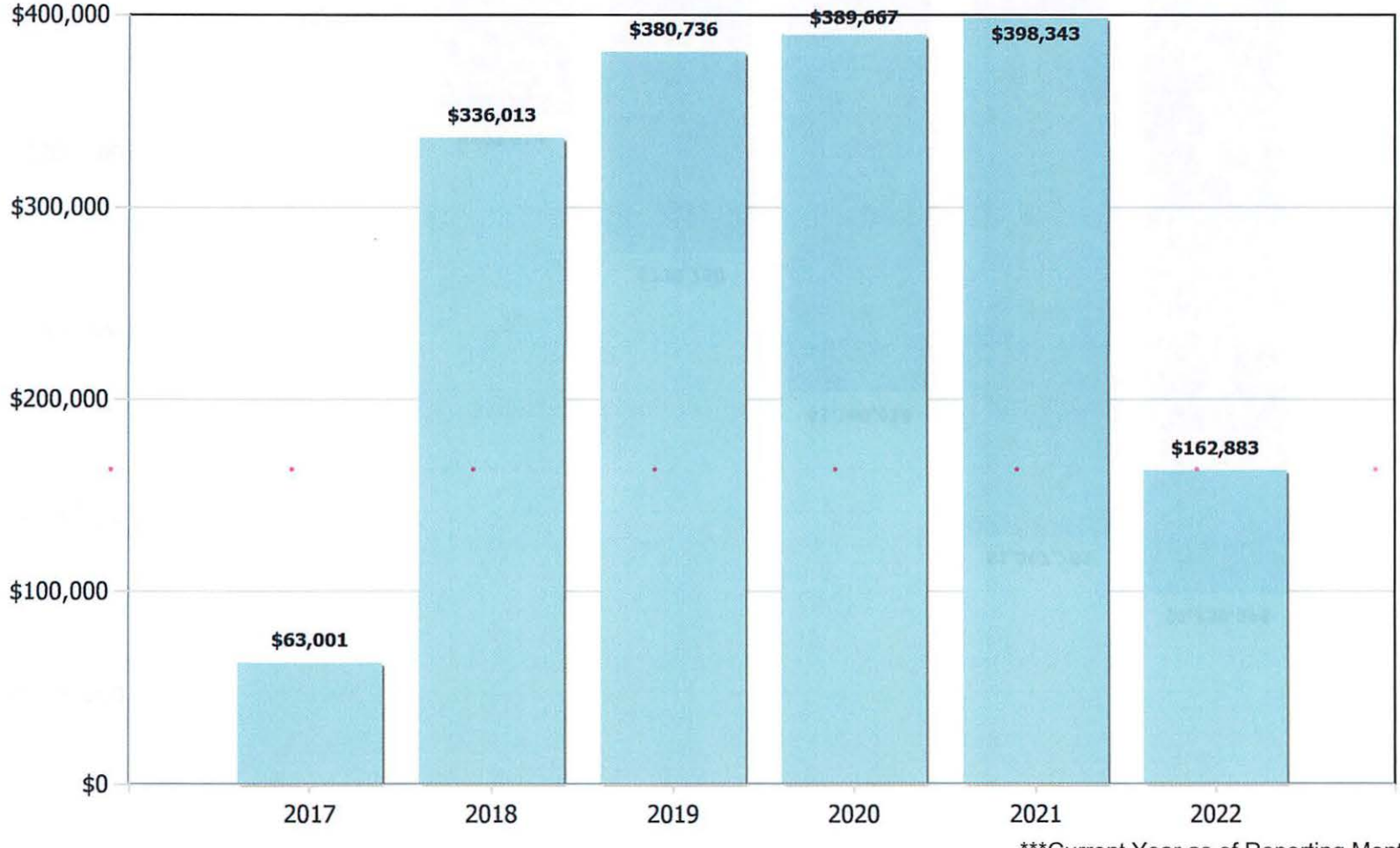
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Monthly Collections
Last 18 Months



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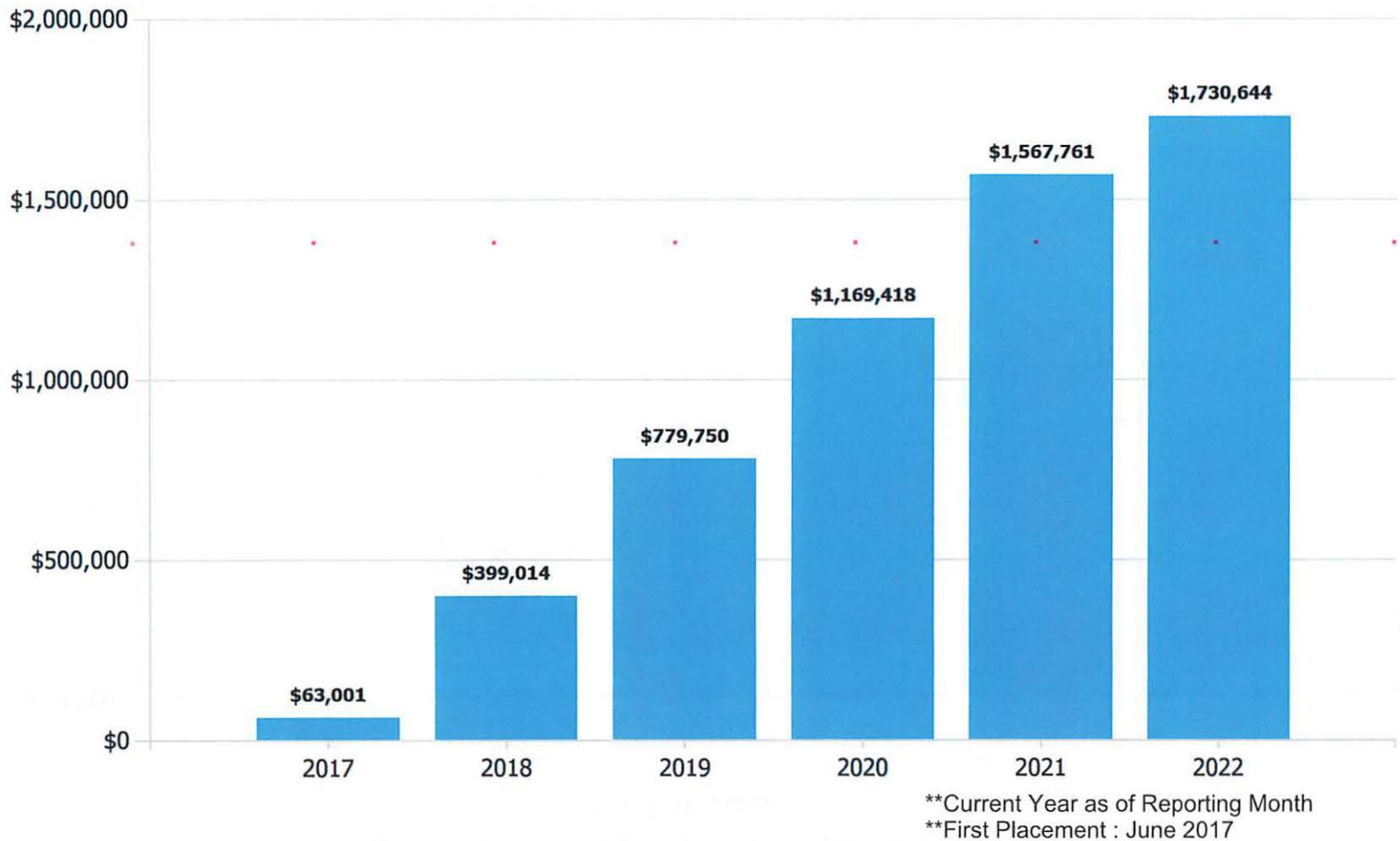
Delinquent Court Fees & Fines Annual Collections
Last 6 Years



***Current Year as of Reporting Month
***First Placement : June 2017

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Delinquent Fees & Fines Cumulative Collections



**Current Year as of Reporting Month
**First Placement : June 2017

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MINUTES OF THE GOVERNING BODY OF THE CITY OF DIBOLL, TEXAS REGULAR SESSION MEETING ON TUESDAY, JUNE 14, 2022, AT 5:15 P.M., IN THE DIBOLL CITY HALL CHAMBERS.

COUNCIL PRESENT

Mayor Trey Wilkerson, Mayor Pro Tem Daniel Lopez, Councilmembers Benita Sheffield Duffield, Brian Moreno, Ray Williams, Jr. and Ruben Terrazas.

COUNCIL ABSENT

Luis Maldonado

STAFF PRESENT

City Manager Jason A. Arnold, City Secretary Rosa Olvera, Finance Director Sam Durham, Chief of Police Michael Skillern, and Code Compliance Official Tino Lopez.

Call to Order: Mayor Trey Wilkerson called the meeting to order at 5:15 p.m.

Mayor Wilkerson gave the invocation, then led the Pledge of Allegiance which was recited by those in attendance.

CITIZENS PRESENTATION: (Limited to 3 minutes)
This item provides the opportunity to address the City Council on any matter whether or not it is posted on the agenda. However, in accordance with the Texas Open Meetings Act, Section 551.041, the Council cannot discuss, deliberate, or take any action on matters not listed on the agenda. At this time, the Council will receive citizen comments, and if necessary, may refer the matter to City staff for research, resolution, or referral to Council on a future agenda.

Rodney Cheshire spoke in recognition of city employee, JaMarkus Denning, for not only being a hard worked but also honest and trustworthy. Mr. Denning found and returned a lost item that was left behind by a coach at one of the dugouts in the park. He added, Diboll Youth Sports hosted the District Dixie Youth Baseball Tournament for the 8u division the weekend of June 10-12.
W. Walker addressed council regarding his account print out for 1008 Oak Hollow and his emails he has sent.

Item #1: CONSENT AGENDA: All matters listed under Consent Agenda are considered to be routine by the City Council and will be enacted by one motion. There will not be separate discussion. If discussion is desired, that item will be removed from the consent agenda and will be considered separately. Consider approval of the following reports:

a. Minutes from May 10, 2022, Regular Session Meeting
b. Minutes from May 18, 2022 City Council Special Called Meeting
c. Financial Statement for May 2022
d. 12-Month Attendance Record for May 2022

Brian Moreno made the motion to approve and Daniel Lopez second.
All in Favor, none opposed, motion carries.

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Item #2: Consideration and possible action to approve Resolution 2022-06-002 authorizing the suspension of proposed rates and the intervention of the Public Utility Commission proceeding involving the request to increase electric rates of Oncor Electric.

Brian Moreno made the motion to approve and Ruben Terrazas second.
All in Favor, none opposed, motion carries.

Item #3: Consideration and possible action to approve Interlocal Dispatch Agreement between the City of Lufkin and the City of Diboll.

Daniel Lopez made the motion to approve and Benita Sheffield Duffield second.
All in Favor, none opposed, motion carries.

Item #4: Consideration and possible action to approve extending the current General Services Agreement between KSA Engineering and the City of Diboll.

Danny Hayes with KSA was present to answer any questions or concerns from council.
Brian Moreno made the motion to approve and Daniel Lopez second.
All in Favor, none opposed, motion carries.

Item #5: Consideration and possible action to approve a Professional Services Agreement between KSA Engineering and the City of Diboll regarding project administration/project delivery services for Coronavirus Local Fiscal Recovery Fund programs.

Danny Hayes with KSA was present to answer any questions or concerns from council.
Brian Moreno made the motion to approve and Ruben Terrazas second.
All in Favor, none opposed, motion carries.

Item #6: Consideration and possible action to appoint a board member for Deep East Texas Council of Governments & Economic Development District (DETCOG) Board.

Daniel Lopez nominated and made a motion to approve Mayor Trey Wilkerson be appointed and Brian Moreno second.
All in Favor, none opposed, motion carries.

Item #7: Discussion and possible action to approve the appointment of members to the Planning and Zoning Commission.

Of the names presented to council of interested individuals, they chose to nominate:

Antoinette Berry - District 3
Patrina Mitchell - District 1
Phil Hal - District 4
Denise Reyna - District 3
Hopi Walls - District 3
Bryan Wilson - District 1
Noelia Grimaldo - District 2

Benita Sheffield Duffield made the motion to approve all nominees and Ray Williams, Jr. second.
All in Favor, none opposed, motion carries.

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Item #8: Consideration and possible action to adopt Resolution 2022-06-003 appointing Mike Terrell – Diboll ISD Board Member, as the joint appointment between the City of Diboll and Diboll Independent School District to the Angelina County Appraisal District Board of Trustees.

Benita Sheffield Duffield requested future nominee qualifications and process be presented to council.
Brian Moreno made the motion to approve request and Mike Terrell and Ruben Terrazas second.
All in Favor, none opposed, motion carries.

Item #9: Consideration and possible action to approve updating and extending the current Interlocal Agreement between Deep East Texas Self Insurance Fund (DETSIF) and the City of Diboll.

Daniel Lopez made the motion to approve and Ray Williams, Jr. second.
All in Favor, none opposed, motion carries.

Item #10: DEPARTMENT HEAD REPORTS

a. Fire Department Report
b. Police Department Report
c. Public Works Report
d. Finance & Court
e. City Manager Report

Adjournment

Mayor Wilkerson called to adjourn at 6:05p.m.

Minutes of the June 14, 2022 Regular Session Meeting approved by council on this the 12th day of July, 2022.

Trey Wilkerson, Mayor

ATTEST BY:

Rosa M. Olvera, City Secretary

STATE OF TEXAS §
ANGELINA COUNTY §
CITY OF DIBOLL §

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NOTICE OF MEETING
OF THE
CITY OF DIBOLL CITY COUNCIL

The City Council of the City of Diboll has called a Special Meeting in the City Hall Council Chambers, located at 400 Kenley Street, Diboll, Texas, on Tuesday, June 21, 2021 at 5:15 pm.

Call to Order

Invocation

Pledge of Allegiance

CITIZENS PRESENTATION: (Limited to 3 minutes)
This item provides the opportunity to address the City Council on any matter whether or not it is posted on the agenda. However, in accordance with the Texas Open Meetings Act, Section 551.041, the Council cannot discuss, deliberate, or take any action on matters not listed on the agenda. At this time, the Council will receive citizen comments, and if necessary, may refer the matter to City staff for research, resolution, or referral to Council on a future agenda.

Item #1: Consideration and possible action to approve the Guaranteed Energy Savings Performance Contract with Performance Services Inc. (PSI) in accordance with Texas Local Government Code 302.001 and TIPS Contract number 170103.

Adjournment

Note: Mayor and Council Reports on Items of Community Interest- Pursuant to Texas Government Code Section 551.0415 the City Council may report on the following items (1) expression of thanks, congratulations, or condolences; (2) information about holiday schedules; (3) recognition of individuals; (4) reminders about upcoming City Council events; (5) information about community events; (6) announcements involving imminent threat to public health and safety.

I certify that this Notice of Meeting was posted in a glass-enclosed case in front of City Hall at 400 Kenley Street, Diboll, Texas, and available for viewing by the public prior to 5:15 p.m. on June 17, 2022, as well as at the City's website.

Rosa M Olvera

Rosa M. Olvera - City Secretary
Posted: 6/17/2022



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RESOLUTION 2022-06-001

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DIBOLL, TEXAS, AUTHORIZING THE CITY TO ENTER INTO AN INSTALLATION CONTRACT RELATING TO THE ACQUISITION AND INSTALLATION OF ENERGY SAVINGS IMPROVEMENTS, AND TO ENTER INTO A PUBLIC PROPERTY FINANCE ACT LEASE PURCHASE AGREEMENT WITH FIRST SECURITY FINANCE, INC. TO FINANCE THE COSTS THEREOF; AND APPROVING CERTAIN OTHER DOCUMENTS AND ACTIONS IN CONNECTION THEREWITH

WHEREAS, the City of Diboll, Texas (the "City") is a political subdivision duly organized under the constitution and laws of the State of Texas; and

WHEREAS, it is hereby determined that a true and real need exists for the acquisition and installation of equipment for an energy conservation project, including (a) heating, ventilation and air conditioning upgrades, LED lighting, building automation system upgrades and siding and roof upgrades at certain of the City's facilities, and (b) replacement of water meters and related infrastructure improvements at various locations throughout the City and other areas served by the City's water department (the "Project"), as identified in the herein-after defined Installation Contract entered into between the City and Performance Services, Inc.; and

WHEREAS, the City is authorized under the Constitution and laws of the State of Texas (the "State") to enter into a public property finance act lease purchase agreement to finance the acquisition and installation of the Project; and

WHEREAS, in order to accomplish the foregoing, it is necessary and desirable for the City to enter into the following documents:

1. Installation Contract with Performance Services, Inc. (the "Contract") relating to the acquisition and installation of the Project;

2. Public Property Finance Act Lease Purchase Agreement (the "Agreement") with First Security Finance, Inc., as lessor (the "Lessor"), for the purposes described therein, including to provide financing for the Project;

3. Escrow Agreement (the "Escrow Agreement"), with the Lessor and the escrow agent named therein for the purpose of establishing an acquisition fund into which the Lessor will deposit an amount equal to the aggregate principal components of rental payments under the Agreement; and

4. Federal Tax Agreement (the "Tax Agreement"), setting forth certain representations, facts, expectations, terms and conditions relating to the use and investment of the proceeds of the Agreement in order to establish and maintain the exclusion of the interest portion of rental payments under the Agreement from gross income for federal income tax purposes and in order to provide guidance for complying with the arbitrage rebate provisions of the Internal Revenue Code upon the terms and conditions as set forth in the Tax Agreement.

(the Contract, the Agreement, the Escrow Agreement and the Tax Agreement are referred to herein as the "Transaction Documents").

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NOW, THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF DIBOLL, TEXAS, AS FOLLOWS:

Section 1. The Transaction Documents are hereby approved in substantially the forms submitted to and reviewed by the City Council of the City on the date hereof, with such changes therein as are deemed necessary by the City's attorney and approved by the Mayor (or its designee), said officer's execution thereof to be conclusive evidence of the approval thereof. The Mayor is each hereby authorized and directed to execute and deliver the Transaction Documents on behalf of and as the act and deed of the City. The City Secretary is hereby authorized to affix the City's seal thereto and attest such as may be necessary.

Section 2. The City shall, and the officials and agents of the City are hereby authorized and directed to, take such action, expend such funds and execute such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this resolution and to carry out, comply with and perform the duties of the City with respect to the Transaction Documents and the acquisition and installation of the Project.

Section 3. The City has made certain capital expenditures in connection with the acquisition and installation of the Project prior to the date hereof, and the City expects to make additional capital expenditures in connection with the acquisition and installation thereof in the future. The City intends to reimburse itself for all or a portion of such expenditures, to the extent permitted by law, with the proceeds of the Agreement or other tax-exempt obligations to be delivered by the City. The maximum principal amount of the Agreement or other tax-exempt obligations expected to be delivered for the Project is not expected to exceed $5,615,000.

Section 4. This resolution will take effect and be in full force from and after its adoption by the City Council of the City.

PASSED by the City Council of the City of Diboll, Texas this 21st day of June, 2022.

CITY OF DIBOLL, TEXAS

_____
Trey Wilkerson, Mayor

ATTEST:

_____
Rosa M. Olvera, City Secretary

STATE OF TEXAS §
ANGELINA COUNTY §
CITY OF DIBOLL §

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Gilmore & Bell, P.C.
Draft-June 9, 2022

$5,606,325
PUBLIC PROPERTY FINANCE ACT LEASE PURCHASE AGREEMENT
DATED AS OF JUNE 28, 2022, BETWEEN
FIRST SECURITY FINANCE, INC., AS LESSOR, AND THE
CITY OF DIBOLL, TEXAS, AS LESSEE

CLOSING DATE: JUNE 28, 2022

LIST OF CLOSING DOCUMENTS

Document Number

1. Public Property Finance Act Lease Purchase Agreement, with the following exhibits attached:

   Exhibit A: Description of the Personal Property.
   Exhibit B: Payment Schedule.

2. Escrow Agreement, with the following exhibits attached:

   Exhibit A: Form of Payment Request and Acceptance Certificate.
   Exhibit B: Final Acceptance Certificate.

3. Federal Tax Agreement, with the following exhibits attached:

   Exhibit A: Amortization Schedule and Calculation of Weighted Average Maturity and Yield on the Lease Agreement.
   Exhibit B: IRS Form 8038-G, together with proof of filing.
   Exhibit C: Description of Personal Property Expected to Comprise Financed Assets and Benefitted Facilities.
   Exhibit D: Sample Annual Compliance Checklist.

4. Lessee's Closing Certificate, with evidence of authorization from Lessee's governing body attached

5. Essential Use Certificate.

6. Opinion of Lessee's Counsel (validity opinion).

7. Opinion of Special Counsel to Lessor (tax opinion).

8. Issue Price Certificate from Lessor.

9. Installation Contract; Third Party Review Letter.

10. Evidence of Insurance.

11. Payment and Performance Bonds, together with Dual Obligee Rider naming Lessor and its successors and assigns as an additional obligee.

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Document Number

12. UCC Search Results.

13. UCC-1 Financing Statement respecting the Personal Property.

14. Lessee's Form W-9.

15. Texas Ethics Commission 1295 Filings:

    A. Respecting the Installation Contract (filed by the Vendor).
    B. Respecting the Public Property Finance Act Lease Purchase Agreement (filed by the Lessor).

16. Funding Memorandum.

# # #

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PUBLIC PROPERTY FINANCE ACT LEASE PURCHASE AGREEMENT

THIS PUBLIC PROPERTY FINANCE ACT LEASE PURCHASE AGREEMENT (the "Agreement"), is dated as of June 28, 2022, between **FIRST SECURITY FINANCE, INC.**, a corporation organized and existing under the laws of the State of Arkansas, as Lessor ("Lessor"), and the **CITY OF DIBOLL, TEXAS,** a body corporate and politic and political subdivision existing under the laws of the State of Texas, as Lessee ("Lessee"), wherein the parties hereby agree as follows:

Section 1. Definitions. The following terms will have the meanings indicated below unless the context clearly requires otherwise:

"Act" means Section 271.005 of the Local Government Code, as amended.

"Agreement" means this Public Property Finance Act Lease Purchase Agreement and any other schedule, exhibit or escrow agreement made a part hereof by the parties hereto, together with any amendments to this Agreement.

"Code" means the Internal Revenue Code of 1986, as amended from time to time.

"Commencement Date" is the date when the term of this Agreement and Lessee's obligation to pay rent commences, which date will be the earlier of (i) the date on which the Personal Property is accepted by Lessee in the manner described in **Section 13**, or (ii) the date on which sufficient moneys to purchase the Personal Property are deposited for that purpose with an escrow agent.

"Event of Default" means an Event of Default described in **Section 35**.

"Issuance Year" is the calendar year in which the Commencement Date occurs.

"Lease Term" means the period from the Commencement Date until the last Rental Payment Date.

"Lessee" means the entity described as such in the first paragraph of this Agreement, its successors and its assigns.

"Lessor" means the entity described as such in the first paragraph of this Agreement, its successors and its assigns.

"Net Proceeds" means the amount remaining from the gross proceeds of any insurance claim or condemnation award after deducting all expenses (including attorneys' fees) incurred in the collection of such claim or award.

"Payment Schedule" means the schedule of Rental Payments and Purchase Price set forth on **Exhibit B**.

"Personal Property" means the property described on the Personal Property Schedule attached hereto as **Exhibit A**, and all replacements, substitutions, repairs, restorations, modifications, attachments, accessions, additions and improvements thereof or thereto, and all insurance and/or proceeds therefrom.

"Purchase Price" means the amount set forth on the Payment Schedule that Lessee may, at its option, pay to Lessor to purchase the Personal Property.

"Rental Payment Dates" means the dates set forth on the Payment Schedule on which Rental Payments are due.

"Rental Payments" means the basic rental payments payable by Lessee pursuant to **Section 9**.

"State" means the State of Texas.

"Vendor" means the manufacturer of the Personal Property as well as the agents or dealers of the manufacturer from whom the Personal Property is or has been purchased, as listed on **Exhibit A**.

Section 2. Representations and Covenants of Lessee. Lessee represents, warrants and covenants for the benefit of Lessor as follows:

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(a) Lessee is a body corporate and politic and political subdivision duly organized and existing under the constitution and laws of the State and constitutes a "governmental agency" under the Act. Lessee will do or cause to be done all things to preserve and keep in full force and effect its existence as a political subdivision. Lessee has a substantial amount of one or more of the following sovereign powers: (i) the power to tax, (ii) the power of eminent domain, and (iii) police power.

(b) Lessee is authorized under the constitution and laws of the State, including the Act, to enter into this Agreement and the transaction contemplated hereby and to perform all of its obligations hereunder.

(c) Lessee has been duly authorized to execute and deliver this Agreement by proper action and approval of its governing body at a meeting duly called, regularly convened and attended throughout by a requisite majority of the members thereof or by other appropriate official approval.

(d) This Agreement constitutes the legal, valid and binding obligation of Lessee enforceable in accordance with its terms, except to the extent limited by applicable bankruptcy, insolvency, reorganization or other laws affecting creditors' rights generally.

(e) No event or condition that constitutes, or with the giving of notice or the lapse of time or both would constitute, an Event of Default exists at the Commencement Date.

(f) Lessee has complied with such public bidding requirements and laws and regulations, including the Act, as may be applicable to this Agreement and the acquisition by Lessee of the Personal Property hereunder.

(g) There is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body, pending or threatened against or affecting Lessee, nor to the best knowledge of Lessee is there any basis therefor, wherein an unfavorable decision, ruling or finding would materially adversely affect the transactions contemplated by this Agreement or any other document, agreement or certificate which is used or contemplated for use in the consummation of the transactions contemplated by this Agreement or materially adversely affect the financial condition, operations or properties of Lessee.

(h) All authorizations, consents and approvals of governmental bodies or agencies required in connection with the execution and delivery by Lessee of this Agreement or in connection with the carrying out by Lessee of its obligations hereunder have been obtained.

(i) The entering into and performance of this Agreement or any other document or agreement contemplated hereby to which Lessee is or is to be a party will not violate any judgment, order, law or regulation applicable to Lessee or result in any breach of, or constitute a default under, or result in the creation of any lien, charge, security interest or other encumbrance on any assets of Lessee or the Personal Property pursuant to any indenture, mortgage, deed of trust, bank loan or credit agreement or other instrument to which Lessee is a party or by which it or its assets may be bound, except as herein provided.

(j) The Personal Property described in this Agreement is essential to the function of Lessee or to the service Lessee provides to its citizens. Lessee has an immediate need for, and expects to make immediate use of, substantially all the Personal Property, which need is not temporary or expected to diminish in the foreseeable future. The Personal Property will be used by Lessee only for the purpose of performing one or more of Lessee's governmental or proprietary functions consistent with the permissible scope of Lessee's authority.

(k) Neither the payment of the Rental Payments hereunder nor any portion thereof is (i) secured by any interest in property used or to be used in a trade or business of a non-exempt person (within the meaning of Section 103 of the Code) or in payments in respect of such property or (ii) derived from payments in respect of property, or borrowed money, used or to be used in a trade or business of a non-exempt person (within the meaning of Section 103 of the Code). No portion of the Personal Property will be used directly or indirectly in any trade or business carried on by any non-exempt person (within the meaning of Section 103 of the Code).

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(l) Lessee will comply with all applicable provisions of the Code, including without limitation Sections 103 and 148 thereof, and the applicable regulations of the Treasury Department to maintain the exclusion of the interest components of Rental Payments from gross income for purposes of federal income taxation.

(m) Lessee will use the proceeds of this Agreement as soon as practicable and with all reasonable dispatch for the purpose for which this Agreement has been entered into. No part of the proceeds of this Agreement will be invested in any securities, obligations or other investments or used, at any time, directly or indirectly, in a manner which, if such use had been reasonably anticipated on the date of the execution and delivery of this Agreement, would have caused any portion of this Agreement to be or become an "arbitrage bond" within the meaning of Section 103(b)(2) or Section 148 of the Code and the applicable regulations of the Treasury Department.

(n) Lessee has never failed to pay payments coming due under any bond issue, contract, lease purchase agreement or other indebtedness obligation of Lessee, whether secured by Lessee's ad valorem taxes or otherwise.

(o) The useful life of the Personal Property will not be less than the Lease Term.

(p) The application, statements and credit or financial information submitted by Lessee to Lessor are true and correct and made to induce Lessor to enter into this Agreement and the escrow agreement, and Lessee has experienced no material change in its financial condition since the date(s) of such information.

(q) Lessee's fiscal year is from October 1 to September 30. Lessee has provided Lessor with audited financial statements through September 30, 2020. Lessee has experienced no material change in its financial condition or in the revenues expected to be utilized to meet Rental Payments due under this Agreement since September 30, 2020.

(r) Lessee shall pay the excess (if any) of the actual costs of acquiring the Personal Property under this Agreement over the amount deposited by Lessor in the acquisition fund established under the related escrow agreement and interest earnings thereon.

(s) Lessee is the fee owner of the real estate where the Personal Property is and will be located and has good and marketable title thereto, and there exists no mortgage, pledge, lien, security interest, charge or other encumbrance of any nature whatsoever on or with respect to such real estate. The Personal Property is not a replacement, repair, substitution or proceeds of any equipment or personal property subject to a prior lien or security interest of a third party.

(t) Lessee hereby confirms that this Agreement is a written contract stating the essential terms of an agreement for providing goods or services to Lessee under Section 271.151(2) of the Texas Local Government Code, and this Agreement is a waiver of Lessee's governmental immunity from suit under this Agreement, but only to the extent permitted under Section 271.153, Texas Government Code.

Section 3. Certification as to Arbitrage. Lessee hereby represents as follows:

(a) The estimated total costs of the Personal Property, together with any costs of entering into this Agreement and capitalized interest coming due during the acquisition period to be financed under this Agreement, will not be less than the total principal portion of the Rental Payments.

(b) The Personal Property has been ordered or is expected to be ordered within six months of the Commencement Date, and the Personal Property is expected to be delivered and installed, and the Vendor fully paid, within twenty-four months of the Commencement Date.

(c) Other than the Payment Fund (defined herein), Lessee has not created or established, and does not expect to create or establish, any sinking fund or other similar fund (i) that is reasonably expected to be used to pay the Rental Payments, or (ii) that may be used solely to prevent a default in the payment of the Rental Payments.

(d) The Personal Property has not been and is not expected to be sold or otherwise disposed of by Lessee, either in whole or in major part, prior to the last maturity of the Rental Payments.

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(e) To the best of our knowledge, information and belief, the above expectations are reasonable.

Section 4. Lease of Personal Property. Lessor hereby demises, leases and lets the Personal Property to Lessee, and Lessee rents, leases and hires the Personal Property from Lessor, in accordance with the provisions of this Agreement, for the Lease Term.

Section 5. Tax Levy. During each year of the Lease Term, Lessee shall compute and ascertain, as a part of Lessee's maintenance tax, a rate and amount of ad valorem tax which will be sufficient to raise and produce the money required (i) to pay the interest component of each Rental Payment as such interest comes due and (ii) to pay the principal component of each Rental Payment as such principal becomes due. Such tax shall be based on the latest approved tax rolls of Lessee, with full allowance being made for tax delinquencies and the cost of tax collection. Such rate and amount of ad valorem tax is hereby levied out of the maintenance tax of Lessee and ordered to be levied against all taxable property within the boundaries of Lessee for each year of the Lease Term; and such tax shall be assessed and collected during each such year. Such ad valorem taxes sufficient to provide for the payment of the Rental Payments, as they become due, are hereby pledged irrevocably from the maintenance tax of Lessee for such payment, within the limits prescribed by law.

Section 6. Termination of Lease Term. The Lease Term will terminate upon the earliest of any of the following events:

(a) the exercise by Lessee of the option to purchase the Personal Property under the provisions of **Section 31** and payment of the Purchase Price and all amounts payable in connection therewith;

(b) a default by Lessee and Lessor's election to terminate this Agreement under **Section 36**; or

(c) the payment by Lessee of all Rental Payments authorized or required to be paid by Lessee hereunder during the Lease Term and the payment of all other amounts required to be paid hereunder.

Section 7. Levy of Taxes; Budgeting. During the Lease Term, Lessee covenants that prior to adopting a budget for any ensuing fiscal year Lessee shall place in its proposed budget for such ensuing fiscal year an amount necessary to pay the Rental Payments and all other amounts payable hereunder for such ensuing fiscal year and that the final budget for each fiscal year shall set aside and appropriate out of revenues generated from Lessee's operation and maintenance tax levy under Article XI, Section 4, Texas Constitution (the "Limited Tax") revenues and other revenues and funds lawfully available therefor an amount sufficient to pay the Rental Payments and all other amounts payable hereunder and shall deposit all such funds in accordance with **Section 8**. Lessee hereby levies and agrees to assess and collect, a continuing direct annual Limited Tax on all taxable property within the boundaries of Lessee, within the limitations prescribed by law, at a rate from year to year sufficient, together with such other revenues and funds lawfully available to Lessee for the payment of Rental Payments and all other amounts payable hereunder, to provide funds each year to pay the Rental Payments and all other amounts payable hereunder, full allowance being made for delinquencies and costs of collection. The Limited Tax and such revenues and funds in an amount sufficient to pay Rental Payments and all other amounts payable hereunder are pledged to Lessor for such purpose as the same shall become due and payable under this Agreement.

Section 8. Deposit into the Payment Fund.

(a) On or before the Commencement Date, Lessee shall establish a payment fund (the "Payment Fund"), which shall be maintained by Lessee as long as any Rental Payments are unpaid. Lessee hereby pledges the Payment Fund for the exclusive purpose of securing the Rental Payments and shall apply the funds therein to the payment of Rental Payments as such payments come due.

(b) Each year in which Rental Payments come due, Lessee shall, not later than the day preceding any such due date, deposit into the Payment Fund, from Lessee's Limited Tax or other lawfully available funds (within the limits prescribed by law) an amount sufficient to make such payment. Lessee hereby pledges its Limited Tax as security for this obligation.

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(c) The Payment Fund shall be depleted at least once a year except for a carryover amount not to exceed one twelfth (1/12) of the amount of the Rental Payments expected to come due in the following year.

Section 9. Rental Payments. Lessee will pay Rental Payments, exclusively from the Limited Tax and legally available funds, in lawful money of the United States of America to Lessor in the amounts and on the dates set forth on the Payment Schedule. Rental Payments will be in consideration for Lessee's use of the Personal Property during the fiscal year in which such payments are due. Any Rental Payment not received on or before its due date will bear interest at the rate of 10% per annum or the maximum amount permitted by law, including Section 1204.006 of the Texas Government Code, as amended, whichever is less, from its due date (the "Default Rate Amount").

In the event that it is determined that any of the interest components of Rental Payments may not be excluded from Lessor's gross income for purposes of federal income taxation, Lessee agrees to pay to Lessor promptly after any such determination and on each Rental Payment Date thereafter an additional amount determined by Lessor to compensate Lessor for the loss of such excludability (including without limitation, compensation relating to interest expense, penalties or additions to tax), which determination shall be conclusive absent manifest error (the "Event of Taxability Amounts").

Section 10. Interest Component. As set forth on the Payment Schedule, a portion of each Rental Payment is paid as, and represents payment of, interest.

Section 11. Rental Payments To Be Unconditional. The obligations of Lessee to pledge, levy and collect the Limited Tax, to make Rental Payments and to perform and observe the other covenants and agreements contained herein shall be absolute and unconditional in all events without abatement, diminution, deduction, set-off or defense, for any reason, including without limitation any failure of the Personal Property to be delivered or installed, any defects, malfunctions, breakdowns or infirmities in the Personal Property or any accident, condemnation or unforeseen circumstances or the failure of Lessor or any other person or entity to perform its obligations under this Agreement or any other agreement, including the performance guaranty.

Section 12. [Reserved].

Section 13. Delivery, Installation and Acceptance of the Personal Property. Lessee will order the Personal Property, cause the Personal Property to be delivered and installed at the locations specified on **Exhibit A** and pay any and all delivery and installation costs in connection therewith. When the Personal Property has been delivered and installed, Lessee will immediately accept the Personal Property and evidence said acceptance by executing and delivering to Lessor a certificate of acceptance and payment request in substantially the form attached to the related escrow agreement, in form and substance acceptable to Lessor. After it has been delivered and installed, the Personal Property will not be moved from the locations specified on **Exhibit A** without Lessor's consent, which consent will not be unreasonably withheld.

Section 14. Enjoyment of Personal Property. Lessor hereby covenants to provide Lessee with quiet use and enjoyment of the Personal Property during the Lease Term, and Lessee will peaceably and quietly have and hold and enjoy the Personal Property during the Lease Term, without suit, trouble or hindrance from Lessor, except as otherwise expressly set forth in this Agreement. In the event Lessor fails to comply with this covenant or any other covenant made by Lessor under this Agreement (if any) and Lessee shall not be in default under this Agreement, Lessee may take whatever action at law or in equity may appear necessary or desirable to enforce its rights under this Agreement.

Section 15. Right of Inspection. Lessor will have the right at all reasonable times during regular business hours to enter into and upon the property of Lessee for the purpose of inspecting the Personal Property.

Section 16. Use of the Personal Property. Lessee will not install, use, operate or maintain the Personal Property improperly, carelessly, in violation of any applicable law or in a manner contrary to that contemplated by this Agreement. Lessee will obtain all permits and licenses, if any, necessary for the installation and operation of the Personal Property. In addition, Lessee agrees to comply in all respects (including, without limitation, with respect to the use, maintenance and operation of each item of the Personal Property) with all applicable laws, regulations and rulings of any legislative, executive, administrative or judicial body; provided, however, that Lessee may contest in good faith the validity or application of any such law, regulation or ruling in any reasonable manner that does not, in

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the opinion of Lessor, adversely affect the interest of Lessor in and to the Personal Property or its interest or rights under this Agreement.

Section 17. Maintenance of Personal Property. Lessee agrees that it will, at Lessee's own cost and expense, maintain, preserve and keep the Personal Property in good repair, working order and condition. Lessor will have no responsibility to maintain, or repair or to make improvements or additions to the Personal Property. If requested to do so by Lessor, Lessee will enter into a maintenance contract for the Personal Property with Vendor.

Section 18. Title to the Personal Property. During the Lease Term, title to the Personal Property and any and all additions, repairs, replacements or modifications will vest in Lessee, subject to the rights of Lessor under this Agreement; provided that title will thereafter immediately and without any action by Lessee vest in Lessor, and Lessee will immediately surrender possession of the Personal Property to Lessor upon (a) any termination of this Agreement other than termination pursuant to **Section 31** or **Section 6(c)** or (b) the occurrence of an Event of Default. It is the intent of the parties hereto that any transfer of title to Lessor pursuant to this Section will occur automatically without the necessity of any bill of sale, certificate of title or other instrument of conveyance. Lessee will, nevertheless, execute and deliver any such instruments as Lessor may request to evidence such transfer. Lessee irrevocably designates, makes, constitutes and appoints Lessor and its assignee as Lessee's true and lawful attorney (and agent in-fact) with power, at such time of termination or times thereafter as Lessor in its sole and absolute discretion may determine, in Lessee's or Lessor's or such assignee's name, to endorse the name of Lessee upon any bill of sale, document, instrument, invoice, freight bill, bill of lading or similar document relating to the Personal Property in order to vest title in Lessor and transfer possession to Lessor.

Section 19. Security Interest. To secure the payment of all of Lessee's obligations under this Agreement and to the extent permitted by law, Lessor retains a security interest constituting a first lien on the Personal Property, and on all additions, attachments and accessions thereto and substitutions therefor and proceeds therefrom. Lessee agrees to execute such additional documents in form satisfactory to Lessor, that Lessor deems necessary or appropriate to establish and maintain its security interest. Lessee agrees that financing statements may be filed with respect to the security interest in the Personal Property.

As further security therefor, Lessee grants to Lessor a first priority security interest in the cash and negotiable instruments from time to time comprising the acquisition fund, if any, established under any related escrow agreement and all proceeds (cash and non-cash) thereof, and agrees with respect thereto that Lessor shall have all the rights and remedies of a secured party.

Section 20. Personal Property; No Encumbrances. Lessor and Lessee agree that the Personal Property is and will remain personal property. The Personal Property will not be deemed to be affixed to or a part of the real estate on which it may be situated, notwithstanding that the Personal Property or any part thereof may be or hereafter become in any manner physically affixed or attached to such real estate or any building thereon. Upon the request of Lessor, Lessee will, at Lessee's expense, furnish a waiver of any interest in the Personal Property from any party having an interest in any such real estate or building. Lessee shall not create, incur, assume or permit to exist any mortgage, pledge, lien, security interest, charge or other encumbrance of any nature whatsoever on any of the real estate where the Personal Property is or will be located or enter into any agreement to sell or assign or enter into any sale/leaseback arrangement of such real estate without the prior written consent of Lessor; provided, that if Lessor or its assigns is furnished with a waiver of interest in the Personal Property acceptable to Lessor or its assigns in its discretion from any party taking an interest in any such real estate prior to such interest taking effect, such consent shall not unreasonably withheld.

Section 21. Liens, Taxes, Other Governmental Charges and Utility Charges. Lessee will keep the Personal Property free and clear of all liens, charges and encumbrances, except those created under this Agreement. The parties to this Agreement contemplate that the Personal Property will be used for a governmental or proprietary purpose of Lessee and, therefore, that the Personal Property will be exempt from all property taxes and other similar charges. If the use, possession or acquisition of the Personal Property is found to be subject to taxation in any form, Lessee will pay all taxes and governmental charges lawfully assessed or levied against or with respect to the Personal Property. Lessee will pay all utility and other charges incurred in the use and maintenance of the Personal Property. Lessee will pay such taxes and charges as the same become due; provided that, with respect to any such taxes and charges that may lawfully be paid in installments over a period of years, Lessee will be obligated to pay only such installments that

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accrue during the Lease Term. This Agreement is intended to be a "net-net-net contract" and Lessee hereby agrees that the Rental Payments are an absolute net return to Lessor, free and clear of any expenses, charges or set-offs whatsoever.

Section 22. Insurance. At its own expense, Lessee will maintain (a) casualty insurance insuring the Personal Property against loss or damage by fire and all other risks covered by the standard extended coverage endorsement then in use in the State and any other risks reasonably required by Lessor in an amount at least equal to the then applicable Purchase Price of the Personal Property, (b) liability insurance that protects Lessor from liability in all events in form and amount satisfactory to Lessor, and (c) workers' compensation coverage as required by the laws of the State; provided that, with Lessor's prior written consent, Lessee may self-insure against the risks described in clauses (a) and (b). Lessee shall also provide or cause to be provided to Lessor payment and performance bonds, each naming Lessor and its successors and assigns as an additional obligee and issued by a surety company rated "A" or better by AM Best in an amount equal to the Personal Property. All insurance proceeds from casualty losses will be payable as hereinafter provided. Lessee will furnish to Lessor certificates evidencing such coverage throughout the Lease Term.

All such casualty and liability insurance will be with insurers that are acceptable to Lessor, will name Lessor and its successors and assigns as a loss payee and an additional insured and will contain a provision to the effect that such insurance will not be cancelled or modified materially without first giving written notice thereof to Lessor at least ten days in advance of such cancellation or modification. All such casualty insurance will contain a provision making any losses payable to Lessee and Lessor, as their respective interests may appear.

Section 23. Advances. In the event Lessee fails to maintain the insurance required by this Agreement, pay taxes or charges required to be paid by it under this Agreement or fails to keep the Personal Property in good repair and operating condition, Lessor may (but will be under no obligation to) purchase the required policies of insurance and pay the cost of the premiums thereof, pay such taxes and charges and make such Personal Property repairs or replacements as are necessary and pay the cost thereof. All amounts so advanced by Lessor will become additional rent made by Lessee under this Agreement. Lessee agrees to pay such amounts with interest thereon from the date paid at the rate of 10% per annum or the maximum permitted by law, whichever is less.

Section 24. Financial Information. Upon request, Lessee shall furnish or cause to be furnished to Lessor, at Lessee's expense, as soon as available after the close of each fiscal year, the audited financial statement of Lessee at the close of and for such fiscal year, all in reasonable detail, with supporting schedules, audited by and with the report of Lessee's auditor (the "Audit"), which may be in electronic .pdf format. In the event the Audit is filed on the MSRB's "EMMA" website, to satisfy this requirement Lessee may email a link to the posted Audit to Lessor. In the event that the Audit is not available, Lessee will furnish unaudited financial statements to Lessor in the manner described in this Section, and will then supply the Audit immediately upon the availability thereof. Lessee will provide Lessor with any reasonably required financial or other information in a reasonable time following Lessor's written request.

Section 25. Release and Indemnification. To the extent permitted by law, Lessee will indemnify, protect and hold harmless Lessor from and against any and all liability, obligations, losses, claims and damages whatsoever, regardless of cause thereof, and expenses in connection therewith (including, without limitation, counsel fees and expenses and any federal income tax and interest and penalties connected therewith imposed on interest received) arising out of or as the result of (a) the entering into this Agreement by Lessee, (b) the ownership of any item of the Personal Property, (c) the manufacturing, ordering, acquisition, use, operation, condition, purchase, delivery, rejection, storage or return of any item of the Personal Property, (d) any accident in connection with the operation, use, condition, possession, storage or return of any item of the Personal Property resulting in damage to property or injury or death to any person or (e) the breach of any covenant herein or any material misrepresentation contained herein, unless said breach of covenant or misrepresentation is made by Lessor. The indemnification arising under this paragraph will continue in full force and effect notwithstanding the full payment of all obligations under this Agreement or the termination of the Lease Term for any reason.

Section 26. Risk of Loss. Lessee assumes, from and including the Commencement Date, all risk of loss of or damage to the Personal Property from any cause whatsoever. No such loss of or damage to the Personal Property nor defect therein nor unfitness or obsolescence thereof will relieve Lessee of the obligation to make Rental Payments or to perform any other obligation under this Agreement.

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Section 27. Damage, Destruction, Condemnation; Use of Proceeds. If (a) the Personal Property or any portion thereof is destroyed, in whole or in part, or is damaged by fire or other casualty, or (b) title to, or the temporary use of, the Personal Property or any part thereof or the interest of Lessee or Lessor in the Personal Property or any part thereof will be taken under the exercise of the power of eminent domain by any governmental body or by any person, firm or corporation acting under governmental authority, Lessee and Lessor will cause the Net Proceeds of any insurance claim or condemnation award to be applied to the prompt replacement, repair, restoration, modification or improvement of the Personal Property, unless Lessee has exercised its option to purchase the Personal Property pursuant to **Section 31**. Any balance of the Net Proceeds remaining after such work has been completed will be paid to Lessee.

Section 28. Insufficiency of Net Proceeds. If the Net Proceeds are insufficient to pay in full the cost of any repair, restoration, modification or improvement referred to in **Section 27**, Lessee will either (a) complete such replacement, repair, restoration, modification or improvement and pay any costs thereof in excess of the amount of the Net Proceeds, or (b) purchase Lessor's interest in the Personal Property pursuant to **Section 31**. The amount of the Net Proceeds, if any, remaining after completing such repair, restoration, modification or improvement or after purchasing the Personal Property will be retained by Lessee. If Lessee will make any payments pursuant to this Section, Lessee will not be entitled to any reimbursement therefor from Lessor nor will Lessee be entitled to any diminution of the amounts payable under **Section 9** or any other Section of this Agreement.

Section 29. Disclaimer of Warranties. ***LESSOR MAKES NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY OR FITNESS FOR PARTICULAR USE OR PURPOSE OF THE PERSONAL PROPERTY OR AGAINST INFRINGEMENT, OR ANY OTHER WARRANTY OR REPRESENTATION WITH RESPECT THERETO. IN NO EVENT SHALL LESSOR BE LIABLE FOR ANY ACTUAL, INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGE IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT OR THE EXISTENCE, FURNISHING, FUNCTIONING OR LESSEE'S USE OR MAINTENANCE OF ANY PERSONAL PROPERTY OR SERVICES PROVIDED FOR IN THIS AGREEMENT.***

Section 30. Vendor's Warranties. Lessee may have rights under the contract evidencing the purchase of the Personal Property; Lessee is advised to contact the Vendor for a description of any such rights. Lessee hereby assigns to Lessor during the Lease Term all warranties running from Vendor to Lessee. Lessor hereby irrevocably appoints Lessee its agent and attorney-in-fact during the Lease Term, so long as Lessee will not be in default hereunder, to assert from time to time whatever claims and rights (including without limitation warranties) related to the Personal Property that Lessor may have against the Vendor. Lessee's sole remedy for the breach of any such warranty, indemnification or representation will be against the Vendor, and not against Lessor. Any such matter will not have any effect whatsoever on the rights and obligations of Lessor with respect to this Agreement, including the right to receive full and timely payments hereunder. Lessee expressly acknowledges that Lessor makes, and has made, no representations or warranties whatsoever as to the existence or availability of such warranties by the Vendor.

Section 31. Purchase Option; Prepayment.

(a) Lessee will have the option to purchase the Personal Property, upon giving written notice to Lessor at least 30 days before the date of purchase, at the following times and upon the following terms:

(i) On June 1, 2031, and any Rental Payment Date thereafter, upon payment in full of the Rental Payment then due hereunder plus all other amounts due hereunder plus the then-applicable Purchase Price to Lessor; or

(ii) In the event of substantial damage to or destruction or condemnation (other than by Lessee or any entity controlled by or otherwise affiliated with Lessee) of substantially all of the Personal Property, on the day Lessee specifies as the purchase date in Lessee's notice to Lessor of its exercise of the purchase option, upon payment in full of the Rental Payment and all other amounts then due hereunder plus (A) the Purchase Price designated on the Payment Schedule for such purchase date if such purchase date is a Rental Payment Date or the Purchase Price for the immediately preceding Rental Payment Date if such purchase date is not a Rental Payment Date, and (B) if such day is not a Rental Payment Date, an amount equal to the portion of the interest component of the Rental Payment scheduled to come due on the following Rental Payment Date accrued from the immediately preceding Rental Payment Date to such purchase date, computed on the basis of a 360-day year of twelve 30-day months. In

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the event there is no applicable Purchase Price set forth in the Payment Schedule, the Purchase Price for any such prepayment set forth in (A) or (B) above shall be in an amount equal to 102% of the outstanding principal balance of this Agreement.

On the final Rental Payment Date, Lessee will be deemed to have exercised its option to purchase the Personal Property subject to this Agreement, without requirement for written notice, upon payment in full of the Rental Payments then due hereunder, plus all other amounts due hereunder and not yet paid.

Upon the exercise of the option to purchase set forth above, title to the Personal Property will be vested in Lessee, free and clear of any right or claim by or through Lessor.

(b) In the event monies remain in any acquisition fund established under an escrow agreement, upon receipt by the escrow agent under such escrow agreement of a duly executed certificate of acceptance and payment request identified as the final such request, the remaining monies in such acquisition fund shall, first be applied to all reasonable fees and expenses incurred by such escrow agent, if applicable, in connection with such acquisition fund as evidenced by its statement forwarded to Lessor and Lessee; and, second be paid to Lessor, to be applied by Lessor on any Rental Payment Date to all or a portion of the Rental Payment due and owing in the succeeding twelve (12) months and any remaining amounts shall be applied by Lessor as prepayment to the remaining principal balance owing hereunder in inverse order of Rental Payment Dates, unless Lessor directs that payment of such amount be made in such other manner that, in the opinion of nationally recognized counsel in the area of tax exempt municipal obligations satisfactory to Lessor, will not adversely affect the exclusion of the interest components of Rental Payments from gross income for federal income tax purposes. If any such amount is applied against the outstanding principal components of Rental Payments, the Payment Schedule attached hereto will be revised accordingly.

Section 32. Determination of Fair Purchase Price. Lessee and Lessor hereby agree and determine that the Rental Payments hereunder represent the fair value of the use of the Personal Property and that the amount required to exercise Lessee's option to purchase the Personal Property pursuant to **Section 31** represents, as of the end of the Lease Term, the fair purchase price of the Personal Property. In making such determinations, Lessee and Lessor have given consideration to (a) the costs of the Personal Property, (b) the uses and purposes for which the Personal Property will be employed by Lessee, (c) the benefit to Lessee by reason of the acquisition and installation of the Personal Property and the use of the Personal Property pursuant to the terms and provisions of this Agreement, and (d) Lessee's option to purchase the Personal Property. Lessee hereby determines and declares that the acquisition and installation of the Personal Property and the leasing of the Personal Property pursuant to this Agreement will result in personal property of comparable quality and meeting the same requirements and standards as would be necessary if the acquisition and installation of the Personal Property were performed by Lessee other than pursuant to this Agreement. Lessee hereby determines and declares that the Lease Term does not exceed the useful life of the Personal Property.

Section 33. Assignment by Lessor.

(a) Lessor's right, title and interest in and to this Agreement, the Rental Payments and any other amounts payable by Lessee hereunder, the related escrow agreement, its security interest in the Personal Property and any acquisition fund, and all proceeds therefrom may be assigned and reassigned in whole or in part to one or more assignees or subassignees by Lessor, without the necessity of obtaining the consent of Lessee; *provided,* that any such assignment, transfer or conveyance to a trustee for the benefit of owners of certificates of participation shall be made in a manner that conforms to any applicable State law. Nothing in this Section 33 shall be construed, however, to prevent Lessor from executing any such assignment, transfer or conveyance that does not involve funding through the use of certificates of participation within the meaning of applicable State law, including any such assignment, transfer or conveyance as part of a multiple asset pool to a partnership or trust. Notwithstanding the foregoing, any certificates of participation may be sold only on a private placement basis (and not pursuant to any "public offering") to a purchaser(s) who represents that (i) such purchaser has sufficient knowledge and experience in financial and business matters to be able to evaluate the risks and merits of the investment, (ii) such purchaser understands that neither this Agreement nor certificates will be registered under the Securities Act of 1933, (iii) such purchaser is either an "accredited investor" within the meaning of Regulation D under the Securities Act of 1933, or a qualified institutional buyer within the meaning of Rule 144A, and (iv) it is the intention of such purchaser to acquire such certificates (A) for investment for its own account or (B) for resale in a transaction exempt from registration under the Securities Act of 1933.

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(b) Unless to an affiliate controlling, controlled by or under common control with Lessor, no assignment, transfer or conveyance permitted by this Section shall be effective until Lessee shall have received a written notice of assignment that discloses the name and address of each such assignee; *provided,* that if such assignment is made to a bank or trust company as trustee or paying agent for owners of certificates of participation, trust certificates or partnership interests with respect to the Rental Payments payable under this Agreement, it shall thereafter be sufficient that Lessee receives notice of the name and address of the bank or trust company as trustee or paying agent. During the Lease Term, Lessee shall keep, or cause to be kept, a complete and accurate record of all such assignments in form necessary to comply with Section 149 of the Code. Lessee shall retain all such notices as a register of all assignees and shall make all payments to the assignee or assignees designated in such register. Lessee shall not have the right to and shall not assert against any assignee any claim, counterclaim or other right Lessee may have against Lessor or the Vendor but shall have the right to bring such claim against the Vendor notwithstanding assignment of Lessor's interest as authorized in this Section. Assignments in part may include without limitation assignment of all of Lessor's security interest in and to the Personal Property and all rights in, to and under this Agreement related to such Personal Property, and all of Lessor's security interest in and to any acquisition fund, or all rights in, to and under the related escrow agreement.

(c) If Lessor notifies Lessee of its intent to assign this Agreement, Lessee agrees that it shall execute and deliver to Lessor a notice of assignment in substantially the form provided by Lessor, within five (5) business days after its receipt of such request.

Section 34. Assignment and Subleasing by Lessee. None of Lessee's right, title and interest in, to and under this Agreement and the Personal Property may be assigned or encumbered by Lessee for any reason, except that Lessee may sublease all or part of the Personal Property if Lessee obtains the prior written consent of Lessor and an opinion of nationally recognized counsel in the area of tax exempt municipal obligations satisfactory to Lessor that such subleasing will not adversely affect the exclusion of the interest components of the Rental Payments from gross income for federal income tax purposes. Any such sublease of all or part of the Personal Property will be subject to this Agreement and the rights of Lessor in, to and under this Agreement and the Personal Property.

Section 35. Events of Default Defined. Any of the following will be "Events of Default" under this Agreement:

(a) Failure by Lessee to pay any Rental Payment or other payment required to be paid hereunder at the time specified herein;

(b) Failure by Lessee to observe and perform any covenant, condition or agreement on its part to be observed or performed, other than as referred to in **Section 35(a)**, for a period of 30 days after written notice, specifying such failure and requesting that it be remedied, is given to Lessee by Lessor, unless Lessor will agree in writing to an extension of such time prior to its expiration; provided, however, if the failure stated in the notice cannot be corrected within the applicable period, Lessor will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by Lessee within the applicable period and diligently pursued until the default is corrected;

(c) Any statement, representation or warranty made by Lessee in or pursuant to this Agreement or its execution, delivery or performance will prove to have been false, incorrect, misleading or breached in any material respect on the date when made;

(d) Any provision of this Agreement will at any time for any reason cease to be valid and binding on Lessee, or will be declared to be null and void, or the validity or enforceability thereof will be contested by Lessee or any governmental agency or authority if the loss of such provision would materially adversely affect the rights or security of Lessor, or Lessee will deny that it has any further liability or obligation under this Agreement;

(e) Lessee will (i) apply for or consent to the appointment of a receiver, trustee, custodian or liquidator of Lessee, or of all or a substantial part of the assets of Lessee, (ii) be unable, fail or admit in writing its inability generally to pay its debts as they become due, (iii) make a general assignment for the benefit of creditors, (iv) have an order for relief entered against it under applicable federal bankruptcy law, or (v) file a voluntary petition in bankruptcy or a petition or an answer seeking reorganization or an arrangement with creditors or taking advantage of any insolvency law or any

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answer admitting the material allegations of a petition filed against Lessee in any bankruptcy, reorganization or insolvency proceeding; or

(f) An order, judgment or decree will be entered by any court of competent jurisdiction, approving a petition or appointing a receiver, trustee, custodian or liquidator of Lessee or of all or a substantial part of the assets of Lessee, in each case without its application, approval or consent, and such order, judgment or decree will continue unstayed and in effect for any period of 30 consecutive days.

Section 36. Remedies on Default. Whenever any Event of Default exists, Lessor will have the right, at its sole option without any further demand or notice, to take one or any combination of the following remedial steps:

(a) By written notice to Lessee, Lessor may declare all Rental Payments and other amounts payable by Lessee hereunder to the end of the Lease Term to be due;

(b) With or without terminating this Agreement, Lessor may enter the premises where the Personal Property is located and retake possession of the Personal Property or require Lessee at Lessee's expense to promptly return any or all of the Personal Property to the possession of Lessor at a place specified by Lessor, and sell or lease the Personal Property or, for the account of Lessee, sublease the Personal Property, holding Lessee liable for the difference between (i) the Rental Payments and other amounts payable by Lessee hereunder to the end of the Lease Term, plus the applicable Purchase Price, and (ii) the net proceeds of any such sale, lease or sublease (after deducting all expenses of Lessor in exercising its remedies under this Agreement, including without limitation, all expenses of taking possession, storing, reconditioning and selling or leasing the Personal Property and all brokerage, auctioneers' and attorneys' fees); and

(c) Lessor may provide written notice of the occurrence of an Event of Default to the escrow agent under any related escrow agreement, and the escrow agent shall thereupon promptly remit to Lessor the entire balance of the acquisition fund established thereunder; and

(d) Lessor may take whatever other action at law or in equity may appear necessary or desirable to enforce its rights as the owner of the Personal Property, including, without limitation, seeking actions based on mandamus, specific performance/enforcement or related legal remedies.

In addition, Lessee will remain liable for all covenants and indemnities under this Agreement and for all legal fees and other costs and expenses, including court costs, incurred by Lessor with respect to the enforcement of any of the remedies listed above or any other remedy available to Lessor.

Section 37. No Remedy Exclusive. No remedy herein conferred upon or reserved to Lessor is intended to be exclusive and every such remedy will be cumulative and will be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default will impair any such right or power or will be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle Lessor to exercise any remedy reserved to it in this Agreement it will not be necessary to give any notice, other than such notice as may be required in this Agreement.

Section 38. Notices. All notices, certificates or other communications hereunder will be sufficiently given and will be deemed given when delivered or mailed by registered mail, postage prepaid, to the parties at the addresses immediately after the signatures to this Agreement (or at such other address as either party hereto will designate in writing to the other for notices to such party), to any assignee at its address as it appears on the register maintained by Lessee.

Section 39. Binding Effect. This Agreement will inure to the benefit of and will be binding upon Lessor and Lessee and their respective successors and assigns.

Section 40. Severability. In the event any provision of this Agreement will be held invalid or unenforceable by any court of competent jurisdiction, such holding will not invalidate or render unenforceable any other provision hereof.

Section 41. Entire Agreement. This Agreement constitutes the entire agreement between Lessor and Lessee.

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Section 42. Amendments. This Agreement may be amended, changed or modified in any manner by written agreement of Lessor and Lessee. Any waiver of any provision of this Agreement or any right or remedy hereunder must be affirmatively and expressly made in writing and will not be implied from inaction, course of dealing or otherwise.

Section 43. Execution in Counterparts. This Agreement may be simultaneously executed in several counterparts, each of which will be an original and all of which will constitute but one and the same instrument.

Section 44. Captions. The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Agreement.

Section 45. Applicable Law. This Agreement will be governed by and construed in accordance with the laws of the State.

Section 46. Electronic Transactions. The parties agree that the transaction described herein may be conducted and related documents may be stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

Section 47. Role of Lessor. Lessor has not acted and will not act as a fiduciary for Lessee or as Lessee's agent or municipal advisor. Lessor has not and will not provide financial, legal, tax, accounting or other advice to Lessee or to any financial advisor or placement agent engaged by Lessee with respect to this Agreement. Lessee, its financial advisor, placement agent or municipal advisor, if any, shall each seek and obtain its own financial, legal, tax, accounting and other advice with respect to this Agreement from its own advisors (including as it relates to structure, timing, terms and similar matters).

Section 48. Lessee's Notice Filings Related to this Agreement for SEC Rule 15c2-12. In connection with Lessee's compliance with any continuing disclosure undertakings (each, a "Continuing Disclosure Agreement") entered into by Lessee on and after February 27, 2019, pursuant to SEC Rule 15c2-12 promulgated pursuant to the Securities and Exchange Act of 1934, as amended (the "Rule"), Lessor acknowledges that Lessee may be required to file with the Municipal Securities Rulemaking Board's Electronic Municipal Market Access system, or its successor ("EMMA"), notice that Lessee has incurred obligations under this Agreement and notice of certain subsequent events reflecting financial difficulties in connection with this Agreement. Lessee agrees that it shall not file or submit, or permit to be filed or submitted, with EMMA any documentation that includes the following unredacted sensitive or confidential information about Lessor or its affiliates: address and account information of Lessor or its affiliate, e-mail addresses, telephone numbers, fax numbers, names and signatures of officers, employees and signatories of Lessor or its affiliates, or any account information for any related escrow agreement, unless otherwise required for compliance with the Rule or otherwise required by law. Lessee acknowledges that Lessor is not responsible for Lessee's compliance or noncompliance with the Rule or any Continuing Disclosure Agreement.

Section 49. No Engagement in Boycott of Israel. Lessee certifies that it does not boycott Israel, and agrees that it will not boycott Israel during the term of this Agreement, with the term "boycott" having the meaning assigned in V.T.C.A., Government Code §808.001.

Section 50. No Business with Iran, Sudan or Foreign Terrorist Organizations. Lessee certifies that it does not engage in business with Iran, Sudan, or any company identified on the list referenced in V.T.C.A., Government Code § 2252.152.

Section 51. No Engagement in Boycotting Oil Companies. Lessee certifies that it does not boycott oil companies and will not boycott oil companies during the term of this Agreement pursuant to V.T.C.A., Government Code § 2274 (Acts 2021, 87th Leg., ch. 529 § 2).

Section 52. No Discrimination against Firearm and Ammunition Industries. Lessee certifies that it (a) does not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association; and (b) will not discriminate during the term of this Agreement against a firearm trade association, all pursuant to V.T.C.A., Government Code § 2274 (Acts 2021, 87th Leg., ch. 530 § 1).

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IN WITNESS WHEREOF, Lessor and Lessee have caused this Agreement to be executed in their corporate names by their duly authorized officers as of the date first above written.

FIRST SECURITY FINANCE, INC.

By: _____
Name: Mark Killingsworth
Title: Vice President
Address: First Security Center
521 President Clinton Ave., Ste. 800
Little Rock, AR 72201

CITY OF DIBOLL, TEXAS

By: _____
Name: Trey Wilkerson
Title: Mayor
Address: 400 Kenley Street
Diboll, TX 75941

CERTIFICATION

I, the undersigned, do hereby certify (i) that the officer of Lessee who executed the foregoing Agreement on behalf of Lessee and whose genuine signature appears thereon, is the duly qualified and acting officer of Lessee as stated beneath his or her signature and has been authorized to execute the foregoing Agreement on behalf of Lessee, and (ii) that the fiscal year of Lessee is from October 1 through September 30.

DATED: June 28, 2022.

By: _____
Name: Rosa Olvera
Title: City Secretary

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EXHIBIT A TO PUBLIC PROPERTY FINANCE ACT LEASE PURCHASE AGREEMENT

PERSONAL PROPERTY SCHEDULE

Description of the Personal Property:

The Personal Property consists of all personal property acquired and installed in connection with the energy savings improvements as set forth in the Installation Contract dated as of June __, 2022, between the City of Diboll, Texas (the "City"), and Performance Services, Inc., including (a) heating, ventilation and air conditioning upgrades, LED lighting, building automation system upgrades and siding and roof upgrades at certain of Lessee's facilities, and (b) replacement of water meters and related infrastructure at various locations throughout the City, and other areas served by the City's water department, together with any and all replacement parts, additions, repairs, modifications, attachments and accessories thereto, any and all substitutions, replacements or exchanges therefor, and any and all insurance and/or proceeds thereof. See also "Project Improvement List" attached hereto. *[Project Improvements List from Installation Contract to be attached.]*

This description of the Personal Property shall be deemed to be supplemented and amended by the descriptions of the Personal Property included in the Payment Request and Acceptance Certificates submitted to Lessor for approval pursuant to the terms of the Escrow Agreement dated as of June 28, 2022, among Lessor, Lessee and Bank OZK, as escrow agent, which descriptions shall be deemed to be incorporated herein.

Vendor:

The Vendor is Performance Services, Inc., 801 E. Old Settlers Boulevard, Suite 100, Round Rock, Texas 78664.

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EXHIBIT B TO PUBLIC PROPERTY FINANCE ACT LEASE PURCHASE AGREEMENT

PAYMENT SCHEDULE

Principal Amount: $5,606,325
Interest Rate: 3.68%; 30/360 basis
Rental Payments will be made in accordance with **Section 9** and this Payment Schedule.

Rental Payment Date	Total Rental Payment	Principal Portion	Interest Portion	Purchase Price*
06/01/2023	$ 190,839.30**	$ 0.00	$ 190,839.30	NPP
06/01/2024	369,302.76	162,990.00	206,312.76	NPP
06/01/2025	372,175.73	171,861.00	200,314.73	NPP
06/01/2026	377,937.24	183,947.00	193,990.24	NPP
06/01/2027	383,790.99	196,570.00	187,220.99	NPP
06/01/2028	389,738.22	209,751.00	179,987.22	NPP
06/01/2029	395,779.38	223,511.00	172,268.38	NPP
06/01/2030	401,917.18	237,874.00	164,043.18	NPP
06/01/2031	408,152.41	252,863.00	155,289.41	$4,046,297.16
06/01/2032	414,487.05	268,503.00	145,984.05	3,772,424.10
06/01/2033	414,921.14	278,818.00	136,103.14	3,488,029.74
06/01/2034	414,920.64	289,078.00	125,842.64	3,193,170.18
06/01/2035	414,920.57	299,716.00	115,204.57	2,887,459.86
06/01/2036	414,921.02	310,746.00	104,175.02	2,570,498.94
06/01/2037	414,920.57	322,181.00	92,739.57	2,241,874.32
06/01/2038	414,921.31	334,038.00	80,883.31	1,901,155.56
06/01/2039	414,920.71	346,330.00	68,590.71	1,547,898.96
06/01/2040	414,920.77	359,075.00	55,845.77	1,181,642.46
06/01/2041	414,920.81	372,289.00	42,631.81	801,907.68
06/01/2042	414,921.57	385,990.00	28,931.57	408,197.88
06/01/2043	414,921.14	400,194.00	14,727.14	0.00
Totals	$8,268,250.51	$5,606,325.00	$2,661,925.51	

CITY OF DIBOLL, TEXAS

By: _____
Name: Trey Wilkerson
Title: Mayor

* Lessee's option to purchase is subject to the provisions of Section 31 of the Agreement.

** The Total Rental Payment due on this Rental Payment Date will be paid when it becomes due by the Escrow Agent from moneys on deposit in the Acquisition Fund pursuant to the authorization set forth in the Escrow Agreement dated as of June 28, 2022, among Lessor, Lessee and Bank OZK, as escrow agent.

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ESCROW AGREEMENT

This **ESCROW Agreement** (the "Escrow Agreement"), dated as of June 28, 2022, is entered into among **FIRST SECURITY FINANCE, INC.**, an Arkansas corporation (together with its successors and assigns, the "Lessor"), the **CITY OF DIBOLL, TEXAS,** a municipal corporation and political subdivision existing under the laws of Texas (the "Lessee"), and **BANK OZK**, an Arkansas state-chartered banking association, as escrow agent (together with its successors and assigns, the "Escrow Agent").

Name of Acquisition Fund: "City of Diboll, Texas Acquisition Fund"
Amount of Deposit into the Acquisition Fund: $5,606,325

TERMS AND CONDITIONS

1. This Escrow Agreement relates to and is hereby made a part of the Public Property Finance Act Lease Purchase Agreement dated as of June 28, 2022 (the "Agreement"), between the Lessor and the Lessee.

2. Except as otherwise defined herein, all terms defined in the Agreement will have the same meaning for the purposes of this Escrow Agreement as in the Agreement.

3. The Lessor, the Lessee and the Escrow Agent agree that the Escrow Agent will act as sole Escrow Agent under the Agreement and this Escrow Agreement, in accordance with the terms and conditions set forth in this Escrow Agreement. The Escrow Agent will not be deemed to be a party to the Agreement, and this Escrow Agreement will be deemed to constitute the entire agreement among the Lessor, the Lessee and the Escrow Agent.

4. There is hereby established in the custody of the Escrow Agent a special trust fund designated as set forth above (the "Acquisition Fund") to be held and administered by the Escrow Agent in trust for the benefit of the Lessor and the Lessee in accordance with this Escrow Agreement.

5. The Lessor will deposit in the Acquisition Fund the amount specified above for the purpose of fully funding the Agreement and providing a mechanism for the application of such amounts to the purchase of and payment for (a) the Personal Property, including payment of capitalized interest on the date specified in **Section 7**, and (b) costs of issuance in connection with the Agreement. Moneys held by the Escrow Agent hereunder will be invested and reinvested by the Escrow Agent upon written order of an authorized representative of the Lessee, in accordance with the Lessee's Federal Tax Agreement dated the date hereof in Qualified Investments (as defined below) maturing or subject to redemption at the option of the holder thereof prior to the date on which it is expected that such funds will be needed. If an authorized representative of the Lessee fails to timely direct the investment of any moneys held hereunder, the Escrow Agent will invest and reinvest such moneys in Qualified Investments described in **Section 6(vi)** below. Such investments will be held by the Escrow Agent in the Acquisition Fund; any interest and gain earned on such investments will be deposited in the Acquisition Fund, and any losses on such investments will be charged to the Acquisition Fund. The Escrow Agent may act as purchaser or agent in the making or disposing of any investment.

6. "Qualified Investments" means, to the extent the same are at the time legal for investment of the funds being invested: (i) direct general obligations of the United States of America; (ii) obligations the timely payment of principal of and interest on which is fully and unconditionally guaranteed by the United States of America; (iii) general obligations of the agencies and instrumentalities of the United States of America acceptable to the Lessor; (iv) certificates of deposit, time deposits or demand deposits with any bank or savings institution including the Escrow Agent or any affiliate thereof, provided that such certificates of deposit, time deposits or demand deposits, if not insured by the Federal Deposit Insurance Corporation or the Federal Savings and Loan Insurance Corporation, are fully secured by obligations described in (i), (ii) or (iii) above; or (v) repurchase agreements with any state or national bank or trust company, including the Escrow Agent or any affiliate thereof, that are secured by obligations of the type described in (i), (ii) or (iii) above, provided that such collateral is free and clear of claims of third parties and that the Escrow Agent or a third party acting solely as agent for the Escrow Agent has possession of such collateral and a perfected first security interest in such collateral; or (vi) money market mutual funds that are invested in securities described in (i), (ii) or (iii) and that are rated "Aaa" by Moody's

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Investors Service or "AAAm-G" by Standard & Poor's Ratings Services or the comparable rating by Fitch IBCA, Inc.

7. Lessee and Lessor hereby authorize the Escrow Agent to take the following actions with respect to the Acquisition Fund:

a. Lessee and Lessor hereby authorize Escrow Agent to pay from the Acquisition Fund to Lessor interest on the Agreement as it becomes due representing capitalized interest from the date hereof, on the date and in the amount set forth below, without further action by Lessee, upon payment instructions provided by Lessor to Escrow Agent:

Date	Amount
06/01/2023	$190,839.30

b. From time to time, the Escrow Agent shall pay from the Acquisition Fund to the Vendor, the Lessee or other payee, upon presentation to the Escrow Agent of a properly executed Payment Request and Acceptance Certificate, a form of which is attached as **Exhibit A**, executed by the Lessee and approved by the Lessor, together with an invoice for the cost of the acquisition of said Personal Property or cost of issuance, and a written approval by the Lessor of the Vendor to be paid. In making any disbursement pursuant to this **Section 7(b)**, the Escrow Agent may conclusively rely as to the completeness and accuracy of all statements in such Payment Request and Acceptance Certificate, and the Escrow Agent will not be required to make any inquiry, inspection or investigation in connection therewith. The approval of each Payment Request and Acceptance Certificate by the Lessor will constitute to the Escrow Agent an irrevocable determination by the Lessor that all conditions precedent to the payment of the amounts set forth therein have been completed. The Lessor shall not be required to approve any such payment unless and until the Lessee shall have provided to the Lessor (i) certificates of insurance evidencing coverage in accordance with Section 22 of the Agreement and satisfactory to the Lessor, and (ii) payment and performance bonds naming the Lessor and its successors and assigns as an additional obligee and issued by a surety company rated "A" or better by AM Best in form and substance satisfactory to the Lessor.

8. The Acquisition Fund will terminate upon the occurrence of the earlier of (a) the presentation of a proper Payment Request and Acceptance Certificate and the Final Acceptance Certificate, a form of which is attached as **Exhibit B**, properly executed by the Lessee, or (b) the presentation of written notification by the Lessor, or, if the Lessor has assigned its interest under the Agreement, then the assignees or subassignees of all of the Lessor's interest under the Agreement or an agent on their behalf, that the Agreement has been terminated pursuant to the Agreement. Upon termination as described in clause (a) of this paragraph, any amount remaining in the Acquisition Fund shall, first be applied to all reasonable fees and expenses incurred by the Escrow Agent, if applicable, in connection with its acting as Escrow Agent hereunder as evidenced by its statement forwarded to the Lessor and the Lessee; and, second be paid to the Lessor, to be applied by the Lessor on any Rental Payment Date to all or a portion of the Rental Payment due and owing in the succeeding twelve (12) months and any remaining amounts shall be applied by the Lessor as prepayment to the remaining principal balance owing under the Agreement in inverse order of Rental Payment Dates, unless the Lessor directs that payment of such amount be made in such other manner that, in the opinion of nationally recognized counsel in the area of tax-exempt municipal obligations satisfactory to the Lessor, will not adversely affect the exclusion of the interest components of Rental Payments from gross income for federal income tax purposes. If any such amount is applied against the outstanding principal components of Rental Payments, the Payment Schedule attached to the Agreement will be revised accordingly.

9. The Escrow Agent may at any time resign by giving at least 30 days' written notice to the Lessee and the Lessor, but such resignation will not take effect until the appointment of a successor Escrow Agent. The substitution of another bank or trust company to act as Escrow Agent under this Escrow Agreement may occur by written agreement of the Lessor and the Lessee. In addition, the Escrow Agent may be removed at any time, with or without cause, by an instrument in writing executed by the Lessor and the Lessee. In the event of any resignation or removal of the Escrow Agent, a successor Escrow Agent will be appointed by an instrument in writing executed by the Lessor and the Lessee. Such successor Escrow Agent will indicate its acceptance of such appointment by an instrument in writing delivered to the Lessor, the Lessee and the predecessor Escrow Agent. Thereupon such successor Escrow Agent will, without any further act or deed, be fully vested with all the trusts, powers, rights,

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duties and obligations of the Escrow Agent under this Escrow Agreement and the predecessor Escrow Agent will deliver all moneys and securities held by it under this Escrow Agreement to such successor Escrow Agent whereupon the duties and obligations of the predecessor Escrow Agent will cease and terminate. If a successor Escrow Agent has not been so appointed within 90 days of such resignation or removal, the Escrow Agent may petition a court of competent jurisdiction to have a successor Escrow Agent appointed.

10. Any corporation or association into which the Escrow Agent may be merged or converted or with or into which it may be consolidated, or to which it may sell or transfer its corporate trust business and assets as a whole or substantially as a whole, or any corporation or association resulting from any merger, conversion, sale, consolidation or transfer to which it is a party, will be and become successor Escrow Agent hereunder and will be vested with all the trusts, powers, rights, obligations, duties, remedies, immunities and privileges hereunder as was its predecessor, without the execution or filing of any instrument or any further act on the part of any of the parties hereto.

11. The Escrow Agent incurs no responsibility to make any disbursements pursuant to this Escrow Agreement except from funds held in the Acquisition Fund. The Escrow Agent makes no representations or warranties as to the title to any Personal Property listed in the Agreement or as to the performance of any obligations of the Lessor or the Lessee.

12. The Escrow Agent may act in reliance upon any writing or instrument or signature which it, in good faith, believes to be genuine, may assume the validity and accuracy of any statement or assertion contained in such a writing or instrument, and may assume that any person purporting to give any writing, notice, advice or instructions in connection with the provisions hereof has been duly authorized to do so. The Escrow Agent will not be liable in any manner for the sufficiency or correctness as to form, manner and execution, or validity of this Escrow Agreement other than its own execution thereof or any instrument deposited with it, nor as to the identity, authority or right of any person executing the same; and its duties hereunder will be limited to those specifically provided herein.

13. Unless the Escrow Agent is guilty of negligence or willful misconduct with regard to its duties hereunder, the Lessee, to the extent permitted by law, hereby agrees to indemnify the Escrow Agent and hold it harmless from any and all claims, liabilities, losses, actions, suits or proceedings at law or in equity, or any other expense, fees or charges of any character or nature, which it may incur or with which it may be threatened by reason of its acting as Escrow Agent under this Escrow Agreement; and in connection therewith, to indemnify the Escrow Agent against any and all expenses, including reasonable attorneys' fees and the cost of defending any action, suit or proceeding or resisting any claim.

14. The aggregate amount of the costs, fees, and expenses of the Escrow Agent in connection with the creation of the Acquisition Fund described in and created by this Escrow Agreement and in carrying out any of the duties, terms or provisions of this Escrow Agreement is a one-time fee in the amount of $1,500, to be paid by the Lessee concurrently with the execution and delivery of this Escrow Agreement, from proceeds of the Agreement.

Notwithstanding the preceding paragraph, the Escrow Agent will be entitled to reimbursement from the Lessee of reasonable out-of-pocket, legal or extraordinary expenses incurred in carrying out the duties, terms or provisions of this Escrow Agreement. Claims for such reimbursement may be made to the Lessee and in no event will such reimbursement be made from funds held by the Escrow Agent pursuant to this Escrow Agreement. The Escrow Agent agrees that it will not assert any lien whatsoever on any of the money or Qualified Investments on deposit in the Acquisition Fund for the payment of fees and expenses for services rendered by the Escrow Agent under this Escrow Agreement or otherwise.

15. If the Lessee, the Lessor or the Escrow Agent are in disagreement about the interpretation of the Agreement or this Escrow Agreement, or about the rights and obligations, or the propriety of any action contemplated by the Escrow Agent hereunder, the Escrow Agent may, but will not be required to, file an appropriate civil action to resolve the disagreement. The Escrow Agent will be indemnified by the Lessee, to the extent permitted by law, for all costs, including reasonable attorneys' fees and expenses, in connection with such civil action, and will be fully protected in suspending all or part of its activities under this Escrow Agreement until a final judgment in such action is received.

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16. The Escrow Agent may consult with counsel of its own choice and will have full and complete authorization and protection for any action or non-action taken by the Escrow Agent in accordance with the opinion of such counsel. The Escrow Agent will otherwise not be liable for any mistakes of facts or errors of judgment, or for any acts or omissions of any kind unless caused by its negligence or willful misconduct.

17. All notices hereunder shall be in writing, sent by certified mail, return receipt requested, or by mutually recognized overnight carrier addressed to the other party at its respective address shown on the signature page of this Escrow Agreement or at such other address as such party shall from time to time designate in writing to the other parties, and shall be effective on the date of receipt.

18. This Escrow Agreement will be governed by and construed in accordance with the laws of the state in which the Escrow Agent is located.

19. In the event any provision of this Escrow Agreement will be held invalid or unenforceable by any court of competent jurisdiction, such holding will not invalidate or render unenforceable any other provision hereof.

20. This Escrow Agreement may not be amended except by a written instrument executed by the Lessor, the Lessee and the Escrow Agent.

21. This Escrow Agreement may be executed in several counterparts, each of which so executed will be an original.

22. The parties agree that the transaction described herein may be conducted and related documents may be stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

[Remainder of Page Intentionally Left Blank.]

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IN WITNESS WHEREOF, the Lessor, the Lessee and the Escrow Agent have caused this Escrow Agreement to be executed by their duly authorized representatives.

FIRST SECURITY FINANCE, INC.

By: _____
Title: Vice President

Mailing Address: First Security Center
521 President Clinton Avenue, Suite 800
Little Rock, AR 72201

CITY OF DIBOLL, TEXAS

By: _____
Title: Mayor

Mailing Address: 400 Kenley Street
Diboll, TX 75941

BANK OZK, as Escrow Agent

By: _____
Title: Executive Vice President

Mailing Address: 18000 Cautrell Road
Little Rock, AR 72223

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EXHIBIT A

FORM OF PAYMENT REQUEST AND ACCEPTANCE CERTIFICATE

To: Bank OZK, as Escrow Agent
18000 Cautrell Road
Little Rock, AR 72223

Re: City of Diboll, Texas Acquisition Fund established by the Escrow Agreement, dated as of June 28, 2022 (the "Escrow Agreement"), among First Security Finance, Inc. (the "Lessor"), the City of Diboll, Texas (the "Lessee"), and Bank OZK, as escrow agent (the "Escrow Agent")

Ladies and Gentlemen:

Bank OZK (the "Escrow Agent"), as escrow agent under that certain Escrow Agreement dated June 28, 2022 (the "Escrow Agreement"), by and among the City of Diboll, Texas (the "Lessee"), First Security Finance, Inc. or its assigns (the "Lessor") and the Escrow Agent, is hereby requested to pay from the Acquisition Fund established and maintained thereunder, the amount set forth below to the named payee(s). The amount shown is due and payable under a purchase order, contract or invoice (or has been paid by and not previously reimbursed to the Lessee). The personal property and costs described below are (i) part or all of the Personal Property listed in that certain Public Property Finance Act Lease Purchase Agreement dated as of June 28, 2022 (the "Agreement"), between the Lessor and the Lessee, including payment of capitalized interest during the acquisition period, or (ii) costs incurred in entering into the Agreement:

DESCRIPTION OF COST PAID OR FINANCING COST	AMOUNT	PAYEE

The Lessee hereby certifies and represents to and agrees with the Lessor as follows with respect to the Personal Property described above: (i) the amount to be disbursed is not being paid in advance of the time, if any, fixed for any payment, and does not include any retained percentage entitled to be retained by the Lessee at this time; (ii) no amount requested to be disbursed was included in any payment request previously filed with the Escrow Agent for which payment was actually made by the Escrow Agent; (iii) the Lessee has made such investigation of such sources of information as are deemed necessary and is of the opinion that the applicable portion of the Personal Property and related work has been fully paid for, and no claim or claims exist against the Lessee or the Vendor out of which a lien based on furnishing labor or material exists or might arise; (iv) acquisition and installation of the applicable portion of the Personal Property for which payment is being requested has been completed in accordance with the terms and conditions of the Installation Contract dated as of June __, 2022 (the "Contract"), between the Lessee and Performance Services, Inc., and said applicable portion of the Personal Property is suitable and sufficient for the expected uses thereof, however, this statement is made without prejudice to any rights against third parties which exist at the date hereof or which may subsequently come into being; (v) the amount remaining in the Acquisition Fund will, after payment of the amount requested, be sufficient to pay the remaining costs of the Personal Property; (vi) a present need exists for such Personal Property which need is not temporary or expected to diminish in the near future; (vii) such Personal Property is essential to and will be used by the Lessee only for the purpose of performing one or more governmental functions of the Lessee consistent with the permissible scope of the Lessee's authority; (viii) the estimated useful life of such Personal Property based upon the manufacturer's representations and the Lessee's projected needs is not less than the term of the Agreement with respect to such Personal Property; (ix) the Lessee has conducted such inspection and/or testing of such Personal Property as it deems necessary and appropriate and hereby acknowledges that it accepts such Personal Property for all purposes as of the date of this Certificate; (x) such Personal Property is covered by insurance in the types and amounts required by the Agreement; (xi) no Event of Default, as such term is defined in the Agreement, or nonappropriation under the Agreement, and no event which with the giving of notice or lapse of time or both, would become an Event of

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Default or nonappropriation under the Agreement, has occurred and is continuing on the date hereof; and (xii) sufficient funds have been appropriated by the Lessee for the payment of all rental payments due under the Agreement during the Lessee's current fiscal year.

Based on the foregoing, the Lessor is hereby authorized and directed to fund the acquisition of the Personal Property set forth in the Agreement by paying, or causing to be paid, the manufacturer(s)/vendor(s), the Lessee or other payee(s) the amounts set forth on the attached invoices from the Acquisition Fund held under the Escrow Agreement in accordance with its terms.

The following documents are attached hereto and made a part hereof: (a) invoice(s) for costs being paid; (b) a current IRS Form W-9 for the payee (unless such IRS Form W-9 has been previously submitted to the Escrow Agent); and (c) lien waivers, if applicable.

IF REQUEST IS FOR REIMBURSEMENT, CHECK HERE ☐. The Lessee paid an invoice prior to the commencement date identified in the Agreement and is requesting reimbursement for such payment. A copy of evidence of such payment together with a copy of the Lessee's Declaration of Official Intent and other evidence required by the Lessor prior to the Lessor's approval hereof that the Lessee has satisfied the requirements for reimbursement set forth in Treas. Reg. 1.150 2 is hereby attached. The Lessor's approval hereof shall evidence that the Lessee has delivered to the Lessor such required documentation.

Date: _____, 20___.

CITY OF DIBOLL, TEXAS

By: _____
Title: _____

APPROVED FOR PAYMENT:

FIRST SECURITY FINANCE, as Lessor

By:_____
Title:_____

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EXHIBIT B

FINAL ACCEPTANCE CERTIFICATE

[THIS CERTIFICATE IS TO BE EXECUTED ONLY WHEN ALL PERSONAL PROPERTY HAS BEEN ACCEPTED]

The Lessee hereby certifies that (a) all of the Personal Property described in the Agreement has been received in good condition and has been installed in accordance with the Contract; (b) such Personal Property is accepted "AS-IS, WHERE-IS"; (c) the Lessee has inspected the Personal Property, and determined that it is in good working order and complies with all purchase orders, contracts and specifications; (d) the Lessee has fully and satisfactorily performed all covenants and conditions to be performed by it as of this date under the Agreement with regard to such Personal Property; (e) the Lessee waives any right to revoke its acceptance; and (f) the Personal Property is fully insured in accordance with Section 22 of the Agreement. This certificate is made without prejudice to any rights against third parties which may exist as of the date hereof or which may subsequently come into being.

Dated: _____, 20___.

CITY OF DIBOLL, TEXAS

By: _____

Title: _____

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FEDERAL TAX AGREEMENT

[Subject to revision after review of the Issuer's completed tax questionnaire.]

THIS FEDERAL TAX AGREEMENT (the "Tax Agreement"), is executed as of June 28, 2022, by the City of Diboll, Texas (the "Issuer"), for the benefit of First Security Finance, Inc. and its successors and assigns (the "Lessor"), and any firm of attorneys rendering an opinion on the exclusion from gross income for federal income tax purposes of the interest portion of rental payments payable under the Lease Agreement.

RECITALS

1. This Tax Agreement is being executed and delivered in connection with that certain Public Property Finance Act Lease Purchase Agreement dated as of June 28, 2022 (the "Lease Agreement"), entered into by and between the Issuer, as lessee, and the Lessor, as lessor.

2. The Internal Revenue Code of 1986, as amended from time to time, and the applicable Regulations (as defined herein), impose certain limitations on the uses and investment of the Lease Proceeds (as defined herein) and of certain other money relating to the Lease Agreement, and set forth the conditions under which the interest portion of rental payments payable under the Lease Agreement will be excluded from gross income for federal income tax purposes.

3. The Issuer is executing this Tax Agreement in order to set forth certain facts, covenants, representations, and expectations relating to the use of the Lease Proceeds and the property financed or refinanced with those proceeds and the investment of the Lease Proceeds and of certain other related money, in order to establish and maintain the exclusion of the interest portion of rental payments payable under the Lease Agreement from gross income for federal income tax purposes, and to provide guidance for complying with the arbitrage rebate provisions of Code § 148(f).

NOW, THEREFORE, in consideration of the foregoing and the mutual representations, covenants and agreements set forth in this Tax Agreement, the Issuer represents, covenants and agrees as follows:

Section 1. Definitions of Words and Terms. Except as otherwise provided in this Tax Agreement or unless the context otherwise requires, capitalized words and terms used in this Tax Agreement have the same meanings as set forth in the Lease Agreement, and certain other words and phrases have the meanings assigned in Code §§ 103, 141-150 and the Regulations. The following words and terms used in this Tax Agreement have the following meanings:

"**Annual Compliance Checklist**" means a checklist for the Lease Agreement designed to measure compliance with the requirements of this Tax Agreement after the Closing Date substantially in the form attached as **Exhibit D**.

"Benefitted Facilities" or **"Benefitted Facility"** means, as the context requires, all or any of the Issuer's buildings and facilities benefitted from the Project, comprising the Financed Assets as further described on **Exhibit C** to this Tax Agreement. The Benefitted Facilities are expected to include the facilities set on **Exhibit C** to this Tax Agreement.

"Closing Date" means June 28, 2022.

"Code" means the Internal Revenue Code of 1986, as amended from time to time.

"Compliance Officer" means the Finance Director of the Issuer or its designee.

"Financed Assets" and **"Financed Asset"** means, as the context requires, all or any portion of the Project financed with proceeds of the Lease Agreement, as described on **Exhibit C** hereto.

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"Investment" means any security, obligation, annuity contract or other investment-type property that is purchased directly with, or otherwise allocated to, Lease Proceeds. This term does not include a tax-exempt bond, except for "specified private activity bonds" as defined in Code § 57(a)(5)(C), but it does include the investment element of most interest rate caps.

"IRS" means the Internal Revenue Service.

"Lease Agreement" means the Public Property Finance Act Lease Purchase Agreement dated as of June 28, 2022, between the Issuer, as lessee, and the Lessor, as lessor, as amended from time to time.

"Lease Proceeds" means the gross proceeds of the Lease Agreement, which include (a) sale proceeds (any amounts actually or constructively received by the Issuer from the execution and delivery of the Lease Agreement, including amounts used to pay a discount or fees to the Lessor, but excluding pre-issuance accrued interest), (b) any amounts received from investing sale proceeds or transferred proceeds or other investment proceeds, (c) any amounts held in a sinking fund for the Lease Agreement, (d) any amounts held in a pledged fund or reserve fund for the Lease Agreement, and (e) any other replacement proceeds.

"Management or Service Agreement" means a legal agreement defined in Regulations § 1.141-3(b) as a management, service, or incentive payment contract with an entity that provides services involving all or a portion of any function of a Financed Asset or a Benefitted Facility, such as a contract to manage all or any portion of the Financed Assets or the Benefitted Facilities. However, contracts for services that are solely incidental to the primary governmental function of a Financed Asset or a Benefitted Facility (for example, contracts for janitorial, office equipment repair, billing or similar services); however, are not treated as Management or Service Agreements.

"Measurement Period" means the period beginning on the later of (i) the Closing Date or (ii) the date the property is placed in service and ending on the earlier of (A) the final maturity date of the Lease Agreement or (B) the expected economic useful life of the property.

"Non-Qualified Use" generally means any use of a Financed Asset or a Benefitted Facility in a trade or business carried on by any Non-Qualified User that is different in form or substance to the use made of a Financed Asset or a Benefitted Facility by any other member of the general public. Generally, ownership, a lease agreement or any other use that provides a Non-Qualified User a special legal right or entitlement to use a Financed Asset or a Benefitted Facility will constitute Non-Qualified Use.

"Non-Qualified User" means any person or entity other than the Issuer.

"Opinion of Special Tax Counsel" means the written opinion of Special Tax Counsel addressed to the Lessor to the effect that the proposed action or the failure to act will not adversely affect the exclusion of the interest portion of rental payments under the Lease Agreement from gross income for federal income tax purposes or an opinion describing additions, modifications or additional procedures required to preserve the interest portion of rental payments under the Lease Agreement from gross income for federal income tax purposes.

"Post-Issuance Tax Requirements" means those requirements related to the use of Lease Proceeds, the use of the Financed Assets and Benefitted Facilities, and the investment of Lease Proceeds after the Closing Date.

"Project" means all of the energy conservation measures acquired, installed, constructed, and equipped by the Issuer using Lease Proceeds and other money contributed by the Issuer, if any, as described on **Exhibit C**.

"Qualified Use Agreement" means any of the following:

(1) A lease or other short-term use by members of the general public who use the Project on a short-term basis in the ordinary course of the Issuer's governmental purposes.

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(2) Agreements with Qualified Users or Non-Qualified Users to use all or a portion of the Project for a period up to 200 days in length pursuant to an arrangement whereby (a) the use of the Project under the same or similar arrangements is predominantly by natural persons who are not engaged in a trade or business and (b) the compensation for the use is determined based on generally applicable, fair market value rates that are in effect at the time the agreement is entered into or renewed. Any Qualified User or Non-Qualified User using all or any portion of the Project under this type of arrangement may have a right of first refusal to renew the agreement at rates generally in effect at the time of the renewal.

(3) Agreements with Qualified Users or Non-Qualified Users to use all or a portion of the Project for a period up to 100 days in length pursuant to arrangements whereby (a) the use of the property by the person would be general public use but for the fact that generally applicable and uniformly applied rates are not reasonably available to natural persons not engaged in a trade or business, (b) the compensation for the use under the arrangement is determined based on applicable, fair market value rates that are in effect at the time the agreement is entered into or renewed, and (c) the Project was not constructed for a principal purpose of providing the property for use by that Qualified User or Non-Qualified User. Any Qualified User or Non-Qualified User using all or any portion of the Project under this type of arrangement may have a right of first refusal to renew the agreement at rates generally in effect at the time of the renewal.

(4) Agreements with Qualified Users or Non-Qualified Users to use all or a portion of the Project for a period up to 50 days in length pursuant to a negotiated arm's-length arrangement at fair market value so long as the Project was not constructed for a principal purpose of providing the property for use by that person.

"Qualified User" means a State, territory, possession of the United States, the District of Columbia, or any political subdivision thereof, or any instrumentality of such entity, but it does not include the United States or any agency or instrumentality of the United States.

"**Regulations**" means United States Treasury Regulations governing obligations the interest on which is excluded from gross income for federal income tax purposes under Code §§ 103 and 141-150.

"**Special Tax Counsel**" means Gilmore & Bell, P.C., Kansas City, Missouri, or other nationally recognized firm of bond counsel acceptable to the Lessor.

"State" means the State of Texas.

"Tax Compliance File" means documents and records for the Lease Agreement maintained by the Compliance Officer pursuant to this Tax Agreement.

"Yield" means the yield on the Lease Agreement, computed under Regulations § 1.148-4, and yield on an Investment, computed under Regulations § 1.148-5.

Section 2. Organization and Authority; General Representations.

(a) ***Authority.*** The Issuer (1) is a political subdivision organized and existing under the laws of the State, (2) has lawful power and authority to enter into, execute and deliver the Lease Agreement for the purposes set forth in the Lease Agreement and this Tax Agreement and to carry out its obligations under this Tax Agreement and under such documents, and (3) by all necessary action has been duly authorized to execute and deliver the Lease Agreement and this Tax Agreement, acting by and through its duly authorized officials.

(b) ***Tax-Exempt Status of Lease Agreement–General Representation and Covenants.*** In order to maintain the exclusion of the interest component of Rental Payments payable under the Lease Agreement from gross income for federal income tax purposes, the Issuer (1) will take whatever action, and refrain from whatever action, necessary to comply with the applicable requirements of the Code; (2) will not use or invest, or permit the use or

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investment of, any Lease Proceeds or other funds of either party in a manner that would violate applicable provisions of the Code; and (3) will not use, or permit the use of, any portion of the Financed Assets or any Benefitted Facilities, in a manner that would cause any portion of the Lease Agreement to become a "private activity bond" as defined in Code § 141.

Section 3. Purpose of the Lease Agreement; Reimbursement; Use of Lease Proceeds.

(a) *Purpose.* The Lease Agreement is being executed and delivered for the purpose of paying (i) costs of the Project, including payment of capitalized interest during the acquisition period thereof, and (ii) certain costs of issuance in connection with the execution and delivery of the Lease Agreement.

(b) *Reimbursement.* Reimbursement from proceeds of the Lease Agreement of expenditures paid prior to the Closing Date will satisfy the requirements of Regulations § 1.150-2. The list of expenditures to be reimbursed, if any, are set forth on **Exhibit C**.

(c) *Use of Lease Proceeds.* On the Closing Date, all proceeds of the Lease Agreement in the amount of $5,606,325 are expected to be deposited in the Acquisition Fund and used to pay costs of the Financed Assets, including payment of capitalized interest during the acquisition period thereof, and certain costs of issuance in connection with the execution and delivery of the Lease Agreement.

Section 4. Project Completion. The Issuer has incurred, or will incur within 6 months after the Closing Date, a substantial binding obligation to a third party to spend at least 5% of the Lease Proceeds on the Financed Assets. The completion of the Financed Assets and the allocation of the Lease Proceeds to expenditures will proceed with due diligence. At least 85% of the proceeds of the Lease Agreement will be allocated to expenditures on the Financed Assets within 3 years after the Closing Date.

Section 5. Funds or Accounts. The Acquisition Fund has been established under the Escrow Agreement with the Escrow Agent. Amounts held in the Acquisition Fund will be used to pay costs of the Project. No other funds or accounts have been established for the Lease Agreement to hold Lease Proceeds or other money that will be used to make rental payments under the Lease Agreement.

Section 6. Rebate and Yield Restriction.

(a) *Lessor's Certification of Issue Price.* The Lessor represents in the Issue Price Certificate dated as of the Closing Date that it is acquiring the Lease Agreement for the amount of $5,606,325 (the "Issue Price"), and that it presently intends to hold the Lease Agreement for its own account as an investment with no present intent to sell, assign or transfer the Agreement.

(b) *Lease Agreement Yield*. Based on the Issue Price, Special Tax Counsel has determined that the Yield on the Lease Agreement is ____%. The amortization schedule and calculation of the Yield on the Lease Agreement is attached to this Tax Agreement as **Exhibit A**. The Issuer has not entered into an interest rate swap agreement with respect to any portion of Lease Proceeds.

(c) *Lease Agreement Subject to the Rebate Requirement*. The Lease Agreement is subject to the arbitrage rebate requirements of Code § 148(f). Pursuant to the Escrow Agreement, investment of the Lease Agreement Proceeds is limited to placement in an interest-bearing demand deposit account. If the Yield on investments of the Acquisition Fund exceeds ____%, or if the Issuer establishes any sinking or reserve fund for the Lease Agreement, then the Issuer will contact Special Tax Counsel to seek advice regarding the need to calculate and pay arbitrage rebate.

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Section 7. Use of Financed Assets and Benefitted Facilities.

(a) *General*. The Project will be owned by the Issuer throughout the Measurement Period. Except as otherwise described in this **Section 6**, no portion of the buildings and facilities comprising the Project is expected to be used in a Non-Qualified Use during the Measurement Period. Unless the Issuer obtains an Opinion of Special Tax Counsel, the Issuer will not use, or permit the use of, the buildings and facilities comprising the Project in any other Non-Qualified Use.

(b) *Management of Service Agreements*. As of the Closing Date, the Issuer does not have any Management or Service Agreements with Non-Qualified Users that relate to the management or operation of any portion of the facilities comprising the Project. During the Measurement Period, the Issuer will not enter into or renew any Management or Service Agreement with any Non-Qualified User with respect to the management or operation of any portion of the facilities comprising the Project without first obtaining an Opinion of Special Tax Counsel.

(c) *Leases and Other Use Agreements*. As of the Closing Date, the Issuer does not have any leases or similar use agreements with Non-Qualified Users with respect to the facilities comprising the Project. During the Measurement Period, the Issuer will not enter into or renew any leases or similar use agreements with any Non-Qualified Users, other than Qualified Use Agreements, with respect to the facilities comprising the Project without first obtaining an Opinion of Special Tax Counsel.

(d) *Written Policies and Procedures of the Issuer*. The Issuer intends for this Tax Agreement to be its primary written policies and procedures for monitoring compliance with the Post-Issuance Tax Requirements for the Lease Agreement and to supplement any other formal policies and procedures related to the Post-Issuance Tax Requirements that the Issuer has established.

(e) *Compliance Officer*. The Issuer, when necessary to fulfill the Post-Issuance Tax Requirements, will, through the Compliance Officer, sign Form 8038-T in connection with the payment of arbitrage rebate or Yield reduction payments, participate in any federal income tax audit of the Lease Agreement or related proceedings under a voluntary compliance agreement procedures (VCAP) or undertake a remedial action procedure pursuant to Regulations § 1.141-12.

(f) *Annual Compliance Checklist*. Attached as **Exhibit D** is a form of Annual Compliance Checklist for the Lease Agreement. The Compliance Officer will prepare and complete an Annual Compliance Checklist for the Financed Assets and Benefitted Facilities at least annually. In the event the Annual Compliance Checklist identifies a deficiency in compliance with the requirements of this Tax Agreement, the Compliance Officer will obtain an Opinion of Special Tax Counsel and take actions to correct any deficiency.

Section 8. Recordkeeping. The Compliance Officer will maintain the Tax Compliance File for the Lease Agreement in accordance with this Tax Agreement. Unless otherwise specifically instructed in a written Opinion of Special Tax Counsel or to the extent otherwise provided in this Tax Agreement, the Compliance Officer shall retain records related to the Post-Issuance Tax Requirements until 3 years following the final maturity of (i) the Lease Agreement or (ii) any obligation issued to refund the Lease Agreement. Any records maintained electronically must comply with Section 4.01 of Revenue Procedure 97-22, which generally provides that an electronic storage system must (1) ensure an accurate and complete transfer of the hardcopy records which indexes, stores, preserves, retrieves and reproduces the electronic records, (2) include reasonable controls to ensure integrity, accuracy and reliability of the electronic storage system and to prevent unauthorized alteration or deterioration of electronic records, (3) exhibit a high degree of legibility and readability both electronically and in hardcopy, (4) provide support for other books and records of the Issuer, and (5) not be subject to any agreement that would limit the ability of the IRS to access and use the electronic storage system on the Issuer's premises.

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Section 9. Miscellaneous

(a) *Form 8038-G*. A copy of the completed and fully executed IRS Form 8038-G (Information Return for Tax-Exempt Governmental Obligations) is attached to this Tax Agreement as **Exhibit B**. The Form 8038-G was prepared by Special Tax Counsel based on representations and covenants by the Issuer contained in this Tax Agreement or otherwise made by the Issuer. The information contained on Form 8038-G is true, complete and correct to the knowledge of the undersigned, and the undersigned is authorized to sign the Form 8038-G on behalf of the Issuer and deliver it to Special Tax Counsel for filing with the IRS.

(b) *Single Issue*. No other debt obligations of the Issuer: (1) are being sold within 15 days of the execution and delivery of the Lease Agreement, (2) are being sold under the same plan of financing as the Lease Agreement, and (3) are expected to be paid from substantially the same source of funds as the Lease Agreement (disregarding guarantees from unrelated parties, such as bond insurance).

[**(c) *Bank Qualified Tax-Exempt Obligation.* The Issuer designates the Lease Agreement as a "qualified tax-exempt obligation" under Code § 265(b)(3), and with respect to this designation certifies as follows:

(1) The Issuer reasonably anticipate that the amount of tax-exempt obligations (other than private activity bonds that are not qualified 501(c)(3) bonds) that will be issued by or on behalf of the Issuer (and all subordinate entities of the Issuer) during the calendar year that the Lease Agreement is executed and delivered, including the Lease Agreement, will not exceed $10,000,000; and

(2) The Issuer (including all subordinate entities of the Issuer) will not issue tax-exempt obligations (other than private activity bonds that are not qualified 501(c)(3) bonds) during the calendar year that the Lease Agreement is executed and delivered, including the Lease Agreement, in an aggregate principal amount or aggregate issue price in excess of $10,000,000, without first obtaining an Opinion of Special Tax Counsel that the designation of the Lease Agreement as a "qualified tax-exempt obligation" will not be adversely affected.**]

(d) *No Federal Guaranty*. The payment of rental payments under the Lease Agreement are not, and the Issuer will not permit the payment of rental payments under the Lease Agreement to be, directly or indirectly guaranteed by the United States of America or any agency thereof.

(e) *Hedge Bonds.* The Issuer reasonably expects that at least 85% of the net sale proceeds (the sale proceeds of the Lease Agreement less any sale proceeds invested in a reserve fund) of the Lease Agreement will be used to carry out the governmental purpose of the Lease Agreement within 3 years after the Closing Date, and not more than 50% of the proceeds of the Lease Agreement will be invested in Investments having a substantially guaranteed Yield for 4 years or more.

(f) *Registration Requirement; Record Owner*. The Issuer will maintain or cause to be maintained a record of the owner(s) of the Lease Agreement and the person/entity entitled to the receipt of the interest portions of rental payments under the Lease Agreement. Transfer of ownership of the Lease Agreement is effective only if entered in these records.

(g) *Reliance*. The Issuer understands that its certifications will be relied upon by the law firm of Gilmore & Bell, P.C., in rendering its opinion as to the validity of the Lease Agreement and the exclusion from federal gross income of the interest portion of payments payable by the Issuer under the Lease Agreement.

(h) *Enforceability*. If any provision in this Tax Agreement or in the Lease Agreement is determined to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions will not be affected or impaired.

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(i) *Electronic Transactions*. The transaction described in this Tax Agreement may be conducted, and related documents may be stored, by electronic means.

IN WITNESS WHEREOF, the undersigned, by execution of this Tax Agreement, hereby makes the foregoing certifications, representations, and agreements contained in this Tax Agreement on behalf of the Issuer.

CITY OF DIBOLL, TEXAS

By: _____
Trey Wilkerson, Mayor

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EXHIBIT A

AMORTIZATION SCHEDULE AND CALCULATION OF WEIGHTED AVERAGE MATURITY AND YIELD ON THE LEASE AGREEMENT

[To be prepared by Gilmore & Bell.]

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EXHIBIT B

IRS FORM 8038-G

[Post Closing Item -- To be prepared and filed by Gilmore & Bell.]

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EXHIBIT C

DESCRIPTION OF PERSONAL PROPERTY EXPECTED TO COMPRISE FINANCED ASSETS AND BENEFITTED FACILITIES

Description of Financed Assets:

The Financed Assets consists of all Personal Property acquired and installed in connection with the energy savings improvements as set forth in the Installation Contract dated as of June __, 2022, between the Issuer and Performance Services, Inc., including (a) heating, ventilation and air conditioning upgrades, LED lighting, building automation system upgrades and siding and roof upgrades at certain of Lessee's facilities, and (b) replacement of water meters and related infrastructure at various locations throughout the City of Diboll, Texas, and other areas served by the City of Diboll, Texas water department.

The estimated average economic life of the Financed Assets is not less than 21 years, and the Issuer expects the Financed Assets to be placed in service in 2023.

Sources and Uses of Funds:

The overall financing sources and uses of the Lease Agreement are expected to be as follows:

Source:

Lease Agreement Proceeds	$5,606,325.00
Total Sources:	$5,606,325.00

Uses:

Acquisition and Installation of Financed Assets	$5,398,985.70
Payment of Capitalized Interest during acquisition period	190,839.30
Costs of Issuance	16,500.00
Total Uses:	$5,606,325.00

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EXHIBIT D

SAMPLE ANNUAL COMPLIANCE CHECKLIST

Name of tax-exempt obligation ("Lease Agreement") financing the Financed Assets:	This Annual Compliance Checklist is designed to cover that certain Public Property Finance Act Lease Purchase Agreement (the "Lease Agreement") dated as of June 28, 2022, entered into by and between the City of Diboll, Texas, as lessee, and First Security Finance, Inc., as lessor
Placed in service date of Financed Assets:	
Benefitted Facilities:	
Name of Compliance Officer:	
Period covered by request ("Annual Period"):	

Item	Question	Response
1 Ownership	For federal income tax purposes, were all of the Financed Assets and Benefitted Facilities owned by the Issuer for federal tax purposes during the entire Annual Period?	☐ Yes ☐ No
	If answer above was "No," was an Opinion of Special Tax Counsel obtained prior to the transfer? If Yes, include a copy of the Opinion in the Tax Compliance File. If No, contact Special Tax Counsel and include description of resolution in the Tax Compliance File.	☐ Yes ☐ No
2 Use of the Financed Assets and the Benefitted Facilities	During the Annual Period, was any Financed Asset or Benefitted Facility used by a Non-Qualified User pursuant to a lease agreement or similar use agreement or arrangement, management or service agreement or any other agreement granting the Non-Qualified User special legal rights to use any Financed Asset or Benefitted Facility?	☐ Yes ☐ No
	If answer above was "Yes," was an Opinion of Special Tax Counsel obtained prior to entering into the arrangement? If Yes, include a copy of the Opinion in the Tax Compliance File. If No, contact Special Tax Counsel and include description of resolution in the Tax Compliance File.	☐ Yes ☐ No
3 Arbitrage & Rebate	1. Were the proceeds of the Lease Agreement spent in accordance with the following schedule? (a) at least 15% within 6 months from the Closing Date; (b) at least 60% within 12 months from the Closing Date; and (c) 100% within 18 months from the Closing Date. 2. Has the Issuer established a fund or account to make rental payments under the Lease Agreement or has the Issuer established a segregated portion of investments in an account to make rental payments under the Lease Agreement?	☐ Yes ☐ No ☐ Yes ☐ No
	If the answer to question 1 above is "No," or the answer to question 2 above was "Yes," contact Special Tax Counsel to determine if an arbitrage rebate or yield restriction calculation must be completed. Include a description of Special Tax Counsel's advice in the Tax Compliance File. If an arbitrage rebate or yield restriction calculation is prepared, include a copy of the report in the Tax Compliance File.	

By: _____
Compliance Officer

Date Completed: _____

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LESSEE'S CLOSING CERTIFICATE

Re: Public Property Finance Act Lease Purchase Agreement dated as of June 28, 2022 (the "Agreement"), between First Security Finance, Inc., as lessor (the "Lessor"), and the City of Diboll, Texas, as lessee (the "Lessee")

We, the undersigned, the duly appointed, qualified and acting Mayor and City Secretary, respectively, of the City of Diboll, Texas (the "Lessee"), do hereby certify as follows:

Section 1. The Lessee did, at a meeting of the governing body of the Lessee held June 21, 2022, by motion duly made, seconded and carried, in accordance with all requirements of law, approve and authorize the execution and delivery of (a) the Installation Contract between the Lessee and Performance Services, Inc (the "Contract"), and (b) the above-referenced Agreement and related escrow agreement and tax agreement on the Lessee's behalf by the following named representative of the Lessee:

Trey Wilkerson	Mayor	
Printed Name	Title	Signature

[This signature line to be signed by person who executed the Contract and the Agreement and related escrow agreement and tax agreement on behalf of the Lessee.]

Section 2. The above-named representative of the Lessee held at the time of such authorization and holds at the present time the office designated above and the signature set forth opposite his or her name is the true and correct specimen of his or her genuine signature.

Section 3. At the meeting described in Section 1 above, the representative of the Lessee named above and the officers or employees of the Lessee from time to time holding the offices or titles set forth below were designated as authorized representatives of the Lessee for the Contract and the Agreement and related escrow agreement and tax agreement (any of them acting alone), and each of the persons listed below is the current holder of the office or title indicated and the signature set forth opposite name of each of them is the true and correct specimen of his or her genuine signature:

Title	Printed Name	Signature
_____	_____	_____
_____	_____	_____
_____	_____	_____

Section 4. The representatives of the Lessee who signed the resolution held at the time of such authorization and hold at the present time the office designated in the resolution.

Section 5. The meeting of the governing body of the Lessee at which the resolution was adopted and the Contract and the Agreement and related escrow agreement and tax agreement were approved and authorized to be executed was duly called, regularly convened and attended by the requisite majority of the members thereof or by other appropriate official approval, and the actions approving the Contract and the Agreement and related escrow agreement and tax agreement and authorizing the execution thereof have not been altered or rescinded. *Attached hereto is a true and correct copy of the resolution or other documents constituting such official actions.*

Section 6. No event or condition that constitutes, or with the giving of notice or the lapse of time or both would constitute, an Event of Default (as such term is defined in the Agreement) exists at the date hereof.

Section 7. All insurance required in accordance with the Agreement is currently maintained by the Lessee.

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Section 8. There is no proceeding pending or threatened in any court or before any governmental authority or arbitration board or tribunal that, if adversely determined, would adversely affect the transactions contemplated by the Agreement or the interest of the Lessor or its assigns, as the case may be, in the Personal Property (as defined in the Agreement).

Section 9. The Personal Property (as defined in the Agreement) has not been the subject of a referendum that failed to receive the approval of the voters of the Lessee within the preceding four years.

Section 10. The correct billing address for payments under the Agreement is as follows:

City of Diboll, Texas
400 Kenley Street
Diboll, Texas, 75941
Attention: Finance Director

Date: June 28, 2022.

CITY OF DIBOLL, TEXAS

By: _____
Trey Wilkerson, Mayor

By: _____
Rosa Olvera, City Secretary

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ATTACHMENT TO
LESSEE'S CLOSING CERTIFICATE

EVIDENCE OF AUTHORIZATION
(per Section 5)

[Please provide signed copy of authorizing resolution to Lessor prior to Closing Date.]

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ESSENTIAL USE CERTIFICATE

June 28, 2022

First Security Finance, Inc.
First Security Center
521 President Clinton Ave., Ste. 800
Little Rock, AR 72201

Re: Public Property Finance Act Lease Purchase Agreement dated as of June 28, 2022, between the City of Diboll, Texas, as lessee ("Lessee"), and First Security Finance, Inc., as lessor ("Lessor") (the "Agreement")

Ladies and Gentlemen:

I, Trey Wilkerson, a duly elected, appointed, or designated representative of the City of Diboll, Texas ("Lessee"), am qualified to answer the questions set forth below regarding the Personal Property to be acquired by Lessee in connection with the above-referenced Agreement:

1. *What is the specific use of the Personal Property?*

---

2. *What increased capabilities will the Personal Property provide?*

---

3. *Why is the Personal Property essential to your ability to deliver governmental services?*

---

4. *Does the Personal Property replace existing personal property?*
(If so, please explain why you are replacing the existing personal property)

---

5. *Why did you choose this specific Personal Property?*

---

6. *For how many years do you expect to utilize the Personal Property?*

---

7. *What revenue source will be utilized to make Rental Payments due under the Agreement?*

Very truly yours,

CITY OF DIBOLL, TEXAS

By: _____
Trey Wilkerson, Mayor

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OPINION OF LESSEE'S COUNSEL
(Please furnish on letterhead.)

June 28, 2022

First Security Finance, Inc.
First Security Center
521 President Clinton Ave., Ste. 800
Little Rock, AR 72201

Re: Public Property Finance Act Lease Purchase Agreement dated as of June 28, 2022 (the "Agreement"), between First Security Finance, Inc., as lessor (the "Lessor"), and the City of Diboll, Texas, as lessee (the "Lessee")

Ladies and Gentlemen:

As legal counsel to the Lessee, I have examined (a) an executed counterpart of the above-referenced Agreement which, among other things, provide financing for the purchase by the Lessee of the Personal Property described therein, (b) an executed counterpart of the Escrow Agreement, dated as of June 28, 2022 (the "Escrow Agreement"), among the Lessor, the Lessee and Bank OZK, as escrow agent, (c) an executed copy of the Lessee's Federal Tax Agreement, dated the date hereof (the "Tax Agreement"), (d) an executed counterpart of the Installation Contract dated as of June __, 2022, between Lessee and Performance Services, Inc. (the "Contract"), (e) an executed copy of the resolution of the Lessee which, among other things, authorizes the Lessee to execute the Agreement, the Escrow Agreement, the Tax Agreement and the Contract (collectively, the "Lessee Documents"), and (f) such other opinions, documents and matters of law as I have deemed necessary in connection with the following opinions.

Based on the foregoing, I am of the following opinions:

1. The Lessee is a public body corporate and politic, duly organized and existing under the laws of the State of Texas, and has a substantial amount of one or more of the following sovereign powers: (a) the power to tax, (b) the power of eminent domain, and (c) police power.

2. The Lessee has the requisite power and authority to purchase the Personal Property and to execute and deliver the Lessee Documents and to perform its obligations thereunder.

3. The Lessee Documents and the other documents either attached thereto or required therein have been duly authorized, approved and executed by and on behalf of the Lessee, and the Lessee Documents are valid and binding obligations of the Lessee enforceable in accordance with their respective terms.

4. The authorization, approval and execution of the Lessee Documents and all other proceedings of the Lessee relating to the transactions contemplated thereby have been performed in accordance with all open meeting laws, public bidding laws and all other applicable state and federal laws, including without limitation **[Note to Counsel: reference applicable Texas Energy Savings Statute]**.

5. There is no proceeding pending or threatened in any court or before any governmental authority or arbitration board or tribunal that, if adversely determined, would adversely affect the transactions contemplated by the Lessee Documents or the security interest of the Lessor or its assigns, as the case may be, in the Personal Property.

6. The Personal Property constitutes personal property and when subjected to use by the Lessee will not be or become a fixture under applicable law.

7. The authorization, execution, delivery and performance of the Lessee Documents by the Lessee do not require submission to, approval of, or other action by any governmental authority or agency which action has not been taken and is final and non-appealable.

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All capitalized terms herein will have the same meanings as in the Agreement. The Lessor, its successors and assigns and any counsel rendering an opinion on the exclusion of the interest components of Rental Payments from gross income for purposes of federal income taxation are entitled to rely on this opinion.

Very truly yours,

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LESSOR'S ISSUE PRICE CERTIFICATE AND OPINION OF SPECIAL COUNSEL TO LESSOR

[To be prepared by Gilmore & Bell.]

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INSTALLATION CONTRACT; VENDOR'S THIRD PARTY REVIEW LETTER.

[Please provide signed copies of contract and Vendor's third party review letter to Lessor prior to Closing Date.]

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EVIDENCE OF INSURANCE

INSURANCE CERTIFICATES (PROPERTY, LIABILITY AND WORKERS' COMPENSATION) COMPLYING WITH THE PROVISIONS OF SECTION 22 OF THE AGREEMENT TO BE PROVIDED BY LESSEE, WITH THE FOLLOWING PARTY SHOWN AS LOSS PAYEE AND ADDITIONAL INSURED WITH RESPECT TO PROPERTY INSURANCE, AND SHOWN AS ADDITIONAL INSURED WITH RESPECT TO LIABILITY INSURANCE:

First Security Finance, Inc. and its successors and assigns
First Security Center
521 President Clinton Avenue, Suite 800
Little Rock, AR 72201

[To be provided by Lessee prior to disbursement of money from the Acquisition Fund for payment of costs of the Personal Property.]

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PAYMENT AND PERFORMANCE BONDS

PAYMENT AND PERFORMANCE BONDS RESPECTING THE PERSONAL PROPERTY, INCLUDING DUAL OBLIGEE RIDER SHOWING THE FOLLOWING PARTY AS AN ADDITIONAL OBLIGEE:

First Security Finance, Inc. and its successors and assigns
First Security Center
521 President Clinton Avenue, Suite 800
Little Rock, AR 72201

[To be provided by Vendor prior to disbursement of money from the Acquisition Fund for payment of costs of the Personal Property.]

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UCC SEARCH RESULTS AND UCC-1 FINANCING STATEMENT

[To be ordered, prepared and filed by Gilmore & Bell.]

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LESSEE'S FORM W-9

[Please provide signed W9 to Lessor.]

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TEXAS ETHICS COMMISSION FORM 1295 FILINGS

A. Respecting the Installation Contract (filed by the Vendor).
B. Respecting the Public Property Finance Act Lease Purchase Agreement (filed by the Lessor).

[To Come.]

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FUNDING MEMORANDUM

[To be prepared by Lessor.]

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FEDERAL TAX DUE DILIGENCE QUESTIONNAIRE
(the "Questionnaire")

$5,606,325
PUBLIC PROPERTY FINANCE ACT LEASE PURCHASE AGREEMENT
DATED AS OF JUNE 28, 2022, BETWEEN
FIRST SECURITY FINANCE, INC., AS LESSOR, AND THE
CITY OF DIBOLL, TEXAS, AS LESSEE
(the "Agreement")

Name of Lessee:	**City of Diboll, Texas**
Address of Lessee:	**400 Kenley St., Diboll, Texas 75941**
Contact Person:	**Sam Durham, Finance Director**
Telephone number:	**(936) 829-4757**
Email address:	**sdurham@cityofdiboll.com**
Lessee's Federal Employer Identification No.:	75-1104344

Check one of the following:

X **The proceeds of the Agreement will finance only new projects**

____ **The proceeds of the Agreement will refinance existing projects**

____ **The proceeds of the Agreement will finance new projects and refinance existing projects.**

The Internal Revenue Code and the U.S. Department of Treasury Regulations require issuers of tax-exempt obligations to identify how the proceeds of the Agreement are expected to be spent and how the property that is to be financed with proceeds of the Agreement is expected to be used. For purposes of this Questionnaire, all of the property comprising the project all or a portion of which will be financed with proceeds of the Agreement is referred to as the "Financed Assets".

Part 1 – Description of the Financed Assets

As a part of our tax due diligence, we will need the Lessee or the Vendor to provide us with certain information about the Personal Property and the buildings and facilities at which the Personal Property will be installed (the "Benefitted Facilities"), including estimated useful life of each component (including cost breakdowns by type) and year placed in service. After we receive that information, we will prepare a description of the Financed Assets to be attached to the Lessee's Federal Tax Agreement.

Part 2 – Uses of the Financed Assets

The following questions relate to how the Financed Assets and the Benefitted Facilities are or are expected to be used. Please review each question and mark the appropriate answer and/or provide the data requested with respect to the uses of the Financed Assets and the Benefitted Facilities. If you are uncertain regarding the meaning of any question or whether a particular arrangement related to the Financed Assets is covered by the scope of a question, please contact Special Tax Counsel to discuss.

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1. **Management Agreement**. Is there or is there expected to be a contract with a Non-Qualified User (i.e., a private company, 501(c)(3) organization, the federal government or any agency of the federal government) to operate, manage, or provide services for any portion of the Financed Assets or the Benefitted Facilities?

(**Do not** include contracts for services incidental to the management of the improvements, such as janitorial, office equipment repair, billing or similar services.)

☐ YES ☒ NO

If yes, please include a copy of the service or management agreement(s) or information regarding the planned service or management agreement(s) in your response to this Questionnaire.

2. **Leases.** Are there or are there expected to be any lease or other use agreements, either short-term or long-term, that provide a Non-Qualified User (as defined in Question 1 above) legal rights to use any portion of the Financed Assets or the Benefitted Facilities?

☐ YES ☒ NO

If yes, please include a copy of the lease agreement(s) or information regarding the planned lease agreement(s) in your response to this Questionnaire.

Part 3 – Reimbursement of Prior Expenditures

1. **Reimbursement for Costs Already Paid.** Will any of the Agreement proceeds be used to reimburse the Lessee for project costs paid prior to the closing date for the Agreement?

☐ YES ☒ NO

If "Yes", please attach the following: (A) a copy of the Lessee's resolution or similar documentation indicating the Lessee's official intent to be reimbursed for project expenditures from proceeds of a tax-exempt financing; and (B) a listing of all expenditures incurred to date for which the Lessee would like to be reimbursed from Agreement proceeds. This list should include the following: (1) date the expenditure was paid; (2) vendor paid; (3) amount paid; and (4) purpose of payment.

Part 4 - Bank Qualification

1. Other than the Agreement, does the Lessee (or any subordinate entities, such as a financing public corporation) reasonably expect to issue any other tax-exempt obligations (including any tax-exempt lease-purchase financings) in this calendar year?

☐ YES ☒ NO

2. If the answer to Question 1 above is "Yes," does the Lessee reasonably expect to issue more than $10,000,000 of tax-exempt obligations (including the Agreement and any tax-exempt lease purchase financings) in this calendar year (excluding private activity bonds that are not qualified 501(c)(3) bonds)?

☐ YES ☒ NO

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Part 5- Written Tax Compliance Procedures

1. **Written Tax Compliance Procedures to Monitor Use of Assets.** Has the Lessee established written procedures to monitor compliance with the federal tax restrictions for the term of the Agreement? The written procedures should identify a particular individual within the Lessee's organization responsible for monitoring compliance with the federal tax requirements related to use of the financed assets and describe actions to be taken in the event failure to comply with federal tax restrictions is contemplated or discovered. Further information regarding the IRS announcements regarding post-issuance tax compliance and sample written post-issuance tax compliance procedures, are available at www.gilmorebell.com, and click on the "Resources" header. Attached to this questionnaire is a posting found on the IRS's webpage describing the purpose of written compliance proceedings and the minimum requirements a written procedure should cover. If the Lessee has not already adopted written post-issuance compliance procedures that satisfy the six minimum requirements, we are happy to assist with preparing and adopting post-issuance tax compliance procedures.

☐ **YES** ☐ **NO**

If "Yes," please attach a copy of the established written compliance procedures.

2. **Written Tax Compliance Procedures to Monitor Yield on Investment of Agreement Proceeds.** Has the Lessee established written compliance procedures to monitor the yield on the investment of proceeds of the Agreement on deposit in an escrow account or similar fund prior to being spent and to ensure that any positive arbitrage rebate earned is paid to the United States?

☐ **YES** ☐ **NO**

If "Yes," please attach a copy of the established written compliance procedures.

If you have questions concerning the information we have requested, contact Gilmore & Bell, P.C. as follows:

Jason Schurke
(816) 218-7528
jschurke@gilmorebell.com

Dated: June 21, 2022.

CITY OF DIBOLL, TEXAS

By: Sam Durham
Name: Sam Durham
Title: Finance Director

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IRS

Tax Exempt Bond Topics

- About TEB
- TEB Forms & Pubs
- IRM
- TEB Newsletters
- VCAP
- TEB Tax Stats
- TEB Questionnaires
- Taxpayer Bill of Rights
- Tax Exempt Bonds Home

TEB Post-Issuance Compliance: Some Basic Concepts

Tax Exempt Bonds (TEB) focuses on providing participants in the municipal bond industry with quality service to assist issuers and conduit borrowers in understanding their tax responsibilities. As part of that service, TEB is providing the following basic information for issuers of tax-advantaged bonds with respect to their post-issuance compliance requirements. Issuers may use this basic information to establish due diligence practices to monitor tax compliance throughout the period that their bonds are outstanding. However, issuers may not cite this basic information as an authoritative source. TEB recommends that issuers review this basic information in consultation with their counsel.

Generally

Tax-advantaged bonds (tax-exempt, tax credit, and direct pay) are bonds that receive preferential tax treatment. These bonds, issued by or on behalf of state and local governments, are subject to applicable federal tax requirements both at the time of issuance and for so long as the bonds remain outstanding. An issuer or other party's failure to comply with any applicable federal tax requirement with respect to tax-advantaged bonds jeopardizes the preferential tax status of those bonds.

Compliance with certain applicable federal tax requirements normally occurs at the closing of the bond transaction, while other federal tax requirements require on-going monitoring after the issuance of the bonds. Issuance related requirements include filing a Form 8038 series information return (8038, 8038-G, 8038-GC, 8038-B, or 8038-TC) and the issuer having reasonable expectations of on-going post-issuance compliance. Additional issuance related requirements might include volume cap allocation limits and public approval of the bond issue.

Post-issuance federal tax requirements generally fall into two categories: (1) qualified use of proceeds and financed property; and (2) arbitrage yield restriction and rebate. Qualified use requirements require monitoring of the various direct and indirect uses of bond-financed property over the life of the bonds and calculations of the percentage of nonqualified uses. Arbitrage requirements also require monitoring over the life of the bonds to determine whether both the yield on investments acquired with bond proceeds are properly restricted and whether the issuer must file Form 8038-T to pay a yield reduction payment and/or rebate payment.

Some federal tax requirements that are generally issuance related might require some level of post-issuance due diligence monitoring. For example, adjustments to the determination of issue price for federal tax purposes can affect compliance with volume cap allocation, arbitrage yield restriction, and other federal tax requirements. Similarly, some level of post-issuance monitoring may be required to determine compliance with the issuance costs limitations applicable to qualified private activity bonds.

Importance of Post-Issuance Compliance

The on-going nature of post-issuance compliance requirements applicable to tax-advantaged bonds requires issuers to actively monitor compliance throughout the entire period their bonds remain outstanding. This due diligence will significantly improve the issuer's ability to identify noncompliance and prevent violations from occurring, or timely correct identified violations (when prevention is not possible), to ensure the continued tax-advantaged status of the bonds.

Written Procedures for Monitoring Compliance

Issuers should adopt written procedures, applicable to all bond issues, which go beyond reliance on tax certificates included in bond documents provided at closing. Sole reliance on the closing bond documents may result in procedures insufficiently detailed or not incorporated into an issuer's operations. Written procedures should contain certain key characteristics, including making provision for:

- Due diligence review at regular intervals;
- Identifying the official or employee responsible for review;
- Training of the responsible official/employee;
- Retention of adequate records to substantiate compliance (e.g., records relating to expenditure of proceeds);
- Procedures reasonably expected to timely identify noncompliance; and
- Procedures ensuring that the issuer will take steps to timely correct noncompliance.

The goal of establishing and following written procedures is to identify and resolve noncompliance, on a timely basis, to preserve the preferential status of tax-advantaged bonds. Generally, an issuer that has established and followed comprehensive written procedures to promote post-issuance compliance is less likely, than an issuer that does not have such procedures, to violate the federal tax requirements related to its bonds.

How Does the IRS Promote Post-Issuance Compliance?

TEB administers a Voluntary Closing Agreement Program (TEB VCAP) to assist issuers in resolving federal tax violations related to their bonds as described in Notice 2008-31 and IRM section 7.2.3.

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Generally, an issuer will receive more favorable resolution terms under TEB VCAP than for the same tax violation discovered during an examination of the bonds. In addition, an issuer that identifies a violation in accordance with the implementation of its written post-issuance compliance procedures can generally expect to receive more favorable treatment in resolving its tax violation under TEB VCAP than if the issuer has not implemented such procedures.

TEB uses compliance check questionnaires to evaluate compliance trends and practices issuers use to monitor compliance with federal tax requirements. For example, in May 2011 TEB initiated a questionnaire project on advance refundings. Generally, the design of the questionnaires is to gather information from a segment of the municipal bond market. While these questionnaires are not examinations of specific bond issues, the data collected allows TEB to develop new voluntary compliance and education programs as well as to identify future compliance projects.

Issuers of tax-advantaged bonds are required to file a Form 8038 series information return. All Form 8038 series returns include questions regarding whether the issuer has established written procedures to timely identify and correct violations and to ensure compliance with the arbitrage yield restriction and rebate requirements.

The Advisory Committee on Tax Exempt and Government Entities (ACT) issued several reports related to post-issuance compliance. Specific ACT recommendations on post-issuance compliance procedures are included in an exhibit to its June 2007 report.

Page Last Reviewed or Updated: 16-Apr-2014

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MINUTES OF THE GOVERNING BODY OF THE CITY OF DIBOLL, TEXAS SPECIAL CALLED MEETING ON WEDNESDAY, JUNE 21, 2022, AT 5:15 P.M., IN THE DIBOLL CITY HALL CHAMBERS.

COUNCIL PRESENT

Mayor Trey Wilkerson, Mayor Pro Tem Daniel Lopez, Councilmembers Benita Sheffield Duffield, Brian Moreno, Ray Williams, Jr., Luis Maldonado, and Ruben Terrazas.

COUNCIL ABSENT

NONE

STAFF PRESENT

City Manager Jason A. Arnold, City Secretary Rosa Olvera, Finance Director Sam Durham and Code Compliance Official Tino Lopez.

Call to Order: Mayor Trey Wilkerson called the meeting to order at 5:15p.m.

Mayor Wilkerson gave the invocation, then led the Pledge of Allegiance which was recited by those in attendance.

CITIZENS PRESENTATION: (Limited to 3 minutes)
This item provides the opportunity to address the City Council on any matter whether or not it is posted on the agenda. However, in accordance with the Texas Open Meetings Act, Section 551.041, the Council cannot discuss, deliberate, or take any action on matters not listed on the agenda. At this time, the Council will receive citizen comments, and if necessary, may refer the matter to City staff for research, resolution, or referral to Council on a future agenda.

None

Item #1: Consideration and possible action to approve the Guaranteed Energy Savings Performance Contract with Performance Services Inc. (PSI) in accordance with Texas Local Government Code 302.001 and TIPS Contract number 170103.

PSI Team was present to give presentation and answer any questions.
Brian Moreno made a motion to approve and Luis Maldonado second.
All in Favor, none opposed, motion carries.

Adjournment

Mayor Wilkerson called to adjourn at 6:09 p.m.

Minutes of the May 18, 2022 Special Called Meeting approved by council on this the 12th day of July, 2022

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Trey Wilkerson, Mayor

ATTEST BY:

Rosa M. Olvera, City Secretary

STATE OF TEXAS §
ANGELINA COUNTY §
CITY OF DIBOLL §

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NOTICE OF MEETING
OF THE
CITY OF DIBOLL CITY COUNCIL

The City Council will meet in a regular session meeting in the City Hall Council Chambers, located at 400 Kenley, Diboll, Texas, on Tuesday, July 12, 2022, at 5:15p.m.

Call to Order

Invocation

Pledge of Allegiance

CITIZENS PRESENTATION: (Limited to 3 minutes)
This item provides the opportunity to address the City Council on any matter whether or not it is posted on the agenda. However, in accordance with the Texas Open Meetings Act, Section 551.041, the Council cannot discuss, deliberate, or take any action on matters not listed on the agenda. At this time, the Council will receive citizen comments, and if necessary, may refer the matter to City staff for research, resolution, or referral to Council on a future agenda.

Item #1: CONSENT AGENDA: All matters listed under Consent Agenda are considered to be routine by the City Council and will be enacted by one motion. There will not be separate discussion. If discussion is desired, that item will be removed from the consent agenda and will be considered separately. Consider approval of the following reports:

a. Minutes from June 14, 2022, Regular Session Meeting
b. Minutes from June 21, 2022 City Council Special Called Meeting
c. Financial Statement for June 2022
d. 12-Month Attendance Record for June 2022

Item #2: PUBLIC HEARNG for Item 3

Item #3: Discuss and consider taking action to consider recommending a Special Use Permit be granted for 504 Burke Street, Diboll, Texas 75941, requesting permission to operate as a barbershop, as recommended by the Planning and Zoning Commission.

Item #4: Auditor Presentation: Annual presentation of Audited Financials for the 2020-2021 fiscal year, by Louis Breedlove, Senior Audit Manager with BrooksWatson & Co. PLLC..

Item #5: DEPARTMENT HEAD REPORTS

a. Fire Department Report
b. Police Department Report
c. Public Works Report
d. Finance & Court
e. City Manager Report

Adjournment

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Note: Mayor and Council Reports on Items of Community Interest- Pursuant to Texas Government Code Section 551.0415 the City Council may report on the following items (1) expression of thanks, congratulations, or condolences; (2) information about holiday schedules; (3) recognition of individuals; (4) reminders about upcoming City Council events; (5) information about community events; (6) announcements involving imminent threat to public health and safety.

I certify that this Notice of Meeting was posted in a glass-enclosed case in front of City Hall at 400 Kenley Street, Diboll, Texas, and available for viewing by the public prior to 5:15 p.m. on July 8, 2022, as well as at the City's website.

Rosa M. Olvera - City Secretary
Posted: 7/8/2022



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MINUTES OF THE GOVERNING BODY OF THE CITY OF DIBOLL, TEXAS REGULAR SESSION MEETING ON TUESDAY, JUNE 14, 2022, AT 5:15 P.M., IN THE DIBOLL CITY HALL CHAMBERS.

COUNCIL PRESENT

Mayor Trey Wilkerson, Mayor Pro Tem Daniel Lopez, Councilmembers Benita Sheffield Duffield, Brian Moreno, Ray Williams, Jr. and Ruben Terrazas.

COUNCIL ABSENT

Luis Maldonado

STAFF PRESENT

City Manager Jason A. Arnold, City Secretary Rosa Olvera, Finance Director Sam Durham, Chief of Police Michael Skillern, and Code Compliance Official Tino Lopez.

Call to Order: Mayor Trey Wilkerson called the meeting to order at 5:15 p.m.

Mayor Wilkerson gave the invocation, then led the Pledge of Allegiance which was recited by those in attendance.

CITIZENS PRESENTATION: (Limited to 3 minutes)
This item provides the opportunity to address the City Council on any matter whether or not it is posted on the agenda. However, in accordance with the Texas Open Meetings Act, Section 551.041, the Council cannot discuss, deliberate, or take any action on matters not listed on the agenda. At this time, the Council will receive citizen comments, and if necessary, may refer the matter to City staff for research, resolution, or referral to Council on a future agenda.

Rodney Cheshire spoke in recognition of city employee, JaMarkus Denning, for not only being a hard worked but also honest and trustworthy. Mr. Denning found and returned a lost item that was left behind by a coach at one of the dugouts in the park. He added, Diboll Youth Sports hosted the District Dixie Youth Baseball Tournament for the 8u division the weekend of June 10-12.
W. Walker addressed council regarding his account print out for 1008 Oak Hollow and his emails he has sent.

Item #1: CONSENT AGENDA: All matters listed under Consent Agenda are considered to be routine by the City Council and will be enacted by one motion. There will not be separate discussion. If discussion is desired, that item will be removed from the consent agenda and will be considered separately. Consider approval of the following reports:

a. Minutes from May 10, 2022, Regular Session Meeting
b. Minutes from May 18, 2022 City Council Special Called Meeting
c. Financial Statement for May 2022
d. 12-Month Attendance Record for May 2022

Brian Moreno made the motion to approve and Daniel Lopez second.
All in Favor, none opposed, motion carries.

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Item #2: Consideration and possible action to approve Resolution 2022-06-002 authorizing the suspension of proposed rates and the intervention of the Public Utility Commission proceeding involving the request to increase electric rates of Oncor Electric.

Brian Moreno made the motion to approve and Ruben Terrazas second.
All in Favor, none opposed, motion carries.

Item #3: Consideration and possible action to approve Interlocal Dispatch Agreement between the City of Lufkin and the City of Diboll.

Daniel Lopez made the motion to approve and Benita Sheffield Duffield second.
All in Favor, none opposed, motion carries.

Item #4: Consideration and possible action to approve extending the current General Services Agreement between KSA Engineering and the City of Diboll.

Danny Hayes with KSA was present to answer any questions or concerns from council.
Brian Moreno made the motion to approve and Daniel Lopez second.
All in Favor, none opposed, motion carries.

Item #5: Consideration and possible action to approve a Professional Services Agreement between KSA Engineering and the City of Diboll regarding project administration/project delivery services for Coronavirus Local Fiscal Recovery Fund programs.

Danny Hayes with KSA was present to answer any questions or concerns from council.
Brian Moreno made the motion to approve and Ruben Terrazas second.
All in Favor, none opposed, motion carries.

Item #6: Consideration and possible action to appoint a board member for Deep East Texas Council of Governments & Economic Development District (DETCOG) Board.

Daniel Lopez nominated and made a motion to approve Mayor Trey Wilkerson be appointed and Brian Moreno second.
All in Favor, none opposed, motion carries.

Item #7: Discussion and possible action to approve the appointment of members to the Planning and Zoning Commission.

Of the names presented to council of interested individuals, they chose to nominate:

Antoinette Berry - District 3
Patrina Mitchell - District 1
Phil Hal - District 4
Denise Reyna - District 3
Hopi Walls - District 3
Bryan Wilson - District 1
Noelia Grimaldo - District 2

Benita Sheffield Duffield made the motion to approve all nominees and Ray Williams, Jr. second.
All in Favor, none opposed, motion carries.

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Item #8: Consideration and possible action to adopt Resolution 2022-06-003 appointing Mike Terrell – Diboll ISD Board Member, as the joint appointment between the City of Diboll and Diboll Independent School District to the Angelina County Appraisal District Board of Trustees.

Benita Sheffield Duffield requested future nominee qualifications and process be presented to council.
Brian Moreno made the motion to approve request and Mike Terrell and Ruben Terrazas second.
All in Favor, none opposed, motion carries.

Item #9: Consideration and possible action to approve updating and extending the current Interlocal Agreement between Deep East Texas Self Insurance Fund (DETSIF) and the City of Diboll.

Daniel Lopez made the motion to approve and Ray Williams, Jr. second.
All in Favor, none opposed, motion carries.

Item #10: DEPARTMENT HEAD REPORTS

a. Fire Department Report
b. Police Department Report
c. Public Works Report
d. Finance & Court
e. City Manager Report

Adjournment

Mayor Wilkerson called to adjourn at 6:05p.m.

Minutes of the June 14, 2022 Regular Session Meeting approved by council on this the 12th day of July, 2022.

_____

Trey Wilkerson, Mayor

ATTEST BY:

_____
Rosa M. Olvera, City Secretary

STATE OF TEXAS §
ANGELINA COUNTY §
CITY OF DIBOLL §

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MINUTES OF THE GOVERNING BODY OF THE CITY OF DIBOLL, TEXAS SPECIAL CALLED MEETING ON WEDNESDAY, JUNE 21, 2022, AT 5:15 P.M., IN THE DIBOLL CITY HALL CHAMBERS.

COUNCIL PRESENT

Mayor Trey Wilkerson, Mayor Pro Tem Daniel Lopez, Councilmembers Benita Sheffield Duffield, Brian Moreno, Ray Williams, Jr., Luis Maldonado, and Ruben Terrazas.

COUNCIL ABSENT

NONE

STAFF PRESENT

City Manager Jason A. Arnold, City Secretary Rosa Olvera, Finance Director Sam Durham and Code Compliance Official Tino Lopez.

Call to Order: Mayor Trey Wilkerson called the meeting to order at 5:15p.m.

Mayor Wilkerson gave the invocation, then led the Pledge of Allegiance which was recited by those in attendance.

CITIZENS PRESENTATION: (Limited to 3 minutes)
This item provides the opportunity to address the City Council on any matter whether or not it is posted on the agenda. However, in accordance with the Texas Open Meetings Act, Section 551.041, the Council cannot discuss, deliberate, or take any action on matters not listed on the agenda. At this time, the Council will receive citizen comments, and if necessary, may refer the matter to City staff for research, resolution, or referral to Council on a future agenda.

None

Item #1: Consideration and possible action to approve the Guaranteed Energy Savings Performance Contract with Performance Services Inc. (PSI) in accordance with Texas Local Government Code 302.001 and TIPS Contract number 170103.

PSI Team was present to give presentation and answer any questions.
Brian Moreno made a motion to approve and Luis Maldonado second.
All in Favor, none opposed, motion carries.

Adjournment

Mayor Wilkerson called to adjourn at 6:09 p.m.

Minutes of the May 18, 2022 Special Called Meeting approved by council on this the 12th day of July, 2022

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Trey Wilkerson, Mayor

ATTEST BY:

_____

Rosa M. Olvera, City Secretary

STATE OF TEXAS §
ANGELINA COUNTY §
CITY OF DIBOLL §

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City of Diboll
Financial Statement
As of June 30, 2022

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01 - General Fund	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Revenue Summary							
Licenses & Permits	1,424.15	1,445.66	(21.51)	18,436.70	14,999.99	122.91%	(3,436.71)
Fines and Fees	30,221.22	39,523.70	(9,302.48)	317,041.65	486,104.24	65.22%	169,062.59
Franchise Tax	229,648.48	33,333.33	196,315.15	318,596.99	400,000.00	79.65%	81,403.01
Property Tax	7,000.97	108,284.93	(101,283.96)	1,287,690.30	1,266,269.35	101.69%	(21,420.95)
Sales Tax	76,139.33	52,458.25	23,681.08	512,535.52	629,499.03	81.42%	116,963.51
Interest	265.56	286.16	(20.60)	2,448.65	2,889.16	84.75%	440.51
Charges for Service	2,000.00	616.67	1,383.33	10,250.00	6,000.00	170.83%	(4,250.00)
Miscellaneous	189.12	7,568.71	(7,379.59)	68,722.32	66,968.30	102.62%	(1,754.02)
Contributions & Grants	0.00	5,425.00	(5,425.00)	0.00	27,125.00	0.00%	27,125.00
Revenue Totals	346,888.83	248,942.41	97,946.42	2,535,722.13	2,899,855.07	87.44%	364,132.94
Expense Summary							
Insurance	0.00	5,737.19	(5,737.19)	65,898.20	65,898.19	100.00%	(0.01)
Fines & Fees	0.00	16.33	(16.33)	259.49	350.00	74.14%	90.51
Administrative	131,450.39	47,982.62	83,467.77	234,009.46	388,188.28	60.28%	154,178.82
Capital Purchase	0.00	10,885.64	(10,885.64)	97,617.42	106,000.00	92.09%	8,382.58
Contractual & Professional Services	13,644.49	18,000.38	(4,355.89)	157,094.80	211,014.95	74.45%	53,920.15
Intergov't Contracts	9,856.59	2,971.73	6,884.86	38,262.37	48,118.95	79.52%	9,856.58
Project Expense	623.27	8,400.00	(7,776.73)	2,423.27	42,000.00	5.77%	39,576.73
Utility	12,801.44	5,741.11	7,060.33	56,076.22	81,300.06	68.97%	25,223.84
Repairs & Maintenance	15,365.40	15,473.20	(107.80)	129,607.96	156,401.30	82.87%	26,793.34
Materials & Supplies	50,906.68	13,642.57	37,264.11	133,455.71	165,171.82	80.80%	31,716.11
Miscellaneous	450.18	98.02	352.16	2,308.17	1,423.43	162.16%	(884.74)
Payroll Expense	157,047.01	191,252.05	(34,205.04)	1,450,606.52	2,166,343.20	66.96%	715,736.68
Personnel	1,500.99	(252.57)	1,753.56	12,992.91	23,958.70	54.23%	10,965.79
Transfers	0.00	(76,484.83)	76,484.83	(423,935.86)	(583,264.59)	72.68%	(159,328.73)
Grant Expense	4,000.00	5,425.00	(1,425.00)	31,125.00	27,125.00	114.75%	(4,000.00)
Expense Totals	397,646.44	248,888.44	148,758.00	1,987,801.64	2,900,029.29	68.54%	912,227.65

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City of Diboll
Financial Statement
As of June 30, 2022

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02 - Utility Fund	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Revenue Summary							
Charges for Service	223,952.60	224,114.41	(161.81)	1,961,259.27	2,689,373.00	72.93%	728,113.73
Miscellaneous	427.46	691.99	(264.53)	5,223.49	3,459.97	150.97%	(1,763.52)
Penalties & Interest	15,071.92	3,155.00	11,916.92	122,649.68	28,462.50	430.92%	(94,187.18)
Fines and Fees	218.16	179.51	38.65	2,142.74	1,480.91	144.69%	(661.83)
Interest	0.00	20.62	(20.62)	537.22	336.44	159.68%	(200.78)
Revenue Totals	239,670.14	228,161.53	11,508.61	2,091,812.40	2,723,112.82	76.82%	631,300.42
Expense Summary							
Insurance	0.00	2,036.01	(2,036.01)	25,081.89	25,081.89	100.00%	0.00
Administrative	11,539.93	3,833.92	7,706.01	51,567.99	43,713.34	117.97%	(7,854.65)
Contractual & Professional Services	60,377.37	66,742.34	(6,364.97)	645,254.80	827,887.37	77.94%	182,632.57
Utility	12,646.01	11,171.03	1,474.98	100,654.73	144,650.19	69.58%	43,995.46
Repairs & Maintenance	19,075.40	18,098.41	976.99	95,293.99	199,166.99	47.85%	103,873.00
Materials & Supplies	15,126.36	12,996.83	2,129.53	124,549.34	156,130.00	79.77%	31,580.66
Payroll Expense	38,686.95	37,298.57	1,388.38	342,807.49	502,525.62	68.22%	159,718.13
Personnel	30.00	199.99	(169.99)	3,440.78	7,300.00	47.13%	3,859.22
Note Expense	0.00	2,869.82	(2,869.82)	34,437.78	34,437.78	100.00%	0.00
Fines & Fees	0.00	981.19	(981.19)	5,510.98	8,755.97	62.94%	3,244.99
Capital Purchase	9,150.00	5,833.62	3,316.38	53,861.90	68,336.48	78.82%	14,474.58
Intergov't Contracts	1,471.02	(666.67)	2,137.69	4,038.25	20,000.00	20.19%	15,961.75
Transfers	0.00	64,827.87	(64,827.87)	611,638.52	681,623.04	89.73%	69,984.52
Expense Totals	168,103.04	226,222.93	(58,119.89)	2,098,138.44	2,719,608.67	77.15%	621,470.23

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03 - Recreation Fund	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Revenue Summary							
Fines and Fees	24.00	4.80	19.20	69.00	24.00	287.50%	(45.00)
Rentals & Leases	500.00	5,740.61	(5,240.61)	42,401.17	57,951.00	73.17%	15,549.83
Charges for Service	0.00	0.00	0.00	288.92	0.00	0.00%	(288.92)
Revenue Totals	524.00	5,745.41	(5,221.41)	42,759.09	57,975.00	73.75%	15,215.91
Expense Summary							
Insurance	0.00	48.59	(48.59)	600.13	600.13	100.00%	0.00
Administrative	0.00	23.75	(23.75)	1,016.90	2,700.00	37.66%	1,683.10
Contractual & Professional Services	1,016.90	267.49	749.41	1,576.90	5,060.00	31.16%	3,483.10
Utility	6,023.92	4,415.85	1,608.07	38,124.71	53,761.24	70.91%	15,636.53
Repairs & Maintenance	0.00	1,308.34	(1,308.34)	14,156.92	18,500.00	76.52%	4,343.08
Materials & Supplies	0.00	1.67	(1.67)	299.97	300.00	99.99%	0.03
Payroll Expense	3,084.31	3,812.79	(728.48)	28,812.96	41,655.12	69.17%	12,842.16
Transfers	0.00	(2,913.55)	2,913.55	(86,780.00)	(65,189.39)	133.12%	21,590.61
Expense Totals	10,125.13	6,964.93	3,160.20	(2,191.51)	57,387.10	-3.82%	59,578.61

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04 - Equipment Fund	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Expense Summary							
Transfers	0.00	1,916.67	(1,916.67)	23,000.00	23,000.00	100.00%	0.00
Expense Totals	0.00	1,916.67	(1,916.67)	23,000.00	23,000.00	100.00%	0.00

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05 - Restricted Fund	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Revenue Summary							
Miscellaneous	0.00	(206.72)	206.72	366.40	366.40	100.00%	0.00
Donations	0.00	180.00	(180.00)	900.00	900.00	100.00%	0.00
Contributions & Grants	0.00	9,325.00	(9,325.00)	111,900.00	111,900.00	100.00%	0.00
Revenue Totals	0.00	9,298.28	(9,298.28)	113,166.40	113,166.40	100.00%	0.00
Expense Summary							
Grant Expense	3,677.53	1,779.54	1,897.99	25,018.40	74,172.70	33.73%	49,154.30
Project Expense	0.00	(8.52)	8.52	(916.75)	1,299.11	(70.57%)	2,215.86
Miscellaneous	0.00	73.28	(73.28)	0.00	366.40	0.00%	366.40
Transfers	0.00	7,445.64	(7,445.64)	0.00	37,228.19	0.00%	37,228.19
Expense Totals	3,677.53	9,289.94	(5,612.41)	24,101.65	113,066.40	21.32%	88,964.75

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06 - Hotel/Motel Tax Fund	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Revenue Summary							
Hotel Motel Tax	0.00	1,666.67	(1,666.67)	15,771.31	20,000.00	78.86%	4,228.69
Revenue Totals	0.00	1,666.67	(1,666.67)	15,771.31	20,000.00	78.86%	4,228.69
Expense Summary							
Administrative	0.00	(466.67)	466.67	0.00	0.00	0.00%	0.00
Transfers	0.00	4,167.62	(4,167.62)	30,420.00	34,240.00	88.84%	3,820.00
Expense Totals	0.00	3,700.95	(3,700.95)	30,420.00	34,240.00	88.84%	3,820.00

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City of Diboll
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07 - Seized Fund	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Revenue Summary							
Interest	0.32	0.55	(0.23)	3.67	2.77	132.49%	(0.90)
Revenue Totals	0.32	0.55	(0.23)	3.67	2.77	132.49%	(0.90)
Expense Summary							
Transfers	0.00	940.63	(940.63)	7,525.00	7,525.00	100.00%	0.00
Expense Totals	0.00	940.63	(940.63)	7,525.00	7,525.00	100.00%	0.00

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City of Diboll
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09 - MC Security Fund	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Revenue Summary							
Fines and Fees	807.01	805.67	1.34	8,487.66	6,945.01	122.21%	(1,542.65)
Contributions & Grants	0.00	4,320.00	(4,320.00)	0.00	21,600.00	0.00%	21,600.00
Revenue Totals	807.01	5,125.67	(4,318.66)	8,487.66	28,545.01	29.73%	20,057.35
Expense Summary							
Grant Expense	0.00	814.55	(814.55)	0.00	5,600.00	0.00%	5,600.00
Utility	0.00	2,027.54	(2,027.54)	20,674.29	24,693.37	83.72%	4,019.08
Transfers	0.00	3,485.80	(3,485.80)	5,000.00	20,345.64	24.58%	15,345.64
Expense Totals	0.00	6,327.89	(6,327.89)	25,674.29	50,639.01	50.70%	24,964.72

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City of Diboll
Financial Statement
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10 - MC Tech Fund	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Revenue Summary							
Fines and Fees	722.38	500.00	222.38	7,607.92	6,000.00	126.80%	(1,607.92)
Revenue Totals	722.38	500.00	222.38	7,607.92	6,000.00	126.80%	(1,607.92)
Expense Summary							
Utility	1,257.90	290.84	967.06	3,423.29	4,645.59	73.69%	1,222.30
Materials & Supplies	0.00	277.73	(277.73)	0.00	3,055.00	0.00%	3,055.00
Transfers	0.00	3,331.43	(3,331.43)	23,320.00	23,320.00	100.00%	0.00
Expense Totals	1,257.90	3,900.00	(2,642.10)	26,743.29	31,020.59	86.21%	4,277.30

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City of Diboll
Financial Statement
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11 - PEG Fund	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Revenue Summary							
Franchise Tax	0.00	291.67	(291.67)	3,304.10	3,500.00	94.40%	195.90
Revenue Totals	0.00	291.67	(291.67)	3,304.10	3,500.00	94.40%	195.90

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City of Diboll
Financial Statement
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12 - Red Light Fund	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Revenue Summary							
Interest	8.21	9.37	(1.16)	69.45	46.84	148.27%	(22.61)
Revenue Totals	8.21	9.37	(1.16)	69.45	46.84	148.27%	(22.61)
Expense Summary							
Transfers	0.00	2,272.73	(2,272.73)	25,000.00	25,000.00	100.00%	0.00
Expense Totals	0.00	2,272.73	(2,272.73)	25,000.00	25,000.00	100.00%	0.00

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City of Diboll
Financial Statement
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13 - Debt Service Fund	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Revenue Summary							
Property Tax	894.09	10,566.14	(9,672.05)	136,974.48	134,362.47	101.94%	(2,612.01)
Interest	26.31	0.00	26.31	129.86	0.00	0.00%	(129.86)
Revenue Totals	920.40	10,566.14	(9,645.74)	137,104.34	134,362.47	102.04%	(2,741.87)
Expense Summary							
Bond Expense	0.00	39,187.63	(39,187.63)	377,942.90	484,553.28	78.00%	106,610.38
Fines & Fees	0.00	60.83	(60.83)	300.00	450.00	66.67%	150.00
Transfers	0.00	(30,597.16)	30,597.16	(378,228.00)	(373,618.78)	101.23%	4,609.22
Note Expense	22,978.00	1,914.83	21,063.17	22,978.00	22,978.00	100.00%	0.00
Expense Totals	22,978.00	10,566.13	12,411.87	22,992.90	134,362.50	17.11%	111,369.60

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City of Diboll
Financial Statement
As of June 30, 2022

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14 - Endowment Fund	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Revenue Summary							
Interest	0.00	813.15	(813.15)	0.00	7,750.55	0.00%	7,750.55
Revenue Totals	0.00	813.15	(813.15)	0.00	7,750.55	0.00%	7,750.55
Expense Summary							
Transfers	0.00	813.15	(813.15)	0.00	7,750.55	0.00%	7,750.55
Expense Totals	0.00	813.15	(813.15)	0.00	7,750.55	0.00%	7,750.55

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City of Diboll
Financial Statement
As of June 30, 2022

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15 - Road Maintenance Fund	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Expense Summary							
Repairs & Maintenance	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
Transfers	0.00	1,579.78	(1,579.78)	0.00	0.00	0.00%	0.00
Expense Totals	0.00	1,579.78	(1,579.78)	0.00	0.00	0.00%	0.00

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City of Diboll
Financial Statement
As of June 30, 2022

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16 - MC Local Truancy Prevention & Diversion Fund	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Revenue Summary							
Fines and Fees	699.95	583.33	116.62	7,316.10	7,000.00	104.52%	(316.10)
Revenue Totals	699.95	583.33	116.62	7,316.10	7,000.00	104.52%	(316.10)
Expense Summary							
Contractual & Professional Services	0.00	(1,027.27)	1,027.27	0.00	0.00	0.00%	0.00
Expense Totals	0.00	(1,027.27)	1,027.27	0.00	0.00	0.00%	0.00

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City of Diboll
Financial Statement
As of June 30, 2022

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17 - MC Municipal Jury Fund	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Revenue Summary							
Fines and Fees	13.96	10.00	3.96	146.12	120.00	121.77%	(26.12)
Revenue Totals	13.96	10.00	3.96	146.12	120.00	121.77%	(26.12)

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City of Diboll
Financial Statement
As of June 30, 2022

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18 - Keep Diboll Beautiful	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Revenue Summary							
Contributions & Grants	0.00	1,047.93	(1,047.93)	12,575.19	12,575.19	100.00%	0.00
Donations	0.00	1,875.00	(1,875.00)	15,000.00	15,000.00	100.00%	0.00
Revenue Totals	0.00	2,922.93	(2,922.93)	27,575.19	27,575.19	100.00%	0.00
Expense Summary							
Project Expense	0.00	2,922.92	(2,922.92)	17,733.81	27,575.19	64.31%	9,841.38
Expense Totals	0.00	2,922.92	(2,922.92)	17,733.81	27,575.19	64.31%	9,841.38

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City of Diboll
Financial Statement
As of June 30, 2022

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19 - Street Project Fund	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Revenue Summary							
Interest	(2.34)	0.00	(2.34)	(2.34)	0.00	0.00%	2.34
Revenue Totals	(2.34)	0.00	(2.34)	(2.34)	0.00	0.00%	2.34

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City of Diboll
Financial Statement
As of June 30, 2022

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50 - Restricted Project Fund	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Expense Summary							
Transfers	0.00	(17,097.63)	17,097.63	(292,600.00)	(292,600.00)	100.00%	0.00
Expense Totals	0.00	(17,097.63)	17,097.63	(292,600.00)	(292,600.00)	100.00%	0.00

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City of Diboll
Financial Statement
As of June 30, 2022

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55 - ARP Funds	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Revenue Summary							
Interest	(8.47)	0.00	(8.47)	(8.47)	0.00	0.00%	8.47
Revenue Totals	(8.47)	0.00	(8.47)	(8.47)	0.00	0.00%	8.47

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DIBOLL CITY COUNCIL
12-MONTH ATTENDANCE RECORD

Council Member	5/17/2021	5/20/2021	5/27/21	6/8/2012	7/13/212	7/20/21	8/10/21	8/24/212	9/14/21	9/21/21	9/30/21	10/6/21
Brian Moreno	0	0	0	0	0	0	0	0	0	0	0	0
Ruben Terrazas	0	0	0	0	1	1	0	0	0	0	0	0
Daniel Lopez	0	0	0	0	0	0	0	0	0	0	0	0
Ray Williams, Jr.												
Benita Sheffield Duffield	0	0	1	0	0	0	0	0	0	0	0	0
Luis Maldonado	0	0	0	0	1	1	0	1	0	0	0	0
Trey Wilkerson	0	0	0	0	0	0	0	0	0	0	0	0
Total Absences	**0**	**0**	**1**	**0**	**2**	**2**	**0**	**1**	**0**	**0**	**0**	**0**

Council Member	10/12/2021	11/9/21	12/14/21	1/11/2022	2/8/2022	3/8/2022	4/12/2022	5/10/2022	5/18/2022	6/14/2022	6/21/2022	TOTAL TO-DATE
Brian Moreno	0	0	0	0	0	0	0	0	0	0	0	**0**
Ruben Terrazas	0	0	0	0	0	0	0	0	1	0	0	**3**
Daniel Lopez	0	0	1	0	1	0	0	0	0	0	0	**2**
Ray Williams, Jr.								0	0	0	0	**0**
Benita Sheffield Duffield	0	0	0	0	0	0	0	0	0	0	0	**1**
Luis Maldonado	0	0	1	0	0	0	0	0	0	1	0	**5**
Trey Wilkerson	0	0	0	0	0	0	0	0	0	0	0	**0**
Total Absences	**0**	**0**	**2**	**0**	**1**	**0**	**0**	**0**	**1**	**1**	**0**	**11**

Rosa M. Olvera - City Secretary

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PLEASE RUN IN CLASSIFIED/LEGALS AS A STANDARD PUBLIC NOTICE

ONE TIME ONLY

June 10, 2022

AD STARTS HERE:

NOTICE OF PUBLIC HEARINGS FOR AMENDMENTS TO ZONING ORDIANCE

Notice is hereby given that the Planning and Zoning Commission will hold a public hearing starting at 5:15 pm on Monday, June 20, 2022 at Diboll City Hall, located at 400 Kenley.

Further notice is given that the Diboll City Council will hold a public hearing starting at 5:15 pm on Tuesday, July 12, 2022 at Diboll City Hall. The Planning and Zoning Commission and the City Council will consider:

- Consider recommending a Special Use Permit be granted to Ricardo Gallaga who resides at 504 Burke Street, Diboll, Texas 75941, to operate a barbershop out of his residence.

Citizens of Diboll, Texas are invited to attend and participate in the public hearings.

For any questions, please contact Rosa Olvera at (936) 829-4757.

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CITY OF DIBOLL
400 KENLEY
PO BOX 340
DIBOLL, 75941
936-829-4757
fax: 936-829-1179

PLAN APPROVAL	
Planning & Zoning	(DATE)_____
Site Plan Review	(DATE)_____
Building Plan Review	(DATE)_____

PERMIT APPLICATION

ADDRESS 504 BURKE ST. DATE 4-21-22

OWNER NAME Ricardo Gallaga PHONE (281)865-9379

BUILDER NAME PHONE

BUILDER NAME PHONE

TDLR License #

ELECTRICIAN NAME PHONE

TDLR License #

PLUMBER NAME PHONE

TDLR License #

HVAC NAME PHONE

TDLR License #

Residential – New Single Family and Duplex Construction		
Building	$0.40 per sq. ft. conditioned space	☐
Mechanical	$0.02 per sq. ft. conditioned space	☐
Electrical	$0.04 per sq. ft. conditioned space	☐
Plumbing	$0.06 per sq. ft. conditioned space	☐
Roofing	$50.00 base fee plus $1.25 per square	☐
Residential – Remodeling, Alterations, Additions, and Repairs*		
Building	$50.00 base fee plus $0.25 per sq. ft.	☐
Mechanical	$50.00 base fee plus $0.02 per sq. ft.	☐
Electrical	$50.00 base fee plus $0.04 per sq. ft.	☐
Plumbing	$50.00 base fee plus $0.06 per sq. ft.	☐
Roofing	$50.00 base fee plus $1.25 per square	☐
*sq. ft. based on space subject to the remodel, alteration, addition, or repairs.		
Commercial – New Construction /Apartments		
Building	$300.00 base fee plus $0.45 per sq. ft.	☐
Shell Building	$300.00 base fee plus $0.30 per sq. ft.	☐
Interior Finish Out	$100.00 base fee plus $0.15 per sq. ft.	☐
Mechanical	$50.00 base fee plus $0.03 per sq. ft.	☐
Electrical	$50.00 base fee plus $0.04 per sq. ft.	☐
Plumbing	$50.00 base fee plus $0.06 per sq. ft.	☐
Roofing	$50.00 base fee plus $1.25 per square	☐
Commercial – Remodeling, Alterations, Additions, and Repairs*		
Building	$50.00 base fee plus $0.40 per sq. ft.	☐
Mechanical	$50.00 base fee plus $0.03 per sq. ft.	☐
Electrical	$50.00 base fee plus $0.04 per sq. ft.	☐
Plumbing	$50.00 base fee plus $0.06 per sq. ft.	☐
Roofing	$50.00 base fee plus $1.25 per square	☐
*sq. ft. based on space subject to the remodel, alteration, addition, or repairs.		

*Fees for application only. Permits will be issued once plans have been reviewed and approved.

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Other Permits & Fees

Certificate of Occupancy (per Unit)		$50.00	☐
Signage Permit		$100.00	☐
Demolition Fee		$100.00	☐
Storage Building, Carport, Shed		$50.00	☐
Fence Permit		$40.00	☐
False Alarm Fee*	*Response to alarm site if the city representatives have to secure the premises	$50.00	☐
Construction Plan Review Fee			
Residential	Actual Cost Plus Time & Materials		☐
Commercial	Actual Cost Plus Time & Materials		☐
Plumbing Inspection Fee – Outside City Limits		$50.00	☐
Inspection After Normal Business Hours		$50.00	☐
Re-Inspection Fee		$35.00	☐
Copies (8.5 x 11)	25¢ / sheet		☐
Filing Fees	Actual Cost		☐
Curb Cuts	Actual Cost Plus Time & Materials		☐
Street Cuts	Actual Cost Plus Time & Materials		☐
Water / Sewage Cuts	Actual Cost Plus Time & Materials		☐

PLANNING AND ZONING FEE SCHEDULE

Plats			$250.00	☐
Minor Plats	Preliminary & Final		$250.00	☐
Re-Plats	Preliminary & Final		$250.00	☐
Amended Plats	Preliminary & Final		$250.00	☐
Vacated Plats	Preliminary & Final			
		Less than 10 Acres	$100.00	☐
		10 to 50 Acres	$150.00	☐
		Over 50 Acres	$200.00	☐
Major Plats	Preliminary			
		Less than 10 Acres	$300.00	☐
		10 to 50 Acres	$400.00	☐
		Over 50 Acres	$500.00	☐
Major Plats	Final			
		Less than 10 Acres	$300.00	☐
		10 to 50 Acres	$400.00	☐
		Over 50 Acres	$500.00	☐
Application Fees				
	Rezoning		$200.00	☐
	Variance		$200.00	☑
	Specific Use Permit		$200.00	☐
	Adult Oriented Business		$500.00	☐
Document Fees				
	Comprehensive Plan Zoning Ordinance	Actual Cost		☐
	Engineering	Actual Cost		☐

I acknowledge that fees are for application only and plans must be reviewed before permits are issued:

X _____ Date: 4-21-22

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City of Diboll
400 Kenley Street
Diboll, TX 75941

Receipt #: 29245
User: Mirna
Payment Date: 4/21/2022
Batch: 179775 - BP 4/21/2022

22-00044-01 Ricardo Gallaga
2021-2022 City of Diboll Permit - 22-00044-01

504 Burke Street

Amount Due: $200.00
Applied: $200.00
Balance: $0.00

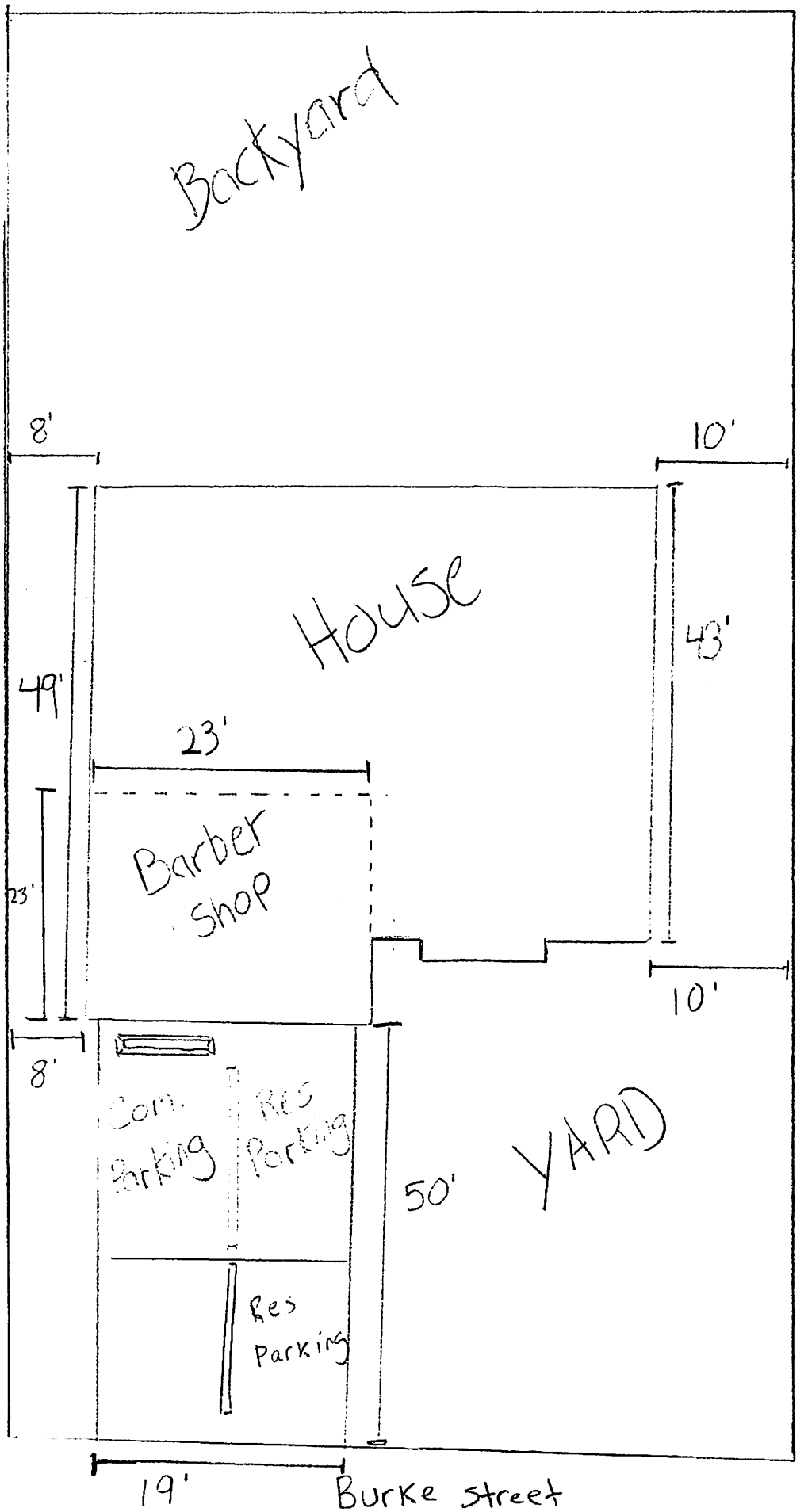
Applied

Cash: $200.00
Applied: $200.00
Change: $0.00

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HWK, LLC
15842 Addison Road
Addison, TX, 75001

In response to **Notice of Public Hearing – Special Use Permit Request, Property ID: 18705 504 Burke Street, Diboll, Texas 75941**

We, as the owners of the property located at 406 N Temple Dr, are in favor of the Special Use Permit requested by Ricardo Gallaga for a barbershop.

Sincerely,

Clark Hope

Clark Hope, Assistant Property Manager

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ANNUAL FINANCIAL REPORT

of the

City of Diboll, Texas

For the Year Ended
September 30, 2021

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City of Diboll, Texas

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City of Diboll, Texas

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BROOKSWATSON & CO.
CERTIFIED PUBLIC ACCOUNTANTS

INDEPENDENT AUDITOR'S REPORT

To the Honorable Mayor and
Members of the City Council
City of Diboll, Texas:

Report on the Financial Statements

We have audited the accompanying financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City of Diboll, Texas (the "City"), as of and for the year ended September 30, 2021, and the related notes to the financial statements, which collectively comprise the City's basic financial statements as listed in the table of contents.

Management's Responsibility for the Financial Statements

The City's management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express opinions on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

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We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City as of September 30, 2021, and the respective changes in financial position and, where applicable, cash flows thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Emphasis of Matter

As discussed in Note V.E. to the financial statements, the City restated the beginning fund balance/net position for governmental activities, business-type activities, the water, sewer, and garbage fund, the golf course fund, and a nonmajor governmental fund. The restatements relate to the transfer of golf course assets/liabilities to governmental activities and recognition of a note payable in the prior year. Our opinion is not modified with respect to these matters.

Other Matters

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis, budgetary comparison information, the schedule of changes in net pension liabilities and related ratios, the schedule of employer contributions to pension plan, and schedule of changes in the other postemployment benefits liability and related ratios, be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

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Other Supplementary Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the City's basic financial statements. The accompanying supplementary information, such as the combining statements are presented for purposes of additional analysis and are not a required part of the basic financial statements.

The other supplementary information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. Such information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the combining statements are fairly stated, in all material respects, in relation to the basic financial statements as a whole.

BrooksWatson & Co.

BrooksWatson & Co., PLLC
Certified Public Accountants
Houston, Texas
July 7, 2022

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MANAGEMENT'S DISCUSSION AND ANALYSIS

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City of Diboll, Texas

MANAGEMENT'S DISCUSSION AND ANALYSIS (MD&A)

September 30, 2021

As management of the City of Diboll, Texas (the "City"), we offer readers of the City's financial statements this narrative overview and analysis of the financial activities of the City for the fiscal year ended September 30, 2021.

Financial Highlights

- The City's total combined net position was $8,425,644 at September 30, 2021.
- At the close of the current fiscal year, the City's governmental funds reported combined fund balances of $2,648,002, an increase of $1,287,747.
- As of the end of the year, the unassigned fund balance of the general fund was $1,188,556 or 44% of total general fund expenditures.
- The City had an overall increase in net position of $847,624, which is primarily due to governmental grants and contributions received during the year.

Overview of the Financial Statements

The discussion and analysis provided here are intended to serve as an introduction to the City's basic financial statements. The City's basic financial statements consist of three components: 1) government-wide financial statements, 2) fund financial statements, and 3) the notes to financial statements. This report also includes supplementary information intended to furnish additional detail to support the basic financial statements themselves.

Government-Wide Statements

The government-wide statements are designed to provide readers with a broad overview of the City's finances, in a manner similar to a private-sector business.

The *statement of net position* presents financial information on all of the City's assets, liabilities, and deferred inflows/outflows of resources, with the difference reported as net position. Over time, increases or decreases in net position may serve as a useful indicator of whether the financial position of the City is improving or deteriorating.

The *statement of activities* presents information showing how the City's net position changed during the most recent fiscal year. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, *regardless of the timing of related cash flows*. Thus, revenues and expenses are reported for some items that will only result in cash flows in future fiscal periods (e.g., uncollected taxes and earned but unused vacation leave).

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Both of the government-wide financial statements distinguish functions of the City that are principally supported by taxes and intergovernmental revenues (*governmental activities*) from other functions that are intended to recover all or a significant portion of their costs through user fees and charges (*business-type activities*). The governmental activities of the City include general government, public safety, community development, and public works. The business-type activities of the City include a water and sewer operations.

Fund Financial Statements. A *fund* is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives. The City, like other state and local governments, uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements. All of the funds of the City can be divided into three categories: governmental funds, proprietary funds, and fiduciary funds.

Governmental Funds. Governmental funds are used to account for essentially the same functions reported as governmental activities in the government-wide financial statements. However, unlike the government-wide financial statements, governmental fund financial statements focus on *near-term inflows and outflows of spendable resources,* as well as *on balances of spendable resources* available at the end of the year. Such information may be useful in evaluating the City's near-term financing requirements.

Because the focus of governmental funds is narrower than that of the government-wide financial statements, it is useful to compare the information presented for *governmental funds* with similar information presented for *governmental activities* in the government-wide financial statements. By doing so, readers may better understand the long-term impact of the government's near-term financing decisions. Both the governmental fund balance sheet and the governmental fund statement of revenues, expenditures, and changes in fund balances provide a reconciliation to facilitate this comparison between *governmental funds* and *governmental activities*.

The City of Diboll, Texas maintains sixteen individual governmental funds. Information is presented separately in the governmental fund balance sheet and in the governmental fund statement of revenues, expenditures, and changes in fund balances for the general fund and the ARP fund, which are considered to be major funds. Fund data for the remaining nonmajor governmental funds is provided in the form of combining statements in the combining and individual fund statements and schedules section of this report.

The City of Diboll, Texas adopts an annual appropriated budget for its general, debt service, and utility funds. A budgetary comparison schedule has been provided to demonstrate compliance with the general fund budget.

Proprietary Funds. The City maintains two different types of proprietary funds. *Enterprise funds* are used to report the same functions presented as business-type activities in the government-wide financial statements. The City uses enterprise funds to account for its water distribution, wastewater collection/treatment, garbage services, water construction operations, and golf course activities. The

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proprietary fund financial statements provide separate information for the water distribution, and wastewater collection/treatment fund. The basic proprietary fund financial statements can be found in the basic financial statements of this report. *Internal service funds* are an accounting device used to accumulate and allocate costs internally among the City's various functions. The City uses internal service funds to account for the maintenance and purchase of equipment.

Notes to Financial Statements. The notes to the financial statements provide additional information that is necessary to a full understanding of the data provided in the government-wide and fund financial statements. The notes are the last section of the basic financial statements.

Other Information. In addition to the basic financial statements and accompanying notes, this report also presents certain *required supplementary information* (RSI) concerning the City's progress in funding its obligation to provide pension and other post-employment benefits to its employees.

Government-Wide Financial Analysis

As noted previously, net position over time, may serve as a useful indicator of the City's financial position. For the City of Diboll, Texas, assets and deferred outflows exceeded liabilities and deferred inflows by $8,425,644 as of September 30, 2021.

The largest portion of the City's net position, $7,311,510, reflects its investments in capital assets (e.g., land, city hall, police station, streets, and drainage systems, as well as the public works facilities), less any debt used to acquire those assets that are still outstanding. The City uses these capital assets to provide services to citizens; consequently, these assets are not available for future spending. Although the City's investment in its capital assets is reported net of related debt, it should be noted that the resources needed to repay this debt must be provided from other sources, since the assets themselves cannot be used to liquidate these liabilities.

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Statement of Net Position:

The following table reflects the condensed Statement of Net Position:

	2021			2020		
	Governmental Activities	Business-Type Activities	Total	Governmental Activities	Business-Type Activities	Total
Current and other assets	$ 2,982,907	$ 1,129,124	$ 4,112,031	$ 1,653,881	$ 1,129,061	$ 2,782,942
Capital assets, net	4,878,955	6,436,495	11,315,450	5,385,334	6,761,254	12,146,588
Total Assets	7,861,862	7,565,619	15,427,481	7,039,215	7,890,315	14,929,530
Deferred Outflows of Resources	189,548	41,608	231,156	186,514	43,749	230,263
Other liabilities	421,713	516,771	938,484	522,615	212,040	734,655
Long-term liabilities	3,340,304	2,470,906	5,811,210	3,285,017	2,996,448	6,281,465
Total Liabilities	3,762,017	2,987,677	6,749,694	3,807,632	3,208,488	7,016,120
Deferred Inflows of Resources	398,739	84,560	483,299	461,117	104,536	565,653
Net Position:						
Net investment in capital assets	3,429,850	3,881,660	7,311,510	3,188,460	3,941,317	7,129,777
Restricted	655,705	-	655,705	548,939	-	548,939
Unrestricted	(194,901)	653,330	458,429	(780,419)	679,723	(100,696)
Total Net Position	$ 3,890,654	$ 4,534,990	$ 8,425,644	$ 2,956,980	$ 4,621,040	$ 7,578,020

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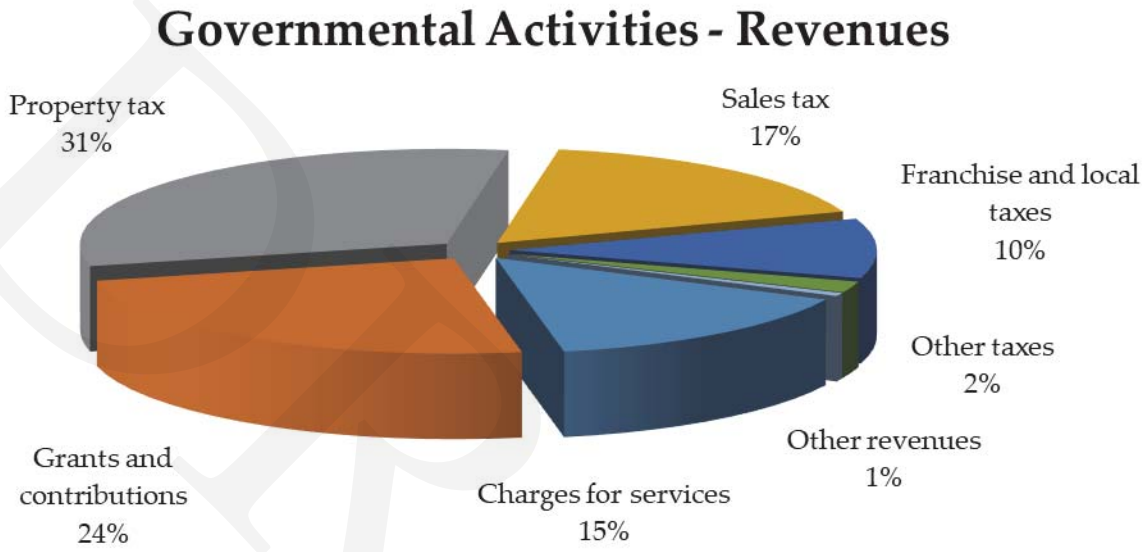
Statement of Activities:

The following table provides a summary of the City's changes in net position:

	For the Year Ended September 30, 2021			For the Year Ended September 30, 2020		
	Governmental Activities	Business-Type Activities	Total Primary Government	Governmental Activities	Business-Type Activities	Total Primary Government
Revenues						
Program revenues:						
Charges for services	$ 608,715	$ 2,758,977	$ 3,367,692	$ 564,497	$ 2,729,194	$ 3,293,691
Grants and contri.	994,922	-	994,922	265,525	-	265,525
General revenues:						
Property tax	1,294,866	-	1,294,866	1,264,497	-	1,264,497
Sales tax	696,418	-	696,418	621,148	-	621,148
Franchise and local taxes	416,344	-	416,344	423,677	-	423,677
Other taxes	78,031	-	78,031	73,114	-	73,114
Investment income	2,903	323	3,226	7,173	4,252	11,425
Other revenues	20,445	-	20,445	24,058	-	24,058
Total Revenues	4,112,644	2,759,300	6,871,944	3,243,689	2,733,446	5,977,135
Expenses						
General government	514,902	-	514,902	500,409	-	500,409
Municipal court	76,902	-	76,902	105,015	-	105,015
Public safety	1,483,553	-	1,483,553	1,560,556	-	1,560,556
Public works	503,559	-	503,559	769,338	-	769,338
Cultural and recreation	556,061	-	556,061	492,702	-	492,702
Interest & fiscal chrgs.	43,993	91,657	135,650	289,191	75,909	365,100
Water, sewer & garbage	-	2,753,693	2,753,693	-	3,181,220	3,181,220
Total Expenses	3,178,970	2,845,350	6,024,320	3,717,211	3,257,129	6,974,340
Change in Net Position Before Transfers	933,674	(86,050)	847,624	(473,522)	(523,683)	(997,205)
Transfers in (out)	-	-	-	(2,796,138)	2,796,138	-
Total	-	-	-	(2,796,138)	2,796,138	-
Change in Net Position	933,674	(86,050)	847,624	(3,269,660)	2,272,455	(997,205)
Beginning Net Position	2,956,980	4,621,040	7,578,020	6,226,640	2,348,585	8,575,225
Ending Net Position	$ 3,890,654	$ 4,534,990	$ 8,425,644	$ 2,956,980	$ 4,621,040	$ 7,578,020

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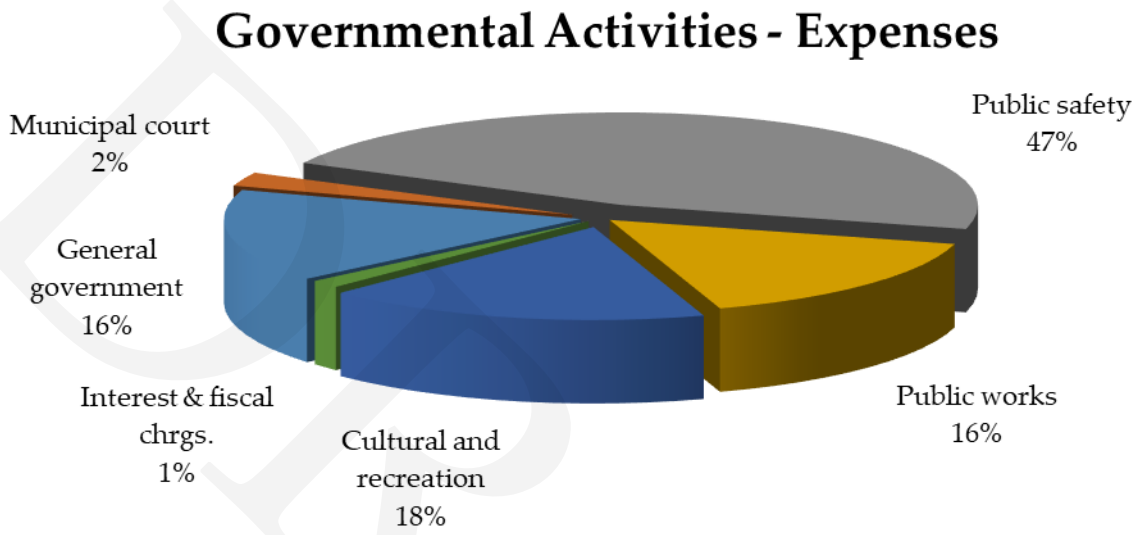
Graphic presentations of selected data from the summary tables are displayed below to assist in the analysis of the City's activities.



For the year ended September 30, 2021, revenues from governmental activities totaled $4,112,644, an increase of $868,955 or 27%. Grants/contributions, property tax, sales tax and franchise taxes were the City's largest revenue sources. Sales tax increased $75,270 or 12%, a result of a economic growth within the City. Grants and contributions increased by $729,397 due to nonrecurring federal grants received in the current year. All other revenues remained relatively consistent with the previous year.

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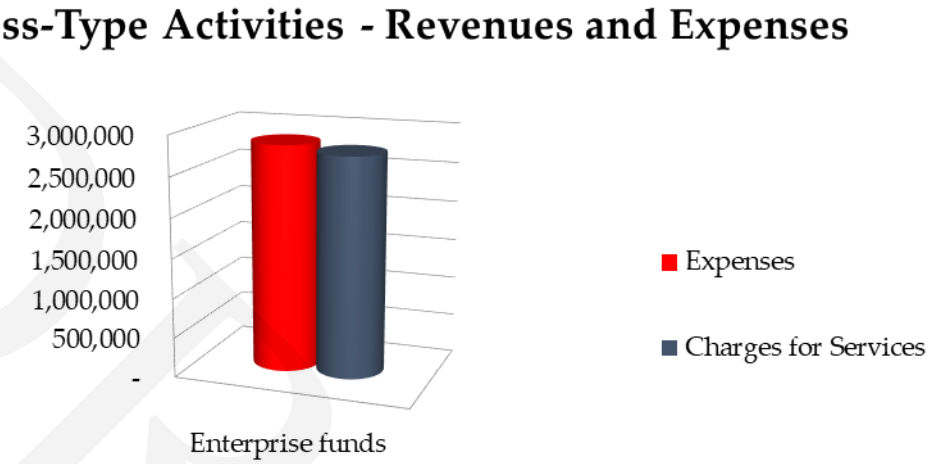
This graph shows the governmental function expenses of the City:



For the year ended September 30, 2021, expenses for governmental activities totaled $3,178,970. This represents a decrease of $538,241 or 14% from the prior year. Municipal court expenses decreased by $28,113 or 27% due to a reduction in legal expenses and state court fees in the current year. Public works expenses decreased by $265,779 or 35% primarily due to nonrecurring street maintenance expenses in the prior year. In addition, public works personnel costs decreased, which resulted from the decline in the City's net pension liability over the course of the year. Cultural and recreation expenses increased by $63,359 or 13% primarily due to greater depreciation expenses in the current year as a result of newly capitalized park assets. Interest and fiscal charges decreased by $245,198 or 85% due to the recognition of nonrecurring bond issuance costs in the prior year. In addition, a portion of outstanding bonds payable was moved to business-type activities in the current year. All other expenses remained relatively consistent with the previous year.

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Business-type activities are shown comparing operating costs to revenues generated by related services.



For the year ended September 30, 2021, charges for services by business-type activities totaled $2,758,977. This represents an increase of $29,783 from the previous year, which is considered minimal.

Water, sewer, and garbage expenses decreased by $427,527 from the prior year primarily due to a reduction in personnel costs, utility expenses, and contractual services compared to the prior year.

FINANCIAL ANALYSIS OF THE CITY'S FUNDS

As noted earlier, fund accounting is used to demonstrate and ensure compliance with finance-related legal requirements.

Governmental Funds - The focus of the City's governmental funds is to provide information of near-term inflows, outflows and balances of spendable resources. Such information is useful in assessing the City's financing requirements. In particular, unreserved fund balance may serve as a useful measure of the City's net resources available for spending at the end of the year.

As of the end of the year, the general fund reflected a total fund balance of $1,188,556. The general fund balance increased by $344,373 due to greater than anticipated revenues.

As of the end of the year, the ARP fund reflected a total fund balance of $644,739, an increase of $644,739. This fund was initially created during the fiscal year ended September 30, 2021. The increase in fund balance is a direct result of the grant funds received during the current year.
There was an increase in governmental fund balance of $1,287,747 over the prior year. The increase is primarily due to the impact of the general fund and the ARP fund, as noted above. In addition, the nonmajor governmental funds experienced a total increase of $298,635.

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Proprietary Funds - The City's proprietary funds provide the same type of information found in the government-wide financial statements, but in more detail.

GENERAL FUND BUDGETARY HIGHLIGHTS

There was a total positive budget variance of $150,894 in the general fund. All revenue sources received more actual revenue than anticipated, with the exception of franchise and local taxes. The general fund revenues experienced a positive budget variance of $147,869. Actual expenditures for budget appropriations exceeded that which was budgeted for in the public safety, public works, and cultural and recreation departments. However, there was a total positive budget variance of $3,025 for current year expenditures. There were supplemental budget appropriations made during the year increasing the budgeted revenues by $398,631 and increasing budgeted expenditures by $248,751.

CAPITAL ASSETS

As of the end of the year, the City's governmental activities funds had invested $4,878,955 in a variety of capital assets and infrastructure, net of accumulated depreciation. Depreciation is included with the governmental capital assets as required by GASB Statement No. 34. The City's business-type activities funds had invested $6,436,495 in a variety of capital assets and infrastructure, net of accumulated depreciation.

Major capital asset events during the current year include the following:

- Completed park improvements totaling $26,584.
- Purchase of police vehicle totaling $29,133.
- Purchase of supplies for the splash pad project totaling $15,120.
- New metal roof protecting a City sewer tank for $54,500.
- Purchase of new furniture and equipment for business-type activities totaling $92,275.
- Relief route utility relocation investments for $134,123.

More detailed information about the City's capital assets is presented in note V. C to the financial statements.

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LONG-TERM DEBT

At the end of the current year, the City had total bonds outstanding of $3,965,000 and capital leases and notes payable/loan payable amounting to $897,918. The City issued a SIB loan for $225,000 in the current year. During the year, the City made principal payments on long-term debt totaling $408,299. More detailed information about the City's long-term liabilities is presented in note V. D to the financial statements.

ECONOMIC FACTORS AND NEXT YEAR'S BUDGET

The Mayor and City Council strive to present a fiscally responsible budget while continuing to provide quality service to their community. The City is budgeting conservatively in the upcoming year.

CONTACTING THE CITY'S FINANCIAL MANAGEMENT

This financial report is designed to provide a general overview of the City of Diboll, Texas' finances for all those with an interest in the City's finances. Questions concerning this report or requests for additional financial information should be directed to the City Administrator, 400 Kenley St., Diboll, Texas 75941.

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FINANCIAL STATEMENTS

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City of Diboll, Texas

STATEMENT OF NET POSITION (Pages 1 of 2)

September 30, 2021

	Primary Government		
	Governmental Activities	Business-Type Activities	Total
Assets			
Current assets:			
Cash and cash equivalents	$ 2,696,330	$ 399,273	$ 3,095,603
Investments	-	246,000	246,000
Restricted cash	-	104,360	104,360
Receivables, net	246,363	379,491	625,854
Land held for sale	2,000	-	2,000
Due from agency fund	38,214	-	38,214
Total Current Assets	2,982,907	1,129,124	4,112,031
Capital assets:			
Non-depreciable	225,065	4,772	229,837
Net depreciable capital assets	4,653,890	6,431,723	11,085,613
	4,878,955	6,436,495	11,315,450
Total Assets	7,861,862	7,565,619	15,427,481
Deferred Outflows of Resources			
Pension outflows	157,151	34,496	191,647
OPEB outflows	32,397	7,112	39,509
Total Deferred Outflows of Resources	189,548	41,608	231,156

See Notes to Financial Statements.

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City of Diboll, Texas

STATEMENT OF NET POSITION (Pages 2 of 2)

September 30, 2021

	Primary Government		
	Governmental Activities	Business-Type Activities	Total
Liabilities			
Current liabilities:			
Accounts payable and accrued liabilities	189,154	173,070	362,224
Accrued interest payable	7,910	13,250	21,160
Customer deposits	5,600	107,454	113,054
Compensated absences, current	12,815	-	12,815
Current maturities of long-term debt	206,234	222,997	429,231
Total Current Liabilities	421,713	516,771	938,484
Noncurrent liabilities:			
Debt due in more than one year	2,588,745	2,306,242	4,894,987
Compensated absences, noncurrent	1,424	-	1,424
OPEB liability	167,807	36,836	204,643
Net pension liability	582,328	127,828	710,156
Total Liabilities	3,762,017	2,987,677	6,749,694
Deferred Inflows of Resources			
Deferred charge on refunding	61,789	-	61,789
Pension inflows	330,060	72,452	402,512
OPEB inflows	6,890	1,512	8,402
Deferred loss on refunding	-	10,596	10,596
Total Deferred Inflows of Resources	398,739	84,560	483,299
Net Position			
Net investment in capital assets	3,429,850	3,881,660	7,311,510
Restricted for:			
Debt service	132,228	-	132,228
Tourism	84,007	-	84,007
Municipal court	71,272	-	71,272
Police equipment	115,277	-	115,277
Public education	64,585	-	64,585
Special revenue	188,336	-	188,336
Unrestricted	(194,901)	653,330	458,429
Total Net Position	$ 3,890,654	$ 4,534,990	$ 8,425,644

See Notes to Financial Statements.

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City of Diboll, Texas

STATEMENT OF ACTIVITIES

For the Year Ended September 30, 2021

Functions/Programs	Expenses	Program Revenues: Charges for Services	Program Revenues: Operating Grants and Contributions	Program Revenues: Capital Grants and Contributions
Primary Government				
Governmental Activities				
General government	$ 514,902	$ 608,715	$ 510	$ -
Municipal court	76,902	-	-	-
Public safety	1,483,553	-	236,632	-
Public works	503,559	-	-	644,739
Cultural and recreation	507,048	-	113,041	-
Tourism	49,013	-	-	-
Interest and fiscal charges	43,993	-	-	-
Total Governmental Activities	3,178,970	608,715	350,183	644,739
Business-Type Activities				
Water, Sewer & Garbage	2,845,350	2,758,977	-	-
Total Business-Type Activities	2,845,350	2,758,977	-	-
Total Primary Government	$ 6,024,320	$ 3,367,692	$ 350,183	$ 644,739

General Revenues:	
Taxes	
Property tax	
Sales tax	
Franchise and local taxes	
Other taxes	
Investment income	
Other revenues	
Total General Revenues and Transfers	
Change in Net Position	
Beginning Net Position	
Ending Net Position	

See Notes to Financial Statements.

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Net (Expense) Revenue and Changes in Net Position

Primary Government		
Governmental Activities	Business-Type Activities	Total
$ 94,323	$ -	$ 94,323
(76,902)	-	(76,902)
(1,246,921)	-	(1,246,921)
141,180	-	141,180
(394,007)	-	(394,007)
(49,013)	-	(49,013)
(43,993)	-	(43,993)
(1,575,333)	-	(1,575,333)
-	(86,373)	(86,373)
-	(86,373)	(86,373)
(1,575,333)	(86,373)	(1,661,706)
1,294,866	-	1,294,866
696,418	-	696,418
416,344	-	416,344
78,031	-	78,031
2,903	323	3,226
20,445	-	20,445
2,509,007	323	2,509,330
933,674	(86,050)	847,624
2,956,980	4,621,040	7,578,020
$ 3,890,654	$ 4,534,990	$ 8,425,644

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City of Diboll, Texas

BALANCE SHEET
GOVERNMENTAL FUNDS
September 30, 2021

	General Fund	ARP Fund	Nonmajor Governmental Funds	Total Governmental Funds
Assets				
Cash and cash equivalents	$ 1,136,759	$ 644,739	$ 891,476	$ 2,672,974
Receivables, net	228,108	-	18,255	246,363
Land held for sale	2,000	-	-	2,000
Due from other funds	106,222	-	5,321	111,543
Total Assets	$ 1,473,089	$ 644,739	$ 915,052	$ 3,032,880
Liabilities				
Accounts payable	$ 134,739	$ -	$ 5,955	$ 140,694
Accrued liabilities	48,460	-	-	48,460
Customer deposits	-	-	5,600	5,600
Due to other funds	-	-	73,329	73,329
Total Liabilities	183,199	-	84,884	268,083
Deferred Inflows of Resources				
Unavailable revenue - prop. taxes	101,334	-	15,461	116,795
Total Deferred Inflows	101,334	-	15,461	116,795
Fund Balances				
Restricted for:				
Capital	-	644,739	225,000	869,739
Debt service	-	-	132,228	132,228
Tourism	-	-	84,007	84,007
Municipal court	-	-	71,272	71,272
Police equipment	-	-	115,277	115,277
Public education	-	-	64,585	64,585
Special revenue	-	-	188,336	188,336
Unassigned	1,188,556	-	(65,998)	1,122,558
Total Fund Balances	1,188,556	644,739	814,707	2,648,002
Total Liabilities, Deferred Inflows, and Fund Balances	$ 1,473,089	$ 644,739	$ 915,052	$ 3,032,880

See Notes to Financial Statements.

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City of Diboll, Texas

RECONCILIATION OF THE BALANCE SHEET TO THE STATEMENT OF NET POSITION
GOVERNMENTAL FUNDS
September 30, 2021

Fund Balances - Total Governmental Funds	$	2,648,002
Adjustments for the Statement of Net Position:		
Capital assets used in governmental activities are not current financial resources and, therefore, not reported in the governmental funds.		
Capital assets - non-depreciable		225,065
Capital assets - net depreciable		4,653,890
Other long-term assets are not available to pay for current-period expenditures and, therefore, are deferred in the governmental funds.		
Property tax receivable		116,795
Deferred outflows (inflows) of resources, represent a consumption of net position that applies to a future period(s) and is not recognized as an outflow (inflow) of resources (expenditure) until then.		
Deferred losses on refunding		(61,789)
Pension contributions		149,902
Pension investment returns		(247,888)
Pension difference in experience		(82,172)
Pension changes in assumptions		7,249
OPEB contributions		2,244
OPEB changes in assumptions		30,153
OPEB actual experience vs. assumption		(6,890)
Internal service funds are used by management to charge the cost of equipment services and replacement to individual funds. The assets and liabilities of the internal service funds are included in governmental activities in the statement of net position.		
Net position - governmental activities		23,356
Some liabilities, including bonds payable and deferred charges, are not reported as liabilities in the governmental funds.		
Accrued interest		(7,910)
Premiums on bonds payable		(85,058)
Compensated absences		(14,239)
Net pension liability		(582,328)
OPEB liability		(167,807)
Non-current liabilities due in one year		(206,234)
Non-current liabilities due in more than one year		(2,503,687)
Net Position of Governmental Activities	$	3,890,654

See Notes to Financial Statements.

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City of Diboll, Texas

STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE
GOVERNMENTAL FUNDS
For the Year Ended September 30, 2021

	General Fund	ARP Fund	Nonmajor Governmental Funds	Total Governmental Funds
Revenues				
Property tax	$ 1,140,422	$ -	$ 160,979	$ 1,301,401
Sales tax	696,418	-	-	696,418
Franchise and local taxes	389,659	-	26,685	416,344
Intergovernmental revenue	236,632	644,739	-	881,371
Other taxes	78,031	-	-	78,031
License and permits	28,635	-	-	28,635
Charges for services	444,053		136,027	580,080
Contributions and grants	-	-	113,551	113,551
Investment income	2,707	-	196	2,903
Other revenues	20,065	-	380	20,445
Total Revenues	3,036,622	644,739	437,818	4,119,179
Expenditures				
Current:				
General government	545,291	-	-	545,291
Municipal court	83,408	-	-	83,408
Public safety	1,585,676	-	14,865	1,600,541
Public works	253,987	-	98,330	352,317
Cultural and recreation	145,011	-	57,812	202,823
Tourism	-	-	49,013	49,013
Debt service:				
Principal	74,406	-	85,000	159,406
Interest and fiscal charges	4,470	-	59,163	63,633
Total Expenditures	2,692,249	-	364,183	3,056,432
Excess of Revenues Over (Under) Expenditures	344,373	644,739	73,635	1,062,747
Other Financing Sources (Uses)				
Loan issuance	-	-	225,000	225,000
Transfers in	-	-	14,000	14,000
Transfers (out)	-	-	(14,000)	(14,000)
Total Other Financing Sources (Uses)	-	-	225,000	225,000
Net Change in Fund Balances	344,373	644,739	298,635	1,287,747
Beginning fund balances	844,183	-	516,072	1,360,255
Ending Fund Balances	$ 1,188,556	$ 644,739	$ 814,707	$ 2,648,002

See Notes to Financial Statements.

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City of Diboll, Texas

RECONCILIATION OF THE STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES OF GOVERNMENTAL FUNDS TO THE STATEMENT OF ACTIVITIES

For the Year Ended September 30, 2021

Amounts reported for governmental activities in the statement of activities are different because:		
Net changes in fund balances - total governmental funds	$	1,287,747
Governmental funds report capital outlays as expenditures. However, in the statement of activities the cost of those assets is allocated over their estimated useful lives and reported as depreciation expense.		
Capital outlay		70,837
Depreciation expense		(577,216)
Revenues in the statement of activities that do not provide current financial resources are not reported as revenues in the funds.		
Property taxes		(6,535)
Some expenses reported in the statement of activities do not require the use of current financial resources and, therefore, are not reported as expenditures in governmental funds.		
Compensated absences		3,294
Accrued interest		10,653
Pension expense		216,155
OPEB expense		(14,654)
The issuance of long-term debt (e.g., bonds, leases, certificates of obligation) principal of long-term debt consumes the current financial resources of governmental funds. Neither transaction, however, has any effect on net position. Also, governmental funds report the effect of premiums, discounts, and similar items when they are first issued; whereas, these amounts are deferred and amortized in the statement of activities. This amount is the net effect of these differences in the treatment of long-term debt and related items.		
Loan issuance		(225,000)
Principal payments		159,406
Amortization of bond premium		5,125
Change in Net Position of Governmental Activities	$	933,674

See Notes to Financial Statements.

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City of Diboll, Texas

STATEMENT OF NET POSITION (Page 1 of 2)

PROPRIETARY FUNDS

September 30, 2021

	Business-Type Activities		Governmental Activities
	Water, Sewer, Garbage Fund	Total Enterprise Funds	Internal Service Fund
Assets			
Current Assets			
Cash and cash equivalents	$ 399,273	$ 399,273	$ 23,356
Investments	246,000	246,000	-
Restricted cash	104,360	104,360	-
Accounts receivables, net	379,491	379,491	-
Total Current Assets	1,129,124	1,129,124	23,356
Noncurrent Assets			
Capital assets:			
Non-depreciable	4,772	4,772	-
Net depreciable capital assets	6,431,723	6,431,723	710,106
Total Noncurrent Assets	6,436,495	6,436,495	710,106
Total Assets	7,565,619	7,565,619	733,462
Deferred Outflows of Resources			
Pension outflows	34,496	34,496	-
OPEB outflows	7,112	7,112	-
Total Deferred Outflows of Resources	41,608	41,608	-

See Notes to Financial Statements.

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City of Diboll, Texas

STATEMENT OF NET POSITION (Page 2 of 2)

PROPRIETARY FUNDS

September 30, 2021

	Business-Type Activities		Governmental Activities
	Water and Sewer Fund	Total Enterprise Funds	Internal Service Fund
Liabilities			
Current Liabilities			
Accounts payable and accrued liabilities	$ 173,070	$ 173,070	$ -
Customer deposits	107,454	107,454	-
Accrued interest	13,250	13,250	-
Current maturities of long-term debt	222,997	222,997	-
Total Current Liabilities	516,771	516,771	-
Noncurrent Liabilities			
Long-term liabilities	2,306,242	2,306,242	-
OPEB liability	36,836	36,836	-
Net pension liability	127,828	127,828	-
Total Liabilities	2,987,677	2,987,677	-
Deferred Inflows of Resources			
Pension inflows	72,452	72,452	-
OPEB inflows	1,512	1,512	-
Deferred loss on refunding	10,596	10,596	-
Total Deferred Inflows of Resources	84,560	84,560	-
Net Position			
Net investment in capital assets	3,881,660	3,881,660	710,106
Unrestricted	653,330	653,330	23,356
Total Net Position	$ 4,534,990	$ 4,534,990	$ 733,462

See Notes to Financial Statements.

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City of Diboll, Texas

STATEMENT OF REVENUES, EXPENSES, AND CHANGES IN NET POSITION

PROPRIETARY FUNDS

For the Year Ended September 30, 2021

	Business-Type Activities		Governmental Activities
	Water, Sewer, Garbage Fund	Total Enterprise Funds	Internal Service Fund
Operating Revenues			
Water and sewer revenue	$ 1,793,489	$ 1,793,489	$ -
Garbage service revenue	687,944	687,944	-
Intergovernmental	160,995	160,995	-
Other revenue	116,549	116,549	-
Total Operating Revenues	2,758,977	2,758,977	-
Operating Expenses			
Personnel	549,190	549,190	-
Materials and supplies	140,286	140,286	-
Utilities	128,889	128,889	-
Contractual	1,035,360	1,035,360	-
Maintenance	257,570	257,570	-
Sundry charges	5,690	5,690	-
Depreciation	636,708	636,708	51,696
Total Operating Expenses	2,753,693	2,753,693	51,696
Operating Income (Loss)	5,284	5,284	(51,696)
Nonoperating Revenues (Expenses)			
Investment income	323	323	-
Interest expense	(91,657)	(91,657)	-
Total Nonoperating Revenues (Expenses)	(91,334)	(91,334)	-
Change in Net Position	(86,050)	(86,050)	(51,696)
Beginning net position	4,621,040	4,621,040	785,158
Ending Net Position	$ 4,534,990	$ 4,534,990	$ 733,462

See Notes to Financial Statements.

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City of Diboll, Texas

STATEMENT OF CASH FLOWS

PROPRIETARY FUNDS (Page 1 of 2)

For the Year Ended September 30, 2021

	Business-Type Activities		Governmental Activities
	Water, Sewer, Garbage Fund	Total Enterprise Funds	Internal Service Fund
Cash Flows from Operating Activities			
Receipts from customers	$ 2,698,983	$ 2,698,983	$ -
Payments to employees	(609,970)	(609,970)	-
Payments to suppliers and contractors	(1,473,020)	(1,473,020)	-
Net Cash Provided by (Used for) Operating Activities	615,993	615,993	-
Cash Flows from Capital and Related Financing Activities			
Purchases of capital assets	(311,948)	(311,948)	-
Principal paid on capital debt	(248,893)	(248,893)	-
Interest paid on capital debt	(120,212)	(120,212)	-
Net Cash (Used for) Capital and Related Financing Activities	(681,053)	(681,053)	-
Cash Flows from Investing Activities			
Interest on investments	323	323	-
Net Cash Provided by Investing Activities	323	323	-
Net Increase (Decrease) in Cash and Cash Equivalents	(64,737)	(64,737)	-
Beginning cash and cash equivalents	464,010	464,010	23,356
Ending Cash and Cash Equivalents	$ 399,273	$ 399,273	$ 23,356

See Notes to Financial Statements.

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City of Diboll, Texas

STATEMENT OF CASH FLOWS

PROPRIETARY FUNDS (Page 2 of 2)

For the Year Ended September 30, 2021

	Business-Type Activities		Governmental Activities
	Water, Sewer, Garbage Fund	Total Enterprise Funds	Internal Service Fund
Reconciliation of Operating Income (Loss) to Net Cash Provided by (Used for) Operating Activities			
Operating Income (Loss)	$ 5,284	$ 5,284	$ (51,696)
Adjustments to reconcile operating income (loss) to net cash provided by (used):			
Depreciation	636,708	636,708	51,696
Changes in Operating Assets and Liabilities:			
(Increase) Decrease in:			
Restricted cash	(52)	(52)	-
Accounts receivable	(64,749)	(64,749)	-
Pension outflows	5,077	5,077	-
Pension inflows	(18,397)	(18,397)	-
OPEB outflows	(2,936)	(2,936)	-
OPEB inflows	(402)	(402)	-
Increase (Decrease) in:			
Accounts payable and accrued liabilities	96,004	96,004	-
Customer deposits	4,755	4,755	-
Due from other funds	(1,177)	(1,177)	-
OPEB liability	4,632	4,632	-
Net pension liability	(48,754)	(48,754)	-
Net Cash Provided by (Used for) Operating Activities	$ 615,993	$ 615,993	$ -

See Notes to Financial Statements.

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City of Diboll, Texas

STATEMENT OF FIDUCIARY NET POSITION

FIDUCIARY FUND

September 30, 2021

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		Endowment Trust Fund
Assets		
Investments		$ 662,730
	Total Assets	662,730
Liabilities		
Due to general fund		38,214
	Total Liabilities	38,214
Net Position		
Net position held in trust for the operations of the civic center, park and cemeteries		624,516
	Total Net Position	$ 624,516

See Notes to Financial Statements.

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City of Canton, Texas

STATEMENT OF CHANGES IN FIDUCIARY NET POSITION

FIDUCIARY FUND

September 30, 2021

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	Endowment Trust Fund
Additions	
Investment earnings	$ 45,805
Total Additions	45,805
Change in Net Position	45,805
Beginning net position	578,711
Ending Net Position	$ 624,516

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City of Diboll, Texas

NOTES TO FINANCIAL STATEMENTS

September 30, 2021

I. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

A. Reporting Entity

The City of Diboll, Texas (the "City") was incorporated in 1962. The City is an independent political subdivision of the State of Texas governed by an elected council and a mayor and is considered a primary government. The City provides a full range of municipal services including public safety, streets, parks and recreation, community development, planning and zoning, and general administrative services. In addition, the City provides water and sewer service as an enterprise function of the City.

As required by generally accepted accounting principles, these basic financial statements shave been prepared based on considerations regarding the potential for inclusion of other entities, organizations, or functions as part of the City's financial reporting entity. No other entities have been included in the City's reporting entity. Additionally, as the City is considered a primary government for financial reporting purposes, its activities are not considered a part of any other governmental or other type of reporting entity.

Considerations regarding the potential for inclusion of other entities, organizations or functions in the City's financial reporting entity are based on criteria prescribed by generally accepted accounting principles. These same criteria are evaluated in considering whether the City is a part of any other governmental or other type of reporting entity. The overriding elements associated with prescribed criteria considered in determining that the City's financial reporting entity status is that of a primary government are that it has a separately elected governing body; it is legally separate; and is fiscally independent of other state and local governments. Additionally prescribed criteria under generally accepted accounting principles include considerations pertaining to organizations for which the primary government is financially accountable, and considerations pertaining to organizations for which the nature and significance of their relationship with the primary government are such that exclusion would cause the reporting entity's financial statements to be misleading or incomplete.

B. Basis of Presentation - Government-Wide and Fund Financial Statements

While separate government-wide and fund financial statements are presented, they are interrelated. The governmental activities column incorporates data from governmental funds while business-type activities incorporate data from the government's enterprise funds. Separate financial statements are provided for governmental funds and the proprietary funds.

As a general rule, the effect of interfund activity has been eliminated from the government-wide financial statements. Exceptions to this general rule are payments in lieu of taxes where the amounts are reasonably equivalent in value to the interfund services provided and other

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charges between the government's water and transit functions and various other functions of the government. Elimination of these charges would distort the direct costs and program revenues reported for the various functions concerned.

The fund financial statements provide information about the government's funds, including its fiduciary funds and blended component units. Separate statements for each fund category; governmental and proprietary are presented. The emphasis of fund financial statements is on major governmental and enterprise funds, each displayed in a separate column. All remaining governmental and enterprise funds are aggregated and reported as nonmajor funds. Major individual governmental and enterprise funds are reported as separate columns in the fund financial statements.

The government reports the following major governmental funds:

General Fund

The general fund is used to account for all financial transactions not properly includable in other funds. The principal sources of revenues include local property taxes, sales and franchise taxes, licenses and permits, fines and forfeitures, and charges for services. Expenditures include general government, public safety, public works, etc.

ARP Fund

The ARP fund is used to account for revenues and grant expenditures related to funds received through the federal government's COVID-19 response.

The City reports the following major enterprise funds:

Water, Sewer, and Garbage Fund

This fund is used to account for the provision of water, sewer, and garbage services to the residents of the City. Activities of the fund include administration, operations and maintenance of the water production and distribution system, water/garbage collection and treatment systems. The fund also accounts for the accumulation of resources for and the payment of long-term debt. All costs are financed through charges to utility customers.

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Additionally, the government reports the following fund types:

Special Revenue Funds

The City accounts for resources restricted to, or designated for, specific purposes in a special revenue fund. These funds consist of the special revenue fund, hotel/motel tax, municipal court security fund and technology fund, drug seizure fund, CDBG grant fund, the PEG fund, and the recreation sports fund.

Internal Service Fund

Revenues and expenses related to services provided to organizations inside the City on a cost reimbursement basis are accounted for in an internal service fund. The City's internal service funds include the equipment replacement fund.

Fiduciary Fund

The fiduciary fund accounts for donations made and held in trust by the City until the funds are expended per donor's intent.

During the course of operations the government has activity between funds for various purposes. Any residual balances outstanding at year end are reported as due from/to other funds and advances to/from other funds. While these balances are reported in fund financial statements, certain eliminations are made in the preparation of the government-wide financial statements. Balances between the funds included in governmental activities (i.e., the governmental and internal service funds) are eliminated so that only the net amount is included as internal balances in the governmental activities column. Similarly, balances between the funds included in business-type activities (i.e., the enterprise funds) are eliminated so that only the net amount is included as internal balances in the business-type activities column.

Further, certain activity occurs during the year involving transfers of resources between funds. In fund financial statements these amounts are reported at gross amounts as transfers in/out. While reported in fund financial statements, certain eliminations are made in the preparation of the government-wide financial statements. Transfers between the funds included in governmental activities are eliminated so that only the net amount is included as transfers in the governmental activities column. Similarly, balances between the funds included in business-type activities are eliminated so that only the net amount is included as transfers in the business-type activities column.

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C. Measurement Focus and Basis of Accounting

The accounting and financial reporting treatment is determined by the applicable measurement focus and basis of accounting. Measurement focus indicates the type of resources being measured such as *current financial resources* or *economic resources.* The basis of accounting indicates the timing of transactions or events for recognition in the financial statements.

The government-wide financial statements are reported using the *economic resources measurement focus* and the *accrual basis of accounting*. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows. Property taxes are recognized as revenues in the year for which they are levied. Grants and similar items are recognized as revenue as soon as all eligibility requirements imposed by the provider have been met.

The governmental fund financial statements are reported using the *current financial resources measurement focus* and the *modified accrual basis of accounting*. Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be available when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the government considers revenues to be available if they are collected within 60 days of the end of the current fiscal period. Expenditures generally are recorded when a liability is incurred, as under accrual accounting. However, debt service expenditures, as well as expenditures related to compensated absences, and claims and judgments, are recorded only when payment is due. General capital asset acquisitions are reported as expenditures in governmental funds. Issuance of long-term debt and acquisitions under capital leases are reported as other financing sources.

Property taxes, sales taxes, franchise taxes, licenses, and interest associated with the current fiscal period are all considered to be susceptible to accrual and so have been recognized as revenues of the current fiscal period. Entitlements are recorded as revenues when all eligibility requirements are met, including any time requirements, and the amount is received during the period or within the availability period for this revenue source (within 60 days of yearend). Expenditure-driven grants are recognized as revenue when the qualifying expenditures have been incurred and all other eligibility requirements have been met, and the amount is received during the period or within the availability period for this revenue source (within 60 days of yearend). All other revenue items are considered to be measurable and available only when cash is received by the government.

The proprietary, pension and other postemployment benefit trust, and private-purpose trust funds are reported using the *economic resources measurement focus* and the *accrual basis of accounting*. Agency funds have no measurement focus but utilize the *accrual basis of accounting* for reporting its assets and liabilities.

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D. Assets, Liabilities, and Fund Equity or Net Position

1. Deposits and Investments

The City's cash and cash equivalents are considered to be cash on hand, demand deposits and short term investments with original maturities of three months or less from the date of acquisition. For the purpose of the statement of cash flows, the proprietary fund types consider temporary investments with maturity of three months or less when purchased to be cash equivalents.

In accordance with GASB Statement No. 31, *Accounting and Reporting for Certain Investments and External Investment Pools*, the City reports all investments at fair value, except for "money market investments" and "2a7-like pools." Money market investments, which are short-term highly liquid debt instruments that may include U.S. Treasury and agency obligations, are reported at amortized costs. Investment positions in external investment pools that are operated in a manner consistent with the SEC's Rule 2a7 of the Investment Company Act of 1940, such as TexPool, are reported using the pools' share price.

The City has adopted a written investment policy regarding the investment of its funds as defined in the Public Funds Investment Act, Chapter 2256, of the Texas Governmental Code. In summary, the City is authorized to invest in the following:

Direct obligations of the U.S. Government
Fully collateralized certificates of deposit and money market accounts
Statewide investment pools

2. Receivables and Interfund Transactions

Transactions between funds that are representative of lending/borrowing arrangements outstanding at the end of the year are referred to as either "interfund receivables/payables" (i.e., the current portion of interfund loans) or "advances to/from other funds" (i.e., the non-current portion of interfund loans). All other outstanding balances between funds are reported as "due to/from other funds" in the fund financial statements. If the transactions are between the primary government and its component unit, these receivables and payables are classified as "due to/from component unit/primary government." Any residual balances outstanding between the governmental activities and business-type activities are reported in the government-wide financial statements as "internal balances."

Advances between funds are offset by a fund balance reserve account in the applicable governmental fund to indicate they are not available for appropriation and are not expendable available financial resources.

All trade receivables are shown net of any allowance for uncollectible amounts.

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3. Property Taxes

Property taxes are levied by October 1 on the assessed value listed as of the prior January 1 for all real and business personal property in conformity with Subtitle E, Texas Property Tax Code. Taxes are due on receipt of the tax bill and are delinquent if not paid before February 1 of the year following the year in which imposed. Penalties are calculated after February 1 up to the date collected. Under state law, property taxes levied on real property constitute a lien on the real property which cannot be forgiven without specific approval of the State Legislature. The lien expires at the end of twenty years. Taxes levied on personal property can be deemed uncollectible by the City.

4. Inventories and Prepaid Items

The costs of governmental fund type inventories are recorded as expenditures when the related liability is incurred, (i.e., the purchase method). The inventories are valued at the lower of cost or market using the first-in/first-out method. Certain payments to vendors reflect costs applicable to future accounting periods (prepaid expenditures) are recognized as expenditures when utilized.

5. Capital Assets

Capital assets, which include property, plant, equipment, and infrastructure assets (e.g., roads, bridges, sidewalks, and similar items) are reported in the applicable governmental or business-type activities columns in the government-wide financial statements. Capital assets are defined by the government, as assets with an initial individual cost of more than $5,000 and an estimated useful life in excess of one year. Such assets are recorded at historical cost or estimated historical cost if purchased or constructed. Donated capital assets are recorded at estimated fair market value at the date of donation. Major outlays for capital assets and improvements are capitalized as projects are constructed.

Interest costs incurred in connection with construction of enterprise fund capital assets are capitalized when the effects of capitalization materially impact the financial statements.

The costs of normal maintenance and repairs that do not add to the value of the asset or materially extend assets' lives are not capitalized.

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Property, plant, and equipment of the primary government are depreciated using the straight-line method over the following estimated useful years.

Asset Description	Estimated Useful Life
Vehicles	5 years
Furniture and equipment	5 - 10 years
Infrastructure	50 years
Water and sewer system	5 - 40 years
Buildings and improvements	25 years

6. Deferred Outflow/Inflows of Resources

In addition to assets, the statement of net position will sometimes report a separate section for deferred outflows of resources. This separate financial statement element, deferred outflows of resources, represents a consumption of net position that applies to a future period(s) and so will not be recognized as an outflow of resources (expense/ expenditure) until then.

An example is a deferred charge on refunding reported in the government-wide statement of net position. A deferred charge on refunding results from the difference in the carrying value of refunded debt and its reacquisition price. This amount is deferred and amortized over the shorter of the life of the refunded or refunding debt.

In addition to liabilities, the statement of financial position will sometimes report a separate section for *deferred inflows of resources*. This separate financial statement element, deferred inflows of resources, represents an acquisition of net position that applies to a future period(s) and so will not be recognized as an inflow of resources (revenue) until that time. The government has only one type of item, which arises only under a modified accrual basis of accounting that qualifies for reporting in this category. Accordingly, the item, *unavailable revenue*, is reported only in the governmental funds balance sheet. The governmental funds report unavailable revenues from property taxes and fines and forfeitures. These amounts are deferred and recognized as an inflow of resources in the period that the amounts become available. Deferred inflows of resources can also occur at the government wide level due to differences between investment gains and losses realized on pension investments compared to assumption used within the pension actuarial valuation model.

7. Net Position Flow Assumption

Sometimes the government will fund outlays for a particular purpose from both restricted (e.g., restricted bond or grant proceeds) and unrestricted resources. In order to calculate the amounts to report as restricted – net position and unrestricted – net position in the government-wide and proprietary fund financial statements, a flow assumption must be made about the order in which the resources are considered to be applied. It is the

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government's policy to consider restricted – net position to have been depleted before unrestricted – net position is applied.

8. Fund Balance Flow Assumptions

Sometimes the government will fund outlays for a particular purpose from both restricted and unrestricted resources (the total of committed, assigned, and unassigned fund balance). In order to calculate the amounts to report as restricted, committed, assigned, and unassigned fund balance in the governmental fund financial statements a flow assumption must be made about the order in which the resources are considered to be applied. It is the government's policy to consider restricted fund balance to have been depleted before using any of the components of unrestricted fund balance. Further, when the components of unrestricted fund balance can be used for the same purpose, committed fund balance is depleted first, followed by assigned fund balance. Unassigned fund balance is applied last.

9. Fund Balance Policies

Fund balance of governmental funds is reported in various categories based on the nature of any limitations requiring the use of resources for specific purposes. The government itself can establish limitations on the use of resources through the following spending constraints:

- Nonspendable fund balance – amounts that are not in spendable form (such as inventory) or are required to be maintained intact.

- Restricted fund balance – amounts constrained to specific purposes by their providers (such as grantors, bondholders, and higher levels of government), through constitutional provisions, or by enabling legislation.

- Committed fund balance – amounts constrained to specific purposes by the City itself, using its highest level of decision-making authority (i.e. City Council). To be reported as committed, amounts cannot be used for any other purpose unless the City takes the same highest level action to remove or change the constraint.

- Assigned fund balance – amounts the City intends to use for a specific purpose. Intent can be expressed by City Council or by an official or body to which the Council delegates the authority.

- Unassigned fund balance – amounts that are available for any purpose. Positive amounts are reported only in the general fund.

The committed fund balance classification includes amounts that can be used only for the specific purposes determined by a formal action of the government's highest level of decision-making authority. The governing council is the highest level of decision-making

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authority for the government that can, by adoption of an ordinance prior to the end of the fiscal year, commit fund balance. Once adopted, the limitation imposed by the ordinance remains in place until a similar action is taken (the adoption of another ordinance) to remove or revise the limitation.

Amounts in the assigned fund balance classification are intended to be used by the government for specific purposes but do not meet the criteria to be classified as committed. The governing body (council) has by resolution authorized the finance director to assign fund balance. The council may also assign fund balance as it does when appropriating fund balance to cover a gap between estimated revenue and appropriations in the subsequent year's appropriated budget. Unlike commitments, assignments generally only exist temporarily. In other words, an additional action does not normally have to be taken for the removal of an assignment. Conversely, as discussed above, an additional action is essential to either remove or revise a commitment.

10. Long-Term Obligations

In the government-wide financial statements, long-term debt and other long-term obligations are reported as liabilities in the applicable governmental activities statement of net position. The long-term debt consists primarily of bonds payable and accrued compensated absences.

Long-term debt for governmental funds is not reported as liabilities in the fund financial statements until due. The debt proceeds are reported as other financing sources, net of the applicable premium or discount and payments of principal and interest reported as expenditures. In the governmental fund types, issuance costs, even if withheld from the actual net proceeds received, are reported as debt service expenditures. However, claims and judgments paid from governmental funds are reported as a liability in the fund financial statements only for the portion expected to be financed from expendable available financial resources.

Long-term debt and other obligations, financed by proprietary funds, are reported as liabilities in the appropriate funds. For proprietary fund types, bond premiums, discounts and issuance costs are deferred and amortized over the life of the bonds using the effective interest method, if material. Bonds payable are reported net of the applicable bond premium or discount. Issuance costs are expensed as incurred.

Assets acquired under the terms of capital leases are recorded as liabilities and capitalized in the government-wide financial statements at the present value of net minimum lease payments at inception of the lease. In the year of acquisition, capital lease transactions are recorded as other financing sources and as capital outlay expenditures in the general fund. Lease payments representing both principal and interest are recorded as expenditures in the

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general fund upon payment with an appropriate reduction of principal recorded in the government-wide financial statements.

11. Estimates

The preparation of financial statements, in conformity with generally accepted accounting principles, requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenditures/expenses during the reporting period. Actual results could differ from those estimates.

12. Pensions

For purposes of measuring the net pension liability (asset), deferred outflows of resources and deferred inflows of resources related to pensions, and pension expense, information about the Fiduciary Net Position of the Texas Municipal Retirement System (TMRS) and additions to/deductions from TMRS's Fiduciary Net Position have been determined on the same basis as they are reported by TMRS. For this purpose, plan contributions are recognized in the period that compensation is reported for the employee, which is when contributions are legally due. Benefit payments and refunds are recognized when due and payable in accordance with the benefit terms. Investments are reported at fair value.

13. Other Postemployment Benefits ("OPEB")

The City has implemented GASB Statement No. 75, Accounting and Financial Reporting for Postemployment Benefits Other Than Pensions. This statement applies to the individual employers (TMRS cities) in the TMRS Supplemental Death Benefits (SDB) plan, with retiree coverage. The TMRS SDBF covers both active and retiree benefits with no segregation of assets, and therefore doesn't meet the definition of a trust under GASB No. 75 (i.e., no assets are accumulated for OPEB) as such the SDBF is considered to be an unfunded OPEB plan. For purposes of reporting under GASB 75, the retiree portion of the SDBF is not considered a cost sharing plan and is instead considered a single employer, defined benefit OPEB plan. The death benefit for active employees provides a lump-sum payment approximately equal to the employee's annual salary, calculated based on the employee's actual earnings on which TMRS deposits are made, for the 12-month period preceding the month of death. The death benefit amount for retirees is $7,500. GASB No. 75 requires the liability of employers and nonemployer contributing entities to employees for defined benefit OPEB (net OPEB liability) to be measured as the portion of the present value of projected benefit payments to be provided to current active and inactive employees that is attributed to those employees' past periods of service (total OPEB liability), less the amount of the OPEB plan's fiduciary net position.

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II. RECONCILIATION OF GOVERNMENT-WIDE AND FUND FINANCIAL STATEMENTS

A. Explanation of certain differences between the governmental fund balance sheet and the government-wide statement of net position.

The governmental fund balance sheet includes reconciliation between *fund balance-total governmental funds* and *net position-governmental activities* as reported in the government-wide statement of net position. One element of that reconciliation explains that long-term liabilities, including bonds, are not due and payable in the current period and, therefore, are not reported in the funds.

B. Explanation of certain differences between the governmental fund statement of revenues, expenditures, and changes in fund balances and the government-wide statement of activities.

The governmental fund statement of revenues, expenditures, and changes in fund balances includes a reconciliation between net changes in fund balances – total governmental funds and changes in net position of governmental states that, "the issuance of long-term debt (e.g., bonds) provides current financial resources to governmental funds, while the repayment of the principal of long-term debt consumes the current financial resources of governmental funds. Also, governmental funds report the effect of premiums, discounts, and similar items when debt is first issued, whereas these amounts are deferred and amortized in the statement of activities."

III. STEWARDSHIP, COMPLIANCE, AND ACCOUNTABILITY

Annual budgets are adopted on a basis consistent with generally accepted accounting principles (GAAP) for the general, debt service, special revenue, and utility funds. The original budget is adopted by the City Council prior to the beginning of the year. The legal level of control as defined by the City Charter is the function level. No funds can be transferred or added to a budgeted item without Council approval. Appropriations lapse at the end of the year. Several supplemental budget appropriations were made during the year.

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A. Expenditures Over Appropriations

For the year ended September 30, 2021, expenditures exceeded appropriations at the legal level of control as follows:

General Fund:		
Public safety	$	9,803
Public works		1,401
Cultural and recreation		463

B. Deficit Fund Equity

The recreation sports program and road maintenance fund had a deficit fund balance of $49,809 and $16,189, respectively, as of September 30, 2021. These deficits will be replenished in the subsequent periods from the general fund.

V. DETAILED NOTES ON ALL FUNDS

A. Deposits and Investments

As stated in I.D.1., the City's cash and cash equivalents are considered to be cash on hand, demand deposits and short-term investments with original maturities of three months or less from the date of acquisition. The City's investments in 2a7-like pools such as TexPool are included in this category. Although the City's investments in TexPool and LOGIC are available for immediate withdrawal, disclosure of the pool's weighted average maturity and bond rating are required.

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As of September 30, 2021, the primary government had the following investments:

Investment Type	Carrying Value	Weighted Average Maturity (Years)	Credit Rating
External investment pools			
TexPool	$ 359,896	0.15	AAAm
LOGIC	277,426	0.16	AAAm
Certificates of deposit	246,000	0.87	N/A
Total value	$ 883,322		

The City's fiduciary fund complies with the City's investment policy. As of September 30, 2021, the fiduciary fund had the following investments:

Investment Type	Carrying Value	Weighted Average Maturity (Years)
Certificates of deposit	$ 662,730	1.03
Total value	$ 662,730	

Interest rate risk In accordance with its investment policy, the City manages its exposure to declines in fair values by limiting the weighted average of maturity not to exceed one year; structuring the investment portfolio so that securities mature to meet cash requirements for ongoing operations; monitoring credit ratings of portfolio position to assure compliance with rating requirements imposed by the Public Funds Investment Act; and invest operating funds primarily in short-term securities or similar government investment pools.

Credit risk – The City's investment policy limits investments to obligations of the United States, State of Texas, or their agencies and instrumentalities with an investment quality rating of not less than "A" or its equivalent, by a nationally recognized investment rating firm. Other obligations must be unconditionally guaranteed (either express or implied) by the full faith and credit of the United States Government or the issuing U.S. agency and investment pools with an investment quality not less than AAA or AAA-m, or equivalent, by at least one nationally recognized rating service. As of September 30, 2021, the City's investment in TexPool was rated AAAm by Standard & Poor's.

Custodial credit risk – deposits In the case of deposits, this is the risk that in the event of a bank failure, the City's deposits may not be returned to it. State statutes require that all deposits in financial institutions be insured or fully collateralized by U.S. government obligations or its agencies and instrumentalities or direct obligations of Texas or its agencies and instrumentalities that have a market value of not less than the principal amount of the deposits. The City maintains its cash balances at two financial institutions. As of September

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30, 2021, the market values of pledged securities and FDIC exceeded bank balances at the City's primary bank. The bank balance of the secondary account exceeds FDIC coverage by $2,605 with no additional pledged securities.

Custodial credit risk – investments For an investment, this is the risk that, in the event of the failure of the counterparty, the City will not be able to recover the value of its investments or collateral securities that are in the possession of an outside party. The City's investment policy requires that it will seek to safekeeping securities at financial institutions, avoiding physical possession. Further, all trades, where applicable, are executed by delivery versus payment to ensure that securities are deposited in the City's safekeeping account prior to the release of funds.

TexPool

TexPool was established as a trust company with the Treasurer of the State of Texas as trustee, segregated from all other trustees, investments, and activities of the trust company. The State Comptroller of Public Accounts exercises oversight responsibility over TexPool. Oversight includes the ability to significantly influence operations, designation of management, and accountability for fiscal matters. Additionally, the State Comptroller has established an advisory board composed of both participants in TexPool and other persons who do not have a business relationship with TexPool. The advisory board members review the investment policy and management fee structure. Finally, Standard & Poor's rate TexPool AAAm. As a requirement to maintain the rating, weekly portfolio information must be submitted to Standard & Poor's, as well as to the office of the Comptroller of Public Accounts for review. At September 30, 2021, the fair value of the position in TexPool approximates fair value of the shares. There were no limitations or restrictions on withdrawals.

LOGIC

The Local Government Investment Cooperative ("LOGIC") is a local government investment pool organized under the authority of the Interlocal Cooperation Act, Chapter 791, Texas Government Code, and the Public Funds Investment Act, Chapter 2256, Texas Government Code. LOGIC was created by contract among its participating governmental units and is governed by a board of directors. JPMorgan Fleming Asset Management (USA), Inc. and First Southwest Asset Management, Inc. act as co-administrators, providing investment management services, participant services, and marketing, respectively. JPMorgan Chase Bank and/or its subsidiary, J.P. Morgan Investor Services, Inc., provide custodial, transfer agency, fund accounting, and depository services.

LOGIC operate in a manner consistent with the SEC's Rule 2a7 of the Investment Company Act of 1940. LOGIC uses the amortized cost valuation technique, which generally approximates the market value of the assets, has been deemed to be a proxy for fair value.

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Accordingly, the fair value of the position in LOGIC are the same as the value of LOGIC shares. There were no limitations or restrictions on withdrawals.

B. Receivables

The following comprise receivable balances of the primary government at year end:

	General	Nonmajor Governmental	Water, Sewer, & Garbage	Total
Taxes				
Property taxes	$ 101,334	$ 15,461	$ -	$ 116,795
Sales taxes	96,393	-	-	96,393
Franchise taxes	26,688	-	-	26,688
Accounts	3,693	2,794	599,071	605,558
Less allowance for uncollectibles	-	-	(219,580)	(219,580)
Total	$ 228,108	$ 18,255	$ 379,491	$ 625,854

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C. Capital Assets

A summary of changes in governmental activities capital assets for the year end was as follows:

	Beginning Balances	Increases	Decreases/ Reclassifications	Ending Balances
Capital assets, not being depreciated:				
Land	$ 225,065	$ -	$ -	$ 225,065
Total capital assets not being depreciated	225,065	-	-	225,065
Capital assets, being depreciated:				
Buildings and improvements	6,526,856	15,120	-	6,541,976
Furniture and equipment	5,516,179	29,133	-	5,545,312
Infrastructure	3,340,190	26,584	-	3,366,774
Total capital assets being depreciated	15,383,225	70,837	-	15,454,062
Less accumulated depreciation				
Buildings and improvements	(5,012,111)	(232,013)	-	(5,244,124)
Furniture and equipment	(4,160,307)	(176,975)	-	(4,337,282)
Infrastructure	(1,050,538)	(168,228)	-	(1,218,766)
Total accumulated depreciation	(10,222,956)	(577,216)	-	(10,800,172)
Net capital assets being depreciated	5,160,269	(506,379)	-	4,653,890
Total Capital Assets	$ 5,385,334	$ (506,379)	$ -	$ 4,878,955

Depreciation was charged to governmental functions as follows:

General government	$ 5,349
Public safety	50,043
Public works	192,351
Culture and recreation	163,985
Golf course	165,488
Total Governmental Activities Depreciation Expense	$ 577,216

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A summary of changes in business-type activities capital assets for the year end was as follows:

	Beginning Balances	Increases	Decreases/ Reclassifications	Ending Balances
Capital assets, not being depreciated:				
Land	$ 4,772	$ -	$ -	$ 4,772
Total capital assets not being depreciated	4,772	-	-	4,772
Capital assets, being depreciated:				
Buildings and improvements	545,434	54,500	-	599,934
Furniture and equipment	504,712	92,275	-	596,987
Utility systems and structures	17,049,053	165,173	-	17,214,226
Total capital assets being depreciated	18,099,199	311,948	-	18,411,147
Less accumulated depreciation				
Buildings and improvements	(307,533)	(47,183)	-	(354,716)
Furniture and equipment	(208,402)	(87,896)	-	(296,298)
Utility systems and structures	(10,826,781)	(501,629)	-	(11,328,410)
Total accumulated depreciation	(11,342,716)	(636,708)	-	(11,979,424)
Net capital assets being depreciated	6,756,483	(324,760)	-	6,431,723
Total Capital Assets	$ 6,761,255	$ (324,760)	$ -	$ 6,436,495

Depreciation was charged to business-type functions as follows:

Water, sewer and garbage	$ 636,708
Total Business-Type Activities Depreciation Expense	$ 636,708

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D. Long-term Debt

The following is a summary of changes in the City's total governmental long-term liabilities for the year ended. In general, the City uses the debt service fund to liquidate governmental long-term liabilities.

	Beginning Balance	Additions	Reductions	Ending Balance	Amounts Due Within One Year
Governmental Activities:					
Combination Tax and					
GO Refunding Bonds	$ 1,930,000	$ -	$ (85,000)	$ 1,845,000	$ 85,000
Premium	90,183	-	(5,125)	85,058	-
Total Bonds Payable	2,020,183	-	(90,125)	1,930,058	85,000
Due to State	576,697	-	(38,776)	537,921	67,569
Note payable	-	225,000	-	225,000	22,978
Capital leases	137,630	-	(35,630)	102,000	30,687
Total Governmental Activities	$ 2,734,510	$ 225,000	$ (164,531)	$ 2,794,979	$ 206,234
Long-term Liabilities Due in More than One Year				$ 2,588,745	
Business-Type Activities:					
GO Refunding Bonds	$ 2,305,000	$ -	$ (185,000)	$ 2,120,000	$ 190,000
Premium	418,047	-	(41,805)	376,242	-
Total Bonds Payable	2,723,047	-	(226,805)	2,496,242	190,000
Notes payable	81,528	-	(48,531)	32,997	32,997
Capital lease	15,362	-	(15,362)	-	-
Total Business-Type Activities	$ 2,819,937	$ -	$ (290,698)	$ 2,529,239	$ 222,997
Long-term Liabilities Due in More than One Year				$ 2,306,242	

Long-term liabilities applicable to the City's governmental activities are not due and payable in the current period and accordingly, are not reported as fund liabilities in the governmental funds. Interest on long-term debt is not accrued in governmental funds, but rather is recognized as an expenditure when due. In addition, capital leases are secured by the underlying asset. In the event of default, the lender may demand immediate payment or take possession of the asset. As of September 30, 2021, the total net carrying value of the capital lease assets for governmental activities were fully depreciated.

On October 10, 2019, the City issued a General Obligation Refunding Bond in the amount of $2,490,000 to pay off the 2010 Tax and Utility System Certificates of Obligation in the amount of $2,830,000. The series 2019 General Obligation Refunding Bond has an interest rate of 5% and a maturity date of February 15, 2030.

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On January 14, 2020, the City issued $1,955,000 worth of General Obligation Refunding Bonds, Series 2020 to pay off the 2012 Tax and Revenue CO Bonds in the amount of $2,005,000. The refunding bonds has an interest rate of 5% and a maturity date of February 15, 2037.

On June 25, 2021 the City authorized a State Infrastructure Bank loan with the Texas Transportation Commission, Department of Transportation of the State of Texas, in the amount of $225,000. The loan has a term of 10 years with an interest rate of 0% the first three years and 0.76% the remaining seven years. The loan was issued as a required participation by the City of Diboll in the cost of construction of the US 59 relief route (future I-69) project.

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City of Diboll, Texas

NOTES TO FINANCIAL STATEMENTS, Continued

September 30, 2021

Long-term debt at year end was comprised of the following debt issues:

	Governmental Activities	Business - Type Activities
General Obligation Refunding Bonds		
$2,490,000 General Obligation Refunding Bonds Series 2019, due in annual installments through 2030, interest at 5%	$ -	$ 2,120,000
$1,955,000 General Obligation Refunding Bonds, Series 2020, due in annual installments through 2037, interest at 5%	$ 1,845,000	$ -
Total General Obligation Refunding Bonds	$ 1,845,000	$ 2,120,000
Due to State:		
$781,121 sales and use taxes repayment due in installments through 2036, no interest.	$ 537,921	$ -
Total Due to State	$ 537,921	$ -
Notes Payable:		
$109,922 note payable for water and sewer equipment, due in installments of $1,975 plus interest at 3% through 2021.	$ -	$ 32,997
Total Notes Payable	$ -	$ 32,997
Loan payable		
$225,000 SIB Loan due in installments through 2031, interest at 0% to 0.76%.	$ 225,000	$ -
Total Loan Payable	$ 225,000	$ -
Capital Leases Payable:		
$309,963 Capital lease payable for a fire truck, due in installments through 2024, interest at 3.64%	$ 102,000	$ -
Total Capital Leases Payable	$ 102,000	$ -

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The annual requirements to amortize long-term debt outstanding at year ending were as follows:

General Obligation Refunding Bonds

	Governmental Activities	
	Principal	**Interest**
2022	$ 85,000	$ 54,519
2023	95,000	50,019
2024	100,000	45,144
2025	95,000	40,269
2026	100,000	35,394
2027	105,000	30,269
2028	110,000	26,544
2029	115,000	24,294
2030	120,000	21,944
2031	125,000	19,494
2032	125,000	16,916
2033	130,000	14,206
2034	130,000	11,281
2035	135,000	8,134
2036	135,000	4,928
2037	140,000	1,662
Total	$ 1,845,000	$ 405,017

General Obligation Refunding Bonds

	Business- Type Activities	
	Principal	**Interest**
2022	$ 190,000	$ 101,250
2023	200,000	91,500
2024	210,000	81,250
2025	225,000	70,375
2026	235,000	58,875
2027	245,000	46,875
2028	260,000	342
2029	270,000	21,000
2030	285,000	7,125
Total	$ 2,120,000	$ 478,592

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Notes Payable

	Governmental Activities		
	Principal	Interest	Total
2022	$ 22,978	$ -	$ 22,978
2023	22,978	-	22,978
2024	22,978	-	22,978
2025	21,792	1,186	22,978
2026	21,958	1,020	22,978
2027	22,124	854	22,978
2028	22,293	685	22,978
2029	22,462	516	22,978
2030	22,633	345	22,978
2031	22,804	173	22,977
Total	$ 22,804	$ 173	$ 22,977

	Business-type Activities		
	Principal	Interest	Total
2022	$ 32,997	$ -	$ 32,997
Total	$ 32,997	$ -	$ 32,997

Capital Leases Payable

Year ending September 30,	Governmental Activities		
	Principal	Interest	Total
2022	$ 30,687	$ 3,265	$ 33,952
2023	35,010	2,016	37,026
2024	36,303	720	37,023
Total	$ 102,000	$ 6,001	$ 108,001

Sales Tax Overpayment Due to State

Year ending September 30,	Governmental Activities		
	Principal	Interest	Total
2022	$ 67,569	$ -	$ 67,569
2023	35,520	-	35,520
2024	35,520	-	35,520
2025	35,520	-	35,520
2026	35,520	-	35,520
2027 - 2031	177,600	-	177,600
2031 - 2036	150,672	-	150,672
	$ 537,921	$ -	$ 470,352

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E. Other Long-term Liabilities

The following is a summary of changes in the City's other long-term liabilities for the year ended. The general fund normally liquidates compensated absences for all governmental funds.

	Beginning Balance	Additions	Reductions	Ending Balance	Amounts Due Within One Year
Governmental Activities:					
Compensated Absences	$ 17,533	$ 1,963	$ (5,257)	$ 14,239	$ 12,815
Total Governmental Activities	$ 17,533	$ 1,963	$ (5,257)	$ 14,239	$ 12,815
Other Long-term Liabilities Due in More than One Year				$ 1,424	

F. Interfund Receivables and Payables

The composition of interfund balances as of September 30, 2021, is as follows:

	Due To (Payable Fund):		
Due From (Receiving Fund):	**Fiduciary Endowment**	**Nonmajor Governmental**	**Total**
General	$ 38,214	$ 68,008	106,222
Nonmajor governmental	-	5,321	5,321
Total	$ 38,214	$ 73,329	$ 111,543

Amounts recorded as due to/due from are considered to be temporary loans and will be repaid during the following year.

G. Interfund Transactions

Transfers between the primary government funds during the year were as follows:

	Transfer In:	
Transfer Out:	**Nonmajor Governmental**	**Total**
Nonmajor governmental	$ 14,000	$ 14,000
Total	$ 14,000	$ 14,000

Amounts transferred between funds relate to amounts collected by the governmental and enterprise funds for various capital expenditures and principal and interest payments. In addition, the City refunded debt previously held by the water, sewer and garbage fund with refunding bonds to be paid for by annual ad valorem taxes. Accordingly, the debt balance was transferred from the business-type activities to the governmental activities.

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H. Fund Equity

The City records restricted net position / fund balance to indicate that a portion is legally restricted for a specific future use.

The following is a list of restricted net position / fund balance of the City:

	Governmental Activities	
Restricted for:		
Debt service	$ 132,228	
Public equipment	115,277	*
Municipal court	71,272	
Special revenue	188,336	
Tourism	84,007	
Public education	64,585	
Total Restricted	$ 655,705	

*Restricted by enabling legislation

V. OTHER INFORMATION

A. Risk Management

The City is exposed to various risks of loss related to torts; theft of, damage to and destruction of assets, errors and omissions; and natural disasters for which the City participates along with over 2,800 other entities in the Texas Municipal League's Intergovernmental Risk Pools. The Pool purchases commercial insurance at group rates for participants in the Pool. The City has no additional risk or responsibility to the Pool outside of the payment of insurance premiums. The City has not significantly reduced insurance coverage or had settlements which exceeded coverage amounts for the past three years.

B. Contingent Liabilities

Amounts received or receivable from granting agencies are subject to audit and adjustment by grantor agencies, principally the federal government. Any disallowed claims, including amounts already collected, may constitute a liability of the applicable funds. The amounts of expenditures which may be disallowed by the grantor cannot be determined at this time although the City expects such amounts, if any, to be immaterial.

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GASB 62 defines probability of loss contingencies as the following:

Probable. The future event or events are likely to occur.
Reasonably possible. The chance of the future event or events occurring is more than remote but less than likely.
Remote. The chance of the future event or events occurring is slight.

Liabilities are recorded when it is probable that a loss has occurred and the amount of the loss can be reasonably estimated. Liabilities include an amount for claims that have been incurred but not reported. Claim liabilities are calculated considering the effects of inflation, recent claim settlement trends, including frequency and amount of payouts, and other economic and social factors.

The City is a defendant in a lawsuit. Although the outcome of the lawsuit is not presently determinable, in the case the plaintiff was to prevail on their claims, they may be entitled to injunctive relief and attorney fees, which could range from $45,000 to $80,000 through trial.

C. Arbitrage

The Tax Reform Act of 1986 instituted certain arbitrage consisting of complex regulations with respect to issuance of tax-exempt bonds after August 31, 1986. Arbitrage regulations deal with the investment of tax-exempt bond proceeds at an interest yield greater than the interest yield paid to bondholders. Generally, all interest paid to bondholders can be retroactively rendered taxable if applicable rebates are not reported and paid to the Internal Revenue Service at least every five years for applicable bond issues. Accordingly, there is the risk that if such calculations are not performed correctly, a substantial liability to the City could result. The City does anticipate that it will have an arbitrage liability and performs annual calculations to estimate this potential liability. The City will also engage an arbitrage consultant to perform the calculations in accordance with Internal Revenue Service's rules and regulations if indicated.

D. Pension Plans

Texas Municipal Retirement System

1. Plan Description

The City of Diboll, Texas participates as one of 895 plans in the nontraditional, joint contributory, hybrid defined benefit pension plan administered by the Texas Municipal Retirement System (TMRS). TMRS is an agency created by the State of Texas and administered in accordance with the TMRS Act, Subtitle G, Title 8, Texas Government Code (the TMRS Act) as an agent multiple-employer retirement system for municipal employees in the State of Texas. The TMRS Act places the general administration and management of

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the System with a six-member Board of Trustees. Although the Governor, with the advice and consent of the Senate, appoints the Board, TMRS is not fiscally dependent on the State of Texas. TMRS's defined benefit pension plan is a tax-qualified plan under Section 401 (a) of the Internal Revenue Code. TMRS issues a publicly available comprehensive annual financial report (CAFR) that can be obtained at www.tmrs.com.

All eligible employees of the city are required to participate in TMRS.

2. Benefits Provided

TMRS provides retirement, disability, and death benefits. Benefit provisions are adopted by the governing body of the city, within the options available in the state statutes governing TMRS.

At retirement, the benefit is calculated as if the sum of the employee's contributions, with interest, and the city-financed monetary credits with interest were used to purchase an annuity. Members may choose to receive their retirement benefit in one of seven payments options. Members may also choose to receive a portion of their benefit as a Partial Lump Sum Distribution in an amount equal to 12, 24, or 36 monthly payments, which cannot exceed 75% of the member's deposits and interest.

The plan provisions are adopted by the governing body of the City, within the options available in the state statutes governing TMRS. Plan provisions for the City were as follows:

	Plan Year 2019	Plan Year 2020
Employee deposit rate	7%	7%
Matching ratio (city to employee)	2 to 1	2 to 1
Years required for vesting	5	5
Service retirement eligibility (expressed as age / years of service)	60/5, 0/20	60/5, 0/20
Updated service credit	100% Repeating Transfers	100% Repeating Transfers
Annuity increase (to retirees)	70% of CPI	70% of CPI

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Employees covered by benefit terms

At the December 31, 2020 valuation and measurement date, the following employees were covered by the benefit terms:

Inactive employees or beneficiaries currently receiving benefits	44
Inactive employees entitled to but not yet receiving benefits	39
Active employees	38
Total	**121**

3. Contributions

The contribution rates for employees in TMRS are either 5%, 6%, or 7% of employee gross earnings, and the City matching percentages are either 100%, 150%, or 200%, both as adopted by the governing body of the City. Under the state law governing TMRS, the contribution rate for each city is determined annually by the actuary, using the Entry Age Normal (EAN) actuarial cost method. The actuarially determined rate is the estimated amount necessary to finance the cost of benefits earned by employees during the year, with an additional amount to finance any unfunded accrued liability.

Employees for the City of Diboll, Texas were required to contribute 7% of their annual gross earnings during the fiscal year. The contribution rates for the City of Diboll, Texas were 14.67% and 15.36% in calendar years 2020 and 2021, respectively. The City's contributions to TMRS for the year ended September 30, 2021, were $255,347, and were equal to the required contributions.

4. Net Pension Liability (Asset)

The City's Net Pension Liability (Asset) was measured as of December 31, 2020, and the Total Pension Liability (TPL) used to calculate the Net Pension Liability (Asset) was determined by an actuarial valuation as of that date.

Actuarial assumptions

The Total Pension Liability in the December 31, 2020 actuarial valuation was determined using the following actuarial assumptions:

Inflation	2.5% per year
Overall payroll growth	2.75% per year
Investment Rate of Return	6.75% net of pension plan investment expense, including inflation

Salary increases are based on a service-related table. Mortality rates for active members are based on the PUB(10) mortality tables with the Public Safety table used for males and the General Employee table used for females. Mortality rates for healthy retirees and beneficiaries are based

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on the Gender-distinct 2019 Municipal Retirees of Texas mortality tables. The rates for actives, healthy retirees and beneficiaries are projected on a fully generational basis by Scale UMP to account for future mortality improvements. For disabled annuitants, the same mortality tables for healthy retirees is used with a 4-year set-forward for males and a 3-year set-forward for females. In addition, a 3.5% and 3.0% minimum 16 mortality rate is applied, for males and females respectively, to reflect the impairment for younger members who become disabled. The rates are projected on a fully generational basis by Scale UMP to account for future mortality improvements subject to the floor.

The actuarial assumptions were developed primarily from the actuarial investigation of the experience of TMRS over the four-year period from December 31, 2014 to December 31, 2018. They were adopted in 2019 and first used in the December 31, 2019 actuarial valuation. The post-retirement mortality assumption for Annuity Purchase Rates (APRs) is based on the Mortality Experience Investigation Study covering 2009 through 2011 and dated December 31, 2013. Plan assets are managed on a total return basis with an emphasis on both capital appreciation as well as the production of income in order to satisfy the short-term and long-term funding needs of TMRS.

The long-term expected rate of return on pension plan investments was determined using a building-block method in which best estimate ranges of expected future real rates of return (expected returns, net of pension plan investment expense and inflation) are developed for each major asset class. These ranges are combined to produce the long-term expected rate of return by weighting the expected future real rates of return by the target asset allocation percentage and by adding expected inflation. In determining their best estimate of a recommended investment return assumption under the various alternative asset allocation portfolios, GRS focused on the area between (1) arithmetic mean (aggressive) without an adjustment for time (conservative) and (2) the geometric mean (conservative) with an adjustment for time (aggressive). The target allocation and best estimates of real rates of return for each major asset class in fiscal year 2021 are summarized in the following table:

Asset Class	Target Allocation	Long-Term Expected Real Rate of Return (Arithmetic)
Global Equity	30.0%	5.30%
Core Fixed Income	10.0%	1.25%
Non-Core Fixed Income	20.0%	4.14%
Real Return	10.0%	3.85%
Real Estate	10.0%	4.00%
Absolute Return	10.0%	3.48%
Private Equity	10.0%	7.75%
Total	100.0%	

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Discount Rate

The discount rate used to measure the Total Pension Liability was 6.75%. The projection of cash flows used to determine the discount rate assumed that employee and employer contributions will be made at the rates specified in statute. Based on that assumption, the pension plan's Fiduciary Net Position was projected to be available to make all projected future benefit payments of current active and inactive employees. Therefore, the long-term expected rate of return on pension plan investments was applied to all periods of projected benefit payments to determine the Total Pension Liability.

Sensitivity of the Net Pension Liability (Asset) to Changes in the Discount Rate

The following presents the net pension liability of the City, calculated using the discount rate of 6.75%, as well as what the City's net pension liability (asset) would be if it were calculated using a discount rate that is 1-percentage-point lower (5.75%) or 1-percentage-point higher (7.75%) than the current rate:

1% Decrease 5.75%	Current Single Rate Assumption 6.75%	1% Increase 7.75%
$ 2,472,097	$ 710,156	$ (720,138)

Changes in the Net Pension Liability (Asset)

	Total Pension Liability (a)	Plan Fiduciary Net Position (b)	Net Pension Liability (a) – (b)
Balance at 12/31/19	**$** 11,566,423	**$** 10,637,045	**$** 929,378
Changes for the year:			
Service cost	310,995	-	310,995
Interest	772,170	-	772,170
Difference between expected and actual experience	(111,640)	-	(111,640)
Changes of assumptions	-	-	-
Contributions – employer	-	263,550	(263,550)
Contributions – employee	-	125,763	(125,763)
Net investment income	-	806,863	(806,863)
Benefit payments, including refunds of emp. contributions	(564,737)	(564,737)	-
Administrative expense	-	(5,225)	5,225
Other changes	-	(204)	204
Net changes	406,788	626,010	(219,222)
Balance at 12/31/20	**$** 11,973,211	**$** 11,263,055	**$** 710,156

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Pension Plan Fiduciary Net Position

Detailed information about the pension plan's Fiduciary Net Position is available in a separately-issued TMRS financial report. That report may be obtained on the internet at www.tmrs.com.

5. Pension Expense and Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions

For the year ended September 30, 2021, the City recognized pension income of $22,896.

At September 30, 2021, the City reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

	Deferred Outflows of Resources	Deferred (Inflows) of Resources
Difference between projected and investment earnings	$ -	$ (302,302)
Differences between expected and actual economic experience	-	(100,210)
Changes in actuarial assumptions	8,840	-
Contributions subsequent to the measurement date	182,807	-
Total	$ 191,647	$ (402,512)

The City reported $182,807 as deferred outflows of resources related to pensions resulting from contributions subsequent to the measurement date that will be recognized as a reduction of the net pension liability for the year ending September 30, 2022. Other amounts reported as deferred outflows and inflows of resources related to pensions will be recognized in pension expense as follows:

Year ended December 31:	
2021	$ (170,625)
2022	(22,433)
2023	(182,844)
2024	(17,770)
2025	-
Thereafter	-
	$ (393,672)

Other Postemployment Benefits

The City also participates in the cost sharing multiple-employer defined benefit group-term life insurance plan operated by the Texas Municipal Retirement System (TMRS) known as the Supplemental Death Benefits Fund (SDBF). The City elected, by ordinance, to provide group-

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term life insurance coverage to both current and retired employees. The City may terminate coverage under and discontinue participation in the SDBF by adopting an ordinance before November 1 of any year to be effective the following January 1.

The death benefit for active employees provides a lump-sum payment approximately equal to the employee's annual salary (calculated based on the employee's actual earnings, for the 12-month period preceding the month of death); retired employees are insured for $7,500; this coverage is an "other postemployment benefit," or OPEB.

The City contributes to the SDBF at a contractually required rate as determined by an annual actuarial valuation. The rate is equal to the cost of providing one-year term life insurance. The funding policy for the SDBF program is to assure that adequate resources are available to meet all death benefit payments for the upcoming year; the intent is not to pre-fund retiree term life insurance during employees' entire careers.

Employees covered by benefit terms

At the December 31, 2020 valuation and measurement date, the following employees were covered by the benefit terms:

Inactive employees or beneficiaries currently receiving benefits	27
Inactive employees entitled to but not yet receiving benefits	8
Active employees	38
Total	73

The City's retiree contribution rates to the TMRS SDBF for the years ended 2021, 2020 and 2019 were $3,133, $1,369, and $1,262, respectively, which equaled the required contributions each year.

Plan/ Calendar Year	Annual Required Contribution (Rate)	Actual Contribution Made (Rate)	Percentage of ARC Contributed
2019	0.08%	0.08%	100.0%
2020	0.08%	0.08%	100.0%
2021	0.23%	0.23%	100.0%

Total OPEB Liability

The City's Postemployment Benefits Other Than Pensions Liability (OPEB) was measured as of December 31, 2020, and the Total OPEB Liability was determined by an actuarial valuation as of that date.

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Actuarial assumptions:

The Total OPEB Liability in the December 31, 2020 actuarial valuation was determined using the following actuarial assumptions:

Inflation	2.5% per year
Overall payroll growth	3.5% to 11.5%, including inflation per year
Discount rate	2.00%
Retirees' share of benefit-related costs	$0
Administrative expenses	All administrative expenses are paid through the Pension Trust and accounted for under reporting requirements under GASB Statement No. 68

Salary increases were based on a service-related table. Mortality rates for active members, retirees, and beneficiaries were based on the gender-distinct RP2000 Combined Healthy Mortality Tables with Blue Collar Adjustment, with male rates multiplied by 109% and female rates multiplied by 103%. The rates are projected on a fully generational basis by scale BB to account for future mortality improvements. For disabled annuitants, the gender-distinct RP2000 Combined Healthy Mortality Tables with Blue Collar Adjustment are used with males rates multiplied by 109% and female rates multiplied by 103% with a 3-year set-forward for both males and females. In addition, a 3% minimum mortality rate is applied to reflect the impairment for younger members who become disabled. The rates are projected on a fully generational basis by scale BB to account for future mortality improvements subject to the 3% floor.

Discount Rate:

The discount rate used to measure the Total OPEB Liability was 2.00%. The discount rate was based on the Fidelity Index's "20-Year Municipal GO AA Index" rate as of December 31, 2020.

Sensitivity of the Total OPEB Liability to Changes in the Discount Rate

The following presents the total OPEB liability of the City, calculated using the discount rate of 2.00%, as well as what the City's total OPEB liability would be if it were calculated using a discount rate that is 1-percentage-point lower (1.00%) or 1-percentage-point higher (3.00%) than the current rate:

1% Decrease (1.00%)	Current Single Rate Assumption 2.00%	1% Increase (3.00%)
$ 250,122	$ 204,643	$ 169,569

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Changes in the Total OPEB Liability:

	Total OPEB Liability
Balance at 12/31/19	**$** 169,494
Changes for the year:	
Service Cost	6,109
Interest	4,725
Difference between expected and actual experience	(1,349)
Changes of assumptions	27,101
Benefit payments	(1,437)
Net changes	35,149
Balance at 12/31/20	**$** 204,643

OPEB Expense and Deferred Outflows of Resources and Deferred Inflows of Resources Related to OPEB

For the year ended September 30, 2021, the City recognized OPEB expense of $19,081.

At September 30, 2021, the City reported deferred outflows of resources and deferred inflows of resources related to the OPEB liability from the following sources:

	Deferred Outflows of Resources	Deferred (Inflows) of Resources
Difference between expected and actual experience	$ -	$ (8,402)
Changes in assumptions	36,772	-
Contributions subsequent to measurement date	2,737	-
Total	**$** 39,509	**$** (8,402)

The City reported $2,737 as deferred outflows of resources related to OPEB resulting from contributions subsequent to the measurement date that will be recognized as a reduction of the OPEB liability for the year ending September 30, 2022.

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Other amounts reported as deferred outflows of resources related to OPEB will be recognized in OPEB expense as follows:

Year ended December 31:	
2021	$ 8,247
2022	6,925
2023	8,257
2024	4,941
2025	-
Thereafter	-
	$ 28,370

E. Restatement

The City restated the beginning fund balance/net position for governmental activities, business-type activities, the water, sewer, and garbage fund, the golf course fund, and a nonmajor governmental fund. The restatement of beginning fund balance/net position is as follows:

	Governmental Activities	Nonmajor Governmental
Prior year ending net position/fund balance, as reported	$ (603,969)	$ 453,812
Transfer golf course capital assets to govt. activities	763,869	-
Transfer golf course cash balance to govt. activities	62,260	62,260
Transfer govt. activities debt to bus-type activities	2,734,820	-
Restated beginning net position/fund balance	$ 2,956,980	$ 516,072

	Business-Type Activities	Golf Course	Water and Sewer Fund
Prior year ending net position/fund balance, as reported	$ 8,246,604	$ 826,129	$ 7,420,475
Record note payable	(64,615)	-	(64,615)
Transfer golf course capital assets to govt. activities	(763,869)	(763,869)	-
Transfer golf course cash balance to govt. activities	(62,260)	(62,260)	-
Transfer govt. activities debt to bus-type activities	(2,734,820)	-	(2,734,820)
Restated beginning net position/fund balance	$ 4,621,040	$ -	$ 4,621,040

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F. Subsequent Events

October 1, 2022 the City funded a Texas Combination Tax and Surplus System Revenue Certificates of Obligation, Series 2021, in the amount of $4,000,000. The loan has a 20 year term with an interest rate of 0.95%. The funds were awarded through the Texas Water Development Board and financed from the Clean Water State Revolving Fund for the planning, design, and construction of wastewater system improvements.

There were no other material subsequent events through July 7, 2022, the date the financial statements were issued.

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REQUIRED SUPPLEMENTARY INFORMATION

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City of Diboll, Texas

SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE - BUDGET AND ACTUAL GENERAL FUND

For the Year Ended September 30, 2021

	Original Budget	Final Budget	Actual	Variance with Final Budget Positive (Negative)	
Revenues					
Property tax	$ 1,106,038	$ 1,110,884	$ 1,140,422	$ 29,538	
Sales tax	491,970	600,000	696,418	96,418	
Franchise and local taxes	390,000	400,000	389,659	(10,341)	
Intergovernmental revenue	-	236,632	236,632	-	
Other taxes	73,114	78,031	78,031	-	
License and permits	15,000	22,750	28,635	5,885	
Charges for services	405,000	426,023	444,053	18,030	
Investment income	8,000	2,500	2,707	207	
Other revenues	1,000	11,933	20,065	8,132	
Total Revenues	2,490,122	2,888,753	3,036,622	147,869	
Expenditures					
Current:					
General government	420,913	547,336	545,291	2,045	
Municipal court	100,443	96,055	83,408	12,647	
Public safety	1,478,355	1,575,873	1,585,676	(9,803)	*
Public works	229,518	252,586	253,987	(1,401)	*
Cultural and recreation	138,418	144,548	145,011	(463)	*
Debt service:					
Principal	74,406	74,406	74,406	-	
Interest	4,470	4,470	4,470	-	
Total Expenditures	2,446,523	2,695,274	2,692,249	3,025	
Excess of Revenues Over (Under) Expenditures	43,599	193,479	344,373	150,894	
Net Change in Fund Balance	$ 43,599	$ 193,479	344,373	$ 150,894	
Beginning fund balance			844,183		
Ending Fund Balance			$ 1,188,556		

Notes to Required Supplementary Information:

1. Annual budgets are adopted on a basis consistent with generally accepted accounting principles (GAAP).

*2. Expenditures exceeded appropriations at legal level of control.

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City of Diboll, Texas

SCHEDULE OF CHANGES IN NET PENSION LIABILITY AND RELATED RATIOS - TEXAS MUNICIPAL RETIREMENT SYSTEM

Years Ended:

	12/31/2020	12/31/2019	12/31/2018
Total pension liability			
Service cost	$ 310,995	$ 284,383	$ 287,597
Interest	772,170	744,150	725,059
Differences between expected and actual experience	(111,640)	(42,599)	(112,684)
Changes of assumptions	-	25,679	-
Benefit payments, including refunds of participant contributions	(564,737)	(654,886)	(576,175)
Net change in total pension liability	406,788	356,727	323,797
Total pension liability - beginning	11,566,423	11,209,696	10,885,899
Total pension liability - ending (a)	11,973,211	11,566,423	11,209,696
Plan fiduciary net position			
Contributions - employer	$ 263,550	$ 234,555	$ 250,367
Contributions - members	125,763	117,030	119,548
Net investment income	806,863	1,465,481	(299,323)
Benefit payments, including refunds of participant contributions	(564,737)	(654,886)	(576,175)
Administrative expenses	(5,225)	(8,284)	(5,786)
Other	(204)	(251)	(302)
Net change in plan fiduciary net position	626,010	1,153,645	(511,671)
Plan fiduciary net position - beginning	10,637,045	9,483,400	9,995,071
Plan fiduciary net position - ending (b)	$ 11,263,055	$ 10,637,045	$ 9,483,400
Fund's net pension liability (asset) - ending (a) - (b)	$ 710,156	$ 929,378	$ 1,726,296
Plan fiduciary net position as a percentage of the total pension liability	94.07%	91.96%	84.60%
Covered payroll	$ 1,796,621	$ 1,671,856	$ 1,707,822
Fund's net pension liability as a percentage of covered payroll	39.53%	55.59%	101.08%

Notes to schedule:

1) This schedule is presented to illustrate the requirement to show information for ten years. However, until a full ten-year trend is compiled, only available information is shown.

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12/31/2017	12/31/2016	12/31/2015	12/31/2014 [1]
$ 302,621	$ 315,844	$ 302,087	$ 286,303
713,068	674,630	662,246	623,624
(325,078)	48,432	2,197	1,701
-	-	(6,195)	-
(434,744)	(490,935)	(375,771)	(359,791)
255,867	547,971	584,564	551,837
10,630,032	10,082,061	9,497,497	8,945,660
10,885,899	10,630,032	10,082,061	9,497,497
$ 252,768	$ 260,446	$ 256,814	$ 248,204
126,588	134,647	131,998	132,351
1,224,208	565,667	12,324	451,065
(434,744)	(490,935)	(375,771)	(359,791)
(6,344)	(6,388)	(7,507)	(4,710)
(324)	(344)	(371)	(387)
1,162,152	463,093	17,487	466,732
8,832,919	8,369,826	8,352,339	7,885,607
$ 9,995,071	$ 8,832,919	$ 8,369,826	$ 8,352,339
$ 890,828	$ 1,797,113	$ 1,712,235	$ 1,145,158
91.82%	83.09%	83.02%	87.94%
$ 1,807,770	$ 1,923,530	$ 1,885,684	$ 1,890,734
49.28%	93.43%	90.80%	60.57%

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City of Diboll, Texas

SCHEDULE OF EMPLOYER CONTRIBUTIONS TO PENSION PLAN - TEXAS MUNICIPAL RETIREMENT SYSTEM

Years Ended:

	9/30/2021	9/30/2020	9/30/2019
Actuarially determined employer contributions	$ 255,347	$ 248,440	$ 239,185
Contributions in relation to the actuarially determined contribution	$ 255,347	$ 248,440	$ 239,185
Contribution deficiency (excess)	$ -	$ -	$ -
Annual covered payroll	$ 1,684,625	$ 1,711,089	$ 1,684,735
Employer contributions as a percentage of covered payroll	15.16%	14.52%	14.20%

1) This schedule is presented to illustrate the requirement to show information for ten years. However, until a full ten-year trend is compiled, only available information is shown.

NOTES TO SCHEDULE OF EMPLOYER CONTRIBUTIONS TO PENSION PLAN

Valuation Date:

Notes	Actuarially determined contribution rates are calculated as of December 31 and become effective in January 13 months later.

Methods and Assumptions Used to Determine Contribution Rates:

Actuarial Cost Method	Entry Age Normal
Amortization Method	Level Percentage of Payroll, Closed
Remaining Amortization Period	26 years
Asset Valuation Method	10 Year smoothed market; 12% soft corridor
Inflation	2.5%
Salary Increases	3.50% to 11.50% including inflation
Investment Rate of Return	6.75%
Retirement Age	Experience-based table of rates that are specific to the City's plan of benefits. Last updated for the 2019 valuation pursuant to an experience study of the period 2014 - 2018
Mortality	Post-retirement: 2019 Municipal Retirees of Texas Mortality Tables. The rates are projected on a fully generational basis with scale UMP. Pre-retirement: PUB(10) mortality tables, with the Public Safety table used for males and the General Employee table used for females. The rates are projected on a fully generational basis with scale UMP.

Other Information:

Notes	There were no benefit changes during the year.

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9/30/2018	9/30/2017	9/30/2016	9/30/2015 [1]
$ 243,237	$ 256,749	$ 276,368	$ 249,847
$ 243,237	$ 256,749	$ 276,368	$ 249,847
$ -	$ -	$ -	$ -
$ 1,677,595	$ 1,850,360	$ 2,037,859	$ 1,853,131
14.50%	13.88%	13.56%	13.48%

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City of Diboll, Texas

SCHEDULE OF CHANGES IN POSTEMPLOYMENT BENEFITS OTHER THAN PENSIONS (OPEB) LIABILITY AND RELATED RATIOS

TEXAS MUNICIPAL RETIREMENT SYSTEM

SUPPLEMENTAL DEATH BENEFITS PLAN

Years Ended

	12/31/2020	12/31/2019	12/31/2018	12/31/2017 [1]
Total OPEB liability				
Service cost	$ 6,109	$ 4,012	$ 4,953	$ 4,519
Interest	4,725	5,238	5,013	4,964
Changes in benefit terms	-	-	-	-
Differences between expected and actual experience	(1,349)	(5,806)	(8,613)	-
Changes of assumptions	27,101	27,537	(9,956)	11,476
Benefit payments, including refunds of participant contributions	(1,437)	(1,337)	(1,024)	(1,086)
Net change in total OPEB liability	35,149	29,644	(9,627)	19,873
Total OPEB liability - beginning	169,494	139,850	149,477	129,604
Total OPEB liability - ending	$ 204,643	$ 169,494	$ 139,850	$ 149,477 [2]
Covered payroll	$ 1,796,621	$ 1,671,856	$ 1,707,822	$ 1,807,770
City's total OPEB liability as a percentage of covered payroll	11.39%	10.14%	8.19%	8.27%

Notes to schedule:

[1] This schedule is presented to illustrate the requirement to show information for ten years. However, until a full ten-year trend is compiled, only available information is shown.

[2] No assets are accumulated in a trust that meets the criteria in paragraph 4 of GASB statement No. 75 to pay related benefits.

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NONMAJOR GOVERNMENTAL FUNDS

SPECIAL REVENUE FUND

This fund accounts for funds received from grants for specific purposes and is restricted to be spent

HOTEL/MOTEL OCCUPANCY TAX FUND

This fund accounts for funds derived from hotel/motel occupancy taxes and is legally restricted to promote tourism within the City.

MUNICIPAL COURT SECURITY FUND

This fund accounts for court fees that are legally restricted for court security expenses.

MUNICIPAL COURT TECHNOLOGY FUND

This fund accounts for court fees that are legally restricted for court technology expenses.

DRUG SEIZURE FUND

This fund is used to track drug seizures and related activity necessary for drug seizure operations.

PEG FUND

This fund accounts for the restricted use of public access television.

RECREATION SPORTS PROGRAMS FUND

This fund accounts for sports activities managed by the City.

RED LIGHT FUND

This fund accounts for the public safety activity pertaining to the red light camera citations.

ROAD MAINTENANCE

This fund accounts for the fines and fees utilized for road maintenance.

TRUANCY PREVENTION

This fund accounts for court fees that are legally restricted for truancy prevention expenses.

JURY FUND

This fund accounts for court fees that are legally restricted for jury expenses.

KEEP DIBOLL BEAUTIFUL

This fund accounts for grants and contributions restricted for the beautification of the City.

STREET PROJECT FUND

This fund accounts for loan funds for street infrastructure improvements.

DEBT SERVICE FUND

This fund is used to account for the payment of interest/principal on all bonds and other long-term debt of governmental funds.

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City of Diboll, Texas

COMBINING BALANCE SHEET (Page 1)

NONMAJOR GOVERNMENTAL FUNDS

September 30, 2021

	Special Revenue Fund	Hotel and Motel Tax Fund	Municipal Court Security Fund	Municipal Court Technology Fund
Assets				
Cash and cash equivalents	$ 185,696	$ 84,843	$ 43,905	$ 27,141
Receivables, net	-	-	-	-
Due from other funds	-	-	-	-
Total Assets	$ 185,696	$ 84,843	$ 43,905	$ 27,141
Liabilities				
Accounts payable	$ -	$ 836	$ -	$ -
Customer deposits	-	-	-	-
Due to other funds	9,935	-	-	-
Total Liabilities	9,935	836	-	-
Deferred Inflows of Resources				
Unavailable revenue - prop. taxes	-	-	-	-
Fund Balances				
Restricted for:				
Capital	-	-	-	-
Tourism	-	84,007	-	-
Municipal court	-	-	43,905	27,141
Municipal court technology	-	-	-	
Debt service	-	-	-	-
Police equipment	-	-	-	-
Public education	-	-	-	-
Special revenue	175,761	-	-	-
Unassigned	-	-	-	-
Total Fund Balances	175,761	84,007	43,905	27,141
Total Liabilities, Deferred Inflows, and Fund Balances	$ 185,696	$ 84,843	$ 43,905	$ 27,141

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City of Diboll, Texas

COMBINING BALANCE SHEET (Page 2)

NONMAJOR GOVERNMENTAL FUNDS

September 30, 2021

	Drug Seizure Fund	PEG Fund	Recreation Sports Programs Fund	Red Light Fund
Assets				
Cash and cash equivalents	$ 15,117	$ 53,260	$ -	$ 100,160
Receivables, net	-	-	-	-
Due from other funds	-	-	5,321	-
Total Assets	$ 15,117	$ 53,260	$ 5,321	$ 100,160
Liabilities				
Accounts payable	$ -	$ -	$ 5,119	$ -
Customer deposits	-	-	5,600	-
Due to other funds	-	-	44,411	-
Total Liabilities	-	-	55,130	-
Deferred Inflows of Resources				
Unavailable revenue - prop. taxes	-	-	-	-
Fund Balances				
Restricted for:				
Capital	-	-	-	-
Tourism	-	-	-	-
Municipal court	-	-	-	-
Municipal court technology	-	-	-	-
Debt service	-	-	-	-
Police equipment	15,117	-	-	100,160
Public education	-	53,260	-	-
Special revenue	-	-	-	-
Unassigned	-	-	(49,809)	-
Total Fund Balances	15,117	53,260	(49,809)	100,160
Total Liabilities, Deferred Inflows and Fund Balances	$ 15,117	$ 53,260	$ 5,321	$ 100,160

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Road Maintenance	Truancy Prevention	Jury Fund	Keep Diboll Beautiful	Street Project Fund	Debt Service Fund	Total Nonmajor Governmental
$ -	$ 11,325	$ 226	$ 12,575	$ 225,000	$ 132,228	$ 891,476
2,794	-	-	-	-	15,461	18,255
-	-	-	-	-	-	5,321
$ 2,794	$ 11,325	$ 226	$ 12,575	$ 225,000	$ 147,689	$ 915,052
$ -	$ -	$ -	$ -	$ -	$ -	$ 5,955
-	-	-	-	-	-	5,600
18,983	-	-	-	-	-	73,329
18,983	-	-	-	-	-	84,884
-	-	-	-	-	15,461	15,461
-	-	-	-	225,000	-	225,000
-	-	-	-	-	-	84,007
-	-	226	-	-	-	71,272
-						-
-	-	-	-	-	132,228	132,228
-	-	-	-	-	-	115,277
-	11,325	-	-	-	-	64,585
-	-	-	12,575	-	-	188,336
(16,189)	-	-	-	-	-	(65,998)
(16,189)	11,325	226	12,575	225,000	132,228	814,707
$ 2,794	$ 11,325	$ 226	$ 12,575	$ 225,000	$ 132,228	$ 899,591

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City of Diboll, Texas

COMBINING STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES (Page 1)
NONMAJOR GOVERNMENTAL FUNDS
For the Year Ended September 30, 2021

	Special Revenue Fund	Hotel and Motel Tax Fund	Municipal Court Security Fund	Municipal Court Technology Fund
Revenues				
Franchise and other local taxes	$ -	$ 22,016	$ -	$ -
Property taxes	-	-	-	-
Charges for services	-	-	11,685	10,880
Contributions and grants	113,041	-	-	-
Interest income	-	-	-	-
Other revenue	-	-	-	-
Total Revenues	113,041	22,016	11,685	10,880
Expenditures				
Public safety	-	-	7,204	7,661
Public works	50,110	-	-	-
Culture and recreation	-	-	-	-
Tourism	-	-	-	-
Debt service:				
Principal	-	-	-	-
Interest	-	-	-	-
Total Expenditures	50,110	-	7,204	7,661
Revenues Over (Under) Expenditures	62,931	22,016	4,481	3,219
Other Financing Sources (Uses)				
Loan issuance	-	-	-	-
Transfers in	-	-	-	-
Transfers (out)	-	(14,000)	-	-
Total Other Financing Sources (Uses)	-	(14,000)	-	-
Net Change in Fund Balances	62,931	8,016	4,481	3,219
Beginning fund balances	112,830	75,991	39,424	23,922
Ending Fund Balances	$ 175,761	$ 84,007	$ 43,905	$ 27,141

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City of Diboll, Texas

COMBINING STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES (Page 2)

NONMAJOR GOVERNMENTAL FUNDS

For the Year Ended September 30, 2021

	Drug Seizure Fund	PEG Fund	Recreation Sports Programs Fund	Red Light Fund
Revenues				
Franchise and other local taxes	$ -	$ 4,669	$ -	$ -
Property taxes	-	-	-	-
Charges for services	-	-	70,457	-
Contributions and grants	-	-	-	-
Interest income	6	-	-	130
Other revenue	-	-	380	-
Total Revenues	6	4,669	70,837	130
Expenditures				
Public safety	-	-	-	-
Public works	-	-	-	-
Culture and recreation	-	-	54,285	-
Tourism	-	-	49,013	-
Debt service:				
Principal	-	-	-	-
Interest	-	-	-	-
Total Expenditures	-	-	103,298	-
Revenues Over (Under) Expenditures	6	4,669	(32,461)	130
Other Financing Sources (Uses)				
Loan issuance	-	-	-	-
Transfers in	-	-	14,000	-
Transfers (out)	-	-	-	-
Total Other Financing Sources (Uses)	-	-	14,000	-
Net Change in Fund Balances	6	4,669	(18,461)	130
Beginning fund balances	15,111	48,591	(31,348)	100,030
Ending Fund Balances	$ 15,117	$ 53,260	$ (49,809)	$ 100,160

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Road Maintenance	Truancy Prevention	Jury Fund	Keep Diboll Beautiful	Street Project Fund	Debt Service Fund	Total Nonmajor Governmental
$ -	$ -	$ -	$ -	$ -	$ -	$ 26,685
-	-	-	-	-	160,979	160,979
33,550	9,270	185	-	-	-	136,027
-	-	-	510	-	-	113,551
-	-	-	-	-	60	196
-	-	-	-	-	-	380
33,550	9,270	185	510	-	161,039	437,818
-	-	-	-	-	-	14,865
48,220	-	-	-	-	-	98,330
-	-	-	3,527	-	-	57,812
-	-	-	-	-	-	49,013
-	-	-	-	-	85,000	85,000
-	-	-	-	-	59,163	59,163
48,220	-	-	3,527	-	144,163	364,183
(14,670)	9,270	185	(3,017)	-	16,876	73,635
-	-	-	-	225,000	-	225,000
-	-	-	-	-	-	14,000
-	-	-	-	-	-	(14,000)
-	-	-	-	225,000	-	225,000
(14,670)	9,270	185	(3,017)	225,000	16,876	298,635
(1,519)	2,055	41	15,592	-	115,352	516,072
$ (16,189)	$ 11,325	$ 226	$ 12,575	$ 225,000	$ 132,228	$ 814,707

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City of Diboll Volunteer Fire Department

2022 June Council Report

June 7th

- Pledge
- Incident Reports
- Discussion on radios/dispatch
- Business meeting
  Firemen present (13)

June 14th

- Fire at 58 junction no meeting held
- Council meeting

  Fireman present (8)

June 21st

- Pledge
- Incident Reports
- Cleaned fire stations
- Air up empty scba packs

  Fireman present (8)

June 28th

- Meeting at Atlas roofing
- Walked the building
- Discussion on fire at Altas roofing
- Watched the video of the fire at atlas
- Atlas provided meal for fireman

  Fireman Present (10)

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City of Diboll Volunteer Fire Department

June Emergency Incidents (8)

June 1st 21:01

- **Call # 22005256**
  357 Sanford RD
  Ems chopper on fire
  out of City
  Trucks 54,56,62
  Diboll Fire personnel responded (11)
  510,514,515,522,523,525,529,532,535,536,540

June 8th 12:34

- **Call # 22005426**
  104 office st
  Power line arcing
  In City
  Trucks 54
  Diboll Fire personnel responded (3)
  505,522,535

June 10th 6:41

- **Call # 22005479**
  720 Morris Rd
  Control burn
  Out of City
  Trucks 54,55
  Diboll Fire personnel responded (5)
  514,522,525,535,536

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City of Diboll Volunteer Fire Department

June 14th 15:41

- **Call # 22005625**
  58/1818 @ 58 junction
  Brush fire
  Trucks 54,56,58,63
  Out of City
  Diboll Fire personnel responded (8)
  501,515,522,525,529,533,535,536

June 14th 18:49

- **Call # 22005724**
  Virgil havard rd
  Tree on fire hit by lightening
  Out City
  Diboll Fire personnel responded (7)
  501,514,515,525,527,529,536

June 17th 13:12

- **Call # 22005721**
  3528 fm 1818
  Control burn out of control
  Out of City
  Truck 54,63
  Diboll Fire personnel responded (6)
  501,514,515,529,535,536

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City of Diboll Volunteer Fire Department

June 25th 19:37

- **Call # 22005954**
  9098 hwy 94
  Trinity needed man power
  Trucks 54,61,62,63
  Out of City
  Diboll Fire personnel responded (9)
  501,513,514,515,522,525,527,535,536

June 29th 20:23

- **Call # 22006084**
  2508 Bethlehen Rd
  Church on fire/ Hudson fire
  Out of city
  Trucks 54,
  Diboll Fire personnel responded (8)
  510,508,510,513,514,515,533,535,536

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Diboll Police Department

Monthly Stats

June 2022

Calls for Service – **351**

Incident Reports – **50**

Accidents – **2**

Extra Patrols/Patrol Request – **8**

Traffic Stops **- 389**

Arrest Total – **22**

- Felony – **17**
- Misdemeanor – **5**

400 Kenley · P.O. Box 340 · Diboll, Texas 75941 · (936) 829-5586 · Fax (936) 829-5436 · gmunoz@cityofdiboll.com

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Project Updates

PSI

City staff hosted PSI for our owner Kick-off Meeting to discuss and review our project scope. Projects include:

UCRM-1 City Hall/Safety Center:
Roofing, Fencing, Siding/Painting

UCRM-2 SCADA Upgrades:
Wastewater facility-HMI/Workstation, Wastewater Treatment Facility, Elevated Storage Tanks (2), Northside Pump Station and Ground Storage, Water Wells (5), Lift Stations (5)

UCRM-3 Lighting Upgrades:
City Hall, Civic Center, Streets Department, Wastewater Treatment Plant, Golf Course, Old Orchard Park- Hike and bike trail, Tennis and Volleyball Court, Baseball Facility Walkways and Batting Cage, Park Pavilion, Splash Pad

Urcm-4 HVAC/BAS Upgrades:
HVAC Upgrades: City Hall, Safety Center, Civic Center.
Building Automation Systems (BAS): City Hall, Safety Center, Civic Center, Northside Pumpstation, Wastewater Treatment Plant Office

UCRM-5 Water Meter AMI:
Neptune AMI Meter System (5/8x ¾ - 1398 + 25 Spares, 1”-20, 1.5”-12, 2”- 41, 3” -1, 4”-9, 6”-6,8”-1)
Meter Lids- Replace All, Meter Boxes- Replace Broke/ Unserviceable, Billing Integration- Incode, Interfacing/Training, Laydown/Storage Area, Old Meter Disposition

We developed a project communication plan. This included discussions on our responsibilities of billing coordination, meter locates, distribution/piping issues and facility work. Then we discussed our public communication plan. This included the development/implementation of critical path item for meter deployment, direct mailers and door tags.

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WWTP/TWBD

We are still working on the environmental clearance with TWDB. Once the environmental and engineering report are approved, we can begin preparing the construction plans and specifications.

ARPA

Due to the rising cost of PVC pipe and in order to keep this project within budget while achieving the original goal of providing water to east side of the bypass. We will be shorting the water line by moving the highway crossing 500 feet south toward Lumberjack Drive with the following impact to the design and budget:

Assuming 5-feet of cover above the steel encasement pipe, the depth of the highway crossing will be between 7-feet and 7.5-feet to bottom of trench at the ROW line on each side of the road, and between 16-feet and 17-feet deep under the northbound main lane. These depths are within 6-inches of the original location at the ROW line on each side of the road, and the depth below the northbound main lane increased by approximately 2-feet. From the budgetary side this reduces the estimated construction cost from $1,065,500 to $987,400 which places the revised OPPC under the available budget by approximately $22,878.

We did look at moving further south but the depth below the highway begin to increase quite a bit as the main lanes climb to the Lumberjack Drive bridge elevation and the outermost ditches fall to their outfall locations. 10% completed

SSO PLAN

Start date will be the City FY2023 budget. 10% completed

Department Projects

Exterior door replacement on facility buildings at WWTP plant: We are replacing 10 exterior metal doors that have rusted out over the years. Doors have been delivered and installed. 85% Completed

Old Orchard Park bridge: We have patched some rotten boards on the top layer of the driving bridge. After inspection we will only need to replace the upper decking. Pending

#18 golf course bridge: Repairs have been made to the leaking 6inch water well pipe next to the bridge. Next, we will excavate the sediment on both sides of the bridge. Then we will be able to further inspect and repair as needed. 30% completed

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Well #4: After pulling the submersible turbine pump and having a camera survey completed, we will be replacing the 40 hp well motor and pump. This will include a new Franklin 40hp 460v 3 phase motor, Grundfos 385S400-9 pump end, Lift nipple and collar, 300' #4/3 jacketed cable, heat shrink splice kit, 4" flange gasket sets, 105ft of 4" black T&C column pipe and chlorinating the well to be placed back in service. 35% completed

Ditch excavation and culvert replacement:

Holubec Street- Removal of 6 culverts and re-set to grade. Excavate 900 feet of ditch line. 10% completed

Lawrence Street- Removal of 7 culverts and re-set to grade. Excavate 1310 feet of ditch line. Pending

Carter Street- Placement of 2 40-inch culverts in drainage creek. Level with foundation dirt and place 4-inch rip-rap on culvert ends to prevent erosion. Pending

Cozy Circle - Removal of 6 culverts and re-set to grade. Excavate 410 feet of ditch line. Pending

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Sam

DIBOLL, TX MUNICIPAL COURT

Fees and Fines Collection & Activity Report

As of May 31, 2022

LINEBARGER
ATTORNEYS AT LAW

Linebarger Goggan Blair & Sampson, LLP

PROPRIETARY AND CONFIDENTIAL INFORMATION

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Collections & Activity Summary

Collection Disposition Summary - May 2022	
Citations Assigned	0
Amount Assigned	$0
Citations Collected	99
Amount Collected	$30,224
Citations Cancelled	7
Amount Cancelled	$2,730
Citations Resolved	106
Amount Resolved	$32,954

Collection Disposition Summary - Contract to Date	
Citations Assigned	27,754
Amount Assigned	$9,524,380
Citations Adjusted	1,575
Amount Adjusted	($67,953)
Citations Collected	5,309
Amount Collected	$1,730,644
Citations Cancelled	978
Amount Cancelled	$343,408
Citations Resolved	6,287
Amount Resolved	$2,074,052
Dollar Resolution Rate	22.5%

Collection Activity - May 2022		
Letters		5
Address/Phone Updated		30
Phone Activity	Inbound	11
	Outbound	1,328

Collection Activity - Contract to Date		
Letters		58,848
Address/Phone Updated		11,856
Phone Activity	Inbound	3,829
	Outbound	197,978

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Status of Open Accounts

Status	Count	Amount
ACT - Active Account	21,182	$7,223,075
ATT - Attorney Contact Only	5	$1,437
BKR - Bankruptcy	2	$657
DEC - Deceased No Estate Or Beyond Claim	110	$35,711
DIS - Disputed	20	$6,475
INC - Incarcerated	86	$28,362
PRM - Promise Payment	105	$34,905
REF - Refuse To Pay	11	$3,678
SKP - Skip Tracing for Phone	21	$6,960
SWC - Stop Work Per Client	170	$40,401
SWF - Stop Work Per Firm	1	$432
Total	**21,713**	**$7,382,093**

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Monthly Collection Activity
Last 24 Months

Year	Month	Letters Mailed	Address/Phone Updated	Phone Activity		Dollars Collected
				Inbound	Outbound	
2022	May	5	30	11	1,328	$30,224
	April	181	24	20	1,365	$67,268
	March	53	15	70	1,601	$25,600
	February	6,283	8	100	1,292	$27,011
	January	519	407	47	1,564	$12,779
2021	December	115	25	14	2,079	$26,162
	November	215	41	39	2,685	$43,323
	October	588	82	76	1,577	$0
	September	2,352	126	60	1,152	$24,620
	August	972	310	63	1,185	$21,128
	July	71	169	45	1,664	$34,447
	June	883	234	114	1,522	$78,143
	May	165	32	10	1,495	$0
	April	202	32	11	1,099	$108,963
	March	327	39	144	874	$26,018
	February	4,375	288	44	752	$21,216
	January	900	565	95	1,317	$14,323
2020	December	15	33	5	1,570	$19,928
	November	105	28	43	1,897	$26,412
	October	626	42	57	2,625	$21,766
	September	2,034	132	86	2,840	$30,871
	August	688	265	65	2,785	$28,443
	July	122	125	20	3,559	$31,837
	June	130	252	22	1,599	$36,082
	May	88	67	9	1,193	$24,808
Total*		**22,014**	**3,371**	**1,270**	**42,619**	**$781,373**

***Total Amounts noted represent the last 24 months & not contract to date.**

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Portfolio Analysis
Outstanding Placements

	Accounts	Dollars	Acct. Pct.	Dollar Pct.	Average Balance
ALL ACCOUNTS	21,713	$7,382,092.83	100.00%	100.00%	$339.98
ADDRESSES					
No Mailing Address	26	$8,751.70	0.12%	0.12%	$336.60
Returned Mail	3,074	$1,008,122.18	14.16%	13.66%	$327.95
Good Address	18,613	$6,365,218.95	85.72%	86.23%	$341.98
OFFENSE AGE					
One Year or Less	898	$357,258.60	4.14%	4.84%	$397.84
1-2 Years	1,088	$429,601.65	5.01%	5.82%	$394.85
2-3 Years	1,324	$516,408.94	6.10%	7.00%	$390.04
+3 Years	18,403	$6,078,823.64	84.76%	82.35%	$330.32
PLACEMENT AGE					
One Year or Less	1,443	$569,008.48	6.65%	7.71%	$394.32
1-2 Years	1,174	$463,735.42	5.41%	6.28%	$395.00
2-3 Years	1,663	$627,389.22	7.66%	8.50%	$377.26
+3 Years	17,433	$5,721,959.71	80.29%	77.51%	$328.23

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Offense Age of Placements
Last 13 Months

	2015 & PRIOR	2016	2017	2018	2019	2020	2021	2022	Total Placements
May 2022	-	-	-	-	-	-	-	-	**0**
April 2022	-	-	-	-	-	-	79 100.00%	-	**79**
March 2022	-	-	-	-	-	-	261 96.31%	10 3.69%	**271**
February 2022	-	-	-	-	-	-	-	-	**0**
January 2022	-	-	-	-	-	-	-	-	**0**
December 2021	-	-	-	-	-	-	28 100.00%	-	**28**
November 2021	-	-	-	-	-	-	152 100.00%	-	**152**
October 2021	-	-	-	-	-	-	275 100.00%	-	**275**
September 2021	-	-	-	-	-	-	233 100.00%	-	**233**
August 2021	-	-	-	-	-	1 0.33%	301 99.67%	-	**302**
July 2021	2 1.08%	-	-	-	-	-	184 98.92%	-	**186**
June 2021	-	-	-	-	-	2 28.57%	5 71.43%	-	**7**
May 2021	-	-	2 25.00%	-	-	2 25.00%	4 50.00%	-	**8**

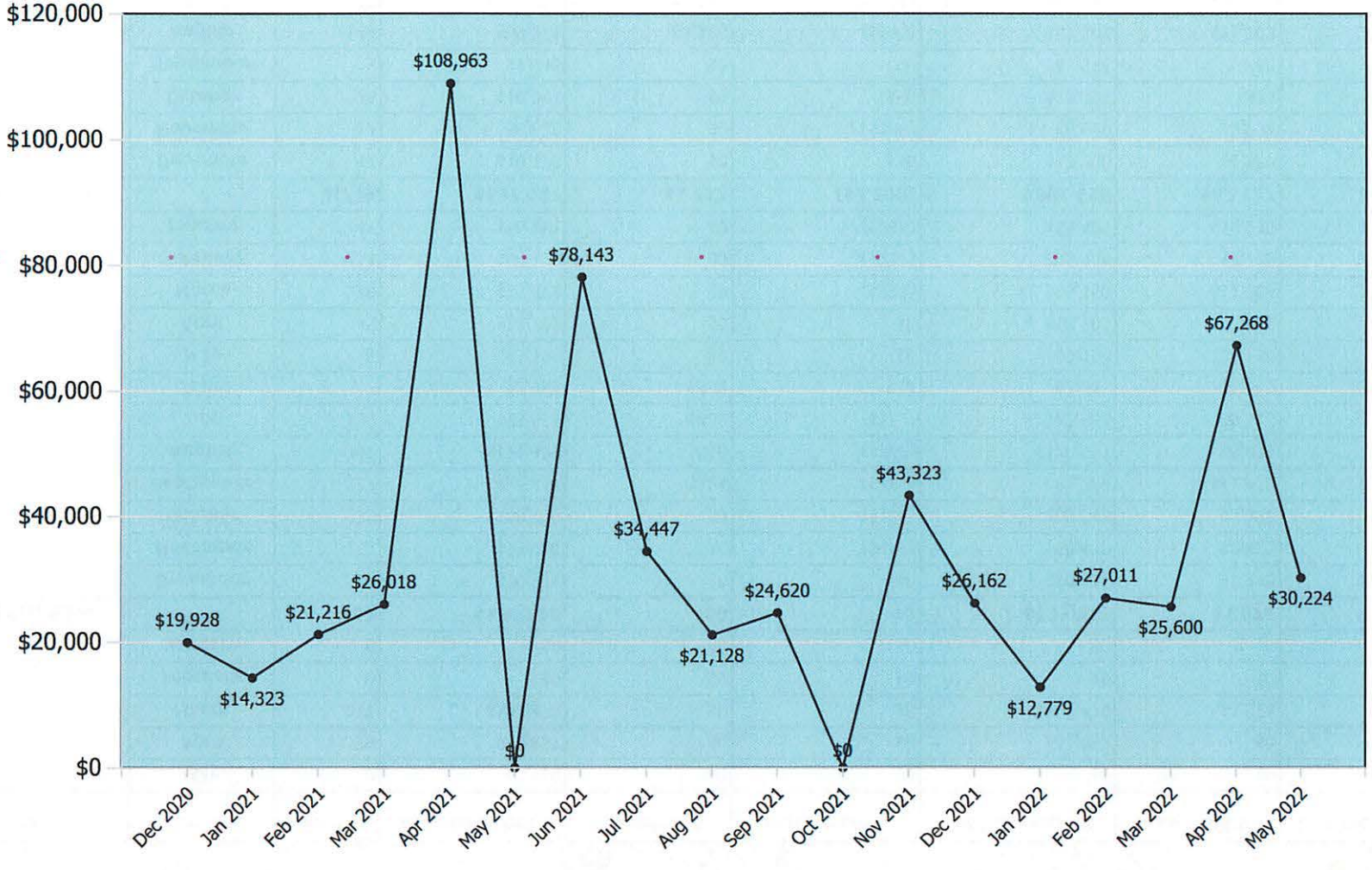
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Placement Activity Summary
Contract to Date

Year	Month	Count #	Orig Placement $	Cancelled $	Adjustment $	Net Placement $	Collected $	Collected %
	May	0	$0	$0	$0	$0	$0	0.00%
	April	79	$31,857	$0	$0	$31,857	$0	0.00%
	March	271	$107,470	$0	$0	$107,470	$1,076	1.00%
	February	0	$0	$0	$0	$0	$0	0.00%
	January	0	$0	$0	$0	$0	$0	0.00%
2022 Summary		**350**	**$139,326**	**$0**	**$0**	**$139,326**	**$1,076**	**0.77%**
	December	28	$10,825	$0	$0	$10,825	$1,240	11.46%
	November	152	$59,088	$0	($449)	$58,638	$2,481	4.23%
	October	275	$108,759	$0	($196)	$108,563	$5,122	4.72%
	September	233	$92,817	$325	($784)	$91,709	$11,428	12.46%
	August	302	$121,429	$516	($362)	$120,551	$8,031	6.66%
	July	186	$73,659	$438	($559)	$72,663	$5,115	7.04%
	June	7	$2,955	$438	$30	$2,547	$1,319	51.80%
	May	8	$3,154	$0	$0	$3,154	$0	0.00%
	April	45	$18,702	$0	$0	$18,702	$402	2.15%
	March	238	$95,372	$0	($222)	$95,150	$11,004	11.56%
	February	134	$54,116	$0	($212)	$53,904	$5,720	10.61%
	January	141	$56,151	$0	($746)	$55,405	$10,275	18.54%
2021 Summary		**1,749**	**$697,027**	**$1,717**	**($3,500)**	**$691,810**	**$62,137**	**8.98%**
	December	47	$19,170	$0	$30	$19,200	$1,580	8.23%
	November	17	$6,828	$0	($198)	$6,629	$2,731	41.19%
	October	26	$10,241	$0	$50	$10,291	$434	4.21%
	September	5	$1,946	$0	$0	$1,946	$0	0.00%
	August	149	$59,271	$1,123	($945)	$57,203	$11,703	20.46%
	July	277	$106,021	$3,715	($1,021)	$101,285	$16,083	15.88%
	June	309	$123,083	$902	($316)	$121,865	$21,068	17.29%
	May	126	$50,716	$1,648	($337)	$48,730	$9,516	19.53%
2020 Summary		**1,370**	**$533,385**	**$8,182**	**($4,655)**	**$520,548**	**$91,327**	**17.54%**
2019 Summary		**2,114**	**$792,156**	**$12,975**	**($8,778)**	**$770,403**	**$161,110**	**20.91%**
2018 Summary		**878**	**$331,523**	**$10,131**	**($3,333)**	**$318,059**	**$91,317**	**28.71%**
2017 Summary		**21,293**	**$7,030,961**	**$310,402**	**($47,688)**	**$6,672,872**	**$1,323,677**	**19.84%**

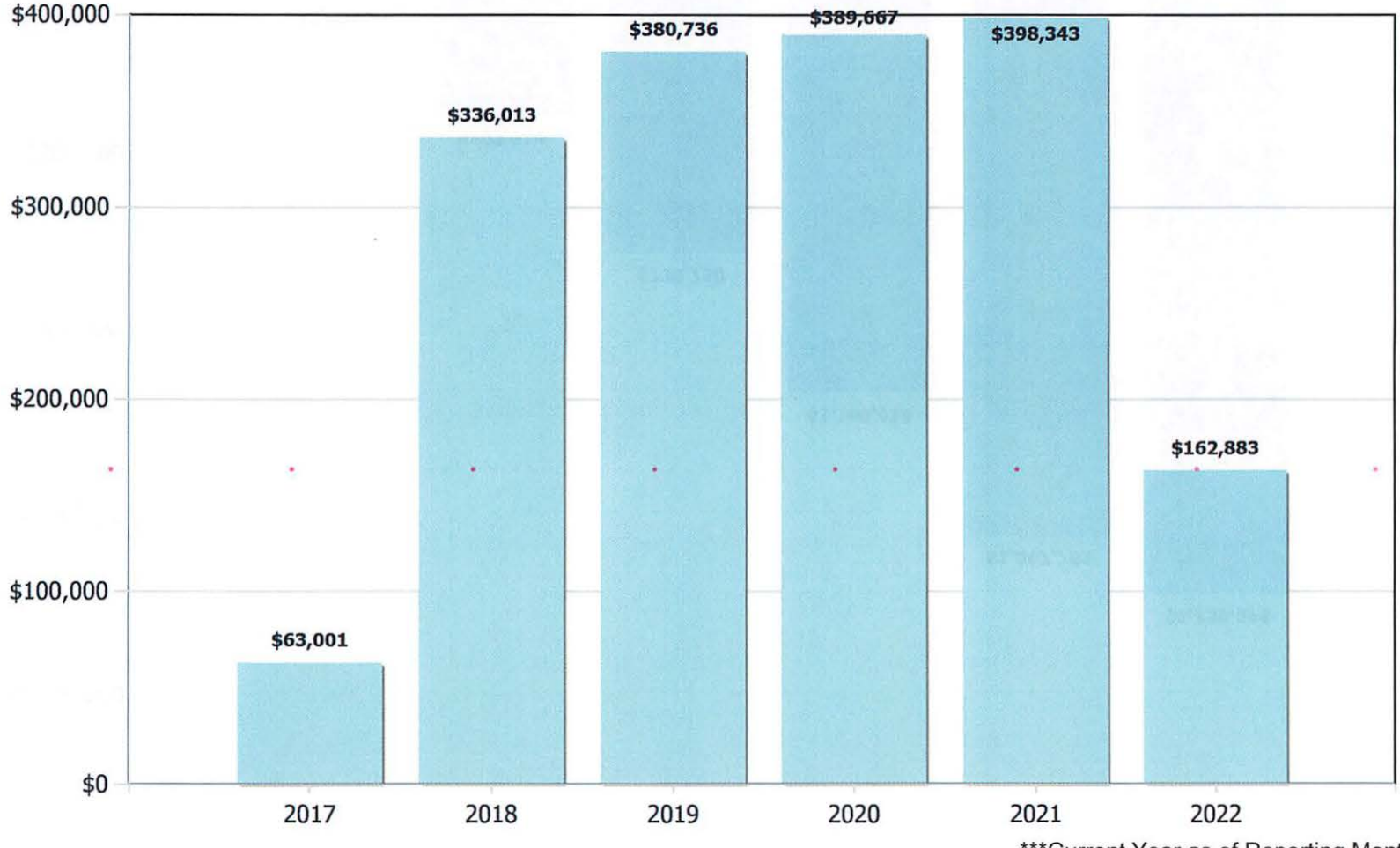
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Monthly Collections
Last 18 Months



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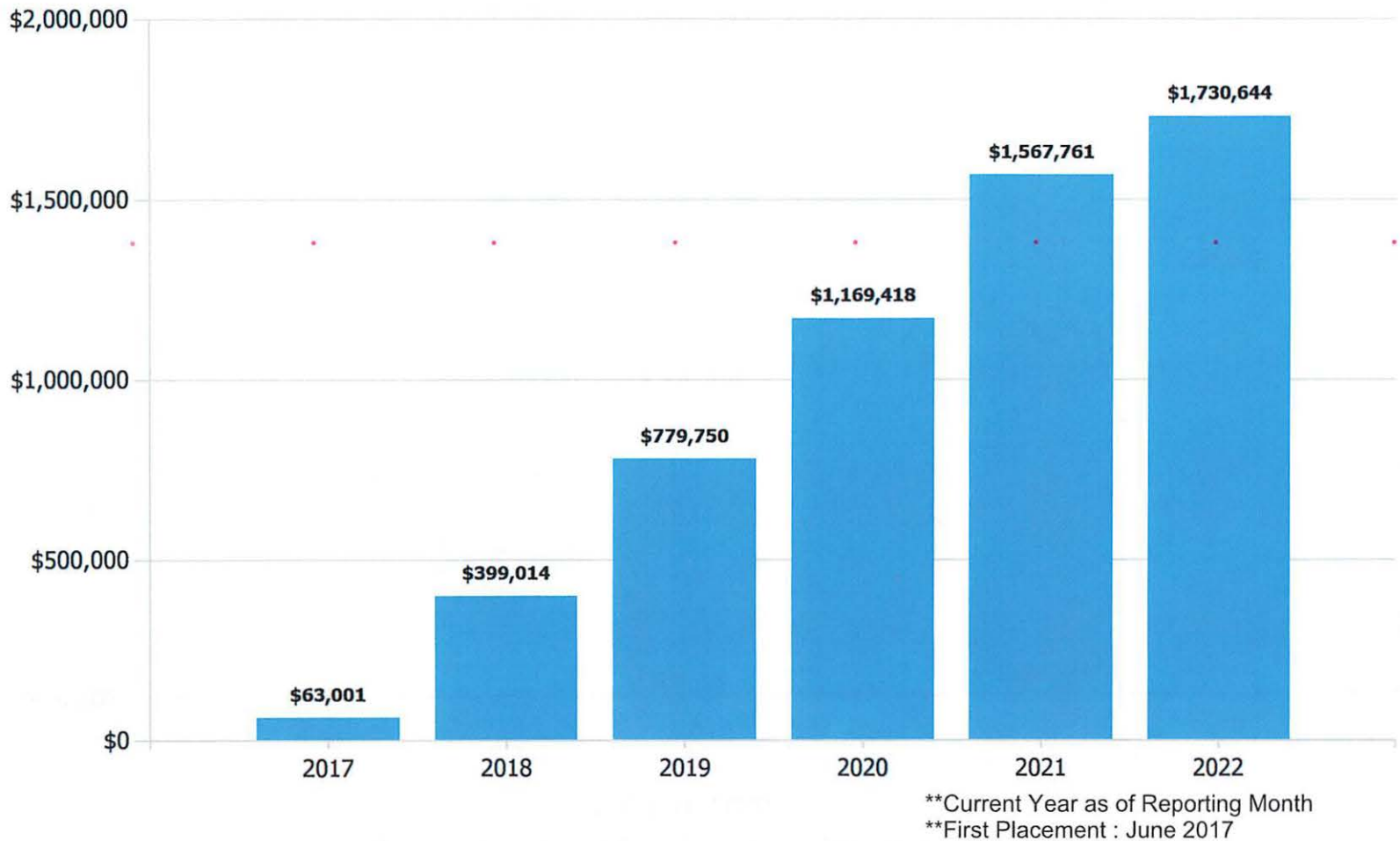
Delinquent Court Fees & Fines Annual Collections
Last 6 Years



***Current Year as of Reporting Month
***First Placement : June 2017

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Delinquent Fees & Fines Cumulative Collections



**Current Year as of Reporting Month
**First Placement : June 2017

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MINUTES OF THE GOVERNING BODY OF THE CITY OF DIBOLL, TEXAS REGULAR SESSION MEETING ON TUESDAY, JULY 12, 2022, AT 5:15 P.M., IN THE DIBOLL CITY HALL CHAMBERS.

COUNCIL PRESENT

Mayor Trey Wilkerson, Councilmembers Benita Sheffield Duffield, Brian Moreno, Ray Williams, Jr. and Luis Maldonado.

COUNCIL ABSENT

Mayor Pro Tem Daniel Lopez and Ruben Terrazas.

STAFF PRESENT

City Manager Jason A. Arnold, City Secretary Rosa Olvera, Chief of Police Michael Skillern, Public Works Director Joshua Richard, Code Compliance Official Tino Lopez and Fire Chief Aaron Smith.

Call to Order: Mayor Trey Wilkerson called the meeting to order at 5:15 p.m.

Mayor Wilkerson gave the invocation, then led the Pledge of Allegiance which was recited by those in attendance.

CITIZENS PRESENTATION: (Limited to 3 minutes)
This item provides the opportunity to address the City Council on any matter whether or not it is posted on the agenda. However, in accordance with the Texas Open Meetings Act, Section 551.041, the Council cannot discuss, deliberate, or take any action on matters not listed on the agenda. At this time, the Council will receive citizen comments, and if necessary, may refer the matter to City staff for research, resolution, or referral to Council on a future agenda.

None

Item #1: CONSENT AGENDA: All matters listed under Consent Agenda are considered to be routine by the City Council and will be enacted by one motion. There will not be separate discussion. If discussion is desired, that item will be removed from the consent agenda and will be considered separately. Consider approval of the following reports:

a. Minutes from June 14, 2022, Regular Session Meeting
b. Minutes from June 21, 2022 City Council Special Called Meeting
c. Financial Statement for June 2022
d. 12-Month Attendance Record for June 2022

Luis Maldonado made the motion to approve and Brian Moreno second.
All in Favor, none opposed, motion carries.

Item #2: PUBLIC HEARNG for Item 3

Public Participation: None

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Item #3: Discuss and consider taking action to consider recommending a Special Use Permit be granted for 504 Burke Street, Diboll, Texas 75941, requesting permission to operate as a barbershop, as recommended by the Planning and Zoning Commission.

Brian Moreno made the motion to approve and Benita Sheffield Duffield second.
All in Favor, none opposed, motion carries.

Item #4: Auditor Presentation: Annual presentation of Audited Financials for the 2020-2021 fiscal year, by Louis Breedlove, Senior Audit Manager with BrooksWatson & Co. PLLC..

Mr. Breedlove presented the annual 2020-2021 fiscal year audited financials report to council.

Brian Moreno made the motion to approve and Luis Maldonado second.
All in Favor, none opposed, motion carries.

Item #10: DEPARTMENT HEAD REPORTS

a. Fire Department Report
b. Police Department Report
c. Public Works Report
d. Finance & Court
e. City Manager Report

Adjournment

Mayor Wilkerson called to adjourn at 5:31p.m.

Minutes of the June 14, 2022 Regular Session Meeting approved by council on this the 9th day of August, 2022.

Trey Wilkerson, Mayor

ATTEST BY:

Rosa M. Olvera, City Secretary

STATE OF TEXAS §
ANGELINA COUNTY §
CITY OF DIBOLL §

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NOTICE OF MEETING
OF THE
CITY OF DIBOLL CITY COUNCIL

The City Council will meet in a regular session meeting in the City Hall Council Chambers, located at 400 Kenley, Diboll, Texas, on Tuesday, August 9, 2022, at 5:15p.m.

Call to Order

Invocation

Pledge of Allegiance

CITIZENS PRESENTATION: (Limited to 3 minutes)
This item provides the opportunity to address the City Council on any matter whether or not it is posted on the agenda. However, in accordance with the Texas Open Meetings Act, Section 551.041, the Council cannot discuss, deliberate, or take any action on matters not listed on the agenda. At this time, the Council will receive citizen comments, and if necessary, may refer the matter to City staff for research, resolution, or referral to Council on a future agenda.

Item #1: CONSENT AGENDA: All matters listed under Consent Agenda are considered to be routine by the City Council and will be enacted by one motion. There will not be separate discussion. If discussion is desired, that item will be removed from the consent agenda and will be considered separately. Consider approval of the following reports:

a. Minutes from July 12, 2022, Regular Session Meeting
b. Minutes from July 13, 2022, Budget Workshop
c. Financial Statement for July 2022
d. 12-Month Attendance Record for July 2022
e. Investment Report for June 2022

Item #2: Consideration and possible action to approve Local General Procurement Policies and Procedures Statement.

Item #3: Consideration and possible action to approve the Piney Woods Sanitation Waste Collection Service Contract modification #4 to be effective December 1, 2022.

Item #4: Consideration and possible action to approve Resolution 2022-08-001, First Amendment to Installation Contract of the Lease Purchase Agreement with PSI.

Item #5: Public Hearing - 2022 Tax Year Proposed Property Tax Rate for City of Diboll.

Item #6: Consideration and possible action to approve Property Tax Rate Ordinance 2022-08-001.

Item #7: Public Hearing – First Reading of the Proposed Fiscal Year 2022-2023 Budget for the City of Diboll.

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Item #8: DEPARTMENT HEAD REPORTS

a. Fire Department Report
b. Police Department Report
c. Public Works Report
d. Finance & Court
e. City Manager Report

Adjournment

Note: Mayor and Council Reports on Items of Community Interest- Pursuant to Texas Government Code Section 551.0415 the City Council may report on the following items (1) expression of thanks, congratulations, or condolences; (2) information about holiday schedules; (3) recognition of individuals; (4) reminders about upcoming City Council events; (5) information about community events; (6) announcements involving imminent threat to public health and safety.

I certify that this Notice of Meeting was posted in a glass-enclosed case in front of City Hall at 400 Kenley Street, Diboll, Texas, and available for viewing by the public prior to 5:15 p.m. on August 5, 2022, as well as at the City's website.

Rosa M. Olvera - City Secretary
Posted: 8/4/2022

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MINUTES OF THE GOVERNING BODY OF THE CITY OF DIBOLL, TEXAS REGULAR SESSION MEETING ON TUESDAY, JULY 12, 2022, AT 5:15 P.M., IN THE DIBOLL CITY HALL CHAMBERS.

COUNCIL PRESENT

Mayor Trey Wilkerson, Councilmembers Benita Sheffield Duffield, Brian Moreno, Ray Williams, Jr. and Luis Maldonado.

COUNCIL ABSENT

Mayor Pro Tem Daniel Lopez and Ruben Terrazas.

STAFF PRESENT

City Manager Jason A. Arnold, City Secretary Rosa Olvera, Chief of Police Michael Skillern, Public Works Director Joshua Richard, Code Compliance Official Tino Lopez and Fire Chief Aaron Smith.

Call to Order: Mayor Trey Wilkerson called the meeting to order at 5:15 p.m.

Mayor Wilkerson gave the invocation, then led the Pledge of Allegiance which was recited by those in attendance.

CITIZENS PRESENTATION: (Limited to 3 minutes)
This item provides the opportunity to address the City Council on any matter whether or not it is posted on the agenda. However, in accordance with the Texas Open Meetings Act, Section 551.041, the Council cannot discuss, deliberate, or take any action on matters not listed on the agenda. At this time, the Council will receive citizen comments, and if necessary, may refer the matter to City staff for research, resolution, or referral to Council on a future agenda.

None

Item #1: CONSENT AGENDA: All matters listed under Consent Agenda are considered to be routine by the City Council and will be enacted by one motion. There will not be separate discussion. If discussion is desired, that item will be removed from the consent agenda and will be considered separately. Consider approval of the following reports:

a. Minutes from June 14, 2022, Regular Session Meeting
b. Minutes from June 21, 2022 City Council Special Called Meeting
c. Financial Statement for June 2022
d. 12-Month Attendance Record for June 2022

Luis Maldonado made the motion to approve and Brian Moreno second.
All in Favor, none opposed, motion carries.

Item #2: PUBLIC HEARNG for Item 3

Public Participation: None

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Item #3: Discuss and consider taking action to consider recommending a Special Use Permit be granted for 504 Burke Street, Diboll, Texas 75941, requesting permission to operate as a barbershop, as recommended by the Planning and Zoning Commission.

Brian Moreno made the motion to approve and Benita Sheffield Duffield second.
All in Favor, none opposed, motion carries.

Item #4: Auditor Presentation: Annual presentation of Audited Financials for the 2020-2021 fiscal year, by Louis Breedlove, Senior Audit Manager with BrooksWatson & Co. PLLC..

Mr. Breedlove presented the annual 2020-2021 fiscal year audited financials report to council.

Brian Moreno made the motion to approve and Luis Maldonado second.
All in Favor, none opposed, motion carries.

Item #10: DEPARTMENT HEAD REPORTS

a. Fire Department Report
b. Police Department Report
c. Public Works Report
d. Finance & Court
e. City Manager Report

Adjournment

Mayor Wilkerson called to adjourn at 5:31p.m.

Minutes of the June 14, 2022 Regular Session Meeting approved by council on this the 9th day of August, 2022.

_____

Trey Wilkerson, Mayor

ATTEST BY:

_____
Rosa M. Olvera, City Secretary

STATE OF TEXAS §
ANGELINA COUNTY §
CITY OF DIBOLL §

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MINUTES OF THE GOVERNING BODY OF THE CITY OF DIBOLL, TEXAS BUDGET WORKSHOP HELD ON WEDNESDAY, JULY 13, 2022 AT 9:00 A.M., AT THE NECHES PINES GOLF COURSE.

COUNCIL PRESENT

Mayor Trey Wilkerson, Councilmembers Benita Sheffield Duffield, Brian Moreno, Ray Williams, Jr. and Luis Maldonado.

COUNCIL ABSENT

Mayor Pro Tem Daniel Lopez and Ruben Terrazas.

STAFF PRESENT

City Manager Jason A. Arnold, City Secretary Rosa Olvera, Finance Director Samantha Durham, Chief of Police Michael Skillern, Public Works Director Joshua Richard, Code Compliance Official Tino Lopez.

Call to Order: Mayor Trey Wilkerson called the meeting to order at 9:00a.m.

CITIZENS PRESENTATION: None

Item #1: Finance Director presented via Google Meets the 2022-2023 City of Diboll Proposed Budget.

Mayor, Council and Staff discussed budget; making recommendations to be submitted for approval at future council meeting.

Adjournment

Mayor Wilkerson called to adjourn at 12:13p.m.

Minutes of the July 13, 2022 Budget Workshop approved by council on this the 9th day of August, 2022.

_____

Trey Wilkerson, Mayor

ATTEST BY:

_____

Rosa M. Olvera, City Secretary

STATE OF TEXAS §
ANGELINA COUNTY §
CITY OF DIBOLL §

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City of Diboll
Financial Statement
As of July 31, 2022

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01 - General Fund	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Revenue Summary							
Licenses & Permits	2,199.17	1,445.66	753.51	20,635.87	14,999.99	137.57%	(5,635.88)
Fines and Fees	29,681.51	39,523.70	(9,842.19)	346,723.16	486,104.24	71.33%	139,381.08
Franchise Tax	6,618.12	33,333.33	(26,715.21)	325,215.11	400,000.00	81.30%	74,784.89
Property Tax	3,088.64	108,284.93	(105,196.29)	1,292,016.65	1,266,269.35	102.03%	(25,747.30)
Sales Tax	122,663.30	52,458.25	70,205.05	635,198.82	629,499.03	100.91%	(5,699.79)
Interest	342.24	286.16	56.08	3,032.66	2,889.16	104.97%	(143.50)
Charges for Service	0.00	616.67	(616.67)	10,250.00	6,000.00	170.83%	(4,250.00)
Miscellaneous	58.37	7,568.71	(7,510.34)	68,850.69	66,968.30	102.81%	(1,882.39)
Contributions & Grants	0.00	5,425.00	(5,425.00)	0.00	27,125.00	0.00%	27,125.00
Donations	0.00	0.00	0.00	300.00	0.00	0.00%	(300.00)
Revenue Totals	164,651.35	248,942.41	(84,291.06)	2,702,222.96	2,899,855.07	93.18%	197,632.11
Expense Summary							
Insurance	0.00	5,737.19	(5,737.19)	65,898.20	65,898.19	100.00%	(0.01)
Fines & Fees	0.00	16.33	(16.33)	259.49	350.00	74.14%	90.51
Administrative	14,996.61	47,982.60	(32,985.99)	249,006.07	388,188.28	64.15%	139,182.21
Capital Purchase	0.00	10,885.63	(10,885.63)	97,617.42	106,000.00	92.09%	8,382.58
Contractual & Professional Services	9,541.76	18,000.38	(8,458.62)	166,636.56	211,014.95	78.97%	44,378.39
Intergov't Contracts	1,707.48	2,971.73	(1,264.25)	39,969.85	48,118.95	83.06%	8,149.10
Project Expense	(2,423.27)	8,400.00	(10,823.27)	0.00	42,000.00	0.00%	42,000.00
Utility	3,150.96	5,741.12	(2,590.16)	59,227.18	81,300.06	72.85%	22,072.88
Repairs & Maintenance	8,837.34	15,473.21	(6,635.87)	138,445.30	156,401.30	88.52%	17,956.00
Materials & Supplies	8,255.25	13,642.57	(5,387.32)	141,710.96	165,171.82	85.80%	23,460.86
Miscellaneous	0.00	98.02	(98.02)	2,308.17	1,423.43	162.16%	(884.74)
Payroll Expense	243,889.55	191,252.05	52,637.50	1,694,496.07	2,166,343.20	78.22%	471,847.13
Personnel	5,074.90	(252.58)	5,327.48	18,067.81	23,958.70	75.41%	5,890.89
Transfers	0.00	(76,484.84)	76,484.84	(423,935.86)	(583,264.59)	72.68%	(159,328.73)
Grant Expense	0.00	5,425.00	(5,425.00)	31,125.00	27,125.00	114.75%	(4,000.00)
Expense Totals	293,030.58	248,888.41	44,142.17	2,280,832.22	2,900,029.29	78.65%	619,197.07

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City of Diboll
Financial Statement
As of July 31, 2022

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02 - Utility Fund	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Revenue Summary							
Charges for Service	251,007.89	224,114.41	26,893.48	2,212,267.16	2,689,373.00	82.26%	477,105.84
Miscellaneous	213.01	691.99	(478.98)	5,461.50	3,459.97	157.85%	(2,001.53)
Penalties & Interest	15,795.05	3,155.00	12,640.05	138,444.73	28,462.50	486.41%	(109,982.23)
Fines and Fees	188.97	179.51	9.46	2,348.16	1,480.91	158.56%	(867.25)
Interest	0.00	20.62	(20.62)	88,337.92	336.44	26256.66%	(88,001.48)
Revenue Totals	267,204.92	228,161.53	39,043.39	2,446,859.47	2,723,112.82	89.86%	276,253.35
Expense Summary							
Insurance	0.00	2,036.01	(2,036.01)	25,081.89	25,081.89	100.00%	0.00
Administrative	755.71	3,833.92	(3,078.21)	52,323.70	43,713.34	119.70%	(8,610.36)
Contractual & Professional Services	75,543.40	66,742.34	8,801.06	720,798.20	827,887.37	87.06%	107,089.17
Utility	9,469.00	11,171.03	(1,702.03)	110,123.73	144,650.19	76.13%	34,526.46
Repairs & Maintenance	46,450.73	18,098.41	28,352.32	141,744.72	199,166.99	71.17%	57,422.27
Materials & Supplies	12,551.53	12,996.83	(445.30)	137,100.87	156,130.00	87.81%	19,029.13
Payroll Expense	53,676.95	37,298.56	16,378.39	396,484.44	502,525.62	78.90%	106,041.18
Personnel	0.00	199.99	(199.99)	3,440.78	7,300.00	47.13%	3,859.22
Note Expense	0.00	2,869.82	(2,869.82)	34,437.78	34,437.78	100.00%	0.00
Fines & Fees	812.45	981.19	(168.74)	6,323.43	8,755.97	72.22%	2,432.54
Capital Purchase	0.00	5,833.63	(5,833.63)	53,861.90	68,336.48	78.82%	14,474.58
Intergov't Contracts	1,650.39	(666.67)	2,317.06	5,688.64	20,000.00	28.44%	14,311.36
Transfers	0.00	64,827.86	(64,827.86)	736,638.52	681,623.04	108.07%	(55,015.48)
Expense Totals	200,910.16	226,222.92	(25,312.76)	2,424,048.60	2,719,608.67	89.13%	295,560.07

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City of Diboll
Financial Statement
As of July 31, 2022

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03 - Recreation Fund	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Revenue Summary							
Fines and Fees	0.00	4.80	(4.80)	69.00	24.00	287.50%	(45.00)
Rentals & Leases	350.00	5,740.61	(5,390.61)	45,781.38	57,951.00	79.00%	12,169.62
Charges for Service	0.00	0.00	0.00	288.92	0.00	0.00%	(288.92)
Revenue Totals	350.00	5,745.41	(5,395.41)	46,139.30	57,975.00	79.58%	11,835.70
Expense Summary							
Insurance	0.00	48.58	(48.58)	600.13	600.13	100.00%	0.00
Administrative	225.80	23.75	202.05	1,242.70	2,700.00	46.03%	1,457.30
Contractual & Professional Services	60.00	267.49	(207.49)	1,636.90	5,060.00	32.35%	3,423.10
Utility	5,210.95	4,415.85	795.10	43,335.66	53,761.24	80.61%	10,425.58
Repairs & Maintenance	28.01	1,308.34	(1,280.33)	14,184.93	18,500.00	76.68%	4,315.07
Materials & Supplies	0.00	1.67	(1.67)	299.97	300.00	99.99%	0.03
Payroll Expense	4,019.09	3,812.79	206.30	32,832.05	41,655.12	78.82%	8,823.07
Transfers	0.00	(2,913.55)	2,913.55	(86,780.00)	(65,189.39)	133.12%	21,590.61
Expense Totals	9,543.85	6,964.92	2,578.93	7,352.34	57,387.10	12.81%	50,034.76

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City of Diboll
Financial Statement
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04 - Equipment Fund	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Expense Summary							
Transfers	0.00	1,916.67	(1,916.67)	23,000.00	23,000.00	100.00%	0.00
Expense Totals	0.00	1,916.67	(1,916.67)	23,000.00	23,000.00	100.00%	0.00

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City of Diboll
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05 - Restricted Fund	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Revenue Summary							
Miscellaneous	0.00	(206.72)	206.72	366.40	366.40	100.00%	0.00
Donations	0.00	180.00	(180.00)	900.00	900.00	100.00%	0.00
Contributions & Grants	60,000.00	9,325.00	50,675.00	171,900.00	111,900.00	153.62%	(60,000.00)
Revenue Totals	60,000.00	9,298.28	50,701.72	173,166.40	113,166.40	153.02%	(60,000.00)
Expense Summary							
Grant Expense	19,538.46	1,779.54	17,758.92	44,556.86	74,172.70	60.07%	29,615.84
Project Expense	0.00	(8.52)	8.52	(916.75)	1,299.11	(70.57%)	2,215.86
Miscellaneous	0.00	73.28	(73.28)	0.00	366.40	0.00%	366.40
Transfers	0.00	7,445.64	(7,445.64)	0.00	37,228.19	0.00%	37,228.19
Expense Totals	19,538.46	9,289.94	10,248.52	43,640.11	113,066.40	38.60%	69,426.29

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City of Diboll
Financial Statement
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06 - Hotel/Motel Tax Fund	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Revenue Summary							
Hotel Motel Tax	0.00	1,666.67	(1,666.67)	15,771.31	20,000.00	78.86%	4,228.69
Revenue Totals	0.00	1,666.67	(1,666.67)	15,771.31	20,000.00	78.86%	4,228.69
Expense Summary							
Administrative	0.00	(466.67)	466.67	0.00	0.00	0.00%	0.00
Transfers	0.00	4,167.62	(4,167.62)	30,420.00	34,240.00	88.84%	3,820.00
Expense Totals	0.00	3,700.95	(3,700.95)	30,420.00	34,240.00	88.84%	3,820.00

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City of Diboll
Financial Statement
As of July 31, 2022

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07 - Seized Fund	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Revenue Summary							
Interest	0.39	0.55	(0.16)	4.06	2.77	146.57%	(1.29)
Revenue Totals	0.39	0.55	(0.16)	4.06	2.77	146.57%	(1.29)
Expense Summary							
Transfers	0.00	940.63	(940.63)	7,525.00	7,525.00	100.00%	0.00
Expense Totals	0.00	940.63	(940.63)	7,525.00	7,525.00	100.00%	0.00

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City of Diboll
Financial Statement
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09 - MC Security Fund	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Revenue Summary							
Fines and Fees	814.79	805.67	9.12	9,302.45	6,945.01	133.94%	(2,357.44)
Contributions & Grants	0.00	4,320.00	(4,320.00)	0.00	21,600.00	0.00%	21,600.00
Revenue Totals	814.79	5,125.67	(4,310.88)	9,302.45	28,545.01	32.59%	19,242.56
Expense Summary							
Grant Expense	0.00	814.55	(814.55)	0.00	5,600.00	0.00%	5,600.00
Utility	0.00	2,027.54	(2,027.54)	20,674.29	24,693.37	83.72%	4,019.08
Transfers	0.00	3,485.80	(3,485.80)	5,000.00	20,345.64	24.58%	15,345.64
Expense Totals	0.00	6,327.89	(6,327.89)	25,674.29	50,639.01	50.70%	24,964.72

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City of Diboll
Financial Statement
As of July 31, 2022

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10 - MC Tech Fund	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Revenue Summary							
Fines and Fees	715.31	500.00	215.31	8,323.23	6,000.00	138.72%	(2,323.23)
Revenue Totals	715.31	500.00	215.31	8,323.23	6,000.00	138.72%	(2,323.23)
Expense Summary							
Utility	20.26	290.84	(270.58)	3,443.55	4,645.59	74.13%	1,202.04
Materials & Supplies	0.00	277.73	(277.73)	0.00	3,055.00	0.00%	3,055.00
Transfers	0.00	3,331.43	(3,331.43)	23,320.00	23,320.00	100.00%	0.00
Expense Totals	20.26	3,900.00	(3,879.74)	26,763.55	31,020.59	86.28%	4,257.04

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City of Diboll
Financial Statement
As of July 31, 2022

11 - PEG Fund	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Revenue Summary							
Franchise Tax	0.00	291.67	(291.67)	3,304.10	3,500.00	94.40%	195.90
Revenue Totals	0.00	291.67	(291.67)	3,304.10	3,500.00	94.40%	195.90

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City of Diboll
Financial Statement
As of July 31, 2022

8/1/2022 8:50 AM

12 - Red Light Fund	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Revenue Summary							
Interest	9.58	9.37	0.21	79.03	46.84	168.72%	(32.19)
Revenue Totals	9.58	9.37	0.21	79.03	46.84	168.72%	(32.19)
Expense Summary							
Transfers	0.00	2,272.73	(2,272.73)	25,000.00	25,000.00	100.00%	0.00
Expense Totals	0.00	2,272.73	(2,272.73)	25,000.00	25,000.00	100.00%	0.00

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City of Diboll
Financial Statement
As of July 31, 2022

8/1/2022 8:50 AM

13 - Debt Service Fund	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Revenue Summary							
Property Tax	402.15	10,566.14	(10,163.99)	137,520.09	134,362.47	102.35%	(3,157.62)
Interest	30.03	0.00	30.03	159.89	0.00	0.00%	(159.89)
Revenue Totals	432.18	10,566.14	(10,133.96)	137,679.98	134,362.47	102.47%	(3,317.51)
Expense Summary							
Bond Expense	106,610.38	39,187.62	67,422.76	484,553.28	484,553.28	100.00%	0.00
Fines & Fees	417.37	60.83	356.54	717.37	450.00	159.42%	(267.37)
Transfers	0.00	(30,597.16)	30,597.16	(378,228.00)	(373,618.78)	101.23%	4,609.22
Note Expense	0.00	1,914.83	(1,914.83)	22,978.00	22,978.00	100.00%	0.00
Expense Totals	107,027.75	10,566.12	96,461.63	130,020.65	134,362.50	96.77%	4,341.85

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City of Diboll
Financial Statement
As of July 31, 2022

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14 - Endowment Fund	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Revenue Summary							
Interest	0.00	813.15	(813.15)	0.00	7,750.55	0.00%	7,750.55
Not Categorized	0.00	0.00	0.00	6,168.34	0.00	0.00%	(6,168.34)
Revenue Totals	0.00	813.15	(813.15)	6,168.34	7,750.55	79.59%	1,582.21
Expense Summary							
Transfers	0.00	813.15	(813.15)	(125,000.00)	7,750.55	(1612.79%)	132,750.55
Expense Totals	0.00	813.15	(813.15)	(125,000.00)	7,750.55	-1,612.79%	132,750.55

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City of Diboll
Financial Statement
As of July 31, 2022

8/1/2022 8:50 AM

15 - Road Maintenance Fund	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Expense Summary							
Repairs & Maintenance	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
Transfers	0.00	1,579.78	(1,579.78)	0.00	0.00	0.00%	0.00
Expense Totals	0.00	1,579.78	(1,579.78)	0.00	0.00	0.00%	0.00

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City of Diboll
Financial Statement
As of July 31, 2022

16 - MC Local Truancy Prevention & Diversion Fund	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Revenue Summary							
Fines and Fees	740.30	583.33	156.97	8,056.40	7,000.00	115.09%	(1,056.40)
Revenue Totals	740.30	583.33	156.97	8,056.40	7,000.00	115.09%	(1,056.40)
Expense Summary							
Contractual & Professional Services	0.00	(1,027.27)	1,027.27	0.00	0.00	0.00%	0.00
Expense Totals	0.00	(1,027.27)	1,027.27	0.00	0.00	0.00%	0.00

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City of Diboll
Financial Statement
As of July 31, 2022

8/1/2022 8:50 AM

17 - MC Municipal Jury Fund	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Revenue Summary							
Fines and Fees	15.80	10.00	5.80	161.92	120.00	134.93%	(41.92)
Revenue Totals	15.80	10.00	5.80	161.92	120.00	134.93%	(41.92)

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City of Diboll
Financial Statement
As of July 31, 2022

18 - Keep Diboll Beautiful	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Revenue Summary							
Contributions & Grants	25,000.00	1,047.93	23,952.07	37,575.19	12,575.19	298.80%	(25,000.00)
Donations	0.00	1,875.00	(1,875.00)	15,000.00	15,000.00	100.00%	0.00
Revenue Totals	25,000.00	2,922.93	22,077.07	52,575.19	27,575.19	190.66%	(25,000.00)
Expense Summary							
Project Expense	0.00	2,922.92	(2,922.92)	17,733.81	27,575.19	64.31%	9,841.38
Expense Totals	0.00	2,922.92	(2,922.92)	17,733.81	27,575.19	64.31%	9,841.38

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City of Diboll
Financial Statement
As of July 31, 2022

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19 - Street Project Fund	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Revenue Summary							
Interest	36.31	0.00	36.31	38.65	0.00	0.00%	(38.65)
Revenue Totals	36.31	0.00	36.31	38.65	0.00	0.00%	(38.65)

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City of Diboll
Financial Statement
As of July 31, 2022

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50 - Restricted Project Fund	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Expense Summary							
Transfers	0.00	(17,097.62)	17,097.62	(292,600.00)	(292,600.00)	100.00%	0.00
Expense Totals	0.00	(17,097.62)	17,097.62	(292,600.00)	(292,600.00)	100.00%	0.00

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City of Diboll
Financial Statement
As of July 31, 2022

8/1/2022 8:50 AM

55 - ARP Funds	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Revenue Summary							
Interest	131.43	0.00	131.43	139.90	0.00	0.00%	(139.90)
Revenue Totals	131.43	0.00	131.43	139.90	0.00	0.00%	(139.90)

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DIBOLL CITY COUNCIL
12-MONTH ATTENDANCE RECORD

Council Member	5/27/2021	6/8/2012	7/13/212	7/20/2021	8/10/2021	8/24/212	9/14/2021	9/21/2021	9/30/2021	10/6/2021	10/12/2021	11/9/2021
Brian Moreno	0	0	0	0	0	0	0	0	0	0	0	0
Ruben Terrazas	0	0	1	1	0	0	0	0	0	0	0	0
Daniel Lopez	0	0	0	0	0	0	0	0	0	0	0	0
Ray Williams, Jr.												
Benita Sheffield Duffield	1	0	0	0	0	0	0	0	0	0	0	0
Luis Maldonado	0	0	1	1	0	1	0	0	0	0	0	0
Trey Wilkerson	0	0	0	0	0	0	0	0	0	0	0	0
Total Absences	**1**	**0**	**2**	**2**	**0**	**1**	**0**	**0**	**0**	**0**	**0**	**0**

Council Member	12/14/2021	1/11/2022	2/8/2022	3/8/2022	4/12/2022	5/10/2022	5/18/2022	6/14/2022	6/21/2022	7/12/2022	7/13/2022	TOTAL TO-DATE
Brian Moreno	0	0	0	0	0	0	0	0	0	0	0	**0**
Ruben Terrazas	0	0	0	0	0	0	1	0	0	1	1	**5**
Daniel Lopez	1	0	1	0	0	0	0	0	0	1	1	**4**
Ray Williams, Jr.						0	0	0	0	0	0	**0**
Benita Sheffield Duffield	0	0	0	0	0	0	0	0	0	0	0	**1**
Luis Maldonado	1	0	0	0	0	0	0	1	0		0	**5**
Trey Wilkerson	0	0	0	0	0	0	0	0	0	0	0	**0**
Total Absences	**2**	**0**	**1**	**0**	**0**	**0**	**1**	**1**	**0**	**2**	**2**	**15**

Rosa M. Olvera - City Secretary

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Investment Report for the Quarter Ending June 30, 2022

INVESTMENT STRATEGY: The City intends to pursue a passive portfolio management philosophy. While the financial market will be monitored by investment officials and the City will purchase investments based on the parameters for liquidity and based on market conditions, investment officials do not intend to actively sell investments. Market and credit risk shall be minimized by diversification by investment instrument, by financial institution, and by maturity scheduling.

This report is in compliance with the Act, Chapter 2256 of the Local Government Code and the City of Diboll Investment Policy and Strategies

Respectfully Submitted: Sam Dunham

Dated: 7/20/2022

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City of Diboll
Endowment Investment Detail
through 3/31/2022

Money Market/Pooled Investments				
	Rate	Balance	Type	Description
Southside Trust Money Market - Investment Custody	2.0200%	15,779.91	Restricted	General Fund - Endowments
Total Pool and Money Market		15,779.91		

Endowment Investments

Principal may never be spent. Interest is used to fund operations of civic center, library, park and cemeteries.

Issuer	Purchase Date	Maturity Dates	Rate	Life (days)	Par Value	FMV	Previous Qtr FMV	Change in Mkt from last Qtr
US Treasury Bond	4/30/2021	4/30/2026	0.75%	1,379	170,000	156,041.30	157,647.80	(1,606.50)
Goldman Sachs CD	11/20/2019	11/21/2022	1.80%	123	46,000	45,967.80	46,245.18	(277.38)
Ally Bank UTAH CD	1/30/2020	1/30/2023	1.80%	193	85,000	84,797.70	85,481.95	(684.25)
Federal Home Loan Bank	1/13/2022	12/20/2024	1.05%	883	250,000	237,662.50	239,375.00	(1,712.50)
Capital One Bank	4/21/2022	4/21/2025	2.75%	1,005	246,000	241,532.64	246,000.00	(4,467.36)
Total Endowment Investments					797,000.00	766,001.94	774,749.93	(8,747.99)

Purchases / Redemptions

Issuer	*Purchase Date*	*Redemption Date*	*Rate*	*Par Value*	*Purchases/ Redemptions*
Capital One Bank	4/21/2022	4/21/2025	2.75%	246,000.00	(246,000.00)
Wells Fargo Bank CD	2/15/2017	2/15/2022	2.25%	150,000.00	150,000.00
Morgan Stanley Bank CD	4/11/2019	4/11/2022	2.60%	100,060.00	100,060.00

Due From (+) / To(-)	*Description*	
Southside Trust Money Market - City of Diboll		(86,781.85)

Transfer From (+) / To(-)	*Description*	*Transfer Date*	*Transfer Amount*

SSB Trust Endowment Returns			2022	NOTES
	Endow Amt (in $1,000)	%	10/1/21 thru 6/30/22	10/1/21 thru 3/31/23
Civc Center	100	14%	1,036.69	Transfer to City
Forest haven	50	7%	518.35	Transfer to City
Library	100	14%	1,036.69	Transfer to Library
Park	20	3%	207.34	Transfer to City
Temple	425	61%	4,405.95	Transfer $5,100 per yr expenses + 15% remaining
Total	695	100%	7,205.03	
Total Fees			(747.17)	
Total Dividends			54.97	
Total Interest			7,897.23	

TOTAL ENDOWMENT INVESTMENTS	Balance
CASH EQUIVILENTS	15,779.91
FIXED INCOME SECURITIES	766,001.94
TOTAL ENDOWMENT INVESTMENTS	781,781.85

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City of Diboll
City Investment Detail
through 6/30/2022

Money Market/Pooled Investments				
	Rate	Balance	Type	Description
Southside Trust Money Market - City of Diboll	4.9500%	4,870.46	Unrestricted	General Fund
Commercial Bank	0.1500%	252,023.57	Unrestricted	General Fund
Texpool Contingency Account	1.0013%	256,023.57	Unrestricted	General Fund
Texpool Meter Deposit Account	1.0013%	104,559.09	Restricted	Water and Sewer Fund - Meter Deposits
Logic Contingency Account	1.1797%	278,119.25	Unrestricted	Water and Sewer Fund
BOK Financial	1.1100%	3,860,259.94	Restricted	Utility Fund - TWDB Loan Proceeds
Total Pool and Money Market		4,755,855.88		

Investments								
Issuer	Purchase Date	Maturity Dates	Rate	Life (days)	Par Value	FMV	Previous Qtr FMV	Change in Mkt from last Qtr
Morgan Stanley Bank CD	6/5/2018	5/31/2023	3.25%	314	93,000	93443.61	94,920.45	(1,476.84)
Total Endowment Investments					93,000.00	94,920.45		(1,476.84)

Purchases / Redemptions					
Issuer	*Purchase Date*	*Redemption Date*	*Rate*	*Par Value*	*Purchases/ Redemptions*

Due From (+) / To(-)	*Description*	
Southside Trust Money Market - Investment Custody		86,781.85

Transfer From (+) / To(-)	*Description*	*Transfer Date*	*Transfer Amount*

Year to Date Interest Earnings*		
** Interest is reflected net of bank service fees*		
General Fund	01-01-3800	2690.42
Utility Fund	02-09-3800	892.58
Seized Fund	07-03-3800	3.67
Red Light Fund	12-01-3800	69.45
Debt Service Fund	13-01-3800	129.86
Total interest earned		3785.98

SSB Trust Returns	2022
	10/1/21 thru 6/30/22
Total	2,883.38
Total Fees	(152.65)
Total Dividends	13.53
Total Interest	3,022.50

TOTAL ENDOWMENT INVESTMENTS	
	Balance
CASH EQUIVILENTS	4,755,855.88
FIXED INCOME SECURITIES	94,920.45
TOTAL ENDOWMENT INVESTMENTS	4,850,776.33

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City of Diboll
Cash Detail
through 6/30/2022

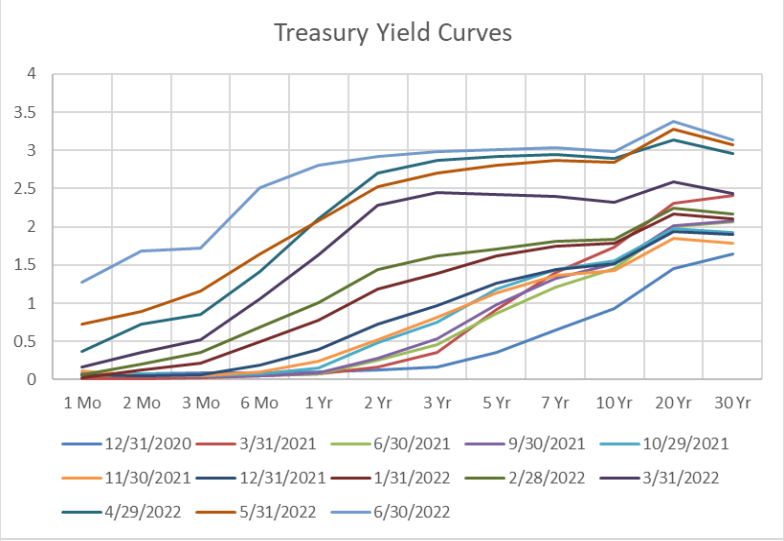
Cash Balances				
Restricted funds may only be used for the items described, Consolidated Cash Report				
Account Name	**Fund Description**	**Balance**	**Type**	**Description**
Consolidated Cash	General	901,076.31	Unrestricted	General Fund Operations
Consolidated Cash	Utility	(86,186.19)	Unrestricted	Water and Sewer Fund Operations
Consolidated Cash	Recreation	10,479.54	Unrestricted	Recreation Fun Operations
Consolidated Cash	Equipment	356.27	Unrestricted	Funds from sale of equipment
Consolidated Cash	Restricted	125,334.56	Restricted	Donated funds for specific projects
Consolidated Cash	Hotel/Motel	70,194.14	Restricted	Hotel taxes are deposited in this account
Consolidated Cash	Municipal Court Security	26,718.19	Restricted	Funds to be used to enhance the security of the court
Consolidated Cash	Municipal Court Technology	8,006.03	Restricted	Funds to be used to enhance the technology of the court
Consolidated Cash	Debt Service	60,542.65	Restricted	Property taxes designated for the payment of debt are deposited in this account
Consolidated Cash	MC Local Trueancy Prevention	18,641.08	Restricted	Funds to be used to finance a juvenile case manager
Consolidated Cash	MC Municipal Jury Fund	372.49	Restricted	Funds to be used for jury services
Consolidated Cash	Keep Diboll Beautiful	9,841.38	Restricted	Funds to be used for beautification of Diboll
Consolidated Cash	Retricted Project Fund	292,600.00	Restricted	Funds retricted to be used for Council Approved Projects
	Total Consolidated Cash	1,437,976.45		
Operations	General Fund	500.06	Unrestricted	Funds to be used for the purpose of accounts payable processing
PEG	PEG Fund	56,563.64	Restricted	Fees received from cable franchise for use in public television capital projects
Seized Funds	Siezed Fund	7,595.98	Restricted	Funds siezed from drug arrests are deposited in this account
Debt Service	Water and Sewer Fund	185,797.00	Restricted	Restricted to the payment of Debt Service
ARP	General Fund	644,747.51	Restricted	American Rescue Plan Grant Proceeds - restricted to approved projects
SIB	General Fund	225,000.00	Restricted	State Infrastructure Bank Loan proceeds - For the Contruction of Road
Red Light Revenue	General Fund	75,229.17	Restricted	Red Light Cameras no longer producing revenue, partial balance to fund pending litigation
	Total Other Cash	1,195,433.36		
Total Cash Balances		$ 2,633,409.81		

Accounts Closed		
Bank	***Description***	***Notes***
None		

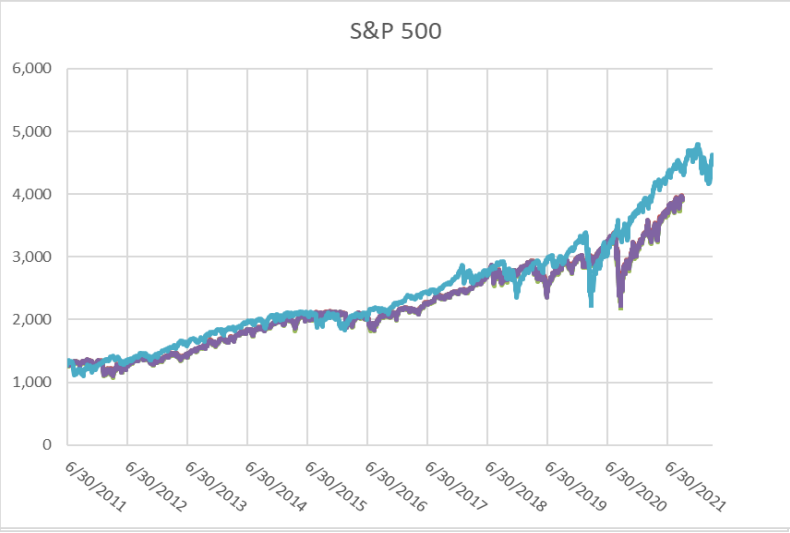
Accounts Opened		
Bank	***Description***	***Notes***
None		

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City of Diboll
Market Detail
through 6/30/2022







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CITY OF DIBOLL

LOCAL GENERAL PROCUREMENT POLICIES AND PROCEDURES STATEMENT

CHECK BOX APPLICABLE:	APPLICABLE CODE, REGULATION AND/OR PROCUREMENT POLICY FOLLOWED:
	L.G. 252 PURCHASING AND CONTRACTING AUTHORITY OF MUNICIPALITIES
	L.G. 262 PURCHASING AND CONTRACTING AUTHORITY OF COUNTIES
	L.G. 271 PURCHASING AND CONTRACTING AUTHORITY OF LOCAL GOV
	G.V. 2253 PUBLIC WORKS PERFORMANCE AND PAYMENT BONDS
	G.V. 2254 PROFESSIONAL AND CONSULTING SERVICES
	G.V. 2269 CONTRACT AND DELIVERY SERVICES FOR CONSTRUCTION PROJECTS
	LOCAL SPECIFIC PROCUREMENT POLICIES
	HOME-RULE MUNICIPALITY WITH SPECIFIC PROCUREMENT POLICIES
	OTHER / ADDITIONAL (LIST BELOW):
	1.
	2.
	3.

The regulations listed above have been reviewed and adapted as applicable by legal or otherwise authorized representatives of the City of Diboll and were approved for adoption through the City of Diboll City Council on August 9, 2022. Copies of our adopted Local Procurement Policies are available upon request.

_____

Jason Arnold, City Manager

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PINEY WOODS SANITATION

517 Highway 69 North
P.O. Box 1417
Huntington, Texas 75949
Office: 936-876-5640 * Fax: 936-876-3701

July 21, 2022

Jason Arnold
City Manager
400 Kenley Street
Diboll, TX 75941

Re: Waste Collection Service Contract

Dear Mr. Arnold:

This letter is written to request that the Diboll City Counsel consider our request for a renewal on our solid waste collection contract. We have served the city of Diboll for over 15 years. We do not claim to be perfect, however, we are consistent and responsive to the needs of the city of Diboll.

Piney Woods Sanitation has had to manage many challenges while keeping the city clean. We have been dealing with Covid 19 and the procedures to keep our employees healthy. Our price for Fuel has gone up over $2.50 per gallon over the last 18 months. The price of Lubricants, Labor, and replacement equipment has skyrocketed this last two years. We have had to invest in our employees and newer equipment to keep the service consistent. Piney Woods Sanitation is asking for a 4.5% increase for the next contract year. This increase is less than the 75% of the CPI (attached), as allowed in our contract section 9. The proposed change in rates would take the current rate of $15.45 to $16.15 (inclusive of city franchise fee). A new rate sheet has been attached for your convenience.

Piney Woods Sanitation is extremely satisfied with the working relationship that has developed between the city of Diboll and our company over the past 15 years. The increase is for the years 2021 through 2022 based on the Consumer Price Index, US City Average for All Urban Consumers, All other terms and of the current contract and modifications would remain in place.

If you have any questions or if we may be of assistance, please let us know.

Sincerely,

Mike Wilson

Mike Wilson

Piney Woods Sanitation
517 Highway 69 North
Huntington, TX 75949

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Waste Collection Service Contract
MODIFICATION #4

This Contract Modification is made effective and entered into on August 22, 2022, by and between the CITY OF DIBOLL, TEXAS (CITY) and PINEY WOODS SANITATION, INC. (CONTRACTOR). This is a Contract Modification to the original Contract dated December 1, 2007.

Purpose of Modification

1. The initial term of this Contract shall be extended for a five (5) year period to terminate on November 30, 2027. At the end of the initial term the parties have the option to extend the Contract for an additional five (5) year term.

2. All rates will be adjusted as per section 9. by 4.5% starting December 1, 2022.

EXECUTED in multiple copies, each of which shall be deemed to be an original.

CITY OF DIBOLL, TEXAS

BY: _____ DATE: _____

Title:

PINEY WOODS SANITATION, INC.

BY: _____ DATE: _____

Title:

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Residential Rate Schedule	Price	City franchise fee of 12%	Contractor	
2017	$15.45	$1.85	$13.59	
Size	Frequency per week	Price	City 12%	Contractor
2yd	1	$91.94	$11.03	$80.91
2yd	2	$165.14	$19.82	$145.33
2yd	3	$179.31	$21.52	$157.79
2yd	4	$209.77	$25.17	$184.60
2yd	5	$245.47	$29.46	$216.02
3 yd	1	$103.10	$12.37	$90.72
3 yd	2	$174.51	$20.94	$153.57
3 yd	3	$213.12	$25.57	$187.55
3 yd	4	$248.82	$29.86	$218.96
3 yd	5	$290.11	$34.81	$255.30
4yd	1	$125.86	$15.10	$110.76
4yd	2	$190.13	$22.82	$167.32
4yd	3	$241.01	$28.92	$212.09
4yd	4	$324.02	$38.88	$285.14
4yd	5	$415.68	$49.88	$365.80
6yd	1	$132.11	$15.85	$116.26
6yd	2	$239.23	$28.71	$210.53
6yd	3	$330.73	$39.69	$291.04
6yd	4	$435.62	$52.27	$383.34
6yd	5	$524.88	$62.99	$461.89
8yd	1	$190.13	$22.82	$167.32
8yd	2	$298.37	$35.80	$262.56
8 yd	3	$407.27	$48.87	$358.40
8yd	4	$516.62	$61.99	$454.62
8yd	5	$613.69	$73.64	$540.05
Hand Acct		$19.64	$2.36	$17.28

Residential Rate Schedule	Price	City franchise fee of 12%	Contractor	
2017	$16.15	$1.94	$14.21	
Size	Frequency per week	Price	City 12%	Contractor
2yd	1	$102.97	$12.36	$90.62
2yd	2	$184.96	$22.19	$162.76
2yd	3	$200.83	$24.10	$176.73
2yd	4	$234.94	$28.19	$206.75
2yd	5	$274.93	$32.99	$241.94
3 yd	1	$115.47	$13.86	$101.62
3 yd	2	$195.45	$23.45	$172.00
3 yd	3	$238.69	$28.64	$210.05
3 yd	4	$278.68	$33.44	$245.24
3 yd	5	$324.92	$38.99	$285.93
4yd	1	$140.96	$16.92	$124.05
4yd	2	$212.95	$25.55	$187.39
4yd	3	$269.93	$32.39	$237.54
4yd	4	$362.90	$43.55	$319.36
4yd	5	$465.56	$55.87	$409.70
6yd	1	$147.96	$17.76	$130.21
6yd	2	$267.94	$32.15	$235.79
6yd	3	$370.42	$44.45	$325.97
6yd	4	$487.89	$58.55	$429.35
6yd	5	$587.87	$70.54	$517.32
8yd	1	$212.95	$25.55	$187.39
8yd	2	$334.17	$40.10	$294.07
8 yd	3	$456.14	$54.74	$401.41
8yd	4	$578.61	$69.43	$509.18
8yd	5	$687.33	$82.48	$604.85
Hand Acct		$22.00	$2.64	$19.36

Rolloffs

Open top	Price	City 12%	Contractor
20yd	$458.74	$55.05	$403.69
30yd	$548.63	$65.84	$482.79
40yd	$638.54	$76.62	$561.91
42yd	$686.44	$82.37	$604.07

Compactor	Price	City 12%	Contractor
36yd	$610.18	$73.22	$536.96
40yd	$646.14	$77.54	$568.61
42yd	$694.43	$83.33	$611.10

Open top; no landfill	Price	City 12%	Contractor
20yd	$303.88	$36.47	$267.41
30yd	$316.33	$37.96	$278.37
40yd	$328.79	$39.46	$289.34
42yd	$361.20	$43.34	$317.85

Compactor; no landfill	Price	City 12%	Contractor
36 yd	$325.39	$39.05	$286.34
40yd	$329.70	$39.56	$290.14
42yd	$362.13	$43.46	$318.67

Rolloffs

Open top	Price	City 12%	Contractor
20yd	$513.79	$61.65	$452.13
30yd	$614.47	$73.74	$540.73
40yd	$715.16	$85.82	$629.35
42yd	$768.81	$92.26	$676.56

Compactor	Price	City 12%	Contractor
36yd	$683.40	$82.01	$601.39
40yd	$723.68	$86.84	$636.84
42yd	$777.76	$93.33	$684.43

Open top; no landfill	Price	City 12%	Contractor
20yd	$340.35	$40.84	$299.50
30yd	$354.29	$42.51	$311.77
40yd	$368.24	$44.19	$324.06
42yd	$404.54	$48.55	$356.00

Compactor; no landfill	Price	City 12%	Contractor
36 yd	$364.44	$43.73	$320.70
40yd	$369.26	$44.31	$324.95
42yd	$405.59	$48.67	$356.92

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U.S. BUREAU OF LABOR STATISTICS

Databases, Tables & Calculators by Subject

Change Output Options: From: 2017 To: 2022 GO
include graphs include annual averages More Formatting Options

Data extracted on: July 22, 2022 (7:54:05 AM)

CPI for All Urban Consumers (CPI-U)

Series Id: CUSR0000SA0
Seasonally Adjusted
Series Title: All items in U.S. city average, all urban consumers, seasonally adjusted
Area: U.S. city average
Item: All items
Base Period: 1982-84=100

Download: xlsx

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	HALF1	HALF2
2017	243.618	244.006	243.892	244.193	244.004	244.163	244.243	245.183	246.435	246.626	247.284	247.805		
2018	248.743	249.439	249.581	250.146	250.779	251.118	251.323	251.749	252.239	252.862	252.657	252.551		
2019	252.470	253.135	254.273	255.163	255.325	255.361	255.900	256.179	256.596	257.305	257.788	258.263		
2020	258.682	259.007	258.165	256.094	255.944	257.217	258.543	259.580	260.190	260.352	260.721	261.564		
2021	262.200	263.346	265.028	266.727	268.599	270.955	272.184	273.092	274.214	276.590	278.524	280.126		
2022	281.933	284.182	287.708	288.663	291.474	295.328								

12-Month Percent Change
Series Id: CUSR0000SA0
Seasonally Adjusted
Series Title: All items in U.S. city average, all urban consumers, seasonally adjusted
Area: U.S. city average
Item: All items
Base Period: 1982-84=100

Download: xlsx

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	HALF1	HALF2
2017	2.5	2.8	2.4	2.2	1.9	1.6	1.7	1.9	2.2	2.0	2.2	2.1		
2018	2.1	2.2	2.3	2.4	2.8	2.8	2.9	2.7	2.4	2.5	2.2	1.9		
2019	1.5	1.5	1.9	2.0	1.8	1.7	1.8	1.8	1.7	1.8	2.0	2.3		
2020	2.5	2.3	1.5	0.4	0.2	0.7	1.0	1.3	1.4	1.2	1.1	1.3		
2021	1.4	1.7	2.7	4.2	4.9	5.3	5.3	5.2	5.4	6.2	6.8	7.1		
2022	7.5	7.9	8.6	8.2	8.5	9.0								

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First Amendment to Installation Contract

Contract No.: 40P-C22-3273

This First Amendment to Installation Contract (the "First Amendment") is made as the 2nd day of August, 2022, by and between Performance Services, Inc. ("PSI") and City of Diboll ("Owner") with respect to that certain Installation Contract entered into by and between PSI and Owner, dated June 15, 2022, in the amount of Five Million Three Hundred Ninety Eight Thousand Nine Hundred Eighty Five and 00/100 Dollars ($5,398,985.00) (the "Installation Contract"). All capitalized terms contained herein and not otherwise defined shall have the meaning ascribed to them in the Installation Contract.

PSI and Owner hereby agree that the Installation Contract shall be amended as follows:

Pursuant to the terms of Section 9 of the Installation Contract, Owner desires to modify the Scope of Work as illustrated on the attached Exhibit "A" (the "Additional Scope of Work") in the amount of Twenty Nine Thousand Two Hundred Dollars ($29,200.00) (the "Additional Scope of Work Price"). Therefore, the Contract Price of the Installation Contract is hereby amended to Five Million Four Hundred Twenty Eight Thousand One Hundred Eighty Five Dollars ($5,428,185.00).

All other terms and provisions of the Installation Contract shall remain in full force and effect.

"OWNER":	**"PSI":**
CITY OF DIBOLL	**PERFORMANCE SERVICES, INC.**
By: _____	By: _____
Printed/Title: _____	Jim Adams, General Manager

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Gilmore & Bell, P.C.
Draft-August 3, 2022

TRANSCRIPT OF DOCUMENTS

RELATING TO
$34,211
FIRST AMENDMENT TO PUBLIC PROPERTY FINANCE ACT
LEASE PURCHASE AGREEMENT
DATED AS OF AUGUST 12, 2022, BETWEEN
FIRST SECURITY FINANCE, INC., AS LESSOR, AND THE
CITY OF DIBOLL, TEXAS, AS LESSEE, AMENDING
PUBLIC PROPERTY FINANCE ACT LEASE PURCHASE AGREEMENT
DATED AS OF JUNE 28, 2022

INDEX

Closing Date: August 12, 2022

Document No.

1. First Amendment to Public Property Finance Act Lease Purchase Agreement, with the following exhibits attached:

   Exhibit A-1: Description of the Personal Property (Additional).
   Exhibit B-1: Payment Schedule (Additional).

2. First Amendment to Escrow Agreement.

3. Federal Tax Agreement, with the following exhibits attached:

   Exhibit A: Amortization Schedule and Calculation of Yield on the Lease Amendment.
   Exhibit B: IRS Form 8038-GC.
   Exhibit C: Description of Personal Property.
   Exhibit D: Sample Annual Compliance Checklist.
   Exhibit E: Certificate of Lender.

4. Lessee's Closing Certificate, with evidence of authorization from Lessee's governing body attached.

5. Opinion of Lessee Counsel.

6. Opinion of Special Counsel to Lessor.

7. First Amendment to Installation Contract.

8. UCC-3 Financing Statement Amendment (Addition of Collateral).

9. Funding Memorandum.

* * *

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FIRST AMENDMENT TO
PUBLIC PROPERTY FINANCE ACT LEASE PURCHASE AGREEMENT

THIS FIRST AMENDMENT TO PUBLIC PROPERTY FINANCE ACT LEASE PURCHASE AGREEMENT dated as of August 12, 2022 (this "Lease Amendment") is entered into between **FIRST SECURITY FINANCE, INC.**, as lessor ("Lessor"), and the **CITY OF DIBOLL, TEXAS**, as lessee ("Lessee"), to amend that certain Public Property Finance Act Lease Purchase Agreement dated as of June 28, 2022 (the "Original Lease" and together with this Lease Amendment, the "Lease"), originally entered into between Lessee and the Lender, as lessor. Capitalized terms used herein unless otherwise defined herein are used with the meanings indicated in the Original Lease unless the context clearly requires otherwise.

RECITALS

WHEREAS, Lessor and Lessee have previously entered into the Original Lease to provide for the acquisition and installation of certain energy savings improvements (the "Personal Property") pursuant to the terms of an Installation Contract dated as of June 15, 2022 (the "Installation Contract"), between Lessee and Performance Services, Inc ("PSI"), and for the leasing by Lessee of the Personal Property with an option to purchase, and a related Escrow Agreement dated as of June 28, 2022 (the "Escrow Agreement"), among Lessee, Lessor and Bank OZK, as escrow agent; and

WHEREAS, Lessee desires to acquire and install improvements related to the Personal Property, as described in the First Amendment to Installation Contract dated August 2, 2022 (the "Installation Contract Amendment"), and on **Exhibit A-1** attached hereto, entered into between Lessee and PSI, and Lessee has requested Lessor to provide additional funds to pay the costs relating to the acquisition and installation of such additional improvements, together with costs of entering into this Lease Amendment and capitalized interest coming due during the acquisition period; and

WHEREAS, in order to accomplish the foregoing, it is necessary to amend the Original Lease to increase the Rental Payments payable by Lessee thereunder, by adding an additional Payment Schedule to the Original Lease, as set forth on **Exhibit B-1** attached hereto; and

WHEREAS, Lessor and Lessee are willing to enter into this Lease Amendment upon the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the parties hereto agree as follows:

Section 1. Amendment to Personal Property Schedule. Exhibit A – Personal Property Schedule attached to the Original Lease is hereby amended by adding **Exhibit A-1** thereto, in the form attached to this Lease Amendment. **Exhibit A-1** will be a part of **Exhibit A** to the Lease for all purposes.

Section 2. Amendment to Payment Schedule. Exhibit B – Payment Schedule attached to the Original Lease is hereby amended by adding **Exhibit B-1** thereto, in the form attached to this Lease Amendment. **Exhibit B-1** will be a part of **Exhibit B** to the Lease for all purposes, and Lessee agrees to pay such Rental Payments with respect to the Personal Property during the Lease Term in the amounts and on the dates specified in **Exhibit B** to the Original Lease and in **Exhibit B-1** to this Lease Amendment.

Section 3. Authorization by Lessee; Enforceable Obligation. Lessee has authorized by all necessary action the execution and delivery of this Lease Amendment and such other documents as may be required to be executed and delivered in order to carry out, give effect to and consummate the transaction contemplated hereby. The Original Lease, as amended hereby, is a valid and binding obligation of Lessee, enforceable in accordance with its terms, except to the extent limited by applicable bankruptcy, insolvency, reorganization or other laws affecting creditors' rights generally.

Section 4. Lessee's Covenants and Representations. Lessee hereby represents, warrants and covenants that (i) its representations, warranties and covenants set forth in the Original Lease, as amended by this Lease

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Amendment (including but not limited to Section 2 thereof) are true and correct as though made on the date hereof, and (ii) it has levied, assessed and collected a continuing direct annual Limited Tax on all taxable property within the boundaries of Lessee, within the limitations prescribed by law, at a rate sufficient, together with such other lawfully available revenues and funds, for the payment of all Rental Payments under the Lease during Lessee's current fiscal period, and sufficient funds have been set aside and appropriated by Lessee for the payment of all such Rental Payments. Until the Lease is paid in full, Lessee will continue to comply with all provisions of the Original Lease, as amended by this Lease Amendment.

Section 5. Complete Agreement. The Original Lease has not been modified or amended, except by this Lease Amendment, and remains in full force and effect.

Section 6. Counterparts; Electronic Transaction. This Lease Amendment may be executed in multiple counterparts, each of which shall be regarded for all purposes as an original, and such counterparts shall constitute but one and the same instrument. In addition, the transaction described herein may be conducted and this Lease Amendment and related documents may be stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

Section 7. Ratification of Lease. This Lease Amendment is hereby made a part of the Original Lease, and Lessor and Lessee hereby ratify and confirm the Lease. The terms and provisions of the Original Lease are hereby incorporated by reference and made a part hereof.

IN WITNESS WHEREOF, Lessor and Lessee have caused this First Amendment to Public Property Finance Act Lease Purchase Agreement to be executed in their corporate names by their duly authorized officers as of the date first above written.

FIRST SECURITY FINANCE, INC.

By: _____
Name: Mark Killingsworth
Title: Vice President

CITY OF DIBOLL, TEXAS

By: _____
Name: Trey Wilkerson
Title: Mayor

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EXHIBIT A-1

PERSONAL PROPERTY SCHEDULE
(ADDITIONAL)

THIS EXHIBIT A-1 IS ADDED TO THAT CERTAIN PUBLIC PROPERTY FINANCE ACT LEASE PURCHASE AGREEMENT DATED AS OF JUNE 28, 2022, AS AMENDED BY FIRST AMENDMENT TO PUBLIC PROPERTY FINANCE ACT LEASE PURCHASE AGREEMENT DATED AUGUST 12, 2022, BETWEEN CAPITAL ONE PUBLIC FUNDING, LLC, AS LESSOR, AND THE CITY OF DIBOLL, TEXAS, AS LESSEE

The description of the Personal Property is amended to include the following additional improvements, to be installed at the City Hall/Safety Center, 400 Kenley Street, Diboll, TX 75941:

[To Come – See Exhibit A to First Amendment to Installment Contract.]

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EXHIBIT B-1

PAYMENT SCHEDULE
(ADDITIONAL)

THIS EXHIBIT B-1 IS ADDED TO THAT CERTAIN PUBLIC PROPERTY FINANCE ACT LEASE PURCHASE AGREEMENT DATED AS OF JUNE 28, 2022, AS AMENDED BY FIRST AMENDMENT TO PUBLIC PROPERTY FINANCE ACT LEASE PURCHASE AGREEMENT DATED AS OF AUGUST 12, 2022, BETWEEN FIRST SECURITY FINANCE, INC., AS LESSOR, AND THE CITY OF DIBOLL, TEXAS, AS LESSEE

Principal Amount: **$34,211**
Interest Rate: **3.68%**

Rental Payment Date	Total Rental Payment	Principal Portion	Interest Portion	Purchase Price*
06/01/2023	$ 1,010.67**	$ 0.00	$ 1,010.67	NPP
06/01/2024	4,401.96	3,143.00	1,258.96	NPP
06/01/2025	4,437.30	3,294.00	1,143.30	NPP
06/01/2026	4,472.08	3,450.00	1,022.08	NPP
06/01/2027	4,508.12	3,613.00	895.12	NPP
06/01/2028	4,545.16	3,783.00	762.16	NPP
06/01/2029	4,580.95	3,958.00	622.95	NPP
06/01/2030	4,620.30	4,143.00	477.30	NPP
06/01/2031	4,658.83	4,334.00	324.83	$4,582.86
06/01/2032	4,658.34	4,493.00	165.34	0.00
Totals	$41,893.71	$34,211.00	$7,682.71	

CITY OF DIBOLL, TEXAS

By: _____
Name: Trey Wilkerson
Title: Mayor

* Lessee's option to purchase is subject to the provisions of Section 31 of the Lease.

** The Total Rental Payment due on this Rental Payment Date will be paid when it becomes due by the Escrow Agent from moneys on deposit in the Acquisition Fund pursuant to the authorization set forth in the First Amendment to Escrow Agreement dated as of August 12, 2022, among Lessor, Lessee and Bank OZK, as escrow agent.

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FIRST AMENDMENT TO ESCROW AGREEMENT

LESSOR:	**FIRST SECURITY FINANCE, INC.**
LESSEE:	**CITY OF DIBOLL, TEXAS**
ESCROW AGENT:	**BANK OZK**
DATED DATE:	**AUGUST 12, 2022**
DEPOSIT TO ACQUISITION FUND:	**$34,211**

THIS FIRST AMENDMENT TO ESCROW AGREEMENT, dated as of the date set forth above, among the Lessor named above ("Lessor"), the Lessee named above ("Lessee"), and the Escrow Agent named above, as Escrow Agent ("Escrow Agent"):

In consideration of the mutual covenants and agreements herein set forth, the parties hereto do hereby covenant and agree as follows:

1. This First Amendment to Escrow Agreement (the "Escrow Agreement Amendment") amends the Escrow Agreement dated as of June 28, 2022 (the "Escrow Agreement"), among Lessor, Lessee and Escrow Agent and relates to the Public Property Finance Act Lease Purchase Agreement (the "Lease"), dated as of June 28, 2022, as amended by that certain First Amendment to Public Property Finance Act Lease Purchase Agreement dated the date hereof (the "Lease Amendment"), between Lessor and Lessee.

2. Except as otherwise defined herein, all capitalized terms in this Escrow Agreement Amendment that are not otherwise defined herein will have the meaning set forth in the Lease and the Escrow Agreement.

3. Lessor will deposit the amount set forth above in the Escrow Account at the time of the execution and delivery by Lessor and Lessee of the Lease Amendment and this Escrow Agreement Amendment to provide a mechanism for the application of such amounts to the purchase of and payment for (a) the Personal Property described in the Lease Amendment, including payment of capitalized interest on the date specified in Section 4, and (b) costs of issuance in connection with the Lease Amendment.

4. Lessee and Lessor hereby authorize Escrow Agent to pay from the Acquisition Fund to Lessor interest on the Lease Amendment as it becomes due representing capitalized interest from the date hereof, on the date and in the amount set forth below, without further action by Lessee, upon payment instructions provided by Lessor to Escrow Agent:

Date	Amount
06/01/2023	$1,010.67

5. Except to the extent amended or supplemented by this Escrow Agreement Amendment, the Escrow Agreement shall remain in full force and effect.

6. This Escrow Agreement Amendment may be executed in several counterparts, and each counterpart so executed will be an original. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents will be deemed to be authentic and valid counterparts of the original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law. The transaction described herein may be conducted and related documents may be stored by electronic means.

[Signature page follows.]

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IN WITNESS WHEREOF, Lessor, Lessee and the Escrow Agent have caused this First Amendment to Escrow Agreement to be executed by their duly authorized representatives.

FIRST SECURITY FINANCE, INC.

By: _____
Title: Vice President

Mailing Address: First Security Center
521 President Clinton Avenue, Suite 800
Little Rock, AR 72201

CITY OF DIBOLL, TEXAS

By: _____
Title: Mayor

Mailing Address: 400 Kenley Street
Diboll, TX 75941

BANK OZK, as Escrow Agent

By: _____
Title: Executive Vice President

Mailing Address: 18000 Cautrell Road
Little Rock, AR 72223

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FEDERAL TAX AGREEMENT

THIS FEDERAL TAX AGREEMENT (the "Tax Agreement"), is executed as of August 12, 2022, by the City of Diboll, Texas (the "Issuer"), for the benefit of First Security Finance, Inc. and its successors and assigns (the "Lessor"), and any firm of attorneys rendering an opinion on the exclusion from gross income for federal income tax purposes of the interest portion of rental payments payable under the Lease Amendment.

RECITALS

1. This Tax Agreement is being executed and delivered in connection with that certain First Amendment to Public Property Finance Act Lease Purchase Agreement dated as of the date of this Tax Agreement (the "Lease Amendment"), which amends that certain Public Property Finance Act Lease Purchase Agreement dated as of June 28, 2022 (the "Original Lease", and, as amended by the Lease Amendment, the "Lease"), entered into by and between the Issuer, as lessee, and the Lessor, as lessor. Pursuant to the Lease Amendment, the Lessor has deposited the proceeds of the Lease Amendment in an acquisition fund established and held by Bank OZK, as escrow agent (the "Escrow Agent"), pursuant to the First Amendment to Escrow Agreement dated as of August 12, 2022, among the Issuer, the Lessor and the Escrow Agent, which amends the Escrow Agreement dated as of June 28, 2022 (collectively, the "Escrow Agreement"). Pursuant to the Lease and the Escrow Agreement, amounts held in the acquisition fund (the "Acquisition Fund") will be used to pay costs to acquire and install the Financed Assets (as defined herein).

2. The Internal Revenue Code of 1986, as amended from time to time, and the applicable Regulations (as defined herein), impose certain limitations on the uses and investment of the Lease Amendment Proceeds (as defined herein) and of certain other money relating to the Lease Amendment Proceeds, and set forth the conditions under which the interest portion of rental payments payable under the Lease Amendment will be excluded from gross income for federal income tax purposes.

3. The Issuer is executing this Tax Agreement in order to set forth certain facts, covenants, representations, and expectations relating to the use of the Lease Amendment Proceeds and the property financed or refinanced with those proceeds and the investment of the Lease Amendment and of certain other related money, in order to establish and maintain the exclusion of the interest portion of rental payments payable under the Lease Amendment from gross income for federal income tax purposes, and to provide guidance for complying with the arbitrage rebate provisions of Code § 148(f).

NOW, THEREFORE, in consideration of the foregoing and the mutual representations, covenants and agreements set forth in this Tax Agreement, the Issuer represents, covenants and agrees as follows:

Section 1. Definitions of Words and Terms. Except as otherwise provided in this Tax Agreement or unless the context otherwise requires, capitalized words and terms used in this Tax Agreement have the same meanings as set forth in the Lease, and certain other words and phrases have the meanings assigned in Code §§ 103, 141-150 and the Regulations. The following words and terms used in this Tax Agreement have the following meanings:

"**Annual Compliance Checklist**" means a checklist for the Lease Amendment designed to measure compliance with the requirements of this Tax Agreement after the Closing Date substantially in the form attached as **Exhibit D**.

"Benefitted Facilities" or **"Benefitted Facility"** means, as the context requires, all or any of the Issuer's buildings and facilities benefitted from the Project, comprising the Financed Assets as further described on **Exhibit C** to this Tax Agreement. The Benefitted Facilities are expected to include the facilities set on **Exhibit C** to this Tax Agreement.

"Closing Date" means August 12, 2022.

"Code" means the Internal Revenue Code of 1986, as amended from time to time.

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"Compliance Officer" means the Finance Director of the Issuers or its designee.

"Financed Assets" and **"Financed Asset"** means, as the context requires, all or any portion of the Project financed with proceeds of the Lease Amendment, as described on **Exhibit C** hereto.

"Investment" means any security, obligation, annuity contract or other investment-type property that is purchased directly with, or otherwise allocated to, Lease Amendment Proceeds. This term does not include a tax-exempt bond, except for "specified private activity bonds" as defined in Code § 57(a)(5)(C), but it does include the investment element of most interest rate caps.

"IRS" means the Internal Revenue Service.

"Lease" means the Public Property Finance Act Lease Purchase Agreement dated as of June 28, 2022, as amended by the First Amendment to Public Property Finance Act Lease Purchase Agreement dated as of August 12, 2022, each between the Issuer, as lessee, and the Lessor, as lessor, and as further amended from time to time.

"Lease Amendment" means the First Amendment to Public Property Finance Act Lease Purchase Agreement dated as of August 12, 2022, between the Issuer, as lessee, and the Lessor, as lessor, which amends that certain Public Property Finance Act Lease Purchase Agreement dated as of June 28, 2022, between the Issuer, as lessee, and the Lessor, as lessor.

"Lease Amendment Proceeds" means the gross proceeds of the Lease Amendment, which include (a) sale proceeds (any amounts actually or constructively received by the Issuer from the execution and delivery of the Lease Amendment, including amounts used to pay a discount or fees to the Lessor, but excluding pre-issuance accrued interest), (b) any amounts received from investing sale proceeds or transferred proceeds or other investment proceeds, (c) any amounts held in a sinking fund for the Lease Amendment, (d) any amounts held in a pledged fund or reserve fund for the Lease Amendment, and (e) any other replacement proceeds.

"Management or Service Agreement" means a legal agreement defined in Regulations § 1.141-3(b) as a management, service, or incentive payment contract with an entity that provides services involving all or a portion of any function of a Financed Asset or a Benefitted Facility, such as a contract to manage all or any portion of the Financed Assets or the Benefitted Facilities. However, contracts for services that are solely incidental to the primary governmental function of a Financed Asset or a Benefitted Facility (for example, contracts for janitorial, office equipment repair, billing or similar services); however, are not treated as Management or Service Agreements.

"Measurement Period" means the period beginning on the later of (i) the Closing Date or (ii) the date the property is placed in service and ending on the earlier of (A) the final maturity date of the Lease Amendment or (B) the expected economic useful life of the property.

"Non-Qualified Use" generally means any use of a Financed Asset or a Benefitted Facility in a trade or business carried on by any Non-Qualified User that is different in form or substance to the use made of a Financed Asset or a Benefitted Facility by any other member of the general public. Generally, ownership, a lease agreement or any other use that provides a Non-Qualified User a special legal right or entitlement to use a Financed Asset or a Benefitted Facility will constitute Non-Qualified Use.

"Non-Qualified User" means any person or entity other than the Issuer.

"Opinion of Special Tax Counsel" means the written opinion of Special Tax Counsel addressed to the Lessor to the effect that the proposed action or the failure to act will not adversely affect the exclusion of the interest portion of rental payments under the Lease Amendment from gross income for federal income tax purposes or an opinion describing additions, modifications or additional procedures required to preserve the interest portion of rental payments under the Lease Amendment from gross income for federal income tax purposes.

"Original Lease" means the Public Property Finance Act Lease Purchase Agreement dated as of June 28, 2022, between the Issuer, as lessee, and the Lessor, as lessor.

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"Post-Issuance Tax Requirements" means those requirements related to the use of Lease Amendment Proceeds, the use of the Financed Assets and Benefitted Facilities, and the investment of Lease Amendment Proceeds after the Closing Date.

"Project" means all of the energy conservation measures acquired, installed, constructed, and equipped by the Issuer using Lease Amendment Proceeds and other money contributed by the Issuer, as described on **Exhibit C**.

"Qualified Use Agreement" means any of the following:

(1) A lease or other short-term use by members of the general public who use the Project on a short-term basis in the ordinary course of the Issuer's governmental purposes.

(2) Agreements with Qualified Users or Non-Qualified Users to use all or a portion of the Project for a period up to 200 days in length pursuant to an arrangement whereby (a) the use of the Project under the same or similar arrangements is predominantly by natural persons who are not engaged in a trade or business and (b) the compensation for the use is determined based on generally applicable, fair market value rates that are in effect at the time the agreement is entered into or renewed. Any Qualified User or Non-Qualified User using all or any portion of the Project under this type of arrangement may have a right of first refusal to renew the agreement at rates generally in effect at the time of the renewal.

(3) Agreements with Qualified Users or Non-Qualified Users to use all or a portion of the Project for a period up to 100 days in length pursuant to arrangements whereby (a) the use of the property by the person would be general public use but for the fact that generally applicable and uniformly applied rates are not reasonably available to natural persons not engaged in a trade or business, (b) the compensation for the use under the arrangement is determined based on applicable, fair market value rates that are in effect at the time the agreement is entered into or renewed, and (c) the Project was not constructed for a principal purpose of providing the property for use by that Qualified User or Non-Qualified User. Any Qualified User or Non-Qualified User using all or any portion of the Project under this type of arrangement may have a right of first refusal to renew the agreement at rates generally in effect at the time of the renewal.

(4) Agreements with Qualified Users or Non-Qualified Users to use all or a portion of the Project for a period up to 50 days in length pursuant to a negotiated arm's-length arrangement at fair market value so long as the Project was not constructed for a principal purpose of providing the property for use by that person.

"Qualified User" means a State, territory, possession of the United States, the District of Columbia, or any political subdivision thereof, or any instrumentality of such entity, but it does not include the United States or any agency or instrumentality of the United States.

"**Regulations**" means United States Treasury Regulations governing obligations the interest on which is excluded from gross income for federal income tax purposes under Code §§ 103 and 141-150.

"**Special Tax Counsel**" means Gilmore & Bell, P.C., Kansas City, Missouri, or other nationally recognized firm of bond counsel acceptable to the Lessor.

"State" means the State of Texas.

"Tax Compliance File" means documents and records for the Lease Amendment maintained by the Compliance Officer pursuant to this Tax Agreement.

"Yield" means the yield on the Lease Amendment, computed under Regulations § 1.148-4, and yield on an Investment, computed under Regulations § 1.148-5.

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Section 2. Organization and Authority; General Representations.

(a) ***Authority.*** The Issuer (1) is a political subdivision organized and existing under the laws of the State, (2) has lawful power and authority to enter into, execute and deliver the Lease Amendment for the purposes set forth therein and this Tax Agreement and to carry out its obligations under this Tax Agreement and under such documents, and (3) by all necessary action has been duly authorized to execute and deliver the Lease Amendment and this Tax Agreement, acting by and through its duly authorized officials.

(b) ***Tax-Exempt Status of Lease Amendment–General Representation and Covenants.*** In order to maintain the exclusion of the interest component of Rental Payments payable under the Lease Amendment from gross income for federal income tax purposes, the Issuer (1) will take whatever action, and refrain from whatever action, necessary to comply with the applicable requirements of the Code; (2) will not use or invest, or permit the use or investment of, any Lease Amendment Proceeds or other funds of either party in a manner that would violate applicable provisions of the Code; and (3) will not use, or permit the use of, any portion of the Financed Assets or any Benefitted Facilities, in a manner that would cause any portion of the Lease Amendment to become a "private activity bond" as defined in Code § 141.

Section 3. Purpose of the Lease Amendment; Reimbursement; Use of Lease Amendment Proceeds.

(a) *Purpose.* The Lease Amendment is being executed and delivered for the purpose of paying (i) costs of the Project, including payment of capitalized interest during the acquisition period thereof, and (ii) certain costs of issuance in connection with the execution and delivery of the Lease Agreement.

(b) *Reimbursement.* Reimbursement from proceeds of the Lease Amendment of expenditures paid prior to the Closing Date will satisfy the requirements of Regulations § 1.150-2. The list of expenditures to be reimbursed, if any, are set forth on **Exhibit C**.

(c) *Use of Lease Amendment Proceeds.* On the Closing Date, all proceeds of the Lease Amendment in the amount of $34,211 are expected to be deposited in the Acquisition Fund and used to pay costs of the Financed Assets, including payment of capitalized interest during the acquisition period thereof, and certain costs of issuance in connection with the execution and delivery of the Lease Amendment.

Section 4. Project Completion. The Issuer has incurred, or will incur within 6 months after the Closing Date, a substantial binding obligation to a third party to spend at least 5% of the Lease Amendment Proceeds on the Financed Assets. The completion of the Financed Assets and the allocation of the Lease Amendment Proceeds to expenditures will proceed with due diligence. At least 85% of the proceeds of the Lease Amendment will be allocated to expenditures on the Financed Assets within 3 years after the Closing Date.

Section 5. Funds or Accounts. The Acquisition Fund has been established under the Escrow Agreement with the Escrow Agent. Amounts held in the Acquisition Fund will be used to pay the costs of the Project. No other funds or accounts have been established for the Lease Amendment to hold Lease Amendment Proceeds or other money that will be used to make rental payments under the Lease Amendment.

Section 6. Rebate and Yield Restriction.

(a) *Lessor's Certification of Issue Price*. The Lessor represents in the Issue Price Certificate dated as of the Closing Date that it is acquiring the Lease Amendment for the amount of $34,211 (the "**Issue Price**"), and that it presently intends to hold the Lease Amendment for its own account with no present intent to sell, assign or transfer the Lease Amendment.

(b) *Lease Amendment Yield*. Based on the Issue Price, Special Tax Counsel has determined that the Yield on the Lease Amendment is 3.6478%. The amortization schedule and calculation of the Yield on the Lease Amendment is attached to this Tax Agreement as **Exhibit A**. The Issuer has not entered into an interest rate swap agreement with respect to any portion of Lease Amendment Proceeds.

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(c) *Lease Amendment Subject to the Rebate Requirement*. The Lease Amendment is subject to the arbitrage rebate requirements of Code § 148(f). Pursuant to the Escrow Agreement, investment of the Lease Amendment Proceeds is limited to placement in an interest-bearing demand deposit account. If the Yield on investments of the Acquisition Fund exceeds 3.6478%, or if the Issuer establishes any sinking or reserve fund for the Lease Amendment, then the Issuer will contact Special Tax Counsel to seek advice regarding the need to calculate and pay arbitrage rebate.

Section 7. Use of Financed Assets and Benefitted Facilities.

(a) *General*. The Project will be owned by the Issuer throughout the Measurement Period. Except as otherwise described in this **Section 6**, no portion of the buildings and facilities comprising the Project is expected to be used in a Non-Qualified Use during the Measurement Period. Unless the Issuer obtains an Opinion of Special Tax Counsel, the Issuer will not use, or permit the use of, the buildings and facilities comprising the Project in any other Non-Qualified Use.

(b) *Management or Service Agreements*. As of the Closing Date, Lessee does not have any Management or Service Agreements with Non-Qualified Users that relate to the management or operation of any portion of the facilities comprising the Project. During the Measurement Period, the Issuer will not enter into or renew any Management or Service Agreement with any Non-Qualified User with respect to the management or operation of any portion of the facilities comprising the Project without first obtaining an Opinion of Special Tax Counsel.

(c) *Leases and Other Use Agreements*. As of the Closing Date, the Issuer does not have any leases or similar use agreements with Non-Qualified Users with respect to the facilities comprising the Project. During the Measurement Period, the Issuer will not enter into or renew any leases or similar use agreements with any Non-Qualified Users, other than Qualified Use Agreements, with respect to the facilities comprising the Project without first obtaining an Opinion of Special Tax Counsel.

(d) *Written Policies and Procedures of the Issuer*. The Issuer intends for this Tax Agreement to be its primary written policies and procedures for monitoring compliance with the Post-Issuance Tax Requirements for the Lease Amendment and to supplement any other formal policies and procedures related to the Post-Issuance Tax Requirements that the Issuer has established.

(e) *Compliance Officer*. The Issuer, when necessary to fulfill the Post-Issuance Tax Requirements, will, through the Compliance Officer, sign Form 8038-T in connection with the payment of arbitrage rebate or Yield reduction payments, participate in any federal income tax audit of the Lease Amendment or related proceedings under a voluntary compliance agreement procedures (VCAP) or undertake a remedial action procedure pursuant to Regulations § 1.141-12.

(f) *Annual Compliance Checklist*. Attached as **Exhibit D** is a form of Annual Compliance Checklist for the Lease Amendment. The Compliance Officer will prepare and complete an Annual Compliance Checklist for the Financed Assets and Benefitted Facilities at least annually. In the event the Annual Compliance Checklist identifies a deficiency in compliance with the requirements of this Tax Agreement, the Compliance Officer will obtain an Opinion of Special Tax Counsel and take actions to correct any deficiency.

Section 8. Recordkeeping. The Compliance Officer will maintain the Tax Compliance File for the Lease Amendment in accordance with this Tax Agreement. Unless otherwise specifically instructed in a written Opinion of Special Tax Counsel or to the extent otherwise provided in this Tax Agreement, the Compliance Officer shall retain records related to the Post-Issuance Tax Requirements until 3 years following the final maturity of (i) the Lease Amendment or (ii) any obligation issued to refund the Lease Amendment. Any records maintained electronically must comply with Section 4.01 of Revenue Procedure 97-22, which generally provides that an electronic storage system must (1) ensure an accurate and complete transfer of the hardcopy records which indexes, stores, preserves, retrieves and reproduces the electronic records, (2) include reasonable controls to ensure integrity, accuracy and reliability of the electronic storage system and to prevent unauthorized alteration or deterioration of electronic records, (3) exhibit a high degree of legibility and readability both electronically and in hardcopy, (4)

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provide support for other books and records of the Issuer, and (5) not be subject to any agreement that would limit the ability of the IRS to access and use the electronic storage system on the Issuer's premises.

Section 9. Miscellaneous

(a) *Form 8038-GC*. A copy of the completed and fully executed IRS Form 8038-GC (Information Return for Small Tax-Exempt Governmental Bond Issues, Leases and Installment Sales) is attached to this Tax Agreement as **Exhibit B**. The Form 8038-GC was prepared by Special Tax Counsel based on representations and covenants by the Issuer contained in this Tax Agreement or otherwise made by the Issuer. The information contained on Form 8038-GC is true, complete and correct to the knowledge of the undersigned, and the undersigned is authorized to sign the Form 8038-GC on behalf of the Issuer and deliver it to Special Tax Counsel for filing with the IRS.

(b) *Single Issue*. No other debt obligations of the Issuer: (1) are being sold within 15 days of the execution and delivery of the Lease Amendment, (2) are being sold under the same plan of financing as the Lease Amendment, and (3) are expected to be paid from substantially the same source of funds as the Lease Amendment (disregarding guarantees from unrelated parties, such as bond insurance).

(c) *Bank Qualified Tax-Exempt Obligation.* The Issuer designates the Lease Amendment as a "qualified tax-exempt obligation" under Code § 265(b)(3), and with respect to this designation certifies as follows:

(1) The Issuer reasonably anticipate that the amount of tax-exempt obligations (other than private activity bonds that are not qualified 501(c)(3) bonds) that will be issued by or on behalf of the Issuer (and all subordinate entities of the Issuer) during the calendar year that the Lease Amendment is executed and delivered, including the Lease Amendment, will not exceed $10,000,000; and

(2) The Issuer (including all subordinate entities of the Issuer) will not issue tax-exempt obligations (other than private activity bonds that are not qualified 501(c)(3) bonds) during the calendar year that the Lease Amendment is executed and delivered, including the Lease Amendment, in an aggregate principal amount or aggregate issue price in excess of $10,000,000, without first obtaining an Opinion of Special Tax Counsel that the designation of the Lease Amendment as a "qualified tax-exempt obligation" will not be adversely affected.

(d) *No Federal Guaranty*. The payment of rental payments under the Lease Amendment are not, and the Issuer will not permit the payment of rental payments under the Lease Amendment to be, directly or indirectly guaranteed by the United States of America or any agency thereof.

(e) *Hedge Bonds.* The Issuer reasonably expects that at least 85% of the net sale proceeds (the sale proceeds of the Lease Amendment less any sale proceeds invested in a reserve fund) of the Lease Amendment will be used to carry out the governmental purpose of the Lease Amendment within 3 years after the Closing Date, and not more than 50% of the proceeds of the Lease Amendment will be invested in Investments having a substantially guaranteed Yield for 4 years or more.

(f) *Registration Requirement; Record Owner*. The Issuer will maintain or cause to be maintained a record of the owner(s) of the Lease Amendment and the person/entity entitled to the receipt of the interest portions of rental payments under the Lease Amendment. Transfer of ownership of the Lease Amendment is effective only if entered in these records.

(g) *Reliance*. The Issuer understands that its certifications will be relied upon by the law firm of Gilmore & Bell, P.C., in rendering its opinion as to the validity of the Lease Amendment and the exclusion from federal gross income of the interest portion of payments payable by the Issuer under the Lease Amendment.

(h) *Enforceability*. If any provision in this Tax Agreement or in the Lease Amendment is determined to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions will not be affected or impaired.

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(i) *Electronic Transactions*. The transaction described in this Tax Agreement may be conducted, and related documents may be stored, by electronic means.

IN WITNESS WHEREOF, the undersigned, by execution of this Tax Agreement, hereby makes the foregoing certifications, representations, and agreements contained in this Tax Agreement on behalf of the Issuer.

CITY OF DIBOLL, TEXAS

By: _____
Trey Wilkerson, Mayor

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EXHIBIT A

AMORTIZATION SCHEDULE AND CALCULATION OF WEIGHTED AVERAGE MATURITY AND YIELD ON THE LEASE AMENDMENT

[To be prepared by Gilmore & Bell.]

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EXHIBIT B

IRS FORM 8038-GC

[Post-Closing Item -- To be prepared and filed by Gilmore & Bell.]

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EXHIBIT C

DESCRIPTION OF PERSONAL PROPERTY EXPECTED TO COMPRISE FINANCED ASSETS AND BENEFITTED FACILITIES

Description of Financed Assets:
The description of the Financed Assets is amended to include the following additional improvements, to be installed at the City Hall/Safety Center, 400 Kenley Street, Diboll, TX 75941:

[To Come.]

The estimated average economic life of the Financed Assets is not less than 10 years, and the Issuer expects the Financed Assets to be placed in service no later than 2023.

Sources and Uses of Funds:
The overall financing sources and uses of the Lease Amendment are expected to be as follows:

Source:

Lease Agreement Proceeds	$34,211
Total Sources:	$34,211

Uses:

Acquisition and Installation of Financed Assets	$29,200
Payment of Capitalized Interest during acquisition period	1,011
Costs of Issuance	4,000
Total Uses:	$34,211

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EXHIBIT D

SAMPLE ANNUAL COMPLIANCE CHECKLIST

Name of tax-exempt obligation ("Lease Amendment") financing the Financed Assets:	This Annual Compliance Checklist is designed to cover that certain First Amendment to Public Property Finance Act Lease Purchase Agreement dated as of August 12, 2022, between the City of Diboll, Texas, as lessee, and First Security Finance, Inc., as lessor, which amends that certain Public Property Finance Act Lease Purchase Agreement dated as of June 28, 2022 between said parties
Placed in service date of Financed Assets:	
Benefitted Facilities:	
Name of Compliance Officer:	
Period covered by request ("Annual Period"):	

Item	Question	Response
1 Ownership	For federal income tax purposes, were all of the Financed Assets and Benefitted Facilities owned by the Issuer for federal tax purposes during the entire Annual Period?	☐ Yes ☐ No
	If answer above was "No," was an Opinion of Special Tax Counsel obtained prior to the transfer? If Yes, include a copy of the Opinion in the Tax Compliance File. If No, contact Special Tax Counsel and include description of resolution in the Tax Compliance File.	☐ Yes ☐ No
2 Use of the Financed Assets and the Benefitted Facilities	During the Annual Period, was any Financed Asset or Benefitted Facility used by a Non-Qualified User pursuant to a lease agreement or similar use agreement or arrangement, management or service agreement or any other agreement granting the Non-Qualified User special legal rights to use any Financed Asset or Benefitted Facility?	☐ Yes ☐ No
	If answer above was "Yes," was an Opinion of Special Tax Counsel obtained prior to entering into the arrangement? If Yes, include a copy of the Opinion in the Tax Compliance File. If No, contact Special Tax Counsel and include description of resolution in the Tax Compliance File.	☐ Yes ☐ No
3 Arbitrage & Rebate	1. Were the proceeds of the Lease Amendment spent in accordance with the following schedule? (a) at least 15% within 6 months from the Closing Date; (b) at least 60% within 12 months from the Closing Date; and (c) 100% within 18 months from the Closing Date.	☐ Yes ☐ No
	2. Has the Issuer established a fund or account to make rental payments under the Lease Amendment or has the Issuer established a segregated portion of investments in an account to make rental payments under the Lease Amendment?	☐ Yes ☐ No
	If the answer to question 1 above is "No," or the answer to question 2 above was "Yes," contact Special Tax Counsel to determine if an arbitrage rebate or yield restriction calculation must be completed. Include a description of Special Tax Counsel's advice in the Tax Compliance File. If an arbitrage rebate or yield restriction calculation is prepared, include a copy of the report in the Tax Compliance File.	

By: _____
Compliance Officer

Date Completed: _____

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LESSEE'S CLOSING CERTIFICATE

RELATING TO
$34,211
FIRST AMENDMENT TO PUBLIC PROPERTY FINANCE ACT
LEASE PURCHASE AGREEMENT
DATED AS OF AUGUST 12, 2022, BETWEEN
FIRST SECURITY FINANCE, INC., AS LESSOR, AND THE
CITY OF DIBOLL, TEXAS, AS LESSEE, AMENDING
PUBLIC PROPERTY FINANCE ACT LEASE PURCHASE AGREEMENT
DATED AS OF JUNE 28, 2022

We, the undersigned, the duly appointed, qualified and acting Mayor and City Secretary of the City of Diboll, Texas ("Lessee"), do hereby certify as follows:

Capitalized words and terms used in this Certificate, unless the context requires otherwise, shall have the same meanings as set forth in the Public Property Finance Act Lease Purchase Agreement dated as of June 28, 2022 (the "Original Lease"), as amended by First Amendment to Public Property Finance Act Lease Purchase Agreement dated as of August 12, 2022 (the "Lease Amendment," and together with the Original Lease, the "Lease"), each between First Security Finance Inc., as lessor ("Lessor"), and the City of Diboll, Texas, as lessee ("Lessee").

Section 1. Lessee has, in accordance with all requirements of law, approved and authorized the undersigned, as representative of Lessee, to execute and deliver (a) the above-referenced Lease Amendment, (b) the First Amendment to Escrow Agreement dated the date hereof (the "Escrow Agreement Amendment"), among Lessor, Lessee and the escrow agent named therein, and (c) the Lessee's Federal Tax Agreement dated the date hereof (the "Tax Agreement," and together with the Lease Amendment and the Escrow Agreement Amendment, the "Finance Documents"), by the following named representative of Lessee, and the undersigned has so executed and delivered the Finance Documents. ***Attached hereto*** is a true and correct copy of a resolution or other documents constituting such official action by the Lessee.

Section 2. No event or condition that constitutes, or with the giving of notice or the lapse of time or both would constitute, an Event of Default (as such term is defined in the Lease) exists at the date hereof.

Section 3. All insurance required in accordance with the Lease is currently maintained by Lessee.

Section 4. There is no action, suit, proceeding, inquiry or investigation of any nature at law or in equity, before or by any court, governmental agency, public board or body pending or, to the knowledge of Lessee, threatened, against Lessee (i) affecting or seeking to prohibit, restrain or enjoin the issuance, sale, execution or delivery of the Security Documents, (ii) affecting or contesting the adoption or validity of the Security Documents, or (iii) that could have a material adverse effect on the financial condition or operations of Lessee or the security for the obligations of Lessee under the Lease or the Security Documents.

Date: August 12, 2022.

By: _____
Name: Trey Wilkerson
Title: Mayor

By: _____
Name: Rosa Olvera
Title: City Secretary

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FORM OF OPINION OF LESSEE COUNSEL
[To be printed on Attorney's letterhead.]

August 12, 2022

First Security Finance, Inc.
First Security Center
521 President Clinton Ave., Ste. 800
Little Rock, AR 72201

Re: First Amendment to Public Property Finance Act Lease Purchase Agreement dated as of August 12, 2022 (the "Lease Amendment"), amending the Public Property Finance Act Lease Purchase Agreement dated as of June 28, 2022 (the "Original Lease," and together with the Lease Amendment, the "Lease"), between First Security Finance, Inc., as lessor (the "Lessor"), and the City of Diboll, Texas, as lessee (the "Lessee")

Ladies and Gentlemen:

As legal counsel to the Lessee, I have examined (a) an executed counterpart of the above-referenced Lease; (b) an executed counterpart of the First Amendment to Escrow Agreement dated as of August 12, 2022 (the "Escrow Agreement Amendment"), among the Lessee, the Lessor and Bank OZK, as escrow agent; (c) an executed copy of the Lessee's Federal Tax Agreement dated the date hereof (the "Tax Agreement"); (d) an executed counterpart of the First Amendment to Installation Contract dated August 2, 2022 (the "Installation Contract Amendment"), between Lessee and Performance Services, Inc.; (e) executed copy of the resolution of the Lessee which, among other things, authorizes the Lessee to execute the Agreement, the Escrow Agreement, the Tax Agreement and the Installation Contract Amendment (collectively, the "Lessee Documents"), and (f) such other opinions, documents and matters of law as I have deemed necessary in connection with the following opinions.

Based on the foregoing, we are of the following opinions:

1. The Lessee is a public body corporate and politic, duly organized and existing under the laws of the State of Texas, and has a substantial amount of one or more of the following sovereign powers: (a) the power to tax, (b) the power of eminent domain, and (c) police power.

2. The Lessee has the requisite power and authority to purchase the Personal Property and to execute and deliver the Lessee Documents and to perform its obligations thereunder.

3. The Lessee Documents and the other documents either attached thereto or required therein have been duly authorized, approved and executed by and on behalf of the Lessee, and the Lessee Documents are valid and binding obligations of the Lessee enforceable in accordance with their respective terms.

4. The authorization, approval and execution of the Lessee Documents and all other proceedings of the Lessee relating to the transactions contemplated thereby have been performed in accordance with all open meeting laws, public bidding laws and all other applicable state and federal laws, including without limitation **[Note to Counsel: reference applicable Texas Energy Savings Statute]**.

5. There is no proceeding pending or threatened in any court or before any governmental authority or arbitration board or tribunal that, if adversely determined, would adversely affect the transactions contemplated by the Lessee Documents or the security interest of the Lessor or its assigns, as the case may be, in the Personal Property.

6. The Personal Property constitutes personal property and when subjected to use by the Lessee will not be or become a fixture under applicable law.

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7. The authorization, execution, delivery and performance of the Lessee Documents by the Lessee do not require submission to, approval of, or other action by any governmental authority or agency which action has not been taken and is final and non-appealable.

All capitalized terms herein will have the same meanings as in the Lease. Lessor and its successors and assigns and any counsel rendering an opinion on the exclusion of the interest components of Rental Payments from gross income for purposes of federal income taxation are entitled to rely on this opinion.

Very truly yours,

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OPINION OF SPECIAL COUNSEL TO LESSOR AND
ISSUE PRICE CERTIFICATE AND

[To be prepared by Gilmore & Bell.]

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FIRST AMENDMENT TO INSTALLATION CONTRACT

[Signed copy to be provided prior to Closing Date.]

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UCC-3 FINANCING STATEMENT AMENDMENT
(ADDITION OF COLLATERAL)

[To be prepared and filed by Gilmore & Bell.]

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FUNDING MEMORANDUM

[On file with Lessor.]

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RESOLUTION NO. 2022-08-001

The undersigned, being the officer identified below of the City of Diboll, Texas (the "City"), hereby certifies that the following is a true and correct copy of a resolution adopted by the City Council of the City at a meeting duly held on August 9, 2022.

* * * *

WHEREAS, the City has entered into a Public Property Finance Act Lease Purchase Agreement dated as of June 28, 2022 (the "Original Lease"), with First Security Finance, Inc., as lessor (the "Lessor"), to provide financing for the acquisition and installation of certain energy savings improvements (the "Personal Property") pursuant to the terms of an Installation Contract dated as of June 15, 2022 (said Installation Contract, as heretofore amended being referred to as the "Installation Contract"), between the City and Performance Services, Inc. ("PSI"), and for the leasing by the City of the Personal Property under the Original Lease with an option to purchase; and

WHEREAS, the City desires to acquire and install additional energy savings improvements related to the Personal Property, as described in the herein-after defined First Amendment to Installation Contract entered into between the City and PSI, and the City has requested the Lessor to provide additional funds to pay the costs relating to the acquisition and installation of such additional improvements (the "Additional Property"), together with costs of issuance in connection with amendment of the Original Lease and capitalized interest coming due during the acquisition period;

WHEREAS, the City is authorized under the Constitution and laws of the State of Texas (the "State") to enter into an amendment to the Original Lease to finance the acquisition and installation of the Additional Property; and

WHEREAS, in order to accomplish the foregoing, it is necessary and desirable for the City to enter into the following documents:

1. First Amendment to Installation Contract with PSI (the "Contract Amendment");

2. First Amendment to Public Property Finance Act Lease Purchase Agreement (the "Lease Amendment," and together with the Original Lease, the "Lease") with the Lessor, as lessor, for the purposes described therein, including to provide financing for the Additional Property;

3. First Amendment to Escrow Agreement (the "Escrow Agreement Amendment"), among the City, the Lessor and the escrow agent named therein, providing for an additional deposit into the existing acquisition fund; and

4. Federal Tax Agreement executed by the City (the "Tax Agreement").

(the Contract Amendment, the Lease Amendment, the Escrow Agreement Amendment and the Tax Agreement are referred to herein as the "City Documents").

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DIBOLL, TEXAS, AS FOLLOWS:

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Section 1. The City Documents are hereby approved in substantially the forms submitted to and reviewed by the City Council of the City on the date hereof, with such changes therein as are deemed necessary by the City's attorney and approved by the Mayor of the City, said officer's execution thereof to be conclusive evidence of the approval thereof. The Mayor or its designee is hereby authorized and directed to execute and deliver the City Documents on behalf of and as the act and deed of the City. The City Secretary is hereby authorized to affix the City's seal thereto and attest such as may be necessary.

Section 2. The City shall, and the officials and agents of the City are hereby authorized and directed to, take such action, expend such funds and execute such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this resolution and to carry out, comply with and perform the duties of the City with respect to the City Documents and the acquisition and installation of the additional improvements described in the Contract Amendment.

Section 3. This resolution will take effect and be in full force from and after its adoption by the City Council of the City.

PASSED by the City Council of the City of Diboll, Texas this 9th day of August, 2022.

CITY OF DIBOLL, TEXAS

By: _____
Trey Wilkerson, Mayor

ATTEST:

_____
Rosa M. Olvera, City Secretary

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NOTICE OF PUBLIC HEARING ON TAX INCREASE

A tax rate of $0.583321 per $100 valuation has been proposed by the governing body of CITY OF DIBOLL.

PROPOSED TAX RATE	$0.583321 per $100
NO-NEW-REVENUE TAX RATE	$0.557707 per $100
VOTER-APPROVAL TAX RATE	$0.583321 per $100

The no-new-revenue tax rate is the tax rate for the 2022 tax year that will raise the same amount of property tax revenue for CITY OF DIBOLL from the same properties in both the 2021 tax year and the 2022 tax year.

The voter-approval rate is the highest tax rate that CITY OF DIBOLL may adopt without holding an election to seek voter approval of the rate.

The proposed tax rate is greater than the no-new-revenue tax rate. This means that CITY OF DIBOLL is proposing to increase property taxes for the 2022 tax year.

A PUBLIC HEARING ON THE PROPOSED TAX RATE WILL BE HELD ON August 9, 2022 AT 5:15 PM AT City of Diboll Council Chambers, 400 Kenley, Diboll, TX 75941.

The proposed tax rate is not greater than the voter-approval tax rate. As a result, CITY OF DIBOLL is not required to hold an election at which voters may accept or reject the proposed tax rate. However, you may express your support for or opposition to the proposed tax rate by contacting the members of the of CITY OF DIBOLL at their offices or by attending the public hearing mentioned above.

YOUR TAXES OWED UNDER ANY OF THE RATES MENTIONED ABOVE CAN BE CALCULATED AS FOLLOWS:

Property tax amount= (tax rate) x (taxable value of your property)/100

FOR the proposal:

AGAINST the proposal:

PRESENT and not voting:

ABSENT:

Visit Texas.gov/PropertyTaxes to find a link to your local property tax database on which you can easily access information regarding your property taxes, including information about proposed tax rates and scheduled public hearings of each entity that taxes your property.

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The 86th Texas Legislature modified the manner in which the voter-approval tax rate is calculated to limit the rate of growth of property taxes in the state.

The following table compares the taxes imposed on the average residence homestead by CITY OF DIBOLL last year to the taxes proposed to be imposed on the average residence homestead by CITY OF DIBOLL this year.

	2021	2022	Change
Total tax rate (per $100 of value)	$0.616544	$0.583321	decrease of -0.033223, or -5.39%
Average homestead taxable value	$98,495	$108,403	increase of 9,908, or 10.06%
Tax on average homestead	$607.27	$632.34	increase of 25.07, or 4.13%
Total tax levy on all properties	$1,350,152	$1,422,451	increase of 72,299, or 5.35%

For assistance with tax calculations, please contact the tax assessor for CITY OF DIBOLL or Billie Page, Angelina County Tax Assessor at 936-671-5100, or visit www.angelinacounty.net for more information.

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§26.05(b) of Property Tax Code
Steps Required for Adoption of Tax Rate & Budget

Entity Name: CITY OF DIBOLL **Date: 07/25/2022 10:16 AM**

Language Required in the Motion Setting This Year's Tax Rate:

This year's proposed tax rate exceeds the no-new-revenue tax rate. The vote on the ordinance, resolution, or order setting the tax rate must be a record vote and 60% of the governing body must vote in favor of the adoption of the tax rate. A motion to adopt the ordinance, resolution, or order must be made in the following form:

I move that the property tax rate be increased by the adoption of a tax rate of 0.583321, which is effectively a 4.59 percent increase in the tax rate.

Statement Required in the Ordinance, Resolution, or Order Setting:

This year's levy to fund maintenance and operations expenditures exceeds last year's maintenance and operations tax levy. The following statements must be included in the ordinance, resolution, or order setting this year's tax rate. The statements must be in larger type than the type used in any other portion of the document.

THIS TAX RATE WILL RAISE MORE TAXES FOR MAINTENANCE AND OPERATIONS THAN LAST YEAR'S TAX RATE.

THE TAX RATE WILL EFFECTIVELY BE RAISED BY 4.33 PERCENT AND WILL RAISE TAXES FOR MAINTENANCE AND OPERATIONS ON A $100,000 HOME BY APPROXIMATELY $-29.88.

Statement That Must be Posted on the Home Page of Any Internet Website Operated by the Taxing Unit:

This year's levy to fund maintenance and operations expenditures exceeds last year's maintenance and operations tax levy. The following statements must be included in the ordinance, resolution, or order setting this year's tax rate. The statements must be in larger type than the type used in any other portion of the document.

CITY OF DIBOLL ADOPTED A TAX RATE THAT WILL RAISE MORE TAXES FOR MAINTENANCE AND OPERATIONS THAN LAST YEAR'S TAX RATE.

THE TAX RATE WILL EFFECTIVELY BE RAISED BY 4.33 PERCENT AND WILL RAISE TAXES FOR MAINTENANCE AND OPERATIONS ON A $100,000 HOME BY APPROXIMATELY $-29.88.

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Notice about 2022 Tax Rates

Property tax rates in CITY OF DIBOLL.

This notice concerns the 2022 property tax rates for CITY OF DIBOLL. This notice provides information about two tax rates used in adopting the current tax year's tax rate. The no-new-revenue tax rate would Impose the same amount of taxes as last year if you compare properties taxed in both years. In most cases, the voter-approval tax rate is the highest tax rate a taxing unit can adopt without holding an election. In each case, these rates are calculated by dividing the total amount of taxes by the current taxable value with adjustments as required by state law. The rates are given per $100 of property value.

This year's no-new-revenue tax rate	$0.557707/$100
This year's voter-approval tax rate	$0.583321/$100

To see the full calculations, please visit www.angelinacounty.net for a copy of the Tax Rate Calculation Worksheet.

Unencumbered Fund Balances

The following estimated balances will be left in the taxing unit's accounts at the end of the fiscal year. These balances are not encumbered by corresponding debt obligation.

Type of Fund	Balance
M&O	650,000
I&S	50,000

Current Year Debt Service

The following amounts are for long-term debts that are secured by property taxes. These amounts will be paid from upcoming property tax revenues *(or additional sales tax revenues, if applicable).*

Description of Debt	Principal or Contract Payment to be Paid from Property Taxes	Interest to be Paid from Property Taxes	Other Amounts to be Paid	Total Payment
Series 2020 GO Refunding	95,000	50,019	300	145,319

Total required for 2022 debt service	$145,319
- Amount (if any) paid from funds listed in unencumbered funds	$0
- Amount (if any) paid from other resources	$0
- Excess collections last year	$0
= Total to be paid from taxes in 2022	$145,319
+ Amount added in anticipation that the unit will collect only 101.00% of its taxes in 2022	$-1,439
= Total debt levy	$143,880

This notice contains a summary of actual no-new-revenue and voter-approval calculations as certified by Billie Page, Angelina County Tax Assessor-Collector on 07/25/2022 .

Visit Texas.gov/PropertyTaxes to find a link to your local property tax database on which you can easily access information regarding your property taxes, including information about proposed tax rates and scheduled public hearings of each entity that taxes your property.

The 86th Texas Legislature modified the manner in which the voter-approval tax rate is calculated to limit the rate of growth of property taxes in the state.

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2022 Governing Body Summary #2A*
Tax Increase Compared to Effective Tax Rate
CITY OF DIBOLL

Date: 07/22/2022 11:36 AM

INCREASE IN CENTS PER $100	TAX RATE PER $100	TAX LEVY**	ADDITIONAL TAX LEVY***
0.00	$0.557707	$1,359,991	
0.50	$0.562707	$1,372,183	$12,192
1.00	$0.567707	$1,384,376	$24,385
1.50	$0.572707	$1,396,569	$36,578
2.00	$0.577707	$1,408,761	$48,770
2.50	$0.582707	$1,420,954	$60,963
3.00	$0.587707	$1,433,147	$73,156
3.50	$0.592707	$1,445,339	$85,348
4.00	$0.597707	$1,457,532	$97,541
4.50	$0.602707	$1,469,725	$109,734
5.00	$0.607707	$1,481,918	$121,927
5.50	$0.612707	$1,494,110	$134,119
6.00	$0.617707	$1,506,303	$146,312
6.50	$0.622707	$1,518,496	$158,505
7.00	$0.627707	$1,530,688	$170,697
7.50	$0.632707	$1,542,881	$182,890
8.00	$0.637707	$1,555,074	$195,083
8.50	$0.642707	$1,567,266	$207,275
9.00	$0.647707	$1,579,459	$219,468
9.50	$0.652707	$1,591,652	$231,661
10.00	$0.657707	$1,603,845	$243,854
10.50	$0.662707	$1,616,037	$256,046
11.00	$0.667707	$1,628,230	$268,239
11.50	$0.672707	$1,640,423	$280,432
12.00	$0.677707	$1,652,615	$292,624
12.50	$0.682707	$1,664,808	$304,817
13.00	$0.687707	$1,677,001	$317,010
13.50	$0.692707	$1,689,193	$329,202
14.00	$0.697707	$1,701,386	$341,395
14.50	$0.702707	$1,713,579	$353,588
15.00	$0.707707	$1,725,772	$365,781
15.50	$0.712707	$1,737,964	$377,973
16.00	$0.717707	$1,750,157	$390,166
16.50	$0.722707	$1,762,350	$402,359
17.00	$0.727707	$1,774,542	$414,551
17.50	$0.732707	$1,786,735	$426,744
18.00	$0.737707	$1,798,928	$438,937
18.50	$0.742707	$1,811,120	$451,129
19.00	$0.747707	$1,823,313	$463,322
19.50	$0.752707	$1,835,506	$475,515
20.00	$0.757707	$1,847,698	$487,707

*These figures are provided as estimates of possible outcomes resulting from varying the tax rate. Please be aware that these are only estimates and should not be used alone in making budgetary decisions.
**Tax levies are calculated using line 21 of the No-New-Revenue Tax Rate Worksheet and this year's frozen tax levy on homesteads of the elderly or disabled.
***Tax increase compared to no-new-revenue tax rate.

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2022 Tax Rate Calculation Worksheet
Taxing Units Other Than School Districts or Water Districts

Form 50-856

CITY OF DIBOLL	936-829-4757
Taxing Unit Name	Phone *(area code and number)*
400 Kenley St, Diboll, TX 75941	https://www.cityofdiboll.com/
Taxing Unit's Address, City, State, ZIP Code	Taxing Unit's Website Address

GENERAL INFORMATION: Tax Code Section 26.04(c) requires an officer or employee designated by the governing body to calculate the no-new-revenue (NNR) tax rate and voter-approval tax rate for the taxing unit. These tax rates are expressed in dollars per $100 of taxable value calculated. The calculation process starts after the chief appraiser delivers to the taxing unit the certified appraisal roll and the estimated values of properties under protest. The designated officer or employee shall certify that the officer or employee has accurately calculated the tax rates and used values shown for the certified appraisal roll or certified estimate. The officer or employee submits the rates to the governing body by Aug. 7 or as soon thereafter as practicable.

School districts do not use this form, but instead use Comptroller Form 50-859 *Tax Rate Calculation Worksheet, School District without Chapter 313 Agreements* or Comptroller Form 50-884 *Tax Rate Calculation Worksheet, School District with Chapter 313 Agreements.*

Water districts as defined under Water Code Section 49.001(1) do not use this form, but instead use Comptroller Form 50-858 *Water District Voter-Approval Tax Rate Worksheet for Low Tax Rate and Developing Districts* or Comptroller Form 50-860 *Developed Water District Voter-Approval Tax Rate Worksheet.*

The Comptroller's office provides this worksheet to assist taxing units in determining tax rates. The information provided in this worksheet is offered as technical assistance and not legal advice. Taxing units should consult legal counsel for interpretations of law regarding tax rate preparation and adoption.

SECTION 1: No-New-Revenue Tax Rate

The NNR tax rate enables the public to evaluate the relationship between taxes for the prior year and for the current year based on a tax rate that would produce the same amount of taxes (no new taxes) if applied to the same properties that are taxed in both years. When appraisal values increase, the NNR tax rate should decrease.

The NNR tax rate for a county is the sum of the NNR tax rates calculated for each type of tax the county levies.

While uncommon, it is possible for a taxing unit to provide an exemption for only maintenance and operations taxes. In this case, the taxing unit will need to calculate the NNR tax rate separately for the maintenance and operations tax and the debt tax, then add the two components together.

Line	No-New-Revenue Tax Rate Worksheet		Amount/Rate
1.	**2021 total taxable value.** Enter the amount of 2021 taxable value on the 2021 tax roll today. Include any adjustments since last year's certification; exclude Tax Code Section 25.25(d) one-fourth and one-third over-appraisal corrections from these adjustments. Exclude any property value subject to an appeal under Chapter 42 as of July 25 (will add undisputed value in Line 6). This total includes the taxable value of homesteads with tax ceilings (will deduct in Line 2) and the captured value for tax increment financing (adjustment is made by deducting TIF taxes, as reflected in Line 17).[1]		$ 218,856,847
2.	**2021 tax ceilings.** Counties, cities and junior college districts. Enter 2021 total taxable value of homesteads with tax ceilings. These include the homesteads of homeowners age 65 or older or disabled. Other taxing units enter 0. If your taxing unit adopted the tax ceiling provision in 2021 or a prior year for homeowners age 65 or older or disabled, use this step.[2]		$ 0
3.	**Preliminary 2021 adjusted taxable value.** Subtract Line 2 from Line 1.		$ 218,856,847
4.	**2021 total adopted tax rate.**		$ 0.616544 /$100
5.	**2021 taxable value lost because court appeals of ARB decisions reduced 2021 appraised value.**		
	A. **Original 2021 ARB values:**	$ 0	
	B. **2021 values resulting from final court decisions:**	- $ 0	
	C. **2021 value loss.** Subtract B from A.[3]		$ 0
6.	**2021 taxable value subject to an appeal under Chapter 42, as of July 25.**		
	A. **2021 ARB certified value:**	$ 0	
	B. **2021 disputed value:**	- $ 0	
	C. **2021 undisputed value.** Subtract B from A.[4]		$ 0
7.	**2021 Chapter 42 related adjusted values.** Add Line 5C and Line 6C.		$ 0

[1] Tex. Tax Code § 26.012(14)
[2] Tex. Tax Code § 26.012(14)
[3] Tex. Tax Code § 26.012(13)
[4] Tex. Tax Code § 26.012(13)

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Line	No-New-Revenue Tax Rate Worksheet	Amount/Rate
8.	**2021 taxable value, adjusted for actual and potential court-ordered adjustments.** Add Line 3 and Line 7.	$ 218,856,847
9.	**2021 taxable value of property in territory the taxing unit deannexed after Jan. 1, 2021.** Enter the 2021 value of property in deannexed territory. [5]	$ 0
10.	**2021 taxable value lost because property first qualified for an exemption in 2022.** If the taxing unit increased an original exemption, use the difference between the original exempted amount and the increased exempted amount. Do not include value lost due to freeport, goods-in-transit, temporary disaster exemptions. Note that lowering the amount or percentage of an existing exemption in 2022 does not create a new exemption or reduce taxable value. **A. Absolute exemptions.** Use 2021 market value: $ 147,980 **B. Partial exemptions.** 2022 exemption amount or 2022 percentage exemption times 2021 value: + $ 405,270 **C. Value loss.** Add A and B. [6]	$ 553,250
11.	**2021 taxable value lost because property first qualified for agricultural appraisal (1-d or 1-d-1), timber appraisal, recreational/scenic appraisal or public access airport special appraisal in 2022.** Use only properties that qualified in 2022 for the first time; do not use properties that qualified in 2021. **A. 2021 market value:** $ 0 **B. 2022 productivity or special appraised value:** - $ 0 **C. Value loss.** Subtract B from A. [7]	$ 0
12.	**Total adjustments for lost value.** Add Lines 9, 10C and 11C.	$ 553,250
13.	**2021 captured value of property in a TIF.** Enter the total value of 2021 captured appraised value of property taxable by a taxing unit in a tax increment financing zone for which 2021 taxes were deposited into the tax increment fund. [8] If the taxing unit has no captured appraised value in line 18D, enter 0.	$ 0
14.	**2021 total value.** Subtract Line 12 and Line 13 from Line 8.	$ 218,303,597
15.	**Adjusted 2021 total levy.** Multiply Line 4 by Line 14 and divide by $100.	$ 1,345,937
16.	**Taxes refunded for years preceding tax year 2021.** Enter the amount of taxes refunded by the taxing unit for tax years preceding tax year 2021. Types of refunds include court decisions, Tax Code Section 25.25(b) and (c) corrections and Tax Code Section 31.11 payment errors. Do not include refunds for tax year 2021. This line applies only to tax years preceding tax year 2021. [9]	$ 804
17.	**Adjusted 2021 levy with refunds and TIF adjustment.** Add Lines 15 and 16. [10]	$ 1,346,741
18.	**Total 2022 taxable value on the 2022 certified appraisal roll today.** This value includes only certified values or certified estimate of values and includes the total taxable value of homesteads with tax ceilings (will deduct in Line 20). These homesteads include homeowners age 65 or older or disabled. [11] **A. Certified values:** $ 243,771,536 **B. Counties:** Include railroad rolling stock values certified by the Comptroller's office: + $ **C. Pollution control and energy storage system exemption:** Deduct the value of property exempted for the current tax year for the first time as pollution control or energy storage system property: - $ 0 **D. Tax increment financing:** Deduct the 2022 captured appraised value of property taxable by a taxing unit in a tax increment financing zone for which the 2022 taxes will be deposited into the tax increment fund. Do not include any new property value that will be included in Line 23 below. [12] - $ 0 **E. Total 2022 value.** Add A and B, then subtract C and D.	$ 243,771,536

[5] Tex. Tax Code § 26.012(15)
[6] Tex. Tax Code § 26.012(15)
[7] Tex. Tax Code § 26.012(15)
[8] Tex. Tax Code § 26.03(c)
[9] Tex. Tax Code § 26.012(13)
[10] Tex. Tax Code § 26.012(13)
[11] Tex. Tax Code § 26.012, 26.04(c-2)
[12] Tex. Tax Code § 26.03(c)

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Line	No-New-Revenue Tax Rate Worksheet	Amount/Rate
19.	**Total value of properties under protest or not included on certified appraisal roll.** [13] **A. 2022 taxable value of properties under protest.** The chief appraiser certifies a list of properties still under ARB protest. The list shows the appraisal district's value and the taxpayer's claimed value, if any, or an estimate of the value if the taxpayer wins. For each of the properties under protest, use the lowest of these values. Enter the total value under protest. [14] ..... $ 82,420 **B. 2022 value of properties not under protest or included on certified appraisal roll.** The chief appraiser gives taxing units a list of those taxable properties that the chief appraiser knows about but are not included in the appraisal roll certification. These properties also are not on the list of properties that are still under protest. On this list of properties, the chief appraiser includes the market value, appraised value and exemptions for the preceding year and a reasonable estimate of the market value, appraised value and exemptions for the current year. Use the lower market, appraised or taxable value (as appropriate). Enter the total value of property not on the certified roll. [15] ..... + $ 0 **C. Total value under protest or not certified.** Add A and B.	$ 82,420
20.	**2022 tax ceilings.** Counties, cities and junior colleges enter 2022 total taxable value of homesteads with tax ceilings. These include the home-steads of homeowners age 65 or older or disabled. Other taxing units enter 0. If your taxing unit adopted the tax ceiling provision in 2021 or a prior year for homeowners age 65 or older or disabled, use this step.[16]	$ 0
21.	**2022 total taxable value.** Add Lines 18E and 19C. Subtract Line 20. [17]	$ 243,853,956
22.	**Total 2022 taxable value of properties in territory annexed after Jan. 1, 2021.** Include both real and personal property. Enter the 2022 value of property in territory annexed. [18]	$ 0
23.	**Total 2022 taxable value of new improvements and new personal property located in new improvements.** New means the item was not on the appraisal roll in 2021. An improvement is a building, structure, fixture or fence erected on or affixed to land. New additions to exist-ing improvements may be included if the appraised value can be determined. New personal property in a new improvement must have been brought into the taxing unit after Jan. 1, 2021 and be located in a new improvement. New improvements **do** include property on which a tax abatement agreement has expired for 2022. [19]	$ 2,375,870
24.	**Total adjustments to the 2022 taxable value.** Add Lines 22 and 23.	$ 2,375,870
25.	**Adjusted 2022 taxable value.** Subtract Line 24 from Line 21.	$ 241,478,086
26.	**2022 NNR tax rate.** Divide Line 17 by Line 25 and multiply by $100. [20]	$ 0.557707 /$100
27.	**COUNTIES ONLY.** Add together the NNR tax rates for each type of tax the county levies. The total is the 2022 county NNR tax rate. [21]	$ _____ /$100

SECTION 2: Voter-Approval Tax Rate

The voter-approval tax rate is the highest tax rate that a taxing unit may adopt without holding an election to seek voter approval of the rate. The voter-approval tax rate is split into two separate rates:

1. **Maintenance and Operations (M&O) Tax Rate:** The M&O portion is the tax rate that is needed to raise the same amount of taxes that the taxing unit levied in the prior year plus the applicable percentage allowed by law. This rate accounts for such things as salaries, utilities and day-to-day operations.
2. **Debt Rate:** The debt rate includes the debt service necessary to pay the taxing unit's debt payments in the coming year. This rate accounts for principal and interest on bonds and other debt secured by property tax revenue.

The voter-approval tax rate for a county is the sum of the voter-approval tax rates calculated for each type of tax the county levies. In most cases the voter-approval tax rate exceeds the no-new-revenue tax rate, but occasionally decreases in a taxing unit's debt service will cause the NNR tax rate to be higher than the voter-approval tax rate.

Line	Voter-Approval Tax Rate Worksheet	Amount/Rate
28.	**2021 M&O tax rate.** Enter the 2021 M&O tax rate.	$ 0.554203 /$100
29.	**2021 taxable value, adjusted for actual and potential court-ordered adjustments.** Enter the amount in Line 8 of the *No-New-Revenue Tax Rate Worksheet.*	$ 218,856,847

[13] Tex. Tax Code § 26.01(c) and (d)
[14] Tex. Tax Code § 26.01(c)
[15] Tex. Tax Code § 26.01(d)
[16] Tex. Tax Code § 26.012(6)(B)
[17] Tex. Tax Code § 26.012(6)
[18] Tex. Tax Code § 26.012(17)
[19] Tex. Tax Code § 26.012(17)
[20] Tex. Tax Code § 26.04(c)
[21] Tex. Tax Code § 26.04(d)

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Line	Voter-Approval Tax Rate Worksheet		Amount/Rate
30.	**Total 2021 M&O levy.** Multiply Line 28 by Line 29 and divide by $100		$ 1,212,911
31.	**Adjusted 2021 levy for calculating NNR M&O rate.**		
	A. **M&O taxes refunded for years preceding tax year 2021.** Enter the amount of M&O taxes refunded in the preceding year for taxes before that year. Types of refunds include court decisions, Tax Code Section 25.25(b) and (c) corrections and Tax Code Section 31.11 payment errors. Do not include refunds for tax year 2021. This line applies only to tax years preceding tax year 2021.	+ $ 701	
	B. **2021 taxes in TIF.** Enter the amount of taxes paid into the tax increment fund for a reinvestment zone as agreed by the taxing unit. If the taxing unit has no 2022 captured appraised value in Line 18D, enter 0.	– $ 0	
	C. **2021 transferred function.** If discontinuing all of a department, function or activity and transferring it to another taxing unit by written contract, enter the amount spent by the taxing unit discontinuing the function in the 12 months preceding the month of this calculation. If the taxing unit did not operate this function for this 12-month period, use the amount spent in the last full fiscal year in which the taxing unit operated the function. The taxing unit discontinuing the function will subtract this amount in D below. The taxing unit receiving the function will add this amount in D below. Other taxing units enter 0.	+/- $ 0	
	D. **2021 M&O levy adjustments.** Subtract B from A. For taxing unit with C, subtract if discontinuing function and add if receiving function.	$ 701	
	E. Add Line 30 to 31D.		$ 1,213,612
32.	**Adjusted 2022 taxable value.** Enter the amount in Line 25 of the *No-New-Revenue Tax Rate Worksheet.*		$ 241,478,086
33.	**2022 NNR M&O rate (unadjusted).** Divide Line 31E by Line 32 and multiply by $100.		$ 0.502576 /$100
34.	**Rate adjustment for state criminal justice mandate.** [23]		
	A. **2022 state criminal justice mandate.** Enter the amount spent by a county in the previous 12 months providing for the maintenance and operation cost of keeping inmates in county-paid facilities after they have been sentenced. Do not include any state reimbursement received by the county for the same purpose.	$ 0	
	B. **2021 state criminal justice mandate.** Enter the amount spent by a county in the 12 months prior to the previous 12 months providing for the maintenance and operation cost of keeping inmates in county-paid facilities after they have been sentenced. Do not include any state reimbursement received by the county for the same purpose. Enter zero if this is the first time the mandate applies.	– $ 0	
	C. Subtract B from A and divide by Line 32 and multiply by $100.	$ 0 /$100	
	D. Enter the rate calculated in C. If not applicable, enter 0.		$ 0 /$100
35.	**Rate adjustment for indigent health care expenditures.** [24]		
	A. **2022 indigent health care expenditures.** Enter the amount paid by a taxing unit providing for the maintenance and operation cost of providing indigent health care for the period beginning on July 1, 2021 and ending on June 30, 2022, less any state assistance received for the same purpose.	$ 0	
	B. **2021 indigent health care expenditures.** Enter the amount paid by a taxing unit providing for the maintenance and operation cost of providing indigent health care for the period beginning on July 1, 2020 and ending on June 30, 2021, less any state assistance received for the same purpose.	– $ 0	
	C. Subtract B from A and divide by Line 32 and multiply by $100.	$ 0.000000 /$100	
	D. Enter the rate calculated in C. If not applicable, enter 0.		$ 0 /$100

[22] [Reserved for expansion]
[23] Tex. Tax Code § 26.044
[24] Tex. Tax Code § 26.0441

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Line	Voter-Approval Tax Rate Worksheet		Amount/Rate
36.	**Rate adjustment for county indigent defense compensation.** [25]		
	A. **2022 indigent defense compensation expenditures.** Enter the amount paid by a county to provide appointed counsel for indigent individuals and fund the operations of a public defender's office under Article 26.044, Code of Criminal Procedure for the period beginning on July 1, 2021 and ending on June 30, 2022, less any state grants received by the county for the same purpose	$ 0	
	B. **2021 indigent defense compensation expenditures.** Enter the amount paid by a county to provide appointed counsel for indigent individuals and fund the operations of a public defender's office under Article 26.044, Code of Criminal Procedure for the period beginning on July 1, 2020 and ending on June 30, 2021, less any state grants received by the county for the same purpose	$ 0	
	C. Subtract B from A and divide by Line 32 and multiply by $100	$ 0 /$100	
	D. Multiply B by 0.05 and divide by Line 32 and multiply by $100	$ 0 /$100	
	E. Enter the lesser of C and D. If not applicable, enter 0.		$ 0 /$100
37.	**Rate adjustment for county hospital expenditures.** [26]		
	A. **2022 eligible county hospital expenditures.** Enter the amount paid by the county or municipality to maintain and operate an eligible county hospital for the period beginning on July 1, 2021 and ending on June 30, 2022.	$ 0	
	B. **2021 eligible county hospital expenditures.** Enter the amount paid by the county or municipality to maintain and operate an eligible county hospital for the period beginning on July 1, 2020 and ending on June 30, 2021.	$ 0	
	C. Subtract B from A and divide by Line 32 and multiply by $100	$ 0 /$100	
	D. Multiply B by 0.08 and divide by Line 32 and multiply by $100	$ 0 /$100	
	E. Enter the lesser of C and D, if applicable. If not applicable, enter 0.		$ 0 /$100
38.	**Rate adjustment for defunding municipality.** This adjustment only applies to a municipality that is considered to be a defunding municipality for the current tax year under Chapter 109, Local Government Code. Chapter 109, Local Government Code only applies to municipalities with a population of more than 250,000 and includes a written determination by the Office of the Governor. See Tax Code 26.0444 for more information.		
	A. **Amount appropriated for public safety in 2021.** Enter the amount of money appropriated for public safety in the budget adopted by the municipality for the preceding fiscal year	$ 0	
	B. **Expenditures for public safety in 2021.** Enter the amount of money spent by the municipality for public safety during the preceding fiscal year	$ 0	
	C. Subtract B from A and divide by Line 32 and multiply by $100	$ 0 /$100	
	D. Enter the rate calculated in C. If not applicable, enter 0.		$ 0 /$100
39.	**Adjusted 2022 NNR M&O rate.** Add Lines 33, 34D, 35D, 36E, and 37E. Subtract Line 38D.		$ 0.502576 /$100
40.	**Adjustment for 2021 sales tax specifically to reduce property values.** Cities, counties and hospital districts that collected and spent additional sales tax on M&O expenses in 2021 should complete this line. These entities will deduct the sales tax gain rate for 2022 in Section 3. Other taxing units, enter zero.		
	A. Enter the amount of additional sales tax collected and spent on M&O expenses in 2021, if any. Counties must exclude any amount that was spent for economic development grants from the amount of sales tax spent	$ 224,160	
	B. Divide Line 40A by Line 32 and multiply by $100	$ 0.092828 /$100	
	C. Add Line 40B to Line 39.		$ 0.595404 /$100
41.	**2022 voter-approval M&O rate.** Enter the rate as calculated by the appropriate scenario below. **Special Taxing Unit.** If the taxing unit qualifies as a special taxing unit, multiply Line 40C by 1.08. **- or -** **Other Taxing Unit.** If the taxing unit does not qualify as a special taxing unit, multiply Line 40C by 1.035.		$ 0.616243 /$100

[25] Tex. Tax Code § 26.0442
[26] Tex. Tax Code § 26.0443

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Line	Voter-Approval Tax Rate Worksheet	Amount/Rate
D41.	***Disaster Line 41 (D41):* 2022 voter-approval M&O rate for taxing unit affected by disaster declaration.** If the taxing unit is located in an area declared a disaster area and at least one person is granted an exemption under Tax Code Section 11.35 for property located in the taxing unit, the governing body may direct the person calculating the voter-approval tax rate to calculate in the manner provided for a special taxing unit. The taxing unit shall continue to calculate the voter-approval tax rate in this manner until the earlier of 1) the first year in which total taxable value on the certified appraisal roll exceeds the total taxable value of the tax year in which the disaster occurred, or 2) the third tax year after the tax year in which the disaster occurred If the taxing unit qualifies under this scenario, multiply Line 40C by 1.08. [27] If the taxing unit does not qualify, do not complete Disaster Line 41 (Line D41).	$ 0 /$100
42.	**Total 2022 debt to be paid with property taxes and additional sales tax revenue.** Debt means the interest and principal that will be paid on debts that: **(1)** are paid by property taxes, **(2)** are secured by property taxes, **(3)** are scheduled for payment over a period longer than one year, and **(4)** are not classified in the taxing unit's budget as M&O expenses. **A. Debt** also includes contractual payments to other taxing units that have incurred debts on behalf of this taxing unit, if those debts meet the four conditions above. Include only amounts that will be paid from property tax revenue. Do not include appraisal district budget payments. If the governing body of a taxing unit authorized or agreed to authorize a bond, warrant, certificate of obligation, or other evidence of indebtedness on or after Sept. 1, 2022, verify if it meets the amended definition of debt before including it here. [28] Enter debt amount ... $ 145,319 **B.** Subtract **unencumbered fund amount** used to reduce total debt. ... – $ 0 **C.** Subtract **certified amount spent from sales tax to reduce debt** (enter zero if none) ... – $ 0 **D.** Subtract **amount paid** from other resources ... – $ 0 **E. Adjusted debt.** Subtract B, C and D from A.	$ 145,319
43.	**Certified 2021 excess debt collections.** Enter the amount certified by the collector. [29]	$ 0
44.	**Adjusted 2022 debt.** Subtract Line 43 from Line 42E.	$ 145,319
45.	**2022 anticipated collection rate.** **A.** Enter the 2022 anticipated collection rate certified by the collector. [30] ... 101.00 % **B.** Enter the 2021 actual collection rate. ... 101.00 % **C.** Enter the 2020 actual collection rate. ... 101.00 % **D.** Enter the 2019 actual collection rate. ... 102.00 % **E.** If the anticipated collection rate in A is lower than actual collection rates in B, C and D, enter the lowest collection rate from B, C and D. If the anticipated rate in A is higher than at least one of the rates in the prior three years, enter the rate from A. Note that the rate can be greater than 100%. [31]	101.00 %
46.	**2022 debt adjusted for collections.** Divide Line 44 by Line 45E.	$ 143,880
47.	**2022 total taxable value.** Enter the amount on Line 21 of the *No-New-Revenue Tax Rate Worksheet.*	$ 243,853,956
48.	**2022 debt rate.** Divide Line 46 by Line 47 and multiply by $100.	$ 0.059002 /$100
49.	**2022 voter-approval tax rate.** Add Lines 41 and 48.	$ 0.675245 /$100
D49.	***Disaster Line 49 (D49):* 2022 voter-approval tax rate for taxing unit affected by disaster declaration.** Complete this line if the taxing unit calculated the voter-approval tax rate in the manner provided for a special taxing unit on Line D41. Add Line D41 and 48.	$ /$100

[27] Tex. Tax Code § 26.042(a)
[28] Tex. Tax Code § 26.012(7)
[29] Tex. Tax Code § 26.012(10) and 26.04(b)
[30] Tex. Tax Code § 26.04(b)
[31] Tex. Tax Code §§ 26.04(h), (h-1) and (h-2)

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Line	Voter-Approval Tax Rate Worksheet	Amount/Rate
50.	**COUNTIES ONLY.** Add together the voter-approval tax rates for each type of tax the county levies. The total is the 2022 county voter-approval tax rate.	$ 0 /$100

SECTION 3: NNR Tax Rate and Voter-Approval Tax Rate Adjustments for Additional Sales Tax to Reduce Property Taxes

Cities, counties and hospital districts may levy a sales tax specifically to reduce property taxes. Local voters by election must approve imposing or abolishing the additional sales tax. If approved, the taxing unit must reduce its NNR and voter-approval tax rates to offset the expected sales tax revenue.

This section should only be completed by a county, city or hospital district that is required to adjust its NNR tax rate and/or voter-approval tax rate because it adopted the additional sales tax.

Line	Additional Sales and Use Tax Worksheet	Amount/Rate
51.	**Taxable Sales.** For taxing units that adopted the sales tax in November 2021 or May 2022, enter the Comptroller's estimate of taxable sales for the previous four quarters. [32] Estimates of taxable sales may be obtained through the Comptroller's Allocation Historical Summary webpage. Taxing units that adopted the sales tax before November 2021, enter 0.	$ 0
52.	**Estimated sales tax revenue.** Counties exclude any amount that is or will be spent for economic development grants from the amount of estimated sales tax revenue. [33] **Taxing units that adopted the sales tax in November 2021 or in May 2022.** Multiply the amount on Line 51 by the sales tax rate (.01, .005 or .0025, as applicable) and multiply the result by .95. [34] **- or -** **Taxing units that adopted the sales tax before November 2021.** Enter the sales tax revenue for the previous four quarters. Do not multiply by .95.	$ 224,160
53.	**2022 total taxable value.** Enter the amount from Line 21 of the *No-New-Revenue Tax Rate Worksheet*.	$ 243,853,956
54.	**Sales tax adjustment rate.** Divide Line 52 by Line 53 and multiply by $100.	$ 0.091924 /$100
55.	**2022 NNR tax rate, unadjusted for sales tax.** [35] Enter the rate from Line 26 or 27, as applicable, on the *No-New-Revenue Tax Rate Worksheet*.	$ 0.557707 /$100
56.	**2022 NNR tax rate, adjusted for sales tax.** **Taxing units that adopted the sales tax in November 2021 or in May 2022.** Subtract Line 54 from Line 55. Skip to Line 57 if you adopted the additional sales tax before November 2021.	$ 0.557707 /$100
57.	**2022 voter-approval tax rate, unadjusted for sales tax.** [36] Enter the rate from Line 49, Line D49 (disaster) or Line 50 (counties) as applicable, of the *Voter-Approval Tax Rate Worksheet*.	$ 0.675245 /$100
58.	**2022 voter-approval tax rate, adjusted for sales tax.** Subtract Line 54 from Line 57.	$ 0.583321 /$100

SECTION 4: Voter-Approval Tax Rate Adjustment for Pollution Control

A taxing unit may raise its rate for M&O funds used to pay for a facility, device or method for the control of air, water or land pollution. This includes any land, structure, building, installation, excavation, machinery, equipment or device that is used, constructed, acquired or installed wholly or partly to meet or exceed pollution control requirements. The taxing unit's expenses are those necessary to meet the requirements of a permit issued by the Texas Commission on Environmental Quality (TCEQ). The taxing unit must provide the tax assessor with a copy of the TCEQ letter of determination that states the portion of the cost of the installation for pollution control.

This section should only be completed by a taxing unit that uses M&O funds to pay for a facility, device or method for the control of air, water or land pollution.

Line	Voter-Approval Rate Adjustment for Pollution Control Requirements Worksheet	Amount/Rate
59.	**Certified expenses from the Texas Commission on Environmental Quality (TCEQ).** Enter the amount certified in the determination letter from TCEQ. [37] The taxing unit shall provide its tax assessor-collector with a copy of the letter. [38]	$ 0
60.	**2022 total taxable value.** Enter the amount from Line 21 of the *No-New-Revenue Tax Rate Worksheet*.	$ 243,853,956
61.	**Additional rate for pollution control.** Divide Line 59 by Line 60 and multiply by $100.	$ 0 /$100
62.	**2022 voter-approval tax rate, adjusted for pollution control.** Add Line 61 to one of the following lines (as applicable): Line 49, Line D49 (disaster), Line 50 (counties) or Line 58 (taxing units with the additional sales tax).	$ 0.583321 /$100

[32] Tex. Tax Code § 26.041(d)
[33] Tex. Tax Code § 26.041(i)
[34] Tex. Tax Code § 26.041(d)
[35] Tex. Tax Code § 26.04(c)
[36] Tex. Tax Code § 26.04(c)
[37] Tex. Tax Code § 26.045(d)
[38] Tex. Tax Code § 26.045(i)

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SECTION 5: Voter-Approval Tax Rate Adjustment for Unused Increment Rate

The unused increment rate is the rate equal to the difference between the adopted tax rate and voter-approval tax rate before the unused increment rate for the prior three years. [39] In a year where a taxing unit adopts a rate by applying any portion of the unused increment rate, the unused increment rate for that year would be zero.

The difference between the adopted tax rate and voter-approval tax rate is considered zero in the following scenarios:

- a tax year before 2020; [40]
- a tax year in which the municipality is a defunding municipality, as defined by Tax Code Section 26.0501(a); [41] or
- after Jan. 1, 2022, a tax year in which the comptroller determines that the county implemented a budget reduction or reallocation described by Local Government Code Section 120.002(a) without the required voter approval. [42]

This section should only be completed by a taxing unit that does not meet the definition of a special taxing unit. [43]

Line	Unused Increment Rate Worksheet	Amount/Rate
63.	**2021 unused increment rate.** Subtract the 2021 actual tax rate and the 2021 unused increment rate from the 2021 voter-approval tax rate. If the number is less than zero, enter zero.	$ 0 /$100
64.	**2020 unused increment rate.** Subtract the 2020 actual tax rate and the 2020 unused increment rate from the 2020 voter-approval tax rate. If the number is less than zero, enter zero.	$ 0 /$100
65.	**2019 unused increment rate.** Subtract the 2019 actual tax rate and the 2019 unused increment rate from the 2019 voter-approval tax rate. If the number is less than zero, enter zero. If the year is prior to 2020, enter zero.	$ 0 /$100
66.	**2022 unused increment rate.** Add Lines 63, 64 and 65.	$ 0 /$100
67.	**2022 voter-approval tax rate, adjusted for unused increment rate.** Add Line 66 to one of the following lines (as applicable): Line 49, Line D49 (disaster), Line 50 (counties), Line 58 (taxing units with the additional sales tax) or Line 62 (taxing units with pollution control).	$ 0.583321 /$100

SECTION 6: De Minimis Rate

The de minimis rate is the rate equal to the sum of the no-new-revenue maintenance and operations rate, the rate that will raise $500,000, and the current debt rate for a taxing unit. [44]

This section should only be completed by a taxing unit that is a municipality of less than 30,000 or a taxing unit that does not meet the definition of a special taxing unit. [45]

Line	De Minimis Rate Worksheet	Amount/Rate
68.	**Adjusted 2022 NNR M&O tax rate.** Enter the rate from Line 39 of the *Voter-Approval Tax Rate Worksheet*	$ 0.502576 /$100
69.	**2022 total taxable value.** Enter the amount on Line 21 of the *No-New-Revenue Tax Rate Worksheet.*	$ 243,853,956
70.	**Rate necessary to impose $500,000 in taxes.** Divide $500,000 by Line 69 and multiply by $100.	$ 0.205040 /$100
71.	**2022 debt rate.** Enter the rate from Line 48 of the *Voter-Approval Tax Rate Worksheet.*	$ 0.059002 /$100
72.	**De minimis rate.** Add Lines 68, 70 and 71.	$ 0.766618 /$100

SECTION 7: Voter-Approval Tax Rate Adjustment for Emergency Revenue Rate

In the tax year after the end of the disaster calculation time period detailed in Tax Code Section 26.042(a), a taxing unit that calculated its voter-approval tax rate in the manner provided for a special taxing unit due to a disaster must calculate its emergency revenue rate and reduce its voter-approval tax rate for that year.[46]

Similarly, if a taxing unit adopted a tax rate that exceeded its voter-approval tax rate, calculated normally, without holding an election to respond to a disaster, as allowed by Tax Code Section 26.042(d), in the prior year, it must also reduce its voter-approval tax rate for the current tax year. [47]

This section will apply to a taxing unit other than a special taxing unit that:

- directed the designated officer or employee to calculate the voter-approval tax rate of the taxing unit in the manner provided for a special taxing unit in the prior year; and
- the current year is the first tax year in which the total taxable value of property taxable by the taxing unit as shown on the appraisal roll for the taxing unit submitted by the assessor for the taxing unit to the governing body exceeds the total taxable value of property taxable by the taxing unit on January 1 of the tax year in which the disaster occurred or the disaster occurred four years ago.

[39] Tex. Tax Code § 26.013(a)
[40] Tex. Tax Code § 26.013(c)
[41] Tex. Tax Code §§ 26.0501(a) and (c)
[42] Tex. Local Gov't Code § 120.007(d), effective Jan. 1, 2022
[43] Tex. Tax Code § 26.063(a)(1)
[44] Tex. Tax Code § 26.012(8-a)
[45] Tex. Tax Code § 26.063(a)(1)
[46] Tex. Tax Code §26.042(b)
[47] Tex. Tax Code §26.042(f)

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This section will apply to a taxing unit in a disaster area that adopted a tax rate greater than its voter-approval tax rate without holding an election in the prior year.

Note: This section does not apply if a taxing unit is continuing to calculate its voter-approval tax rate in the manner provided for a special taxing unit because it is still within the disaster calculation time period detailed in Tax Code Section 26.042(a) because it has not met the conditions in Tax Code Section 26.042(a)(1) or (2).

Line	Emergency Revenue Rate Worksheet	Amount/Rate
73.	**2021 adopted tax rate.** Enter the rate in Line 4 of the *No-New-Revenue Tax Rate Worksheet.*	$ 0.616544 /$100
74.	**Adjusted 2021 voter-approval tax rate.** Use the taxing unit's Tax Rate Calculation Worksheets from the prior year(s) to complete this line. If a disaster occurred in 2021 and the taxing unit calculated its 2021 voter-approval tax rate using a multiplier of 1.08 on Disaster Line 41 (D41) of the 2021 worksheet due to a disaster, enter the 2021 voter-approval tax rate as calculated using a multiplier of 1.035 from Line 49. **- or -** If a disaster occurred prior to 2021 for which the taxing unit continued to calculate its voter-approval tax rate using a multiplier of 1.08 on Disaster Line 41 (D41) in 2021, complete the separate *Adjusted Voter-Approval Tax Rate for Taxing Units in Disaster Area Calculation Worksheet* to recalculate the voter-approval tax rate the taxing unit would have calculated in 2021 if it had generated revenue based on an adopted tax rate using a multiplier of 1.035 in the year(s) following the disaster. [48] Enter the final adjusted 2021 voter-approval tax rate from the worksheet. **- or -** If the taxing unit adopted a tax rate above the 2021 voter-approval tax rate without calculating a disaster tax rate or holding an election due to a disaster, no recalculation is necessary. Enter the voter-approval tax rate from the prior year's worksheet.	$ 0 /$100
75.	**Increase in 2021 tax rate due to disaster.** Subtract Line 74 from Line 73.	$ 0.616544 /$100
76.	**Adjusted 2021 taxable value.** Enter the amount in Line 14 of the *No-New-Revenue Tax Rate Worksheet.*	$ 218,303,597
77.	**Emergency revenue.** Multiply Line 75 by Line 76 and divide by $100.	$ 1,345,937
78.	**Adjusted 2022 taxable value.** Enter the amount in Line 25 of the *No-New-Revenue Tax Rate Worksheet.*	$ 241,478,086
79.	**Emergency revenue rate.** Divide Line 77 by Line 78 and multiply by $100. [49]	$ 0 /$100
80.	**2022 voter-approval tax rate, adjusted for emergency revenue.** Subtract Line 79 from one of the following lines (as applicable): Line 49, Line D49 (disaster), Line 50 (counties), Line 58 (taxing units with the additional sales tax), Line 62 (taxing units with pollution control) or Line 67 (taxing units with the unused increment rate).	$ 0.583321 /$100

SECTION 8: Total Tax Rate

Indicate the applicable total tax rates as calculated above.

No-new-revenue tax rate. ..... $ 0.557707 /$100
As applicable, enter the 2022 NNR tax rate from: Line 26, Line 27 (counties), or Line 56 (adjusted for sales tax). Indicate the line number used: 27

Voter-approval tax rate ..... $ 0.583321 /$100
As applicable, enter the 2022 voter-approval tax rate from: Line 49, Line D49 (disaster), Line 50 (counties), Line 58 (adjusted for sales tax), Line 62 (adjusted for pollution control), Line 67 (adjusted for unused increment), or Line 80 (adjusted for emergency revenue). Indicate the line number used: 67

De minimis rate. ..... $ 0.766618 /$100
If applicable, enter the 2022 de minimis rate from Line 72.

SECTION 9: Taxing Unit Representative Name and Signature

Enter the name of the person preparing the tax rate as authorized by the governing body of the taxing unit. By signing below, you certify that you are the designated officer or employee of the taxing unit and have accurately calculated the tax rates using values that are the same as the values shown in the taxing unit's certified appraisal roll or certified estimate of taxable value, in accordance with requirements in Tax Code. [50]

print here

Printed Name of Taxing Unit Representative

sign here

Taxing Unit Representative

Date

[48] Tex. Tax Code §26.042(c)
[49] Tex. Tax Code §26.042(b)
[50] Tex. Tax Code §§ 26.04(c-2) and (d-2)

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ORDINANCE No. 2022-08-001

TAX RATE ORDINANCE OF THE CITY OF DIBOLL, TEXAS

WHEREAS the appraisal roll of the City of Diboll, Texas (the "City") for 2022 has been prepared and certified by the Angelina County Appraisal District; and

WHEREAS, following notice and hearings in accordance with applicable legal requirements and based upon said appraisal roll, the City Council has determined a tax rate to be levied for 2022 sufficient to provide the tax revenues required by the City, and

NOW THEREFORE BE IT ORDAINED BYTHE CITY COUNCIL OF THE CITY OF DIBOLL, TEXAS:

1. That there is hereby levied and ordered to be assessed and collected an ad valorem tax rate of $0.583321 on each On Hundred Dollars ($100.00) of assessed valuation for all taxable property located in the City of Diboll on the 1st day of January 2022, and not exempted from taxation by the constitution and laws of the State of Texas to provide for the expenses of the City of Diboll for the Fiscal Year beginning October 1, 2022 and ending September 30, 2023. The said tax is made up of two components, as set forth in Section 2 and Section 3 of this Ordinance.

2. That $0.524319 on each On Hundred Dollars ($100.00) of said taxes shall be for the maintenance and operations of the City of Diboll.

3. That $0.059002 on each On Hundred Dollars ($100.00) of said taxes shall be for the purpose of paying interest and principal on the General Obligation and Certificates of Obligation debt for the City of Diboll.

4. THIS TAX RATE WILL RAISE MORE TAXES FOR MAINTENANCE AND OPERATIONS THAN LAST YEAR'S TAX RATE.

5. THE TAX RATE WILL EFFECTIVELY BE RAISED BY 4.33 PERCENT AND WILL RAISE TAXES FOR MAINTENANCE AND OPERATIONS ON A $100,000 HOME BY APPROXIMATELY $-29.88.

6. This ordinance shall be effective as of October 01, 2022 and upon its passage.

PASSED, APPROVED, AND ADOPTED on this _9th_ day of __August___, 2022

_____

Trey Wilkerson, Mayor

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ATTEST:

_____

Rosa Olvera, City Secretary

STATE OF TEXAS §
ANGELINA COUNTY §
CITY OF DIBOLL §

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Jason A. Arnold, MPA
City Manager, City of Diboll

400 Kenley Street
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Diboll, Texas 75941
(936)-829-6800
jarnold@cityofdiboll.com

Message from the City Manager

Honorable Mayor and City Council,

It is my privilege to present for review and adoption the City of Diboll Fiscal Year 22/23 Budget. Staff has worked diligently for several months preparing a budget that best serves the citizens of Diboll. The budget process, beginning in April, has involved hours of research, discussion, brainstorming and forecasting. We took the opportunity to revisit our priorities as a municipal government, evaluate our effectiveness and efficiency when providing services, and lay the groundwork for a vibrant Diboll for years to come.

We are presenting a balanced budget created with a priority-based approach. The priorities for FY 22/23 are as follows:

- Ensure the delivery of essential services of the highest quality with effectiveness and efficiency.
- Maintain a continuous focus on professionalism and responsive customer service.
- Invest in the recruitment and retention of valued employees.
- Strengthen the City's resiliency to adversity of all types.
- Continue to market Diboll as the premier community in the region to live, work, and play.

Staff will approach all decision-making with these priorities in mind.

<u>Financial Policies</u>
A relatively conservative approach was taken when forecasting revenues. Revenue from property tax was calculated at an anticipated growth of 3.5%. While Sales Tax was calculated at a 2% decrease from the current fiscal year. Water and Wastewater revenues were calculated at the current consumption rates with scheduled rate increases of 8% and 10% respectively. All other revenues were forecasted at the current fiscal year budget amounts.

To ensure a balanced budget, expenditure allocations were made after revenue projections were completed. During budget meetings, each Department Head made expense requests in their respective funds. All requests made were data driven with authentic estimates, not arbitrary amounts. Detailed budget notes kept will allow for a more precise execution and monitoring of the budget throughout the fiscal year. It is also worth noting the Department Heads have monitored inflation with vigilance. Through steady contact with vendors, estimated increases in costs have been made with the best data available.

<u>Significant Changes</u>
- Proposed Tax Rate of $0.583321. A decrease from the current Tax Rate of $0.616544.
- Implementation of Incode 10 Software.

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Jason A. Arnold, MPA
City Manager, City of Diboll

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Diboll, Texas 75941
(936)-829-6800
jarnold@cityofdiboll.com

- Scheduled Water and Sewer Rate Increases.
- Interlocal Government Agreement with the City of Lufkin for Dispatch Services.
- Development of the Street Overlay Program.
- Development of the Substandard Structure Mitigation Program.
- The Sanitary Sewer Overflow Plan.
- Effects of the Salary Survey.
- New Police Department Pay Structure.
- Budget Performance Increase of 5% for all staff, with the exception of the City Manager.

City's Debt Position

At the end of the current fiscal year, the City of Diboll will have $7,690,000 total bonds outstanding, capital leases and notes payable / loan payable amounting to $5,866,655. The Annual Debt Service payment for 2022-2023 is $855,401.08 which is approximately 13% of total revenue for all funds. Credit agencies consider anything over 20% to be troublesome and 10% or lower to be preferred. The majority of our debt being revenue-supported versus tax-supported keeps us on solid ground.

Summary

This has been a year of progress for the City of Diboll in which many new faces can be found within the City of Diboll ranks and City Council. The Code Compliance Department was created and has made great progress. Exciting projects such as the Lumberjack Drive Water Main Extension, the Waste Water Treatment Plant Renovations, the City Hall Software Project, the PSI Project, the Civic Center Rental Agreement with M&R, the Dispatch Agreement with the City of Lufkin and many others have been kicked off. The City of Diboll has literally grown by over 330 acres via voluntary annexations. And to top it off, we will finish the year with the 37th celebration of Diboll Day!

FY 22/23 will be the year we reap the fruit of many ongoing projects. By year's end, the City will have brand new ultra-sonic water meters for all water customers, Old Orchard Park will have received major lighting upgrades, City Hall and the Public Safety building will look better than ever, a new Street Overlay Program will have been initiated, our Police Department will have more resources to protect our citizens and much more from the projects already in play. This is all in addition to the opportunities each new day brings for the City!

Honorable Mayor and Council, big things are happening in Diboll and it is my sincere pleasure to be a part of it.

Respectfully submitted,

Jason A. Arnold, MPA
City Manager

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CITY OF DIBOLL
ANNUAL OPERATING BUDGET

FOR FISCAL YEAR
OCTOBER 1, 2022 - SEPTEMBER 30, 2023

Trey Wilkerson
Mayor

CITY COUNCIL

Brian Moreno
District 1
Luis Maldonado
District 2
Benita Sheffield Duffield
District 3

Daniel Lopez
Mayor Pro Tem, District 4
Ruben Terrazas
At Large Place 5
Ray Williams Jr.
At Large Place 6

Jason Arnold, City Manager
Sam Durham, Director of Finance

400 Kenley, Diboll TX 75941
phone: 936-829-4757
Fax: 936-829-1179

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CITY OF DIBOLL
Fiscal Year 2022-2023
Budget Cover Page

This budget will raise more revenue from property taxes than last year's budget by an amount of $72,299, which is a 5.35 percent increase form last year's budget. The property tax revenue to be raised from new property added to the tax roll this year is $13,859.

The Members of the governing body voted on the Budget as follows:
FOR:
AGAINST:
PRESENT and not voting**:**
ABSENT:

Property Tax Rare Comparison

	2022-2023	**2021-2022**
Property Tax Rate:	$0.583321/100	$0.616544/100
No New Revenue Tax Rate:	$0.557707/100	$0/100
No New Revenue Maintenance & Operations	$0.502576/100	$0/100
Voter Approval Rate	$0.583321/100	$0/100
Debt Rate	$0.059002/100	$0.062341/100

Total debt obligation for CITY OF DIBOLL secured by property taxes: $738,736

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CITY OF DIBOLL
FY2023 BUDGET
CALENDAR OF EVENTS

DATE	ACTION	RESPONSIBILITY	DESCRIPTION
April 25-29, 2022	FY 2022-2023 Revenue Estimates and Budget Expenditure Estimates	Finance	Preliminary FY 22-23 Revenue and Expenditure estimates
April 27, 2022	Receive Preliminary Property Values	Chief Appraiser Finance	Preliminary Ad Valorem revenue projections for budget.
May 2, 2022	FY 2022-2023 Revenue Estimates and Budget Expenditure Estimates	Finance City Manager	Review of preliminary FY 22-23 Revenue and Expenditure estimates
May 2-6, 2022	FY 2022-2023 Revenue Estimates and Budget Expenditure Estimates	Department Heads and Applicable Staff	Preliminary FY 22-23 Revenue and Expenditure estimates
May 6, 2022	Send Budget Review Schedule to Department Heads	Finance	Schedule of meetings will be developed and sent to department heads.
May 9-13, 2022	Departmental FY 2022-2023 Budget and Supplemental Request Reviews	Finance City Manager City Secretary Department Heads and Applicable Staff	Finance, City Manager, and City Secretary to meet with each Department Head to review departmental budgets.
May 16- June 10, 2022	Review Current FY 2022-2023 budget line items.	Finance City Manager	Review of department budgets for justification and details. Line items reviewed.
June 10, 2022	Completed FY 2022-2023 Dept. Budget Pages due to Finance	Department Heads and Applicable staff	Completed FY 22-23 Departmental Budget Pages due to Finance Dept. including UPDATED Mission Statements. Description of Services, Work Program, and Performance Measures.
July 13, 2022	Council Budget Workshop	City Council Finance City Manager City Secretary Department Heads and Applicable Staff	Presentation and Council review of Preliminary FY 22-23 Budget, FY 22-23 Fee Schedule, FY 22-23 Tax Rates
	Establish meeting dates for Public hearings, Budget and tax	City Council	Council sets date for public hearings on the proposed budget and on the tax rate.
June 25, 2022 (by July 31, 2022)	Receive Certified Property Values	Chief Appraiser Finance	Complete Ad Valorem revenue projections for budget.
July 31, 2022	No-new-revenues and voter-approval Tax Rates Published	Tax Assessor/Collector Finance City Secretary	The effective tax rate for fiscal 2022-2023 is published in the local newspaper and City's website. Tex.Tax Code 26.04 (e).

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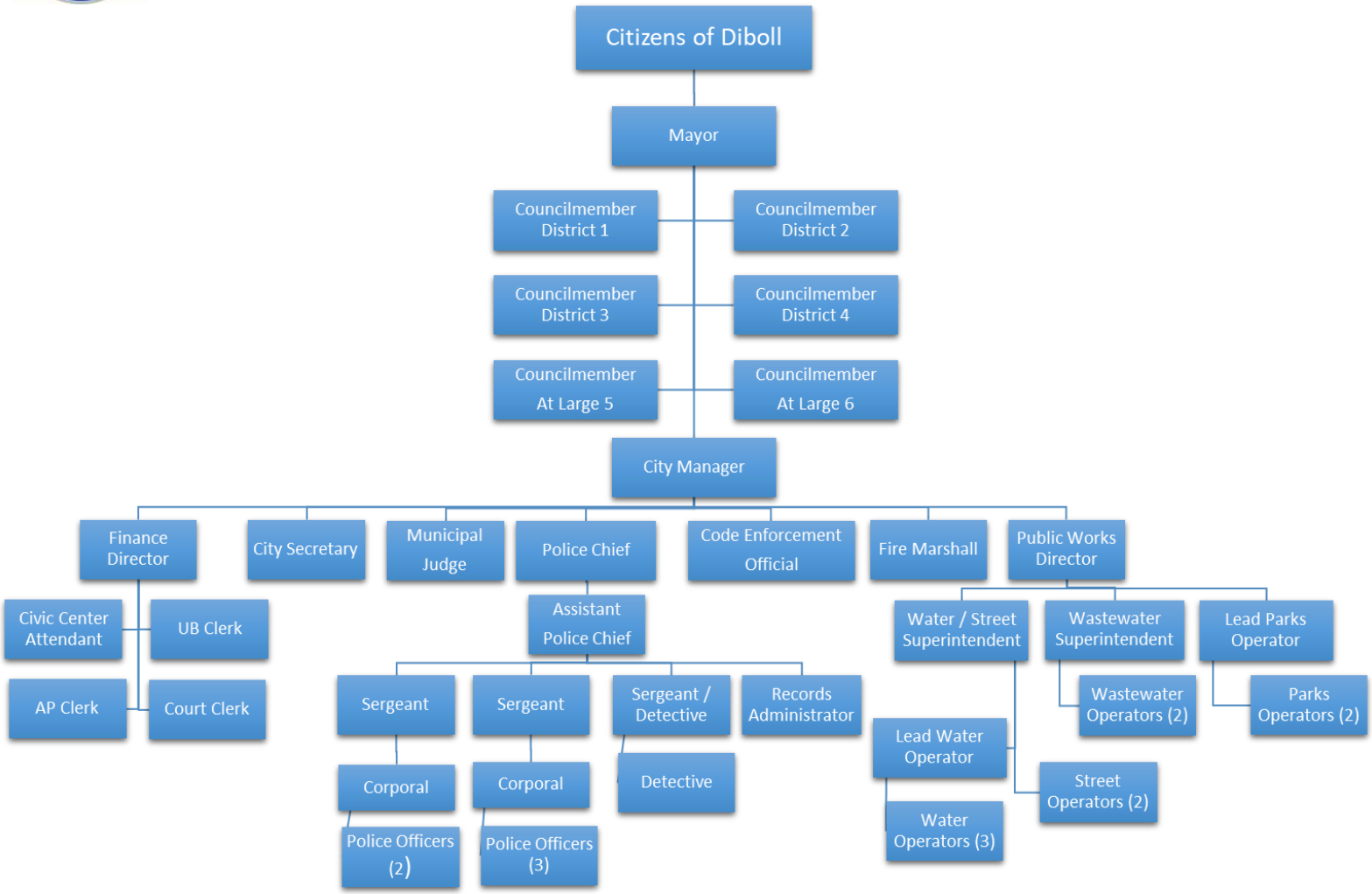
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	File Draft Budget	Finance City Secretary	A copy of the Draft Budget Book is filed with the municipal clerk and is available for inspection by the public and published on the City's website.
	Publish notice of budget hearing	Finance City Secretary	Publish notice of budget hearing in local newspaper and on the City's website.
	Notice of Proposed Tax Rate	Finance City Secretary	1st ¼ Page notice in newspaper and City's Website. Must be published at least 7 days before public hearings.
August 9, 2022	Discussion and Vote on Proposed Tax Rate	City Council	Discussion and record vote of Council for the Proposed Tax Rate per Tax Code 26.06 (b-2)
	Budget Submission to Council	City Manager	Draft Budget and transmittal letter submitted to City Council.
	Public Hearing *	City Council City Secretary	A public hearing is held by Council to receive public input regarding the FY 2022/2023 Operating Budget. * Requires 72 hour Open Meeting
	1st Reading of Budget Ordinance*	City Council	First reading of Budget Ordinance.
	1st Public Hearing on Tax Rate	City Council	First public hearing on proposed tax rate.
	1st Reading of Tax Rate Ordinance	City Council	First reading of Tax Rate Ordinance
	1st Reading Fee Schedule	City Council	First reading of Fee Schedule Ordinance
September 13, 2022	Public Hearing *	City Council City Secretary	A public hearing is held by Council to receive public input regarding the FY 2022/2023 Operating Budget. * Requires 72 hour Open Meeting
	2nd Reading of Budget Ordinance*	City Council	Second reading of Budget Ordinance and adoption.
	2nd Public Hearing on Tax Rate	City Council	Second public hearing on proposed tax rate.
	2nd Reading of Tax Rate Ordinance	City Council	Second reading of Tax Rate Ordinance and adoption.
	2nd Reading of Fee Schedule	City Council	Second reading of Fee Schedule Ordinance and adoption.
December 2, 2022	Distribution of Final Budget Document	Finance City Secretary	Final Budget Document published and distributed.

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CITY OF DIBOLL
ORGANIZATIONAL CHART



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City of Diboll
FY 2023 Department Declarations

Fund: Utility
Department: Wastewater

Mission Statement

The mission of the Wastewater Department is to serve the community by treating the wastewater in a safe and cost effective manner. The wastewater department strives to meet all requirements set by TCEQ.

Description of Services

Wastewater is used water. It includes substances such as human waste, food scraps, oils, soaps and chemicals. In homes, this includes water from sinks, showers, bathtubs, toilets, washing machines and dishwashers. Businesses and industries also contribute their share of used water that must be cleaned. The major aim of wastewater treatment is to remove as much of the suspended solids as possible before the remaining water, called effluent, is discharged back to the environment. As solid material decays, it uses up oxygen, which is needed by the plants and animals living in the water. "Primary treatment" removes about 60 percent of suspended solids from wastewater. This treatment also involves aerating (stirring up) the wastewater, to put oxygen back in. Secondary treatment removes more than 90 percent of suspended solids.

FY 2023 Goals

Continue to stay in compliance with TCEQ. Get started on the plant upgrades. Get operators licensed through TCEQ and their Class B CDL. Maintain wastewater plant and lift stations for environmental safety of the citizens.

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City of Diboll
FY 2023 Department Declarations

Fund: General
Department: Parks

Mission Statement

The City of Diboll Park and Recreation Departments mission is to champion lifelong recreation and serve as responsible stewards of the city's parks, trails, and cemeteries.

Description of Services

Just as water, sewer, and public safety are considered essential public services, parks are vitally important to establishing and maintaining the quality of life in a community, ensuring the health of families and youth, and contributing to the economic and environmental well-being of our community. We mow, weed-eat and maintain all the park grounds. Service and repair the restrooms in the park. Maintain the splash pad and pavilions. Repair Park equipment when needed. Pick up trash and empty trash receptacles in the park. Prepare and maintain our ball complex. Maintain Forest Haven Cemetery and Temple Cemetery grounds. Mow and weed-eat City Hall, water wells, median of HWY 59, red light medians, city entrance signs and the Police Department grounds.

FY 2023 Goals

Provide a safe and fun evironment for all citizens in Old Orchard Park. Continue to work on updating the youth baseball complex. Keep all city properties manicured. Continue partnering with the other city departments to offer additional park enhancements to our citizens.

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City of Diboll
FY 2023 Department Declarations

Fund: General
Department: Street

Mission Statement

To provide a safe, efficient, and affordable system of movement of vehicle traffic through and within the city limits for residents and visitors.

Description of Services

The Street Department strives to improve, to the best of our ability, the quality of services the city provides for its citizens. This includes utilizing our Street Department to ensure our streets are adequately maintained. This also includes the mowing and upkeep of all the City of Diboll Street rights of way and other properties the city owns. The grounds maintenance crew is striving to make Diboll a cleaner and more beautiful place for everyone to live. We do this by patching potholes, installing new culverts and replace deteriorating old culverts, cleaning out ditch's to help with drainage, preparing city streets for inclement weather, keeping catch basins clear of debris and maintaining street lighting and signage.

FY 2023 Goals

Work on maintaining city streets. Mow and bush hog right of ways. Continue to clean out and dig ditches throughout the city. Replace culverts when requested.

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City of Diboll
FY 2023 Department Declarations

Fund: Utility
Department: Water

Mission Statement

The Water and Sewer Department is a customer service organization responsible for the treatment and distribution of high quality H2O, and disposal of wastewater. We will efficiently and effectively operate, protect, and manage all water infrastructure and water resources for the current and future needs of the community and the environment.

Description of Services

The Utility Department enables our community to thrive with clean water done right every time. The utility is responsible for providing drinking water and water service that protects human health and the environment. We install and repair water mains, fire hydrants, check valves and water service lines, tap water mains, install sewer service taps, performs ground excavation work, manage AMI system for reliable readings and flush dead-end mains to meet TCEQ requirements. We maintain accurate records of all water well pump-age reports and logs of work performed including service orders, and accounting for time and materials used on various jobs. We complete annual water use survey, water loss audit, consumer confidence reports and quarterly operating reports.

FY 2023 Goals

Meet all standards set by TCEQ in order to stay in compliance. Continue repairing water and sewer leaks. Replace old water meters for accurate readings. Submit annual water use survey, water loss audit, and consumer confidence report. Submit disinfectant level quarterly operating reports. Get all operators licensed through TCEQ.

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City of Diboll
FY 2023 Department Declarations

Fund: General
Department: Police

Mission Statement

The mission of the Diboll Police Department is to work cooperatively with all members of the community to compassionately enforce laws with respect and dignity, and to ensure a safe and secure community for everyone. We will do this with the highest level of moral and professional standards.

Description of Services

As the Police Department serves our community, we will always emphasize:

Being Service Oriented – Responsiveness to our community's needs with quality service and respect for all residents and visitors.

Enforcement of Law – Compassionate enforcement of state and municipal laws equally, based on a foundation of ethical and moral principles.

Maintain Order – Through working with the community, assure the city is a safe and secure environment for everyone.

Educate the Public – Enhance the public's awareness of both crime information and crime prevention.

Provide Public Assistance – To respond to non-criminal and non-emergency concerns such as traffic control, suspicious activity, safety hazards and any other citizen requests for assistance. To provide referral and direction to resolve non-criminal issues through local social and humanistic services when available.

FY 2023 Goals

To provide Officers with the necessary tools to effectively perform their jobs, as well as create a working environment that sets the area's standard for professionalism and quality service.
To add more training for our officers to better prepare them for the challenges they face in todays policing enviornment, including de-escelation and mental health awareness.

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City of Diboll
FY 2023 Department Declarations

Fund: General
Department: Code

Mission Statement

Our mission is to enforce the codes of the city in order to protect the health, safety, and welfare of the community and, where violations occur, to work with our citizens to achieve compliance through an efficient and fair process.

Description of Services

Maintain an attractive, safe, and healthy environment in order to provide a high quality of life for our residents and visitors. Improve both the appearance and value of residential and business property. Provide prompt, courteous, and professional service to the citizens of the City of Diboll. Encourage responsible property maintenance. Seek voluntary compliance with the provisions of the City Code of Ordinances. Maintain open communications.
Patrol neighborhoods.
Inspect and Identify offenses located on property.
Notify property owners and tenants of offensive conditions existing on their property.
Educate and cooperate with citizens to remediate offenses.
Coordinate with Municipal Court to remediate offenses.
Abatement of property maintenance offenses.
Coordinate with other city departments and state agencies.

FY 2023 Goals

Safeguard the public health, safety and welfare through comprehensive and timely permit plan reviews, extensive building inspections, issuance of Certificates of Occupancies, in addition to continued education.

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BALANCING WORKSHEET 10/2022-9/2023

DEPARTMENTAL FUNDS

	2021-2022 Budget	2022-2023 Proposed Budget	Difference
General Govt	1,965,010.00	2,223,057.62	258,047.62
Municipal Court	366,155.95	351,082.43	(15,073.51)
Police	(1,548,142.88)	(1,621,476.98)	(73,334.10)
Code Enforcement	(2,537.50)	(81,824.43)	(79,286.93)
Fire	(179,822.93)	(180,398.98)	(576.05)
Animal Control	(54,526.01)	-	54,526.01
Street	(373,121.48)	(462,653.10)	(89,531.62)
Parks	(172,189.40)	(226,323.44)	(54,134.04)
GENERAL FUND	825.75	1,463.11	637.37
Utility	(271,632.91)	(605,120.57)	(333,487.66)
Wastewater	274,957.07	605,971.59	331,014.52
UTILITY FUND	3,324.16	851.02	(2,473.14)
Civic Center	15,586.87	30,390.08	14,803.20
Recreation	(14,999.00)	(30,100.00)	(15,101.00)
RECREATION FUND	587.87	290.08	(297.80)
GENERAL BALANCED	825.75	1,463.11	(637.37)
UTILITY BALANCED	3,324.16	851.02	2,473.14
RECREATION BALANCED	587.87	290.08	297.80
TOTAL	4,737.78	2,604.21	2,133.57

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REVENUES & EXPENSES
Overview

DEPARTMENTAL FUNDS

	FY 2021 Est FB	Revenues	Expenses	Transfers	To Fund Balance	Est End Fund Balance
General Govt		2,318,972.14	821,486.52	(725,572.00)	2,223,057.62	
Municipal Court		451,000.00	100,317.57	(400.00)	351,082.43	
Police		10,400.00	1,631,876.98	-	(1,621,476.98)	
Code Enforcement		15,119.41	96,943.83	-	(81,824.43)	
Fire		-	180,398.98	-	(180,398.98)	
Animal Control		-	-	-	-	
Street		34,500.00	497,153.10	-	(462,653.10)	
Parks		-	226,323.44	-	(226,323.44)	
Total General Fund	**1,085,063.17**	**2,829,991.54**	**3,554,500.43**	**(725,972.00)**	**1,463.11**	**1,086,526.28**
Utility		2,181,216.00	1,645,187.07	1,141,149.50	(605,120.57)	
Wastewater		1,154,201.00	548,229.41	-	605,971.59	
Total Utility Fund	**283,993.52**	**3,335,417.00**	**2,193,416.48**	**1,141,149.50**	**851.02**	**284,844.54**
Civic Center		28,000.00	77,809.92	(80,200.00)	30,390.08	
Recreation		30,100.00	60,200.00	-	(30,100.00)	
Total Recreation Fund	**(49,809.00)**	**58,100.00**	**138,009.92**	**(80,200.00)**	**290.08**	**(49,518.92)**
	1,319,247.69	**6,223,508.54**	**5,885,926.84**	**334,977.50**	**2,604.21**	**1,321,851.90**

RESTRICTED REVENUE FUNDS

	FY 2021 Est FB	Revenues	Expenses	Transfers	To/From Fund Balance	Est End Fund Balance
Equipment Fund	-	-	-	-	-	-
Restricted Fund	175,761.00	1,200.00	61,200.00	61,200.00	(121,200.00)	54,561.00
Hotel/Motel Tax Fund	69,767.00	20,000.00	4,000.00	66,000.00	(50,000.00)	19,767.00
Seized Fund	7,594.77	-	-	-	-	7,594.77
Street Project Fund	225,000.00	-	-	-	-	225,000.00
MC Security Fund	11,011.00	7,000.00	-	7,000.00	-	11,011.00
MC Tech Fund	5,175.41	7,000.00	5,070.00	-	1,930.00	7,105.41
PEG Fund	56,760.00	4,000.00	-	-	4,000.00	60,760.00
Red Light Fund	75,206.84	-	-	25,000.00	(25,000.00)	50,206.84
Debt Service Fund	132,228.00	145,318.75	629,746.25	(434,427.50)	(50,000.00)	82,228.00
Endowment Fund	-	8,050.00	-	8,050.00	-	-
Road Maintenance Fund	-	-	-	-	-	-
MC Local Truency Prevention & Diversion Fund	18,325.00	8,000.00	-	-	8,000.00	26,325.00
MC Municipal Jury Fund	346.00	150.00	-	400.00	(250.00)	96.00
Keep Diboll Beautiful Fund	12,575.00	-	34,841.38	-	(34,841.38)	(22,266.38)
Restricted Project Fund	292,600.00	-	-	(79,675.94)	79,675.94	372,275.94
	1,082,350.02	**200,718.75**	**734,857.63**	**(346,453.44)**	**(187,685.44)**	**894,664.58**

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General Fund - General Government Dept. 1 GG

GL No.	Account Name	Category	2021-2022 Budget	2021-2022 Proposed Amendment	2022-2023 Proposed Budget	%Diff
01-01-3210	Licenses & Permits	Licenses & Permits	13,322.89	15,000.00	-	-100%
01-01-3300	Credit Card Fees	Fines & Fees	-	37.80	-	-100%
04-09-9999	Franchise Tax	Tax	400,000.00	400,000.00	399,969.77	0%
01-01-3550	Payments in Lieu of Tax	Tax	78,031.46	75,754.05	75,754.05	0%
01-01-3600	Property Tax - Current	Tax	1,142,559.51	1,168,968.48	1,195,839.27	2%
01-01-3610	Property Tax - Delinquent	Tax	11,000.00	11,546.59	11,000.00	-5%
01-01-3620	Property Tax - Penalties & Interest	Tax	11,000.00	10,000.23	11,000.00	10%
01-01-3700	Sales Tax	Tax	629,499.03	629,499.03	616,909.05	-2%
01-01-3800	Interest Income	Interest	2,500.00	2,889.16	2,500.00	-13%
01-01-3930	Cemetary Lots	Miscellaneous	5,000.00	6,000.00	5,000.00	-17%
01-01-3950	Miscellaneous	Miscellaneous	1,000.00	1,800.00	1,000.00	-44%
REVENUES			**2,293,912.89**	**2,321,495.34**	**2,318,972.14**	0%
01-01-4000	Insurance - General Liability	Insurance	8,643.00	8,496.00	8,920.80	5%
01-01-4001	Insurance - Property	Insurance	938.11	919.35	965.32	5%
01-01-4003	Insurance - Public Officials	Insurance	538.00	527.24	553.60	5%
01-01-4030	Bank Fees	Fines & Fees	460.00	350.00	450.00	29%
01-01-4040	Dues & Associations	Admin	4,964.00	4,964.00	4,236.00	-15%
01-01-4041	Software & Subscriptions	Admin	78,373.00	249,146.75	106,393.00	-57%
01-01-4043	Office & Janitorial Supplies	Admin	6,500.00	6,500.00	6,500.00	0%
01-01-4044	Postage	Admin	3,798.00	3,610.00	2,803.00	-22%
01-01-4045	Printing	Admin	2,640.00	2,443.32	2,640.00	8%
01-01-4046	Legal Notices	Admin	3,375.00	6,000.00	6,750.00	13%
01-01-4047	Elections	Admin	11,000.00	15,000.00	15,000.00	0%
01-01-4048	Meetings	Admin	1,000.00	750.00	1,000.00	33%
01-01-4060	Contributions	Admin	25,150.00	23,750.72	26,220.00	10%
01-01-4070	Reimbursables	Admin	-	7,820.00	-	-100%
01-01-4080	Capital Improvements	Capital	-	-	-	
01-01-4100	Contractual Services	Contractual Services	804.00	804.00	904.00	12%
01-01-4110	Intergov't Contracts - Ambulance	Intergov't Contracts	26,000.00	-	-	
01-01-4120	Intergov't Contracts - Transportation	Intergov't Contracts	21,000.00	21,000.00	21,000.00	0%
01-01-4150	Intergov't Contracts - County	Intergov't Contracts	26,732.00	27,118.96	28,751.94	6%
01-01-4200	Professional Services	Professional Services	400.00	1,000.00	300.00	-70%
01-01-4201	Professional Services - Legal	Professional Services	15,000.00	30,000.00	25,000.00	-17%
01-01-4202	Professional Services - Finance	Professional Services	17,000.00	17,000.00	17,000.00	0%
01-01-4203	Proffessional Services - Engineer	Professional Services	500.00	500.00	1,000.00	100%
01-01-4204	Professional Services - Equipment Maint.	Professional Services	3,120.00	3,175.76	3,240.00	2%
01-01-4205	Professional Services - Inspections	Professional Services	4,500.00	5,000.00	-	-100%
01-01-4208	Professional Services - IT	Professional Services	2,900.00	600.00	-	-100%
01-01-4210	Project Expense	Project Expense	-	70,000.00	-	-100%
01-01-4300	Telephone & Internet Services	Utility	15,702.00	15,348.23	20,112.00	31%
01-01-4310	Utility Services - Operations	Utility	4,500.00	5,562.96	4,980.00	-10%
01-01-4400	Building Maintenance	Maintenance	2,200.00	2,200.00	14,200.00	545%
01-01-4430	Ground Repairs & Maint.	Maintenance	750.00	-	4,750.00	
01-01-4461	Small Equipment	Materials & Supplies	1,000.00	-	1,000.00	
01-01-4480	Uniforms	Materials & Supplies	-	-	450.00	
01-01-4500	Miscellaneous	Miscellaneous	-	(2,122.67)	-	-100%
01-01-4800	Payroll - Salaries	Payroll	265,136.56	307,595.92	287,011.20	-7%
01-01-4800	Budget Performance Increase (BFI)	Payroll			72,387.42	
01-01-4810	Payroll - Overtime	Payroll	200.00	200.00	161.00	-20%
01-01-4811	Payroll - Sick	Payroll	-			
01-01-4812	Payroll - Holiday	Payroll	-			
01-01-4813	Payroll - Vacation	Payroll	-			
01-01-4815	Payroll - Auto Allowance	Payroll	7,800.00	7,800.00	7,800.00	0%
01-01-4816	Payroll - Certificate & Longevity Pay	Payroll	2,472.00	3,972.00	4,172.00	5%
01-01-4817	Payroll - Taxes	Payroll	21,679.58	24,455.93	23,521.08	-4%
01-01-4820	FICA Expense	Payroll	-			
01-01-4825	SUTA Expense	Payroll	-			
01-01-4830	TMRS Expense	Payroll	40,414.84	46,931.12	46,509.74	-1%
01-01-4840	Health Insurance	Payroll	20,400.00	14,171.12	21,614.94	53%
01-01-4850	Workman's Comp	Payroll	5,365.85	5,365.85	5,789.47	8%
01-01-4855	TX Unemployment	Payroll	-			
01-01-4860	HR - Onboarding	Personel	13,100.00	500.00	160.00	-68%

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General Fund - General Government Dept. 1 GG

GL No.	Account Name	Category	2021-2022 Budget	2021-2022 Proposed Amendment	2022-2023 Proposed Budget	%Diff
01-01-4865	Personel Screening	Personel	280.00	40.00	80.00	100%
01-01-4870	Training & Conferences	Personel	5,800.00	2,440.00	8,780.00	260%
01-01-4880	Travel & Meals	Personel	14,300.00	7,456.24	14,880.00	100%
01-01-4895	Appreciation / Benevolence	Personel	1,000.00	1,021.10	3,500.00	243%
EXPENSES			**687,435.95**	**949,413.90**	**821,486.52**	**-13%**
01-01-9999	Transfer from Endowment Fund	Transfer	(6,316.80)	(6,289.35)	(7,050.00)	12%
01-01-9999	Transfer from Fund Balance	Transfer		(38,492.83)	-	-100%
01-01-9999	Transfer form Red Light Fund	Transfer	-	(25,000.00)	(25,000.00)	0%
01-01-9999	Transfer to Recreation Fund	Transfer	70,780.00	6,500.00	13,200.00	103%
01-01-9999	Transfer to Debt Service	Transfer	22,978.00	28,384.26	23,278.00	-18%
01-01-9999	Transfer from Hotel Motel Fund	Transfer		(14,240.00)	-	-100%
01-01-9999	Transfer from MC Tech Fund	Transfer		(23,320.00)		-100%
01-01-9999	Transfer from MC Security Fund	Transfer	(5,000.00)	(20,345.64)		-100%
01-01-9999	Transfer from MC Jury Fund	Transfer			-	
01-01-9999	Transfer from Restricted Projects Fund	Transfer		(122,400.00)	-	-100%
01-01-9999	Transfer from Utility Fund	Transfer	(297,725.00)	(377,725.00)	(730,000.00)	93%
TRANSFERS			**(215,283.80)**	**(592,928.56)**	**(725,572.00)**	**22%**
	NET DEPARTMENT		**1,821,760.74**	**1,965,010.00**	**2,223,057.62**	**13%**

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General Fund - Municipal Court Dept. 2 MC

GL No.	Account Name	Category	2021-2022 Budget	2021-2022 Budget Amended	2022-2023 Proposed Budget	%Diff
01-02-3200	Fines & Fees	Fines & Fees	459,866.94	450,000.00	450,000.00	0%
01-02-3201	Time Payment Reimbursment Fee	Fines & Fees	-	1,168.95	1,000.00	-14%
					-	
REVENUES			**459,866.94**	**451,168.95**	**451,000.00**	**0%**
01-02-4040	Dues & Associations	Admin	225.00	150.00	75.00	-50%
01-02-4041	Software Subscriptions	Admin	-	-	9,220.00	
01-02-4043	Office & Janitorial Supplies	Admin	1,500.00	1,500.00	1,500.00	0%
01-02-4100	Contractual Services	Contractual Services	432.00	540.00	1,620.00	200%
01-02-4200	Professional Services	Professional Services	-	-	-	
01-02-4201	Professional Services - Legal	Professional Services	5,000.00	10,000.00	10,000.00	0%
01-02-4208	Professional Services - IT	Professional Services	500.00	100.00	-	-100%
01-02-4461	Small Equipment	Materials & Supplies	500.00	-	500.00	
01-02-4800	Payroll - Salaries	Payroll	50,091.72	53,446.15	52,700.00	-1%
01-02-4810	Payroll - Overtime	Payroll	300.00	114.31	232.00	103%
01-02-4811	Payroll - Sick	Payroll	-			
01-02-4812	Payroll - Holiday	Payroll	-			
01-02-4813	Payroll - Vacation	Payroll	-			
01-02-4816	Payroll - Certificate & Longevity Pay	Payroll	206.00	206.00	254.00	23%
01-02-4817	Payroll - Taxes	Payroll	4,184.36	4,690.10	4,220.80	-10%
01-02-4820	FICA Expense	Payroll	-			
01-02-4825	SUTA Expense	Payroll	-			
01-02-4830	TMRS Expense	Payroll	7,675.43	6,829.93	8,346.05	22%
01-02-4840	Health Insurance	Payroll	5,100.00	5,404.70	7,204.98	33%
01-02-4850	Workman's Comp	Payroll	1,341.46	1,341.46	2,894.74	116%
01-01-4855	TX Unemployment	Payroll	-			
01-02-4860	HR - Onboarding	Personel	-			
01-02-4870	Training	Personel	1,200.00	500.00	350.00	-30%
01-02-4880	Travel & Meals	Personel	1,600.00	190.36	1,200.00	530%
EXPENSES			**79,855.98**	**85,013.00**	**100,317.57**	**18%**
01-02-9999	Transfer from Jury Fund	Transfer	-	-	(400.00)	
TRANSFERS			**-**	**-**	**(400.00)**	
	NET DEPARTMENT		**380,010.97**	**366,155.95**	**351,082.43**	**-4%**

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General Fund - Police Dept. 3 PD

GL No.	Account Name	Category	2021-2022 Budget	2021-2022 Budget Amended	2022-2023 Proposed Budget	%Diff
01-03-3940	Grant Proceeds	Contributions & Grant	-	27,125.00	10,400.00	-62%
01-03-3970	Reimbursements	Miscellaneous	-	65,168.30	-	-100%
REVENUES			**-**	**92,293.30**	**10,400.00**	-89%
01-03-4001	Insurance - Property	Insurance	3,283.40	3,217.73	3,378.62	5%
01-03-4002	Insurance - Fleet & Equipment	Insurance	7,880.02	7,789.21	8,178.67	5%
01-03-4005	Insurance - PD	Insurance	12,517.00	12,266.66	12,879.99	5%
01-03-4010	Grant Expense	Contributions & Grant	-	27,125.00	13,000.00	-52%
01-03-4040	Dues & Associations	Admin	620.00	285.00	630.00	121%
01-03-4041	Software Subscriptions	Admin	28,039.00	38,600.00	68,009.00	76%
01-03-4043	Office & Janitorial Supplies	Admin	3,000.00	3,420.00	3,500.00	2%
01-03-4044	Postage	Admin	100.00	486.00	100.00	-79%
01-03-4045	Printing	Admin	800.00	800.00	800.00	0%
01-03-4080	Capital Improvements	Capital	-	106,000.00	107,500.00	1%
01-03-4100	Contractual Services	Contractual Services	2,685.00	2,600.00	2,510.00	-3%
01-03-4170	Intergov't Contract - Dispatch Services	Contractual Services			120,000.00	
01-03-4204	Professional Services - Equipment Maint.	Professional Services	1,150.00	2,075.00	1,350.00	-35%
01-03-4208	Professional Services - IT	Professional Services	1,000.00	1,574.50	-	-100%
01-03-4300	Telephone & Internet Services	Utility	27,000.00	23,881.50	12,520.00	-48%
01-03-4310	Utility Services - Operations	Utility	3,900.00	3,900.00	3,900.00	0%
01-03-4400	Building Maintenance	Maintenance	1,000.00	1,870.92	1,000.00	-47%
01-03-4440	Equipment Maintenance	Maintenance	4,000.00	1,500.00	2,000.00	33%
01-03-4450	Fleet Maintenance	Maintenance	12,000.00	22,900.00	12,000.00	-48%
01-03-4461	Small Equipment	Materials & Supplies	1,000.00	500.00	15,000.00	2900%
01-03-4462	PD Equipment	Materials & Supplies	3,000.00	4,800.00	4,500.00	-6%
01-03-4463	PD Firing Range	Materials & Supplies	500.00	1,926.40	-	-100%
01-03-4464	PD Ammo	Materials & Supplies	2,500.00	1,900.00	3,000.00	58%
01-03-4471	Fuel	Materials & Supplies	35,000.00	40,000.00	50,000.00	25%
01-03-4480	Uniforms	Materials & Supplies	3,500.00	3,625.00	3,815.00	5%
01-03-4485	Uniform Maintenance	Materials & Supplies	6,600.00	6,600.00	6,600.00	0%
01-03-4500	Miscellaneous	Miscellaneous	600.00	600.00	-	-100%
01-03-4800	Payroll - Salaries	Payroll	898,171.28	923,453.09	808,367.00	-12%
01-03-4810	Payroll - Overtime	Payroll	35,400.00	47,000.00	25,000.00	-47%
01-03-4811	Payroll - Sick	Payroll	-			
01-03-4812	Payroll - Holiday	Payroll	-			
01-03-4813	Payroll - Vacation	Payroll	-			
01-03-4816	Payroll - Certificate & Longevity Pay	Payroll	18,748.00	14,874.00	15,352.00	3%
01-03-4817	Payroll - Taxes	Payroll	77,652.77	81,896.87	66,452.68	-19%
01-03-4820	FICA Expense	Payroll	-			
01-03-4825	SUTA Expense	Payroll	-			
01-03-4830	TMRS Expense	Payroll	142,197.27	147,609.81	131,401.14	-11%
01-03-4840	Health Insurance	Payroll	96,900.00	80,226.68	100,869.72	26%
01-03-4850	Workman's Comp	Payroll	25,487.80	25,487.80	20,263.16	-20%
01-03-4855	TX Unemployment	Payroll	-			
01-03-4860	HR - Onboarding	Personel	800.00	1,670.00	1,000.00	-40%
01-03-4870	Training	Personel	3,500.00	2,000.00	3,500.00	75%
01-03-4880	Travel & Meals	Personel	3,500.00	3,500.00	3,500.00	0%
EXPENSES			**1,464,031.54**	**1,647,961.18**	**1,631,876.98**	-1%
01-01-9999	Transfer from Seized Fund	Transfer	-	(7,525.00)	-	-100%
TRANSFERS			**-**	**(7,525.00)**	**-**	**-100%**
	NET DEPARTMENT		**(1,464,031.54)**	**(1,548,142.88)**	**(1,621,476.98)**	**5%**

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General Fund - Code Enforcement Dept. 4 CE

GL No.	Account Name	Category	2021-2022 Budget	2021-2022 Budget Amended	2022-2023 Proposed Budget	%Diff
01-04-3210	Licenses & Permits	Licenses & Permits	-	-	15,119.41	
REVENUES			**-**	**-**	**15,119.41**	
01-04-4002	Insurance - Fleet & Equipment	Insurance	-	-	803.12	
01-04-4041	Software Subscriptions	Admin	1,929.38	1,837.50	3,000.00	63%
01-04-4200	Professional Services	Professional Services	-	-	30,000.00	
01-04-4205	Professional Services - Inspections	Professional Services	-	-	5,000.00	
01-04-4207	Professional Services - Animal	Professional Services	-	-	1,500.00	
01-04-4461	Small Equipment	Materials & Supplies	200.00	550.00	400.00	-27%
01-06-4450	Fleet Maintenance	Maintenance	-	-	1,000.00	
01-04-4470	Materials & Supplies	Materials & Supplies	500.00	150.00	1,000.00	567%
01-04-4480	Uniforms	Materials & Supplies	150.00	-	200.00	
01-04-4800	Payroll - Salaries	Payroll	-	-	35,360.00	
01-04-4810	Payroll - Overtime	Payroll	-	-	229.00	
01-04-4811	Payroll - Sick	Payroll	-	-	-	
01-04-4812	Payroll - Holiday	Payroll	-	-	-	
01-04-4813	Payroll - Vacation	Payroll	-	-	-	
01-04-4816	Payroll - Certificate & Longevity Pay	Payroll	-	-	150.00	
01-04-4817	Payroll - Taxes	Payroll	-	-	2,837.87	
01-04-4820	FICA Expense	Payroll	-	-	-	
01-04-4825	SUTA Expense	Payroll	-	-	-	
01-04-4830	TMRS Expense	Payroll	-	-	5,611.50	
01-04-4840	Health Insurance	Payroll	-	-	7,204.98	
01-04-4850	Workman's Comp	Payroll	-	-	1,447.37	
01-04-4855	TX Unemployment	Payroll	-	-	-	
01-04-4870	Training	Personel	500.00	-	300.00	
01-04-4880	Travel & Meals	Personel	600.00	-	900.00	
EXPENSES			**3,879.38**	**2,537.50**	**96,943.83**	**3720%**
	NET DEPARTMENT		**(3,879.38)**	**(2,537.50)**	**(81,824.43)**	**3125%**

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General Fund - Fire Dept. 5 FD

GL No.	Account Name	Category	2021-2022 Budget	2021-2022 Budget Amended	2022-2023 Proposed Budget	%Diff
01-05-4001	Insurance - Property	Insurance	938.11	919.35	965.32	5%
01-05-4002	Insurance - Fleet & Equipment	Insurance	8,653.69	8,554.09	8,981.79	5%
01-05-4004	Insurance - Fire	Insurance	4,757.55	7,831.00	8,222.55	5%
01-05-4040	Dues & Subscriptions	Admin	1,575.00	1,575.00	1,825.00	16%
01-05-4100	Contractual Services	Contractual Services	41,500.00	38,735.69	50,000.00	29%
01-05-4200	Professional Services	Professional Services	1,500.00	1,560.00	1,560.00	0%
01-05-4205	Professional Services - Inspections	Professional Services	6,000.00	6,000.00	5,100.00	-15%
01-05-4300	Telephone & Internet Services	Utility	2,040.00	1,807.34	2,700.00	49%
01-05-4310	Utility Services - Operations	Utility	5,700.00	6,528.84	5,760.00	-12%
01-05-4400	Building Maintenance	Maintenance	2,000.00	2,000.00	6,000.00	200%
01-05-4410	Systems & Structures Maintenance	Maintenance	1,500.00	1,500.00	1,000.00	-33%
01-05-4440	Equipment Maintenance	Maintenance	2,000.00	2,000.00	2,000.00	0%
01-05-4450	Fleet Maintenance	Maintenance	5,100.00	6,249.58	5,100.00	-18%
01-05-4460	Fleet Equipment	Materials & Supplies	36,315.53	36,315.53	36,315.53	0%
01-05-4461	Small Equipment	Materials & Supplies	3,000.00	3,000.00	-	-100%
01-05-4462	FD Equipment	Materials & Supplies	10,000.00	10,000.00	14,900.00	49%
01-05-4470	Materials & Supplies	Materials & Supplies	1,000.00	1,000.00	-	-100%
01-05-4471	Fuel	Materials & Supplies	2,000.00	2,000.00	3,000.00	50%
01-05-4472	Chemicals	Materials & Supplies	3,500.00	3,500.00	3,500.00	0%
01-05-4480	Uniforms	Materials & Supplies	1,000.00	1,000.00	810.00	-19%
01-05-4800	Payroll - Salaries	Payroll	23,283.15	22,605.00	7,605.00	-66%
01-05-4816	Payroll - Certificate & Longevity Pay	Payroll	-	-		
01-05-4817	Payroll - Taxes	Payroll	2,083.44	800.05	606.42	-24%
01-05-4820	FICA Expense	Payroll	-	-	-	
01-05-4825	SUTA Expense	Payroll	-	-	-	
01-05-4830	TMRS Expense	Payroll	-	-	-	
01-05-4835	Fireman's Pension	Payroll	8,000.00	8,000.00	8,000.00	0%
01-05-4850	Workman's Comp	Payroll	1,341.46	1,341.46	1,447.37	8%
01-05-4855	TX Unemployment	Payroll	-	-	-	
01-05-4870	Training	Personel	5,000.00	5,000.00	5,000.00	0%
01-05-4880	Travel & Meals	Personel	-	-	-	
EXPENSES			**179,787.94**	**179,822.93**	**180,398.98**	0%
	NET DEPARTMENT		**(179,787.94)**	**(179,822.93)**	**(180,398.98)**	0%

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General Fund - Animal Contol Dept. 6 AC

GL No.	Account Name	Category	2021-2022 Budget	2021-2022 Budget Amended	2022-2023 Proposed Budget	%Diff
01-06-4002	Insurance - Fleet & Equipment	Insurance	773.67	764.88	-	-100%
01-06-4207	Professional Services - Animal	Professional Services	1,500.00	1,500.00	-	-100%
01-06-4450	Fleet Maintenance	Maintenance	1,000.00	1,000.00	-	-100%
01-06-4461	Small Equipment	Materials & Supplies	200.00	200.00	-	-100%
01-06-4470	Materials & Supplies	Materials & Supplies	500.00	250.00	-	-100%
01-06-4471	Fuel	Materials & Supplies	1,500.00	1,500.00	-	-100%
01-06-4480	Uniforms	Materials & Supplies	150.00	-	-	
01-06-4800	Payroll - Salaries	Payroll	27,989.65	34,758.68	-	-100%
01-06-4810	Payroll - Overtime	Payroll	-	400.00	-	-100%
01-06-4811	Payroll - Sick	Payroll	-		-	
01-06-4812	Payroll - Holiday	Payroll	-		-	
01-06-4813	Payroll - Vacation	Payroll	-		-	
01-06-4816	Payroll - Certificate & Longevity Pay	Payroll	330.00	-	-	
01-06-4817	Payroll - Taxes	Payroll	2,556.70	3,379.47	-	-100%
01-06-4820	FICA Expense	Payroll	-		-	
01-06-4825	SUTA Expense	Payroll	-		-	
01-06-4830	TMRS Expense	Payroll	4,476.50	4,681.08	-	-100%
01-06-4840	Health Insurance	Payroll	5,100.00	4,138.34	-	-100%
01-06-4850	Workman's Comp	Payroll	1,341.46	1,341.46	-	-100%
01-06-4855	TX Unemployment	Payroll	-		-	
01-06-4870	Training	Personel	500.00	200.00	-	-100%
01-06-4880	Travel & Meals	Personel	600.00	412.10	-	-100%
EXPENSES			**48,517.98**	**54,526.01**	**-**	-100%
	NET DEPARTMENT		**(48,517.98)**	**(54,526.01)**	**-**	-100%

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General Fund - Street Dept. 7 ST

GL No.	Account Name	Category	2021-2022 Budget	2021-2022 Budget Amended	2022-2023 Proposed Budget	%Diff
01-07-3200	Fines & Fees	Fines & Fees	34,680.00	34,897.50	34,500.00	-1%
REVENUES			**34,680.00**	**34,897.50**	**34,500.00**	**-1%**
01-07-4002	Insurance - Fleet & Equipment	Insurance	4,671.20	4,604.49	4,834.71	5%
01-07-4043	Office & Janitorial Supplies	Admin	500.00	350.00	700.00	100%
01-07-4100	Contractual Services	Contractual Services	250.00	250.00	250.00	0%
01-07-4102	Contractual Services - Lighting	Contractual Services	75,000.00	88,000.00	88,325.00	0%
01-07-4300	Telephone & Internet Services	Utility	2,280.00	1,272.70	-	-100%
01-07-4310	Utility Services - Operations	Utility	3,900.00	4,640.26	4,200.00	-9%
01-07-4400	Building Maintenance	Maintenance	1,200.00	-	4,200.00	
01-07-4420	Street Maintenance	Maintenance	71,139.00	71,139.00	140,000.00	97%
01-07-4440	Equipment Maintenance	Maintenance	8,600.00	7,900.00	10,450.00	32%
01-07-4450	Fleet Maintenance	Maintenance	7,000.00	8,625.00	7,200.00	-17%
01-07-4460	Fleet Equipment	Materials & Supplies	-	-	-	
01-07-4461	Small Equipment	Materials & Supplies	10,000.00	5,000.00	9,100.00	82%
01-07-4470	Materials & Supplies	Materials & Supplies	9,000.00	9,850.00	10,200.00	4%
01-07-4471	Fuel	Materials & Supplies	10,000.00	10,000.00	10,000.00	0%
01-07-4480	Uniforms	Materials & Supplies	2,000.00	2,000.00	2,425.00	21%
01-07-4800	Payroll - Salaries	Payroll	108,524.88	123,323.59	135,442.15	10%
01-07-4810	Payroll - Overtime	Payroll	600.00	3,891.14	1,791.00	-54%
01-07-4811	Payroll - Sick	Payroll	-			
01-07-4812	Payroll - Holiday	Payroll	-			
01-07-4813	Payroll - Vacation	Payroll	-			
01-07-4816	Payroll - Certificate & Longevity Pay	Payroll	2,652.00	1,840.00	2,142.00	16%
01-07-4817	Payroll - Taxes	Payroll	9,294.18	9,319.44	10,942.97	17%
01-07-4820	FICA Expense	Payroll	-			
01-07-4825	SUTA Expense	Payroll	-			
01-07-4830	TMRS Expense	Payroll	16,621.40	19,305.90	21,638.24	12%
01-07-4840	Health Insurance	Payroll	15,300.00	16,494.10	28,819.92	75%
01-07-4850	Workman's Comp	Payroll	4,024.39	4,024.39	4,342.11	8%
01-07-4855	TX Unemployment	Payroll	-			
01-07-4870	Training	Personel	950.00	-	150.00	
01-07-4880	Travel & Meals	Personel	-	-	-	
EXPENSES			**363,507.05**	**391,830.01**	**497,153.10**	**27%**
01-07-9999	Transfer to Road Maintenance Fund	Transfer	13,541.00	16,188.97	-	-100%
TRANSFERS			**13,541.00**	**16,188.97**	**-**	**-100%**
	NET DEPARTMENT		**(342,368.05)**	**(373,121.48)**	**(462,653.10)**	**24%**

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Utility Fund - Wastewater Dept. 8 WW

GL No.	Account Name	Category	2021-2022 Budget	2021-2022 Budget Amended	2022-2023 Proposed Budget	%Diff
02-08-3110	Utility - Sewer	Charges for Service	767,140.00	767,140.00	1,154,201.00	50%
02-08-3970	Reimbursments	Miscellaneous	-	482.40	-	-100%
REVENUES			**767,140.00**	**767,622.40**	**1,154,201.00**	**50%**
02-08-4001	Insurance - Property	Insurance	9,381.14	9,193.52	9,653.20	5%
02-08-4002	Insurance - Fleet & Equipment	Insurance	1,690.66	1,670.21	1,753.72	5%
02-08-4043	Office & Janitorial Supplies	Admin	1,575.00	1,500.00	800.00	-47%
02-08-4080	Capital Improvments	Capital	-	-	26,000.00	
02-08-4100	Contractual Services	Contractual Services	2,020.00	2,000.00	2,220.00	11%
02-08-4200	Professional Services	Professional Services	22,000.00	-		
02-08-4205	Professional Services - Inspections	Professional Services	16,000.00	14,420.00	15,510.00	8%
02-08-4206	Professional Services - Systems Maint.	Professional Services	111,000.00	96,895.00	118,300.00	22%
02-08-4207	Professional Services - IT	Professional Services	-	120.00	-	-100%
02-08-4300	Telephone & Internet Services	Utility	6,000.00	3,558.86	600.00	-83%
02-08-4310	Utility Services - Operations	Utility	75,600.00	70,749.06	75,600.00	7%
02-08-4400	Building Maintenance	Maintenance	6,500.00	18,500.00	2,000.00	-89%
02-08-4440	Equipment Maintenance	Maintenance	1,200.00	5,500.00	2,700.00	-51%
02-08-4450	Fleet Maintenance	Maintenance	6,600.00	6,600.00	5,800.00	-12%
02-08-4460	Fleet Equipment	Materials & Supplies	-	-		
02-08-4461	Small Equipment	Materials & Supplies	2,000.00	2,200.00	3,240.00	47%
02-08-4470	Materials & Supplies	Materials & Supplies	10,000.00	8,975.00	10,000.00	11%
02-08-4471	Fuel	Materials & Supplies	9,000.00	10,400.00	15,000.00	44%
02-08-4472	Chemicals	Materials & Supplies	50,000.00	50,000.00	65,200.00	30%
02-08-4480	Uniforms	Materials & Supplies	2,500.00	4,055.00	3,350.00	-17%
02-08-4800	Payroll - Salaries	Payroll	111,063.30	121,354.40	118,631.20	-2%
02-08-4810	Payroll - Overtime	Payroll	15,000.00	7,387.69	9,243.00	25%
02-08-4811	Payroll - Sick	Payroll	-			
02-08-4812	Payroll - Holiday	Payroll	-			
02-08-4813	Payroll - Vacation	Payroll	-			
02-08-4816	Payroll - Certificate & Longevity Pay	Payroll	3,118.00	1,904.00	3,662.00	92%
02-08-4817	Payroll - Taxes	Payroll	10,606.91	10,999.37	10,196.69	-7%
02-08-4820	FICA Expense	Payroll	-			
02-08-4825	SUTA Expense	Payroll	-			
02-08-4830	TMRS Expense	Payroll	19,201.38	19,243.08	20,162.56	5%
02-08-4840	Health Insurance	Payroll	15,300.00	16,815.76	21,614.94	29%
02-08-4850	Workman's Comp	Payroll	4,024.39	4,024.39	4,342.11	8%
02-08-4855	TX - Unemployment	Payroll	-			
02-08-4860	HR - Onboarding	Payroll	400.00	400.00	-	-100%
02-08-4870	Training	Personel	2,100.00	2,100.00	1,650.00	-21%
02-08-4880	Travel & Meals	Personel	3,100.00	2,100.00	1,000.00	-52%
EXPENSES			**516,980.78**	**492,665.33**	**548,229.41**	**11%**
	NET DEPARTMENT		**250,159.22**	**274,957.07**	**605,971.59**	**120%**

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Utility Fund - Utility Dept. 9 UT

GL No.	Account Name	Category	2021-2022 Budget	2021-2022 Budget Amended	2022-2023 Proposed Budget	%Diff
02-09-3100	Utility - Water	Charges for Service	1,202,233.00	1,202,233.00	1,434,916.00	19%
02-09-3120	Utility - Garbage	Charges for Service	720,000.00	720,000.00	720,000.00	0%
02-09-3130	Penalties & Interest	Fines & Fees	21,750.00	28,462.50	25,000.00	-12%
02-09-3300	Credit Card Fees	Fines & Fees	1,000.00	1,480.91	1,000.00	-32%
02-09-3800	Interest Income	Interest	400.00	336.44	300.00	-11%
02-09-3950	Miscellaneous	Miscellaneous	-	2,977.57	-	-100%
REVENUES			**1,945,383.00**	**1,955,490.42**	**2,181,216.00**	**12%**
02-09-4001	Insurance - Property	Insurance	10,319.26	10,112.87	10,618.51	5%
02-09-4002	Insurance - Fleet & Equipment	Insurance	4,154.99	4,105.29	4,310.55	5%
02-09-4020	Note Payables Expense	Notes	32,997.45	32,997.45	-	-100%
02-09-4025	Interest Expense	Interest	1,440.33	1,440.33	-	-100%
02-09-4030	Bank Fees	Fines & Fees	6,600.00	8,755.97	9,360.00	7%
02-09-4041	Software Subscriptions	Admin	39,000.00	41,213.34	59,322.00	44%
02-09-4043	Office & Janitorial Supplies	Admin	1,500.00	1,000.00	800.00	-20%
02-09-4044	Postage	Admin	-	-	-	
02-09-4080	Capital Improvments	Capital	50,000.00	68,336.48	-	-100%
02-09-4100	Contractual Services	Contractual Services		16,412.38	520.00	-97%
02-09-4101	Contractual Services - Garbage	Contractual Services	672,000.00	672,000.00	700,000.00	4%
02-09-4130	Intergov't Contracts - Utility Purchase	Intergov't Contracts	40,000.00	20,000.00	15,000.00	-25%
02-09-4200	Professional Services	Professional Services	22,000.00	5,587.62	-	-100%
02-09-4200	Professional Services - Engineer	Professional Services	-	(6,750.00)	-	-100%
02-09-4204	Professional Services - Equipment Maint.	Professional Services	6,000.00	7,250.00	3,900.00	-46%
02-09-4205	Professional Services - Inspections	Professional Services	4,000.00	3,618.65	3,800.00	5%
02-09-4206	Professional Services - Systems Maint.	Professional Services	8,400.00	16,313.72	45,600.00	180%
02-09-4207	Professional Services - IT	Professional Services	500.00	200.00	-	-100%
02-09-4300	Telephone & Internet Services	Utility	5,100.00	6,244.32	8,460.00	35%
02-09-4310	Utility Services - Operations	Utility	65,520.00	64,097.95	65,520.00	2%
02-09-4400	Building Maintenance	Maintenance	8,000.00	8,000.00	11,300.00	41%
02-09-4410	Systems & Structures Maintenance	Maintenance	155,000.00	155,000.00	134,000.00	-14%
02-09-4411	Sanitary Sewer Overflow (SSO)	Maintenance			100,000.00	
02-09-4440	Equipment Maintenance	Maintenance	1,000.00	1,566.99	9,800.00	525%
02-09-4450	Fleet Maintenance	Maintenance	8,000.00	4,000.00	7,400.00	85%
02-09-4461	Small Equipment	Materials & Supplies	15,000.00	12,000.00	16,000.00	33%
02-09-4470	Materials & Supplies	Materials & Supplies	10,000.00	4,000.00	4,800.00	20%
02-09-4471	Fuel	Materials & Supplies	13,000.00	17,000.00	20,000.00	18%
02-09-4472	Chemicals	Materials & Supplies	42,000.00	42,500.00	49,800.00	17%
02-09-4480	Uniforms	Materials & Supplies	2,750.00	5,000.00	3,650.00	-27%
02-09-4800	Payroll - Salaries	Payroll	222,912.31	218,142.10	232,508.00	7%
02-09-4810	Payroll - Overtime	Payroll	14,700.00	6,299.80	11,937.00	89%
02-09-4811	Payroll - Sick	Payroll	-			
02-09-4812	Payroll - Holiday	Payroll	-			
02-09-4813	Payroll - Vacation	Payroll	-			
02-09-4816	Payroll - Certificate & Longevity Pay	Payroll	3,486.00	3,938.00	4,382.00	11%
02-09-4817	Payroll - Taxes	Payroll	20,088.95	20,922.09	19,492.04	-7%
02-09-4820	FICA Expense	Payroll	-			
02-09-4825	SUTA Expense	Payroll	-			
02-09-4830	TMRS Expense	Payroll	36,192.01	34,815.73	38,542.87	11%
02-09-4840	Health Insurance & Expense	Payroll	30,600.00	28,630.42	43,229.88	51%
02-09-4850	Workman's Comp	Payroll	8,048.78	8,048.78	8,684.21	8%
02-09-4855	TX- Unemployment	Payroll	-			
02-09-4870	Training	Personel	2,100.00	2,100.00	2,350.00	12%
02-09-4880	Travel & Meals	Personel	3,100.00	600.00	100.00	-83%
EXPENSES			**1,565,510.09**	**1,545,500.29**	**1,645,187.07**	**6%**
02-09-9999	Transfer to General Fund	Transfer	297,725.00	377,725.00	730,000.00	93%
02-09-9999	Transfer to Debt Service Fund	Transfer	355,250.00	345,234.52	411,149.50	19%
02-09-9999	Transfer from Fund Balance	Transfer		(18,336.48)	-	-100%
02-09-9999	Transfer from Equipment Fund	Transfer	(23,000.00)	(23,000.00)	-	-100%
TRANSFERS			**629,975.00**	**681,623.04**	**1,141,149.50**	**67%**
	NET DEPARTMENT		**(250,102.09)**	**(271,632.91)**	**(605,120.57)**	**123%**

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General Fund - Parks Dept. 10 PR

GL No.	Account Name	Category	2021-2022 Budget	2021-2022 Budget Amended	2022-2023 Proposed Budget	%Diff
01-10-4001	Insurance - Property	Insurance	7,504.91	7,354.82	7,722.56	5%
01-10-4002	Insurance - Fleet & Equipment	Insurance	2,693.90	2,653.38	2,786.05	5%
01-10-4043	Office & Janitorial Supplies	Admin	750.00	1,200.00	1,200.00	0%
01-10-4080	Capital Improvements	Capital		-	20,000.00	
01-10-4200	Professional Services	Professional Services	14,000.00	-	-	
01-10-4300	Telephone & Internet Services	Utility	13,140.00	4,636.35	12,000.00	159%
01-10-4310	Utility Services - Operations	Utility	12,000.00	13,721.88	13,200.00	-4%
01-10-4400	Building Maintenance	Maintenance	3,500.00	5,016.80	3,000.00	-40%
01-10-4410	Systems & Structures Maintenance	Maintenance	2,500.00	2,500.00	3,500.00	40%
01-10-4430	Ground Repairs & Maint	Maintenance	4,500.00	4,500.00	4,200.00	-7%
01-10-4440	Equipment Maintenance	Maintenance	2,000.00	2,000.00	2,800.00	40%
01-10-4450	Fleet Maintenance	Maintenance	3,500.00	3,500.00	3,200.00	-9%
01-10-4460	Fleet Equipment	Materials & Supplies	-	-	-	
01-10-4461	Small Equipment	Materials & Supplies	5,600.00	4,600.00	3,180.00	-31%
01-10-4470	Materials & Supplies	Materials & Supplies	3,750.00	3,750.00	3,250.00	-13%
01-10-4471	Fuel	Materials & Supplies	5,400.00	5,400.00	7,000.00	30%
01-10-4472	Chemicals	Materials & Supplies	3,500.00	3,954.89	5,500.00	39%
01-10-4480	Uniforms	Materials & Supplies	2,000.00	1,800.00	2,425.00	35%
01-10-4800	Payroll - Salaries	Payroll	49,510.86	71,998.32	83,304.00	16%
01-10-4810	Payroll - Overtime	Payroll	800.00	268.27	801.00	199%
01-10-4811	Payroll - Sick	Payroll	-			
01-10-4812	Payroll - Holiday	Payroll	-			
01-10-4813	Payroll - Vacation	Payroll	-			
01-10-4816	Payroll - Certificate & Longevity Pay	Payroll	1,384.00	1,084.00	1,180.00	9%
01-10-4817	Payroll - Taxes	Payroll	4,457.09	6,156.60	6,706.53	9%
01-10-4820	FICA Expense	Payroll	-			
01-10-4825	SUTA Expense	Payroll	-			
01-10-4830	TMRS Expense	Payroll	7,663.12	11,118.22	13,261.26	19%
01-10-4840	Health Insurance	Payroll	10,200.00	12,242.94	21,614.94	77%
01-10-4850	Workman's Comp	Payroll	2,682.93	2,682.93	4,342.11	62%
01-10-4855	TX Unemployment	Payroll	-			
01-10-4870	Training	Personel	150.00	50.00	150.00	200%
01-10-4880	Travel & Meals	Personel	-	-	-	
EXPENSES			**163,186.82**	**172,189.40**	**226,323.44**	31%
	NET DEPARTMENT		**(163,186.82)**	**(172,189.40)**	**(226,323.44)**	31%

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Recreation Fund - Civic Center Dept. 11 CC

GL No.	Account Name	Category	2021-2022 Budget	2021-2022 Budget Amended	2022-2023 Proposed Budget	%Diff
03-11-3300	Credit Card Fees	Fines & Fees	-	24.00	-	-100%
03-11-3900	Rental Fees	Rentals & Leases	20,138.29	27,950.00	28,000.00	0%
REVENUES			**20,138.29**	**27,974.00**	**28,000.00**	**0%**
03-11-4001	Insurance - Property	Insurance	469.06	459.68	482.66	5%
03-11-4002	Insurance - Fleet & Equipment	Insurance	143.32	140.45	147.47	5%
03-11-4040	Dues & Associations	Admin	225.00	125.00	125.00	0%
03-11-4042	Advertizing / Promotions	Admin	1,700.00	575.00	375.00	-35%
03-11-4043	Office & Janitorial Supplies	Admin	2,500.00	2,000.00	2,810.00	41%
03-11-4100	Contractual Services	Admin	2,560.00	5,060.00	4,550.00	-10%
03-11-4200	Professional Services	Professional Services	15,000.00	-		
03-11-4208	Professional Services - IT	Professional Services	250.00	-		
03-11-4300	Telephone & Internet Services	Utility	4,632.00	3,976.24	3,312.00	-17%
03-11-4310	Utility Services - Operations	Utility	18,960.00	18,960.00	19,080.00	1%
03-11-4320	Security Services	Utility	720.00	825.00	855.40	4%
03-11-4400	Building Maintenance	Maintenance	2,500.00	2,500.00	2,500.00	0%
03-11-4430	Grounds Maintenance	Maintenance	2,000.00	1,000.00	1,000.00	0%
03-11-4440	Equipment Maintenance	Maintenance	500.00	-	-	
03-11-4450	Fleet Maintenance	Maintenance	500.00	-	1,100.00	
03-11-4461	Small Equipment	Materials & Supplies	500.00	300.00	300.00	0%
03-11-4471	Fuel	Materials & Supplies			100.00	
03-11-4800	Payroll - Salaries	Payroll	25,044.66	26,751.02	25,084.80	-6%
03-11-4810	Payroll - Overtime	Payroll	300.00	1,033.07	399.00	-61%
03-11-4816	Payroll - Certificate & Longevity Pay	Payroll	838.00	838.00	886.00	6%
03-11-4817	Payroll - Taxes	Payroll	2,243.21	2,418.72	2,032.08	-16%
03-11-4830	TMRS Expense	Payroll	3,860.38	4,270.29	4,018.16	-6%
03-11-4840	Health Insurance	Payroll	5,100.00	5,002.58	7,204.98	44%
03-11-4850	Workman's Comp	Payroll	1,341.46	1,341.46	1,447.37	8%
03-11-4860	HR - Onboarding	Personel	-	-		
03-11-4870	Training	Personel	-	-		
03-11-4880	Travel & Meals	Personel	-	-		
EXPENSES			**91,887.09**	**77,576.52**	**77,809.92**	**0%**
03-11-9999	Transfers from Hotel/Motel Fund	Transfer	(16,000.00)	(20,000.00)	(66,000.00)	230%
03-11-9999	Transfer from Endowment Fund	Transfer	-	(1,461.20)	(1,000.00)	-32%
03-11-9999	Transfer from Restricted Fund	Transfer	-	(37,228.19)	-	-100%
03-11-9999	Transfer from General Fund	Transfer	(70,780.00)	(6,500.00)	(13,200.00)	103%
03-11-9999	Transfer from General Fund Balance	Transfer				
TRANSFERS			**(86,780.00)**	**(65,189.39)**	**(80,200.00)**	**23%**
	NET DEPARTMENT		**15,031.20**	**15,586.87**	**30,390.08**	**95%**

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Recreation Fund - Recreation Dept. 12 RE

GL No.	Account Name	Category	2021-2022 Budget	2021-2022 Budget Amended	2022-2023 Proposed Budget	%Diff
03-12-3910	Lease Fees	Rentals and Leases	30,001.00	30,001.00	30,100.00	0.33%
03-12-3950	Miscellaneous	Miscellaneous	-	-	-	
REVENUES			**30,001.00**	**30,001.00**	**30,100.00**	0.33%
03-12-4200	Professional Services	Professional Services	-	-	-	
03-12-4310	Utility Services - Operations	Utility	30,000.00	30,000.00	30,000.00	0%
03-12-4400	Building Maintenance	Maintenance	1,000.00	1,000.00	-	-100%
03-12-4410	Systems & Structures Maintenance	Maintenance	14,000.00	14,000.00	30,200.00	116%
03-12-4430	Grounds Maintenance	Maintenance	-	-	-	
03-12-4440	Equipment Maintenance	Maintenance	-	-	-	
03-12-4461	Small Equipment	Materials & Supplies	-	-	-	
03-12-4470	Materials & Supplies	Materials & Supplies	-	-	-	
EXPENSES			**45,000.00**	**45,000.00**	**60,200.00**	34%
	NET DEPARTMENT		**(14,999.00)**	**(14,999.00)**	**(30,100.00)**	101%

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RESTRICTED FUNDS

Equipment Fund

No Revenues or Expenses

Restricted Fund

GL No.	Account Name	Category	2021-2022 Budget	2021-2022 Budget Amended	2022-2023 Proposed Budget	%Diff
05-10-3940	Grant Proceeds	Contributions & Grants	51,900.00	51,900.00	-	-100%
05-11-3940	Grant Proceeds	Contributions & Grants	50,000.00	50,000.00	-	-100%
05-12-3940	Grant Proceeds	Contributions & Grants	10,000.00	10,000.00	-	-100%
05-03-3950	Miscellaneous	Miscellaneous	2,400.00	-	1,200.00	
05-03-3960	Donations	Donations	-	900.00	-	-100%
05-01-3950	Employee Appreciation Fund	Miscellaneous	-	366.40	-	-100%
REVENUES			**114,300.00**	**113,166.40**	**1,200.00**	-99%
05-01-4216	Keeler	Grant Expense	-	-	-	
05-10-4217	Keeler - Parks	Grant Expense	51,900.00	51,900.00	-	-100%
05-11-4213	Keeler - Civic Center	Grant Expense	50,000.00	12,272.70	50,000.00	307%
05-12-4215	Keeler - Recreation	Grant Expense	10,000.00	10,000.00	10,000.00	0%
05-03-4211	PD Project - Calendar	Project Expense	1,000.00	1,399.11	-	-100%
05-03-4212	PD Project - LEOSE	Project Expense	1,400.00	-	1,200.00	
05-10-4500	Miscellaneous	Miscellaneous	-	366.40	-	-100%
EXPENSES			**114,300.00**	**75,938.21**	**61,200.00**	-19%
05-11-9999	Transfer to Recreation Fund for Civic Center	Transfer	-	37,228.19	-	-100%
TRANSFERS			**-**	**37,228.19**	**-**	-100%
	NET FUND		**-**	**-**	**(60,000.00)**	

Hotel/Motel Tax Fund

GL No.	Account Name	Category	2021-2022 Budget	2021-2022 Budget Amended	2022-2023 Proposed Budget	%Diff
06-01-3400	Hotel/ Motel Tax	Hotel Motel Tax	20,000.00	20,000.00	20,000.00	0%
REVENUES			**20,000.00**	**20,000.00**	**20,000.00**	0%
06-01-4042	Advertising & Promotions	Administrative	4,000.00	-	4,000.00	
EXPENSES			**4,000.00**	**-**	**4,000.00**	
06-01-9999	Transfer to Recreation Fund	Transfer	16,000.00	20,000.00	16,000.00	-20%
06-01-9999	Transfer to Recreation Fund from Fund Balance	Transfer	-	-	50,000.00	
06-01-9999	Transfer to General Fund	Transfer	-	14,240.00	-	-100%
TRANSFERS			**16,000.00**	**34,240.00**	**66,000.00**	93%
	NET FUND		**-**	**(14,240.00)**	**(50,000.00)**	251%

Seized Fund

GL No.	Account Name	Category	2021-2022 Budget	2021-2022 Budget Amended	2022-2023 Proposed Budget	%Diff
07-03-3220	Seized Monry	Seized Funds	-	-	-	
07-03-3800	Interest Income	Interest	-	2.77	-	-100%
REVENUES			**-**	**2.77**	**-**	-100%
07-03-4470	Materials & Supplies	Materials & Supplies	-	-	-	
EXPENSES			**-**	**-**	**-**	
07-03-9999	Transfer to General Fund, PD	Transfer	-	7,525.00	-	-100%
TRANSFERS			**-**	**7,525.00**	**-**	-100%
	NET FUND		**-**	**(7,522.23)**	**-**	-100%

MC Security Fund

GL No.	Account Name	Category	2021-2022 Budget	2021-2022 Budget Amended	2022-2023 Proposed Budget	%Diff
09-02-3200	Fines & Fees	Fines & Fees	5,000.00	6,945.01	7,000.00	1%
09-02-3940	Grant Proceeds	Contributions & Grants		10,800.00	-	-100%
REVENUES			**5,000.00**	**17,745.01**	**7,000.00**	-61%
09-02-4010	Grant Expense	Grant Expense	-	5,600.00	-	-100%
09-02-4320	Security Services	Utility	8,500.00	24,693.37	-	-100%
EXPENSES			**8,500.00**	**30,293.37**	**-**	-100%
09-02-9999	Transfer to General Fund for PD		5,000.00	20,345.64	**7,000.00**	-66%
TRANSFERS			**5,000.00**	**20,345.64**	**7,000.00**	-66%
	NET FUND		**(8,500.00)**	**(32,894.00)**	**-**	-100%

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RESTRICTED FUNDS

MC Tech Fund

GL No.	Account Name	Category	2021-2022 Budget	2021-2022 Budget Amended	2022-2023 Proposed Budget	%Diff
10-02-3200	Fines & Fees	Fines & Fees	6,000.00	6,000.00	7,000.00	17%
REVENUES			**6,000.00**	**6,000.00**	**7,000.00**	17%
10-02-4300	Telephone & Internet Service	Utility	5,471.00	4,645.59	5,070.00	9%
10-02-4461	Small Equipment	Materials & Supplies	-	3,055.00	-	-100%
EXPENSES			**5,471.00**	**7,700.59**	**5,070.00**	-34%
10-02-9999	Transfer to General Fund	Transfer	-	23,320.00	-	-100%
TRANSFERS			**-**	**23,320.00**	-	-100%
	NET FUND		**529.00**	**(21,965.59)**	**1,930.00**	-109%

PEG Fund

GL No.	Account Name	Category	2021-2022 Budget	2021-2022 Budget Amended	2022-2023 Proposed Budget	%Diff
11-01-3500	Franchise Tax	Franchise Tax	3,500.00	3,500.00	4,000.00	14%
REVENUES			**3,500.00**	**3,500.00**	**4,000.00**	14%
11-01-4500	Materials & Supplies	Materials & Supplies	-	-	-	
EXPENSES			**-**	**-**	**-**	
	NET FUND		**3,500.00**	**3,500.00**	**4,000.00**	14%

Red Light Fund

GL No.	Account Name	Category	2021-2022 Budget	2021-2022 Budget Amended	2022-2023 Proposed Budget	%Diff
12-01-3800	Interest Income	Interest	-	46.84		-100%
REVENUES			**-**	**46.84**	**-**	-100%
12-01-4500	Miscellaneous	Miscellaneous	-	-	-	
EXPENSES			**-**	**-**	**-**	
12-01-9999	Transfer to General Fund	Transfer	-	25,000.00	25,000.00	0%
TRANSFERS			**-**	**25,000.00**	**25,000.00**	0%
	NET FUND		**-**	**(24,953.16)**	**(25,000.00)**	0%

Debt Service Fund

GL No.	Account Name	Category	2021-2022 Budget	2021-2022 Budget Amended	2022-2023 Proposed Budget	%Diff
13-01-3600	Property Tax - Current	Property Tax	139,768.76	131,095.87	145,318.75	11%
13-01-3610	Property Tax - Delinquent	Property Tax	-	1,749.33	-	-100%
13-01-3620	Property Tax - Penalties & Interest	Property Tax	-	1,517.30	-	-100%
REVENUES			**139,768.76**	**134,362.50**	**145,318.75**	8%
13-01-4015	Bond Expense	Bond Expense	85,000.00	85,000.00	95,000.00	12%
13-01-4016	Bond Interest Expense	Bond Expense	54,518.76	54,518.76	50,018.75	-8%
13-01-4030	Bank Fees	Fines & Fees	250.00	300.00	600.00	100%
13-07-4020	Note Payable Expense	Note Expense	22,978.00	22,978.00	22,978.00	0%
13-09-4020	Note Payable Expense	Note Expense	-	-	-	
13-09-4015	Bond Expense	Bond Expense	190,000.00	190,000.00	305,000.00	61%
13-09-4016	Bond Interest Expense	Bond Expense	165,250.00	155,034.52	155,249.50	0%
13-09-4030	Bank Fees	Fines & Fees	-	150.00	900.00	500%
EXPENSES			**517,996.76**	**507,981.28**	**629,746.25**	24%
13-01-9999	Transfer from Utility Fund	Transfer	(355,250.00)	(345,234.52)	(411,149.50)	19%
13-01-9999	Transfer from General Fund	Transfer	(22,978.00)	(28,384.26)	(23,278.00)	-18%
TRANSFERS			**(378,228.00)**	**(373,618.78)**	**(434,427.50)**	16%
	NET FUND		**-**	**-**	**(50,000.00)**	

Endowment Fund

GL No.	Account Name	Category	2021-2022 Budget	2021-2022 Budget Amended	2022-2023 Proposed Budget	%Diff
14-01-3800	Interest Income	Interest	5,316.80	5,266.51	5,100.00	-3%
14-01-3800	Interest Income	Interest	1,000.00	730.60	700.00	-4%
14-01-3800	Interest Income	Interest	-	292.24	250.00	-14%
14-01-3800	Interest Income	Interest	-	-	1,000.00	

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RESTRICTED FUNDS

14-01-3800	Interest Income	Interest	-	1,461.20	1,000.00	-32%
REVENUES			**6,316.80**	**7,750.55**	**8,050.00**	4%
14-01-4500	Miscellaneous	Repairs & Maintenance	-	-		
EXPENSES			**-**	**-**	**-**	
14-01-9999	Transfer to General Fund	Transfer	**-**	-	5,100.00	
14-01-9999	Transfer to General Fund	Transfer	**-**		700.00	
14-01-9999	Transfer to General Fund	Transfer	6,316.80	6,289.35	250.00	-96%
14-01-9999	Transfer to General Fund	Transfer	-		1,000.00	
14-01-9999	Transfer to Recreation Fund	Transfer	**-**	1,461.20	1,000.00	-32%
TRANSFERS			**6,316.80**	**7,750.55**	**8,050.00**	4%
	NET FUND		**-**	**-**	**-**	

Road Maintenance Fund

No Revenues or Expenses

MC Local Truency Prevention & Diversion Fund

GL No.	Account Name	Category	2021-2022 Budget	2021-2022 Budget Amended	2022-2023 Proposed Budget	%Diff
16-02-3200	Fines & Fees	Fines & Fees	7,000.00	7,000.00	8,000.00	14%
REVENUES			**7,000.00**	**7,000.00**	**8,000.00**	14%
16-02-4100	Contractual Services	Contractual Services	6,000.00	-	-	
EXPENSES			**6,000.00**	**-**	**-**	
	NET FUND		**1,000.00**	**7,000.00**	**8,000.00**	14%

MC Municipal Jury Fund

GL No.	Account Name	Category	2021-2022 Budget	2021-2022 Budget Amended	2022-2023 Proposed Budget	%Diff
17-02-3200	Fines & Fees	Fines & Fees	120.00	120.00	150.00	25%
REVENUES			**120.00**	**120.00**	**150.00**	25%
17-02-4500	Miscellaneous	Miscellaneous	-	-		
EXPENSES			**-**	**-**	**-**	
17-02-9999	Transfer to General Fund for Municipal Court	Transfer	-	-	400.00	
TRANSFERS			**-**	**-**	**400.00**	
	NET FUND		**120.00**	**120.00**	**(250.00)**	-308%

Keep Diboll Beautiful Fund

GL No.	Account Name	Category	2021-2022 Budget	2021-2022 Budget Amended	2022-2023 Proposed Budget	%Diff
18-01-3940	Grant Proceeds	Contributions & Grants	15,952.61	12,575.19	-	-100%
18-01-3940	Donantions	Donations	-	15,000.00		-100%
REVENUES			**15,952.61**	**27,575.19**	**-**	-100%
18-01-4210	KDB Expense	Project Expense	15,952.61	27,575.19	34,841.38	26%
EXPENSES			**15,952.61**	**27,575.19**	**34,841.38**	26%
18-01-9999	Transfer from Fund Balance	Transfer	-	-	-	
TRANSFERS			**-**	**-**	**-**	
	NET FUND		**-**	**-**	**(34,841.38)**	

Restricted Projects Fund

GL No.	Account Name	Category	2021-2022 Budget	2021-2022 Budget Amended	2022-2023 Proposed Budget	%Diff
50-01-9999	Transfer from General Fund PY Fund Balance	Transfer	(65,000.00)	(42,600.00)	(146,629.06)	244%
50-09-9999	Transfer from Utility Fund PY Fund Balance	Transfer	(350,000.00)	(250,000.00)	66,953.12	-127%
TRANSFERS			**(415,000.00)**	**(292,600.00)**	**(79,675.94)**	-73%
	NET FUND		**415,000.00**	**292,600.00**	**79,675.94**	-73%

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CITY OF DIBOLL
Historical Revenue
2022-2023 Budget Analysis

	Fundview #	2022-2023 Proposed	8 Yr Average w/ Estimation	7 Yr Average	2020-2021 Budgeted	2021-2022 Budgeted	2022 Estimates - Mid Year Budget Amend No. 5	2021	2020	2019	2018	2017	2016	2015
General Fund														
Licenses & Permits	01-01-3210	$ 15,119.41	$ 15,119.41	$ 15,136.46	$ 15,000.00	$ 13,322.89	$ 15,000.00	$ 28,635.30	$ 24,580.90	$ 12,387.00	$ 18,153.90	$ 6,957.15	$ 6,574.50	$ 8,666.50
Franchise Tax	01-01-3500	$ 399,969.77	$ 433,981.86	$ 438,836.41	$ 390,000.00	$ 400,000.00	$ 400,000.00	$ 399,969.77	$ 415,048.35	$ 415,209.41	$ 430,017.31	$ 408,543.34	$ 463,338.51	$ 539,728.20
Payment in Lieu of Tax	01-01-3550	$ 75,754.05	$ 71,155.21	$ 70,498.24	$ 73,114.00	$ 78,031.46	$ 75,754.05	$ 78,031.46	$ 73,113.76	$ 71,479.82	$ 70,994.80	$ 68,779.22	$ 66,058.98	$ 65,029.61
Property Tax - Current	01-01-3600	$1,195,839.27	$ 1,019,497.30	$ 998,616.72	$ 1,084,038.00	$ 1,142,559.51	$ 1,165,661.31	$1,099,853.99	$1,065,673.59	$1,028,796.82	$ 984,356.56	$ 979,249.25	$ 959,249.49	$ 873,137.36
Property Tax - Delinquent	01-01-3610	$ 11,000.00	$ 18,592.43	$ 19,923.97	$ 11,000.00	$ 11,000.00	$ 9,271.61	$ 12,417.71	$ 22,015.94	$ 29,667.40	$ 10,846.39	$ 12,256.89	$ 39,993.84	$ 12,269.63
Property Tax Penalties & Interes	01-01-3620	$ 11,000.00	$ 13,497.58	$ 14,324.38	$ 11,000.00	$ 11,000.00	$ 7,709.99	$ 17,664.07	$ 15,686.77	$ 19,742.30	$ 10,754.39	$ 11,169.16	$ 14,936.64	$ 10,317.34
Sales Tax	01-01-3700	$ 616,909.05	$ 606,775.68	$ 603,529.49	$ 491,969.90	$ 629,499.03	$ 629,499.03	$ 657,642.25	$ 574,027.87	$ 683,770.37	$ 654,056.09	$ 495,479.40	$ 544,745.97	$ 614,984.46
Cemetary Plots	01-01-3930	$ 5,000.00	$ 10,931.25	$ 11,635.71	$ 5,000.00	$ 5,000.00	$ 6,000.00	$ 27,000.00	$ 12,600.00	$ 10,000.00	$ 6,000.00	$ 14,350.00	$ 8,500.00	$ 3,000.00
Fines & Fees	01-02-3200	$ 450,000.00	$ 462,331.79	$ 464,093.47	$ 400,000.00	$ 459,866.94	$ 450,000.00	$ 417,052.58	$ 374,787.37	$ 690,741.26	$ 424,917.02	$ 463,538.15	$ 418,096.14	$ 459,521.78
Time Payment	01-02-3201	$ 1,000.00			$ 964.75	$ -	$ 1,168.95	$ 1,622.23	$ 435.00	$ -	$ -	$ -	$ -	$ -
Fines & Fees	01-07-3200	$ 34,500.00				$ 34,680.00	$ 34,897.50	$ 32,580.28						
General Fund Totals		**$2,816,091.54**	**$ 2,651,882.50**	**$2,636,594.86**	**$ 2,482,086.65**	**$ 2,784,959.83**	**$ 2,794,962.44**	**$2,772,469.64**	**$2,577,969.55**	**$2,961,794.38**	**$2,610,096.46**	**$2,460,322.56**	**$2,521,494.07**	**$2,586,654.88**
Utility Fund														
Utility - Sewer	02-08-3110	$1,151,204.00	$ 891,494.25	$ 909,259.14	$ 715,555.00	$ 767,140.00	$ 767,140.00	$ 712,611.69	$ 796,844.28	$ 846,917.60	$ 984,948.62	$1,014,342.77	$1,007,088.90	$1,002,060.10
Utility - Water	02-09-3100	$1,431,946.00	$ 1,157,916.00	$1,151,584.99	$ 1,098,000.00	$ 1,202,233.00	$ 1,202,233.00	$1,013,190.00	$1,016,095.56	$1,170,699.61	$1,257,984.12	$1,156,991.65	$1,250,857.13	$1,195,276.89
Utility - Garbage	02-09-3120	$ 708,000.00	$ 826,286.07	$ 841,469.79	$ 900,000.00	$ 720,000.00	$ 720,000.00	$ 687,943.55	$ 853,821.23	$ 874,487.75	$ 922,894.71	$ 841,698.15	$ 889,443.17	$ 820,000.00
Penalties & Interest	02-09-3130	$ 25,000.00	$ 48,202.81	$ 51,022.86	$ 43,500.00	$ 21,750.00	$ 28,462.50	$ 67,686.93	$ 50,581.54	$ 34,769.97	$ 50,681.96	$ 58,631.57	$ 46,692.96	$ 48,115.08
Utility Fund Totals		**$3,316,150.00**	**$ 2,923,899.12**	**$2,953,336.78**	**$ 2,757,055.00**	**$ 2,711,123.00**	**$ 2,717,835.50**	**$2,481,432.17**	**$2,717,342.61**	**$2,926,874.93**	**$3,216,509.41**	**$3,071,664.14**	**$3,194,082.16**	**$3,065,452.07**
Recreation Fund														
Civic Center Rental	03-11-3900	$ 28,000.00	$ 21,639.75	$ 20,738.29	$ 10,200.00	$ 20,138.29	$ 27,950.00	$ 20,275.00	$ 10,375.00	$ 31,840.00	$ 24,715.00	$ 23,513.00	$ 19,380.00	$ 15,070.00
Recreation Fund Totals		**$ 28,000.00**	**$ 21,639.75**	**$ 20,738.29**	**$ 10,200.00**	**$ 20,138.29**	**$ 27,950.00**	**$ 20,275.00**	**$ 10,375.00**	**$ 31,840.00**	**$ 24,715.00**	**$ 23,513.00**	**$ 19,380.00**	**$ 15,070.00**
TOTAL		$6,160,241.54	$ 5,597,421.38	$5,610,669.93	$ 5,249,341.65	$ 5,516,221.12	$ 5,540,747.94	$5,274,176.81	$5,305,687.16	$5,920,509.31	$5,851,320.87	$5,555,499.70	$5,734,956.23	$5,667,176.95

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CITY OF DIBOLL
ANALYSIS OF TAX RATE
2022-2023

Debt Service

Description of Debt	Principal to be paid from Property Taxes	Interest to be paid from Property	Other Amts to be Paid	Total Payment
Series 2020, GO Refunding	95,000.00	50,018.75	300.00	145,318.75
Total	95,000.00	50,018.75	300.00	145,318.75

NET ADJUSTED TAX BASE 2022				234,609,862
TAX RATE	0.583321	Per $100 Valuation		$ 1,368,529
ESTIMATED REVENU	Based on		98% Collections	$ 1,341,158
Prior Year Collections	1,377,288.56			
Prior Year Taxable Value	218,856,847.00			
Prior Year Revenue	1,349,348.76		102% Collected Prior Yr	

TAX REVENUE DISTRIBUTION:

	PERCENT	TAX RATE DOLLAR EQUIVALENT	AMOUNT
General Fund Operation & Maintenance	89.16%	0.520116	$ 1,195,839
General Fund Debt Service	10.84%	0.063205	$ 145,319
	100.00%	0.583321	$ 1,341,158

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CITY OF DIBOLL
Property Tax
2022-2023 Budget Analysis

		2015 Cert Grand Totals	2016 Cert Grand Totals	2017 Cert Grand Totals	2018 Cert Grand Totals	2019 Cert Grand Totals	2020 Cert Grand Totals	2021 Cert Grand Totals	%Diff 18 & 19 Prelim	%Diff 19 & 20 Prelim	%Diff 20 & 21 Prelim	2022 Preliminary Totals	2022 Preliminary Estimates	2022 Estimates	%Diff 21 & 22 Est	%Diff Estimates vs Cert	2022 Cert Grand Totals
A	Single Family Residence	78,898,238	79,350,321	81,830,920	85,494,560	88,577,470	78,510,307	89,250,064	4%	13%	14%	103,030,699	96,140,382	96,140,382	8%	6%	101,864,384
B	Multifamily Residence	653,500	646,790	644,490	645,460	642,820	631,320	369,110	0%	2%	-42%	9,059,900	4,714,505	2,650,670	1177%	-44%	2,650,670
C	Vacant Lot	3,196,090	2,785,310	2,603,380	2,620,460	2,601,513	2,673,880	2,439,610	-1%	-3%	-9%	3,198,370	2,818,990	2,818,990	16%	11%	3,140,900
D1	Qualified Ag Land	3,155,326	3,084,511	3,336,485	3,381,538	3,528,726	287,570	189,072	4%	1127%	-34%	186,417	187,745	182,825	-1%	-3%	182,825
D2	Non-qualified Land	29,820	29,600	28,530	20,180	19,550	18,846	18,176	-3%	4%	-4%	49,807	33,992	33,992	87%	47%	49,807
E	Farm or Ranch Improvement	1,980,220	1,947,030	1,792,640	1,794,170	2,186,470	1,924,066	2,094,180	22%	14%	9%	3,156,215	2,625,198	2,625,198	25%	9%	2,860,516
F1	Commercial Real Property	13,242,450	13,251,730	12,887,400	13,212,330	13,611,370	15,003,330	15,099,800	3%	-9%	1%	16,136,000	15,617,900	15,614,560	3%	0%	15,614,560
F2	Industrial Real Property	25,262,210	22,716,600	22,804,840	19,806,830	19,837,190	19,475,370	14,090,070	0%	2%	-28%	2,201,590	14,090,070	14,090,070	0%	1%	14,277,260
J2	Gas Distribution System	361,060	388,500	404,680	405,100	429,840	446,880	489,830	6%	-4%	10%	-	489,830	489,830	0%	12%	548,020
J3	Electric Company	1,964,210	1,963,250	1,919,220	2,655,290	2,563,560	3,111,410	4,723,250	-3%	-18%	52%	-	4,723,250	4,847,030	0%	3%	4,847,030
J4	Telephone Company	3,430,410	3,325,590	2,564,860	2,278,210	1,954,040	1,400,440	1,295,970	-14%	40%	-7%	99,330	1,295,970	1,049,490	0%	-19%	1,049,490
J5	Railroad	2,443,650	2,587,640	2,735,270	2,885,330	2,987,900	3,127,580	3,376,910	4%	-4%	8%	61,980	3,376,910	3,376,910	0%	7%	3,599,120
J6	Pipeland Company	174,880	151,970	159,550	170,040	181,630	186,070	43,280	7%	-2%	-77%	-	43,280	43,280	0%	358%	198,080
J7	Cable Television Company	-	-	-	-	-	-	-	#DIV/0!	#DIV/0!	#DIV/0!	-	-	-	#DIV/0!	#DIV/0!	
L1	Commercial Personal Property	5,995,620	5,152,490	5,319,280	8,055,650	4,888,020	5,280,200	4,190,300	-39%	-7%	-21%	4,022,430	4,106,365	3,615,270	-2%	-12%	3,615,270
L2	Industrial Personal Property	63,747,540	62,605,400	59,682,150	65,434,230	68,098,020	70,291,590	71,819,371	4%	-3%	2%	7,134,670	71,819,371	86,277,277	0%	23%	88,489,515
M1	Tangible Other Personal	753,170	719,290	696,300	680,530	559,790	493,782	669,243	-18%	13%	36%	680,979	675,111	650,979	1%	-4%	650,979
O	Residential Inventory	110,400	235,440	232,780	223,480	190,550	183,260	123,430	-15%	4%	-33%	103,110	113,270	103,110	-8%	-9%	103,110
S	Special Inventory Tax	-	-	3,090	-	7,380	5,870	2,510	#DIV/0!	26%	-57%	-	1,255	-	-50%	-100%	-
X	Total Exempt Property	15,995,740	16,037,480	16,249,870	16,281,460	16,230,787	-	-	0%	#DIV/0!	#DIV/0!	-	-	-	#DIV/0!	#DIV/0!	
		221,394,534	216,978,942	215,895,735	226,044,848	229,096,626	203,051,771	210,284,176	1%	13%	4%	149,121,497	222,873,392	234,609,862	6%	9%	243,741,536
	Homestead Cap	(488,612)	(318,959)	(627,127)	(622,401)	(416,780)	(542,630)	(3,821,160)	-33%	-23%	604%	(4,518,788)	(4,518,788)	(4,518,788)	18%	-5%	(4,271,877)
	Productivity Loss	(2,948,130)	(2,869,595)	(3,099,456)	(3,148,035)	(3,250,513)	(3,209,482)	(3,314,117)	3%	1%	3%	(3,475,010)	(3,475,010)	(3,475,010)	5%	8%	(3,770,292)
	Total Exemptions	(24,830,181)	(24,825,339)	(25,862,846)	(27,951,206)	(26,684,323)	(29,812,036)	(79,034,212)	-5%	-10%	165%	(92,039,085)	(92,039,085)	(92,039,085)	16%	4%	(95,469,125)
		193,127,611	188,965,049	186,306,306	194,323,206	198,745,010	169,487,623	124,114,687	2%	17%	-27%	49,088,614	122,840,509	134,576,979	-1%	14%	140,230,242
	Residential	85,580,674	86,012,982	88,562,145	92,239,918	95,705,376	82,049,151	92,713,275	4%	17%	13%	116,267,127	104,490,201	102,387,155	13%	4%	108,362,291
	Commercial	19,238,070	18,404,220	18,206,680	21,267,980	18,499,390	20,283,530	19,290,100	-13%	-9%	-5%	20,158,430	19,724,265	19,229,830	2%	-3%	19,229,830
	Industrial	97,383,960	93,738,950	90,270,570	93,635,030	96,052,180	98,039,340	95,838,681	3%	-2%	-2%	9,497,570	95,838,681	110,173,887	0%	18%	113,008,515
	Other	(9,075,093)	(9,191,103)	(10,733,089)	(12,819,722)	(11,511,936)	(30,884,398)	(83,727,369)	-10%	-63%	171%	(96,834,513)	(97,212,638)	(97,213,893)	16%	3%	(100,370,394)
		193,127,611	188,965,049	186,306,306	194,323,206	198,745,010	169,487,623	124,114,687	2%	17%	-27%	49,088,614	122,840,509	134,576,979	-1%	14%	140,230,242

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Sales Tax Analysis for 2022-2023 Budget

Year	October	November	December	January	February	March	April	May	June	July	August	September	Total	
2022 Est (10 Yr Average)	45,550.66	61,441.38	42,681.41	55,606.90	53,828.04	46,547.77	46,050.25	59,498.88	53,558.79	46,746.10	55,279.61	50,435.54	617,225.33	21-22 Budget
2022 Est (10 Yr Average, minus high & low	44,605.09	58,466.31	42,781.45	50,609.84	53,476.13	45,538.10	46,053.79	59,104.55	55,767.50	46,661.69	55,102.96	45,518.69	603,686.10	$ 629,499.03
														21-22 Budget -2%
2022 vs 2021	-4%	9%	-15%	20%	3%	42%	-15%	-19%	36%	155%	-23%	-3%	12%	$ 616,909.05
	42,865.00	56,091.83	39,343.66	72,869.87	60,046.25	50,921.04	52,161.41	62,096.81	76,139.33	122,000.00			634,535.20	

Year	October	November	December	January	February	March	April	May	June	July	August	September	Total
2022	42,865.00	56,091.83	39,343.66	72,869.87	60,046.25	50,921.04	52,161.41	62,096.81	76,139.33	122,663.30	55,102.96	45,518.69	735,820.14
2021	44,793.38	51,599.70	46,260.79	60,971.74	58,106.46	35,968.61	61,087.16	76,193.87	55,924.29	48,135.48	71,693.90	46,906.78	657,642.16
2020	28,573.00	49,782.00	47,270.00	35,155.00	50,861.00	42,385.00	49,739.00	53,209.00	53,977.00	53,433.68	61,244.53	48,398.66	574,027.87
2019	43,542.46	104,506.71	40,502.95	54,576.11	68,220.02	68,145.14	41,927.85	59,033.86	75,884.69	44,929.64	49,089.94	33,411.00	683,770.37
2018	70,092.90	93,634.33	39,515.68	33,182.58	42,251.35	59,214.32	48,127.84	63,167.36	60,969.22	42,911.50	61,810.82	39,178.19	654,056.09
2017	41,529.29	47,613.26	34,358.34	36,649.16	43,466.44	33,027.73	30,985.05	45,958.54	33,523.66	46,945.39	47,154.20	54,268.34	495,479.40
2016	48,421.53	62,714.06	50,204.14	42,935.31	53,054.40	34,754.83	37,757.15	59,567.05	41,115.98	36,442.83	40,278.48	37,500.21	544,745.97
2015	38,682.51	46,275.03	36,701.60	118,007.67	54,571.02	35,208.04	55,571.73	58,946.47	40,131.26	37,758.17	43,756.45	49,374.51	614,984.46
2014	46,414.52	42,176.60	49,942.36	52,528.80	47,564.71	46,915.39	47,650.89	67,472.72	57,874.85	53,728.23	56,436.10	41,780.61	610,485.78
2013	50,592.01	60,020.28	42,714.59	49,192.75	60,138.77	58,937.56	35,494.45	49,343.15	40,047.65	57,724.60	73,454.55	46,742.18	624,402.54
2012	78,623.05	46,348.97	28,228.72	29,244.41	48,365.21	48,928.18	31,195.21	45,034.64	37,437.94	45,451.43	47,877.08	#######	593,529.80
2011	51,908.20	8,822.71	45,210.37	36,299.01	44,593.40	27,391.28	29,609.50	159,385.52	32,672.44	37,028.51	46,621.01	33,681.20	553,223.15
2010	37,912.51	44,053.64	32,229.78	32,841.49	43,749.63	31,162.86	29,748.40	41,823.73	29,581.95	30,662.69	47,731.36	21,206.41	422,704.45
2009	33,187.72	42,029.30	30,221.98	42,671.33	46,203.36	26,155.52	26,086.76	43,684.14	30,428.80	28,014.48	15,023.59	32,394.89	396,101.87
2008	16,978.74	72,433.12	48,199.56	27,051.28	63,003.91	28,179.22	20,997.38	50,660.83	34,518.44	29,201.40	50,074.93	43,958.11	485,256.92
2007	43,574.29	43,397.70	39,103.18	37,600.64	49,492.25	43,847.03	38,069.97	58,223.37	28,610.86	50,379.33	46,256.04	26,171.61	504,726.27
2006	31,288.86	46,187.58	30,311.46	52,010.08	51,013.75	39,104.86	34,367.00	49,233.43	50,934.55	40,021.99	64,407.02	35,065.12	523,945.70
2005	32,228.91	38,000.62	30,162.84	28,726.04	50,149.75	37,795.34	27,688.49	59,307.75	34,283.15	32,345.95	53,229.59	40,767.24	464,685.67
2004	34,224.79	55,879.05	24,042.00	29,033.63	63,199.90	25,962.19	23,137.42	53,610.17	40,965.24	34,633.06	49,789.33	30,421.52	464,898.30
2003	55,254.80	51,210.84	31,340.22	29,944.12	51,407.14	33,171.64	33,748.79	48,023.91	32,826.83	28,957.41	42,167.16	34,071.48	472,124.34
2002	48,175.41	53,306.80	52,405.49	43,949.45	53,714.12	41,221.63	43,585.45	48,274.44	41,224.66	49,413.62	57,134.57	29,541.58	561,947.22
2001	49,472.33	69,110.74	46,002.98	42,386.04	52,989.53	44,274.30	39,311.81	65,180.03	39,183.51	39,519.60	65,955.43	51,401.69	604,787.99
2000	46,582.70	62,169.77	22,203.60	51,065.77	61,616.30	43,727.44	41,186.93	65,754.78	23,371.63	45,970.00	85,178.33	53,099.99	601,927.24
1999	57,440.20	76,043.25	68,199.88	51,132.92	81,551.24	78,614.81	82,863.32	87,534.87	53,599.01	53,724.84	79,408.17	46,916.77	817,029.28
1998	69,963.71	85,532.90	58,376.63	44,458.22	42,671.50	64,465.95	45,915.89	47,202.32	41,545.50	58,507.43	74,982.39	56,583.06	690,205.50
1997	40,858.03	57,834.00	43,582.81	56,929.80	71,494.41	27,337.94	22,751.11	75,785.80	39,360.40	45,498.85	58,146.08	48,770.63	588,349.86
1996	41,354.68	61,600.22	38,272.35	47,414.47	71,858.73	42,269.29	35,950.65	59,426.74	47,150.42	44,923.05	53,936.88	47,710.03	591,867.51
1995	45,418.41	66,589.80	46,172.75	39,881.45	62,804.04	50,710.53	42,988.44	69,358.35	45,414.28	42,513.59	63,347.07	32,794.36	607,993.07
1994	41,919.11	61,861.10	47,410.07	53,082.94	62,298.21	37,466.95	34,531.74	53,032.98	40,926.56	44,128.01	56,453.05	52,864.60	585,975.32
1993	25,326.86	31,748.27	35,557.19	33,363.82	63,825.30	35,635.52	56,632.70	61,899.08	50,867.08	42,663.69	60,499.13	38,443.01	536,461.65
1992	32,003.04	91,863.05	31,623.31	41,316.57	79,410.99	33,383.26	46,882.18	50,190.25	39,331.40	42,103.20	44,452.10	36,115.94	568,675.29
1991	38,125.22	59,127.61	37,220.87	33,902.79	67,218.57	32,038.66	30,910.93	55,482.55	30,261.30	40,431.46	60,331.74	37,117.42	522,169.12
1990	28,960.29	35,146.78	20,442.35	45,161.26	43,983.87	167,634.67	48,778.13	66,036.58	50,070.85	44,288.52	62,244.84	36,727.34	649,475.48
1989	15,426.75	26,407.90	29,701.85	13,270.64	29,948.74	17,803.58	15,804.81	28,136.83	22,030.20	20,244.88	30,751.22	23,732.98	273,260.38
1988	11,688.17	34,734.56	13,450.89	17,321.58	31,156.14	17,709.21	23,956.34	25,594.03	18,932.38	18,060.94	27,134.16	30,540.01	270,278.41
1987				15,101.94	33,123.96	20,332.81	13,017.04	46,185.94	18,634.71	32,986.10	31,718.93	25,083.59	236,185.02
32 year average	41,780.54	55,287.13	38,739.52	41,667.45	54,259.37	43,168.04	37,944.50	58,484.43	40,388.93	41,248.10	53,707.72	41,415.31	544,210.84
10 year average	49,126.47	60,467.09	41,569.92	51,244.35	52,659.94	46,348.48	43,953.63	57,792.67	49,688.65	46,746.10	55,279.61	50,435.54	605,312.44
5 year average	45,706.21	69,427.20	41,581.55	44,106.92	52,581.05	47,748.16	46,373.38	59,512.53	56,055.77	47,271.14	58,198.68	44,432.59	612,995.18

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Scenario 4

City of Diboll, Texas
Water and Wastewater Rate Model
Summary of Proposed Rate Performance - Water & Wastewater

	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026
WATER						
Rate Revenue Requirement	$1,202,233	$1,431,946	$1,462,551	$1,493,583	$1,530,412	$1,562,750
Projected Revenue Under Proposed Rates	1,424,994	1,576,812	1,582,474	1,613,403	1,646,909	1,679,175
Adjusted Over / (Under) Recovery	**$222,761**	**$144,866**	**$119,924**	**$119,820**	**$116,497**	**$116,426**
Adjusted Over / (Under) Recovery (%)	**18.53%**	**10.12%**	**8.20%**	**8.02%**	**7.61%**	**7.45%**
Projected Annual Billed Water Consumption (000's)	244,264	238,349	238,973	238,880	238,715	238,624
WASTEWATER						
Rate Revenue Requirement	$767,140	$1,154,201	$1,189,543	$1,221,151	$1,254,406	$1,294,136
Projected Revenue Under Proposed Rates	948,612	1,070,848	1,128,322	1,162,129	1,195,534	1,230,280
Adjusted Over / (Under) Recovery	**$181,472**	**($83,353)**	**($61,221)**	**($59,021)**	**($58,872)**	**($63,855)**
Adjusted Over / (Under) Recovery (%)	**23.66%**	**(7.22%)**	**(5.15%)**	**(4.83%)**	**(4.69%)**	**(4.93%)**
Projected Annual Billed Flow (000's)	151,842	152,442	153,042	153,642	154,242	154,842

Scenario 4

City of Diboll, Texas
Water and Wastewater Rate Model
Proposed Rates - Wastewater

	Current	2021	2022	2023	2024	2025	2026
Minimum Rate Adjustment		5.00%	10.00%	5.00%	2.50%	2.50%	2.50%
Volumetric Rate Adjustment		5.00%	10.00%	5.00%	2.50%	2.50%	2.50%
Outside Multiplier		2.00	2.00	2.00	2.00	2.00	2.00
Comm./Indust. Min. Multiplier		1.35	1.35	1.35	1.35	1.35	1.35
Comm./Indust. Vol. Multiplier		1.35	1.35	1.35	1.35	1.35	1.35
No Volumes in Minimum		No	No	No	No	No	No
2 Tiers Only		Yes	No	No	No	No	No

Scenario 4

City of Diboll, Texas
Water and Wastewater Rate Model
Proposed Rates - Water

	Current	2021	2022	2023	2024	2025	2026
Minimum Rate Adjustment		5.00%	8.00%	0.00%	2.00%	2.00%	2.00%
Volumetric Rate Adjustment		5.00%	8.00%	0.00%	2.00%	2.00%	2.00%
Outside Multiplier		2.00	2.00	2.00	2.00	2.00	2.00
Comm./Indust. Min. Multiplier		1.35	1.35	1.35	1.35	1.35	1.35
Comm./Indust. Vol. Multiplier		1.35	1.35	1.35	1.35	1.35	1.35
No Volumes in Minimum		No	No	No	No	No	No
Residential Tier Differential		10.00%	10.00%	10.00%	10.00%	10.00%	10.00%
Comm./Indust. Tier Differential		10.00%	10.00%	10.00%	10.00%	10.00%	10.00%
Change Residential Tier Structure		Yes	No	No	No	No	No

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CITY OF DIBOLL
Current Salaries
2022-2023 Budget Analysis

ESTIMATED 5% increase for Health

				OVERTIME	TMRS			WORKMAN	PAYROLL TAX		
Dept. Position	TML Health $422.12, +5% Jan	Wellness $20.00	TOTAL HEALTH	Proposed Overtime	TOTAL PD FOR TMRS CAL	TOTAL PD FOR TMRS CAL per Month	15.07% 16% Jan	Approx 55K per Year/ Divide by No. Employees 38 qty	Taxes 7.75%	Unemployment	TOTAL TAX
General Government	20,894.94	720.00	21,614.94	161.00	294,972.20	24,581.02	46,509.74	5,789.47	22,860.35	660.74	23,521.08
1 City Manager	6,964.98	240.00									
1 City Secretary	6,964.98	240.00									
1 Finance Director	6,964.98	240.00									
1 Accounts Billing											
					-	-	-		-	-	-
Court	6,964.98	240.00	7,204.98	232.00	52,932.00	4,411.00	8,346.05	2,894.74	4,102.23	118.57	4,220.80
2 Judge											
2 Court Clerk											
2 Court Clerk (2)	6,964.98	*240.00*									
					-	-	-		-	-	-
Police	97,509.72	3,360.00	100,869.72	25,000.00	833,367.00	69,447.25	131,401.14	20,263.16	64,585.94	1,866.74	66,452.68
3 Police Chief	6,964.98	240.00									
3 Lt./Asst	6,964.98	240.00									
3 Sgt. Detective	6,964.98	240.00									
3 Detective	6,964.98	240.00									
3 Patrol Sgt.	6,964.98	240.00									
3 Patrol Sgt.	6,964.98	240.00									
3 Corporal	6,964.98	240.00									
3 Corporal	6,964.98	240.00									
3 Patrol	6,964.98	240.00									
3 Patrol	6,964.98	240.00									
3 Patrol	6,964.98	240.00									
3 Patrol	6,964.98	240.00									
3 Patrol	6,964.98	240.00									
3 Administration	6,964.98	240.00									
					-	-	-		-	-	-
Code Compliance	6,964.98	240.00	7,204.98	229.00	35,589.00	2,965.75	5,611.50	1,447.37	2,758.15	79.72	2,837.87
4 Code Compliance	6,964.98	240.00									
					-	-	-		-	-	-
Fire					7,605.00	633.75	1,199.12	1,447.37	589.39	17.04	606.42
5 Fire Marshall											
					-	-	-		-	-	-
Animal Control					-	-	-		-	-	-
6 Animal Control					-	-	-		-	-	-
					-	-	-		-	-	-
Street	27,859.92	960.00	28,819.92	1,791.00	137,233.15	11,436.10	21,638.24	4,342.11	10,635.57	307.40	10,942.97
7 Street Superintendant	6,964.98	240.00									
7 Street Operator	6,964.98	240.00									
7 Street Operator	6,964.98	240.00									
7 Street Operator	6,964.98	240.00									
					-	-	-		-	-	-
Wastewater	20,894.94	720.00	21,614.94	9,243.00	127,874.20	10,656.18	20,162.56	4,342.11	9,910.25	286.44	10,196.69
8 Wastewater Superintendent	6,964.98	240.00									
8 Wastewater Operator	6,964.98	240.00									
8 Wastewater Operator	6,964.98	240.00									
					-	-	-		-	-	-
Utility	41,789.88	1,440.00	43,229.88	11,937.00	244,445.00	20,370.42	38,542.87	8,684.21	18,944.49	547.56	19,492.04
9 Director	6,964.98	240.00									
9 Water Operator	6,964.98	240.00									
9 Water Operator	6,964.98	240.00									
9 Water Operator	6,964.98	240.00									
9 Water Operator	6,964.98	240.00									
9 Utility Clerk	6,964.98	240.00									
					-	-	-		-	-	-
Parks & Recreation	20,894.94	720.00	21,614.94	801.00	84,105.00	7,008.75	13,261.26	4,342.11	6,518.14	188.40	6,706.53
10 Lead Park Operator	6,964.98	240.00									
10 Park Operator	6,964.98	240.00									
10 Park Operator	6,964.98	240.00									
					-	-	-		-	-	-
Civic Center	6,964.98	240.00	7,204.98	399.00	25,483.80	2,123.65	4,018.16	1,447.37	1,974.99	57.08	2,032.08
11 Civic Center Attendant	6,964.98	240.00									
					-	-	-		-	-	-
	$250,739.28	$ 8,640.00	$259,379.28	$ 49,793.00	$ 1,843,606.35	$ 153,633.86	$ 290,690.63	$ 55,000.00	$ 142,879.49	$ 4,129.68	$ 147,009.17

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CITY OF DIBOLL
Payroll Longevity/Certificate pay
2022-2023 Budget Analysis

as of
10/31/2022

Dept.	Position		Hire Date	Vacation Tier	# months	# years	Longevity	Certificate Pay	Certification	2022 Wellness	Total by Employee	Total by Dept
General Government												
1	City Manager	Jason Arnold	11/1/2021	160	12.13	1.01	48	900	MPA	150	$ 1,098.00	
1	City Secretary	Rosa Olvera	1/25/2022	40	9.30	0.78	-			150	$ 150.00	
1	Finance Director	Durham, Samantha J	6/17/2019	80	41.07	3.42	164	1800	CPM, CGFO	150	$ 2,114.00	
1	Accounts Billing	Concha, Mirna M	3/31/2009	120	165.40	13.78	660			150	$ 810.00	
												$ 4,172.00
Court												
2	Judge	Bruce Green	N/A	40								
2	Court Clerk	Sims, Brooklyn	9/8/2020	80	26.10	2.18	104			150	$ 254.00	
												$ 254.00
Police												
3	Police Chief	Skillern, Michael	2/7/2022	40	8.87	0.74	-	900	Master	150	$ 1,050.00	
3	Lt./Asst	Williams, Norman	9/28/2002	160	244.60	20.38	980	900	Master	150	$ 2,030.00	
3	Detective	Estrada, Feliciano	4/1/2004	160	226.23	18.85	904	600	Advanced	150	$ 1,654.00	
3	Detective	Fulcher, Mark	10/20/2020	80	24.70	2.06	100	600	Intermediate, Advanced?	150	$ 850.00	
3	Patrol	Linebaugh, Sterling	4/20/2021	80	18.63	1.55	76	300	Intermediate?	150	$ 526.00	
3	Corporal	Clemens, Corey L	11/1/2015	120	85.20	7.10	340	600	Advanced	150	$ 1,090.00	
3	Patrol	Pullen, Gary	10/19/2021	80	12.57	1.05	52	900	Master	150	$ 1,102.00	
3	Patrol	Rodriguez Jr, Isaias	6/20/2018	80	53.13	4.43	212	600	Advanced	150	$ 962.00	
3	Patrol Sgt.	Munoz, Gerardo	11/8/2017	120	60.60	5.05	244	600	Advanced	150	$ 994.00	
3	Patrol	Pantoja Jr, Antonio	2/11/2020	80	33.10	2.76	132			150	$ 282.00	
3	Corporal	Dean, Jeffery	1/11/2022	40	9.77	0.81	-	600	Advanced	150	$ 750.00	
3	Patrol	Hooker, Kelly	4/15/2022	40	6.63	0.55	-			150	$ 150.00	
3	Patrol	Boots, Nichole	5/8/2022	40	5.87	0.49	-	600	Advanced	150	$ 750.00	
3	Dispatch Supervisor	Moreland-Egene, Giovanet I	6/4/2009	120	163.23	13.60	652	900	Master	150	$ 1,702.00	
3	Dispatch	Anderson, Crystal	11/19/2019	80	35.90	2.99	144	600	Advanced	150	$ 894.00	
3	Dispatch	Larue, Lindsey	6/16/2020	80	28.90	2.41	116	300	Intermediate	150	$ 566.00	
3	Dispatch - Part Time	Klein, Jessica	N/A									
3	Dispatch - Part Time	Pruitt, Virginia	N/A									
												$ 15,352.00
Code Compliance												
4	Code Compliance	Lopez, Faustino	1/11/2022	40	9.77	0.81	-			150	$ 150.00	
												$ 150.00
Fire												
5	Fire Marshall	Roberts, Darrell	N/A									
Street												
7	Street Dept. Head	Roberts Jr, Darrell G	7/31/2017	120	63.93	5.33	256	300	W-C	150	$ 706.00	
7	Street Operator	Salas, Francisco	8/22/2000	160	270.17	22.51	1,080			150	$ 1,230.00	
7	Street Operator	Turner, Tristan	8/30/2021	80	14.23	1.19	56			150	$ 206.00	
												$ 2,142.00
Wastewater												
8	Asst. Director	Sarver, Bridget J	5/17/2007	160	188.20	15.68	752	1800	W-C, WW-B, CPM	150	$ 2,702.00	
8	Wastewater Operator	Scarborough, Moy	11/16/2021	40	11.63	0.97	-	600	W-C, WW-C	150	$ 750.00	
8	WastewaterOperator	Turner, Katlin	8/2/2021	80	15.17	1.26	60			150	$ 210.00	
												$ 3,662.00
Utility												
9	Director	Richard, Joshua J	6/16/2003	160	235.90	19.66	944	1800	W-C, WW-B, CPM	150	$ 2,894.00	
9	Water Operator	Luna, Omar	12/14/2021	40	10.70	0.89	-			150	$ 150.00	
9	Water Operator	Mosley, Joshua	12/20/2021	40	10.50	0.88	-			150	$ 150.00	
9	Water Operator	Nesbett III, James A	4/12/2018	80	55.43	4.62	220	150	W-D	150	$ 520.00	
9	Water Operator	Parsons, Timothy	3/28/2022	40	7.23	0.60	-			150	$ 150.00	
9	Utility Clerk	Romero, Adriana I	4/1/2015	120	92.33	7.69	368			150	$ 518.00	
												$ 4,382.00
Parks & Recreation												
10	Lead Park Operator	Eric Pope	10/5/2021	80	13.03	1.09	52			150	$ 202.00	
10	Park Operator	Dennings, Jamarcus	8/13/2019	80	39.17	3.26	156			150	$ 306.00	
10	Park Operator	Murrell, Randal D	12/27/2007	160	180.73	15.06	724			150	$ 874.00	
												$ 1,180.00
Civic Center												
11	Civic Center Attendant	Donna Bennefield	11/6/2013	120	109.37	9.11	436	300	Horticulture	150	$ 886.00	
												$ 886.00

Stipends	
Longevity Pay	
$4.00 per month after 1st year of employment	
Capped at 1200.00	
Certification Pay	
Master PD	$ 900.00
Advanced PD	$ 600.00
Intermediate PD	$ 300.00
Master Court	$ 900.00
Advanced Court	$ 600.00
Intermediate Court	$ 300.00
Water A	$ 900.00
Water B	$ 600.00
Water C	$ 300.00
Water D	$ 150.00
Wastewater A	$ 900.00
Wastewater B	$ 600.00
Wastewater C	$ 300.00
Wastewater D	$ 150.00
Back Flow Tester	$ 150.00
CPM Certification	$ 900.00
MPA Certification	$ 900.00
CGFO Certification	$ 900.00
TRMC Certification	$ 900.00
Customer Service Inspection	$ 150.00
Horticulture	$ 300.00

U.S. Bureau of Labor Statistics	
Employment Cost Index	
State and local government > Wages and salaries	
June 2017 ECI	2.1
June 2018 ECI	1.9
June 2019 ECI	2.5
June 2020 ECI	2.6
June 2021 ECI	1.6
Dec 2021 ECI	2.7
June 2022 ECI	

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CITY OF DIBOLL 5%
Current Salaries $ 72,387.42
2022-2023 Budget Analysis

Dept.	Position		Current Salaries	Proposed Salaries	Proposed BFI	Proposed BFI Salary	OVERTIME Proposed Overtime	TMRS TOTAL PD FOR TMRS CAL	TMRS TOTAL PD FOR TMRS CAL per	TMRS 15.07% 16% Jan	PAYROLL TAX Taxes 7.75%	PAYROLL TAX Unemployment	PAYROLL TAX TOTAL TAX
General Government				287,011.20	14,350.56	301,361.76	8.05	14,358.61	1,196.55	2,263.99	1,112.79	32.16	1,144.96
1	City Manager	Jason Arnold					-	6,250.00	520.83	985.47	484.38	14.00	498.38
1	City Secretary	Olvera Rosa					-	2,500.00	208.33	394.19	193.75	5.60	199.35
1	Finance Director	Durham, Samantha J					-	4,000.00	333.33	630.70	310.00	8.96	318.96
1	Accounts Billing	Concha, Mirna M					-	1,600.56	133.38	252.37	124.04	3.59	127.63
						-	-	-	-	-	-	-	-
Court				52,700.00	2,635.00	55,335.00	11.60	2,646.60	220.55	417.30	205.11	5.93	211.04
2	Judge	Green, Bruce					-	1,075.00	89.58	169.50	83.31	2.41	85.72
2	Court Clerk	Sims, Brooklyn					-	-	-	-	-	-	-
2	*Court Clerk (2)*	*NEW HIRE*					-	*1,560.00*	*130.00*	*245.97*	*120.90*	*3.49*	124.39
						-	-	-	-	-	-	-	-
Police				808,367.00									
3	Police Chief	Skillern, Michael											
3	Lt./Asst	Williams, Norman											
3	Sgt. Detective	Estrada, Felix											
3	Detective	Fulcher, Mark											
3	Patrol Sgt.	Munoz, Gerardo											
3	Patrol Sgt.	Rodriquez, Isaias											
3	Corporal	Clemens, Corey											
3	Corporal	Dean, Jeffery											
3	Patrol	Linebaugh, Sterling											
3	Patrol	Pantoja, Antonio											
3	Patrol	Pullen, Gary											
3	Patrol	Kelly Ray											
3	Patrol	Nicole Boots											
3	Administration	NEW HIRE											
Code Compliance				35,360.00	1,768.00	37,128.00	11.45	1,779.45	148.29	280.57	137.91	3.99	141.89
4	Code Compliance	Lopez, Tino					-	1,768.00	147.33	278.77	137.02	3.96	140.98
						-	-	-	-	-	-	-	-
Fire				7,605.00	380.25	7,985.25	-	380.25	31.69	59.96	29.47	0.85	30.32
5	Fire Marshall	Roberts, Darrell					-	380.25	31.69	59.96	29.47	0.85	30.32
						-	-	-	-	-	-	-	-
Animal Control						-	-	-	-	-	-	-	-
6	Animal Control	See Code Compliance				-	-	-	-	-	-	-	-
						-	-	-	-	-	-	-	-
Street				135,442.15	6,772.11	142,214.26	89.55	6,861.66	571.80	1,081.91	531.78	15.37	547.15
7	Street Superintendant	Roberts Jr, Darrell G					-	2,394.75	199.56	377.59	185.59	5.36	190.96
7	Street Operator	New Hire					-	1,450.80	120.90	228.75	112.44	3.25	115.69
7	Street Operator	Salas, Francisco					-	1,475.76	122.98	232.69	114.37	3.31	117.68
7	Street Operator	Turner, Tristan					-	1,450.80	120.90	228.75	112.44	3.25	115.69
						-	-	-	-	-	-	-	-
Wastewater				118,631.20	5,931.56	124,562.76	462.15	6,393.71	532.81	1,008.13	495.51	14.32	509.83
8	Wastewater Superintendent	Sarver, Bridget J					-	2,615.00	217.92	412.32	202.66	5.86	208.52
8	Wastewater Operator	Scarborough, Moy					-	1,673.36	139.45	263.85	129.69	3.75	133.43
8	Wastewater Operator	Turner, Katlin					-	1,643.20	136.93	259.09	127.35	3.68	131.03
						-	-	-	-	-	-	-	-
Utility				232,508.00	11,625.40	244,133.40	596.85	12,222.25	1,018.52	1,927.14	947.22	27.38	974.60
9	Director	Richard, Joshua J					-	3,295.00	274.58	519.54	255.36	7.38	262.74
9	Water Operator	Mosley, Joshua					-	1,909.44	159.12	301.07	147.98	4.28	152.26
9	Water Operator	Nesbett III, James A					-	1,606.80	133.90	253.35	124.53	3.60	128.13
9	Water Operator	Parsons, Timothy					-	1,606.80	133.90	253.35	124.53	3.60	128.13
9	Water Operator	Luna, Omar					-	1,606.80	133.90	253.35	124.53	3.60	128.13
9	Utility Clerk	Romero, Adriana I					-	1,600.56	133.38	252.37	124.04	3.59	127.63
						-	-	-	-	-	-	-	-
Parks & Recreation				83,304.00	4,165.20	87,469.20	40.05	4,205.25	350.44	663.06	325.91	9.42	335.33
10	Lead Park Operator	Pope, Eric					-	1,596.40	133.03	251.71	123.72	3.58	127.30
10	Park Operator	Dennings, Jamarcus					-	1,284.40	107.03	202.52	99.54	2.88	102.42
10	Park Operator	Murrell, Randal D					-	1,284.40	107.03	202.52	99.54	2.88	102.42
						-	-	-	-	-	-	-	-
Civic Center				25,084.80	1,254.24	26,339.04	19.95	1,274.19	106.18	200.91	98.75	2.85	101.60
11	Civic Center Attendant	Donna Bennefield					-	1,254.24	104.52	197.76	97.20	2.81	100.01
			$ 1,689,725.12	**$ 1,786,013.35**	**$ 48,882.32**	**$ 1,026,528.67**	**$ 1,150.10**	**$ 99,004.29**	**$ 8,250.36**	**$ 15,610.50**	**$ 7,672.83**	**$ 221.77**	**$ 7,894.60**
				$ 96,288.23		$ (759,484.68)							

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CITY OF DIBOLL
BUDGET PERFORMANCE INCREASE
2022-2023 Budget Analysis

Dept.	Position		21-22 Current Salaries	22-23 Proposed Salaries	Total Expense 28,954.97 2% Salary Increase	43,432.45 3% Salary Increase	57,909.94 4% Salary Increase	72,387.42 5% Salary Increase	86,864.90 6% Salary Increase
General Government									
1	City Manager	Jason Arnold							
1	City Secretary	Olvera Rosa							
1	Finance Director	Durham, Samantha J							
1	Accounts Billing	Concha, Mirna M							
Court									
2	Judge	Green, Bruce							
2	Court Clerk	Sims, Brooklyn							
2	*Court Clerk (2)*	*NEW HIRE*							
Police									
3	Police Chief	Skillern, Michael							
3	Lt./Asst	Williams, Norman							
3	Detective	Estrada, Felix							
3	Detective	Fulcher, Mark							
3	Patrol Sgt.	Munoz, Gerardo							
3	Patrol Sgt.	Rodriquez, Isaias							
3	Corporal	Clemens, Corey							
3	Corporal	Dean, Jeffery							
4	Patrol	Linebaugh, Sterling							
3	Patrol	Pantoja, Antonio							
3	Patrol	Pullen, Gary							
3	Patrol	Kelly Ray							
3	Patrol	Boots, Nicole							
3	Administration	NEW HIRE							
Code Compliance									
4	*Code Compliance*	*Lopez, Tino*							
Fire									
5	Fire Marshall	Roberts, Darrell							
Animal Control									
6	Animal Control	See Code Compliance							
Street									
7	Street Superintendant	Roberts Jr, Darrell G							
7	Street Operator	NEW HIRE							
7	Street Operator	Salas, Francisco							
7	Street Operator	Turner, Tristan							
Wastewater									
8	Wastewater Superintendent	Sarver, Bridget J							
8	Wastewater Operator	Scarborough, Moy							
8	Wastewater Operator	Turner, Katlin							
Utility									
9	Director	Richard, Joshua J							
9	Water Operator	Mosley, Joshua							
9	Water Operator	Nesbett III, James A							
9	Water Operator	Parsons, Timothy							
9	Water Operator	Luna, Omar							
9	Utility Clerk	Romero, Adriana I							
Parks & Recreation									
10	Lead Park Operator	Pope, Eric							
10	Park Operator	Dennings, Jamarcus							
10	Park Operator	Murrell, Randal D							
Civic Center									
11	Civic Center Attendant	Donna Bennefield							
					-	-	-	-	-
			$ 1,689,725.12	**$ 1,786,013.35**	997,199.28	1,006,975.74	1,016,752.20	1,026,528.67	1,036,305.13

$ 168,675.65

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2022 Salary Survey

POSITION	LUFKIN	LIVINGSTON	HUDSON	HUNTINGTON	GROVETON	JASPER	WOODVILLE	DIBOLL	AVERAGE	DIFFERENCE
City Manager	$165,000.00	$125,000.00	$153,953.51	$70,574.40		$147,368.00	$89,174.61	$125,000.00	$125,152.93	$152.93
City Secretary	$54,728.37	$38,913.84	$58,582.28	$50,086.40	$37,440.00	$33,448.00		$50,000.00	$46,171.27	-$3,828.73
Finance Director	$91,882.36	$68,095.17		$50,086.40		$75,192.00	$75,279.81	$80,000.00	$73,422.62	-$6,577.38
Accounts Payable Clerk	$34,623.23	$38,192.80	$41,256.78	$42,820.80		$29,120.00	$31,200.00	$28,827.20	$31,765.10	$2,937.90
Utility Billing Clerk	$26,027.87	$35,834.04	$41,185.78	$32,656.00	$30,680.00	$27,352.00		$29,827.20	$31,937.56	$2,110.36
Civic Center Attendant	$23,025.60						$24,960.00	$25,084.80	$24,356.80	-$728.00
Code Compliance Official	$31,491.20			$30,389.60		$40,248.00		$35,360.00	$34,372.20	-$987.80
Municipal Court Judge		$21,600.00		$21,000.00	$20,384.00		$31,436.09	$21,250.00	$23,134.02	$1,884.02
Municipal Court Clerk	$27,855.36	$29,410.66	$37,138.25	$29,993.60		$26,000.00	$31,200.00	$27,830.40	$29,918.32	$2,087.92
Fire Marshall								$7,605.00	$7,605.00	$0.00
Public Works Director	$62,587.20	$71,542.49	$75,764.83	$57,867.60		$75,920.00		$62,500.00	$65,911.73	$3,411.73
WWTP Superintendent	$60,000.00	$37,648.14	$60,372.40	$49,803.20		$61,048.00		$49,121.80	$52,998.92	$3,877.12
Utility Superintendent	$38,827.11	$37,648.14	$47,236.77	$49,803.20		$61,048.00	$41,600.00	$47,894.95	$46,294.02	-$1,600.93
Maintenance Operator - Water	$33,389.52	$30,899.58		$35,390.00		$31,200.00	$28,080.00	$30,680.00	$31,606.52	$926.52
Maintenance Operator - WW	$34,964.80	$34,107.36		$36,100.00		$31,200.00	$28,080.00	$29,972.80	$32,404.16	$2,431.36
Maintenance Operator - Street	$28,908.57	$30,899.58		$28,460.00		$30,200.00	$29,120.00	$28,870.40	$29,409.76	$539.36
Maintenance Operator - Parks	$25,085.35	$26,644.60				$27,352.00	$29,120.00	$24,544.00	$26,549.19	$2,005.19
Chief of Police	$120,188.43	$71,542.49	$58,848.40	$63,020.00	$37,440.00	$71,760.00		$95,000.00	$73,971.33	-$21,028.67
Asst. Chief of Police	$95,680.00			$49,890.00		$54,496.00		$70,310.16	$67,594.04	-$2,716.12
Detective	$71,775.65	$48,192.80		$49,890.00		$52,000.00		$59,862.40	$56,344.17	-$3,518.23
Patrol Sargeant	$71,775.65	$50,632.56	$45,718.24	$49,890.00		$52,000.00		$50,996.40	$53,502.14	$2,505.74
Corporal	$65,339.30								$65,339.30	$65,339.30
Police Officer	$50,101.72	$43,660.29	$25,370.67	$46,166.80	$31,200.00	$41,704.00	$31,200.00	$47,698.56	$39,637.76	-$8,060.81

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2022 PD Salary Schedule

Officers 3% each year then 5% at year 5. 2% each year till 5@10 3% 5%
Corporal and Sergeant same, but begins when rank begins, not hire date

1	New Officer	$	48,500	Corporal	$	52,500	Sergeant	$	61,000	A/C $ 75,000 COP $ 95,000
2		$	49,955		$	54,075		$	62,830	
3		$	51,454		$	55,697		$	64,715	
4		$	52,997		$	57,368		$	66,656	
5		$	54,587		$	59,089		$	68,656	
6		$	57,317		$	62,044		$	72,089	
7		$	59,036		$	63,905		$	74,252	
8		$	60,807		$	65,822		$	76,479	
6		$	62,631		$	67,797		$	78,773	
9		$	64,510		$	69,831		$	81,137	
10		$	67,736		$	73,322		$	85,193	

$ 810,731

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CITY OF DIBOLL
Overtime
2022-2023 Budget Analysis

Department			2019-2020	2020-2021	2021-2022, Amended Budget	Prior 3 year Average	2022-2023 Proposed
1	Overtime	01-01-4810	$ 152.69	$ 131.22	$ 200.00	$ 161.30	$ 161.00
2	Overtime	01-02-4810	$ 329.75	$ 250.80	$ 114.31	$ 231.62	$ 232.00
3	Overtime	01-03-4810	$ 52,347.32	$ 53,800.99	$ 47,000.00	$ 51,049.44	$ 51,049.00
4	Overtime	01-06-4810	$ 286.22	$ -	$ 400.00	$ 228.74	$ 229.00
7	Overtime	01-07-4810	$ 1,018.99	$ 463.85	$ 3,891.14	$ 1,791.33	$ 1,791.00
8	Overtime	02-08-4810	$ 11,147.40	$ 9,193.54	$ 7,387.69	$ 9,242.88	$ 9,243.00
9	Overtime	02-09-4810	$ 15,696.68	$ 13,813.15	$ 6,299.80	$ 11,936.54	$ 11,937.00
10	Overtime	01-10-4810	$ 1,503.76	$ 630.02	$ 268.27	$ 800.68	$ 801.00
11	Overtime	03-11-4810	$ 164.86	$ -	$ 1,033.07	$ 399.31	$ 399.00

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CITY OF DIBOLL
Tax Rate, Debt Service
2022-2023 Budget Analysis

Debt Service Worksheet 2022-2023 ame of Taxing Unit: City of Diboll

Schedule A: Unencumbered Fund Balance - The following estimated balances will be left in the unit's property tax accounts at the end of the fiscal year. These will be paid from property tax revenues (or additional sales tax revenues, if applicable).

Fund Type	Balance	Fund Type	Balance
General Fund	650,000.00		
Debt Service Fund	50,000.00		

Schedule B: Debt Service - The unit plans to pay the following amounts for long-term debts that are secured by property taxes. These will be paid from property tax revenues (or additional sales tax revenues, if applicable).

Amount (if any) paid from Schedule A:	145,318.76
Amount (if any) paid from other resources:	593,416.80

Debt Description	Principal	Interest	Other Amount	Total
Series 2020, GO Refunding	95,000.00	50,018.76	300.00	145,318.76
Series 2019, GO Refunding	190,000.00	101,250.00	300.00	291,550.00
SIB LOAN	22,978.00	-	-	22,978.00
TWDB	105,000.00	63,749.50	300.00	169,049.50
PSI	-	109,839.30		109,839.30

Complete and return form to: Billie Page, Tax Assessor-Collector at bpage@angelinacounty.net 671-5100 Direct Line

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CITY OF DIBOLL
Outstanding Loans
2022-2023 Budget Analysis

PNCEF - Freightliner Fire Truck

Loan Data

Original Principal	$ 309,936.00
Loan Term (Years)	10
Annual Interest Rate	3.37%
Payments per Year	1
Payment	$36,315.53
Additional Principal	$0.00

LOAN NO. 188374000

Month	Payment	Interest	Principal	Balance	Due Date
0				309,936.00	2/10/2015
3	36,315.53	10,444.84	25,870.69	277,940.30	7/28/2015
4	36,315.53	9,366.59	26,948.94	250,991.36	7/28/2016
5	36,315.53	8,458.41	27,857.12	223,134.19	7/28/2017
6	36,315.53	7,519.62	28,795.91	194,338.28	7/28/2018
7	36,315.53	6,549.20	29,766.33	164,571.94	7/28/2019
8	36,315.53	5,546.08	30,769.45	133,802.49	7/28/2020
9	36,315.53	4,509.14	31,806.39	101,996.11	7/28/2021
10	36,315.53	3,437.27	32,878.26	69,117.85	7/28/2022
11	36,315.53	2,329.27	33,986.26	35,131.59	7/28/2023
12	36,315.53	1,183.94	35,131.59	(0.00)	7/28/2024

SIB LOAN

Loan Data

Original Principal	$ 225,000.00
Loan Term (Years)	10
Annual Interest Rate	0-.76%
Payments per Year	1
Payment	$22,978.00
Additional Principal	$0.00

Month	Payment	Interest	Principal	Balance	Due Date
0				225,000.00	4/23/2021
1	22,978.00	-	22,978.00	202,022.00	4/23/2022
2	22,978.00	-	22,978.00	179,044.00	4/23/2023
3	22,978.00	-	22,978.00	156,066.00	4/23/2024
4	22,978.05	1,186.10	21,791.95	134,274.05	4/23/2025
5	22,978.05	1,020.48	21,957.57	112,316.48	4/23/2026
6	22,978.05	853.61	22,124.44	90,192.04	4/23/2027
7	22,978.05	685.46	22,292.59	67,899.45	4/23/2028
8	22,978.05	516.04	22,462.01	45,437.44	4/23/2029
9	22,978.05	345.32	22,632.73	22,804.71	4/23/2030
10	22,978.05	173.34	22,804.71	-	4/23/2031

PSI LOAN

PAYMENT SCHEDULE

Principal Amount: $5,606,325
Interest Rate: 3.68%; 30/360 basis
Rental Payments will be made in accordance with **Section 9** and this Payment Schedule.

** To be paid from Escrow

Rental Payment Date	Total Rental Payment	Principal Portion	Interest Portion	Purchase Price*
06/01/2023	$ 190,839.30**	$ 0.00	$ 190,839.30	NPP
06/01/2024	369,302.76	162,990.00	206,312.76	NPP
06/01/2025	372,175.73	171,861.00	200,314.73	NPP
06/01/2026	377,937.24	183,947.00	193,990.24	NPP
06/01/2027	383,790.99	196,570.00	187,220.99	NPP
06/01/2028	389,738.22	209,751.00	179,987.22	NPP
06/01/2029	395,779.38	223,511.00	172,268.38	NPP
06/01/2030	401,917.18	237,874.00	164,043.18	NPP
06/01/2031	408,152.41	252,863.00	155,289.41	$4,046,297.16
06/01/2032	414,487.05	268,503.00	145,984.05	3,772,424.10
06/01/2033	414,921.14	278,818.00	136,103.14	3,488,029.74
06/01/2034	414,920.64	289,078.00	125,842.64	3,193,170.18
06/01/2035	414,920.57	299,716.00	115,204.57	2,887,459.86
06/01/2036	414,921.02	310,746.00	104,175.02	2,570,498.94
06/01/2037	414,920.57	322,181.00	92,739.57	2,241,874.32
06/01/2038	414,921.31	334,038.00	80,883.31	1,901,155.56
06/01/2039	414,920.71	346,330.00	68,590.71	1,547,898.96
06/01/2040	414,920.77	359,075.00	55,845.77	1,181,642.46
06/01/2041	414,920.81	372,289.00	42,631.81	801,907.68
06/01/2042	414,921.57	385,990.00	28,931.57	408,197.88
06/01/2043	414,921.14	400,194.00	14,727.14	0.00
Totals	$8,268,250.51	$5,606,325.00	$2,661,925.51	

GENERAL

Series 2020	Principal	Interest	Total Payment
2022-2023	$ 95,000.00	$ 50,018.75	$ 145,018.75
2023-2024	$ 100,000.00	$ 45,143.75	$ 145,143.75
2024-2025	$ 95,000.00	$ 40,268.75	$ 135,268.75
2025-2026	$ 100,000.00	$ 35,393.75	$ 135,393.75
2026-2027	$ 105,000.00	$ 30,268.75	$ 135,268.75
2027-2028	$ 110,000.00	$ 26,543.75	$ 136,543.75
2028-2029	$ 115,000.00	$ 24,293.75	$ 139,293.75
2029-2030	$ 120,000.00	$ 21,943.75	$ 141,943.75
2030-2031	$ 125,000.00	$ 19,493.75	$ 144,493.75
2031-2032	$ 125,000.00	$ 16,915.63	$ 141,915.63
2032-2033	$ 130,000.00	$ 14,206.25	$ 144,206.25
2033-2034	$ 130,000.00	$ 11,281.25	$ 141,281.25
2034-2035	$ 135,000.00	$ 8,134.38	$ 143,134.38
2035-2036	$ 135,000.00	$ 4,928.13	$ 139,928.13
2036-2037	$ 140,000.00	$ 1,662.50	$ 141,662.50

UTILITY

Series 2019	Principal	Interest	Total Payment
2022-2023	$ 200,000.00	$ 91,500.00	$ 291,500.00
2023-2024	$ 210,000.00	$ 81,250.00	$ 291,250.00
2024-2025	$ 225,000.00	$ 70,375.00	$ 295,375.00
2025-2026	$ 235,000.00	$ 58,875.00	$ 293,875.00
2026-2027	$ 245,000.00	$ 46,875.00	$ 291,875.00
2027-2028	$ 260,000.00	$ 34,250.00	$ 294,250.00
2028-2029	$ 270,000.00	$ 21,000.00	$ 291,000.00
2029-2030	$ 285,000.00	$ 7,125.00	$ 292,125.00

UTILITY

TWDB	Principal	Interest	Total Payment
2022-2023	$ 105,000.00	$ 63,749.50	$ 168,749.50
2023-2024	$ 110,000.00	$ 62,567.00	$ 172,567.00
2024-2025	$ 115,000.00	$ 61,329.50	$ 176,329.50
2025-2026	$ 115,000.00	$ 60,064.50	$ 175,064.50
2026-2027	$ 120,000.00	$ 58,772.00	$ 178,772.00
2027-2028	$ 120,000.00	$ 57,452.00	$ 177,452.00
2028-2029	$ 120,000.00	$ 56,132.00	$ 176,132.00
2029-2030	$ 120,000.00	$ 54,812.00	$ 174,812.00
2030-2031	$ 125,000.00	$ 53,464.50	$ 178,464.50
2031-2032	$ 125,000.00	$ 52,089.50	$ 177,089.50
2032-2033	$ 130,000.00	$ 50,687.00	$ 180,687.00
2033-2034	$ 130,000.00	$ 49,257.00	$ 179,257.00
2034-2035	$ 130,000.00	$ 47,794.50	$ 177,794.50
2035-2036	$ 135,000.00	$ 46,183.00	$ 181,183.00
2036-2037	$ 135,000.00	$ 44,367.25	$ 179,367.25
2037-2038	$ 135,000.00	$ 42,382.75	$ 177,382.75
2038-2039	$ 140,000.00	$ 40,209.00	$ 180,209.00
2039-2040	$ 140,000.00	$ 37,857.00	$ 177,857.00
2040-2041	$ 145,000.00	$ 35,333.75	$ 180,333.75
2041-2042	$ 145,000.00	$ 32,658.50	$ 177,658.50
2042-2043	$ 150,000.00	$ 29,833.00	$ 179,833.00
2043-2044	$ 150,000.00	$ 26,863.00	$ 176,863.00
2044-2045	$ 155,000.00	$ 23,751.25	$ 178,751.25
2045-2046	$ 160,000.00	$ 20,451.00	$ 180,451.00
2046-2047	$ 160,000.00	$ 17,035.00	$ 177,035.00
2047-2048	$ 165,000.00	$ 13,508.25	$ 178,508.25
2048-2049	$ 170,000.00	$ 9,814.50	$ 179,814.50
2049-2050	$ 175,000.00	$ 5,958.75	$ 180,958.75
2050-2051	$ 175,000.00	$ 1,995.00	$ 176,995.00

PROPOSED

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City of Diboll
Fund Balance Policy Analysis

Fund No	Fund	Est 9/30/2022 Ending Fund Balance	Est Capital Assets	Adjusted FB	22-23 Expenditures	Reserv e %	Fund Balance Minimum	To cover Deficit Funds	Required FB to Cover	to/from Restricted Project Fund
1	General Fund	$ 1,085,063.17	$ -	$1,085,063.17	$3,554,500.43	25%	$ 888,625.11	$ 49,809.00	$ 938,434.11	$ 146,629.06
2	Water, Sewer &	$ 4,165,653.52	$3,881,660.00	$ 283,993.52	$2,193,416.48	16%	$ 350,946.64		$ 350,946.64	$ (66,953.12)
3	Recreation	$ (49,809.00)	$ -	$ (49,809.00)		0%				

PROPOSED

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City of Diboll Volunteer Fire Department

2022 July Council Report

July 5th

- Pledge
- Incident Reports
- Business meeting
- Discussion on radios for trucks
- Reviewed new budget for fireman

Firemen present (12)

July 12th

- Pledge
- Incident reports
- Council meeting

Fireman present (12)

July 19th

- Pledge
- Incident Reports
- Discussion on new members
- Cleaned fire station
- Next meeting will be in Beulah

Fireman present (12)

July 26th

- Pledge
- Incident reports
- Meeting in Beulah Station
- Discussion on radios and towers
- Cleaned station replaced broken items on trucks

Fireman Present (8)

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City of Diboll Volunteer Fire Department

July Emergency Incidents (12)

July 1st 13:33

- **Call # 22006130**
  211 Morris rd
  Tree on power line
  Out of City
  Trucks 55
  Diboll Fire personnel responded (6)
  501,505,514,515,529,535

July 6th 6:53

- **Call # 22006253**
  59s 1 mile out city limit
  Disabled truck
  Out City
  Trucks 54
  Diboll Fire personnel responded (5)
  510,515,516,522,536

July 6th 13:16

- **Call # 22006260**
  59n passed airport rd
  Truck on fire
  Out of City
  Trucks 54
  Diboll Fire personnel responded (7)
  505,513,515,522,525,535,536

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City of Diboll Volunteer Fire Department

July 9th 16:48

- **Call # 22006373**
  2497 & Burkhalter Hollow
  Fire in ditch
  Trucks 54
  Out of City
  Diboll Fire personnel responded (6)
  514,522,525,527,535,536

July 10th 19:07

- **Call # 22006395**
  Rt 1 box 15
  Beer store burning trash got out of hand
  In City
  Truck 63
  Diboll Fire personnel responded (7)
  501,514,515,525,527,535,536

July 11th 12:49

- **Call # 22006451**
  729 old Diboll hwy
  Grass fire
  Out of City
  Truck 54,
  Diboll Fire personnel responded (8)
  501,510,513,515,522,525,535,536

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City of Diboll Volunteer Fire Department

July 15th 13:37

- **Call # 22006519**
  10019 red oak ln
  Gas leak
  Trucks 55
  In City
  Diboll Fire personnel responded (3)
  501,515,522

July 15th 16:20

- **Call # 22006522**
  Hendrix north of poulands
  Grass fire
  In city
  Trucks 55
  Diboll Fire personnel responded (4)
  513,515,522,523

July 22nd 16:12

- **Call # 22006690**
  700 borden
  GP fire in bag house
  In city
  Trucks 54,55
  Diboll Fire personnel responded (7)
  501,510,513,515,522,525,535

July 23rd 14:45

- **Call # 22006708**
  4002 southwood dr
  Grass fire mutual aid
  Out of city
  Trucks 54,58,62,63
  Diboll Fire personnel responded (8)

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501,510,513,515,522,525,527,535

July 23rd 16:37

- **Call # 22006709**
  348 smith wheeler rd
  Grass fire
  In city
  Trucks 54,63
  Diboll Fire personnel responded (7)
  501,510,513,515,522,527,535

July 29th 17:34

- **Call # 22006890**
  199 Blue jay
  Small propane bottle on fire
  Out of city
  Trucks 55
  Diboll Fire personnel responded (4)
  501,514,515,535

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Diboll Police Department

Monthly Stats

July 2022

Calls for Service – **359**

Incident Reports – **72**

Accidents – **4**

Extra Patrols/Patrol Request – **13**

Traffic Stops **- 387**

Arrest Total – **25**

- Felony – **20**
- Misdemeanor – **5**

400 Kenley · P.O. Box 340 · Diboll, Texas 75941 · (936) 829-5586 · Fax (936) 829-5436 · gmunoz@cityofdiboll.com

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Project Updates

PSI

UCRM-1 City Hall/Safety Center: Roofing, Fencing, Siding/Painting
Contractor has been approved and materials ordered. Tentative start date of 8-8-2022 on roof.

UCRM-2 SCADA Upgrades: Wastewater facility-HMI/Workstation, Wastewater Treatment Facility, Elevated Storage Tanks (2), Northside Pump Station and Ground Storage, Water Wells (5), Lift Stations (5)

UCRM-3 Lighting Upgrades:
Storage containers should be delivered first week of August.

Urcm-4 HVAC/BAS Upgrades: Contractor approved and Inspections have started.

UCRM-5 Water Meter AMI: Neptune AMI Meter System
Time line has been moved back to March due to delay in meter production.

WWTP/TWBD

We are still working on the environmental clearance with TWDB. We spoke with them and they are backlogged. They are processing in the order received. While we are waiting, we are reaching out to venders to get updated budget quotes. 10% completed

ARPA

Surveying has been completed. KSA is working on the design model for the project. 15% completed

SSO PLAN

Start date will be the City FY2023 budget. 10% completed

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Department Projects

Forest Haven: Replaced 7 guard lights 100% complete

Exterior door replacement on facility buildings at WWTP :. 100% Completed

Old Orchard Park bridge: Received quote of $5000 to replace decking on bridge. Looking into funding options. Pending

#18 golf course bridge: The water line has started leaking in another spot. Repairs scheduled for 8-10-2022We will excavate the sediment on both sides of the bridge. Then we will be able to further inspect and repair as needed. 30% completed

Well #4: Well has been placed back in service. 100% completed

Ditch excavation and culvert replacement:

Holubec Street- Removal of 6 culverts and re-set to grade. Excavate 900 feet of ditch line. 10% completed

Lawrence Street- Removal of 7 culverts and re-set to grade. Excavate 1310 feet of ditch line. Pending

Carter Street- After more inspection I feel the culverts will not be needed, We will level with foundation dirt and place 4-inch rip-rap to prevent further erosion. Pending

Cozy Circle - Removal of 6 culverts and re-set to grade. Excavate 410 feet of ditch line. Pending

OC Scott and Lynn- Benita Duffield asked me to look into the drainage issue at this location. It appears that Lynn St. catches all of the drainage from Ash St. and the housing authority. I suggest that we cut a ditch behind the houses on Lynn St. and try to divert the drainage toward Maynard. I would like to observe this area during the next heavy rainfall event. We want to make sure we capture the runoff at the highest point of entry onto the property affected. Pending

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DIBOLL, TX MUNICIPAL COURT

Fees and Fines Collection & Activity Report

As of June 30, 2022

LINEBARGER
ATTORNEYS AT LAW

Linebarger Goggan Blair & Sampson, LLP

PROPRIETARY AND CONFIDENTIAL INFORMATION

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Collections & Activity Summary

Collection Disposition Summary - June 2022	
Citations Assigned	0
Amount Assigned	$0
Citations Collected	84
Amount Collected	$26,432
Citations Cancelled	6
Amount Cancelled	$2,568
Citations Resolved	90
Amount Resolved	$28,999

Collection Disposition Summary - Contract to Date	
Citations Assigned	27,754
Amount Assigned	$9,524,380
Citations Adjusted	1,587
Amount Adjusted	($66,686)
Citations Collected	5,380
Amount Collected	$1,757,076
Citations Cancelled	984
Amount Cancelled	$345,975
Citations Resolved	6,364
Amount Resolved	$2,103,051
Dollar Resolution Rate	22.8%

Collection Activity - June 2022		
Letters		92
Address/Phone Updated		18
Phone Activity	Inbound	11
	Outbound	1,407

Collection Activity - Contract to Date		
Letters		58,940
Address/Phone Updated		11,874
Phone Activity	Inbound	3,840
	Outbound	199,385

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Status of Open Accounts

Status	Count	Amount
ACT - Active Account	21,108	$7,195,639
ATT - Attorney Contact Only	5	$1,437
BKR - Bankruptcy	2	$657
DEC - Deceased No Estate Or Beyond Claim	110	$35,711
DIS - Disputed	20	$6,475
INC - Incarcerated	86	$28,362
PRM - Promise Payment	104	$34,276
REF - Refuse To Pay	11	$3,678
SKP - Skip Tracing for Phone	21	$6,960
SWC - Stop Work Per Client	168	$40,735
SWF - Stop Work Per Firm	1	$432
Total	**21,636**	**$7,354,361**

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Monthly Collection Activity
Last 24 Months

Year	Month	Letters Mailed	Address/Phone Updated	Phone Activity		Dollars Collected
				Inbound	Outbound	
2022	June	92	18	11	1,407	$26,432
	May	5	30	11	1,328	$30,224
	April	181	24	20	1,365	$67,268
	March	53	15	70	1,601	$25,600
	February	6,283	8	100	1,292	$27,011
	January	519	407	47	1,564	$12,779
2021	December	115	25	14	2,079	$26,162
	November	215	41	39	2,685	$43,323
	October	588	82	76	1,577	$0
	September	2,352	126	60	1,152	$24,620
	August	972	310	63	1,185	$21,128
	July	71	169	45	1,664	$34,447
	June	883	234	114	1,522	$78,143
	May	165	32	10	1,495	$0
	April	202	32	11	1,099	$108,963
	March	327	39	144	874	$26,018
	February	4,375	288	44	752	$21,216
	January	900	565	95	1,317	$14,323
2020	December	15	33	5	1,570	$19,928
	November	105	28	43	1,897	$26,412
	October	626	42	57	2,625	$21,766
	September	2,034	132	86	2,840	$30,871
	August	688	265	65	2,785	$28,443
	July	122	125	20	3,559	$31,837
	June	130	252	22	1,599	$36,082
Total*		**22,018**	**3,322**	**1,272**	**42,833**	**$782,997**

***Total Amounts noted represent the last 24 months & not contract to date.**

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Portfolio Analysis
Outstanding Placements

	Accounts	Dollars	Acct. Pct.	Dollar Pct.	Average Balance
ALL ACCOUNTS	21,636	$7,354,361.33	100.00%	100.00%	$339.91
ADDRESSES					
No Mailing Address	26	$8,751.70	0.12%	0.12%	$336.60
Returned Mail	3,094	$1,015,973.01	14.30%	13.81%	$328.37
Good Address	18,516	$6,329,636.62	85.58%	86.07%	$341.85
OFFENSE AGE					
One Year or Less	625	$250,440.50	2.89%	3.41%	$400.70
1-2 Years	1,335	$527,227.65	6.17%	7.17%	$394.93
2-3 Years	1,153	$451,814.28	5.33%	6.14%	$391.86
+3 Years	18,523	$6,124,878.90	85.61%	83.28%	$330.66
PLACEMENT AGE					
One Year or Less	1,425	$563,236.20	6.59%	7.66%	$395.25
1-2 Years	923	$363,669.63	4.27%	4.94%	$394.01
2-3 Years	1,848	$701,974.49	8.54%	9.55%	$379.86
+3 Years	17,440	$5,725,481.01	80.61%	77.85%	$328.30

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Offense Age of Placements
Last 13 Months

	2015 & PRIOR	2016	2017	2018	2019	2020	2021	2022	Total Placements
June 2022	-	-	-	-	-	-	-	-	**0**
May 2022	-	-	-	-	-	-	-	-	**0**
April 2022	-	-	-	-	-	-	79 100.00%	-	**79**
March 2022	-	-	-	-	-	-	261 96.31%	10 3.69%	**271**
February 2022	-	-	-	-	-	-	-	-	**0**
January 2022	-	-	-	-	-	-	-	-	**0**
December 2021	-	-	-	-	-	-	28 100.00%	-	**28**
November 2021	-	-	-	-	-	-	152 100.00%	-	**152**
October 2021	-	-	-	-	-	-	275 100.00%	-	**275**
September 2021	-	-	-	-	-	-	233 100.00%	-	**233**
August 2021	-	-	-	-	-	1 0.33%	301 99.67%	-	**302**
July 2021	2 1.08%	-	-	-	-	-	184 98.92%	-	**186**
June 2021	-	-	-	-	-	2 28.57%	5 71.43%	-	**7**

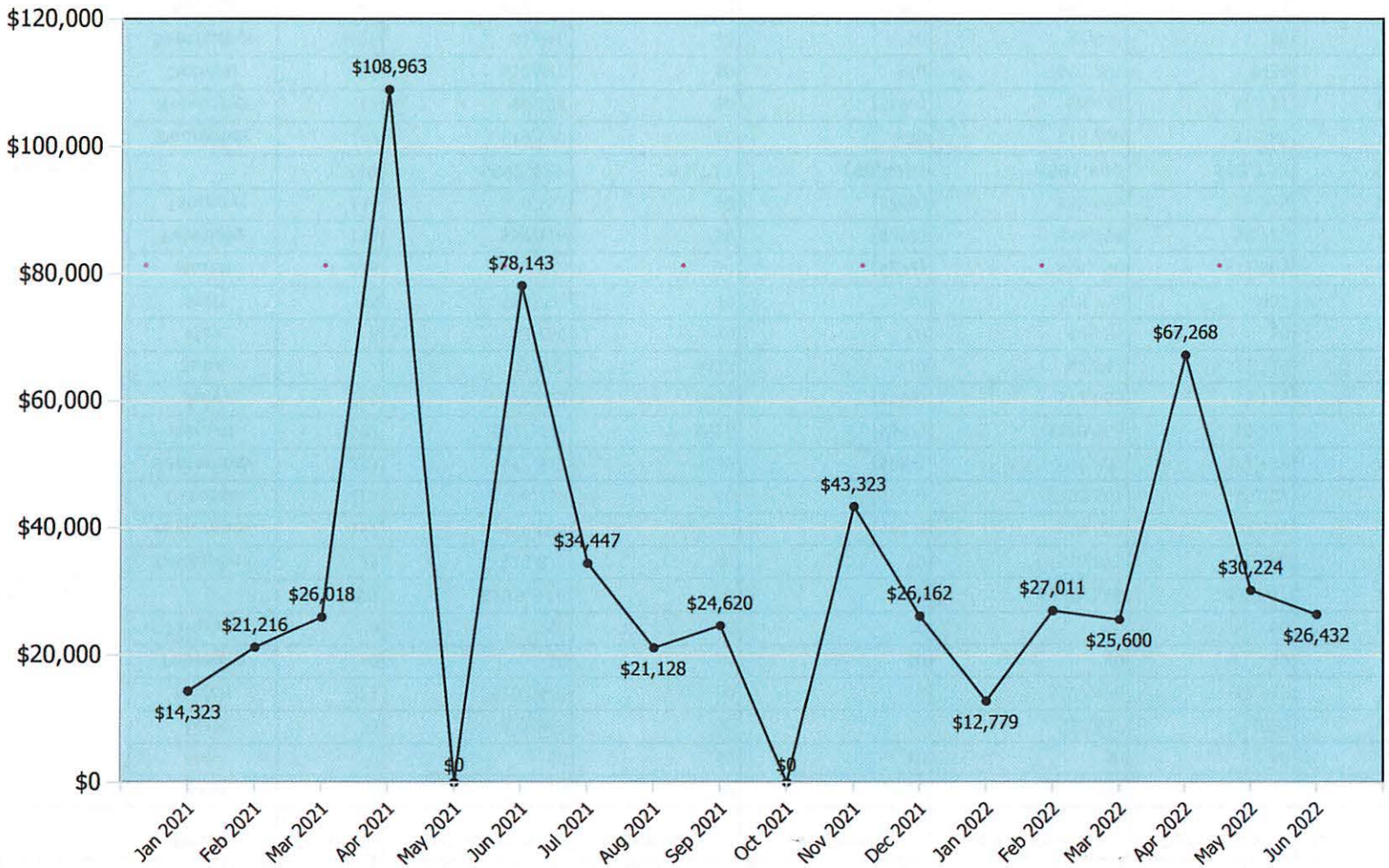
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Placement Activity Summary
Contract to Date

Year	Month	Count #	Orig Placement $	Cancelled $	Adjustment $	Net Placement $	Collected $	Collected %
	June	0	$0	$0	$0	$0	$0	0.00%
	May	0	$0	$0	$0	$0	$0	0.00%
	April	79	$31,857	$0	$0	$31,857	$828	2.60%
	March	271	$107,470	$0	$0	$107,470	$2,919	2.72%
	February	0	$0	$0	$0	$0	$0	0.00%
	January	0	$0	$0	$0	$0	$0	0.00%
2022 Summary		**350**	**$139,326**	**$0**	**$0**	**$139,326**	**$3,747**	**2.69%**
	December	28	$10,825	$0	$0	$10,825	$1,240	11.46%
	November	152	$59,088	$0	($434)	$58,653	$2,631	4.49%
	October	275	$108,759	$0	($196)	$108,563	$5,122	4.72%
	September	233	$92,817	$325	($784)	$91,709	$11,493	12.53%
	August	302	$121,429	$516	($347)	$120,566	$9,282	7.70%
	July	186	$73,659	$438	($559)	$72,663	$5,115	7.04%
	June	7	$2,955	$438	$30	$2,547	$1,319	51.80%
	May	8	$3,154	$0	$0	$3,154	$0	0.00%
	April	45	$18,702	$0	$0	$18,702	$402	2.15%
	March	238	$95,372	$0	($222)	$95,150	$11,004	11.56%
	February	134	$54,116	$0	($212)	$53,904	$5,720	10.61%
	January	141	$56,151	$0	($746)	$55,405	$10,375	18.73%
2021 Summary		**1,749**	**$697,027**	**$1,717**	**($3,470)**	**$691,840**	**$63,703**	**9.21%**
	December	47	$19,170	$0	$30	$19,200	$1,580	8.23%
	November	17	$6,828	$0	($198)	$6,629	$2,731	41.19%
	October	26	$10,241	$0	$50	$10,291	$434	4.21%
	September	5	$1,946	$0	$0	$1,946	$0	0.00%
	August	149	$59,271	$1,123	($945)	$57,203	$11,703	20.46%
	July	277	$106,021	$3,715	($1,021)	$101,285	$16,918	16.70%
	June	309	$123,083	$1,340	($392)	$121,350	$23,304	19.20%
2020 Summary		**1,370**	**$533,385**	**$8,620**	**($4,731)**	**$520,034**	**$95,226**	**18.31%**
2019 Summary		**2,114**	**$792,156**	**$13,407**	**($8,703)**	**$770,047**	**$165,962**	**21.55%**
2018 Summary		**878**	**$331,523**	**$10,131**	**($3,333)**	**$318,059**	**$91,417**	**28.74%**
2017 Summary		**21,293**	**$7,030,961**	**$312,100**	**($46,448)**	**$6,672,413**	**$1,337,020**	**20.04%**

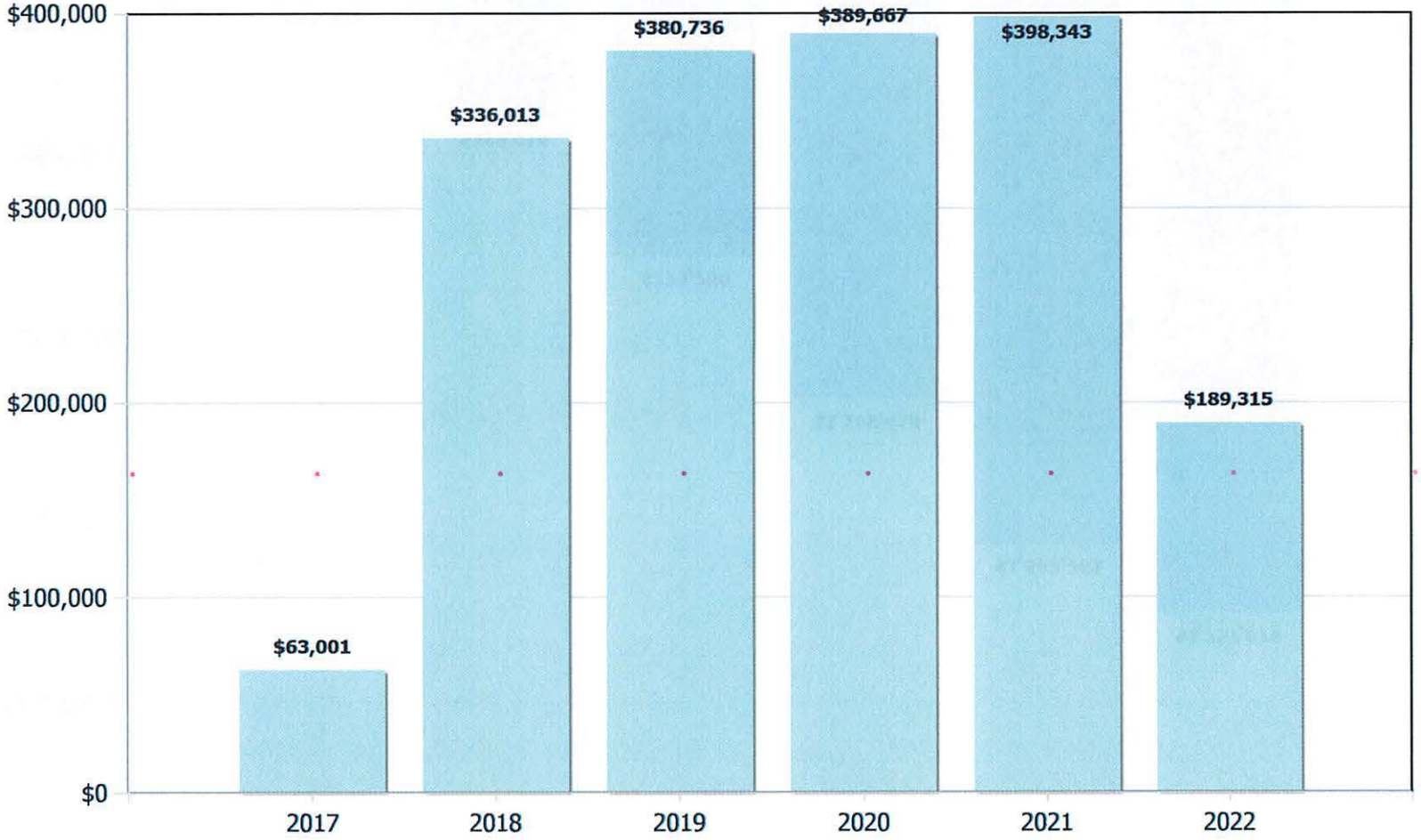
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Monthly Collections
Last 18 Months



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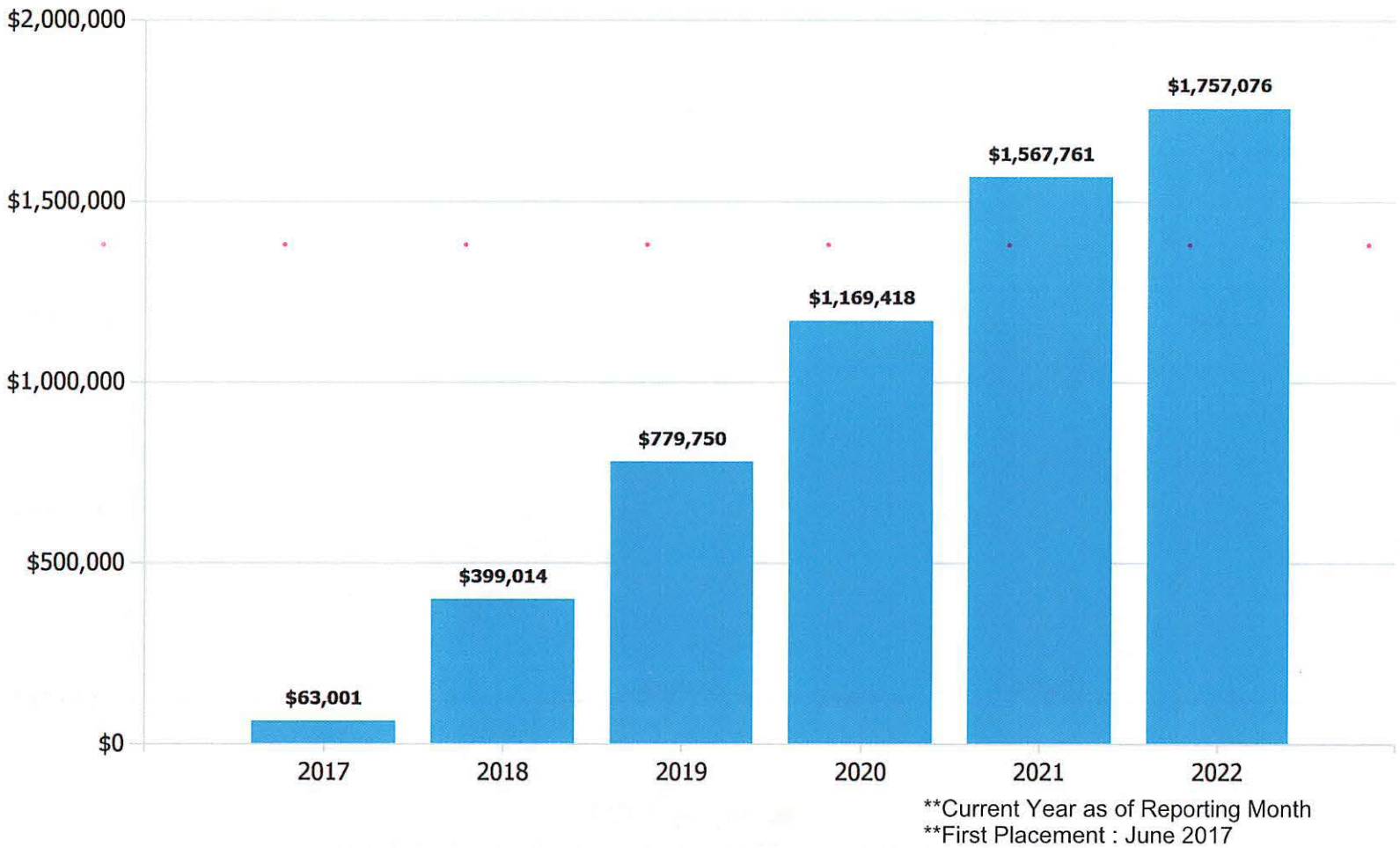
Delinquent Court Fees & Fines Annual Collections
Last 6 Years



***Current Year as of Reporting Month
***First Placement : June 2017

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Delinquent Fees & Fines Cumulative Collections



**Current Year as of Reporting Month
**First Placement : June 2017

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MINUTES OF THE GOVERNING BODY OF THE CITY OF DIBOLL, TEXAS REGULAR SESSION MEETING ON TUESDAY, AUGUST 9, 2022, AT 5:15 P.M., IN THE DIBOLL CITY HALL CHAMBERS.

COUNCIL PRESENT

Mayor Trey Wilkerson, Mayor Pro Tem Daniel Lopez, Councilmembers Benita Sheffield Duffield, Brian Moreno, Luis Maldonado, Ray Williams, Jr. and Ruben Terrazas.

COUNCIL ABSENT

None

STAFF PRESENT

City Manager Jason A. Arnold, City Secretary Rosa Olvera, Chief of Police Michael Skillern, Public Works Director Joshua Richard, Code Compliance Official Tino Lopez and Fire Chief Aaron Smith.

Call to Order: Mayor Trey Wilkerson called the meeting to order at 5:15p.m.

Mayor Wilkerson gave the invocation, then led the Pledge of Allegiance which was recited by those in attendance.

CITIZENS PRESENTATION: (Limited to 3 minutes)
This item provides the opportunity to address the City Council on any matter whether or not it is posted on the agenda. However, in accordance with the Texas Open Meetings Act, Section 551.041, the Council cannot discuss, deliberate, or take any action on matters not listed on the agenda. At this time, the Council will receive citizen comments, and if necessary, may refer the matter to City staff for research, resolution, or referral to Council on a future agenda.

Public Participation: None

Item #1: CONSENT AGENDA: All matters listed under Consent Agenda are considered to be routine by the City Council and will be enacted by one motion. There will not be separate discussion. If discussion is desired, that item will be removed from the consent agenda and will be considered separately. Consider approval of the following reports:

a. Minutes from July 12, 2022, Regular Session Meeting
b. Minutes from July 13, 2022, Budget Workshop
c. Financial Statement for July 2022
d. 12-Month Attendance Record for July 2022
e. Investment Report for June 2022

Daniel Lopez made the motion to approve and Brian Moreno second.
All in Favor, none opposed, motion carries.

Item #2: Consideration and possible action to approve Local General Procurement Policies and Procedures Statement.
Luis Maldonado made the motion to approve and Brian Moreno second.

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All in Favor, none opposed, motion carries.

Item #3: Consideration and possible action to approve the Piney Woods Sanitation Waste Collection Service Contract modification #4 to be effective December 1, 2022.

Mike Wilson & Sonny Hubbard with Piney Woods Sanitation Waste Collection Service were both present at the meeting.
Ruben Terrazas made the motion to approve and Daniel Lopez second.
All in Favor, none opposed, motion carries.

Item #4: Consideration and possible action to approve Resolution 2022-08-001, First Amendment to Installation Contract of the Lease Purchase Agreement with PSI.

Brian Moreno made the motion to approve and Ray Williams, Jr. second.
All in Favor, none opposed, motion carries.

Item #5: Public Hearing - 2022 Tax Year Proposed Property Tax Rate for City of Diboll.

Public Participation: None

Item #6: Consideration and possible action to approve Property Tax Rate Ordinance 2022-08-001.

Reading the required language, Brian Moreno made the motion to approve and Luis Maldonado second. All in Favor, none opposed, motion carries.

Item #7: Public Hearing – First Reading of the Proposed Fiscal Year 2022-2023 Budget for the City of Diboll.

Public Participation: None

Item #8: DEPARTMENT HEAD REPORTS

a. Fire Department Report
b. Police Department Report
c. Public Works Report
d. Finance & Court
e. City Manager Report

Adjournment

Mayor Wilkerson called to adjourn at 5:30p.m.

Minutes of the June 14, 2022 Regular Session Meeting approved by council on this the 13th day of September, 2022.

Trey Wilkerson, Mayor

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ATTEST BY:

Rosa M. Olvera

Rosa M. Olvera, City Secretary

STATE OF TEXAS §
ANGELINA COUNTY §
CITY OF DIBOLL §



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NOTICE OF MEETING
OF THE
CITY OF DIBOLL CITY COUNCIL

The City Council will meet in a regular session meeting in the City Hall Council Chambers, located at 400 Kenley, Diboll, Texas, on Tuesday, September 13, 2022, at 5:15p.m.

Call to Order

Invocation

Pledge of Allegiance

CITIZENS PRESENTATION: (Limited to 3 minutes)
This item provides the opportunity to address the City Council on any matter whether or not it is posted on the agenda. However, in accordance with the Texas Open Meetings Act, Section 551.041, the Council cannot discuss, deliberate, or take any action on matters not listed on the agenda. At this time, the Council will receive citizen comments, and if necessary, may refer the matter to City staff for research, resolution, or referral to Council on a future agenda.

Item #1: CONSENT AGENDA: All matters listed under Consent Agenda are considered to be routine by the City Council and will be enacted by one motion. There will not be separate discussion. If discussion is desired, that item will be removed from the consent agenda and will be considered separately. Consider approval of the following reports:

a. Minutes from August 9, 2022, Regular Session Meeting
b. Financial Statement for August 2022
c. 12-Month Attendance Record for August 2022

Item #2: Oath of office administered to newly hired Police Officer.

Item #3: Consideration and possible action to approve Resolution 2022-09-001, grant application for the Community Threat Rapid Response.

Item #4: Consideration and possible action to approve Resolution 2022-09-002, construction of Disc Golf Course in Old Orchard Park.

Item #5: Consideration and possible action to approve Animal Control Ordinance 2022-09-001.

Item #6: Consideration and possible action to approve City of Diboll Parks User Agreement Policy for Travel/Select Teams.

Item #7: Consideration and possible action to adopt Ordinance 2022-09-002, approving and documenting a revised 2021 fee schedules, combining all categories of fees, for the City of Diboll.

Item #8: Consideration and possible action to approve Ordinance 2022-09-003 for the sixth amendment to the 2021-2022 Operating Budget.

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Item #9: Discussion of lease agreement of Neches Pines Golf Course ending December 31, 2022.

Item #10: PUBLIC HEARING – Second Reading of the Proposed 2022-2023 Fiscal Year Operating Budget for the City of Diboll.

Item #11: Consideration and possible action to adopt Ordinance 2022-09-004, approving proposed 2022-2023 Fiscal Year Operating Budget.

Item #12: DEPARTMENT HEAD REPORTS

a. Fire Department Report
b. Police Department Report
c. Public Works Report
d. Code Compliance Report
e. Finance & Court Report
f. City Manager Report

Adjournment

Note: Mayor and Council Reports on Items of Community Interest- Pursuant to Texas Government Code Section 551.0415 the City Council may report on the following items (1) expression of thanks, congratulations, or condolences; (2) information about holiday schedules; (3) recognition of individuals; (4) reminders about upcoming City Council events; (5) information about community events; (6) announcements involving imminent threat to public health and safety.

I certify that this Notice of Meeting was posted in a glass-enclosed case in front of City Hall at 400 Kenley Street, Diboll, Texas, and available for viewing by the public prior to 5:15 p.m. on August 5, 2022, as well as at the City's website.

Rosa M. Olvera

Rosa M. Olvera - City Secretary
Posted: 9/9/2022

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MINUTES OF THE GOVERNING BODY OF THE CITY OF DIBOLL, TEXAS REGULAR SESSION MEETING ON TUESDAY, AUGUST 9, 2022, AT 5:15 P.M., IN THE DIBOLL CITY HALL CHAMBERS.

COUNCIL PRESENT

Mayor Trey Wilkerson, Mayor Pro Tem Daniel Lopez, Councilmembers Benita Sheffield Duffield, Brian Moreno, Luis Maldonado, Ray Williams, Jr. and Ruben Terrazas.

COUNCIL ABSENT

None

STAFF PRESENT

City Manager Jason A. Arnold, City Secretary Rosa Olvera, Chief of Police Michael Skillern, Public Works Director Joshua Richard, Code Compliance Official Tino Lopez and Fire Chief Aaron Smith.

Call to Order: Mayor Trey Wilkerson called the meeting to order at 5:15p.m.

Mayor Wilkerson gave the invocation, then led the Pledge of Allegiance which was recited by those in attendance.

CITIZENS PRESENTATION: (Limited to 3 minutes)
This item provides the opportunity to address the City Council on any matter whether or not it is posted on the agenda. However, in accordance with the Texas Open Meetings Act, Section 551.041, the Council cannot discuss, deliberate, or take any action on matters not listed on the agenda. At this time, the Council will receive citizen comments, and if necessary, may refer the matter to City staff for research, resolution, or referral to Council on a future agenda.

Public Participation: None

Item #1: CONSENT AGENDA: All matters listed under Consent Agenda are considered to be routine by the City Council and will be enacted by one motion. There will not be separate discussion. If discussion is desired, that item will be removed from the consent agenda and will be considered separately. Consider approval of the following reports:

a. Minutes from July 12, 2022, Regular Session Meeting
b. Minutes from July 13, 2022, Budget Workshop
c. Financial Statement for July 2022
d. 12-Month Attendance Record for July 2022
e. Investment Report for June 2022

Daniel Lopez made the motion to approve and Brian Moreno second.
All in Favor, none opposed, motion carries.

Item #2: Consideration and possible action to approve Local General Procurement Policies and Procedures Statement.
Luis Maldonado made the motion to approve and Brian Moreno second.

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All in Favor, none opposed, motion carries.

Item #3: Consideration and possible action to approve the Piney Woods Sanitation Waste Collection Service Contract modification #4 to be effective December 1, 2022.

Mike Wilson & Sonny Hubbard with Piney Woods Sanitation Waste Collection Service were both present at the meeting.
Ruben Terrazas made the motion to approve and Daniel Lopez second.
All in Favor, none opposed, motion carries.

Item #4: Consideration and possible action to approve Resolution 2022-08-001, First Amendment to Installation Contract of the Lease Purchase Agreement with PSI.

Brian Moreno made the motion to approve and Ray Williams, Jr. second.
All in Favor, none opposed, motion carries.

Item #5: Public Hearing - 2022 Tax Year Proposed Property Tax Rate for City of Diboll.

Public Participation: None

Item #6: Consideration and possible action to approve Property Tax Rate Ordinance 2022-08-001.

Reading the required language, Brian Moreno made the motion to approve and Luis Maldonado second. All in Favor, none opposed, motion carries.

Item #7: Public Hearing – First Reading of the Proposed Fiscal Year 2022-2023 Budget for the City of Diboll.

Public Participation: None

Item #8: DEPARTMENT HEAD REPORTS

a. Fire Department Report
b. Police Department Report
c. Public Works Report
d. Finance & Court
e. City Manager Report

Adjournment

Mayor Wilkerson called to adjourn at 5:30p.m.

Minutes of the June 14, 2022 Regular Session Meeting approved by council on this the 13th day of September, 2022.

_____

Trey Wilkerson, Mayor

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ATTEST BY:

_____

Rosa M. Olvera, City Secretary

STATE OF TEXAS §
ANGELINA COUNTY §
CITY OF DIBOLL §

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City of Diboll
Financial Statement
As of August 31, 2022

9/9/2022 9:47 AM

01 - General Fund	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Revenue Summary							
Licenses & Permits	5,306.10	1,445.66	3,860.44	25,941.97	14,999.99	172.95%	(10,941.98)
Fines and Fees	22,806.01	39,523.70	(16,717.69)	369,529.17	486,104.24	76.02%	116,575.07
Franchise Tax	22,587.31	33,333.33	(10,746.02)	347,802.42	400,000.00	86.95%	52,197.58
Property Tax	5,987.20	108,284.93	(102,297.73)	1,301,796.44	1,266,269.35	102.81%	(35,527.09)
Sales Tax	84,477.96	52,458.25	32,019.71	719,676.78	629,499.03	114.33%	(90,177.75)
Interest	0.00	286.16	(286.16)	3,363.33	2,889.16	116.41%	(474.17)
Charges for Service	1,000.00	616.67	383.33	12,250.00	6,000.00	204.17%	(6,250.00)
Miscellaneous	12,777.60	7,568.71	5,208.89	81,752.66	66,968.30	122.08%	(14,784.36)
Contributions & Grants	0.00	5,425.00	(5,425.00)	0.00	27,125.00	0.00%	27,125.00
Donations	0.00	0.00	0.00	300.00	0.00	0.00%	(300.00)
Revenue Totals	154,942.18	248,942.41	(94,000.23)	2,862,412.77	2,899,855.07	98.71%	37,442.30
Expense Summary							
Insurance	0.00	5,737.17	(5,737.17)	65,898.20	65,898.19	100.00%	(0.01)
Fines & Fees	0.00	16.33	(16.33)	259.49	350.00	74.14%	90.51
Administrative	32,184.22	47,982.61	(15,798.39)	281,190.29	388,188.28	72.44%	106,997.99
Capital Purchase	0.00	10,885.63	(10,885.63)	97,617.42	106,000.00	92.09%	8,382.58
Contractual & Professional Services	22,665.37	18,000.38	4,664.99	189,301.93	211,014.95	89.71%	21,713.02
Intergov't Contracts	8,106.59	2,971.73	5,134.86	48,076.44	48,118.95	99.91%	42.51
Project Expense	723.96	8,400.00	(7,676.04)	723.96	42,000.00	1.72%	41,276.04
Utility	9,580.43	5,741.11	3,839.32	68,807.61	81,300.06	84.63%	12,492.45
Repairs & Maintenance	9,705.39	15,473.22	(5,767.83)	148,150.69	156,401.30	94.72%	8,250.61
Materials & Supplies	15,528.23	13,642.57	1,885.66	157,239.19	165,171.82	95.20%	7,932.63
Miscellaneous	246.24	98.01	148.23	2,554.41	1,423.43	179.45%	(1,130.98)
Payroll Expense	152,998.19	191,252.05	(38,253.86)	1,847,494.26	2,166,343.20	85.28%	318,848.94
Personnel	5,775.57	(252.58)	6,028.15	23,843.38	23,958.70	99.52%	115.32
Transfers	0.00	(76,484.84)	76,484.84	(423,935.86)	(583,264.59)	72.68%	(159,328.73)
Grant Expense	4,000.00	5,425.00	(1,425.00)	35,125.00	27,125.00	129.49%	(8,000.00)
Expense Totals	261,514.19	248,888.39	12,625.80	2,542,346.41	2,900,029.29	87.67%	357,682.88

Please Note: Bank interest for the Month of August is not included

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City of Diboll
Financial Statement
As of August 31, 2022

02 - Utility Fund	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Revenue Summary							
Charges for Service	16,364.91	224,114.41	(207,749.50)	2,228,632.07	2,689,373.00	82.87%	460,740.93
Miscellaneous	260.42	692.00	(431.58)	5,721.92	3,459.97	165.37%	(2,261.95)
Penalties & Interest	18,336.14	3,155.00	15,181.14	157,057.19	28,462.50	551.80%	(128,594.69)
Fines and Fees	221.37	179.51	41.86	2,583.86	1,480.91	174.48%	(1,102.95)
Interest	0.00	20.62	(20.62)	88,863.62	336.44	26412.92%	(88,527.18)
Revenue Totals	35,182.84	228,161.54	(192,978.70)	2,482,858.66	2,723,112.82	91.18%	240,254.16
Expense Summary							
Insurance	0.00	2,036.00	(2,036.00)	25,081.89	25,081.89	100.00%	0.00
Administrative	796.21	3,833.92	(3,037.71)	53,119.91	43,713.34	121.52%	(9,406.57)
Contractual & Professional Services	64,371.29	66,742.35	(2,371.06)	785,169.49	827,887.37	94.84%	42,717.88
Utility	11,376.60	11,171.04	205.56	121,500.33	144,650.19	84.00%	23,149.86
Repairs & Maintenance	15,860.07	18,098.41	(2,238.34)	157,604.79	199,166.99	79.13%	41,562.20
Materials & Supplies	21,090.47	12,996.83	8,093.64	158,191.34	156,130.00	101.32%	(2,061.34)
Payroll Expense	38,691.52	37,298.56	1,392.96	435,175.96	502,525.62	86.60%	67,349.66
Personnel	25.00	199.99	(174.99)	3,465.78	7,300.00	47.48%	3,834.22
Note Expense	0.00	2,869.82	(2,869.82)	34,437.78	34,437.78	100.00%	0.00
Fines & Fees	0.00	981.20	(981.20)	6,323.43	8,755.97	72.22%	2,432.54
Capital Purchase	0.00	5,833.63	(5,833.63)	53,861.90	68,336.48	78.82%	14,474.58
Intergov't Contracts	2,523.60	(666.67)	3,190.27	8,212.24	20,000.00	41.06%	11,787.76
Transfers	0.00	64,827.87	(64,827.87)	736,638.52	681,623.04	108.07%	(55,015.48)
Expense Totals	154,734.76	226,222.95	(71,488.19)	2,578,783.36	2,719,608.67	94.82%	140,825.31

Please Note: Bank interest and Utility Billing for the Month of August is not included

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City of Diboll
Financial Statement
As of August 31, 2022

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03 - Recreation Fund	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Revenue Summary							
Fines and Fees	0.00	4.80	(4.80)	69.00	24.00	287.50%	(45.00)
Rentals & Leases	5,600.00	5,740.61	(140.61)	51,381.38	57,951.00	88.66%	6,569.62
Charges for Service	0.00	0.00	0.00	288.92	0.00	0.00%	(288.92)
Revenue Totals	5,600.00	5,745.41	(145.41)	51,739.30	57,975.00	89.24%	6,235.70
Expense Summary							
Insurance	0.00	48.57	(48.57)	600.13	600.13	100.00%	0.00
Administrative	0.00	23.75	(23.75)	1,242.70	2,700.00	46.03%	1,457.30
Contractual & Professional Services	60.00	267.49	(207.49)	1,696.90	5,060.00	33.54%	3,363.10
Utility	6,106.31	4,415.85	1,690.46	49,441.97	53,761.24	91.97%	4,319.27
Repairs & Maintenance	0.00	1,308.34	(1,308.34)	14,184.93	18,500.00	76.68%	4,315.07
Materials & Supplies	0.00	1.67	(1.67)	299.97	300.00	99.99%	0.03
Payroll Expense	2,843.80	3,812.79	(968.99)	35,675.85	41,655.12	85.65%	5,979.27
Transfers	0.00	(2,913.55)	2,913.55	(86,780.00)	(65,189.39)	133.12%	21,590.61
Expense Totals	9,010.11	6,964.91	2,045.20	16,362.45	57,387.10	28.51%	41,024.65

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City of Diboll
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04 - Equipment Fund	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Expense Summary							
Transfers	0.00	1,916.67	(1,916.67)	23,000.00	23,000.00	100.00%	0.00
Expense Totals	0.00	1,916.67	(1,916.67)	23,000.00	23,000.00	100.00%	0.00

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City of Diboll
Financial Statement
As of August 31, 2022

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05 - Restricted Fund	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Revenue Summary							
Miscellaneous	0.00	(206.72)	206.72	366.40	366.40	100.00%	0.00
Donations	0.00	180.00	(180.00)	900.00	900.00	100.00%	0.00
Contributions & Grants	0.00	9,325.00	(9,325.00)	171,900.00	111,900.00	153.62%	(60,000.00)
Revenue Totals	0.00	9,298.28	(9,298.28)	173,166.40	113,166.40	153.02%	(60,000.00)
Expense Summary							
Grant Expense	4,656.36	1,779.54	2,876.82	49,213.22	74,172.70	66.35%	24,959.48
Project Expense	400.00	(8.52)	408.52	(516.75)	1,299.11	(39.78%)	1,815.86
Miscellaneous	0.00	73.28	(73.28)	0.00	366.40	0.00%	366.40
Transfers	0.00	7,445.64	(7,445.64)	0.00	37,228.19	0.00%	37,228.19
Expense Totals	5,056.36	9,289.94	(4,233.58)	48,696.47	113,066.40	43.07%	64,369.93

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City of Diboll
Financial Statement
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06 - Hotel/Motel Tax Fund	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Revenue Summary							
Hotel Motel Tax	5,250.03	1,666.67	3,583.36	21,021.34	20,000.00	105.11%	(1,021.34)
Revenue Totals	5,250.03	1,666.67	3,583.36	21,021.34	20,000.00	105.11%	(1,021.34)
Expense Summary							
Administrative	0.00	(466.67)	466.67	0.00	0.00	0.00%	0.00
Transfers	0.00	4,167.62	(4,167.62)	30,420.00	34,240.00	88.84%	3,820.00
Expense Totals	0.00	3,700.95	(3,700.95)	30,420.00	34,240.00	88.84%	3,820.00

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City of Diboll
Financial Statement
As of August 31, 2022

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07 - Seized Fund	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Revenue Summary							
Interest	0.00	0.56	(0.56)	4.06	2.77	146.57%	(1.29)
Revenue Totals	0.00	0.56	(0.56)	4.06	2.77	146.57%	(1.29)
Expense Summary							
Transfers	0.00	940.63	(940.63)	7,525.00	7,525.00	100.00%	0.00
Expense Totals	0.00	940.63	(940.63)	7,525.00	7,525.00	100.00%	0.00

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City of Diboll
Financial Statement
As of August 31, 2022

09 - MC Security Fund	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Revenue Summary							
Fines and Fees	701.52	805.67	(104.15)	10,003.97	6,945.01	144.05%	(3,058.96)
Contributions & Grants	0.00	4,320.00	(4,320.00)	0.00	21,600.00	0.00%	21,600.00
Revenue Totals	701.52	5,125.67	(4,424.15)	10,003.97	28,545.01	35.05%	18,541.04
Expense Summary							
Grant Expense	0.00	814.55	(814.55)	0.00	5,600.00	0.00%	5,600.00
Utility	0.00	2,027.54	(2,027.54)	20,674.29	24,693.37	83.72%	4,019.08
Transfers	0.00	3,485.80	(3,485.80)	5,000.00	20,345.64	24.58%	15,345.64
Expense Totals	0.00	6,327.89	(6,327.89)	25,674.29	50,639.01	50.70%	24,964.72

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City of Diboll
Financial Statement
As of August 31, 2022

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10 - MC Tech Fund	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Revenue Summary							
Fines and Fees	619.95	500.00	119.95	8,943.18	6,000.00	149.05%	(2,943.18)
Revenue Totals	619.95	500.00	119.95	8,943.18	6,000.00	149.05%	(2,943.18)
Expense Summary							
Utility	130.17	290.84	(160.67)	3,573.72	4,645.59	76.93%	1,071.87
Materials & Supplies	0.00	277.73	(277.73)	0.00	3,055.00	0.00%	3,055.00
Transfers	0.00	3,331.43	(3,331.43)	23,320.00	23,320.00	100.00%	0.00
Expense Totals	130.17	3,900.00	(3,769.83)	26,893.72	31,020.59	86.70%	4,126.87

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City of Diboll
Financial Statement
As of August 31, 2022

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11 - PEG Fund	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Revenue Summary							
Franchise Tax	1,038.87	291.67	747.20	4,342.97	3,500.00	124.08%	(842.97)
Revenue Totals	1,038.87	291.67	747.20	4,342.97	3,500.00	124.08%	(842.97)

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City of Diboll
Financial Statement
As of August 31, 2022

12 - Red Light Fund	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Revenue Summary							
Interest	0.00	9.37	(9.37)	79.03	46.84	168.72%	(32.19)
Revenue Totals	0.00	9.37	(9.37)	79.03	46.84	168.72%	(32.19)
Expense Summary							
Transfers	0.00	2,272.73	(2,272.73)	25,000.00	25,000.00	100.00%	0.00
Expense Totals	0.00	2,272.73	(2,272.73)	25,000.00	25,000.00	100.00%	0.00

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City of Diboll
Financial Statement
As of August 31, 2022

13 - Debt Service Fund	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Revenue Summary							
Property Tax	786.66	10,566.14	(9,779.48)	138,757.14	134,362.47	103.27%	(4,394.67)
Interest	0.00	0.00	0.00	159.89	0.00	0.00%	(159.89)
Revenue Totals	786.66	10,566.14	(9,779.48)	138,917.03	134,362.47	103.39%	(4,554.56)
Expense Summary							
Bond Expense	0.00	39,187.62	(39,187.62)	484,553.28	484,553.28	100.00%	0.00
Fines & Fees	0.00	60.83	(60.83)	717.37	450.00	159.42%	(267.37)
Transfers	0.00	(30,597.15)	30,597.15	(378,228.00)	(373,618.78)	101.23%	4,609.22
Note Expense	0.00	1,914.83	(1,914.83)	22,978.00	22,978.00	100.00%	0.00
Expense Totals	0.00	10,566.13	(10,566.13)	130,020.65	134,362.50	96.77%	4,341.85

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14 - Endowment Fund	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Revenue Summary							
Interest	0.00	813.15	(813.15)	0.00	7,750.55	0.00%	7,750.55
Not Categorized	0.00	0.00	0.00	6,168.34	0.00	0.00%	(6,168.34)
Revenue Totals	0.00	813.15	(813.15)	6,168.34	7,750.55	79.59%	1,582.21
Expense Summary							
Transfers	0.00	813.15	(813.15)	(125,000.00)	7,750.55	(1612.79%)	132,750.55
Expense Totals	0.00	813.15	(813.15)	(125,000.00)	7,750.55	-1,612.79%	132,750.55

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15 - Road Maintenance Fund	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Expense Summary							
Repairs & Maintenance	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
Transfers	0.00	1,579.78	(1,579.78)	0.00	0.00	0.00%	0.00
Expense Totals	0.00	1,579.78	(1,579.78)	0.00	0.00	0.00%	0.00

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16 - MC Local Truancy Prevention & Diversion Fund	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Revenue Summary							
Fines and Fees	622.52	583.33	39.19	8,678.92	7,000.00	123.98%	(1,678.92)
Revenue Totals	622.52	583.33	39.19	8,678.92	7,000.00	123.98%	(1,678.92)
Expense Summary							
Contractual & Professional Services	0.00	(1,027.27)	1,027.27	0.00	0.00	0.00%	0.00
Expense Totals	0.00	(1,027.27)	1,027.27	0.00	0.00	0.00%	0.00

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17 - MC Municipal Jury Fund	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Revenue Summary							
Fines and Fees	12.44	10.00	2.44	174.36	120.00	145.30%	(54.36)
Revenue Totals	12.44	10.00	2.44	174.36	120.00	145.30%	(54.36)

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18 - Keep Diboll Beautiful	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Revenue Summary							
Contributions & Grants	0.00	1,047.92	(1,047.92)	37,575.19	12,575.19	298.80%	(25,000.00)
Donations	0.00	1,875.00	(1,875.00)	15,000.00	15,000.00	100.00%	0.00
Revenue Totals	0.00	2,922.92	(2,922.92)	52,575.19	27,575.19	190.66%	(25,000.00)
Expense Summary							
Project Expense	245.02	2,922.93	(2,677.91)	17,978.83	27,575.19	65.20%	9,596.36
Expense Totals	245.02	2,922.93	(2,677.91)	17,978.83	27,575.19	65.20%	9,596.36

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19 - Street Project Fund	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Revenue Summary							
Interest	0.00	0.00	0.00	38.65	0.00	0.00%	(38.65)
Revenue Totals	0.00	0.00	0.00	38.65	0.00	0.00%	(38.65)

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50 - Restricted Project Fund	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Expense Summary							
Transfers	0.00	(17,097.62)	17,097.62	(292,600.00)	(292,600.00)	100.00%	0.00
Expense Totals	0.00	(17,097.62)	17,097.62	(292,600.00)	(292,600.00)	100.00%	0.00

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55 - ARP Funds	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Revenue Summary							
Interest	0.00	0.00	0.00	139.90	0.00	0.00%	(139.90)
Revenue Totals	0.00	0.00	0.00	139.90	0.00	0.00%	(139.90)

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DIBOLL CITY COUNCIL
12-MONTH ATTENDANCE RECORD

Council Member	6/8/2012	7/13/212	7/20/2021	8/10/2021	8/24/212	9/14/2021	9/21/2021	9/30/2021	10/6/2021	10/12/2021	11/9/2021	12/14/2021
Brian Moreno	0	0	0	0	0	0	0	0	0	0	0	0
Ruben Terrazas	0	1	1	0	0	0	0	0	0	0	0	0
Daniel Lopez	0	0	0	0	0	0	0	0	0	0	0	1
Ray Williams, Jr.												
Benita Sheffield Duffield	0	0	0	0	0	0	0	0	0	0	0	0
Luis Maldonado	0	1	1	0	1	0	0	0	0	0	0	1
Trey Wilkerson	0	0	0	0	0	0	0	0	0	0	0	0
Total Absences	**0**	**2**	**2**	**0**	**1**	**0**	**0**	**0**	**0**	**0**	**0**	**2**

Council Member	1/11/2022	2/8/2022	3/8/2022	4/12/2022	5/10/2022	5/18/2022	6/14/2022	6/21/2022	7/12/2022	7/13/2022	8/9/2022	TOTAL TO-DATE
Brian Moreno	0	0	0	0	0	0	0	0	0	0	0	**0**
Ruben Terrazas	0	0	0	0	0	1	0	0	1	1	0	**5**
Daniel Lopez	0	1	0	0	0	0	0	0	1	1	0	**4**
Ray Williams, Jr.					0	0	0	0	0	0	0	**0**
Benita Sheffield Duffield	0	0	0	0	0	0	0	0	0	0	0	**0**
Luis Maldonado	0	0	0	0	0	0	1	0		0	0	**5**
Trey Wilkerson	0	0	0	0	0	0	0	0	0	0	0	**0**
Total Absences	**0**	**1**	**0**	**0**	**0**	**1**	**1**	**0**	**2**	**2**	**0**	**14**

Rosa M. Olvera - City Secretary

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Form #2201 Rev. 05/2020 **Submit to:** **SECRETARY OF STATE** **Government Filings** **Section P O Box 12887** **Austin, TX 78711-2887** **512-463-6334** **512-463-5569 - Fax** **Filing Fee: None**	**STATEMENT OF OFFICER**

Statement

I, Larenzo M. Simpson , do solemnly swear (or affirm) that I have not directly or indirectly paid, offered, promised to pay, contributed, or promised to contribute any money or thing of value, or promised any public office or employment for the giving or withholding of a vote at the election at which I was elected or as a reward to secure my appointment or confirmation, whichever the case may be, so help me God.

Title of Position to Which Elected/Appointed: Police Officer for the City of Diboll

Execution

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated therein are true.

Date: 09/13/2022

Signature of Officer

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Office of the Governor, Public Safety Office
Criminal Justice Division
Funding Announcement: ***Bullet-Resistant Shield Grant Program, FY2023***

Purpose

The purpose of this announcement is to solicit applications from law enforcement agencies to equip peace officers with bullet-resistant shields.

Available Funding

State funds for these projects are authorized by a Budget Execution Order proposed by the Legislative Budget Board and ratified by Governor Abbott on June 28, 2022, pursuant to Texas Government Code, Section 317.002 and Section 317.005(b). All awards are subject to the availability of appropriated funds and any modifications or additional requirements that may be imposed by law. The Public Safety Office (PSO) expects to make available $50M for FY2023.

Eligible Organizations

Applications may be submitted by independent school districts, institutions of higher education, units of local government, the Texas Department of Public Safety and other educational institutions that operate law enforcement agencies employing peace officers under Article 2.12, Texas Code of Criminal Procedure.

All applications submitted by local law enforcement agencies/offices must be submitted by a unit of government affiliated with the agency, including an authorizing resolution from that unit of government. For example, police departments must apply under their municipal government, and community supervision and corrections departments, district attorneys, and judicial districts must apply through their affiliated county government (or one of the counties, in the case of agencies that serve more than one county).

Application Process

Applicants must access the PSO's eGrants grant management website at https://eGrants.gov.texas.gov to register and apply for funding. For more instructions and information, see *eGrants User Guide to Creating an Application*, available here.

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Key Dates

Action	Date
Funding Announcement Release	08/17/2022
Online System Opening Date	08/17/2022
Final Date to Submit and Certify an Application	09/19/2022 at 5:00PM CST
Earliest Project Start Date	09/01/2022

Project Period

Projects must begin on or after 09/01/2022 and may not exceed a 12-month project period.

Funding Levels

Minimum: None

Maximum: None

Match Requirement: None

Standards

Grantees must comply with standards applicable to this fund source cited in the Texas Grant Management Standards (TxGMS), Federal Uniform Grant Guidance, and all statutes, requirements, and guidelines applicable to this funding.

Eligible Activities and Costs

Funds may only be used for obtaining bullet-resistant shields compliant with the National Institute of Justice (NIJ) Level III, III+, or IV.

Applicants are encouraged to consider the reasonable cost of their request. PSO will evaluate applications based on the number of frontline peace officers and the average cost per shield.

Program-Specific Requirements

Eligible officers. Grant funds may only be used to equip peace officers (as defined by Article 2.12, Texas Code of Criminal Procedure) directly employed by a law enforcement agency operated by the applicant.

PSO will prioritize the equipping of certain types of officers in the following order:

1) Peace officers directly employed by school districts;
2) Peace officers contracted by school districts; and
3) Other peace officers that may respond to school safety emergencies.

Active Shooter Policy. All eligible organizations that apply for grant funds will ensure its law enforcement agency adopts a Critical Incidents In-Progress (Active Shooter) policy implementing, at a minimum, protocols for assessing an active threat or violent encounter and immediately responding in order to stop the killing, stop the dying, and provide rapid casualty evacuation. The policy should include procedures that address:

- Concepts and Principles

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- Community/First Responder Agency Notifications
- Mutual Aid Implementation
- Solo Officer Deployment
- Officer Team Deployment
- Follow-On Responders (Rescue Task Force)
- Incident Command - Unified Command Considerations
- Incident Debriefing
- Training

ALERRT Training. All officers provided with a grant-funded ballistic shield must have either attended 16 hours of ALERRT (Advanced Law Enforcement Rapid Response Training) training within the last 24 months or commit to attend within the next 24 months. ALERRT's upcoming course schedule can be found here: https://alerrt.org/Upcoming.

Note: Funding is available through the Public Safety Office to offset travel expenditures associated with attending ALERRT Training. Please refer to the ALERRT Travel Assistance Funding Announcement for more information on how to apply for these funds.

Eligibility Requirements

1. Local units of governments must comply with the Cybersecurity Training requirements described in Section 772.012 and Section 2054.5191 of the Texas Government Code. Local governments determined to not be in compliance with the cybersecurity requirements required by Section 2054.5191 of the Texas Government Code are ineligible for OOG grant funds until the second anniversary of the date the local government is determined ineligible. Government entities must annually certify their compliance with the training requirements using the Cybersecurity Training Certification for State and Local Governments. A copy of the Training Certification must be uploaded to your eGrants application. For more information or to access available training programs, visit the Texas Department of Information Resources Statewide Cybersecurity Awareness Training page.

2. Entities receiving funds from PSO must be located in a county that has an average of 90% or above on both adult and juvenile dispositions entered into the computerized criminal history database maintained by the Texas Department of Public Safety (DPS) as directed in the Texas Code of Criminal Procedure, Chapter 66. The disposition completeness percentage is defined as the percentage of arrest charges a county reports to DPS for which a disposition has been subsequently reported and entered into the computerized criminal history system.

   Counties applying for grant awards from the Office of the Governor must commit that the county will report at least 90% of convictions within five business days to the Criminal Justice Information System at the Department of Public Safety.

3. Eligible applicants operating a law enforcement agency must be current on reporting complete UCR data and the Texas specific reporting mandated by 411.042 TGC, to the Texas Department of Public Safety (DPS) for inclusion in the annual Crime in Texas (CIT) publication. To be considered eligible for funding, applicants must have submitted a full twelve months of accurate data to DPS for the most recent calendar year by the deadline(s) established by DPS. Due to the importance of timely reporting, applicants are required to submit complete and accurate UCR data, as well as the Texas-

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mandated reporting, on a no less than monthly basis and respond promptly to requests from DPS related to the data submitted.

4. Local units of government, including cities, counties and other general purpose political subdivisions, as appropriate, and institutions of higher education that operate a law enforcement agency, must comply with all aspects of the programs and procedures utilized by the U.S. Department of Homeland Security ("DHS") to: (1) notify DHS of all information requested by DHS related to illegal aliens in Agency's custody; and (2) detain such illegal aliens in accordance with requests by DHS. Additionally, counties and municipalities may NOT have in effect, purport to have in effect, or make themselves subject to or bound by, any law, rule, policy, or practice (written or unwritten) that would: (1) require or authorize the public disclosure of federal law enforcement information in order to conceal, harbor, or shield from detection fugitives from justice or aliens illegally in the United States; or (2) impede federal officers from exercising authority under 8 U.S.C. § 1226(a), § 1226(c), § 1231(a), § 1357(a), § 1366(1), or § 1366(3). Lastly, eligible applicants must comply with all provisions, policies, and penalties found in Chapter 752, Subchapter C of the Texas Government Code.

   Each local unit of government, and institution of higher education that operates a law enforcement agency, must download, complete and then upload into eGrants the CEO/Law Enforcement Certifications and Assurances Form certifying compliance with federal and state immigration enforcement requirements. This Form is required for each application submitted to OOG and is active until August 31, 2023 or the end of the grant period, whichever is later.

5. In accordance with Texas Government Code, Section 420.034, any facility or entity that collects evidence for sexual assault or other sex offenses or investigates or prosecutes a sexual assault or other sex offense for which evidence has been collected, must participate in the statewide electronic tracking system developed and implemented by the Texas Department of Public Safety. Visit DPS's Sexual Assault Evidence Tracking Program website for more information or to set up an account to begin participating.

6. Eligible applicants must be registered in the federal System for Award Management (SAM) database and have an UEI (Unique Entity ID) number assigned to its agency (to get registered in the SAM database and request an UEI number, go to https://sam.gov/).

Failure to comply with program eligibility requirements may cause funds to be withheld and/or suspension or termination of grant funds.

Prohibitions

Grant funds may not be used to support the unallowable costs listed in the Guide to Grants or any of the following unallowable costs:

1. Any costs ancillary to the purchase of eligible ballistic shields, such as policy development, training costs, and staff; and

2. Any other prohibition imposed by federal, state or local law or regulation.

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Selection Process

Application Screening: The Office of the Governor will screen all applications to ensure that they meet the requirements included in the funding announcement.

Peer/Merit Review: The Office of the Governor will review applications to understand the overall demand for the program and for significant variations in costs per item. After this review, the Office of the Governor will determine if all eligible applications can be funded based on funds available, if there are cost-effectiveness benefits to normalizing or setting limits on the range of costs, and if other fair-share cuts may allow for broader distribution and a higher number of projects while still remaining effective.

Final Decisions: The Office of the Governor will consider these factors and make all final funding decisions. Other factors may include cost effectiveness, overall funds availability, or state government priorities and strategies, legislative directives, need, geographic distribution, or other relevant factors.

The Office of the Governor may not fund all applications or may only award part of the amount requested. In the event that funding requests exceed available funds, the Office of the Governor may revise projects to address a more limited focus.

Contact Information

For more information, contact the eGrants help desk at eGrants@gov.texas.gov or (512) 463-1919.

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RESOLUTION 2022-09-001

A RESOLUTION OF THE CITY OF DIBOLL TEXAS, AUTHORIZING THE SUBMISSION OF THE GRANT APPLICATION FOR THE COMMUNITY THREAT RAPID RESPONSE, GRANT NUMBER 599701

WHEREAS, the City of Diboll finds it in the best interest of the citizens of Diboll, Texas, that the Community Threat Rapid Response be operated for 2022; and

WHEREAS, the City of Diboll agrees to provide applicable matching funds for the said project as required by the SH-Bullet-Resistant Shield Grant Program grant application; and

WHEREAS, the City of Diboll agrees that in the event of loss or misuse of the Office of the Governor funds, the City of Diboll assures that the funds will be returned to the Office of the Governor in full.

WHEREAS, the City of Diboll designates the City Manager as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter, or terminate the grant on behalf of the applicant agency.

NOW, THEREFORE, BE IT RESOLVED that the City of Diboll approves the submission of the grant application for the Community Threat Rapid Response to the Office of the Governor.

PASSED AND APPROVED on this the 13th day of September 2022.

_____
Trey Wilkerson, Mayor

ATTEST BY:

_____
Rosa M. Olvera, City Secretary

STATE OF TEXAS §
ANGELINA COUNTY §
CITY OF DIBOLL §

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RESOLUTION NO. 2022-09-002

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DIBOLL, TEXAS, APPROVING THE CITY MANAGE TO NEGOTIATE AND EXECUTE AN AGREEMENT BETWEEN THE CITY OF DIBOLL AND PINEYWOODS DISC GOLF CLUB FOR THE CONSTRUCTION AND FACILITATION OF A DISC GOLF COURSE AT OLD ORCHARD PARK.

WHEREAS, the City of Diboll ("the City") is committed to increasing recreation opportunities within city limits; and

WHEREAS, disc golf is an outdoor recreation opportunity for all ages; and

WHEREAS, the Pineywoods Disc Golf Club ("the Club") is a local organization that desires to construct, maintain and facilitate a disc golf course; and

WHEREAS, Old Orchard Park is an ideal location for a disc golf course; and

WHEREAS, it is necessary to authorize the City Manager to negotiate and execute an agreement whereby the City and the Club agree to construct, maintain and facilitate a disc golf course at Old Orchard Park.

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

Section 1. The City Council of the City of Diboll hereby authorizes an agreement dictating the details related to constructing, maintaining and facilitating a disc golf course with the Pineywoods Disc Golf Club. jointly with Angelina County.

Section 2. The City Manager is hereby authorized to negotiate and execute an agreement with the Pineywoods Disc Golf Club for a disc golf course at Old Orchard Park.

Section 3: That this Resolution shall take effect immediately upon its passage, and it is so resolved.

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PASSED AND APPROVED this 13th day of September 2022.

_____
Trey Wilkerson, Mayor

ATTEST:

_____
Rosa Olvera, City Secretary

STATE OF TEXAS §
ANGELINA COUNTY §
CITY OF DIBOLL §

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Michael L. Skillern
Chief of Police, City of Diboll

400 Kenley Street
P.O. Box 340
Diboll, Texas 75941
(936)-829-5586
mskillern@cityofdiboll.com

September 9, 2022

Honorable Mayor and City Council
City of Diboll

RE: Citation power to Animal Control Officer

As you know the city recently hired a code enforcement officer, whose duties include animal control. An integral part of this responsibility is issuing citations when the situation arises. At current, our Code Enforcement Officer does not have the legal authority to issue animal control citations. This both hinders them from doing their job in the most effective manner, but also ties up a Police Officer when they have to respond to an animal control scene and issue a citation. This problem can be remedied by City Council granting the Code Enforcement Officer the authority to issue animal control citations. Please see attached the ordinance which would grant such power. This would make both the Code Enforcement Officer and the Police Officers more efficient and I urge you to consider passing this ordinance.

Respectfully,

M. L. Skillern
Chief of Police
Diboll, TX

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ORDINANCE NO. 2022-09-001

AN ORDINANCE ESTABLISHING THE ENFORCEMENT DUTIES, RESPONSIBILITIES AND GUIDELINES FOR THE CITY OF DIBOLL ANIMAL CONTROL OFFICER.

WHEREAS, it is the desire of the City Council of Diboll, Texas, to grant citation authority to the Animal Control Officer;

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

Article I Establishment.

The chief of police shall appoint an animal control officer and such assistants as may be required to enforce this chapter.

Article II Supervisor.

The supervisor of animal control is hereby designated as the local health authority for the purposes of V.T.C.A., Health and Safety Code ch. 826 (Rabies Control Act of 1981) and shall be responsible for performing duties and responsibilities provided herein.

Article III Enforcement duties.

(a) Animal control officers or other designees of the chief of police shall be the enforcement officials for this chapter as well as all other applicable animal related ordinances contained within the city Code and state laws. These officials, along with police officers, shall have the authority to act on behalf of the city and animal control in investigating complaints, impounding and destroying animals, issuing citations, and taking other lawful actions as required to enforce the provisions of this chapter and other animal related ordinances within the city Code.

(b) An animal control officer or peace officer may apply for and obtain a warrant or other legal writ from the municipal judge or justice court to seize any animal alleged to be in violation of this chapter. The municipal judge or justice of the peace shall have the authority to issue such warrant.

Article IV Interference with animal control officer.

It shall be unlawful for any person to interfere with any animal control officer or other enforcement official in the performance of his duties.

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Article V Self-defense.

Upon attack by an animal, an animal control officer may defend himself or a complainant, if necessary, taking such means as he deems necessary in that situation.

Article VI Private property.

For purposes of discharging the duties imposed by this Ordinance, and to enforce the same, an animal control officer or other authorized representative may enter upon private property to the full extent permitted by law, which shall include, but not be limited to, entry upon private property when in pursuit of any animal which he or she has reason to believe is subject to impoundment pursuant to the provisions of this Ordinance or other applicable laws. An animal control officer shall have the right to pursue and apprehend an animal which is at large or free-roaming onto private property without first requesting permission from the owner of the property before entering the property or without obtaining a search warrant.

Article VII Entry and inspection.

(a) Whenever it is necessary to make an inspection to enforce any of the provisions of or to perform any duty imposed by this Ordinance or other applicable law regarding animals, or whenever an animal control officer has reasonable cause to believe that there exists in any building, structure or upon any premises any violations of this Ordinance or other applicable law, the officer is hereby authorized to enter such property at any reasonable time and to inspect the same and to perform any duty imposed upon the officer by this chapter or other applicable law, provided that if such property is occupied, the officer shall first present proper credentials to the occupant and request to enter, explaining the reason therefor and obtaining permission from said occupant.

(b) Notwithstanding the foregoing, if the officer has reasonable cause to believe that the keeping or the maintaining of any animal is so hazardous, unsafe or dangerous as to require immediate inspection to safeguard the animal or the public health or safety, the officer shall have the right to immediately enter and make such inspection, whether or not permission to inspect has been obtained. If the property is occupied, the officer shall first present proper credentials to the occupant and demand entry, explaining the reasons therefor and the purpose of inspection.

(c) Whenever an animal control officer is denied admission to inspect any premises under this Ordinance and the officer cannot determine whether violations exist on the premises, the animal control officer is authorized to request a warrant for the inspection of the premises from the municipal judge, a magistrate, or justice court to enter and inspect the premises.

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Article VIII Violations and Penalty.

It shall be a violation of the chapter to:

(1) Fail to comply with any provision of this Ordinance;

(2) Fail to comply with any lawful order of animal control, an animal control officer, or police officer unless such order is lawfully stayed or reversed.

(3) An offense under this Ordinance is a misdemeanor punishable, upon conviction, by a fine of not more than $500, confinement in the county jail for not more than 30 days, or both.

REPEAL AND EFFECTIVE DATE. All ordinances or portions of ordinances in conflict herewith are hereby repealed. This ordinance shall become effective following a final affirmative vote of the City Council.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Diboll, Texas, on this the 13th day of September 2022.

_____
Trey Wilkerson, Mayor

ATTEST:

_____
Rosa M. Olvera, City Secretary

STATE OF TEXAS §
ANGELINA COUNTY §
CITY OF DIBOLL §

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City of Diboll Parks User Agreement

For Travel / Select Teams

PURPOSE

This policy is intended to guide the City of Diboll in decision making with regards to athletic fields within Old Orchard Park. This policy recognizes the cooperative relationship between the community's sports organizations and the City. These organizations provide a valuable community recreation opportunity in Diboll. Use of all fields will be influenced and guided by the City Administration's commitment to maintain a high standard of playability and safety.

In order to provide space for spontaneous play by persons not affiliated with an organized sports group, certain areas within Old Orchard may be set aside for such activities and are not reserved by permit. These areas can be used on a first come first serve basis. The City reserves the right to unilaterally revise, supplement or discontinue any of the standards, guidelines, procedures, and addenda described in this Park User Agreement.

If scheduling conflicts arise among the recognized teams, priority will be given to the returning team in good standing. If necessary, an additional measure will be given to the recognized teams with the highest Diboll residency percentage. City events, tournaments and spring leagues will have priority over travel/select team practice.

REQUESTING ATHLETIC FIELD USE

- Teams must submit a complete Park User request form. Park User Request forms can be found at the end of this manual or on the City of Diboll website at www.cityofdiboll.com
- Proof of team insurance and roster must be submitted at time of application.
- Permits are good for the calendar year.
- Teams will be charged $15/ per player that did not play in a Diboll Youth Baseball or Softball league the preceding season.
- Teams may request one time slot of two hours per week.
- Applications will be reviewed by the City Manager or his designee. If the City of Diboll can accommodate the request, a permit will be issued to the coach.

PERMITS

If your team is approved to use our fields you will receive a permit for the time period you have access to the fields. Each approved team will receive a permit detailing the start of the permit and the end of the permit The City may process annual renewals without significant change in the agreement. Coaches must have this permit with them when using our fields for practice. City staff will monitor fields and check permits. One-time rentals or tournament users will receive a permit that they must have with them at the time of the rental.

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LIGHTS

Lights are $10.00 an hour per field. Teams requiring the use of fields with lights for practice must call the City and pay for each use. No portable lights are permitted on any City property without prior written permission from the City.

TRASH SERVICE

Please be respectful of the parks and the surrounding community by placing trash in the proper receptacle. Coaches will be responsible for placing trash in the proper receptacle provided at each athletic field. Failure to do so will result in:

- First Offense: Warning from City of Diboll.
- Second Offense: Teams will be charged $35.00 per hour for trash pickup by the City.
- Third Offense: Teams will be charged $35.00 per hour for trash pickup by the City and a suspension of permit.

STORAGE BUILDINGS and CONCESSION STAND

Storage buildings located at the ballfields are intended for City use and not that of individual teams. Teams may not store equipment in the storage buildings.

The concession stand is intended for City and League use. Teams may not enter the concession stand without City or League approval.

FIELD USE GUIDELINES

The purpose and intent of these field use guidelines is to ensure that Old Orchard Park fields remain in a safe and well-maintained condition. It is our intent to protect and enhance playing conditions through proper field maintenance so that field conditions are given time to heal after a season or more of constant use. The City has the authority to temporarily close fields due to inclement weather, player safety issues, and/or maintenance related issues. The City may reduce the number of days any particular field is open.

FIELD USE VIOLATIONS

Teams that violate the adopted guidelines shall be subject to the following:

- The first field permit violation results in a warning from the City.
- The second field permit violation results in a $250.00 fine to the team.
- A third field permit violation results in termination of the team field permit for the remainder of the year. This may extend into the following year as well.

RULES AND REGULATIONS

1. Alcohol, tobacco and vape use are prohibited in the park.

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2. Play is permitted only when conditions allow; no play when snow or standing water is present or when field damage may occur. If a team plays on a closed field, the team will be billed for all damage.
3. Park rules, regulations, and City ordinances must be adhered to by participants using the field. This is the responsibility of the permit holder.
4. Alterations to the field is a violation of the permit and can be a cause for immediate termination of the permit with no refunds.
5. Sub-leasing of time is strictly against the terms and conditions of all permits. Permittees found to be sub-leasing time will lose all access to the specific field(s) in question.
6. Individuals shall NOT use violent, obscene or profane language while on the park grounds nor shall anyone conduct him or herself in a disorderly manner or commit any nuisance that interrupts the normal operations.
7. Teams shall NOT solicit the sale of any merchandise, services, etc. or solicit contributions whether public, private profit or non-profit, without prior written authorization from the City.
8. Practices and games are not to exceed time specified on the permit.
9. All vehicles must park in designated marked space. Vehicles will be ticketed and/or towed if parked in non-designated parking areas.
10. Teams will remember and respect that Old Orchard is a public park. Teams will not bully or coerce others to gain access to the fields.
11. Violations of park rules or regulations will be cause for revocation of field permits without warning.

PASSED AND APPROVED on this the 13th day of September 2022.

_____
Trey Wilkerson, Mayor

ATTEST BY:

_____
Rosa M. Olvera, City Secretary

STATE OF TEXAS §
ANGELINA COUNTY §
CITY OF DIBOLL §

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CITY OF DIBOLL

APPENDIX A
FEE SCHEDULE

ADMINISTRATIVE FEE SCHEDULE

Notary	$5.00
NSF Returned Check	$35.00

ANIMAL CONTROL FEE SCHEDULE

Impoundment Fee – First Offense	$35.00
Impoundment Fee	$85.00
Surrender Fee	$85.00

CODE ENFORCEMENT FEE SCHEDULE

Administrative Mowing Fee for Code Violation	Actual Cost Plus	$150.00
Code Violation Penalty		Up to $500.00

UTILITY RATES AND FEE SCHEDULE

Sewer System

Residential	
Minimum charge (includes first two thousand (2,000) gallons	$19.89
All over two thousand (2,000) gallons	$5.37/m

Commercial	
Minimum charge (includes first two thousand (2,000) gallons	$26.84
All over two thousand (2,000) gallons	$7.15/m

The rates charged for sewer delivered to nonresidents of the city shall be double the above.

Waterworks System

Residential	
Minimum charge (includes first two thousand (2,000) gallons	$27.16
Next three thousand (3,000) gallons (2,001 to 5,000)	$5.36/m
Next five thousand (5,000) gallons (5,001 to 10,000)	$5.90/m

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Next ten thousand (10,000) gallons (10,001 to 20,000)	$6.48/m
All over twenty thousand (20,000) gallons	$7.14/m

Commercial	
Minimum charge (includes first two thousand (2,000) gallons	$36.67
Next eighteen thousand (18,000) gallons (2,001 to 20,000)	$7.02/m
Next eighty thousand (80,000) gallons (20,001 to 100,000)	$7.96/m
All over one hundred thousand (100,000) gallons	$8.75/m

The rates charged for water delivered to nonresidents of the city shall be double the above.

Turn On / Turn off / Courtesy Call	$15.00
Water Deposit	
Owner	$125.00
Renter	$175.00
New Service Connection Fee	$25.00
Transfer Fee	$25.00
Late Charge, If paid after 10th	10% of total amount due, Min $10.00
Reconnect Fee	$50.00
Plug Meter Charge	$50.00
Pulled Meter Charge	Actual Cost Plus Time & Materials
Meter Repair	Actual Cost Plus Time & Materials

Sewer Taps	
4” Sewer Tap	$410.00
6” Sewer Tap	$430.00
Sewer Tap > 6”	Actual Cost Plus Time & Materials

Water Taps	
¾” Water Tap w/ Meter	$920
1” Water Tap w/ Meter	$1165
1.5” Water Tap w/ Meter	$2075
2” Water Tap w/ Meter	$2540
Water Tap > 2” w/ Meter	Actual Cost Plus Time & Materials

Water Meter Only	
¾” Water Meter	$550
1” Water Meter	$600
1.5” Water Meter	$1050
2” Water Meter	$1200
Water Meter > 2”	Actual Cost Plus Time & Materials

Wholesale Water (per 1,000 gallon)	$3.13
Fire Hydrant Meter Deposit	$1000.00
Fire Hydrant Meter Monthly Rental Fee	$100.00
Fire Hydrant Water Usage (per 1,000 gallons)	$8.64

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Solid Waste* effective December 1, 2022

Residential Rate	$16.15

Commercial Rate

Size	Freq/Week	Rate
2 yd	1	$102.97
2 yd	2	$184.96
2 yd	3	$200.83
2 yd	4	$234.94
2 yd	5	$274.93
3 yd	1	$115.47
3 yd	2	$195.45
3 yd	3	$238.69
3 yd	4	$278.68
3 yd	5	$324.92
4 yd	1	$140.96
4 yd	2	$212.95
4 yd	3	$269.93
4 yd	4	$362.90
4 yd	5	$465.56
6 yd	1	$147.96
6 yd	2	$267.94
6 yd	3	$370.42
6 yd	4	$487.89
6 yd	5	$587.87
8 yd	1	$212.95
8 yd	2	$334.17
8 yd	3	$456.14
8 yd	4	$578.61
8 yd	5	$687.33
Hand Account		$22.00

Roll-Offs

Open Top	Rate
20 yd	$513.79
30 yd	$614.47
40 yd	$715.16
42 yd	$768.81

Compactor	Rate
26 yd	$683.40
40 yd	$723.68
42 yd	$777.76

Open Top; no landfill	Rate
20 yd	$340.35
30 yd	$354.29
40 yd	$368.24
42 yd	$404.54

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Compactor; no landfill	Rate
26 yd	$364.44
40 yd	$369.26
42 yd	$405.59

BUILDING AND DEVELOPMENT FEE SCHEDULE

Residential – New Single Family and Duplex Construction	
Building	$0.40 per sq. ft. conditioned space
Mechanical	$0.02 per sq. ft. conditioned space
Electrical	$0.04 per sq. ft. conditioned space
Plumbing	$0.06 per sq. ft. conditioned space
Roofing	$50.00 base fee plus $1.25 per square

Residential – Remodeling, Alterations, Additions, and Repairs*	
Building	$50.00 base fee plus $0.25 per sq. ft.
Mechanical	$50.00 base fee plus $0.02 per sq. ft.
Electrical	$50.00 base fee plus $0.04 per sq. ft.
Plumbing	$50.00 base fee plus $0.06 per sq. ft.
Roofing	$50.00 base fee plus $1.25 per square

*sq. ft. based on space subject to the remodel, alteration, addition, or repairs.

Commercial – New Construction /Apartments	
Building	$300.00 base fee plus $0.45 per sq. ft.
Shell Building	$300.00 base fee plus $0.30 per sq. ft.
Interior Finish Out	$100.00 base fee plus $0.15 per sq. ft.
Mechanical	$50.00 base fee plus $0.03 per sq. ft.
Electrical	$50.00 base fee plus $0.04 per sq. ft.
Plumbing	$50.00 base fee plus $0.06 per sq. ft.
Roofing	$50.00 base fee plus $1.25 per square

Commercial – Remodeling, Alterations, Additions, and Repairs*	
Building	$50.00 base fee plus $0.40 per sq. ft.
Mechanical	$50.00 base fee plus $0.03 per sq. ft.
Electrical	$50.00 base fee plus $0.04 per sq. ft.
Plumbing	$50.00 base fee plus $0.06 per sq. ft.
Roofing	$50.00 base fee plus $1.25 per square

*sq. ft. based on space subject to the remodel, alteration, addition, or repairs.

Other Permits & Fees	
Certificate of Occupancy (per Unit)	$50.00
Vendor Permit	$5.00 / Day or $100 / Year
Signage Permit	$100.00
Demolition Fee	$100.00
Storage Building, Carport, Shed	$50.00
Fence Permit	$40.00
False Alarm Fee*	$50.00

*Response to alarm site if the city representatives have to secure the premises

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Construction Plan Review Fee	
Residential	Actual Cost Plus Time & Materials
Commercial	Actual Cost Plus Time & Materials
Plumbing Inspection Fee – Outside City Limits	$50.00
Inspection After Normal Business Hours	$50.00
Re-inspection Fee	$35.00
Building Permit Violation Penalty Fee*	$200.00 / Day

*Where work for which a permit is required by code is started or proceeded prior to obtaining said permit. The payment of such penalty shall not relieve any persons from fully complying with the code requirements in the execution of the work nor from any other penalties prescribed herein.

Copies (8.5 x 11)	25¢ / sheet
Filing Fees	Actual Cost
Curb Cuts	Actual Cost Plus Time & Materials
Street Cuts	Actual Cost Plus Time & Materials
Water / Sewage Cuts	Actual Cost Plus Time & Materials

PLANNING AND ZONING FEE SCHEDULE

Plats			$250.00
Minor Plats	Preliminary & Final		$250.00
Re-Plats	Preliminary & Final		$250.00
Amended Plats	Preliminary & Final		$250.00
Vacated Plats	Preliminary & Final		
		Less than 10 Acres	$100.00
		10 to 50 Acres	$150.00
		Over 50 Acres	$200.00
Major Plats	Preliminary		
		Less than 10 Acres	$300.00
		10 to 50 Acres	$400.00
		Over 50 Acres	$500.00
Major Plats	Final		
		Less than 10 Acres	$300.00
		10 to 50 Acres	$400.00
		Over 50 Acres	$500.00
Application Fees			
	Rezoning		$200.00
	Variance		$200.00
	Specific Use Permit		$200.00
	Adult Oriented Business		$500.00
Document Fees			
	Comprehensive Plan Zoning Ordinance		Actual Cost
	Engineering		Actual Cost

CEMETERY FEE SCHEDULE

Plot – Adult	$500.00
Plot – Infant	$250.00

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PARKS & RECREATION FEE SCHEDULE

Athletic Field

Field Permit*	$15.00 / Player
*Teams charged per player that did not register to play in a Diboll Youth Baseball / Softball League the preceding season	
Park Lights	$10.00 / Hour
Trash Service	$35.00 / Hour
Field Permit Violation	$250.00

Civic Center

Security Deposit	$400.00

Standard Rental Rates		
Monday - Thursday	8:00 am – 1:15am	$300.00
Friday	8:00 am – 1:15am	$400.00
Saturday	8:00 am – 1:15am	$1100.00
Sunday	12:00 pm – 10pm	$300.00

Non-Profit Rental Rates* Max Rate Allowed		
Monday - Thursday	8:00 am – 1:15am	$300.00
Friday	8:00 am – 1:15am	$300.00
Saturday	8:00 am – 1:15am	$500.00
Sunday	12:00 pm – 10pm	$300.00

Government Rental Rate		
Monday - Thursday	8:00 am – 1:15am	$150.00
Friday	8:00 am – 1:15am	$150.00
Saturday	8:00 am – 1:15am	$500.00
Sunday	12:00 pm – 10pm	$150.00

Clean up Fee	$400.00
Returned Check Fee	$35.00
Processing Fee	$50.00

Equipment	
Bleachers	$100.00
Stage	$100.00
Sound Equipment	$100.00
LCD Projector w/ retractable screen	
Lighting Equipment	
Tables, Chairs	$0.00

Funeral Service Rental Rates * restrictions apply		
Monday - Thursday	8:00 am – 1:15am	$300.00

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Friday	8:00 am – 1:15am	$400.00
Saturday	8:00 am – 1:15am	$600.00
Sunday	12:00 pm – 10pm	$300.00

* Funeral Service Rates are not available for booking more than 10 days before a scheduled event and may not conflict with any other prescheduled events.

Special Contract Rate* restrictions apply			
Non-Profit	Monday - Thursday	5:00 pm – 1:15am	$100.00
	Friday	12:00 pm – 1:15am	$100.00
	Saturday	8:00 am – 1:15am	$250.00
	Sunday	12:00 pm – 10pm	$100.00
Standard	Monday - Thursday	5:00 pm – 1:15am	$200.00
	Friday	12:00 pm – 1:15am	$350.00
	Saturday	8:00 am – 1:15am	$1000.00
	Sunday	12:00 pm – 10pm	$250.00

* Special Contract Rates are not available unless a Special Rental Contract is approved by City Council.

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ORDINANCE NO. 2022-09-002

AN ORDINANCE CREATING A FEE SCHEDULE IN THE CODE OF ORDINANCES FOR THE CITY OF DIBOLL, TEXAS ESTABLISHING RATES AND FEES OR CERTAIN ITEMS, SERVICES AND PERMITS PROVIDED FOR IN THE CODE OF ORDINANCES OF THE CITY OF DIBOLL, TEXAS.

WHEREAS, the Code of Ordinances of the City of Diboll, Angelina County, Texas in various chapters and sections, provides for certain rates and fees to be charges for certain items, services and permits; and

WHEREAS, the City Council desires that these rates and fees will supersede all rates and fees previously established in all chapters, articles, and sections of the Code of Ordinances for the City of Diboll, Texas; and

WHEREAS, the City Council desires that those rates and fees shall be set by ordinance and kept on file with the City Secretary of the City of Diboll.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Diboll, Texas, that:

I.

The attached schedule of fees, rates and permits, described as Appendix "A" and incorporated herein for all purposes is hereby adopted in its entirety and the amounts set forth for fees, rated and permits therein shall stand until changed by Ordinance of City Council of the City of Diboll, Texas.

II.

This Ordinance together with its Appendix "A" shall at all times be available for public viewing in the office of the City Secretary of the City of Diboll, Texas.

III.

This Ordinance shall take effect and be in full force and effect on October 1, 2022.

PASSES AND APPROVED this the ____day of _____, 2021

_____

Trey Wilkerson, Mayor

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ATTEST:

_____

Rosa Olvera, City Secretary

STATE OF TEXAS §
ANGELINA COUNTY §
CITY OF DIBOLL §

APPROVED AS TO FORM:

_____

John Sloan, City Attorney

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Jason A. Arnold, MPA
City Manager, City of Diboll

400 Kenley Street
P.O. Box 340
Diboll, Texas 75941
(936)-829-6800
jarnold@cityofdiboll.com

September 9, 2022

Honorable Mayor and City Council
City of Diboll

RE: Revenue Above Expenditures FY 21/22

As we approach the end of the current fiscal year, staff has identified a larger than budgeted amount of revenue above expenditures. This increase in revenue is a direct result of skilled execution of the budget by staff. Expenditures were kept in check despite inflation. Additionally, sales tax was higher than estimated by 30%. Most likely due to inflation as well, but still resulting in real money. Finally, a very successful public auction of salvage equipment produced approximately $61,000 in additional revenue as well.

Maintaining the momentum we have within the City, staff has projects prepared for this situation. The budget amendment proposed will allocate funds to repair the sidewalk at Thompson and Ballinger ($3,500), complete minor upgrades to the Public Safety Building security system ($900), tackle a portion of needed renovations at the DVFD Substation ($10,000) and replace the digital sign at City Hall ($50,000). Any additional excess, approximately $100,000, will be transferred to fund balance and moved to the Restricted Project fund for further projects with the City Council's approval in the 2022-2023 budget.

Details of the projects and associated costs will be provided in the actual amendment. And, Staff is prepared to answer any questions you may have.

Respectfully,

Jason A. Arnold, MPA
City Manager
City of Diboll

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CITY OF DIBOLL
2021-2022 Fiscal Year Budget
End of Year Budget Amendment
Budget Amendment No. 06

400 Kenley, Diboll TX 75941
phone: 936-829-4757
Fax: 936-829-1179

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BALANCING WORKSHEET 10/2021-9/2022

AMENDED BALANCE
DEPARTMENTAL FUNDS

	2021-2022 Budget	2021-2022 Mid Year	2021-2022 End of Year	Difference
General Govt	1,872,253.57	1,983,010.00	2,111,698.94	128,688.94
Municipal Court	380,010.97	366,155.95	277,975.04	(88,180.91)
Police	(1,528,524.38)	(1,566,142.88)	(1,517,727.00)	48,415.88
Code Enforcement	(3,879.38)	(2,537.50)	(2,881.50)	(344.00)
Fire	(179,787.94)	(179,822.93)	(176,989.62)	2,833.31
Animal Control	(48,517.98)	(54,526.01)	(46,041.29)	8,484.72
Street	(342,368.05)	(373,121.48)	(381,135.35)	(8,013.87)
Parks	(149,186.82)	(172,189.40)	(165,581.13)	6,608.27
GENERAL FUND	0.00	825.75	99,318.07	98,492.33
Utility	(286,102.08)	(281,648.39)	(233,563.64)	48,084.74
Wastewater	272,159.22	274,957.07	227,105.76	(47,851.31)
UTILITY FUND	(13,942.86)	(6,691.32)	(6,457.88)	233.44
Civic Center	30,031.20	15,586.87	13,665.19	(1,921.69)
Recreation	(14,999.00)	(14,999.00)	(11,018.65)	3,980.35
RECREATION FUND	15,032.20	587.87	2,646.54	2,058.66
GENERAL BALANCED	0.00	825.75	99,318.07	98,492.33
UTILITY BALANCED	(13,942.86)	(6,691.32)	(6,457.88)	233.44
RECREATION BALANCED	15,032.20	587.87	2,646.54	2,058.66
TOTAL	1,089.34	(5,277.70)	95,506.73	100,784.43

POSITIVE BUDGET of 100K to Fund Balance including following Project Requests

PROJECTS REQUESTED		
Sales Tax Increase and Positive Budget Management, Approx 100K		
	DVFD Station Building Repairs	10,000
	Diboll Police Department Secuity Improvements	900
	Sidewalk @ Ballenger & Thompson	3500
PROJECTS REQUESTED		
Auction Proceeds, Approx 61K		
	Digital Sign Replacement	50000

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General Fund - General Government Dept. 1 GG

GL No.	Account Name	Category	2020-2021 Budget Amended	2021-2022 Budget	2021-2022 Budget Amended	2021-2022 Year To Date	2021-2022 Mid-Year Budget Amended	2021-2022 EOY Proposed	Difference
01-01-3210	Licenses & Permits	Licenses & Permits	22,750.30	13,322.89	13,322.89	11,539.41	15,000.00	25,850.00	10,850.00
01-01-3300	Credit Card Fees	Fines & Fees	49.12	-	-	37.80	37.80	52.05	14.25
01-01-3500	Franchise Tax	Tax	400,000.00	400,000.00	400,000.00	50,957.45	400,000.00	375,000.00	(25,000.00)
01-01-3550	Payments in Lieu of Tax	Tax	78,031.46	78,031.46	78,031.46	75,754.05	75,754.05	75,754.05	-
01-01-3600	Property Tax - Current	Tax	1,087,466.48	1,142,559.51	1,142,559.51	1,168,968.48	1,168,968.48	1,190,628.81	21,660.33
01-01-3610	Property Tax - Delinquent	Tax	12,417.71	11,000.00	11,000.00	11,546.59	11,546.59	19,375.15	7,828.56
01-01-3620	Property Tax - Penalties & Interest	Tax	11,000.00	11,000.00	11,000.00	10,000.23	10,000.23	16,038.43	6,038.20
01-01-3700	Sales Tax	Tax	600,000.00	629,499.03	629,499.03	322,137.97	629,499.03	744,676.78	115,177.75
01-01-3800	Interest Income	Interest	2,500.00	2,500.00	2,500.00	1,444.58	2,889.16	3,363.33	474.17
01-01-3930	Cemetary Lots	Miscellaneous	16,750.00	5,000.00	5,000.00	6,000.00	6,000.00	12,250.00	6,250.00
01-01-3940	Grant Proceeds	Contributions & Grants	236,632.00	-	-				-
01-01-3950	Miscellaneous	Miscellaneous						61,570.00	
01-01-3950	Miscellaneous	Miscellaneous	10,714.35	1,000.00	1,000.00	1,740.79	1,800.00	16,485.00	14,685.00
01-01-3970	Reimbursments	Miscellaneous						64.90	64.90
REVENUES			**2,478,311.42**	**2,293,912.89**	**2,293,912.89**	**1,660,127.35**	**2,321,495.34**	**2,541,108.50**	**219,613.16**
01-01-4000	Insurance - General Liability	Insurance	8,403.50	8,643.00	8,643.00	8,496.00	8,496.00	8,496.00	-
01-01-4001	Insurance - Property	Insurance	848.79	938.11	938.11	919.35	919.35	919.35	-
01-01-4003	Insurance - Public Officials	Insurance	527.24	538.00	538.00	527.24	527.24	527.24	-
01-01-4030	Bank Fees	Fines & Fees	460.00	460.00	460.00	259.49	350.00	260.00	(90.00)
01-01-4040	Dues & Associations	Admin	4,863.00	4,964.00	4,964.00	842.75	4,964.00	3,731.00	(1,233.00)
01-01-4041	Software & Subscriptions	Admin	42,435.50	78,373.00	238,333.00	49,708.75	249,146.75	320,587.70	71,440.95
01-01-4043	Office & Janitorial Supplies	Admin	6,500.00	6,500.00	6,500.00	3,610.98	6,500.00	5,000.00	(1,500.00)
01-01-4044	Postage	Admin	3,333.00	3,798.00	3,798.00	1,741.35	3,610.00	4,630.00	1,020.00
01-01-4045	Printing	Admin	1,950.00	2,640.00	2,640.00	1,123.32	2,443.32	1,761.00	(682.32)
01-01-4046	Legal Notices	Admin	2,000.00	3,375.00	3,375.00	4,851.51	6,000.00	5,400.00	(600.00)
01-01-4047	Elections	Admin	22,600.00	11,000.00	11,000.00	244.00	15,000.00	6,075.00	(8,925.00)
01-01-4048	Meetings	Admin	1,000.00	1,000.00	1,000.00	133.49	750.00	503.00	(247.00)
01-01-4060	Contributions	Admin	25,150.00	25,150.00	25,150.00	1,227.84	23,750.72	22,085.04	(1,665.68)
01-01-4070	Reimbursables	Admin	-	-	-	7,820.00	7,820.00	13,769.00	5,949.00
01-01-4080	Capital Improvements	Capital	25,800.00	-	-	-	-		-
01-01-4100	Contractual Services	Contractual Services	1,564.00	804.00	804.00	314.00	804.00	899.00	95.00
01-01-4110	Intergov't Contracts - Ambulance	Intergov't Contracts	24,977.24	26,000.00	-	-	-	-	-
01-01-4120	Intergov't Contracts - Transportation	Intergov't Contracts	21,000.00	21,000.00	21,000.00	12,250.00	21,000.00	21,000.00	-
01-01-4150	Intergov't Contracts - County	Intergov't Contracts	26,744.38	26,732.00	26,732.00	14,405.78	27,118.96	28,826.54	1,707.58
01-01-4200	Professional Services	Professional Services	401.00	400.00	400.00	750.00	1,000.00	750.00	(250.00)
01-01-4201	Professional Services - Legal	Professional Services	47,000.00	15,000.00	40,000.00	13,481.90	30,000.00	16,800.00	(13,200.00)
01-01-4202	Professional Services - Finance	Professional Services	17,000.00	17,000.00	17,000.00	-	17,000.00	18,132.34	1,132.34
01-01-4203	Proffessional Services - Engineer	Professional Services	5,500.00	500.00	500.00	-	500.00	-	(500.00)
01-01-4204	Professional Services - Equipment Maint.	Professional Services	4,510.00	3,120.00	3,120.00	1,555.76	3,175.76	2,845.00	(330.76)
01-01-4205	Professional Services - Inspections	Professional Services	4,500.00	4,500.00	4,500.00	4,248.00	5,000.00	8,000.00	3,000.00
01-01-4208	Professional Services - IT	Professional Services	1,500.00	2,900.00	2,900.00	420.00	600.00	420.00	(180.00)
01-01-4210	Project Expense	Project Expense	-	-	-		42,000.00	50,000.00	8,000.00
01-01-4300	Telephone & Internet Services	Utility	15,042.00	15,702.00	15,702.00	7,641.73	15,348.23	16,254.69	906.46
01-01-4310	Utility Services - Operations	Utility	4,080.00	4,500.00	4,500.00	2,781.48	5,562.96	4,783.00	(779.96)
01-01-4400	Building Maintenance	Maintenance	13,007.40	2,200.00	2,200.00	351.02	12,200.00	13,600.00	1,400.00
01-01-4430	Ground Repairs & Maint.	Maintenance	750.00	750.00	750.00	-	-		-
01-01-4461	Small Equipment	Materials & Supplies	950.00	1,000.00	1,000.00	-	-	48.00	48.00
01-01-4480	Uniforms	Materials & Supplies						1,500.00	
01-01-4500	Miscellaneous	Miscellaneous	-	-	-	(964.85)	(2,122.67)	(1,547.52)	575.15
01-01-4800	Payroll - Salaries	Payroll	96,013.86	265,136.56	292,136.56	135,599.46	307,595.92	290,000.00	(17,595.92)
01-01-4810	Payroll - Overtime	Payroll	60.84	200.00	200.00	141.76	200.00	280.00	80.00
01-01-4811	Payroll - Sick	Payroll	4,560.63	-				-	-
01-01-4812	Payroll - Holiday	Payroll	5,166.20	-				-	-
01-01-4813	Payroll - Vacation	Payroll	2,758.52	-				-	-
01-01-4815	Payroll - Auto Allowance	Payroll	5,400.00	7,800.00	7,800.00	3,030.00	7,800.00	7,800.00	-
01-01-4816	Payroll - Certificate & Longevity Pay	Payroll	550.00	2,472.00	2,472.00	2,472.00	3,972.00	3,972.00	-
01-01-4817	Payroll - Taxes	Payroll		21,679.58	21,679.58	11,166.56	24,455.93	24,455.93	-
01-01-4820	FICA Expense	Payroll	18,454.35	-				-	-
01-01-4825	SUTA Expense	Payroll	54.02	-				-	-
01-01-4830	TMRS Expense	Payroll	39,245.46	40,414.84	40,414.84	21,011.25	46,931.12	45,000.00	(1,931.12)
01-01-4840	Health Insurance	Payroll	13,018.50	20,400.00	20,400.00	6,572.96	14,171.12	14,500.00	328.88
01-01-4850	Workman's Comp	Payroll	499.76	5,365.85	5,365.85	2,472.31	5,365.85	5,365.85	-
01-01-4855	TX Unemployment	Payroll	945.03	-				1,882.00	1,882.00
01-01-4860	HR - Onboarding	Personel	10,000.00	13,100.00	1,100.00	327.87	500.00	500.00	-
01-01-4865	Personel Screening	Personel	280.00	280.00	280.00	-	40.00	40.00	-
01-01-4870	Training & Conferences	Personel	7,980.00	5,800.00	5,800.00	620.00	2,440.00	4,310.00	1,870.00
01-01-4880	Travel & Meals	Personel	7,080.00	14,300.00	14,300.00	4,256.24	7,456.24	14,635.86	7,179.62
01-01-4895	Appreciation / Benevolence	Personel	1,000.00	1,000.00	1,000.00	1,021.10	1,021.10	1,021.10	-
EXPENSES			**547,464.20**	**687,435.95**	**861,395.94**	**327,432.40**	**931,413.90**	**989,818.12**	58,404.22
									-
01-01-9999	Transfer from Endowment Fund	Transfer		(6,316.80)	(6,316.80)	-	(6,289.35)	(6,289.35)	-
01-01-9999	Transfer from Fund Balance	Transfer			(38,492.83)	(38,492.83)	(38,492.83)	(38,492.83)	-
01-01-9999	Transfer form Red Light Fund	Transfer		-	(25,000.00)	(25,000.00)	(25,000.00)	(25,000.00)	-
01-01-9999	Transfer to Recreation Fund	Transfer		70,780.00	70,780.00	70,780.00	6,500.00	-	(6,500.00)
01-01-9999	Transfer from Recreation Fund	Transfer			(15,000.00)	(15,000.00)	-	-	-
01-01-9999	Transfer to Debt Service	Transfer		22,978.00	22,978.00	22,978.00	28,384.26	28,384.26	-
01-01-9999	Transfer from Hotel Motel Fund	Transfer			(14,240.00)	(14,240.00)	(14,240.00)	(14,240.00)	-
01-01-9999	Transfer from MC Tech Fund	Transfer			(23,320.00)	(23,320.00)	(23,320.00)	(27,000.00)	(3,680.00)
01-01-9999	Transfer from MC Security Fund	Transfer		(5,000.00)	(5,000.00)	(5,000.00)	(20,345.64)	(20,345.64)	-
01-01-9999	Transfer from Restricted Projects Fund	Transfer			(122,400.00)	(122,400.00)	(122,400.00)	(122,400.00)	-
01-01-9999	Transfer to Utility Fund	Transfer			14,000.00	14,000.00	-	-	-
01-01-9999	Transfer from Utility Fund	Transfer		(297,725.00)	(297,725.00)	(297,725.00)	(377,725.00)	(335,025.00)	42,700.00
TRANSFERS			**-**	**(215,283.80)**	**(439,736.63)**	**(433,419.83)**	**(592,928.56)**	**(560,408.56)**	**32,520.00**

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General Fund - General Government Dept. 1 GG

GL No.	Account Name	Category	2020-2021 Budget Amended	2021-2022 Budget	2021-2022 Budget Amended	2021-2022 Year To Date	2021-2022 Mid-Year Budget Amended	2021-2022 EOY Proposed	Difference
	NET DEPARTMENT		1,930,847.22	1,821,760.74	1,872,253.57	1,766,114.78	1,983,010.00	2,111,698.94	128,688.94

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General Fund - Municipal Court Dept. 2 MC

GL No.	Account Name	Category	2020-2021 Budget Amended	2021-2022 Budget	2021-2022 Budget Amended	2021-2022 Year To Date	2021-2022 Mid-Year Budget	2021-2022 EOY Proposed	Difference
01-02-3200	Fines & Fees	Fines & Fees	409,273.13	459,866.94	459,866.94	219,000.95	450,000.00	355,000.00	(95,000.00)
01-02-3201	Time Payment Reimbursment Fee	Fines & Fees	964.75	-	-	1,168.95	1,168.95	1,806.83	637.88
REVENUES			**410,237.88**	**459,866.94**	**459,866.94**	**220,169.90**	**451,168.95**	**356,806.83**	**(94,362.12)**
01-02-4040	Dues & Associations	Admin	225.00	225.00	225.00	-	150.00	150.00	-
01-02-4041	Software Subscriptions	Admin	4,725.00	-	-	-	-		-
01-02-4043	Office & Janitorial Supplies	Admin	1,500.00	1,500.00	1,500.00	948.95	1,500.00	1,690.00	190.00
01-02-4100	Contractual Services	Contractual Services	432.00	432.00	432.00	-	540.00	72.00	(468.00)
627729	Professional Services	Professional Services	-	-	-	-	-		-
01-02-4201	Professional Services - Legal	Professional Services	5,000.00	5,000.00	5,000.00	5,610.00	10,000.00	9,100.00	(900.00)
01-02-4208	Professional Services - IT	Professional Services	-	500.00	500.00	100.00	100.00	100.00	-
01-02-4300	Telephone & Internet Services	Utility						25.15	25.15
01-02-4461	Small Equipment	Materials & Supplies	200.00	500.00	500.00	-	-		-
01-02-4500	Miscellaneous	Miscellaneous	274.85	-	-				-
01-02-4800	Payroll - Salaries	Payroll	30,527.36	50,091.72	50,091.72	22,586.30	53,446.15	50,000.00	(3,446.15)
01-02-4803	Payroll - Judge	Payroll	21,197.90	-	-	-	-	-	-
01-02-4810	Payroll - Overtime	Payroll	258.09	300.00	300.00	48.36	114.31	60.00	(54.31)
01-02-4811	Payroll - Sick	Payroll	2,511.48	-	-			-	-
01-02-4812	Payroll - Holiday	Payroll	2,377.92	-	-			-	-
01-02-4813	Payroll - Vacation	Payroll	5,075.09	-	-			-	-
01-02-4816	Payroll - Certificate & Longevity Pay	Payroll	1,054.80	206.00	206.00	206.00	206.00	206.00	-
01-02-4817	Payroll - Taxes	Payroll		4,184.36	4,184.36	2,301.54	4,690.10	4,000.00	(690.10)
01-02-4820	FICA Expense	Payroll	5,188.26	-	-			-	-
01-02-4825	SUTA Expense	Payroll	42.05	-	-			-	-
01-02-4830	TMRS Expense	Payroll	7,158.45	7,675.43	7,675.43	2,179.35	6,829.93	5,000.00	(1,829.93)
01-02-4840	Health Insurance	Payroll	6,312.00	5,100.00	5,100.00	2,449.86	5,404.70	5,826.82	422.12
01-02-4850	Workman's Comp	Payroll	187.07	1,341.46	1,341.46	1,236.15	1,341.46	1,341.46	-
01-01-4855	TX Unemployment	Payroll	420.42	-	-			570.00	570.00
01-02-4860	HR - Onboarding	Personel	-	-	-	-		-	-
01-02-4870	Training	Personel	1,000.00	1,200.00	1,200.00	500.00	500.00	500.00	-
01-02-4880	Travel & Meals	Personel	500.00	1,600.00	1,600.00	190.36	190.36	190.36	-
EXPENSES			**96,167.72**	**79,855.98**	**79,855.98**	**38,356.87**	**85,013.00**	**78,831.79**	**(6,181.21)**
	NET DEPARTMENT		**314,070.16**	**380,010.97**	**380,010.97**		**366,155.95**	**277,975.04**	**(88,180.91)**

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General Fund - Police Dept. 3 PD

GL No.	Account Name	Category	2020-2021 Budget Amended	2021-2022 Budget	2021-2022 Budget Amended	2021-2022 Year To Date	2021-2022 Mid-Year Budget Amended	2021-2022 EOY Proposed	Difference
01-03-3940	Grant Proceeds	Contributions & Grar	-	-	-	-	27,125.00	38,925.00	11,800.00
01-03-3960	Donations	Contributions & Grants						300.00	300.00
01-03-3970	Reimbursements	Miscellaneous	-	-	65,168.30	65,168.30	65,168.30	65,168.30	-
REVENUES			**-**	**-**	**65,168.30**	**65,168.30**	**92,293.30**	**104,393.30**	**12,100.00**
01-03-4001	Insurance - Property	Insurance	2,970.77	3,283.40	3,283.40	3,217.73	3,217.73	3,217.73	-
01-03-4002	Insurance - Fleet & Equipment	Insurance	7,594.51	7,880.02	7,880.02	7,789.21	7,789.21	7,789.21	-
01-03-4005	Insurance - PD	Insurance	14,141.40	12,517.00	12,517.00	12,266.66	12,266.66	12,266.66	-
01-03-4010	Grant Expense	Contributions & Grar	-	-	-	27,125.00	27,125.00	35,125.00	8,000.00
01-03-4040	Dues & Associations	Admin	480.00	620.00	620.00	285.00	285.00	285.00	-
01-03-4041	Software Subscriptions	Admin	23,500.00	28,039.00	28,039.00	11,995.00	56,600.00	45,332.00	(11,268.00)
01-03-4043	Office & Janitorial Supplies	Admin	3,500.00	3,000.00	3,000.00	3,373.41	3,420.00	3,850.00	430.00
01-03-4044	Postage	Admin	100.00	100.00	100.00	235.45	486.00	486.00	-
01-03-4045	Printing	Admin	1,200.00	800.00	800.00	799.93	800.00	692.00	(108.00)
01-03-4070	Reimbursables	Admin						3,800.00	3,800.00
01-03-4080	Capital Improvements	Capital	85,500.00	-	109,086.13	97,617.42	106,000.00	106,000.00	-
01-03-4100	Contractual Services	Contractual Services	810.00	2,685.00	2,685.00	1,793.64	2,600.00	7,175.00	4,575.00
01-03-4204	Professional Services - Equipment Maint.	Professional Services	5,222.10	1,150.00	1,150.00	163.89	2,075.00	164.00	(1,911.00)
01-03-4208	Professional Services - IT	Professional Services	1,000.00	1,000.00	1,000.00	1,574.50	1,574.50	1,574.50	-
01-03-4210	Project Expense	Project Expense						900.00	
01-03-4300	Telephone & Internet Services	Utility	26,400.00	27,000.00	27,000.00	12,400.70	23,881.50	23,881.50	-
01-03-4310	Utility Services - Operations	Utility	3,240.00	3,900.00	3,900.00	2,263.74	3,900.00	4,076.50	176.50
01-03-4400	Building Maintenance	Maintenance	1,500.00	1,000.00	1,000.00	1,870.92	1,870.92	2,950.00	1,079.08
01-03-4440	Equipment Maintenance	Maintenance	6,000.00	4,000.00	4,000.00	1,236.00	1,500.00	1,300.00	(200.00)
01-03-4450	Fleet Maintenance	Maintenance	10,000.00	12,000.00	12,000.00	15,342.92	22,900.00	26,120.00	3,220.00
01-03-4460	Fleet Equipment	Materials & Supplies	2,500.00	-	-	-	-	2,300.00	2,300.00
01-03-4461	Small Equipment	Materials & Supplies	1,500.00	1,000.00	1,000.00	282.99	500.00	742.00	242.00
01-03-4462	PD Equipment	Materials & Supplies	7,400.00	3,000.00	5,100.00	2,973.86	4,800.00	6,750.00	1,950.00
01-03-4463	PD Firing Range	Materials & Supplies	2,000.00	500.00	500.00	1,926.40	1,926.40	1,926.40	-
01-03-4464	PD Ammo	Materials & Supplies	-	2,500.00	2,500.00	954.08	1,900.00	2,045.00	145.00
01-03-4471	Fuel	Materials & Supplies	30,000.00	35,000.00	35,000.00	18,259.52	40,000.00	45,000.00	5,000.00
01-03-4480	Uniforms	Materials & Supplies	3,500.00	3,500.00	3,500.00	2,421.91	3,625.00	4,200.00	575.00
01-03-4485	Uniform Maintenance	Materials & Supplies	6,600.00	6,600.00	6,600.00	3,300.00	6,600.00	6,600.00	-
01-03-4500	Miscellaneous	Miscellaneous	100.00	600.00	600.00	70.00	2,525.00	2,540.00	15.00
01-03-4800	Payroll - Salaries	Payroll	685,404.45	898,171.28	924,171.28	414,553.14	923,453.09	850,000.00	(73,453.09)
01-03-4810	Payroll - Overtime	Payroll	48,654.32	35,400.00	35,400.00	31,083.92	45,075.00	83,000.00	37,925.00
01-03-4811	Payroll - Sick	Payroll	44,366.46	-	-			-	-
01-03-4812	Payroll - Holiday	Payroll	37,247.63	-	-			-	-
01-03-4813	Payroll - Vacation	Payroll	38,321.93	-	-			-	-
01-03-4816	Payroll - Certificate & Longevity Pay	Payroll	14,260.00	18,748.00	18,748.00	14,874.00	14,874.00	15,474.00	600.00
01-03-4817	Payroll - Taxes	Payroll		77,652.77	77,652.77	41,545.73	81,896.87	72,000.00	(9,896.87)
01-03-4820	FICA Expense	Payroll	63,959.81	-	-			-	-
01-03-4825	SUTA Expense	Payroll	253.34	-	-			-	-
01-03-4830	TMRS Expense	Payroll	134,090.55	142,197.27	142,197.27	70,918.59	147,609.81	140,000.00	(7,609.81)
01-03-4840	Health Insurance	Payroll	78,820.74	96,900.00	96,900.00	39,703.16	80,226.68	77,910.00	(2,316.68)
01-03-4850	Workman's Comp	Payroll	37,439.48	25,487.80	25,487.80	10,507.29	25,487.80	25,487.80	-
01-03-4855	TX Unemployment	Payroll	2,532.75	-	-			-	-
01-03-4860	HR - Onboarding	Personel	120.00	800.00	800.00	670.00	1,670.00	1,770.00	100.00
01-03-4870	Training	Personel	3,500.00	3,500.00	3,500.00	985.00	2,000.00	2,615.00	615.00
01-03-4880	Travel & Meals	Personel	3,500.00	3,500.00	3,500.00	352.00	3,500.00	2,300.00	(1,200.00)
EXPENSES			**1,439,230.22**	**1,464,031.54**	**1,601,217.68**	**856,732.71**	**1,665,961.18**	**1,629,645.30**	**(36,315.88)**
01-01-9999	Transfer from Seized Fund	Transfer		-	(7,525.00)	(7,525.00)	(7,525.00)	(7,525.00)	-
TRANSFERS			**-**	**-**	**(7,525.00)**	**(7,525.00)**	**(7,525.00)**	**(7,525.00)**	**-**
	NET DEPARTMENT		**(1,439,230.22)**	**(1,464,031.54)**	**(1,528,524.38)**		**(1,566,142.88)**	**(1,517,727.00)**	**48,415.88**

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General Fund - Code Enforcement Dept. 4 CE

GL No.	Account Name	Category	2020-2021 Budget Amended	2021-2022 Budget	2021-2022 Budget Amended	2021-2022 Year To Date	2021-2022 Mid-Year Budget Amended	2021-2022 EOY Proposed	Difference
01-04-4041	Software Subscriptions	Admin	1,837.50	1,929.38	1,929.38	1,837.50	1,837.50	1,837.50	-
01-04-4070	Reimbursables	Admin						410.00	410.00
01-04-4200	Professional Services	Contractual & Professional Services						180.00	180.00
01-04-4461	Small Equipment	Materials & Supplies	200.00	200.00	200.00	-	550.00	445.00	(105.00)
01-04-4470	Materials & Supplies	Materials & Supplies	500.00	500.00	500.00	8.95	150.00	9.00	(141.00)
01-04-4480	Uniforms	Materials & Supplies	150.00	150.00	150.00	-	-		-
01-04-4800	Payroll - Salaries	Payroll	14,132.25	-			-		-
01-04-4811	Payroll - Sick	Payroll	2,226.27	-			-		-
01-04-4812	Payroll - Holiday	Payroll	1,145.40	-			-		-
01-04-4813	Payroll - Vacation	Payroll	376.59	-			-		-
01-04-4816	Payroll - Certificate & Longevity Pay	Payroll	64.00	-			-		-
01-04-4817	Payroll - Taxes	Payroll		-			-		-
01-04-4820	FICA Expense	Payroll	684.11	-			-		-
01-04-4825	SUTA Expense	Payroll	-	-			-		-
01-04-4830	TMRS Expense	Payroll	-	-			-		-
01-04-4840	Health Insurance	Payroll	-	-			-		-
01-04-4850	Workman's Comp	Payroll	212.24	-			-		-
01-04-4855	TX Unemployment	Payroll	-	-			-		-
01-04-4870	Training	Personel	-	500.00	500.00	-	-		-
01-04-4880	Travel & Meals	Personel	600.00	600.00	600.00	-	-		-
EXPENSES			**22,128.36**	**3,879.38**	**3,879.38**	**1,846.45**	**2,537.50**	**2,881.50**	**344.00**
	NET DEPARTMENT		**(22,128.36)**	**(3,879.38)**	**(3,879.38)**		**(2,537.50)**	**(2,881.50)**	**(344.00)**

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General Fund - Fire Dept. 5 FD

GL No.	Account Name	Category	2020-2021 Budget Amended	2021-2022 Budget	2021-2022 Budget Amended	2021-2022 Year To Date	2021-2022 Mid-Year Budget Amended	2021-2022 EOY Proposed	Difference
01-05-4001	Insurance - Property	Insurance	848.79	938.11	938.11	919.35	919.35	919.35	-
01-05-4002	Insurance - Fleet & Equipment	Insurance	8,340.03	8,653.69	8,653.69	8,554.09	8,554.09	8,554.09	-
01-05-4004	Insurance - Fire	Insurance	4,531.00	4,757.55	4,757.55	3,840.00	7,831.00	7,831.00	-
01-05-4040	Dues & Subscriptions	Admin	1,575.00	1,575.00	1,575.00	250.00	1,575.00	1,770.50	195.50
01-05-4140	Intergov't Contracts - DVFD*	Intergov't Contracts	74,810.00	-	-		-		-
01-05-4100	Contractual Services	Contractual Services		41,500.00	41,500.00	38,735.69	38,735.69	38,735.69	-
01-05-4200	Professional Services	Professional Services		1,500.00	1,500.00	1,560.00	1,560.00	1,560.00	-
01-05-4205	Professional Services - Inspections	Professional Services		6,000.00	6,000.00	4,837.15	6,000.00	5,280.00	(720.00)
01-05-4210	Project Expense	Project Expense						10,000.00	
01-05-4300	Telephone & Internet Services	Utility	2,940.00	2,040.00	2,040.00	781.82	1,807.34	2,475.00	667.66
01-05-4310	Utility Services - Operations	Utility	5,700.00	5,700.00	5,700.00	3,264.42	6,528.84	5,682.00	(846.84)
01-05-4400	Building Maintenance	Maintenance		2,000.00	2,000.00	-	2,000.00	-	(2,000.00)
01-05-4410	Systems & Structures Maintenance	Maintenance		1,500.00	1,500.00	958.75	1,500.00	3,750.00	2,250.00
01-05-4440	Equipment Maintenance	Maintenance		2,000.00	2,000.00	-	2,000.00	-	(2,000.00)
01-05-4450	Fleet Maintenance	Maintenance	100.00	5,100.00	5,100.00	6,249.58	6,249.58	8,590.00	2,340.42
01-05-4460	Fleet Equipment	Materials & Supplies	36,315.53	36,315.53	36,315.53	-	36,315.53	36,315.53	-
01-05-4461	Small Equipment	Materials & Supplies		3,000.00	3,000.00	-	3,000.00	-	(3,000.00)
01-05-4462	FD Equipment	Materials & Supplies		10,000.00	10,000.00	-	10,000.00	8,420.00	(1,580.00)
01-05-4470	Materials & Supplies	Materials & Supplies		1,000.00	1,000.00	-	1,000.00	-	(1,000.00)
01-05-4471	Fuel	Materials & Supplies	2,000.00	2,000.00	2,000.00	1,183.61	2,000.00	3,800.00	1,800.00
01-05-4472	Chemicals	Materials & Supplies		3,500.00	3,500.00	-	3,500.00	3,520.00	20.00
01-05-4480	Uniforms	Materials & Supplies		1,000.00	1,000.00	-	1,000.00	1,000.00	-
01-05-4800	Payroll - Salaries	Payroll	-	23,283.15	23,283.15	3,802.50	22,605.00	22,605.00	-
01-05-4805	Payroll - Fire Marshal	Payroll	7,605.00	-	-			-	-
01-05-4800	Payroll - Fire Chief	Payroll	3,620.75	-	-			-	-
01-05-4816	Payroll - Certificate & Longevity Pay	Payroll	-	-	-			-	-
01-05-4817	Payroll - Taxes	Payroll		2,083.44	2,083.44	372.56	800.05	650.00	(150.05)
01-05-4820	FICA Expense	Payroll	581.78	-	-			-	-
01-05-4825	SUTA Expense	Payroll	76.05	-	-			-	-
01-05-4830	TMRS Expense	Payroll	-	-	-			-	-
01-05-4835	Fireman's Pension	Payroll		8,000.00	8,000.00	-	8,000.00	4,000.00	(4,000.00)
01-05-4840	Health Insurance	Payroll	-	-				-	-
01-05-4850	Workman's Comp	Payroll	2,869.62	1,341.46	1,341.46	618.08	1,341.46	1,341.46	-
01-05-4855	TX Unemployment	Payroll	102.60	-	-	-	-	190.00	190.00
01-05-4860	HR - Onboarding	Personel	-	-	-	-	-	-	-
01-05-4870	Training	Personel	-	5,000.00	5,000.00	-	5,000.00	-	(5,000.00)
01-05-4880	Travel & Meals	Personel	-	-	-	-	-	-	-
EXPENSES			**152,016.15**	**179,787.94**	**179,787.94**	**75,927.60**	**179,822.93**	**176,989.62**	**(2,833.31)**
	NET DEPARTMENT		**(152,016.15)**	**(179,787.94)**	**(179,787.94)**		**(179,822.93)**	**(176,989.62)**	**2,833.31**

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General Fund - Animal Contol Dept. 6 AC

GL No.	Account Name	Category	2020-2021 Budget Amended	2021-2022 Budget	2021-2022 Budget Amended	2021-2022 Year To Date	2021-2022 Mid-Year Budget Amended	2021-2022 EOY Proposed	Difference
01-06-3950	Miscellaneous	Miscellaneous	205.00	-	-	-	-		-
REVENUES			**205.00**	**-**	**-**	**-**	**-**	**-**	**-**
01-06-4002	Insurance - Fleet & Equipment	Insurance	745.42	773.67	773.67	764.88	764.88	764.88	-
01-06-4207	Professional Services - Animal	Professional Services	1,500.00	1,500.00	1,500.00	334.60	1,500.00	1,700.00	200.00
01-06-4450	Fleet Maintenance	Maintenance	1,000.00	1,000.00	1,000.00	7.40	1,000.00	380.00	(620.00)
01-06-4461	Small Equipment	Materials & Supplies	200.00	200.00	200.00	-	200.00	-	(200.00)
01-06-4470	Materials & Supplies	Materials & Supplies	500.00	500.00	500.00	29.94	250.00	252.00	2.00
01-06-4471	Fuel	Materials & Supplies	1,500.00	1,500.00	1,500.00	479.98	1,500.00	2,600.00	1,100.00
01-06-4480	Uniforms	Materials & Supplies	150.00	150.00	150.00	-	-	-	-
01-06-4800	Payroll - Salaries	Payroll	14,132.12	27,989.65	27,989.65	14,358.68	34,758.68	32,028.73	(2,729.95)
01-06-4810	Payroll - Overtime	Payroll	-	-	-	297.25	400.00	555.00	155.00
01-06-4811	Payroll - Sick	Payroll	2,226.24	-	-			-	-
01-06-4812	Payroll - Holiday	Payroll	1,145.36	-	-			-	-
01-06-4813	Payroll - Vacation	Payroll	376.56	-	-			-	-
01-06-4816	Payroll - Certificate & Longevity Pay	Payroll	64.00	330.00	330.00	-	-	-	-
01-06-4817	Payroll - Taxes	Payroll	2,685.05	2,556.70	2,556.70	1,773.37	3,379.47	1,015.00	(2,364.47)
01-06-4820	FICA Expense	Payroll	13.47	-	-			-	-
01-06-4825	SUTA Expense	Payroll	5,511.86	-	-			-	-
01-06-4830	TMRS Expense	Payroll	4,734.00	4,476.50	4,476.50	1,606.80	4,681.08	2,120.00	(2,561.08)
01-06-4840	Health Insurance	Payroll	4,755.53	5,100.00	5,100.00	1,605.62	4,138.34	2,492.12	(1,646.22)
01-06-4850	Workman's Comp	Payroll	135.05	1,341.46	1,341.46	618.08	1,341.46	1,341.46	-
01-06-4855	TX Unemployment	Payroll		-	-			180.00	180.00
01-06-4870	Training	Personel		500.00	500.00	200.00	200.00	200.00	-
01-06-4880	Travel & Meals	Personel		600.00	600.00	412.10	412.10	412.10	-
EXPENSES			**41,374.66**	**48,517.98**	**48,517.98**	**22,488.70**	**54,526.01**	**46,041.29**	**(8,484.72)**
	NET DEPARTMENT		**(41,169.66)**	**(48,517.98)**	**(48,517.98)**		**(54,526.01)**	**(46,041.29)**	**8,484.72**

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General Fund - Street Dept. 7 ST

GL No.	Account Name	Category	2020-2021 Budget Amended	2021-2022 Budget	2021-2022 Budget Amended	2021-2022 Year To Date	2021-2022 Mid-Year Budget Amended	2021-2022 EOY Proposed	Difference
01-07-3200	Fines & Fees	Fines & Fees	-	34,680.00	34,680.00	17,647.50	34,897.50	34,967.50	70.00
REVENUES			**-**	**34,680.00**	**34,680.00**	**17,647.50**	**34,897.50**	**34,967.50**	**70.00**
01-07-4002	Insurance - Fleet & Equipment	Insurance	4,526.65	4,671.20	4,671.20	4,604.49	4,604.49	4,604.49	-
01-07-4043	Office & Janitorial Supplies	Admin	750.00	500.00	500.00	145.29	350.00	445.00	95.00
01-07-4070	Reimbursables	Admin						2,375.00	2,375.00
01-07-4100	Contractual Services	Contractual Services	250.00	250.00	250.00	-	250.00	-	(250.00)
01-07-4102	Contractual Services - Lighting	Contractual Services	75,000.00	75,000.00	75,000.00	54,499.24	88,000.00	87,400.00	(600.00)
01-07-4210	Project Expense	Project Expense						3,500.00	
01-07-4300	Telephone & Internet Services	Utility	2,880.00	2,280.00	2,280.00	1,082.70	1,272.70	1,275.00	2.30
01-07-4310	Utility Services - Operations	Utility	3,600.00	3,900.00	3,900.00	2,320.13	4,640.26	4,010.00	(630.26)
01-07-4400	Building Maintenance	Maintenance	1,200.00	1,200.00	1,200.00	-	-		-
01-07-4420	Street Maintenance	Maintenance	10,000.00	71,139.00	71,139.00	59,065.00	71,139.00	73,000.00	1,861.00
01-07-4440	Equipment Maintenance	Maintenance	5,000.00	8,600.00	8,600.00	7,294.44	7,900.00	11,500.00	3,600.00
01-07-4450	Fleet Maintenance	Maintenance	6,000.00	7,000.00	7,000.00	4,885.28	8,625.00	6,300.00	(2,325.00)
01-07-4455	Fleet Repairs - Accidental Damages	Maintenance	3,200.00	-	-		-		-
01-07-4460	Fleet Equipment	Materials & Supplies	-	-	-		-		-
01-07-4461	Small Equipment	Materials & Supplies	3,000.00	10,000.00	10,000.00	3,563.31	5,000.00	3,650.00	(1,350.00)
01-07-4470	Materials & Supplies	Materials & Supplies	12,000.00	9,000.00	9,000.00	9,848.00	9,850.00	11,000.00	1,150.00
01-07-4471	Fuel	Materials & Supplies	9,000.00	10,000.00	10,000.00	4,407.16	10,000.00	12,500.00	2,500.00
01-07-4480	Uniforms	Materials & Supplies	2,000.00	2,000.00	2,000.00	1,341.77	2,000.00	1,905.00	(95.00)
01-07-4800	Payroll - Salaries	Payroll	57,168.54	108,524.88	108,524.88	62,007.89	123,323.59	117,000.00	(6,323.59)
01-07-4810	Payroll - Overtime	Payroll	481.52	600.00	600.00	1,646.25	3,891.14	2,650.00	(1,241.14)
01-07-4811	Payroll - Sick	Payroll	4,175.09	-	-			-	-
01-07-4812	Payroll - Holiday	Payroll	4,276.02	-	-			-	-
01-07-4813	Payroll - Vacation	Payroll	2,606.94	-	-			-	-
01-07-4816	Payroll - Certificate & Longevity Pay	Payroll	1,454.60	2,652.00	2,652.00	1,840.00	1,840.00	1,840.00	-
01-07-4817	Payroll - Taxes	Payroll		9,294.18	9,294.18	4,415.05	9,319.44	10,010.00	690.56
01-07-4820	FICA Expense	Payroll	7,542.06	-	-			-	-
01-07-4825	SUTA Expense	Payroll	40.53	-	-			-	-
01-07-4830	TMRS Expense	Payroll	15,465.96	16,621.40	16,621.40	10,065.62	19,305.90	20,750.00	1,444.10
01-07-4840	Health Insurance	Payroll	13,552.56	15,300.00	15,300.00	8,655.94	16,494.10	19,100.00	2,605.90
01-07-4850	Workman's Comp	Payroll	7,010.40	4,024.39	4,024.39	2,472.31	4,024.39	4,024.39	-
01-07-4855	TX Unemployment	Payroll	404.97	-	-			1,075.00	1,075.00
01-07-4870	Training	Personel	500.00	950.00	950.00	450.00	-	-	-
01-07-4880	Travel & Meals	Personel	500.00	-	-	-	-	-	-
EXPENSES			**253,585.83**	**363,507.05**	**363,507.05**	**244,609.87**	**391,830.01**	**399,913.88**	**8,083.87**
01-07-9999	Transfer to Road Maintenance Fund	Transfer	-	13,541.00	13,541.00	16,188.97	16,188.97	16,188.97	-
TRANSFERS			**-**	**13,541.00**	**13,541.00**	**16,188.97**	**16,188.97**	**16,188.97**	**-**
	NET DEPARTMENT		**(253,585.83)**	**(342,368.05)**	**(342,368.05)**		**(373,121.48)**	**(381,135.35)**	**(8,013.87)**

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Utility Fund - Wastewater Dept. 8 WW

GL No.	Account Name	Category	2020-2021 Budget Amended	2021-2022 Budget	2021-2022 Budget Amended	2021-2022 Year To Date	2021-2022 Mid-Year Budget	2021-2022 EOY Proposed	Difference
02-08-3110	Utility - Sewer	Charges for Service	718,886.38	767,140.00	767,140.00	368,580.37	767,140.00	731,850.48	(35,289.52)
02-08-3970	Reimbursments	Miscellaneous	-	-	-	482.40	482.40	482.40	-
REVENUES			**718,886.38**	**767,140.00**	**767,140.00**	**369,062.77**	**767,622.40**	**732,332.88**	**(35,289.52)**
02-08-4001	Insurance - Property	Insurance	8,487.92	9,381.14	9,381.14	9,193.52	9,193.52	9,193.52	-
02-08-4002	Insurance - Fleet & Equipment	Insurance	1,631.29	1,690.66	1,690.66	1,670.21	1,670.21	1,670.21	-
02-08-4043	Office & Janitorial Supplies	Admin	1,500.00	1,575.00	1,575.00	600.70	1,500.00	1,570.00	70.00
02-08-4080	Capital Improvments	Capital	-	-	-	-	-		-
02-08-4100	Contractual Services	Contractual Services	250.00	2,020.00	2,020.00	840.00	2,000.00	1,680.00	(320.00)
02-08-4200	Professional Services	Professional Services	-	22,000.00	-		-		-
02-08-4204	Professional Services - Equipment Maint.	Professional Services	4,000.00	-	-	-	-		-
02-08-4205	Professional Services - Inspections	Professional Services	20,000.00	16,000.00	16,000.00	13,909.67	14,420.00	14,310.00	(110.00)
02-08-4206	Professional Services - Systems Maint.	Professional Services	110,000.00	111,000.00	111,000.00	78,943.22	96,895.00	118,000.00	21,105.00
02-08-4207	Professional Services - IT	Professional Services	230.00	-	-	120.00	120.00	120.00	-
02-08-4300	Telephone & Internet Services	Utility	6,060.00	6,000.00	6,000.00	2,868.86	3,558.86	4,265.00	706.14
02-08-4310	Utility Services - Operations	Utility	75,600.00	75,600.00	75,600.00	35,374.53	70,749.06	59,650.00	(11,099.06)
02-08-4400	Building Maintenance	Maintenance	400.00	6,500.00	6,500.00	-	18,500.00	18,500.00	-
02-08-4410	System & Structure Maintenance	Maintenance	-	-	-	-	-	300.00	300.00
02-08-4440	Equipment Maintenance	Maintenance	-	1,200.00	1,200.00	5,056.78	5,500.00	5,600.00	100.00
02-08-4450	Fleet Maintenance	Maintenance	8,000.00	6,600.00	6,600.00	3,503.82	6,600.00	8,500.00	1,900.00
02-08-4460	Fleet Equipment	Materials & Supplies	-	-	-	-	-	430.00	430.00
02-08-4461	Small Equipment	Materials & Supplies	5,815.50	2,000.00	2,000.00	2,130.29	2,200.00	3,750.00	1,550.00
02-08-4470	Materials & Supplies	Materials & Supplies	10,000.00	10,000.00	10,000.00	4,272.97	8,975.00	8,160.00	(815.00)
02-08-4471	Fuel	Materials & Supplies	8,000.00	9,000.00	9,000.00	5,036.40	10,400.00	10,700.00	300.00
02-08-4472	Chemicals	Materials & Supplies	50,000.00	50,000.00	50,000.00	26,709.76	50,000.00	55,650.00	5,650.00
02-08-4480	Uniforms	Materials & Supplies	2,500.00	2,500.00	2,500.00	2,680.03	4,055.00	3,200.00	(855.00)
02-08-4800	Payroll - Salaries	Payroll	131,715.71	111,063.30	111,063.30	56,414.89	121,354.40	118,000.00	(3,354.40)
02-08-4810	Payroll - Overtime	Payroll	9,911.22	15,000.00	15,000.00	3,125.56	7,387.69	5,060.00	(2,327.69)
02-08-4811	Payroll - Sick	Payroll	9,751.25	-	-				-
02-08-4812	Payroll - Holiday	Payroll	9,475.43	-	-				-
02-08-4813	Payroll - Vacation	Payroll	5,212.89	-	-				-
02-08-4816	Payroll - Certificate & Longevity Pay	Payroll	3,159.70	3,118.00	3,118.00	1,904.00	1,904.00	1,904.00	-
02-08-4817	Payroll - Taxes	Payroll		10,606.91	10,606.91	5,663.78	10,999.37	9,785.00	(1,214.37)
02-08-4820	FICA Expense	Payroll	9,524.96	-	-				-
02-08-4825	SUTA Expense	Payroll	40.46	-	-				-
02-08-4830	TMRS Expense	Payroll	20,241.21	19,201.38	19,201.38	9,456.70	19,243.08	19,000.00	(243.08)
02-08-4840	Health Insurance	Payroll	11,259.86	15,300.00	15,300.00	8,977.60	16,815.76	19,770.00	2,954.24
02-08-4850	Workman's Comp	Payroll	4,407.79	4,024.39	4,024.39	1,854.23	4,024.39	4,024.39	-
02-08-4855	TX - Unemployment	Payroll	404.99	-	-			1,060.00	1,060.00
02-08-4860	HR - Onboarding	Payroll	-	400.00	400.00	80.00	400.00	80.00	(320.00)
02-08-4870	Training	Personel	4,277.00	2,100.00	2,100.00	668.70	2,100.00	725.00	(1,375.00)
02-08-4880	Travel & Meals	Personel	2,560.00	3,100.00	3,100.00	562.70	2,100.00	570.00	(1,530.00)
EXPENSES			**534,417.15**	**516,980.78**	**494,980.78**	**281,618.92**	**492,665.33**	**505,227.12**	**12,561.79**
	NET DEPARTMENT		**184,469.23**	**250,159.22**	**272,159.22**		**274,957.07**	**227,105.76**	**(47,851.31)**

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Utility Fund - Utility Dept. 9 UT

GL No.	Account Name	Category	2020-2021 Budget Amended	2021-2022 Budget	2021-2022 Budget Amended	2021-2022 Year To Date	2021-2022 Mid-Year Budget	2021-2022 EOY Proposed	Difference
02-09-3100	Utility - Water	Charges for Service	1,045,519.01	1,202,233.00	1,202,233.00	580,486.96	1,202,233.00	1,176,349.58	(25,883.42)
02-09-3120	Utility - Garbage	Charges for Service	718,310.39	720,000.00	720,000.00	357,700.31	720,000.00	715,000.00	(5,000.00)
02-09-3130	Penalties & Interest	Fines & Fees	43,500.00	21,750.00	21,750.00	76,937.37	28,462.50	30,250.00	1,787.50
02-09-3300	Credit Card Fees	Fines & Fees	1,690.57	1,000.00	1,000.00	1,480.91	1,480.91	2,560.91	1,080.00
02-09-3800	Interest Income	Interest	380.00	400.00	400.00	168.22	336.44	2,400.00	2,063.56
02-09-3950	Miscellaneous	Miscellaneous	48,934.65	-	-	2,977.57	2,977.57	5,139.52	2,161.95
REVENUES			**1,858,334.62**	**1,945,383.00**	**1,945,383.00**	**1,019,751.34**	**1,955,490.42**	**1,931,700.01**	**(23,790.41)**
02-09-4001	Insurance - Property	Insurance	9,336.71	10,319.26	10,319.26	10,112.87	10,112.87	10,112.87	-
02-09-4002	Insurance - Fleet & Equipment	Insurance	4,007.99	4,154.99	4,154.99	4,105.29	4,105.29	4,105.29	-
02-09-4015	Bond Expense	Bonds	185,000.00	-	-	-	-		-
02-09-4016	Bond Interest	Interest	110,625.00	-	-	-	-		-
02-09-4020	Note Payables Expense	Notes	47,227.03	32,997.45	32,997.45	32,997.45	32,997.45	32,997.45	-
02-09-4025	Interest Expense	Interest	1,227.43	1,440.33	1,440.33	1,440.33	1,440.33	1,440.33	-
02-09-4030	Bank Fees	Fines & Fees	5,400.00	6,600.00	6,600.00	3,295.97	8,755.97	7,950.00	(805.97)
02-09-4041	Software Subscriptions	Admin	96,950.00	39,000.00	39,000.00	37,153.34	41,213.34	51,391.46	10,178.12
02-09-4043	Office & Janitorial Supplies	Admin	1,500.00	1,500.00	1,500.00	340.80	1,000.00	1,000.00	-
02-09-4044	Postage	Admin	-	-	-	-	-	-	-
02-09-4080	Capital Improvments	Capital	40,100.00	50,000.00	68,336.48	-	68,336.48	69,136.48	800.00
02-09-4100	Contractual Services	Contractual Services	50,000.00		-	-	16,412.38	-	(16,412.38)
02-09-4101	Contractual Services - Garbage	Contractual Services	672,000.00	672,000.00	672,000.00	336,293.05	672,000.00	668,550.00	(3,450.00)
02-09-4130	Intergov't Contracts - Utility Purchase	Intergov't Contracts	55,000.00	40,000.00	40,000.00	2,555.31	20,000.00	10,500.00	(9,500.00)
02-09-4200	Professional Services	Professional Services	7,600.00	22,000.00	22,000.00	5,587.62	5,587.62	5,587.62	-
02-09-4200	Professional Services - Engineer	Professional Services	-	-	-	(6,750.00)	(6,750.00)	(6,750.00)	-
02-09-4204	Professional Services - Equipment Maint.	Professional Services	8,600.00	6,000.00	6,000.00	6,023.00	7,250.00	10,658.00	3,408.00
02-09-4205	Professional Services - Inspections	Professional Services	10,000.00	4,000.00	4,000.00	3,618.65	3,618.65	3,618.65	-
02-09-4206	Professional Services - Systems Maint.	Professional Services	26,818.48	8,400.00	8,400.00	9,693.72	16,313.72	23,610.00	7,296.28
02-09-4207	Professional Services - IT	Professional Services		500.00	500.00	200.00	200.00	200.00	-
02-09-4300	Telephone & Internet Services	Utility	5,256.00	5,100.00	5,100.00	2,327.52	6,244.32	6,430.00	185.68
02-09-4310	Utility Services - Operations	Utility	63,300.00	65,520.00	65,520.00	36,845.95	64,097.95	63,000.00	(1,097.95)
02-09-4400	Building Maintenance	Maintenance	58,000.00	8,000.00	8,000.00	186.50	8,000.00	4,000.00	(4,000.00)
02-09-4410	Systems & Structures Maintenance	Maintenance	155,800.00	155,000.00	155,000.00	46,628.40	155,000.00	155,000.00	-
02-09-4430	Grounds Maintenance	Maintenance	1,800.00	-	-				-
02-09-4440	Equipment Maintenance	Maintenance	13,000.00	1,000.00	1,000.00	1,566.99	1,566.99	2,600.00	1,033.01
02-09-4450	Fleet Maintenance	Maintenance	8,000.00	8,000.00	8,000.00	966.52	4,000.00	4,000.00	-
02-09-4455	Fleet Repairs - Accidental Damages	Maintenance	1,781.54	-	-	-			-
02-09-4460	Fleet Equipment	Materials & Supplies	14,000.00	-	-	-	-		-
02-09-4461	Small Equipment	Materials & Supplies	17,500.00	15,000.00	15,000.00	9,047.88	12,000.00	11,000.00	(1,000.00)
02-09-4470	Materials & Supplies	Materials & Supplies	10,000.00	10,000.00	10,000.00	709.13	4,000.00	5,000.00	1,000.00
02-09-4471	Fuel	Materials & Supplies	12,000.00	13,000.00	13,000.00	6,671.32	17,000.00	19,700.00	2,700.00
02-09-4472	Chemicals	Materials & Supplies	40,000.00	42,000.00	42,000.00	25,594.74	42,500.00	43,000.00	500.00
02-09-4480	Uniforms	Materials & Supplies	2,750.00	2,750.00	2,750.00	3,538.79	5,000.00	5,320.00	320.00
02-09-4800	Payroll - Salaries	Payroll	277,863.36	222,912.31	258,912.31	88,664.41	218,142.10	200,000.00	(18,142.10)
02-09-4810	Payroll - Overtime	Payroll	15,771.29	14,700.00	14,700.00	2,665.30	6,299.80	8,050.00	1,750.20
02-09-4811	Payroll - Sick	Payroll	23,421.29	-	-				-
02-09-4812	Payroll - Holiday	Payroll	19,504.76	-	-				-
02-09-4813	Payroll - Vacation	Payroll	12,023.33	-	-				-
02-09-4816	Payroll - Certificate & Longevity Pay	Payroll	3,125.30	3,486.00	3,486.00	3,938.00	3,938.00	3,938.00	-
02-09-4817	Payroll - Taxes	Payroll		20,088.95	20,088.95	10,648.65	20,922.09	18,900.00	(2,022.09)
02-09-4820	FICA Expense	Payroll	14,878.49	-	-				-
02-09-4825	SUTA Expense	Payroll	69.12	-	-				-
02-09-4830	TMRS Expense	Payroll	30,892.38	36,192.01	36,192.01	15,303.44	34,815.73	35,000.00	184.27
02-09-4840	Health Insurance & Expense	Payroll	25,610.30	30,600.00	30,600.00	13,314.10	28,630.42	29,490.00	859.58
02-09-4850	Workman's Comp	Payroll	6,139.90	8,048.78	8,048.78	3,708.45	8,048.78	8,048.78	-
02-09-4855	TX- Unemployment	Payroll	690.92	-	-			2,240.00	2,240.00
02-09-4870	Training	Personel	3,500.00	2,100.00	2,100.00	1,055.20	2,100.00	1,505.20	(594.80)
02-09-4880	Travel & Meals	Personel	3,000.00	3,100.00	3,100.00	594.18	600.00	595.00	(5.00)
EXPENSES			**2,171,070.59**	**1,565,510.09**	**1,619,846.56**	**720,642.87**	**1,545,500.29**	**1,520,925.13**	**(24,575.15)**
02-09-9999	Transfer to General Fund	Transfer	-	297,725.00	297,725.00	297,725.00	377,725.00	335,025.00	(42,700.00)
02-09-9999	Transfer to Debt Service Fund	Transfer	-	355,250.00	355,250.00	355,250.00	355,250.00	350,650.00	(4,600.00)
02-09-9999	Transfer from Fund Balance	Transfer			(18,336.48)	(18,336.48)	(18,336.48)	(18,336.48)	-
02-09-9999	Transfer from Equipment Fund	Transfer		(23,000.00)	(23,000.00)	(23,000.00)	(23,000.00)	(23,000.00)	-
TRANSFERS			**-**	**629,975.00**	**611,638.52**	**611,638.52**	**691,638.52**	**644,338.52**	**(47,300.00)**
	NET DEPARTMENT		**(312,735.97)**	**(250,102.09)**	**(286,102.08)**		**(281,648.39)**	**(233,563.64)**	**48,084.74**

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General Fund - Parks Dept. 10 PR

GL No.	Account Name	Category	2020-2021 Budget Amended	2021-2022 Budget	2021-2022 Budget Amended	2021-2022 Year To Date	2021-2022 Mid-Year Budget Amended	2021-2022 EOY Proposed	Difference
01-10-4001	Insurance - Property	Insurance	6,790.34	7,504.91	7,504.91	7,354.82	7,354.82	7,354.82	-
01-10-4002	Insurance - Fleet & Equipment	Insurance	2,614.46	2,693.90	2,693.90	2,653.38	2,653.38	2,653.38	-
01-10-4020	Note Payables Expense	Notes	3,299.75	-	-	-	-		-
01-10-4025	Interest Expense	Fines & Fees	144.03	-	-	-	-		-
01-10-4043	Office & Janitorial Supplies	Admin	750.00	750.00	750.00	237.80	1,200.00	1,945.00	745.00
01-10-4080	Capital Improvements	Capital			-	-	-		-
01-10-4200	Professional Services	Professional Services	375.00	14,000.00	-	-	-		-
01-10-4300	Telephone & Internet Services	Utility	1,080.00	13,140.00	13,140.00	541.35	4,636.35	2,200.00	(2,436.35)
01-10-4310	Utility Services - Operations	Utility	10,800.00	12,000.00	12,000.00	6,860.94	13,721.88	13,971.00	249.12
01-10-4400	Building Maintenance	Maintenance	2,500.00	3,500.00	3,500.00	5,016.80	5,016.80	6,900.00	1,883.20
01-10-4410	Systems & Structures Maintenance	Maintenance	4,000.00	2,500.00	2,500.00	367.88	2,500.00	4,500.00	2,000.00
01-10-4430	Ground Repairs & Maint	Maintenance	1,250.00	4,500.00	4,500.00	4,500.00	4,500.00	7,200.00	2,700.00
01-10-4440	Equipment Maintenance	Maintenance	2,000.00	2,000.00	2,000.00	950.75	2,000.00	2,250.00	250.00
01-10-4450	Fleet Maintenance	Maintenance	2,000.00	3,500.00	3,500.00	2,249.41	3,500.00	2,800.00	(700.00)
01-10-4460	Fleet Equipment	Materials & Supplies	-	-	-	-	-		-
01-10-4461	Small Equipment	Materials & Supplies	5,000.00	5,600.00	5,600.00	3,297.42	4,600.00	3,300.00	(1,300.00)
01-10-4470	Materials & Supplies	Materials & Supplies	3,800.00	3,750.00	3,750.00	634.50	3,750.00	2,700.00	(1,050.00)
01-10-4471	Fuel	Materials & Supplies	5,400.00	5,400.00	5,400.00	1,923.32	5,400.00	8,000.00	2,600.00
01-10-4472	Chemicals	Materials & Supplies	2,000.00	3,500.00	3,500.00	3,954.89	3,954.89	4,000.00	45.11
01-10-4480	Uniforms	Materials & Supplies	2,000.00	2,000.00	2,000.00	1,200.13	1,800.00	1,650.00	(150.00)
01-10-4800	Payroll - Salaries	Payroll	46,311.44	49,510.86	49,510.86	24,946.32	71,998.32	67,000.00	(4,998.32)
01-10-4810	Payroll - Overtime	Payroll	536.85	800.00	800.00	113.50	268.27	840.00	571.73
01-10-4811	Payroll - Sick	Payroll	3,586.05	-	-			-	-
01-10-4812	Payroll - Holiday	Payroll	3,289.77	-	-			-	-
01-10-4813	Payroll - Vacation	Payroll	2,696.40	-	-			-	-
01-10-4816	Payroll - Certificate & Longevity Pay	Payroll	1,087.60	1,384.00	1,384.00	1,084.00	1,084.00	1,084.00	-
01-10-4817	Payroll - Taxes	Payroll		4,457.09	4,457.09	2,510.70	6,156.60	4,500.00	(1,656.60)
01-10-4820	FICA Expense	Payroll	4,340.76	-	-			-	-
01-10-4825	SUTA Expense	Payroll	-	-	-			-	-
01-10-4830	TMRS Expense	Payroll	11,494.56	7,663.12	7,663.12	4,027.48	11,118.22	8,000.00	(3,118.22)
01-10-4840	Health Insurance	Payroll	13,776.33	10,200.00	10,200.00	4,644.78	12,242.94	10,000.00	(2,242.94)
01-10-4850	Workman's Comp	Payroll	1,456.48	2,682.93	2,682.93	1,236.15	2,682.93	2,682.93	-
01-10-4855	TX Unemployment	Payroll	-	-	-			-	-
01-10-4870	Training	Personel	150.00	150.00	150.00	50.00	50.00	50.00	-
01-10-4880	Travel & Meals	Personel	18.42	-	-	-	-	-	-
EXPENSES			**144,548.23**	**163,186.82**	**149,186.82**	**80,356.32**	**172,189.40**	**165,581.13**	**(6,608.27)**
	NET DEPARTMENT		**(144,548.23)**	**(163,186.82)**	**(149,186.82)**		**(172,189.40)**	**(165,581.13)**	**6,608.27**

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Recreation Fund - Civic Center Dept. 11 CC

GL No.	Account Name	Category	2020-2021 Budget Amended	2021-2022 Budget	2021-2022 Budget Amended	2021-2022 Year To Date	2021-2022 Mid-Year Budget	2021-2022 EOY Proposed	Difference
03-11-3300	Credit Card Fees	Fines & Fees	87.00	-	-	24.00	24.00	69.00	45.00
03-11-3900	Rental Fees	Rentals & Leases	14,075.00	20,138.29	20,138.29	14,950.00	27,950.00	28,750.00	800.00
REVENUES			**14,162.00**	**20,138.29**	**20,138.29**	**14,974.00**	**27,974.00**	**28,819.00**	**845.00**
03-11-4001	Insurance - Property	Insurance	424.40	469.06	469.06	459.68	459.68	459.68	-
03-11-4002	Insurance - Fleet & Equipment	Insurance	140.45	143.32	143.32	140.45	140.45	140.45	-
03-11-4040	Dues & Associations	Admin	225.00	225.00	225.00	125.00	125.00	125.00	-
03-11-4042	Advertizing / Promotions	Admin	1,700.00	1,700.00	1,700.00	245.00	575.00	575.00	-
03-11-4043	Office & Janitorial Supplies	Admin	1,000.00	2,500.00	2,500.00	422.07	2,000.00	800.00	(1,200.00)
03-11-4100	Contractual Services	Admin	1,710.00	2,560.00	2,560.00	360.00	5,060.00	1,850.00	(3,210.00)
03-11-4200	Professional Services	Professional Services		15,000.00	-	-	-		-
03-11-4208	Professional Services - IT	Professional Services	250.00	250.00	250.00	-	-		-
03-11-4300	Telephone & Internet Services	Utility	4,344.00	4,632.00	4,632.00	2,194.44	3,976.24	4,900.00	923.76
03-11-4310	Utility Services - Operations	Utility	13,080.00	18,960.00	18,960.00	8,647.80	18,960.00	18,960.00	-
03-11-4320	Security Services	Utility	720.00	720.00	720.00	339.75	825.00	825.00	-
03-11-4400	Building Maintenance	Maintenance	2,500.00	2,500.00	2,500.00	2,320.46	2,500.00	2,900.00	400.00
03-11-4430	Grounds Maintenance	Maintenance	1,000.00	2,000.00	2,000.00	104.34	1,000.00	175.00	(825.00)
03-11-4440	Equipment Maintenance	Maintenance	500.00	500.00	500.00	-	-	-	-
03-11-4450	Fleet Maintenance	Maintenance	500.00	500.00	500.00	-	-	-	-
03-11-4461	Small Equipment	Materials & Supplies	-	500.00	500.00	299.97	300.00	300.00	-
03-11-4800	Payroll - Salaries	Payroll	-	25,044.66	25,044.66	12,279.02	26,751.02	26,751.02	-
03-11-4810	Payroll - Overtime	Payroll	-	300.00	300.00	437.07	1,033.07	850.00	(183.07)
03-11-4816	Payroll - Certificate & Longevity Pay	Payroll	-	838.00	838.00	838.00	838.00	838.00	-
03-11-4817	Payroll - Taxes	Payroll	-	2,243.21	2,243.21	987.01	2,418.72	2,418.72	-
03-11-4830	TMRS Expense	Payroll	-	3,860.38	3,860.38	2,089.36	4,270.29	4,270.29	-
03-11-4840	Health Insurance	Payroll	-	5,100.00	5,100.00	2,469.86	5,002.58	5,122.58	120.00
03-11-4850	Workman's Comp	Payroll	-	1,341.46	1,341.46	382.04	1,341.46	1,341.46	-
3/11/4855	TX Unemployment	Payroll						241.00	241.00
03-11-4860	HR - Onboarding	Personel	-	-	-	-	-		-
03-11-4870	Training	Personel	-	-	-	-	-		-
03-11-4880	Travel & Meals	Personel	-	-	-	-	-		-
EXPENSES			**28,093.85**	**91,887.09**	**76,887.09**	**35,141.32**	**77,576.52**	**73,843.20**	**(3,733.31)**
03-11-9999	Transfers from Hotel/Motel Fund	Transfer	(14,000.00)	(16,000.00)	(16,000.00)	(16,000.00)	(20,000.00)	(20,000.00)	-
03-11-9999	Transfer from Endowment Fund	Transfer	-	-	-	-	(1,461.20)	(1,461.20)	-
03-11-9999	Transfer from Restricted Fund	Transfer	-	-	-	-	(37,228.19)	(37,228.19)	-
03-11-9999	Transfer from General Fund	Transfer	-	(70,780.00)	(70,780.00)	(70,780.00)	(6,500.00)	-	6,500.00
TRANSFERS			**(14,000.00)**	**(86,780.00)**	**(86,780.00)**	**(86,780.00)**	**(65,189.39)**	**(58,689.39)**	**6,500.00**
	NET DEPARTMENT		**68.15**	**15,031.20**	**30,031.20**		**15,586.87**	**13,665.19**	**(1,921.69)**

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Recreation Fund - Recreation Dept. 12 RE

GL No.	Account Name	Category	2020-2021 Budget Amended	2021-2022 Budget	2021-2022 Budget Amended	2021-2022 Year To Date	2021-2022 Mid-Year Budget	2021-2022 EOY Proposed	Difference
03-12-3900	Rental Fees	Interest	1,550.00	-	-	-	-	-	-
03-12-3910	Lease Fees	Rentals and Leases	23,907.82	30,001.00	30,001.00	16,814.56	30,001.00	30,100.00	99.00
03-12-3920	Sports Fees	Rentals and Leases	14,205.00	-	-	-	-		-
03-12-3950	Miscellaneous	Miscellaneous	350.00	-	-	-	-		-
REVENUES			**40,012.82**	**30,001.00**	**30,001.00**	**16,814.56**	**30,001.00**	**30,100.00**	**99.00**
03-12-4000	Insurance - General Liability	Insurance	1,587.86	-	-	-	-		-
03-12-4040	Dues & Associations	Admin	1,169.75	-	-	-	-		-
03-12-4041	Software & Subscriptions	Admin	1,650.00	-	-	-	-		-
03-12-4080	Capital Improvments	Capital	-	-	-	-	-		-
03-12-4200	Professional Services	Professional Services	9,000.00	-	-	-	-		-
03-12-4310	Utility Services - Operations	Utility	21,684.51	30,000.00	30,000.00	13,433.28	30,000.00	30,000.00	-
03-12-4400	Building Maintenance	Maintenance	1,100.00	1,000.00	1,000.00	16.65	1,000.00	18.65	(981.35)
03-12-4410	Systems & Structures Maintenance	Maintenance	1,000.00	14,000.00	14,000.00	10,801.71	14,000.00	11,100.00	(2,900.00)
03-12-4430	Grounds Maintenance	Maintenance	17,100.00	-	-	-	-		-
03-12-4440	Equipment Maintenance	Maintenance	-	-	-	-	-		-
03-12-4450	Fleet Maintenance	Maintenance	-	-	-	-	-		-
03-12-4460	Fleet Equipment	Materials & Supplies	2,648.00	-	-	-	-		-
03-12-4461	Small Equipment	Materials & Supplies	250.00	-	-	-	-		-
03-12-4470	Materials & Supplies	Materials & Supplies	-	-	-	-	-		-
03-12-4471	Fuel	Materials & Supplies	-	-	-	-	-		-
03-12-4475	Baseball Equipment & Supplies	Materials & Supplies	3,500.00	-	-	-	-		-
03-12-4490	Uniform, Baseball	Materials & Supplies	5,400.00	-	-	-	-		-
EXPENSES			**66,090.12**	**45,000.00**	**45,000.00**	**24,251.64**	**45,000.00**	**41,118.65**	**(3,881.35)**
	NET DEPARTMENT		**(26,077.30)**	**(14,999.00)**	**(14,999.00)**		**(14,999.00)**	**(11,018.65)**	**3,980.35**

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RESTRICTED FUNDS

Equipment Fund

GL No.	Account Name	Category	2020-2021 Budget Amended	2021-2022 Budget	2021-2022 Budget Amended	2021-2022 Mid-Year Budget Amended	2021-2022 EOY Proposed	Difference
04-09-9999	Transfer to Utility Fund			23,000.00	23,000.00	23,000.00	23,000.00	-
TRANSFERS			**-**	**23,000.00**	**23,000.00**	**23,000.00**	**23,000.00**	-
	NET FUND	Request Annual Rollov	**-**	**(23,000.00)**	**(23,000.00)**	**(23,000.00)**	**(23,000.00)**	-

Restricted Fund

GL No.	Account Name	Category	2020-2021 Budget Amended	2021-2022 Budget	2021-2022 Budget Amended	2021-2022 Mid-Year Budget Amended	2021-2022 EOY Proposed	Difference
05-10-3940	Grant Proceeds	Contributions & Grants	-	51,900.00	51,900.00	51,900.00	51,900.00	-
05-11-3940	Grant Proceeds	Contributions & Grants	-	50,000.00	50,000.00	50,000.00	100,000.00	50,000.00
05-12-3940	Grant Proceeds	Contributions & Grants	-	10,000.00	10,000.00	10,000.00	20,000.00	10,000.00
05-03-3950	Miscellaneous	Miscellaneous	-	2,400.00	2,400.00	-	-	-
05-03-3960	Donations	Donations	-	-	-	900.00	900.00	-
05-01-3950	Employee Appreciation Fund	Miscellaneous	-	-	-	366.40	366.40	-
REVENUES			**-**	**114,300.00**	**114,300.00**	**113,166.40**	**173,166.40**	**60,000.00**
05-01-4216	Keeler	Grant Expense	-	-	-	-	-	-
05-10-4217	Keeler - Parks	Grant Expense	-	51,900.00	51,900.00	51,900.00	51,900.00	-
05-11-4213	Keeler - Civic Center	Grant Expense	-	50,000.00	50,000.00	12,272.70	12,272.70	-
05-12-4215	Keeler - Recreation	Grant Expense	-	10,000.00	10,000.00	10,000.00	20,000.00	10,000.00
05-03-4211	PD Project - Calendar	Project Expense	-	1,000.00	1,000.00	1,399.11	1,399.11	-
05-03-4212	PD Project - LEOSE	Project Expense	-	1,400.00	1,400.00	-	-	-
05-10-4500	Miscellaneous	Miscellaneous	-	-	-	366.40	366.40	-
EXPENSES			**-**	**114,300.00**	**114,300.00**	**75,938.21**	**85,938.21**	**10,000.00**
05-11-9999	Transfer to Recreation Fund	Transfer	-	-	-	37,228.19	37,228.19	-
TRANSFERS			**-**	**-**	**-**	**37,228.19**	**37,228.19**	**-**
	NET FUND		**-**	**-**	**-**	**-**	**50,000.00**	**50,000.00**

Hotel/Motel Tax Fund

GL No.	Account Name	Category	2020-2021 Budget Amended	2021-2022 Budget	2021-2022 Budget Amended	2021-2022 Mid-Year Budget Amended	2021-2022 EOY Proposed	Difference
06-01-3400	Hotel/ Motel Tax	Hotel Motel Tax	20,000.00	20,000.00	20,000.00	20,000.00	21,021.34	1,021.34
REVENUES			**20,000.00**	**20,000.00**	**20,000.00**	**20,000.00**	**21,021.34**	**1,021.34**
06-01-4042	Advertising & Promotions	Administrative	-	4,000.00	4,000.00	-	-	-
EXPENSES			**-**	**4,000.00**	**4,000.00**	**-**	**-**	-
06-01-9999	Transfer to Recreation Fund	Transfer	14,000.00	16,000.00	16,000.00	20,000.00	20,000.00	-
06-01-9999	Transfer to General Fund	Transfer	-	-	14,240.00	14,240.00	14,240.00	-
TRANSFERS			**14,000.00**	**16,000.00**	**30,240.00**	**34,240.00**	**34,240.00**	**-**
	NET FUND		**6,000.00**	**-**	**(14,240.00)**	**(14,240.00)**	**(13,218.66)**	**1,021.34**

Seized Fund

GL No.	Account Name	Category	2020-2021 Budget Amended	2021-2022 Budget	2021-2022 Budget Amended	2021-2022 Mid-Year Budget Amended	2021-2022 EOY Proposed	Difference
07-03-3220	Seized Monry	Seized Funds	-	-	-	-	-	-
07-03-3800	Interest Income	Interest	-	-	-	2.77	4.06	1.29
REVENUES			**-**	**-**	**-**	**2.77**	**4.06**	1.29
07-03-4470	Materials & Supplies	Materials & Supplies	-	-	-	-	-	-
EXPENSES			**-**	**-**	**-**	**-**	-	-
07-03-9999	Transfer to General Fund	Transfer	-	-	7,525.00	7,525.00	7,525.00	-
TRANSFERS			**-**	**-**	**7,525.00**	**7,525.00**	**7,525.00**	**-**
	NET FUND		**-**	**-**	**(7,525.00)**	**(7,522.23)**	**(7,520.94)**	**1.29**

MC Security Fund

GL No.	Account Name	Category	2020-2021 Budget Amended	2021-2022 Budget	2021-2022 Budget Amended	2021-2022 Mid-Year Budget Amended	2021-2022 EOY Proposed	Difference
09-02-3200	Fines & Fees	Fines & Fees	5,000.00	5,000.00	5,000.00	6,945.01	9,911.22	2,966.21
09-02-3940	Grant Proceeds	Contributions & Grants				10,800.00		(10,800.00)
REVENUES			**5,000.00**	**5,000.00**	**5,000.00**	**17,745.01**	**9,911.22**	**(7,833.79)**
09-02-4010	Grant Expense	Grant Expense	-	-	2,800.00	5,600.00		(5,600.00)
09-02-4320	Security Services	Utility	-	8,500.00	30,094.00	24,693.37	20,674.29	(4,019.08)
EXPENSES			**-**	**8,500.00**	**30,094.00**	**30,293.37**	**20,674.29**	**(9,619.08)**
09-02-9999	Transfer to General Fund for PD		-	5,000.00	5,000.00	20,345.64	20,345.64	-
TRANSFERS			**-**	**5,000.00**	**5,000.00**	**20,345.64**	**20,345.64**	**-**

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RESTRICTED FUNDS

	NET FUND		**5,000.00**	**(8,500.00)**	**(30,094.00)**	**(32,894.00)**	**(31,108.71)**	**1,785.29**

MC Tech Fund

GL No.	Account Name	Category	2020-2021 Budget Amended	2021-2022 Budget	2021-2022 Budget Amended	2021-2022 Mid-Year Budget Amended	2021-2022 EOY Proposed	Difference
10-02-3200	Fines & Fees	Fines & Fees	5,000.00	6,000.00	6,000.00	6,000.00	8,851.53	2,851.53
REVENUES			**5,000.00**	**6,000.00**	**6,000.00**	**6,000.00**	**8,851.53**	**2,851.53**
10-02-4300	Telephone & Internet Service	Utility	4,272.00	5,471.00	5,471.00	4,645.59	3,598.72	(1,046.87)
10-02-4461	Small Equipment	Materials & Supplies	-	-	3,055.00	3,055.00	3,055.00	-
EXPENSES			**4,272.00**	**5,471.00**	**8,526.00**	**7,700.59**	**6,653.72**	**(1,046.87)**
10-02-9999	Transfer to General Fund	Transfer	-	-	23,320.00	23,320.00	27,000.00	3,680.00
TRANSFERS			**-**	**-**	**23,320.00**	**23,320.00**	**27,000.00**	3,680.00
	NET FUND		**728.00**	**529.00**	**(25,846.00)**	**(25,020.59)**	**(24,802.19)**	**218.40**

PEG Fund

GL No.	Account Name	Category	2020-2021 Budget Amended	2021-2022 Budget	2021-2022 Budget Amended	2021-2022 Mid-Year Budget Amended	2021-2022 EOY Proposed	Difference
11-01-3500	Franchise Tax	Franchise Tax	3,532.23	3,500.00	3,500.00	3,500.00	4,342.97	842.97
REVENUES			**3,532.23**	**3,500.00**	**3,500.00**	**3,500.00**	**4,342.97**	**842.97**
11-01-4500	Materials & Supplies	Materials & Supplies	-	-	-	-	-	-
EXPENSES			**-**	**-**	**-**	**-**	**-**	**-**
	NET FUND		**3,532.23**	**3,500.00**	**3,500.00**	**3,500.00**	**4,342.97**	**842.97**

Red Light Fund

GL No.	Account Name	Category	2020-2021 Budget Amended	2021-2022 Budget	2021-2022 Budget Amended	2021-2022 Mid-Year Budget Amended	2021-2022 EOY Proposed	Difference
12-01-3800	Interest Income	Interest	-	-	-	46.84	79.03	32.19
REVENUES			**-**	**-**	**-**	**46.84**	**79.03**	**32.19**
12-01-4500	Miscellaneous	Miscellaneous	-	-	-	-	-	-
EXPENSES			**-**	**-**	**-**	**-**	**-**	**-**
12-01-9999	Transfer to General Fund	Transfer	-	-	25,000.00	25,000.00	25,000.00	-
TRANSFERS			**-**	**-**	**25,000.00**	**25,000.00**	**25,000.00**	**-**
	NET FUND		**-**	**-**	**(25,000.00)**	**(24,953.16)**	**(24,920.97)**	**32.19**

Debt Service Fund

GL No.	Account Name	Category	2020-2021 Budget Amended	2021-2022 Budget	2021-2022 Budget Amended	2021-2022 Mid-Year Budget Amended	2021-2022 EOY Proposed	Difference
13-01-3600	Property Tax - Current	Property Tax	144,018.75	139,768.76	139,768.76	131,095.87	133,532.27	2,436.40
13-01-3610	Property Tax - Delinquent	Property Tax	-	-	-	1,749.33	2,883.28	1,133.95
13-01-3620	Property Tax - Penalties & Interest	Property Tax	-	-	-	1,517.30	2,341.59	824.29
REVENUES			**144,018.75**	**139,768.76**	**139,768.76**	**134,362.50**	**138,757.14**	**4,394.64**
13-01-4015	Bond Expense	Bond Expense	85,000.00	85,000.00	85,000.00	85,000.00	85,000.00	-
13-01-4016	Bond Interest Expense	Bond Expense	58,768.75	54,518.76	54,518.76	54,518.76	54,518.76	-
13-01-4030	Bank Fees	Fines & Fees	250.00	250.00	250.00	300.00	300.00	-
13-07-4020	Note Payable Expense	Note Expense		22,978.00	22,978.00	22,978.00	22,978.00	-
13-09-4015	Bond Expense	Bond Expense		190,000.00	190,000.00	190,000.00	190,000.00	-
13-09-4016	Bond Interest Expense	Bond Expense		165,250.00	165,250.00	155,034.52	155,034.52	-
13-09-4030	Bank Fees	Fines & Fees		-	-	150.00	150.00	-
EXPENSES			**144,018.75**	**517,996.76**	**517,996.76**	**507,981.28**	**507,981.28**	**-**
13-01-9999	Transfer from Utility Fund	Transfer	-	(355,250.00)	(355,250.00)	(355,250.00)	(350,650.00)	4,600.00
13-01-9999	Transfer from General Fund	Transfer	-	(22,978.00)	(22,978.00)	(18,583.36)	(18,583.36)	-
TRANSFERS			**-**	**(378,228.00)**	**(378,228.00)**	**(373,833.36)**	**(369,233.36)**	**4,600.00**
	NET FUND		**-**	**-**	**-**	**214.58**	**9.22**	**(205.36)**

Endowment Fund

GL No.	Account Name	Category	2020-2021 Budget Amended	2021-2022 Budget	2021-2022 Budget Amended	2021-2022 Mid-Year Budget Amended	2021-2022 EOY Proposed	Difference
14-01-3800	Interest Income	Interest	-	5,316.80	5,316.80	5,266.51	5,266.51	-
14-01-3800	Interest Income	Interest	-	1,000.00	1,000.00	730.60	730.60	-
14-01-3800	Interest Income	Interest	-	-	-	292.24	292.24	-
14-01-3800	Interest Income	Interest	-	-	-	1,461.20	1,461.20	-
REVENUES			**-**	**6,316.80**	**6,316.80**	**7,750.55**	**7,750.55**	**-**
14-01-4500	Miscellaneous	Repairs & Maintenance	-	-	-	-	-	-

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RESTRICTED FUNDS

EXPENSES			**-**	**-**	**-**	**-**	**-**	**-**
14-01-9999	Transfer to Recreation Fund	Transfer	-	-	-	1,461.20	1,461.20	-
14-01-9999	Transfer to General Fund	Transfer	-	6,316.80	6,316.80	6,289.35	6,289.35	-
TRANSFERS			**-**	**6,316.80**	**6,316.80**	**7,750.55**	**7,750.55**	**-**
	NET FUND	Request Annual Rollov	**-**	**-**	**-**	**0.00**	**0.00**	**-**

Road Maintenance Fund

GL No.	Account Name	Category	2020-2021 Budget Amended	2021-2022 Budget	2021-2022 Budget Amended	2021-2022 Mid-Year Budget Amended	2021-2022 EOY Proposed	Difference
15-07-3200	Fines & Fees	Fines & Fees	34,680.00	-	-	-	-	-
REVENUES			**34,680.00**	**-**	**-**	**-**	-	**-**
15-07-4420	Street Repairs & Maint.	Repairs & Maintenance	48,221.00	-	-	-	-	-
EXPENSES			**48,221.00**	**-**	**-**	**-**	-	-
15-07-9999	Transfer from General Fund	Transfer	-	(13,541.00)	(13,541.00)	-	-	-
TRANSFERS			**-**	**(13,541.00)**	**(13,541.00)**	**-**	-	**-**
	NET FUND	Request Annual Rollov	**(13,541.00)**	**13,541.00**	**13,541.00**	**-**	-	**-**

MC Local Truency Prevention & Diversion Fund

GL No.	Account Name	Category	2020-2021 Budget Amended	2021-2022 Budget	2021-2022 Budget Amended	2021-2022 Mid-Year Budget Amended	2021-2022 EOY Proposed	Difference
16-02-3200	Fines & Fees	Fines & Fees	6,209.77	7,000.00	7,000.00	7,000.00	8,621.48	1,621.48
REVENUES			**6,209.77**	**7,000.00**	**7,000.00**	**7,000.00**	**8,621.48**	**1,621.48**
16-02-4100	Contractual Services	Contractual Services	-	6,000.00	9,000.00	-	-	-
EXPENSES			**-**	**6,000.00**	**9,000.00**	**-**	-	**-**
	NET FUND		**6,209.77**	**1,000.00**	**(2,000.00)**	**7,000.00**	**8,621.48**	**1,621.48**

MC Municipal Jury Fund

GL No.	Account Name	Category	2020-2021 Budget Amended	2021-2022 Budget	2021-2022 Budget Amended	2021-2022 Mid-Year Budget Amended	2021-2022 EOY Proposed	Difference
17-02-3200	Fines & Fees	Fines & Fees	124.12	120.00	120.00	120.00	173.22	53.22
REVENUES			**124.12**	**120.00**	**120.00**	**120.00**	**173.22**	53.22
17-02-4500	Miscellaneous	Miscellaneous	-	-	-	-	-	-
EXPENSES			**-**	**-**	**-**	**-**	**-**	-
	NET FUND		**124.12**	**120.00**	**120.00**	**120.00**	**173.22**	**53.22**

Keep Diboll Beautiful Fund

GL No.	Account Name	Category	2020-2021 Budget Amended	2021-2022 Budget	2021-2022 Budget Amended	2021-2022 Mid-Year Budget Amended	2021-2022 EOY Proposed	Difference
18-01-3940	Grant Proceeds	Contributions & Grants	15,952.61	15,952.61	12,575.19	12,575.19	37,575.19	25,000.00
18-01-3940	Donantions	Donations	-	-	15,000.00	15,000.00	15,000.00	-
REVENUES			**15,952.61**	**15,952.61**	**27,575.19**	**27,575.19**	**52,575.19**	**25,000.00**
18-01-4210	KDB Expense	Project Expense	-	15,952.61	27,575.19	27,575.19	27,575.19	-
EXPENSES			**-**	**15,952.61**	**27,575.19**	**27,575.19**	**27,575.19**	**-**
	NET FUND	Request Annual Rollov	**15,952.61**	**-**	**-**	**-**	**25,000.00**	**25,000.00**

Restricted Projects Fund

GL No.	Account Name	Category	2020-2021 Budget Amended	2021-2022 Budget	2021-2022 Budget Amended	2021-2022 Mid-Year Budget Amended	2021-2022 EOY Proposed	Difference
50-01-9999	Transfer from General Fund PY Fund Balance	Transfer	-	(65,000.00)	(65,000.00)	(65,000.00)	(65,000.00)	-
50-09-9999	Transfer from Utility Fund PY Fund Balance	Transfer	-	(350,000.00)	(350,000.00)	(350,000.00)	(350,000.00)	-
50-01-9999	Transfer to General Fund	Transfer			122,400.00	122,400.00	122,400.00	-
TRANSFERS			**-**	**(415,000.00)**	**(292,600.00)**	**(292,600.00)**	**(292,600.00)**	**-**
	NET FUND	Request Annual Rollov	**-**	**415,000.00**	**292,600.00**	**292,600.00**	**292,600.00**	**-**

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ORDINANCE NO. 2022-09-003

AN APPROPRIATIONS ORDINANCE AUTHORIZING AN AMENDMENT TO THE 2021/2022 OPERATING BUDGET (BUDGET AMENDMENT NO. 06), PROVIDING FOR THE SUPPLEMENTAL APPROPRIATION OF FUNDS IN THE GENERAL, UTILITY, RECREATION, RESTRICTED, MC SECURITY, MC TECH, & DEBT SERVICE FUNDS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, The City Charter of the City of Diboll requires an Appropriations Ordinance be passed by the City Council each year showing revenue of the City from all sources and the expenditures to the various purposes for the fiscal year;

WHEREAS, City Council approved the 2021/2022 Operating Budget and appropriated the necessary funds out of the General, Utility, Recreation, Restricted, MC Security, MC Tech, & Debt Service Fund revenues for the maintenance and operation of various offices, departments and agencies of the City; and

WHEREAS, Council has reviewed and approves the report establishing the need to adjust appropriations in the General, Utility, Recreation, Restricted, MC Security, MC Tech, & Debt Service Funds.

THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF DIBOLL, TEXAS, THAT:

Section I

The City Council of the City of Diboll, Texas, hereby authorizes and approves an amendment to the 2021/2022 Operating Budget (Budget Amendment No. 06) for the purpose and in the amounts shown in the attached report, the amounts to be appropriated from Fund Balances:

The following are fund summaries of these adjustments for the budget line items that are affected:

GENERAL FUND	
Current Expenditure Budget -	2,899,029.34
Proposed Expenditure Budget -	2,937,958.06
Decrease to Fund Balance	(38,928.71)
Current Revenue Budget -	2,899,855.09
Proposed Revenue Budget -	3,037,276.13
Increase to Fund Balance	137,421.04
Net effect to fund balance is an increase of	98,492.33

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UTILITY FUND

Current Expenditure Budget -	2,729,804.14
Proposed Expenditure Budget -	2,670,490.77
Increase to Fund Balance	59,313.37
Current Revenue Budget -	2,723,112.82
Proposed Revenue Budget -	2,664,032.89
Decrease to Fund Balance	(59,079.93)
Net effect to fund balance is an increase of	233.44

RECREATION FUND

Current Expenditure Budget -	57,387.13
Proposed Expenditure Budget -	56,272.46
Increase to Fund Balance	1,114.66
Current Revenue Budget -	57,975.00
Proposed Revenue Budget -	58,919.00
Increase to Fund Balance	944.00
Net effect to fund balance is an increase of	2,058.66

MUNICIPAL COURT SECURITY FUND

Current Expenditure Budget -	50,639.01
Proposed Expenditure Budget -	41,019.93
Increase to Fund Balance	9,619.08
Current Revenue Budget -	17,745.01
Proposed Revenue Budget -	9,911.22
Decrease to Fund Balance	(7,833.79)
Net effect to fund balance is an increase of	1,785.29

MUNICIPAL COURT TECH FUND

Current Expenditure Budget -	31,020.59
Proposed Expenditure Budget -	33,653.72

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Decrease to Fund Balance	(2,633.13)
Current Revenue Budget -	6,000.00
Proposed Revenue Budget -	8,851.53
Increase to Fund Balance	2,851.53
Net effect to fund balance is an increase of	218.40

RESTRICTED FUND

Current Expenditure Budget -	113,166.40
Proposed Expenditure Budget -	123,166.40
Decrease to Fund Balance	(10,000.00)
Current Revenue Budget -	113,166.40
Proposed Revenue Budget -	173,166.40
Increase to Fund Balance	60,000.00
Net effect to fund balance is an increase of	50,000.00

DEBT SERVICE FUND

Current Expenditure Budget -	134,147.92
Proposed Expenditure Budget -	138,747.92
Decrease to Fund Balance	(4,600.00)
Current Revenue Budget -	134,362.50
Proposed Revenue Budget -	138,757.14
Increase to Fund Balance	4,394.64
Net effect to fund balance is a decrease of	(205.36)

Section II

The City Council of the City of Diboll, Texas, hereby amends the 2020/2021 Operating Budget in the General, Utility, Recreation, Restricted, Seized, MC Security, MC Tech, Red Light, Debt Service, Endowment, & MC Local Truancy Prevention & Diversion Funds, adjusting appropriations as stated in Section 1 above.

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Section III

That this ordinance shall be and become effective immediately upon and after its adoption and approval.

PASSED AND APPROVED by the City Council of the City of Diboll, Texas on this the 10th day of May, 2022.

_____
Trey Wilkerson, Mayor

ATTEST:

_____
Rosa Olvera, City Secretary

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Lease Agreement

Neches Pines Golf Course

THIS LEASE AGREEMENT ("Lease") is entered into this 30th day of October, 2017 by and between **WHGC, LLC,** a Texas Limited Liability Company ("Lessee"), and **THE CITY OF DIBOLL,** a Texas government entity ("Lessor").

1. **Leased Property.**
   Lessor leases to Lessee and Lessee leases from Lessor the real and personal property described as follows:
   (a) **Real Property.** That parcel of land commonly known as Neches Pines Golf Course along with all buildings, fixtures and other improvements located on the real property ("Leased Premises"); in Diboll, Angelina County, Texas and
   (b) **Personal Property.** All equipment, furnishings, machinery and vehicles described in Exhibit "**A**" attached to this Lease and made a part of this Lease for all purposes. Such property shall be maintained by Lessee and returned to Lessor in the same or similar condition, normal wear and tear excepted.

2. **Use of Leased Premises.**
   2.1 Permitted Use.
   Lessee agrees it will use the Leased Premises for the operation of a public golf course and other activities customarily associated with the operation of a golf course, including, without limitation, sale or rental of golf related merchandise at a golf professional's shop, the furnishing of lessons by a golf professional, operation of a driving range, and sales of food and beverages, including alcohol sales.

   Lessee shall not use the Leased Premises for any unlawful purpose and shall comply with all valid laws, rule and regulations applicable to the Leased Premises or the businesses conducted on the Leased Premises.

   2.2 Compliance with Requirements
   Lessee shall comply with all applicable governmental laws, ordinances, codes, rules and regulations and applicable orders and directions of public officers thereunder, with all applicable Board of Fire Insurance Underwriters regulations and other governmental requirements (collectively, "Laws") respecting Tenant's use, operations, signage, and maintenance of the Leased Premises, the violation of which would adversely affect the Leased Premises, public health and safety, Lessor or Lessee. In the event Lessee receives notice of any violation from any governmental authority, Tenant shall promptly notify Lessor of its receipt of such notice, and will promptly address all compliance issues identified therein that are arise from Lessee's obligations hereunder. Tenant shall not make or permit any use of the Leased Premises,

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or do or permit to be done anything in or upon the Leased Premises, or bring or keep anything in the Leased Premises, which directly or indirectly is forbidden by an of the foregoing or which may be dangerous to persons or property, or which may invalidate or increase the rate of insurance on the Leased Premises, its appurtenances, contents, or operations. Lessee shall procure and maintain all licenses and permits legally necessary for the operation of Lessee's business and allow Lessor to inspect them upon reasonable prior request.

2.3 Operation of Golf Course

a) Lessee represents and warrants that it shall operate and manage Neches Pines Golf Course in a professional manner in accordance with applicable industry standards. All public operations of Lessee on the Leased Premises shall be conducted under the name ***Neches Pines Golf Course***.

b) Lessee agrees to use best efforts to effectuate a smooth transition in the transfer of the operation of the golf course from the Lessor.

3. **Quiet Enjoyment.** Subject only to the terms of this Lease, so long as Lessee complies with its obligations, Lessor shall secure to Lessee the quiet and peaceful enjoyment of the Leased Premises and the sole and exclusive possession of the Leased Premises without objection or interference from Lessor, Lessor's mortgagee, or any other party claiming under Lessor.

   Lessor will have the right to conduct inspections of the property with written notice to Lessee. If Lessor deems the conditions to be below that of the quality level in existence when lease term begins, Lessee will have 90 days to correct these issues. Exceptions to this include less than desirable conditions due to acts of God (fire, flood, tornado, etc.).

4. **Term.**
   4.1 **Initial Term**. The initial term of this Lease shall be for five (5) years beginning January 1, 2018 and ending December 31, 2022.
   4.2 **Extensions of Term**. The term of this Lease may be extended (provided Lessee is not in default) in writing by Lessee at anytime during the last twelve (12) months of the initial term under all of the terms, covenants and conditions contained in this Lease for one (1) five (5) year option period.

5. **Lease Year Defined.** A "Lease Year" is that period of twelve (12) consecutive calendar months beginning **January 1** and ending **December 31** throughout the term of this lease. The Lease year may be changed by written agreement of the parties.

6. **Rent.** In consideration of Lessor executing this Lease and granting the rights provided in this Lease, Lessee will pay Lessor $100 each year payable on

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execution of this lease and on January 15, 2019 and the 15th of each January thereafter until the lease term or any extension thereafter expires.

7. **Maintenance and Examination of Records.** Lessee agrees to maintain its financial records pertaining to the operation of the Leased Premises for a period of **four (4) years** after the conclusion of any Lease Year in accordance with sound accounting and management practices and further agrees that such financial records shall be open and available to Lessor or Lessor's representative for an examination at all reasonable times during business hours. Lessor shall be entitles at any time within **four (4) years** after the conclusion of a Lease year to question the sufficiency of any rent payments or the accuracy of the report furnished by Lessee.

8. **Taxes.**

8.1 Real Property Taxes

Lessee shall be responsible for any applicable sales tax or personal property tax incurred after the date of execution of this lease. Lessee shall have no responsibility for any taxes, penalties, or tax delinquencies applicable to the Leased Premises during the period prior to the Term or after termination or expiration thereof. In the event any taxing authority assesses Lessee, then Lessee, with Lessor's prior consent, will have the right to contest the validity or amount of taxes by means of appropriate proceedings diligently pursued at Tenant's sole expense. Lessor will cooperate with Lessee in any such contest of the validity or amount of real property taxes, provided that Lessor is not required to incur any cost or expense as a result of such cooperation.

8.2 Other Taxes

Lessee will pay all taxes, license fees or other governmental charges assessed or imposed on the personal property of Lessee located on the Leased Premises or upon the business operations of Lessee conducted on the Leased Premises. Lessee's obligation under this section shall survive termination or expiration of the Lease. Lessee shall have no additional tax obligation. Should any additional tax obligation be imposed on Lessee, Lessor and Lessee agree to meet to equitably adjust the terms to reflect such tax obligation.

9. **Utilities.** Lessee shall solely be responsible to obtain utilities and services required in connection with the Permitted Use, including without limitation, electricity, gas, heating, cooling, telephone and cable. Lessee will pay before delinquency all charges for such utilities and services. Lessor shall permit Lessee to receive such service directly from the applicable provider at Lessee's cost, and shall permit Lessor's wire and conduits, to the extent available, suitable and safely capable, to be used for such purposes.

10. **Capital Improvements.** Lessor shall be responsible for all new capital improvements and repairs and alterations to existing capital improvements on the Leased Premises. Lessee retains the right to submit plans for repairs,

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improvements, alterations or additions to Lessor for approval before any expenses are incurred. Lessor will have the absolute authority to approve or reject any capital improvements to the course.

11. Maintenance and Repair.

11.1 Condition of Leased Premises.

Lessee acknowledges it is accepting the Leased Premises and all furniture, fixtures and equipment in its current "AS IS" condition. Lessee acknowledges that no promise by or on behalf of Lessor, its agents, employees or representatives to alter, remodel, improve, repair and decorate or clean the Leased Premises has been made to or relied upon by Tenant, and that no representation respecting the condition of the Leased Premises has been made to or relied upon by Lessee. Lessee shall notify Lessor of any damage to the Leased Premises, regardless of the cause of such damage.

11.2 Maintenance Obligation.

Lessee shall also have the right to inspect the Leased Premises with Lessor prior to the commencement date and to develop a list, subject to Lessor's agreement, of pre-existing conditions or issues at the Leased Premises. Lessor shall be responsible for the roof, slab, and exterior walls of all buildings, Lessee shall be responsible for the remaining items on the buildings along with all fixtures, furniture and equipment and other improvements and items on Leased Premises, including all personal property acquired under this Lease and Lessee will maintain the Leased Premises in good order and in sanitary and safe condition at Lessee's sole expense. Lessee agrees it will maintain the Leased Premises in conformance with the maintenance standards currently in use and Lessee acknowledges it has informed itself fully as to the current conditions of the course.

11.3 Alterations

Lessee shall make no alterations or improvements to the Leased Premises without the Lessor's prior written consent, which shall not be unreasonably withheld. Notwithstanding the foregoing, Lessee may make minor, non structural alterations or additions to the Leased Premises, but any such alterations or additions shall be made at Lessee's expense and shall become the property of Lessor upon completion unless otherwise agreed by Lessor in writing. Unless made on an emergency basis to prevent injury to person or property, Lessee will submit plans for any alteration or addition with an estimated cost of more than Five Thousand Dollars ($5,000.00) to Lessor for Lessor's prior approval, such approval not to be unreasonably withheld. Lessee shall not create or permit the creation of any lien attaching to Lessor's interest in the Leased Premises as a result of any of Lessee's activities in connection with this Lease. If any mechanic's lien is filed by a third party as a result of Lessee's activities under this Lease, Lessee shall cause such lien to be released within thirty (30) days after filing.

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11.4 Equipment.
Lessor will provide Lessee the use of Lessor's existing fixtures, furniture, deleted computers and mobile equipment. Lessee will assume responsibility for all existing fixtures, furniture, and mobile equipment and will maintain and replace, as Lessee deems necessary, all mobile equipment and personal property necessary to operate the golf course. Lessee will not utilize Lessor's fixtures, furniture, and mobile equipment at any other location owned, leased or manage by Lessee. All fixtures, furniture and mobile equipment will remain property of Landlord upon completion of Lease.

11.5 Irrigation.
Lessee shall be responsible for irrigation of the Leased Premises and its operation and maintenance. Lessee shall keep the Leased Premises irrigated and maintained in a manner to achieve the condition of the Course as it appears on October 25, 2017.

12. OPERATIONAL STANDARDS

12.1 Lessee will operate the golf course and clubhouse facility in accordance with the current golf course standards in existence on October 25, 2017.

12.2 The following shall apply during transaction:

a) Lessee and Lessor will take a physical inventory of all furniture.
b) Lessor agrees to pay Lessee for all deposits for future events, outstanding gift certificates and other prepaid items.
c) Lessee agrees to purchase the Golf Shop Inventory and Food and Beverage Inventory for resale at the wholesale value.
d) Lessee will have complete control over its employment, to the extent allowed by law. However, several current Neches Pines employees have worked at the facility for many years and are highly valued by the City. The Landlord requests that Lessee offer the opportunity for an employment interview to current Neches Pines employees and that any current employees deemed appropriate by the operator be retained. Lessee will provide current Neches Pines employees who are not hired by Lease the first opportunity to go through the hiring process at the City of Diboll when an equivalent position is available within the next 36 months.
e) Lessee will assume existing Lessor agreements and service contracts, where applicable, including but not limited to the golf cart lease, copier contract, software and maintenance agreements together with any applicable marketing agreements.
f) The Lessee will honor all reservations (meetings, tournaments, etc.) previously made by Lessor.
g) The Lessee will honor all outstanding gift certificates and memberships.

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13. LESSOR'S RIGHTS.

13.1 Reservation of Rights.

Lessor reserves and shall have the following rights, each of which shall, unless expressly provided otherwise, be exercisable without notice, except as provided below, and without liability of Lessor, its agents, employees or contractors to Lessee for loss of interruption of business, or for any other matter, and without effecting an eviction or disturbance of Lessee's use or possession, in whole or in part, actual or constructive, or giving rise or entitling Lessee to any claim for set-off, abatement or reduction of rent or relieving Lessee from the performance of or affecting any of Lessee's obligations under this Lease, provided that Landlord will use commercially reasonable efforts to exercise such rights in a manner that will minimize disruption to Lessee's operations. In the event the exercise of these rights is materially disruptive to Lessee's operation of its business so that Lessee does not operate the golf course or a portion thereof as a result of such disruption, and provided that Lessee is not in default under this Lease, Lessor and Lessee will agree upon an equitable abatement prior to commencement of any such activity, which shall be applicable for the period of such disruption. The rights reserved to Lessor are as follows:

1) to access the Leased Premises, for access in connection with subparagraphs (b) – (d) below, for the purpose of (a) inspecting the Leased Premises or other reasonable purposes; (b) constructing, installing, maintaining, and operating its existing and future water resource facilities and systems; (c) performing repairs and maintenance to the Leased Premises as deemed necessary or desirable in Lessor's sole discretion; (d) showing the Leased Premises to brokers, prospective tenants or prospective purchasers of the Leased Premises; and (e) curing any Lessee default;
2) to grant easements for the installation of utilities or other purposes provided that such easement will not cause any substantial interference with the operation of Leased Premises

14. Lessor's Cooperation. Lessor recognizes and acknowledges that Lessee will need the assistance and cooperation of Lessor in order to properly perform and fulfill Lessee's covenants and obligations under this Lease. Therefore, Lessor agrees it will cooperate with Lessee at no additional charge to secure all permits or licenses that are required in order for Lessee to fulfill its obligations under this Lease.

15. Insurance.

15.1 Lessee shall provide worker's compensation insurance, automobile liability insurance, liability insurance in the amount of $1,000,000.00 for each occurrence and in aggregate. Lessee will have Lessor as additional insured on Lessee's liability policies.

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Lessee agrees to maintain, at Lessor's expense, fire and extended coverage insurance on the structures located on the Leased Premises, including the clubhouse and related buildings with coverage limits not less than the full replacement cost of the building and related improvements, subject to Lessor's deductible.

16. Indemnity. Lessee agrees to and shall indemnify Lessor against, and hold Lessor harmless from any and all claims (whether asserted or unasserted), losses, damages, injuries or death of any person, damages to and destruction of property why whomsoever owned, including loss of use thereof or interruption of business associated therewith, violations of any Laws, causes of action, suits, administrative actions, assessments, liens and liabilities of every kind (collectively "Claims"), including without limitation, any reasonable attorney's fees, costs and expenses to the extent resulting from the acts or omissions of Lessee, its agents, employees, affiliates, vendors, contractors, or subcontractors, in connection with this Lease, or arising from Lessee's breach of any obligation, representation, warranty or covenant contained in this Lease. Lessee shall defend Lessor against any and all such claims, at Lessee's expense, with counsel reasonably acceptable to Lessor. Lessor, at its expense, shall have the right to approve any settlement, which shall not be unreasonably withheld. All indemnification obligations in this Lease shall survive termination, expiration or cancellation of this Lease.

Lessor agrees to and shall indemnify Lessee against, and hold Lessee harmless from any and all claims, including without limitation, any reasonable attorney's fees, costs and expenses to the extent resulting from the acts or omissions of Lessor, its agents, employees, affiliates, vendors, contractors, or subcontractors, while on the Leased Premises, or to the extent arising from Lessor's breach of any obligation, representation, warranty or covenant contained in this Lease. Lessor shall defend Lessee against any and all such claims, at Lessor's expense, with counsel reasonably acceptable to Lessee. Lessee, at its expense, shall have the right to participate in the defense of any claims or litigation and shall have the right to approve any settlement, which shall not be unreasonably withheld. The indemnification provision of this Section shall not apply to damages or other losses to the extent approximately cause by or resulting from the negligence of Tenant. All indemnification obligations in this Lease shall survive termination, expiration or cancellation of this Lease.

17. Damage and Restoration. If the buildings, land or other fixtures on the Leased Premises, or the personal property leased under this Lease, should be partially or materially damaged or totally destroyed by fire or other casualty, or a force of majeure occurrence beyond the control of either Lessor or Lessee, either Lessor or Lessee shall have the right to terminate upon written notice to the other party, provided that in the event the damages to the Leased Premises does <u>not</u> exceed a cost of $100,000.00, and such repairs can be completed within six (6) months, Lessor shall repair the Leased Premises or provide the reasonable

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substitutes of similar quality and function. If neither tenant nor Lessor elects to terminate this Lease, Lessor will repair, reconstruct or replace the Buildings, improvements and personal property to a condition as good as the condition in which the Buildings, improvements and personal property existed prior to their damage or destruction. If repair, reconstruction or replacement is prohibited under then existing laws, this Lease shall terminate without further obligation on the part of either party.

If Lessee is unable to use all or a significant portion of the Leased Premises, excepting the clubhouse, during repair, reconstruction or replacement as provided for in this Section, Lessee's rental obligations shall be abated or credited as appropriate until such time as Tenant is again able to use the Leased Premises for their intended purpose.

18. **Eminent Domain.** If at any time during the term of this Lease, title to all or substantially all of the Leased Premises shall be taken by condemnation or by right of eminent domain, this Lease shall terminate on the date of the taking and the rent shall be apportioned to the date of such taking. For purposes of this section, substantially all of the Leased Premises shall be deemed to have been taken if that portion of the Leased Premises not taken cannot be economically utilized by Lessee for those purposes permitted under Section 2 of this Lease.

19. **Force Majeure.** If an event of force majeure occurs, including without limitation, hurricane, tornado, declared or undeclared war, sabotage, riot or other acts of civil disobedience, acts of government, labor disputes, shortages of fuel, accidents, fires, explosions, floods, earthquakes, other acts of God, or events beyond either Party's reasonable control, which substantially prevents either Party's fulfillment of any of its obligations hereunder, it is agreed that such obligation shall be excused for the duration of the force majeure even, provided that the Party affected by such event shall give prompt written notice of the force majeure circumstances to the other Party and shall resume fulfillment of its obligations as soon as practicable.

20. **Assignment.** Except as otherwise provided below, Lessee shall not assign this Lease or sublet any of the Leased Premises without the prior written consent of Lessor, provided that Lessee to this Lease shall continue to be liable for all obligations under this Lease. Lessee shall notify Lessor of any proposed assignment or subletting at least thirty (30) days prior to the proposed effective date of such assignment or subletting. In the event that any such assignment or subletting is approved by Lessor, the assignee or sublessee shall agree in writing to be bound by all of the covenants of this Lease required of Lessee. Any assignment or subletting in violation of this Section 20 shall be null and void. Lessor shall have the right to sell, convey, transfer, assign, pledge, mortgage or encumber, in whole or in part, all and every feature of Lessor's rights and obligations hereunder and in the Buildings and

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the Leased Premises. Upon the occurrence of any sale, conveyance, transfer or assignment, such successor in interest shall be deemed to have assumed Lessor's rights and obligations under this Lease, Lessor will be released from all obligations hereunder, and Lessee agrees to look solely to such success-in-interest of Lessor for the performance of such obligations. Lessee shall have the right to engage independent contractors for professional golf instructions without obtaining Lessor's consent hereunder.

21. Breach and Remedies.

The following conditions will constitute a breach of this Lease and a default hereunder ("Default"):

21.1 Conditions of default.

1) If Lessee fails to pay rent or fulfill any other monetary obligation of Lessee to Lessor, and Lessee fails to pay any third-party services or utility bills pursuant to the terms of this Lease, and Lessee fails to cure such monetary Default within fifteen (15) days after written notice from Lessor to Lessee of such monetary Default.

2) If either party fails to perform any of its non-monetary obligations under this Lease when due or called for, and the Party in Default fails to cure such non-monetary Default within thirty (30) days after written notice from the non-defaulting Party of such non-monetary Default; provided, however, that if the nature of the non-monetary Default is the result of a force majeure occurrence or is otherwise of a nature such that it cannot be fully cured within that thirty (30) day period, the Party in Default shall have such additional time as is reasonably necessary to cure the Default so long as the Party in Default is proceeding diligently to complete the necessary cure after service of notice by the non-defaulting Party.

3) If Lessee becomes insolvent or bankrupt or admits in writing its inability to pay its debts as they mature, or makes an assignment for the benefit of creditors, or if a trustee or receiver is appointed for Lessee or for a major part of its property, or any bankruptcy, reorganization, arrangement, insolvency or liquidation proceeding, or other proceeding for relief under any bankruptcy law or similar law for the relief of debtors is instituted (A) by Lessee, or (B) against Lessee and is allowed against it or is consented to by it or is not dismissed within sixty (60) days after such institution.

4) The occurrence of any Default by Lessee under this Lease that occurs more than three (3) times in any period of twelve (12) months, whether or not such Default is subsequently cured.

21.2 Remedies.

1) In the event of Lessee's Default, Lessor shall have the rights and remedies hereinafter set forth, which shall be distinct, separate and cumulative and shall not operate to exclude or deprive Lessor of any other right or remedy allowed it at law or in equity:

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a) Lessor may terminate this Lease by giving to Lessee written notice of Lessor's election to do so, in which event the Term of this Lease shall end, and all right, title and interest of Lessee hereunder shall expire, on the date stated in such notice;
b) Lessor may terminate the right of Lessee to possession of the Leased Premises without terminating this Lease by giving written notice to Lessee that Lessee's right of possession shall end on the date stated in such notice, whereupon the right of Lessee to possession of the Leased Premises of any part thereof shall cease on the dated stated in such notice; and
c) Lessor may enforce the provisions of this Lease and my enforce and protect the rights of Lessor hereunder by a suit or suits in equity or at law for the specific performance of any covenant or agreement contained herein, and for the enforcement of any other appropriate legal or equitable remedy, including without limitation injunctive relief, recovery of all money due or to become due from Lessee under any of the provisions of this Lease and recovery of damaged incurred by Lessor by reason of the Default.

2) If either party at any time by reason of the other Party's Default pays any sum or does any act that requires payment of any sum, the sum paid by the non-defaulting Party shall be immediately due and owing by the defaulting Party to the non-defaulting Party at the time the sum is paid, and if paid at a later date shall bear interest at the rate of eight percent (8%) per annum from the date the sum is paid by the non-defaulting Party until the non-defaulting Party is reimbursed by the defaulting Party.

3) If either Lessor or Lessee should find it necessary to bring an action in a court of law to enforce any of its rights or remedies under this Lease, both Parties agree that the Prevailing Party in any such litigation shall be entitled to a recovery of reasonable attorney's fees and costs incurred by way of such action.

22. Surrender

Upon the termination of this Lease by lapse of time or otherwise or upon the earlier termination of Lessee's right of possession, Lessee shall surrender possession of the Leased Premises to Lessor and deliver all keys and other entry devices to the Leased Premises to Lessor, and shall, subject to the following subparagraphs , return the Leased Premises and all equipment and fixtures owned by Lessor therein to Lessor in as good condition as when Lessee originally took possession, except for ordinary wear and tear and damage caused by fire or casualty not resulting from Lessee's acts or omissions. All installations, additions, fixtures and improvements, except moveable furniture and equipment and other personal property belonging to Lessee and Lessee's trade fixtures, in or upon the Leased Premises, all without compensation, allowance or credit to Lessee. Without limitation of any other

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obligations of Lessee under this Section shall survive the expiration or earlier termination of this Lease.

If Lessee retains possession of the Leased Premises or any part thereof after the termination of the Lease by lapse of time or otherwise or after the earlier termination of Lessee's right of possession, in addition to and without limiting any other rights and remedies which Lessor may have on account of such holding over by Lessee, Lessee shall pay to Lessor all direct and consequential damages suffered by Lessor on account of such holding over by Lessee, provided that Lessee shall not be liable for consequential damages arising from Lessee's Lease. The provisions of this section shall not be deemed to limit or constitute a waiver of the right of Lessor to evict Lessee as provided herein or at law.

23. Environmental

Lessee shall not cause or permit any Hazardous Substance (hereinafter defined) to be brought upon, kept or used in or about the Leased Premises by the Lessee, its agents, employees, contractors or invitees, without Lessor's prior written consent. Lessor hereby consents to the storage of petroleum products in above-ground storage tanks for use in golf carts, lawn mowers and other equipment used by Lessee on the Leased Premises.

For any vehicle fuel dispensing tanks (above or below ground), the Lessee will be required to maintain up to date Petroleum Bulk Storage ("PBS") registrations with the Texas Department of Environmental Quality (TCEQ) and register such tanks with TCEQ. The Lessee will assume all registration and update costs. The Lessee must keep a copy of the PBS certificate on site and provide copies to the Mayor and City Manager. The Lessee will have staff onsite with required training and certifications for the operation of these tanks. The Lessee will be required to perform or have performed a tightness test conducted, to comply with required monitoring leak detection checklists for the tank(s) and all other legal requirements. Any changes, removals, or additions of tanks must be pre-approved by the City and in accordance with TCEQ regulations. The Lessee will be required to maintain valid and sufficient pollution control liability insurance and any other required insurance coverage for the tanks.

Lessee shall have the option of obtaining a Phase I environmental report on the Leased Premises at its own expense prior to the execution of this Lease.

24. Purchase of Current Inventory. On __December 31st__, 2017, Lessee shall pay Lessor for the following items, to be inventoried and agreed to by Lessor and Lessee on or prior to _December 31st_, 2017:

a. Ninety percent (90%) of Lessor's cost of merchandise inventory of golf equipment, clothing, and accessories;

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b. One hundred percent (100%) of Lessor's cost of packaged food, beverage, and beer inventory; and
c. Fifty percent (50%) of Lessor's cost of prepared food inventory.

25. Paid-in-Advance Membership. Effective December 31st, 2017, Lessor shall pay Lessee an amount equal to the unexpired terms of the paid-in-advance memberships.

26. Equipment. Lessee agrees to assume financial responsibility for notes payable on equipment being used to maintain the Leased Premises. This includes a note payable to John Deere Equipment that matures April 2019 and one payable to First Bank and Trust, East Texas that matures June 2018. Lessor acknowledges that all equipment bought by Lessee during the Term of the Lease becomes property of Lessee and if at the end of the term Lessor desires to retain said equipment, Lessor must pay Lessee fair market value.

27. Golf Carts. Lessor's existing fleet of golf carts consists of thirty-five (35) 2017 EZ-GO electric golf carts that are leased and five (5) 2014 EZ-GO electric golf carts that are owned by Lessor. Lessee agrees to assume the monthly payment of Two Thousand Three Hundred Seventy-six and NO/100 Dollars ($2,376.00) on the existing fleet.

28. Alcohol Licensing. Lessor agrees to maintain current alcohol licensing as provided by the Texas Alcoholic Beverage Commission (TABC) to ensure the ability to sell alcohol on the Leased Premises. Lessee agrees to require all employees that will handle or sell alcohol to be certified by TABC within thirty (30) of their first day of employment.

29. Notices and Addresses.
All notices, demands, requests or replies provided for or permitted by this Lease shall be in writing and may be delivered by any one of the following methods: (1) by personal delivery, (2) by deposit with the United States Postal Service as certified or registered mail, return receipt requested and with postage prepaid to the address stated below; (3) by e-mail; or (4) by deposit with an overnight express delivery service. Notices shall be effective upon receipt.

For purposes of notice, demand, request, reply or payment, the address of Lessor shall be:

The City of Diboll
Attn: City Manager,
City Secretary
Mayor
P.O. Box 340
Diboll, Texas 75941
Phone: (936) 829-4757

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Fax: (936) 829-1179
Emails: gborren@cityofdiboll.com
mmccall@cityofdiboll.com
jmcclain@cityofdiboll.com

Legal notices to Lessor shall be copied to:

The City of Diboll
Attn: City Manager,
City Secretary
Mayor
P.O. Box 340
Diboll, Texas 75941
Phone: (936) 829-4757
Fax: (936) 829-1179
Emails: gborren@cityofdiboll.com
mmccall@cityofdiboll.com
jmcclain@cityofdiboll.com

For purposes of notice, demand, request, reply or payment, the address of Lessee shall be:

WHGC, LLC
Attn: Douglas Datin
359 County Road 5021
Nacogdoches, TX 75964

Each party shall have the right to designate a different address by the giving of notice in conformity with this section.

30. Landlord Not a Partner

Nothing contained in this Lease shall be construed as creating a partnership or joint venture between Lessor and Lessee or between Lessor and any other party or to cause Lessor to be responsible in any way for the debts or obligations of Lessee or any other party acting by, through, or under authority of Lessee.

31. Governing Law. This Lease and the rights and liabilities of the parties to this Lease shall be governed by the laws of the State of Texas. Any litigation shall be brought in a court of appropriate jurisdiction in Angelina County, State of Texas, and each party submits to the exclusive jurisdiction of said courts and waives the right to change venues. Lessee further consents to the exercise of personal jurisdiction by any such court with respect to any such proceeding.

32. Binding Nature. This Lease, and all of its terms and conditions, shall be binding upon and inure to the benefit of the parties hereto, their successors and approved assigns.

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33. Captions. Captions in this Lease are included for convenience only and are not to be taken into consideration in any construction or interpretation of this Lease or any of its provisions.

34. Authority

Each Party warrants that is has the full authority and power to enter into and perform under this Lease and to make all representations, warranties and agreements as set forth herein.

35. Survival

All covenants, indemnities, guarantees, representations and warranties and undischarged obligations of a party hereto shall survive termination or expiration of this Lease.

36. Enforceability

Either party's failure in any one or more instances to insist upon strict performance of any of the terms and conditions of this Lease or to exercise any right therein conferred shall not be construed as a waiver or relinquishment of that right or of that Party's right to assert or rely upon the terms and conditions of this Lease. Any express waiver of a term of this Lease shall not be binding and effective unless made in writing and properly executed by the waiving party. This Lease may not be amended except in writing properly executed by both Parties.

37. Entire Agreement

This Lease and all attachments thereto, constitute the complete and exclusive agreement between the Parties. It supersedes all prior written and oral statements, conditions, obligations, representations, or warranties. In the event of any inconsistency between this Lease and any Exhibit, the provisions of this Lease shall take precedence. Any invalid or unenforceable provision shall be deemed severed from this Lease to the extent of its invalidity or unenforceability, and the remainder of this Lease shall remain in full force and effect.

38. Counterparts

This Lease may be executed simultaneously in two or more counterparts which, when taken together, shall be deemed an original and constitute one and the same document. The signature of any Party to the counterpart shall be deemed a signature of this Lease, and may be appended to, any other counterpart. Facsimile transmission of executed signature page shall be sufficient to bind the executing party.

39. Representations

39.1 Lessor's Representations

Landlord represents to Lessee as of the Effective date, as follows:

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1) Lessor is duly organized and validly existing under the laws of the state of Texas, with full power and authority to enter into and execute this Lease. Lessor owns fee simple title to the Leased Premises, subject only to restrictions, easements, and encumbrances which do not prevent the performance of either Lessor's or Lessee's obligations under the Lease, including without limitation, the operation of a golf course and related activities. This Lease constitutes the legal, valid and binding obligation of Lessor, enforceable against Lessor in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, moratorium, reorganization or other similar laws affecting debtors' and creditors' rights generally and general equitable provisions.
2) To the best of Lessor's actual knowledge, there are no actions, suits or proceedings pending in any court or before or by any governmental authority against Lessor or the Leased Premises, or by Lessor and pertaining to the Leased Premises that might affect Lessor's used of the Leased Premises for the permitted used under this Lease.
3) Lessor has received no notice of any pending eminent domain or condemnation proceedings against the Leased Premises or any part thereof and to the best of Lessor's actual knowledge, no such proceedings are present threatened or contemplated.
4) To the best of Lessor's actual knowledge, Lessor has not received written notice from any governmental authority of any violation of any applicable laws or local ordinances which would adversely affect the Leased Premises or use thereof which have not been cured.
5) Lessor's execution of this Lease will not conflict with any other obligation of Lessor with respect to the Leased Premises.

39.2 Lessee's Representation

Lessee represent to Lessor as of the Effective date, as follows:

1) Lessee is duly organized and validly existing under the laws of the state of its formation, with full power and authority to enter into and execute this Lease. This Lease constitutes the legal, valid and binding obligation of Lessor, enforceable against Lessor in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, moratorium, reorganization or other similar laws affecting debtors' and creditors' rights generally and general equitable provisions.
2) To the best of Lessee's actual knowledge, there are no actions, suits or proceedings pending in any court or before or by any governmental authority against Lessee that might impair or prevent Lessee's ability to perform its obligations under this Lease.

40. Lessor agrees to continue operating Neches Pines Golf Course under the terms of this lease irrespective of whether or not it is making or losing money for the first 24 months of the lease. After the expiration of 24 months, Lessee may

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terminate this lease in accordance with the termination provisions set out herein.

IN WITNESS THEREOF, the parties have executed this Lease as of the date set forth above.

LESSOR:	**LESSEE:**
The City of Diboll, a municipal corporation	**WHGC, LLC, a Texas Limited Liability Company**
By: _____	By: _____
Name: John C. McClain	Name: Douglas D. Datin
Title: Mayor	Title: President

ACKNOWLEDGMENT

State of Texas
County of Angelina

This instrument was acknowledged before me on October, 30th, 2017 by John C. McClain, Mayor for **City of Diboll, Texas**, and Douglas D. Datin, President of **WHGC, LLC, a Texas Limited Liability Company**

(seal) _____
Notary Public's Signature

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Jason A. Arnold, MPA
City Manager, City of Diboll

400 Kenley Street
P.O. Box 340
Diboll, Texas 75941
(936)-829-6800
jarnold@cityofdiboll.com

Message from the City Manager

Honorable Mayor and City Council,

It is my privilege to present for review and adoption the City of Diboll Fiscal Year 22/23 Budget. Staff has worked diligently for several months preparing a budget that best serves the citizens of Diboll. The budget process, beginning in April, has involved hours of research, discussion, brainstorming and forecasting. We took the opportunity to revisit our priorities as a municipal government, evaluate our effectiveness and efficiency when providing services, and lay the groundwork for a vibrant Diboll for years to come.

We are presenting a balanced budget created with a priority-based approach. The priorities for FY 22/23 are as follows:

- Ensure the delivery of essential services of the highest quality with effectiveness and efficiency.
- Maintain a continuous focus on professionalism and responsive customer service.
- Invest in the recruitment and retention of valued employees.
- Strengthen the City's resiliency to adversity of all types.
- Continue to market Diboll as the premier community in the region to live, work, and play.

Staff will approach all decision-making with these priorities in mind.

Financial Policies

A relatively conservative approach was taken when forecasting revenues. Revenue from property tax was calculated at an anticipated growth of 3.5%. While Sales Tax was calculated at a 2% decrease from the current fiscal year. Water and Wastewater revenues were calculated at the current consumption rates with scheduled rate increases of 8% and 10% respectively. All other revenues were forecasted at the current fiscal year budget amounts.

To ensure a balanced budget, expenditure allocations were made after revenue projections were completed. During budget meetings, each Department Head made expense requests in their respective funds. All requests made were data driven with authentic estimates, not arbitrary amounts. Detailed budget notes kept will allow for a more precise execution and monitoring of the budget throughout the fiscal year. It is also worth noting the Department Heads have monitored inflation with vigilance. Through steady contact with vendors, estimated increases in costs have been made with the best data available.

Significant Changes

- Proposed Tax Rate of $0.583321. A decrease from the current Tax Rate of $0.616544.
- Implementation of Incode 10 Software.

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Jason A. Arnold, MPA
City Manager, City of Diboll

400 Kenley Street
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Diboll, Texas 75941
(936)-829-6800
jarnold@cityofdiboll.com

- Scheduled Water and Sewer Rate Increases.
- Interlocal Government Agreement with the City of Lufkin for Dispatch Services.
- Development of the Street Overlay Program.
- Development of the Substandard Structure Mitigation Program.
- The Sanitary Sewer Overflow Plan.
- Effects of the Salary Survey.
- New Police Department Pay Structure.
- Budget Performance Increase of 5% for all staff, with the exception of the City Manager.

City's Debt Position

At the end of the current fiscal year, the City of Diboll will have $7,690,000 total bonds outstanding, capital leases and notes payable / loan payable amounting to $5,866,655. The Annual Debt Service payment for 2022-2023 is $855,401.08 which is approximately 13% of total revenue for all funds. Credit agencies consider anything over 20% to be troublesome and 10% or lower to be preferred. The majority of our debt being revenue-supported versus tax-supported keeps us on solid ground.

Summary

This has been a year of progress for the City of Diboll in which many new faces can be found within the City of Diboll ranks and City Council. The Code Compliance Department was created and has made great progress. Exciting projects such as the Lumberjack Drive Water Main Extension, the Waste Water Treatment Plant Renovations, the City Hall Software Project, the PSI Project, the Civic Center Rental Agreement with M&R, the Dispatch Agreement with the City of Lufkin and many others have been kicked off. The City of Diboll has literally grown by over 330 acres via voluntary annexations. And to top it off, we will finish the year with the 37th celebration of Diboll Day!

FY 22/23 will be the year we reap the fruit of many ongoing projects. By year's end, the City will have brand new ultra-sonic water meters for all water customers, Old Orchard Park will have received major lighting upgrades, City Hall and the Public Safety building will look better than ever, a new Street Overlay Program will have been initiated, our Police Department will have more resources to protect our citizens and much more from the projects already in play. This is all in addition to the opportunities each new day brings for the City!

Honorable Mayor and Council, big things are happening in Diboll and it is my sincere pleasure to be a part of it.

Respectfully submitted,

Jason A. Arnold, MPA
City Manager

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CITY OF DIBOLL
ANNUAL OPERATING BUDGET

FOR FISCAL YEAR
OCTOBER 1, 2022 - SEPTEMBER 30, 2023

Trey Wilkerson
Mayor

CITY COUNCIL

Brian Moreno
District 1
Luis Maldonado
District 2
Benita Sheffield Duffield
District 3

Daniel Lopez
Mayor Pro Tem, District 4
Ruben Terrazas
At Large Place 5
Ray Williams Jr.
At Large Place 6

Jason Arnold, City Manager
Sam Durham, Director of Finance

400 Kenley, Diboll TX 75941
phone: 936-829-4757
Fax: 936-829-1179

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CITY OF DIBOLL
Fiscal Year 2022-2023
Budget Cover Page

This budget will raise more revenue from property taxes than last year's budget by an amount of $72,299, which is a 5.35 percent increase form last year's budget. The property tax revenue to be raised from new property added to the tax roll this year is $13,859.

The Members of the governing body voted on the Budget as follows:
FOR:
AGAINST:
PRESENT and not voting**:**
ABSENT:

Property Tax Rare Comparison

	2022-2023	**2021-2022**
Property Tax Rate:	$0.583321/100	$0.616544/100
No New Revenue Tax Rate:	$0.557707/100	$0/100
No New Revenue Maintenance & Operations	$0.502576/100	$0/100
Voter Approval Rate	$0.583321/100	$0/100
Debt Rate	$0.059002/100	$0.062341/100

Total debt obligation for CITY OF DIBOLL secured by property taxes: $738,736

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CITY OF DIBOLL
FY2023 BUDGET
CALENDAR OF EVENTS

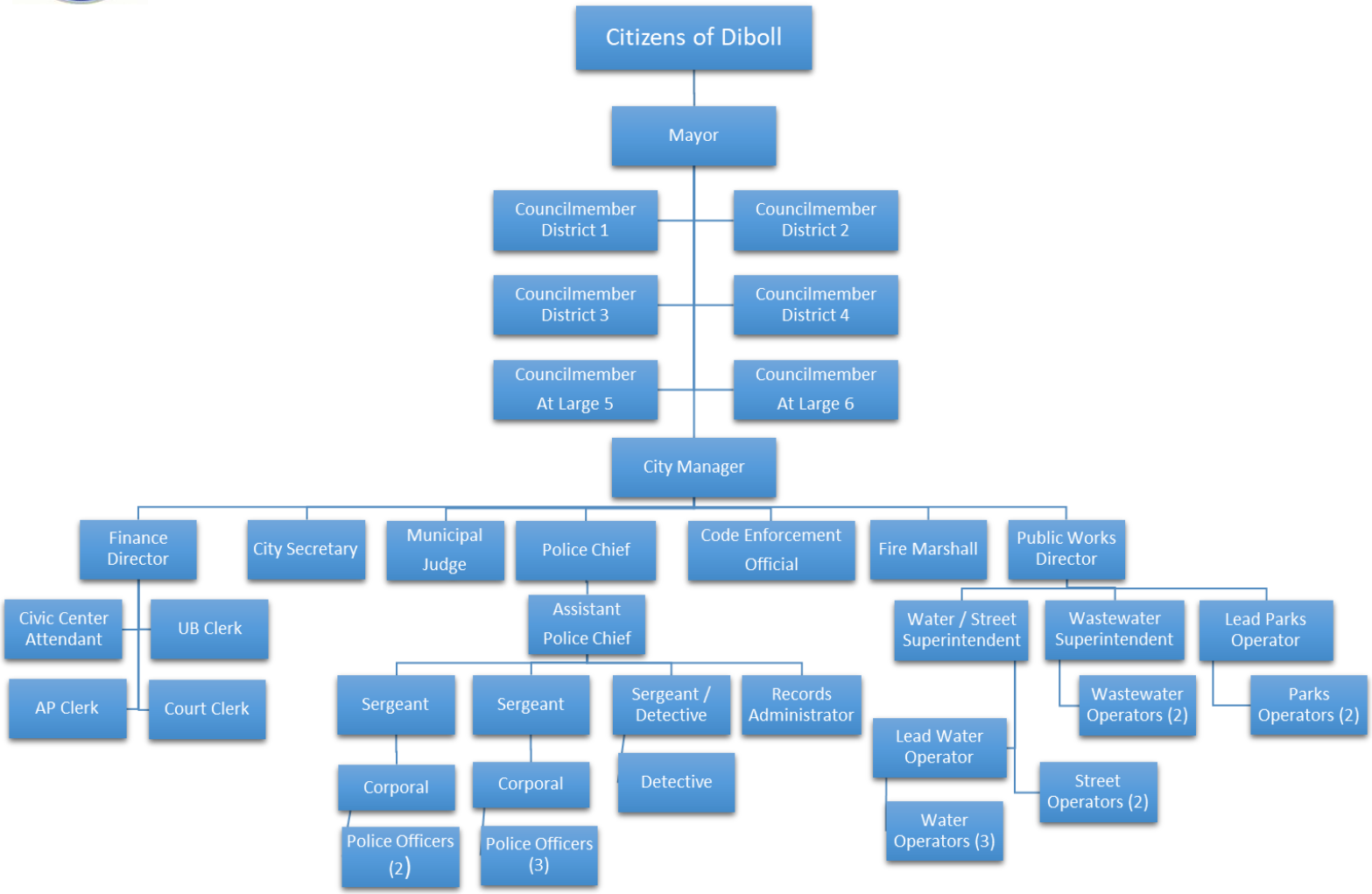
DATE	ACTION	RESPONSIBILITY	DESCRIPTION
April 25-29, 2022	FY 2022-2023 Revenue Estimates and Budget Expenditure Estimates	Finance	Preliminary FY 22-23 Revenue and Expenditure estimates
April 27, 2022	Receive Preliminary Property Values	Chief Appraiser Finance	Preliminary Ad Valorem revenue projections for budget.
May 2, 2022	FY 2022-2023 Revenue Estimates and Budget Expenditure Estimates	Finance City Manager	Review of preliminary FY 22-23 Revenue and Expenditure estimates
May 2-6, 2022	FY 2022-2023 Revenue Estimates and Budget Expenditure Estimates	Department Heads and Applicable Staff	Preliminary FY 22-23 Revenue and Expenditure estimates
May 6, 2022	Send Budget Review Schedule to Department Heads	Finance	Schedule of meetings will be developed and sent to department heads.
May 9-13, 2022	Departmental FY 2022-2023 Budget and Supplemental Request Reviews	Finance City Manager City Secretary Department Heads and Applicable Staff	Finance, City Manager, and City Secretary to meet with each Department Head to review departmental budgets.
May 16- June 10, 2022	Review Current FY 2022-2023 budget line items.	Finance City Manager	Review of department budgets for justification and details. Line items reviewed.
June 10, 2022	Completed FY 2022-2023 Dept. Budget Pages due to Finance	Department Heads and Applicable staff	Completed FY 22-23 Departmental Budget Pages due to Finance Dept. including UPDATED Mission Statements. Description of Services, Work Program, and Performance Measures.
July 13, 2022	Council Budget Workshop	City Council Finance City Manager City Secretary Department Heads and Applicable Staff	Presentation and Council review of Preliminary FY 22-23 Budget, FY 22-23 Fee Schedule, FY 22-23 Tax Rates
	Establish meeting dates for Public hearings, Budget and tax	City Council	Council sets date for public hearings on the proposed budget and on the tax rate.
June 25, 2022 (by July 31, 2022)	Receive Certified Property Values	Chief Appraiser Finance	Complete Ad Valorem revenue projections for budget.
July 31, 2022	No-new-revenues and voter-approval Tax Rates Published	Tax Assessor/Collector Finance City Secretary	The effective tax rate for fiscal 2022-2023 is published in the local newspaper and City's website. Tex.Tax Code 26.04 (e).

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	File Draft Budget	Finance City Secretary	A copy of the Draft Budget Book is filed with the municipal clerk and is available for inspection by the public and published on the City's website.
	Publish notice of budget hearing	Finance City Secretary	Publish notice of budget hearing in local newspaper and on the City's website.
	Notice of Proposed Tax Rate	Finance City Secretary	1st ¼ Page notice in newspaper and City's Website. Must be published at least 7 days before public hearings.
August 9, 2022	Discussion and Vote on Proposed Tax Rate	City Council	Discussion and record vote of Council for the Proposed Tax Rate per Tax Code 26.06 (b-2)
	Budget Submission to Council	City Manager	Draft Budget and transmittal letter submitted to City Council.
	Public Hearing *	City Council City Secretary	A public hearing is held by Council to receive public input regarding the FY 2022/2023 Operating Budget. * Requires 72 hour Open Meeting
	1st Reading of Budget Ordinance*	City Council	First reading of Budget Ordinance.
	1st Public Hearing on Tax Rate	City Council	First public hearing on proposed tax rate.
	1st Reading of Tax Rate Ordinance	City Council	First reading of Tax Rate Ordinance
	1st Reading Fee Schedule	City Council	First reading of Fee Schedule Ordinance
September 13, 2022	Public Hearing *	City Council City Secretary	A public hearing is held by Council to receive public input regarding the FY 2022/2023 Operating Budget. * Requires 72 hour Open Meeting
	2nd Reading of Budget Ordinance*	City Council	Second reading of Budget Ordinance and adoption.
	2nd Public Hearing on Tax Rate	City Council	Second public hearing on proposed tax rate.
	2nd Reading of Tax Rate Ordinance	City Council	Second reading of Tax Rate Ordinance and adoption.
	2nd Reading of Fee Schedule	City Council	Second reading of Fee Schedule Ordinance and adoption.
December 2, 2022	Distribution of Final Budget Document	Finance City Secretary	Final Budget Document published and distributed.

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CITY OF DIBOLL
ORGANIZATIONAL CHART



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City of Diboll
FY 2023 Department Declarations

Fund: Utility
Department: Wastewater

Mission Statement

The mission of the Wastewater Department is to serve the community by treating the wastewater in a safe and cost effective manner. The wastewater department strives to meet all requirements set by TCEQ.

Description of Services

Wastewater is used water. It includes substances such as human waste, food scraps, oils, soaps and chemicals. In homes, this includes water from sinks, showers, bathtubs, toilets, washing machines and dishwashers. Businesses and industries also contribute their share of used water that must be cleaned. The major aim of wastewater treatment is to remove as much of the suspended solids as possible before the remaining water, called effluent, is discharged back to the environment. As solid material decays, it uses up oxygen, which is needed by the plants and animals living in the water. "Primary treatment" removes about 60 percent of suspended solids from wastewater. This treatment also involves aerating (stirring up) the wastewater, to put oxygen back in. Secondary treatment removes more than 90 percent of suspended solids.

FY 2023 Goals

Continue to stay in compliance with TCEQ. Get started on the plant upgrades. Get operators licensed through TCEQ and their Class B CDL. Maintain wastewater plant and lift stations for environmental safety of the citizens.

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City of Diboll
FY 2023 Department Declarations

Fund: General
Department: Parks

Mission Statement

The City of Diboll Park and Recreation Departments mission is to champion lifelong recreation and serve as responsible stewards of the city's parks, trails, and cemeteries.

Description of Services

Just as water, sewer, and public safety are considered essential public services, parks are vitally important to establishing and maintaining the quality of life in a community, ensuring the health of families and youth, and contributing to the economic and environmental well-being of our community. We mow, weed-eat and maintain all the park grounds. Service and repair the restrooms in the park. Maintain the splash pad and pavilions. Repair Park equipment when needed. Pick up trash and empty trash receptacles in the park. Prepare and maintain our ball complex. Maintain Forest Haven Cemetery and Temple Cemetery grounds. Mow and weed-eat City Hall, water wells, median of HWY 59, red light medians, city entrance signs and the Police Department grounds.

FY 2023 Goals

Provide a safe and fun evironment for all citizens in Old Orchard Park. Continue to work on updating the youth baseball complex. Keep all city properties manicured. Continue partnering with the other city departments to offer additional park enhancements to our citizens.

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City of Diboll
FY 2023 Department Declarations

Fund: General
Department: Street

Mission Statement

To provide a safe, efficient, and affordable system of movement of vehicle traffic through and within the city limits for residents and visitors.

Description of Services

The Street Department strives to improve, to the best of our ability, the quality of services the city provides for its citizens. This includes utilizing our Street Department to ensure our streets are adequately maintained. This also includes the mowing and upkeep of all the City of Diboll Street rights of way and other properties the city owns. The grounds maintenance crew is striving to make Diboll a cleaner and more beautiful place for everyone to live. We do this by patching potholes, installing new culverts and replace deteriorating old culverts, cleaning out ditch's to help with drainage, preparing city streets for inclement weather, keeping catch basins clear of debris and maintaining street lighting and signage.

FY 2023 Goals

Work on maintaining city streets. Mow and bush hog right of ways. Continue to clean out and dig ditches throughout the city. Replace culverts when requested.

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City of Diboll
FY 2023 Department Declarations

Fund: Utility
Department: Water

Mission Statement

The Water and Sewer Department is a customer service organization responsible for the treatment and distribution of high quality H2O, and disposal of wastewater. We will efficiently and effectively operate, protect, and manage all water infrastructure and water resources for the current and future needs of the community and the environment.

Description of Services

The Utility Department enables our community to thrive with clean water done right every time. The utility is responsible for providing drinking water and water service that protects human health and the environment. We install and repair water mains, fire hydrants, check valves and water service lines, tap water mains, install sewer service taps, performs ground excavation work, manage AMI system for reliable readings and flush dead-end mains to meet TCEQ requirements. We maintain accurate records of all water well pump-age reports and logs of work performed including service orders, and accounting for time and materials used on various jobs. We complete annual water use survey, water loss audit, consumer confidence reports and quarterly operating reports.

FY 2023 Goals

Meet all standards set by TCEQ in order to stay in compliance. Continue repairing water and sewer leaks. Replace old water meters for accurate readings. Submit annual water use survey, water loss audit, and consumer confidence report. Submit disinfectant level quarterly operating reports. Get all operators licensed through TCEQ.

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City of Diboll
FY 2023 Department Declarations

Fund: General
Department: Police

Mission Statement

The mission of the Diboll Police Department is to work cooperatively with all members of the community to compassionately enforce laws with respect and dignity, and to ensure a safe and secure community for everyone. We will do this with the highest level of moral and professional standards.

Description of Services

As the Police Department serves our community, we will always emphasize:

Being Service Oriented – Responsiveness to our community's needs with quality service and respect for all residents and visitors.

Enforcement of Law – Compassionate enforcement of state and municipal laws equally, based on a foundation of ethical and moral principles.

Maintain Order – Through working with the community, assure the city is a safe and secure environment for everyone.

Educate the Public – Enhance the public's awareness of both crime information and crime prevention.

Provide Public Assistance – To respond to non-criminal and non-emergency concerns such as traffic control, suspicious activity, safety hazards and any other citizen requests for assistance. To provide referral and direction to resolve non-criminal issues through local social and humanistic services when available.

FY 2023 Goals

To provide Officers with the necessary tools to effectively perform their jobs, as well as create a working environment that sets the area's standard for professionalism and quality service.
To add more training for our officers to better prepare them for the challenges they face in todays policing enviornment, including de-escelation and mental health awareness.

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City of Diboll
FY 2023 Department Declarations

Fund: General
Department: Code

Mission Statement

Our mission is to enforce the codes of the city in order to protect the health, safety, and welfare of the community and, where violations occur, to work with our citizens to achieve compliance through an efficient and fair process.

Description of Services

Maintain an attractive, safe, and healthy environment in order to provide a high quality of life for our residents and visitors. Improve both the appearance and value of residential and business property. Provide prompt, courteous, and professional service to the citizens of the City of Diboll. Encourage responsible property maintenance. Seek voluntary compliance with the provisions of the City Code of Ordinances. Maintain open communications.
Patrol neighborhoods.
Inspect and Identify offenses located on property.
Notify property owners and tenants of offensive conditions existing on their property.
Educate and cooperate with citizens to remediate offenses.
Coordinate with Municipal Court to remediate offenses.
Abatement of property maintenance offenses.
Coordinate with other city departments and state agencies.

FY 2023 Goals

Safeguard the public health, safety and welfare through comprehensive and timely permit plan reviews, extensive building inspections, issuance of Certificates of Occupancies, in addition to continued education.

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BALANCING WORKSHEET 10/2022-9/2023

DEPARTMENTAL FUNDS

	2021-2022 Budget	2022-2023 Proposed Budget	Difference
General Govt	1,965,010.00	2,242,687.44	277,677.44
Municipal Court	366,155.95	347,821.84	(18,334.10)
Police	(1,548,142.88)	(1,621,476.98)	(73,334.10)
Code Enforcement	(2,537.50)	(84,012.18)	(81,474.68)
Fire	(179,822.93)	(180,809.55)	(986.62)
Animal Control	(54,526.01)	-	54,526.01
Street	(373,121.48)	(471,033.01)	(97,911.53)
Parks	(172,189.40)	(231,477.52)	(59,288.12)
GENERAL FUND	825.75	1,700.04	874.29
Utility	(271,632.91)	(594,506.01)	(322,873.11)
Wastewater	274,957.07	598,631.78	323,674.72
UTILITY FUND	3,324.16	4,125.77	801.61
Civic Center	15,586.87	30,838.06	15,251.19
Recreation	(14,999.00)	(30,100.00)	(15,101.00)
RECREATION FUND	587.87	738.06	150.19
GENERAL BALANCED	825.75	1,700.04	(874.29)
UTILITY BALANCED	3,324.16	4,125.77	(801.61)
RECREATION BALANCED	587.87	738.06	(150.19)
TOTAL	4,737.78	6,563.87	(1,826.09)

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REVENUES & EXPENSES
Overview

DEPARTMENTAL FUNDS

	FY 2021 Est FB	Revenues	Expenses	Transfers	To Fund Balance	Est End Fund Balance
General Govt		2,318,972.14	774,856.70	(698,572.00)	2,242,687.44	
Municipal Court		451,000.00	103,578.16	(400.00)	347,821.84	
Police		10,400.00	1,631,876.98	-	(1,621,476.98)	
Code Enforcement		15,119.41	99,131.58	-	(84,012.18)	
Fire		-	180,809.55	-	(180,809.55)	
Animal Control		-	-	-	-	
Street		34,500.00	505,533.01	-	(471,033.01)	
Parks		-	231,477.52	-	(231,477.52)	
Total General Fund	**1,085,063.17**	**2,829,991.54**	**3,527,263.51**	**(698,972.00)**	**1,700.04**	**1,086,763.21**
Utility		2,181,216.00	1,659,572.51	1,116,149.50	(594,506.01)	
Wastewater		1,154,201.00	555,569.22	-	598,631.78	
Total Utility Fund	**283,993.52**	**3,335,417.00**	**2,215,141.73**	**1,116,149.50**	**4,125.77**	**288,119.29**
Civic Center		28,000.00	79,361.94	(82,200.00)	30,838.06	
Recreation		30,100.00	60,200.00	-	(30,100.00)	
Total Recreation Fund	**(49,809.00)**	**58,100.00**	**139,561.94**	**(82,200.00)**	**738.06**	**(49,070.94)**
	1,319,247.69	**6,223,508.54**	**5,881,967.17**	**334,977.50**	**6,563.87**	**1,325,811.56**

RESTRICTED REVENUE FUNDS

	FY 2021 Est FB	Revenues	Expenses	Transfers	To/From Fund Balance	Est End Fund Balance
Equipment Fund	-	-	-	-	-	-
Restricted Fund	175,761.00	1,200.00	61,200.00	61,200.00	(121,200.00)	54,561.00
Hotel/Motel Tax Fund	69,767.00	20,000.00	4,000.00	66,000.00	(50,000.00)	19,767.00
Seized Fund	7,594.77	-	-	-	-	7,594.77
Street Project Fund	225,000.00	-	-	-	-	225,000.00
MC Security Fund	11,011.00	7,000.00	-	7,000.00	-	11,011.00
MC Tech Fund	5,175.41	7,000.00	5,070.00	-	1,930.00	7,105.41
PEG Fund	56,760.00	4,000.00	-	-	4,000.00	60,760.00
Red Light Fund	75,206.84	-	-	25,000.00	(25,000.00)	50,206.84
Debt Service Fund	132,228.00	145,318.75	629,746.25	(434,427.50)	(50,000.00)	82,228.00
Endowment Fund	-	8,050.00	-	8,050.00	-	-
Road Maintenance Fund	-	-	-	-	-	-
MC Local Truency Prevention & Diversion Fund	18,325.00	8,000.00	-	-	8,000.00	26,325.00
MC Municipal Jury Fund	346.00	150.00	-	400.00	(250.00)	96.00
Keep Diboll Beautiful Fund	12,575.00	-	34,841.38	-	(34,841.38)	(22,266.38)
Restricted Project Fund	292,600.00	-	-	(83,009.14)	83,009.14	375,609.14
	1,082,350.02	**200,718.75**	**734,857.63**	**(349,786.64)**	**(184,352.24)**	**897,997.78**

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General Fund - General Government Dept. 1 GG

GL No.	Account Name	Category	2021-2022 Budget	2021-2022 Proposed Amendment	2022-2023 Proposed Budget	%Diff
01-01-3210	Licenses & Permits	Licenses & Permits	13,322.89	15,000.00	-	-100%
01-01-3300	Credit Card Fees	Fines & Fees	-	37.80	-	-100%
04-09-9999	Franchise Tax	Tax	400,000.00	400,000.00	399,969.77	0%
01-01-3550	Payments in Lieu of Tax	Tax	78,031.46	75,754.05	75,754.05	0%
01-01-3600	Property Tax - Current	Tax	1,142,559.51	1,168,968.48	1,195,839.27	2%
01-01-3610	Property Tax - Delinquent	Tax	11,000.00	11,546.59	11,000.00	-5%
01-01-3620	Property Tax - Penalties & Interest	Tax	11,000.00	10,000.23	11,000.00	10%
01-01-3700	Sales Tax	Tax	629,499.03	629,499.03	616,909.05	-2%
01-01-3800	Interest Income	Interest	2,500.00	2,889.16	2,500.00	-13%
01-01-3930	Cemetary Lots	Miscellaneous	5,000.00	6,000.00	5,000.00	-17%
01-01-3950	Miscellaneous	Miscellaneous	1,000.00	1,800.00	1,000.00	-44%
REVENUES			**2,293,912.89**	**2,321,495.34**	**2,318,972.14**	0%
01-01-4000	Insurance - General Liability	Insurance	8,643.00	8,496.00	8,920.80	5%
01-01-4001	Insurance - Property	Insurance	938.11	919.35	965.32	5%
01-01-4003	Insurance - Public Officials	Insurance	538.00	527.24	553.60	5%
01-01-4030	Bank Fees	Fines & Fees	460.00	350.00	450.00	29%
01-01-4040	Dues & Associations	Admin	4,964.00	4,964.00	4,236.00	-15%
01-01-4041	Software & Subscriptions	Admin	78,373.00	249,146.75	106,393.00	-57%
01-01-4043	Office & Janitorial Supplies	Admin	6,500.00	6,500.00	6,500.00	0%
01-01-4044	Postage	Admin	3,798.00	3,610.00	2,803.00	-22%
01-01-4045	Printing	Admin	2,640.00	2,443.32	2,640.00	8%
01-01-4046	Legal Notices	Admin	3,375.00	6,000.00	6,750.00	13%
01-01-4047	Elections	Admin	11,000.00	15,000.00	15,000.00	0%
01-01-4048	Meetings	Admin	1,000.00	750.00	1,000.00	33%
01-01-4060	Contributions	Admin	25,150.00	23,750.72	26,220.00	10%
01-01-4070	Reimbursables	Admin	-	7,820.00	-	-100%
01-01-4080	Capital Improvements	Capital	-	-	-	
01-01-4100	Contractual Services	Contractual Services	804.00	804.00	904.00	12%
01-01-4110	Intergov't Contracts - Ambulance	Intergov't Contracts	26,000.00	-	-	
01-01-4120	Intergov't Contracts - Transportation	Intergov't Contracts	21,000.00	21,000.00	21,000.00	0%
01-01-4150	Intergov't Contracts - County	Intergov't Contracts	26,732.00	27,118.96	28,751.94	6%
01-01-4200	Professional Services	Professional Services	400.00	1,000.00	300.00	-70%
01-01-4201	Professional Services - Legal	Professional Services	15,000.00	30,000.00	25,000.00	-17%
01-01-4202	Professional Services - Finance	Professional Services	17,000.00	17,000.00	17,000.00	0%
01-01-4203	Proffessional Services - Engineer	Professional Services	500.00	500.00	1,000.00	100%
01-01-4204	Professional Services - Equipment Maint.	Professional Services	3,120.00	3,175.76	3,240.00	2%
01-01-4205	Professional Services - Inspections	Professional Services	4,500.00	5,000.00	-	-100%
01-01-4208	Professional Services - IT	Professional Services	2,900.00	600.00	-	-100%
01-01-4210	Project Expense	Project Expense	-	70,000.00	-	-100%
01-01-4300	Telephone & Internet Services	Utility	15,702.00	15,348.23	28,112.00	83%
01-01-4310	Utility Services - Operations	Utility	4,500.00	5,562.96	4,980.00	-10%
01-01-4400	Building Maintenance	Maintenance	2,200.00	2,200.00	14,200.00	545%
01-01-4430	Ground Repairs & Maint.	Maintenance	750.00	-	4,750.00	
01-01-4461	Small Equipment	Materials & Supplies	1,000.00	-	1,000.00	
01-01-4480	Uniforms	Materials & Supplies	-	-	450.00	
01-01-4500	Miscellaneous	Miscellaneous	-	(2,122.67)	-	-100%
01-01-4800	Payroll - Salaries	Payroll	265,136.56	307,595.92	301,361.76	-2%
01-01-4810	Payroll - Overtime	Payroll	200.00	200.00	161.00	-20%
01-01-4811	Payroll - Sick	Payroll	-			
01-01-4812	Payroll - Holiday	Payroll	-			
01-01-4813	Payroll - Vacation	Payroll	-			
01-01-4815	Payroll - Auto Allowance	Payroll	7,800.00	7,800.00	7,800.00	0%
01-01-4816	Payroll - Certificate & Longevity Pay	Payroll	2,472.00	3,972.00	4,172.00	5%
01-01-4817	Payroll - Taxes	Payroll	21,679.58	24,455.93	24,665.40	1%
01-01-4820	FICA Expense	Payroll	-			
01-01-4825	SUTA Expense	Payroll	-			
01-01-4830	TMRS Expense	Payroll	40,414.84	46,931.12	48,772.47	4%
01-01-4840	Health Insurance	Payroll	20,400.00	14,171.12	21,614.94	53%
01-01-4850	Workman's Comp	Payroll	5,365.85	5,365.85	5,789.47	8%
01-01-4855	TX Unemployment	Payroll	-			
01-01-4860	HR - Onboarding	Personel	13,100.00	500.00	160.00	-68%
01-01-4865	Personel Screening	Personel	280.00	40.00	80.00	100%

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General Fund - General Government Dept. 1 GG

GL No.	Account Name	Category	2021-2022 Budget	2021-2022 Proposed Amendment	2022-2023 Proposed Budget	%Diff
01-01-4870	Training & Conferences	Personel	5,800.00	2,440.00	8,780.00	260%
01-01-4880	Travel & Meals	Personel	14,300.00	7,456.24	14,880.00	100%
01-01-4895	Appreciation / Benevolence	Personel	1,000.00	1,021.10	3,500.00	243%
EXPENSES			**687,435.95**	**949,413.90**	**774,856.70**	**-18%**
01-01-9999	Transfer from Endowment Fund	Transfer	(6,316.80)	(6,289.35)	(7,050.00)	12%
01-01-9999	Transfer from Fund Balance	Transfer		(38,492.83)	-	-100%
01-01-9999	Transfer form Red Light Fund	Transfer	-	(25,000.00)	(25,000.00)	0%
01-01-9999	Transfer to Recreation Fund	Transfer	70,780.00	6,500.00	15,200.00	134%
01-01-9999	Transfer to Debt Service	Transfer	22,978.00	28,384.26	23,278.00	-18%
01-01-9999	Transfer from Hotel Motel Fund	Transfer		(14,240.00)	-	-100%
01-01-9999	Transfer from MC Tech Fund	Transfer		(23,320.00)		-100%
01-01-9999	Transfer from MC Security Fund	Transfer	(5,000.00)	(20,345.64)		-100%
01-01-9999	Transfer from MC Jury Fund	Transfer			-	
01-01-9999	Transfer from Restricted Projects Fund	Transfer		(122,400.00)	-	-100%
01-01-9999	Transfer from Utility Fund	Transfer	(297,725.00)	(377,725.00)	(705,000.00)	87%
TRANSFERS			**(215,283.80)**	**(592,928.56)**	**(698,572.00)**	**18%**
	NET DEPARTMENT		**1,821,760.74**	**1,965,010.00**	**2,242,687.44**	**14%**

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General Fund - Municipal Court Dept. 2 MC

GL No.	Account Name	Category	2021-2022 Budget	2021-2022 Budget Amended	2022-2023 Proposed Budget	%Diff
01-02-3200	Fines & Fees	Fines & Fees	459,866.94	450,000.00	450,000.00	0%
01-02-3201	Time Payment Reimbursment Fee	Fines & Fees	-	1,168.95	1,000.00	-14%
					-	
REVENUES			**459,866.94**	**451,168.95**	**451,000.00**	**0%**
01-02-4040	Dues & Associations	Admin	225.00	150.00	75.00	-50%
01-02-4041	Software Subscriptions	Admin	-	-	9,220.00	
01-02-4043	Office & Janitorial Supplies	Admin	1,500.00	1,500.00	1,500.00	0%
01-02-4100	Contractual Services	Contractual Services	432.00	540.00	1,620.00	200%
01-02-4200	Professional Services	Professional Services	-	-	-	
01-02-4201	Professional Services - Legal	Professional Services	5,000.00	10,000.00	10,000.00	0%
01-02-4208	Professional Services - IT	Professional Services	500.00	100.00	-	-100%
01-02-4461	Small Equipment	Materials & Supplies	500.00	-	500.00	
01-02-4800	Payroll - Salaries	Payroll	50,091.72	53,446.15	55,335.00	4%
01-02-4810	Payroll - Overtime	Payroll	300.00	114.31	232.00	103%
01-02-4811	Payroll - Sick	Payroll	-			
01-02-4812	Payroll - Holiday	Payroll	-			
01-02-4813	Payroll - Vacation	Payroll	-			
01-02-4816	Payroll - Certificate & Longevity Pay	Payroll	206.00	206.00	254.00	23%
01-02-4817	Payroll - Taxes	Payroll	4,184.36	4,690.10	4,430.91	-6%
01-02-4820	FICA Expense	Payroll	-			
01-02-4825	SUTA Expense	Payroll	-			
01-02-4830	TMRS Expense	Payroll	7,675.43	6,829.93	8,761.53	28%
01-02-4840	Health Insurance	Payroll	5,100.00	5,404.70	7,204.98	33%
01-02-4850	Workman's Comp	Payroll	1,341.46	1,341.46	2,894.74	116%
01-01-4855	TX Unemployment	Payroll	-			
01-02-4860	HR - Onboarding	Personel	-			
01-02-4870	Training	Personel	1,200.00	500.00	350.00	-30%
01-02-4880	Travel & Meals	Personel	1,600.00	190.36	1,200.00	530%
EXPENSES			**79,855.98**	**85,013.00**	**103,578.16**	**22%**
01-02-9999	Transfer from Jury Fund	Transfer	-	-	(400.00)	
TRANSFERS			**-**	**-**	**(400.00)**	
	NET DEPARTMENT		**380,010.97**	**366,155.95**	**347,821.84**	**-5%**

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General Fund - Police Dept. 3 PD

GL No.	Account Name	Category	2021-2022 Budget	2021-2022 Budget Amended	2022-2023 Proposed Budget	%Diff
01-03-3940	Grant Proceeds	Contributions & Grant	-	27,125.00	10,400.00	-62%
01-03-3970	Reimbursements	Miscellaneous	-	65,168.30	-	-100%
REVENUES			**-**	**92,293.30**	**10,400.00**	-89%
01-03-4001	Insurance - Property	Insurance	3,283.40	3,217.73	3,378.62	5%
01-03-4002	Insurance - Fleet & Equipment	Insurance	7,880.02	7,789.21	8,178.67	5%
01-03-4005	Insurance - PD	Insurance	12,517.00	12,266.66	12,879.99	5%
01-03-4010	Grant Expense	Contributions & Grant	-	27,125.00	13,000.00	-52%
01-03-4040	Dues & Associations	Admin	620.00	285.00	630.00	121%
01-03-4041	Software Subscriptions	Admin	28,039.00	38,600.00	68,009.00	76%
01-03-4043	Office & Janitorial Supplies	Admin	3,000.00	3,420.00	3,500.00	2%
01-03-4044	Postage	Admin	100.00	486.00	100.00	-79%
01-03-4045	Printing	Admin	800.00	800.00	800.00	0%
01-03-4080	Capital Improvements	Capital	-	106,000.00	107,500.00	1%
01-03-4100	Contractual Services	Contractual Services	2,685.00	2,600.00	2,510.00	-3%
01-03-4170	Intergov't Contract - Dispatch Services	Contractual Services			120,000.00	
01-03-4204	Professional Services - Equipment Maint.	Professional Services	1,150.00	2,075.00	1,350.00	-35%
01-03-4208	Professional Services - IT	Professional Services	1,000.00	1,574.50	-	-100%
01-03-4300	Telephone & Internet Services	Utility	27,000.00	23,881.50	12,520.00	-48%
01-03-4310	Utility Services - Operations	Utility	3,900.00	3,900.00	3,900.00	0%
01-03-4400	Building Maintenance	Maintenance	1,000.00	1,870.92	1,000.00	-47%
01-03-4440	Equipment Maintenance	Maintenance	4,000.00	1,500.00	2,000.00	33%
01-03-4450	Fleet Maintenance	Maintenance	12,000.00	22,900.00	12,000.00	-48%
01-03-4461	Small Equipment	Materials & Supplies	1,000.00	500.00	15,000.00	2900%
01-03-4462	PD Equipment	Materials & Supplies	3,000.00	4,800.00	4,500.00	-6%
01-03-4463	PD Firing Range	Materials & Supplies	500.00	1,926.40	-	-100%
01-03-4464	PD Ammo	Materials & Supplies	2,500.00	1,900.00	3,000.00	58%
01-03-4471	Fuel	Materials & Supplies	35,000.00	40,000.00	50,000.00	25%
01-03-4480	Uniforms	Materials & Supplies	3,500.00	3,625.00	3,815.00	5%
01-03-4485	Uniform Maintenance	Materials & Supplies	6,600.00	6,600.00	6,600.00	0%
01-03-4500	Miscellaneous	Miscellaneous	600.00	600.00	-	-100%
01-03-4800	Payroll - Salaries	Payroll	898,171.28	923,453.09	808,367.00	-12%
01-03-4810	Payroll - Overtime	Payroll	35,400.00	47,000.00	25,000.00	-47%
01-03-4811	Payroll - Sick	Payroll	-			
01-03-4812	Payroll - Holiday	Payroll	-			
01-03-4813	Payroll - Vacation	Payroll	-			
01-03-4816	Payroll - Certificate & Longevity Pay	Payroll	18,748.00	14,874.00	15,352.00	3%
01-03-4817	Payroll - Taxes	Payroll	77,652.77	81,896.87	66,452.68	-19%
01-03-4820	FICA Expense	Payroll	-			
01-03-4825	SUTA Expense	Payroll	-			
01-03-4830	TMRS Expense	Payroll	142,197.27	147,609.81	131,401.14	-11%
01-03-4840	Health Insurance	Payroll	96,900.00	80,226.68	100,869.72	26%
01-03-4850	Workman's Comp	Payroll	25,487.80	25,487.80	20,263.16	-20%
01-03-4855	TX Unemployment	Payroll	-			
01-03-4860	HR - Onboarding	Personel	800.00	1,670.00	1,000.00	-40%
01-03-4870	Training	Personel	3,500.00	2,000.00	3,500.00	75%
01-03-4880	Travel & Meals	Personel	3,500.00	3,500.00	3,500.00	0%
EXPENSES			**1,464,031.54**	**1,647,961.18**	**1,631,876.98**	-1%
01-01-9999	Transfer from Seized Fund	Transfer	-	(7,525.00)	-	-100%
TRANSFERS			**-**	**(7,525.00)**	**-**	**-100%**
	NET DEPARTMENT		**(1,464,031.54)**	**(1,548,142.88)**	**(1,621,476.98)**	**5%**

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General Fund - Code Enforcement Dept. 4 CE

GL No.	Account Name	Category	2021-2022 Budget	2021-2022 Budget Amended	2022-2023 Proposed Budget	%Diff
01-04-3210	Licenses & Permits	Licenses & Permits	-	-	15,119.41	
REVENUES			**-**	**-**	**15,119.41**	
01-04-4002	Insurance - Fleet & Equipment	Insurance	-	-	803.12	
01-04-4041	Software Subscriptions	Admin	1,929.38	1,837.50	3,000.00	63%
01-04-4200	Professional Services	Professional Services	-	-	30,000.00	
01-04-4205	Professional Services - Inspections	Professional Services	-	-	5,000.00	
01-04-4207	Professional Services - Animal	Professional Services	-	-	1,500.00	
01-04-4461	Small Equipment	Materials & Supplies	200.00	550.00	400.00	-27%
01-06-4450	Fleet Maintenance	Maintenance	-	-	1,000.00	
01-04-4470	Materials & Supplies	Materials & Supplies	500.00	150.00	1,000.00	567%
01-04-4480	Uniforms	Materials & Supplies	150.00	-	200.00	
01-04-4800	Payroll - Salaries	Payroll	-	-	37,128.00	
01-04-4810	Payroll - Overtime	Payroll	-	-	229.00	
01-04-4811	Payroll - Sick	Payroll	-	-	-	
01-04-4812	Payroll - Holiday	Payroll	-	-	-	
01-04-4813	Payroll - Vacation	Payroll	-	-	-	
01-04-4816	Payroll - Certificate & Longevity Pay	Payroll	-	-	150.00	
01-04-4817	Payroll - Taxes	Payroll	-	-	2,978.85	
01-04-4820	FICA Expense	Payroll	-	-	-	
01-04-4825	SUTA Expense	Payroll	-	-	-	
01-04-4830	TMRS Expense	Payroll	-	-	5,890.26	
01-04-4840	Health Insurance	Payroll	-	-	7,204.98	
01-04-4850	Workman's Comp	Payroll	-	-	1,447.37	
01-04-4855	TX Unemployment	Payroll	-	-	-	
01-04-4870	Training	Personel	500.00	-	300.00	
01-04-4880	Travel & Meals	Personel	600.00	-	900.00	
EXPENSES			**3,879.38**	**2,537.50**	**99,131.58**	**3807%**
	NET DEPARTMENT		**(3,879.38)**	**(2,537.50)**	**(84,012.18)**	**3211%**

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General Fund - Fire Dept. 5 FD

GL No.	Account Name	Category	2021-2022 Budget	2021-2022 Budget Amended	2022-2023 Proposed Budget	%Diff
01-05-4001	Insurance - Property	Insurance	938.11	919.35	965.32	5%
01-05-4002	Insurance - Fleet & Equipment	Insurance	8,653.69	8,554.09	8,981.79	5%
01-05-4004	Insurance - Fire	Insurance	4,757.55	7,831.00	8,222.55	5%
01-05-4040	Dues & Subscriptions	Admin	1,575.00	1,575.00	1,825.00	16%
01-05-4100	Contractual Services	Contractual Services	41,500.00	38,735.69	50,000.00	29%
01-05-4200	Professional Services	Professional Services	1,500.00	1,560.00	1,560.00	0%
01-05-4205	Professional Services - Inspections	Professional Services	6,000.00	6,000.00	5,100.00	-15%
01-05-4300	Telephone & Internet Services	Utility	2,040.00	1,807.34	2,700.00	49%
01-05-4310	Utility Services - Operations	Utility	5,700.00	6,528.84	5,760.00	-12%
01-05-4400	Building Maintenance	Maintenance	2,000.00	2,000.00	6,000.00	200%
01-05-4410	Systems & Structures Maintenance	Maintenance	1,500.00	1,500.00	1,000.00	-33%
01-05-4440	Equipment Maintenance	Maintenance	2,000.00	2,000.00	2,000.00	0%
01-05-4450	Fleet Maintenance	Maintenance	5,100.00	6,249.58	5,100.00	-18%
01-05-4460	Fleet Equipment	Materials & Supplies	36,315.53	36,315.53	36,315.53	0%
01-05-4461	Small Equipment	Materials & Supplies	3,000.00	3,000.00	-	-100%
01-05-4462	FD Equipment	Materials & Supplies	10,000.00	10,000.00	14,900.00	49%
01-05-4470	Materials & Supplies	Materials & Supplies	1,000.00	1,000.00	-	-100%
01-05-4471	Fuel	Materials & Supplies	2,000.00	2,000.00	3,000.00	50%
01-05-4472	Chemicals	Materials & Supplies	3,500.00	3,500.00	3,500.00	0%
01-05-4480	Uniforms	Materials & Supplies	1,000.00	1,000.00	810.00	-19%
01-05-4800	Payroll - Salaries	Payroll	23,283.15	22,605.00	7,985.25	-65%
01-05-4816	Payroll - Certificate & Longevity Pay	Payroll	-	-		
01-05-4817	Payroll - Taxes	Payroll	2,083.44	800.05	636.74	-20%
01-05-4820	FICA Expense	Payroll	-	-	-	
01-05-4825	SUTA Expense	Payroll	-	-	-	
01-05-4830	TMRS Expense	Payroll	-	-	-	
01-05-4835	Fireman's Pension	Payroll	8,000.00	8,000.00	8,000.00	0%
01-05-4850	Workman's Comp	Payroll	1,341.46	1,341.46	1,447.37	8%
01-05-4855	TX Unemployment	Payroll	-	-	-	
01-05-4870	Training	Personel	5,000.00	5,000.00	5,000.00	0%
01-05-4880	Travel & Meals	Personel	-	-	-	
EXPENSES			**179,787.94**	**179,822.93**	**180,809.55**	1%
	NET DEPARTMENT		**(179,787.94)**	**(179,822.93)**	**(180,809.55)**	1%

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General Fund - Animal Contol Dept. 6 AC

GL No.	Account Name	Category	2021-2022 Budget	2021-2022 Budget Amended	2022-2023 Proposed Budget	%Diff
01-06-4002	Insurance - Fleet & Equipment	Insurance	773.67	764.88	-	-100%
01-06-4207	Professional Services - Animal	Professional Services	1,500.00	1,500.00	-	-100%
01-06-4450	Fleet Maintenance	Maintenance	1,000.00	1,000.00	-	-100%
01-06-4461	Small Equipment	Materials & Supplies	200.00	200.00	-	-100%
01-06-4470	Materials & Supplies	Materials & Supplies	500.00	250.00	-	-100%
01-06-4471	Fuel	Materials & Supplies	1,500.00	1,500.00	-	-100%
01-06-4480	Uniforms	Materials & Supplies	150.00	-	-	
01-06-4800	Payroll - Salaries	Payroll	27,989.65	34,758.68	-	-100%
01-06-4810	Payroll - Overtime	Payroll	-	400.00	-	-100%
01-06-4811	Payroll - Sick	Payroll	-		-	
01-06-4812	Payroll - Holiday	Payroll	-		-	
01-06-4813	Payroll - Vacation	Payroll	-		-	
01-06-4816	Payroll - Certificate & Longevity Pay	Payroll	330.00	-	-	
01-06-4817	Payroll - Taxes	Payroll	2,556.70	3,379.47	-	-100%
01-06-4820	FICA Expense	Payroll	-		-	
01-06-4825	SUTA Expense	Payroll	-		-	
01-06-4830	TMRS Expense	Payroll	4,476.50	4,681.08	-	-100%
01-06-4840	Health Insurance	Payroll	5,100.00	4,138.34	-	-100%
01-06-4850	Workman's Comp	Payroll	1,341.46	1,341.46	-	-100%
01-06-4855	TX Unemployment	Payroll	-		-	
01-06-4870	Training	Personel	500.00	200.00	-	-100%
01-06-4880	Travel & Meals	Personel	600.00	412.10	-	-100%
EXPENSES			**48,517.98**	**54,526.01**	**-**	-100%
	NET DEPARTMENT		**(48,517.98)**	**(54,526.01)**	**-**	-100%

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General Fund - Street Dept. 7 ST

GL No.	Account Name	Category	2021-2022 Budget	2021-2022 Budget Amended	2022-2023 Proposed Budget	%Diff
01-07-3200	Fines & Fees	Fines & Fees	34,680.00	34,897.50	34,500.00	-1%
REVENUES			**34,680.00**	**34,897.50**	**34,500.00**	**-1%**
01-07-4002	Insurance - Fleet & Equipment	Insurance	4,671.20	4,604.49	4,834.71	5%
01-07-4043	Office & Janitorial Supplies	Admin	500.00	350.00	700.00	100%
01-07-4100	Contractual Services	Contractual Services	250.00	250.00	250.00	0%
01-07-4102	Contractual Services - Lighting	Contractual Services	75,000.00	88,000.00	88,325.00	0%
01-07-4300	Telephone & Internet Services	Utility	2,280.00	1,272.70	-	-100%
01-07-4310	Utility Services - Operations	Utility	3,900.00	4,640.26	4,200.00	-9%
01-07-4400	Building Maintenance	Maintenance	1,200.00	-	4,200.00	
01-07-4420	Street Maintenance	Maintenance	71,139.00	71,139.00	140,000.00	97%
01-07-4440	Equipment Maintenance	Maintenance	8,600.00	7,900.00	10,450.00	32%
01-07-4450	Fleet Maintenance	Maintenance	7,000.00	8,625.00	7,200.00	-17%
01-07-4460	Fleet Equipment	Materials & Supplies	-	-	-	
01-07-4461	Small Equipment	Materials & Supplies	10,000.00	5,000.00	9,100.00	82%
01-07-4470	Materials & Supplies	Materials & Supplies	9,000.00	9,850.00	10,200.00	4%
01-07-4471	Fuel	Materials & Supplies	10,000.00	10,000.00	10,000.00	0%
01-07-4480	Uniforms	Materials & Supplies	2,000.00	2,000.00	2,425.00	21%
01-07-4800	Payroll - Salaries	Payroll	108,524.88	123,323.59	142,214.26	15%
01-07-4810	Payroll - Overtime	Payroll	600.00	3,891.14	1,791.00	-54%
01-07-4811	Payroll - Sick	Payroll	-			
01-07-4812	Payroll - Holiday	Payroll	-			
01-07-4813	Payroll - Vacation	Payroll	-			
01-07-4816	Payroll - Certificate & Longevity Pay	Payroll	2,652.00	1,840.00	2,142.00	16%
01-07-4817	Payroll - Taxes	Payroll	9,294.18	9,319.44	11,482.98	23%
01-07-4820	FICA Expense	Payroll	-			
01-07-4825	SUTA Expense	Payroll	-			
01-07-4830	TMRS Expense	Payroll	16,621.40	19,305.90	22,706.03	18%
01-07-4840	Health Insurance	Payroll	15,300.00	16,494.10	28,819.92	75%
01-07-4850	Workman's Comp	Payroll	4,024.39	4,024.39	4,342.11	8%
01-07-4855	TX Unemployment	Payroll	-			
01-07-4870	Training	Personel	950.00	-	150.00	
01-07-4880	Travel & Meals	Personel	-	-	-	
EXPENSES			**363,507.05**	**391,830.01**	**505,533.01**	**29%**
01-07-9999	Transfer to Road Maintenance Fund	Transfer	13,541.00	16,188.97	-	-100%
TRANSFERS			**13,541.00**	**16,188.97**	**-**	**-100%**
	NET DEPARTMENT		**(342,368.05)**	**(373,121.48)**	**(471,033.01)**	**26%**

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Utility Fund - Wastewater Dept. 8 WW

GL No.	Account Name	Category	2021-2022 Budget	2021-2022 Budget Amended	2022-2023 Proposed Budget	%Diff
02-08-3110	Utility - Sewer	Charges for Service	767,140.00	767,140.00	1,154,201.00	50%
02-08-3970	Reimbursments	Miscellaneous	-	482.40	-	-100%
REVENUES			**767,140.00**	**767,622.40**	**1,154,201.00**	**50%**
02-08-4001	Insurance - Property	Insurance	9,381.14	9,193.52	9,653.20	5%
02-08-4002	Insurance - Fleet & Equipment	Insurance	1,690.66	1,670.21	1,753.72	5%
02-08-4043	Office & Janitorial Supplies	Admin	1,575.00	1,500.00	800.00	-47%
02-08-4080	Capital Improvments	Capital	-	-	26,000.00	
02-08-4100	Contractual Services	Contractual Services	2,020.00	2,000.00	2,220.00	11%
02-08-4200	Professional Services	Professional Services	22,000.00	-		
02-08-4205	Professional Services - Inspections	Professional Services	16,000.00	14,420.00	15,510.00	8%
02-08-4206	Professional Services - Systems Maint.	Professional Services	111,000.00	96,895.00	118,300.00	22%
02-08-4207	Professional Services - IT	Professional Services	-	120.00	-	-100%
02-08-4300	Telephone & Internet Services	Utility	6,000.00	3,558.86	600.00	-83%
02-08-4310	Utility Services - Operations	Utility	75,600.00	70,749.06	75,600.00	7%
02-08-4400	Building Maintenance	Maintenance	6,500.00	18,500.00	2,000.00	-89%
02-08-4440	Equipment Maintenance	Maintenance	1,200.00	5,500.00	2,700.00	-51%
02-08-4450	Fleet Maintenance	Maintenance	6,600.00	6,600.00	5,800.00	-12%
02-08-4460	Fleet Equipment	Materials & Supplies	-	-		
02-08-4461	Small Equipment	Materials & Supplies	2,000.00	2,200.00	3,240.00	47%
02-08-4470	Materials & Supplies	Materials & Supplies	10,000.00	8,975.00	10,000.00	11%
02-08-4471	Fuel	Materials & Supplies	9,000.00	10,400.00	15,000.00	44%
02-08-4472	Chemicals	Materials & Supplies	50,000.00	50,000.00	65,200.00	30%
02-08-4480	Uniforms	Materials & Supplies	2,500.00	4,055.00	3,350.00	-17%
02-08-4800	Payroll - Salaries	Payroll	111,063.30	121,354.40	124,562.76	3%
02-08-4810	Payroll - Overtime	Payroll	15,000.00	7,387.69	9,243.00	25%
02-08-4811	Payroll - Sick	Payroll	-			
02-08-4812	Payroll - Holiday	Payroll	-			
02-08-4813	Payroll - Vacation	Payroll	-			
02-08-4816	Payroll - Certificate & Longevity Pay	Payroll	3,118.00	1,904.00	3,662.00	92%
02-08-4817	Payroll - Taxes	Payroll	10,606.91	10,999.37	10,669.67	-3%
02-08-4820	FICA Expense	Payroll	-			
02-08-4825	SUTA Expense	Payroll	-			
02-08-4830	TMRS Expense	Payroll	19,201.38	19,243.08	21,097.82	10%
02-08-4840	Health Insurance	Payroll	15,300.00	16,815.76	21,614.94	29%
02-08-4850	Workman's Comp	Payroll	4,024.39	4,024.39	4,342.11	8%
02-08-4855	TX - Unemployment	Payroll	-			
02-08-4860	HR - Onboarding	Payroll	400.00	400.00	-	-100%
02-08-4870	Training	Personel	2,100.00	2,100.00	1,650.00	-21%
02-08-4880	Travel & Meals	Personel	3,100.00	2,100.00	1,000.00	-52%
EXPENSES			**516,980.78**	**492,665.33**	**555,569.22**	**13%**
	NET DEPARTMENT		**250,159.22**	**274,957.07**	**598,631.78**	**118%**

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Utility Fund - Utility Dept. 9 UT

GL No.	Account Name	Category	2021-2022 Budget	2021-2022 Budget Amended	2022-2023 Proposed Budget	%Diff
02-09-3100	Utility - Water	Charges for Service	1,202,233.00	1,202,233.00	1,434,916.00	19%
02-09-3120	Utility - Garbage	Charges for Service	720,000.00	720,000.00	720,000.00	0%
02-09-3130	Penalties & Interest	Fines & Fees	21,750.00	28,462.50	25,000.00	-12%
02-09-3300	Credit Card Fees	Fines & Fees	1,000.00	1,480.91	1,000.00	-32%
02-09-3800	Interest Income	Interest	400.00	336.44	300.00	-11%
02-09-3950	Miscellaneous	Miscellaneous	-	2,977.57	-	-100%
REVENUES			**1,945,383.00**	**1,955,490.42**	**2,181,216.00**	**12%**
02-09-4001	Insurance - Property	Insurance	10,319.26	10,112.87	10,618.51	5%
02-09-4002	Insurance - Fleet & Equipment	Insurance	4,154.99	4,105.29	4,310.55	5%
02-09-4020	Note Payables Expense	Notes	32,997.45	32,997.45	-	-100%
02-09-4025	Interest Expense	Interest	1,440.33	1,440.33	-	-100%
02-09-4030	Bank Fees	Fines & Fees	6,600.00	8,755.97	9,360.00	7%
02-09-4041	Software Subscriptions	Admin	39,000.00	41,213.34	59,322.00	44%
02-09-4043	Office & Janitorial Supplies	Admin	1,500.00	1,000.00	800.00	-20%
02-09-4044	Postage	Admin	-	-	-	
02-09-4080	Capital Improvments	Capital	50,000.00	68,336.48	-	-100%
02-09-4100	Contractual Services	Contractual Services		16,412.38	520.00	-97%
02-09-4101	Contractual Services - Garbage	Contractual Services	672,000.00	672,000.00	700,000.00	4%
02-09-4130	Intergov't Contracts - Utility Purchase	Intergov't Contracts	40,000.00	20,000.00	15,000.00	-25%
02-09-4200	Professional Services	Professional Services	22,000.00	5,587.62	-	-100%
02-09-4200	Professional Services - Engineer	Professional Services	-	(6,750.00)	-	-100%
02-09-4204	Professional Services - Equipment Maint.	Professional Services	6,000.00	7,250.00	3,900.00	-46%
02-09-4205	Professional Services - Inspections	Professional Services	4,000.00	3,618.65	3,800.00	5%
02-09-4206	Professional Services - Systems Maint.	Professional Services	8,400.00	16,313.72	45,600.00	180%
02-09-4207	Professional Services - IT	Professional Services	500.00	200.00	-	-100%
02-09-4300	Telephone & Internet Services	Utility	5,100.00	6,244.32	8,460.00	35%
02-09-4310	Utility Services - Operations	Utility	65,520.00	64,097.95	65,520.00	2%
02-09-4400	Building Maintenance	Maintenance	8,000.00	8,000.00	11,300.00	41%
02-09-4410	Systems & Structures Maintenance	Maintenance	155,000.00	155,000.00	134,000.00	-14%
02-09-4411	Sanitary Sewer Overflow (SSO)	Maintenance			100,000.00	
02-09-4440	Equipment Maintenance	Maintenance	1,000.00	1,566.99	9,800.00	525%
02-09-4450	Fleet Maintenance	Maintenance	8,000.00	4,000.00	7,400.00	85%
02-09-4461	Small Equipment	Materials & Supplies	15,000.00	12,000.00	16,000.00	33%
02-09-4470	Materials & Supplies	Materials & Supplies	10,000.00	4,000.00	4,800.00	20%
02-09-4471	Fuel	Materials & Supplies	13,000.00	17,000.00	20,000.00	18%
02-09-4472	Chemicals	Materials & Supplies	42,000.00	42,500.00	49,800.00	17%
02-09-4480	Uniforms	Materials & Supplies	2,750.00	5,000.00	3,650.00	-27%
02-09-4800	Payroll - Salaries	Payroll	222,912.31	218,142.10	244,133.40	12%
02-09-4810	Payroll - Overtime	Payroll	14,700.00	6,299.80	11,937.00	89%
02-09-4811	Payroll - Sick	Payroll	-			
02-09-4812	Payroll - Holiday	Payroll	-			
02-09-4813	Payroll - Vacation	Payroll	-			
02-09-4816	Payroll - Certificate & Longevity Pay	Payroll	3,486.00	3,938.00	4,382.00	11%
02-09-4817	Payroll - Taxes	Payroll	20,088.95	20,922.09	20,419.05	-2%
02-09-4820	FICA Expense	Payroll	-			
02-09-4825	SUTA Expense	Payroll	-			
02-09-4830	TMRS Expense	Payroll	36,192.01	34,815.73	40,375.90	16%
02-09-4840	Health Insurance & Expense	Payroll	30,600.00	28,630.42	43,229.88	51%
02-09-4850	Workman's Comp	Payroll	8,048.78	8,048.78	8,684.21	8%
02-09-4855	TX- Unemployment	Payroll	-			
02-09-4870	Training	Personel	2,100.00	2,100.00	2,350.00	12%
02-09-4880	Travel & Meals	Personel	3,100.00	600.00	100.00	-83%
EXPENSES			**1,565,510.09**	**1,545,500.29**	**1,659,572.51**	**7%**
02-09-9999	Transfer to General Fund	Transfer	297,725.00	377,725.00	705,000.00	87%
02-09-9999	Transfer to Debt Service Fund	Transfer	355,250.00	345,234.52	411,149.50	19%
02-09-9999	Transfer from Fund Balance	Transfer		(18,336.48)	-	-100%
02-09-9999	Transfer from Equipment Fund	Transfer	(23,000.00)	(23,000.00)	-	-100%
TRANSFERS			**629,975.00**	**681,623.04**	**1,116,149.50**	**64%**
	NET DEPARTMENT		**(250,102.09)**	**(271,632.91)**	**(594,506.01)**	**119%**

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General Fund - Parks Dept. 10 PR

GL No.	Account Name	Category	2021-2022 Budget	2021-2022 Budget Amended	2022-2023 Proposed Budget	%Diff
01-10-4001	Insurance - Property	Insurance	7,504.91	7,354.82	7,722.56	5%
01-10-4002	Insurance - Fleet & Equipment	Insurance	2,693.90	2,653.38	2,786.05	5%
01-10-4043	Office & Janitorial Supplies	Admin	750.00	1,200.00	1,200.00	0%
01-10-4080	Capital Improvements	Capital		-	20,000.00	
01-10-4200	Professional Services	Professional Services	14,000.00	-	-	
01-10-4300	Telephone & Internet Services	Utility	13,140.00	4,636.35	12,000.00	159%
01-10-4310	Utility Services - Operations	Utility	12,000.00	13,721.88	13,200.00	-4%
01-10-4400	Building Maintenance	Maintenance	3,500.00	5,016.80	3,000.00	-40%
01-10-4410	Systems & Structures Maintenance	Maintenance	2,500.00	2,500.00	3,500.00	40%
01-10-4430	Ground Repairs & Maint	Maintenance	4,500.00	4,500.00	4,200.00	-7%
01-10-4440	Equipment Maintenance	Maintenance	2,000.00	2,000.00	2,800.00	40%
01-10-4450	Fleet Maintenance	Maintenance	3,500.00	3,500.00	3,200.00	-9%
01-10-4460	Fleet Equipment	Materials & Supplies	-	-	-	
01-10-4461	Small Equipment	Materials & Supplies	5,600.00	4,600.00	3,180.00	-31%
01-10-4470	Materials & Supplies	Materials & Supplies	3,750.00	3,750.00	3,250.00	-13%
01-10-4471	Fuel	Materials & Supplies	5,400.00	5,400.00	7,000.00	30%
01-10-4472	Chemicals	Materials & Supplies	3,500.00	3,954.89	5,500.00	39%
01-10-4480	Uniforms	Materials & Supplies	2,000.00	1,800.00	2,425.00	35%
01-10-4800	Payroll - Salaries	Payroll	49,510.86	71,998.32	87,469.20	21%
01-10-4810	Payroll - Overtime	Payroll	800.00	268.27	801.00	199%
01-10-4811	Payroll - Sick	Payroll	-			
01-10-4812	Payroll - Holiday	Payroll	-			
01-10-4813	Payroll - Vacation	Payroll	-			
01-10-4816	Payroll - Certificate & Longevity Pay	Payroll	1,384.00	1,084.00	1,180.00	9%
01-10-4817	Payroll - Taxes	Payroll	4,457.09	6,156.60	7,038.67	14%
01-10-4820	FICA Expense	Payroll	-			
01-10-4825	SUTA Expense	Payroll	-			
01-10-4830	TMRS Expense	Payroll	7,663.12	11,118.22	13,918.00	25%
01-10-4840	Health Insurance	Payroll	10,200.00	12,242.94	21,614.94	77%
01-10-4850	Workman's Comp	Payroll	2,682.93	2,682.93	4,342.11	62%
01-10-4855	TX Unemployment	Payroll	-			
01-10-4870	Training	Personel	150.00	50.00	150.00	200%
01-10-4880	Travel & Meals	Personel	-	-	-	
EXPENSES			**163,186.82**	**172,189.40**	**231,477.52**	34%
	NET DEPARTMENT		**(163,186.82)**	**(172,189.40)**	**(231,477.52)**	34%

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Recreation Fund - Civic Center Dept. 11 CC

GL No.	Account Name	Category	2021-2022 Budget	2021-2022 Budget Amended	2022-2023 Proposed Budget	%Diff
03-11-3300	Credit Card Fees	Fines & Fees	-	24.00	-	-100%
03-11-3900	Rental Fees	Rentals & Leases	20,138.29	27,950.00	28,000.00	0%
REVENUES			**20,138.29**	**27,974.00**	**28,000.00**	**0%**
03-11-4001	Insurance - Property	Insurance	469.06	459.68	482.66	5%
03-11-4002	Insurance - Fleet & Equipment	Insurance	143.32	140.45	147.47	5%
03-11-4040	Dues & Associations	Admin	225.00	125.00	125.00	0%
03-11-4042	Advertizing / Promotions	Admin	1,700.00	575.00	375.00	-35%
03-11-4043	Office & Janitorial Supplies	Admin	2,500.00	2,000.00	2,810.00	41%
03-11-4100	Contractual Services	Admin	2,560.00	5,060.00	4,550.00	-10%
03-11-4200	Professional Services	Professional Services	15,000.00	-		
03-11-4208	Professional Services - IT	Professional Services	250.00	-		
03-11-4300	Telephone & Internet Services	Utility	4,632.00	3,976.24	3,312.00	-17%
03-11-4310	Utility Services - Operations	Utility	18,960.00	18,960.00	19,080.00	1%
03-11-4320	Security Services	Utility	720.00	825.00	855.40	4%
03-11-4400	Building Maintenance	Maintenance	2,500.00	2,500.00	2,500.00	0%
03-11-4430	Grounds Maintenance	Maintenance	2,000.00	1,000.00	1,000.00	0%
03-11-4440	Equipment Maintenance	Maintenance	500.00	-	-	
03-11-4450	Fleet Maintenance	Maintenance	500.00	-	1,100.00	
03-11-4461	Small Equipment	Materials & Supplies	500.00	300.00	300.00	0%
03-11-4471	Fuel	Materials & Supplies			100.00	
03-11-4800	Payroll - Salaries	Payroll	25,044.66	26,751.02	26,339.04	-2%
03-11-4810	Payroll - Overtime	Payroll	300.00	1,033.07	399.00	-61%
03-11-4816	Payroll - Certificate & Longevity Pay	Payroll	838.00	838.00	886.00	6%
03-11-4817	Payroll - Taxes	Payroll	2,243.21	2,418.72	2,132.09	-12%
03-11-4830	TMRS Expense	Payroll	3,860.38	4,270.29	4,215.92	-1%
03-11-4840	Health Insurance	Payroll	5,100.00	5,002.58	7,204.98	44%
03-11-4850	Workman's Comp	Payroll	1,341.46	1,341.46	1,447.37	8%
03-11-4860	HR - Onboarding	Personel	-	-		
03-11-4870	Training	Personel	-	-		
03-11-4880	Travel & Meals	Personel	-	-		
EXPENSES			**91,887.09**	**77,576.52**	**79,361.94**	**2%**
03-11-9999	Transfers from Hotel/Motel Fund	Transfer	(16,000.00)	(20,000.00)	(66,000.00)	230%
03-11-9999	Transfer from Endowment Fund	Transfer	-	(1,461.20)	(1,000.00)	-32%
03-11-9999	Transfer from Restricted Fund	Transfer	-	(37,228.19)	-	-100%
03-11-9999	Transfer from General Fund	Transfer	(70,780.00)	(6,500.00)	(15,200.00)	134%
03-11-9999	Transfer from General Fund Balance	Transfer				
TRANSFERS			**(86,780.00)**	**(65,189.39)**	**(82,200.00)**	**26%**
	NET DEPARTMENT		**15,031.20**	**15,586.87**	**30,838.06**	**98%**

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Recreation Fund - Recreation Dept. 12 RE

GL No.	Account Name	Category	2021-2022 Budget	2021-2022 Budget Amended	2022-2023 Proposed Budget	%Diff
03-12-3910	Lease Fees	Rentals and Leases	30,001.00	30,001.00	30,100.00	0.33%
03-12-3950	Miscellaneous	Miscellaneous	-	-	-	
REVENUES			**30,001.00**	**30,001.00**	**30,100.00**	0.33%
03-12-4200	Professional Services	Professional Services	-	-	-	
03-12-4310	Utility Services - Operations	Utility	30,000.00	30,000.00	30,000.00	0%
03-12-4400	Building Maintenance	Maintenance	1,000.00	1,000.00	-	-100%
03-12-4410	Systems & Structures Maintenance	Maintenance	14,000.00	14,000.00	30,200.00	116%
03-12-4430	Grounds Maintenance	Maintenance	-	-	-	
03-12-4440	Equipment Maintenance	Maintenance	-	-	-	
03-12-4461	Small Equipment	Materials & Supplies	-	-	-	
03-12-4470	Materials & Supplies	Materials & Supplies	-	-	-	
EXPENSES			**45,000.00**	**45,000.00**	**60,200.00**	34%
	NET DEPARTMENT		**(14,999.00)**	**(14,999.00)**	**(30,100.00)**	101%

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RESTRICTED FUNDS

Equipment Fund

No Revenues or Expenses

Restricted Fund

GL No.	Account Name	Category	2021-2022 Budget	2021-2022 Budget Amended	2022-2023 Proposed Budget	%Diff
05-10-3940	Grant Proceeds	Contributions & Grants	51,900.00	51,900.00	-	-100%
05-11-3940	Grant Proceeds	Contributions & Grants	50,000.00	50,000.00	-	-100%
05-12-3940	Grant Proceeds	Contributions & Grants	10,000.00	10,000.00	-	-100%
05-03-3950	Miscellaneous	Miscellaneous	2,400.00	-	1,200.00	
05-03-3960	Donations	Donations	-	900.00	-	-100%
05-01-3950	Employee Appreciation Fund	Miscellaneous	-	366.40	-	-100%
REVENUES			**114,300.00**	**113,166.40**	**1,200.00**	-99%
05-01-4216	Keeler	Grant Expense	-	-	-	
05-10-4217	Keeler - Parks	Grant Expense	51,900.00	51,900.00	-	-100%
05-11-4213	Keeler - Civic Center	Grant Expense	50,000.00	12,272.70	50,000.00	307%
05-12-4215	Keeler - Recreation	Grant Expense	10,000.00	10,000.00	10,000.00	0%
05-03-4211	PD Project - Calendar	Project Expense	1,000.00	1,399.11	-	-100%
05-03-4212	PD Project - LEOSE	Project Expense	1,400.00	-	1,200.00	
05-10-4500	Miscellaneous	Miscellaneous	-	366.40	-	-100%
EXPENSES			**114,300.00**	**75,938.21**	**61,200.00**	-19%
05-11-9999	Transfer to Recreation Fund for Civic Center	Transfer	-	37,228.19	-	-100%
TRANSFERS			**-**	**37,228.19**	**-**	-100%
	NET FUND		**-**	**-**	**(60,000.00)**	

Hotel/Motel Tax Fund

GL No.	Account Name	Category	2021-2022 Budget	2021-2022 Budget Amended	2022-2023 Proposed Budget	%Diff
06-01-3400	Hotel/ Motel Tax	Hotel Motel Tax	20,000.00	20,000.00	20,000.00	0%
REVENUES			**20,000.00**	**20,000.00**	**20,000.00**	0%
06-01-4042	Advertising & Promotions	Administrative	4,000.00	-	4,000.00	
EXPENSES			**4,000.00**	**-**	**4,000.00**	
06-01-9999	Transfer to Recreation Fund	Transfer	16,000.00	20,000.00	16,000.00	-20%
06-01-9999	Transfer to Recreation Fund from Fund Balance	Transfer	-	-	50,000.00	
06-01-9999	Transfer to General Fund	Transfer	-	14,240.00	-	-100%
TRANSFERS			**16,000.00**	**34,240.00**	**66,000.00**	93%
	NET FUND		**-**	**(14,240.00)**	**(50,000.00)**	251%

Seized Fund

GL No.	Account Name	Category	2021-2022 Budget	2021-2022 Budget Amended	2022-2023 Proposed Budget	%Diff
07-03-3220	Seized Monry	Seized Funds	-	-	-	
07-03-3800	Interest Income	Interest	-	2.77	-	-100%
REVENUES			**-**	**2.77**	**-**	-100%
07-03-4470	Materials & Supplies	Materials & Supplies	-	-	-	
EXPENSES			**-**	**-**	**-**	
07-03-9999	Transfer to General Fund, PD	Transfer	-	7,525.00	-	-100%
TRANSFERS			**-**	**7,525.00**	**-**	-100%
	NET FUND		**-**	**(7,522.23)**	**-**	-100%

MC Security Fund

GL No.	Account Name	Category	2021-2022 Budget	2021-2022 Budget Amended	2022-2023 Proposed Budget	%Diff
09-02-3200	Fines & Fees	Fines & Fees	5,000.00	6,945.01	7,000.00	1%
09-02-3940	Grant Proceeds	Contributions & Grants		10,800.00	-	-100%
REVENUES			**5,000.00**	**17,745.01**	**7,000.00**	-61%
09-02-4010	Grant Expense	Grant Expense	-	5,600.00	-	-100%
09-02-4320	Security Services	Utility	8,500.00	24,693.37	-	-100%
EXPENSES			**8,500.00**	**30,293.37**	**-**	-100%
09-02-9999	Transfer to General Fund for PD		5,000.00	20,345.64	**7,000.00**	-66%
TRANSFERS			**5,000.00**	**20,345.64**	**7,000.00**	-66%
	NET FUND		**(8,500.00)**	**(32,894.00)**	**-**	-100%

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RESTRICTED FUNDS

MC Tech Fund

GL No.	Account Name	Category	2021-2022 Budget	2021-2022 Budget Amended	2022-2023 Proposed Budget	%Diff
10-02-3200	Fines & Fees	Fines & Fees	6,000.00	6,000.00	7,000.00	17%
REVENUES			**6,000.00**	**6,000.00**	**7,000.00**	17%
10-02-4300	Telephone & Internet Service	Utility	5,471.00	4,645.59	5,070.00	9%
10-02-4461	Small Equipment	Materials & Supplies	-	3,055.00	-	-100%
EXPENSES			**5,471.00**	**7,700.59**	**5,070.00**	-34%
10-02-9999	Transfer to General Fund	Transfer	-	23,320.00	-	-100%
TRANSFERS			**-**	**23,320.00**	-	-100%
	NET FUND		**529.00**	**(21,965.59)**	**1,930.00**	-109%

PEG Fund

GL No.	Account Name	Category	2021-2022 Budget	2021-2022 Budget Amended	2022-2023 Proposed Budget	%Diff
11-01-3500	Franchise Tax	Franchise Tax	3,500.00	3,500.00	4,000.00	14%
REVENUES			**3,500.00**	**3,500.00**	**4,000.00**	14%
11-01-4500	Materials & Supplies	Materials & Supplies	-	-	-	
EXPENSES			**-**	**-**	**-**	
	NET FUND		**3,500.00**	**3,500.00**	**4,000.00**	14%

Red Light Fund

GL No.	Account Name	Category	2021-2022 Budget	2021-2022 Budget Amended	2022-2023 Proposed Budget	%Diff
12-01-3800	Interest Income	Interest	-	46.84		-100%
REVENUES			**-**	**46.84**	**-**	-100%
12-01-4500	Miscellaneous	Miscellaneous	-	-	-	
EXPENSES			**-**	**-**	**-**	
12-01-9999	Transfer to General Fund	Transfer	-	25,000.00	25,000.00	0%
TRANSFERS			**-**	**25,000.00**	**25,000.00**	0%
	NET FUND		**-**	**(24,953.16)**	**(25,000.00)**	0%

Debt Service Fund

GL No.	Account Name	Category	2021-2022 Budget	2021-2022 Budget Amended	2022-2023 Proposed Budget	%Diff
13-01-3600	Property Tax - Current	Property Tax	139,768.76	131,095.87	145,318.75	11%
13-01-3610	Property Tax - Delinquent	Property Tax	-	1,749.33	-	-100%
13-01-3620	Property Tax - Penalties & Interest	Property Tax	-	1,517.30	-	-100%
REVENUES			**139,768.76**	**134,362.50**	**145,318.75**	8%
13-01-4015	Bond Expense	Bond Expense	85,000.00	85,000.00	95,000.00	12%
13-01-4016	Bond Interest Expense	Bond Expense	54,518.76	54,518.76	50,018.75	-8%
13-01-4030	Bank Fees	Fines & Fees	250.00	300.00	600.00	100%
13-07-4020	Note Payable Expense	Note Expense	22,978.00	22,978.00	22,978.00	0%
13-09-4020	Note Payable Expense	Note Expense	-	-	-	
13-09-4015	Bond Expense	Bond Expense	190,000.00	190,000.00	305,000.00	61%
13-09-4016	Bond Interest Expense	Bond Expense	165,250.00	155,034.52	155,249.50	0%
13-09-4030	Bank Fees	Fines & Fees	-	150.00	900.00	500%
EXPENSES			**517,996.76**	**507,981.28**	**629,746.25**	24%
13-01-9999	Transfer from Utility Fund	Transfer	(355,250.00)	(345,234.52)	(411,149.50)	19%
13-01-9999	Transfer from General Fund	Transfer	(22,978.00)	(28,384.26)	(23,278.00)	-18%
TRANSFERS			**(378,228.00)**	**(373,618.78)**	**(434,427.50)**	16%
	NET FUND		**-**	**-**	**(50,000.00)**	

Endowment Fund

GL No.	Account Name	Category	2021-2022 Budget	2021-2022 Budget Amended	2022-2023 Proposed Budget	%Diff
14-01-3800	Interest Income	Interest	5,316.80	5,266.51	5,100.00	-3%
14-01-3800	Interest Income	Interest	1,000.00	730.60	700.00	-4%
14-01-3800	Interest Income	Interest	-	292.24	250.00	-14%
14-01-3800	Interest Income	Interest	-	-	1,000.00	

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RESTRICTED FUNDS

14-01-3800	Interest Income	Interest	-	1,461.20	1,000.00	-32%
REVENUES			**6,316.80**	**7,750.55**	**8,050.00**	4%
14-01-4500	Miscellaneous	Repairs & Maintenance	-	-		
EXPENSES			**-**	**-**	**-**	
14-01-9999	Transfer to General Fund	Transfer	**-**	-	5,100.00	
14-01-9999	Transfer to General Fund	Transfer	**-**		700.00	
14-01-9999	Transfer to General Fund	Transfer	6,316.80	6,289.35	250.00	-96%
14-01-9999	Transfer to General Fund	Transfer	-		1,000.00	
14-01-9999	Transfer to Recreation Fund	Transfer	**-**	1,461.20	1,000.00	-32%
TRANSFERS			**6,316.80**	**7,750.55**	**8,050.00**	4%
	NET FUND		**-**	**-**	**-**	

Road Maintenance Fund

No Revenues or Expenses

MC Local Truency Prevention & Diversion Fund

GL No.	Account Name	Category	2021-2022 Budget	2021-2022 Budget Amended	2022-2023 Proposed Budget	%Diff
16-02-3200	Fines & Fees	Fines & Fees	7,000.00	7,000.00	8,000.00	14%
REVENUES			**7,000.00**	**7,000.00**	**8,000.00**	14%
16-02-4100	Contractual Services	Contractual Services	6,000.00	-	-	
EXPENSES			**6,000.00**	**-**	**-**	
	NET FUND		**1,000.00**	**7,000.00**	**8,000.00**	14%

MC Municipal Jury Fund

GL No.	Account Name	Category	2021-2022 Budget	2021-2022 Budget Amended	2022-2023 Proposed Budget	%Diff
17-02-3200	Fines & Fees	Fines & Fees	120.00	120.00	150.00	25%
REVENUES			**120.00**	**120.00**	**150.00**	25%
17-02-4500	Miscellaneous	Miscellaneous	-	-		
EXPENSES			**-**	**-**	**-**	
17-02-9999	Transfer to General Fund for Municipal Court	Transfer	-	-	400.00	
TRANSFERS			**-**	**-**	**400.00**	
	NET FUND		**120.00**	**120.00**	**(250.00)**	-308%

Keep Diboll Beautiful Fund

GL No.	Account Name	Category	2021-2022 Budget	2021-2022 Budget Amended	2022-2023 Proposed Budget	%Diff
18-01-3940	Grant Proceeds	Contributions & Grants	15,952.61	12,575.19	-	-100%
18-01-3940	Donantions	Donations	-	15,000.00		-100%
REVENUES			**15,952.61**	**27,575.19**	**-**	-100%
18-01-4210	KDB Expense	Project Expense	15,952.61	27,575.19	34,841.38	26%
EXPENSES			**15,952.61**	**27,575.19**	**34,841.38**	26%
18-01-9999	Transfer from Fund Balance	Transfer	-	-	-	
TRANSFERS			**-**	**-**	**-**	
	NET FUND		**-**	**-**	**(34,841.38)**	

Restricted Projects Fund

GL No.	Account Name	Category	2021-2022 Budget	2021-2022 Budget Amended	2022-2023 Proposed Budget	%Diff
50-01-9999	Transfer from General Fund PY Fund Balance	Transfer	(65,000.00)	(42,600.00)	(153,438.29)	260%
50-09-9999	Transfer from Utility Fund PY Fund Balance	Transfer	(350,000.00)	(250,000.00)	70,429.16	-128%
TRANSFERS			**(415,000.00)**	**(292,600.00)**	**(83,009.14)**	-72%
	NET FUND		**415,000.00**	**292,600.00**	**83,009.14**	-72%

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CITY OF DIBOLL
Historical Revenue
2022-2023 Budget Analysis

	Fundview #	2022-2023 Proposed	8 Yr Average w/ Estimation	7 Yr Average	2020-2021 Budgeted	2021-2022 Budgeted	2022 Estimates - Mid Year Budget Amend No. 5	2021	2020	2019	2018	2017	2016	2015
General Fund														
Licenses & Permits	01-01-3210	$ 15,119.41	$ 15,119.41	$ 15,136.46	$ 15,000.00	$ 13,322.89	$ 15,000.00	$ 28,635.30	$ 24,580.90	$ 12,387.00	$ 18,153.90	$ 6,957.15	$ 6,574.50	$ 8,666.50
Franchise Tax	01-01-3500	$ 399,969.77	$ 433,981.86	$ 438,836.41	$ 390,000.00	$ 400,000.00	$ 400,000.00	$ 399,969.77	$ 415,048.35	$ 415,209.41	$ 430,017.31	$ 408,543.34	$ 463,338.51	$ 539,728.20
Payment in Lieu of Tax	01-01-3550	$ 75,754.05	$ 71,155.21	$ 70,498.24	$ 73,114.00	$ 78,031.46	$ 75,754.05	$ 78,031.46	$ 73,113.76	$ 71,479.82	$ 70,994.80	$ 68,779.22	$ 66,058.98	$ 65,029.61
Property Tax - Current	01-01-3600	$1,195,839.27	$ 1,019,497.30	$ 998,616.72	$ 1,084,038.00	$ 1,142,559.51	$ 1,165,661.31	$1,099,853.99	$1,065,673.59	$1,028,796.82	$ 984,356.56	$ 979,249.25	$ 959,249.49	$ 873,137.36
Property Tax - Delinquent	01-01-3610	$ 11,000.00	$ 18,592.43	$ 19,923.97	$ 11,000.00	$ 11,000.00	$ 9,271.61	$ 12,417.71	$ 22,015.94	$ 29,667.40	$ 10,846.39	$ 12,256.89	$ 39,993.84	$ 12,269.63
Property Tax Penalties & Interes	01-01-3620	$ 11,000.00	$ 13,497.58	$ 14,324.38	$ 11,000.00	$ 11,000.00	$ 7,709.99	$ 17,664.07	$ 15,686.77	$ 19,742.30	$ 10,754.39	$ 11,169.16	$ 14,936.64	$ 10,317.34
Sales Tax	01-01-3700	$ 616,909.05	$ 606,775.68	$ 603,529.49	$ 491,969.90	$ 629,499.03	$ 629,499.03	$ 657,642.25	$ 574,027.87	$ 683,770.37	$ 654,056.09	$ 495,479.40	$ 544,745.97	$ 614,984.46
Cemetary Plots	01-01-3930	$ 5,000.00	$ 10,931.25	$ 11,635.71	$ 5,000.00	$ 5,000.00	$ 6,000.00	$ 27,000.00	$ 12,600.00	$ 10,000.00	$ 6,000.00	$ 14,350.00	$ 8,500.00	$ 3,000.00
Fines & Fees	01-02-3200	$ 450,000.00	$ 462,331.79	$ 464,093.47	$ 400,000.00	$ 459,866.94	$ 450,000.00	$ 417,052.58	$ 374,787.37	$ 690,741.26	$ 424,917.02	$ 463,538.15	$ 418,096.14	$ 459,521.78
Time Payment	01-02-3201	$ 1,000.00			$ 964.75	$ -	$ 1,168.95	$ 1,622.23	$ 435.00	$ -	$ -	$ -	$ -	$ -
Fines & Fees	01-07-3200	$ 34,500.00				$ 34,680.00	$ 34,897.50	$ 32,580.28						
General Fund Totals		**$2,816,091.54**	**$ 2,651,882.50**	**$2,636,594.86**	**$ 2,482,086.65**	**$ 2,784,959.83**	**$ 2,794,962.44**	**$2,772,469.64**	**$2,577,969.55**	**$2,961,794.38**	**$2,610,096.46**	**$2,460,322.56**	**$2,521,494.07**	**$2,586,654.88**
Utility Fund														
Utility - Sewer	02-08-3110	$1,151,204.00	$ 891,494.25	$ 909,259.14	$ 715,555.00	$ 767,140.00	$ 767,140.00	$ 712,611.69	$ 796,844.28	$ 846,917.60	$ 984,948.62	$1,014,342.77	$1,007,088.90	$1,002,060.10
Utility - Water	02-09-3100	$1,431,946.00	$ 1,157,916.00	$1,151,584.99	$ 1,098,000.00	$ 1,202,233.00	$ 1,202,233.00	$1,013,190.00	$1,016,095.56	$1,170,699.61	$1,257,984.12	$1,156,991.65	$1,250,857.13	$1,195,276.89
Utility - Garbage	02-09-3120	$ 708,000.00	$ 826,286.07	$ 841,469.79	$ 900,000.00	$ 720,000.00	$ 720,000.00	$ 687,943.55	$ 853,821.23	$ 874,487.75	$ 922,894.71	$ 841,698.15	$ 889,443.17	$ 820,000.00
Penalties & Interest	02-09-3130	$ 25,000.00	$ 48,202.81	$ 51,022.86	$ 43,500.00	$ 21,750.00	$ 28,462.50	$ 67,686.93	$ 50,581.54	$ 34,769.97	$ 50,681.96	$ 58,631.57	$ 46,692.96	$ 48,115.08
Utility Fund Totals		**$3,316,150.00**	**$ 2,923,899.12**	**$2,953,336.78**	**$ 2,757,055.00**	**$ 2,711,123.00**	**$ 2,717,835.50**	**$2,481,432.17**	**$2,717,342.61**	**$2,926,874.93**	**$3,216,509.41**	**$3,071,664.14**	**$3,194,082.16**	**$3,065,452.07**
Recreation Fund														
Civic Center Rental	03-11-3900	$ 28,000.00	$ 21,639.75	$ 20,738.29	$ 10,200.00	$ 20,138.29	$ 27,950.00	$ 20,275.00	$ 10,375.00	$ 31,840.00	$ 24,715.00	$ 23,513.00	$ 19,380.00	$ 15,070.00
Recreation Fund Totals		**$ 28,000.00**	**$ 21,639.75**	**$ 20,738.29**	**$ 10,200.00**	**$ 20,138.29**	**$ 27,950.00**	**$ 20,275.00**	**$ 10,375.00**	**$ 31,840.00**	**$ 24,715.00**	**$ 23,513.00**	**$ 19,380.00**	**$ 15,070.00**
TOTAL		$6,160,241.54	$ 5,597,421.38	$5,610,669.93	$ 5,249,341.65	$ 5,516,221.12	$ 5,540,747.94	$5,274,176.81	$5,305,687.16	$5,920,509.31	$5,851,320.87	$5,555,499.70	$5,734,956.23	$5,667,176.95

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CITY OF DIBOLL
ANALYSIS OF TAX RATE
2022-2023

Debt Service

Description of Debt	Principal to be paid from Property Taxes	Interest to be paid from Property	Other Amts to be Paid	Total Payment
Series 2020, GO Refunding	95,000.00	50,018.75	300.00	145,318.75
Total	95,000.00	50,018.75	300.00	145,318.75

NET ADJUSTED TAX BASE 2022				234,609,862
TAX RATE	0.583321	Per $100 Valuation		$ 1,368,529
ESTIMATED REVENU	Based on	98%	Collections	$ 1,341,158
Prior Year Collections	1,377,288.56			
Prior Year Taxable Value	218,856,847.00			
Prior Year Revenue	1,349,348.76	102%	Collected Prior Yr	

TAX REVENUE DISTRIBUTION:

	PERCENT	TAX RATE DOLLAR EQUIVALENT	AMOUNT
General Fund Operation & Maintenance	89.16%	0.520116	$ 1,195,839
General Fund Debt Service	10.84%	0.063205	$ 145,319
	100.00%	0.583321	$ 1,341,158

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CITY OF DIBOLL
Property Tax
2022-2023 Budget Analysis

		2015 Cert Grand Totals	2016 Cert Grand Totals	2017 Cert Grand Totals	2018 Cert Grand Totals	2019 Cert Grand Totals	2020 Cert Grand Totals	2021 Cert Grand Totals	%Diff 18 & 19 Prelim	%Diff 19 & 20 Prelim	%Diff 20 & 21 Prelim	2022 Preliminary Totals	2022 Preliminary Estimates	2022 Estimates	%Diff 21 & 22 Est	%Diff Estimates vs Cert	2022 Cert Grand Totals
A	Single Family Residence	78,898,238	79,350,321	81,830,920	85,494,560	88,577,470	78,510,307	89,250,064	4%	13%	14%	103,030,699	96,140,382	96,140,382	8%	6%	101,864,384
B	Multifamily Residence	653,500	646,790	644,490	645,460	642,820	631,320	369,110	0%	2%	-42%	9,059,900	4,714,505	2,650,670	1177%	-44%	2,650,670
C	Vacant Lot	3,196,090	2,785,310	2,603,380	2,620,460	2,601,513	2,673,880	2,439,610	-1%	-3%	-9%	3,198,370	2,818,990	2,818,990	16%	11%	3,140,900
D1	Qualified Ag Land	3,155,326	3,084,511	3,336,485	3,381,538	3,528,726	287,570	189,072	4%	1127%	-34%	186,417	187,745	182,825	-1%	-3%	182,825
D2	Non-qualified Land	29,820	29,600	28,530	20,180	19,550	18,846	18,176	-3%	4%	-4%	49,807	33,992	33,992	87%	47%	49,807
E	Farm or Ranch Improvement	1,980,220	1,947,030	1,792,640	1,794,170	2,186,470	1,924,066	2,094,180	22%	14%	9%	3,156,215	2,625,198	2,625,198	25%	9%	2,860,516
F1	Commercial Real Property	13,242,450	13,251,730	12,887,400	13,212,330	13,611,370	15,003,330	15,099,800	3%	-9%	1%	16,136,000	15,617,900	15,614,560	3%	0%	15,614,560
F2	Industrial Real Property	25,262,210	22,716,600	22,804,840	19,806,830	19,837,190	19,475,370	14,090,070	0%	2%	-28%	2,201,590	14,090,070	14,090,070	0%	1%	14,277,260
J2	Gas Distribution System	361,060	388,500	404,680	405,100	429,840	446,880	489,830	6%	-4%	10%	-	489,830	489,830	0%	12%	548,020
J3	Electric Company	1,964,210	1,963,250	1,919,220	2,655,290	2,563,560	3,111,410	4,723,250	-3%	-18%	52%	-	4,723,250	4,847,030	0%	3%	4,847,030
J4	Telephone Company	3,430,410	3,325,590	2,564,860	2,278,210	1,954,040	1,400,440	1,295,970	-14%	40%	-7%	99,330	1,295,970	1,049,490	0%	-19%	1,049,490
J5	Railroad	2,443,650	2,587,640	2,735,270	2,885,330	2,987,900	3,127,580	3,376,910	4%	-4%	8%	61,980	3,376,910	3,376,910	0%	7%	3,599,120
J6	Pipeland Company	174,880	151,970	159,550	170,040	181,630	186,070	43,280	7%	-2%	-77%	-	43,280	43,280	0%	358%	198,080
J7	Cable Television Company	-	-	-	-	-	-	-	#DIV/0!	#DIV/0!	#DIV/0!	-	-	-	#DIV/0!	#DIV/0!	
L1	Commercial Personal Property	5,995,620	5,152,490	5,319,280	8,055,650	4,888,020	5,280,200	4,190,300	-39%	-7%	-21%	4,022,430	4,106,365	3,615,270	-2%	-12%	3,615,270
L2	Industrial Personal Property	63,747,540	62,605,400	59,682,150	65,434,230	68,098,020	70,291,590	71,819,371	4%	-3%	2%	7,134,670	71,819,371	86,277,277	0%	23%	88,489,515
M1	Tangible Other Personal	753,170	719,290	696,300	680,530	559,790	493,782	669,243	-18%	13%	36%	680,979	675,111	650,979	1%	-4%	650,979
O	Residential Inventory	110,400	235,440	232,780	223,480	190,550	183,260	123,430	-15%	4%	-33%	103,110	113,270	103,110	-8%	-9%	103,110
S	Special Inventory Tax	-	-	3,090	-	7,380	5,870	2,510	#DIV/0!	26%	-57%	-	1,255	-	-50%	-100%	-
X	Total Exempt Property	15,995,740	16,037,480	16,249,870	16,281,460	16,230,787	-	-	0%	#DIV/0!	#DIV/0!	-	-	-	#DIV/0!	#DIV/0!	
		221,394,534	216,978,942	215,895,735	226,044,848	229,096,626	203,051,771	210,284,176	1%	13%	4%	149,121,497	222,873,392	234,609,862	6%	9%	243,741,536
	Homestead Cap	(488,612)	(318,959)	(627,127)	(622,401)	(416,780)	(542,630)	(3,821,160)	-33%	-23%	604%	(4,518,788)	(4,518,788)	(4,518,788)	18%	-5%	(4,271,877)
	Productivity Loss	(2,948,130)	(2,869,595)	(3,099,456)	(3,148,035)	(3,250,513)	(3,209,482)	(3,314,117)	3%	1%	3%	(3,475,010)	(3,475,010)	(3,475,010)	5%	8%	(3,770,292)
	Total Exemptions	(24,830,181)	(24,825,339)	(25,862,846)	(27,951,206)	(26,684,323)	(29,812,036)	(79,034,212)	-5%	-10%	165%	(92,039,085)	(92,039,085)	(92,039,085)	16%	4%	(95,469,125)
		193,127,611	188,965,049	186,306,306	194,323,206	198,745,010	169,487,623	124,114,687	2%	17%	-27%	49,088,614	122,840,509	134,576,979	-1%	14%	140,230,242
	Residential	85,580,674	86,012,982	88,562,145	92,239,918	95,705,376	82,049,151	92,713,275	4%	17%	13%	116,267,127	104,490,201	102,387,155	13%	4%	108,362,291
	Commercial	19,238,070	18,404,220	18,206,680	21,267,980	18,499,390	20,283,530	19,290,100	-13%	-9%	-5%	20,158,430	19,724,265	19,229,830	2%	-3%	19,229,830
	Industrial	97,383,960	93,738,950	90,270,570	93,635,030	96,052,180	98,039,340	95,838,681	3%	-2%	-2%	9,497,570	95,838,681	110,173,887	0%	18%	113,008,515
	Other	(9,075,093)	(9,191,103)	(10,733,089)	(12,819,722)	(11,511,936)	(30,884,398)	(83,727,369)	-10%	-63%	171%	(96,834,513)	(97,212,638)	(97,213,893)	16%	3%	(100,370,394)
		193,127,611	188,965,049	186,306,306	194,323,206	198,745,010	169,487,623	124,114,687	2%	17%	-27%	49,088,614	122,840,509	134,576,979	-1%	14%	140,230,242

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Sales Tax Analysis for 2022-2023 Budget

Year	October	November	December	January	February	March	April	May	June	July	August	September	Total	
2022 Est (10 Yr Average)	45,550.66	61,441.38	42,681.41	55,606.90	53,828.04	46,547.77	46,050.25	59,498.88	53,558.79	46,746.10	55,279.61	50,435.54	617,225.33	21-22 Budget
2022 Est (10 Yr Average, minus high & low	44,605.09	58,466.31	42,781.45	50,609.84	53,476.13	45,538.10	46,053.79	59,104.55	55,767.50	46,661.69	55,102.96	45,518.69	603,686.10	$ 629,499.03
														21-22 Budget -2%
2022 vs 2021	-4%	9%	-15%	20%	3%	42%	-15%	-19%	36%	155%	18%	-3%	16%	$ 616,909.05
	42,865.00	56,091.83	39,343.66	72,869.87	60,046.25	50,921.04	52,161.41	62,096.81	76,139.33	122,000.00			634,535.20	

Year	October	November	December	January	February	March	April	May	June	July	August	September	Total
2022	42,865.00	56,091.83	39,343.66	72,869.87	60,046.25	50,921.04	52,161.41	62,096.81	76,139.33	122,663.30	84,478.00	45,518.69	765,195.19
2021	44,793.38	51,599.70	46,260.79	60,971.74	58,106.46	35,968.61	61,087.16	76,193.87	55,924.29	48,135.48	71,693.90	46,906.78	657,642.16
2020	28,573.00	49,782.00	47,270.00	35,155.00	50,861.00	42,385.00	49,739.00	53,209.00	53,977.00	53,433.68	61,244.53	48,398.66	574,027.87
2019	43,542.46	104,506.71	40,502.95	54,576.11	68,220.02	68,145.14	41,927.85	59,033.86	75,884.69	44,929.64	49,089.94	33,411.00	683,770.37
2018	70,092.90	93,634.33	39,515.68	33,182.58	42,251.35	59,214.32	48,127.84	63,167.36	60,969.22	42,911.50	61,810.82	39,178.19	654,056.09
2017	41,529.29	47,613.26	34,358.34	36,649.16	43,466.44	33,027.73	30,985.05	45,958.54	33,523.66	46,945.39	47,154.20	54,268.34	495,479.40
2016	48,421.53	62,714.06	50,204.14	42,935.31	53,054.40	34,754.83	37,757.15	59,567.05	41,115.98	36,442.83	40,278.48	37,500.21	544,745.97
2015	38,682.51	46,275.03	36,701.60	118,007.67	54,571.02	35,208.04	55,571.73	58,946.47	40,131.26	37,758.17	43,756.45	49,374.51	614,984.46
2014	46,414.52	42,176.60	49,942.36	52,528.80	47,564.71	46,915.39	47,650.89	67,472.72	57,874.85	53,728.23	56,436.10	41,780.61	610,485.78
2013	50,592.01	60,020.28	42,714.59	49,192.75	60,138.77	58,937.56	35,494.45	49,343.15	40,047.65	57,724.60	73,454.55	46,742.18	624,402.54
2012	78,623.05	46,348.97	28,228.72	29,244.41	48,365.21	48,928.18	31,195.21	45,034.64	37,437.94	45,451.43	47,877.08	#######	593,529.80
2011	51,908.20	8,822.71	45,210.37	36,299.01	44,593.40	27,391.28	29,609.50	159,385.52	32,672.44	37,028.51	46,621.01	33,681.20	553,223.15
2010	37,912.51	44,053.64	32,229.78	32,841.49	43,749.63	31,162.86	29,748.40	41,823.73	29,581.95	30,662.69	47,731.36	21,206.41	422,704.45
2009	33,187.72	42,029.30	30,221.98	42,671.33	46,203.36	26,155.52	26,086.76	43,684.14	30,428.80	28,014.48	15,023.59	32,394.89	396,101.87
2008	16,978.74	72,433.12	48,199.56	27,051.28	63,003.91	28,179.22	20,997.38	50,660.83	34,518.44	29,201.40	50,074.93	43,958.11	485,256.92
2007	43,574.29	43,397.70	39,103.18	37,600.64	49,492.25	43,847.03	38,069.97	58,223.37	28,610.86	50,379.33	46,256.04	26,171.61	504,726.27
2006	31,288.86	46,187.58	30,311.46	52,010.08	51,013.75	39,104.86	34,367.00	49,233.43	50,934.55	40,021.99	64,407.02	35,065.12	523,945.70
2005	32,228.91	38,000.62	30,162.84	28,726.04	50,149.75	37,795.34	27,688.49	59,307.75	34,283.15	32,345.95	53,229.59	40,767.24	464,685.67
2004	34,224.79	55,879.05	24,042.00	29,033.63	63,199.90	25,962.19	23,137.42	53,610.17	40,965.24	34,633.06	49,789.33	30,421.52	464,898.30
2003	55,254.80	51,210.84	31,340.22	29,944.12	51,407.14	33,171.64	33,748.79	48,023.91	32,826.83	28,957.41	42,167.16	34,071.48	472,124.34
2002	48,175.41	53,306.80	52,405.49	43,949.45	53,714.12	41,221.63	43,585.45	48,274.44	41,224.66	49,413.62	57,134.57	29,541.58	561,947.22
2001	49,472.33	69,110.74	46,002.98	42,386.04	52,989.53	44,274.30	39,311.81	65,180.03	39,183.51	39,519.60	65,955.43	51,401.69	604,787.99
2000	46,582.70	62,169.77	22,203.60	51,065.77	61,616.30	43,727.44	41,186.93	65,754.78	23,371.63	45,970.00	85,178.33	53,099.99	601,927.24
1999	57,440.20	76,043.25	68,199.88	51,132.92	81,551.24	78,614.81	82,863.32	87,534.87	53,599.01	53,724.84	79,408.17	46,916.77	817,029.28
1998	69,963.71	85,532.90	58,376.63	44,458.22	42,671.50	64,465.95	45,915.89	47,202.32	41,545.50	58,507.43	74,982.39	56,583.06	690,205.50
1997	40,858.03	57,834.00	43,582.81	56,929.80	71,494.41	27,337.94	22,751.11	75,785.80	39,360.40	45,498.85	58,146.08	48,770.63	588,349.86
1996	41,354.68	61,600.22	38,272.35	47,414.47	71,858.73	42,269.29	35,950.65	59,426.74	47,150.42	44,923.05	53,936.88	47,710.03	591,867.51
1995	45,418.41	66,589.80	46,172.75	39,881.45	62,804.04	50,710.53	42,988.44	69,358.35	45,414.28	42,513.59	63,347.07	32,794.36	607,993.07
1994	41,919.11	61,861.10	47,410.07	53,082.94	62,298.21	37,466.95	34,531.74	53,032.98	40,926.56	44,128.01	56,453.05	52,864.60	585,975.32
1993	25,326.86	31,748.27	35,557.19	33,363.82	63,825.30	35,635.52	56,632.70	61,899.08	50,867.08	42,663.69	60,499.13	38,443.01	536,461.65
1992	32,003.04	91,863.05	31,623.31	41,316.57	79,410.99	33,383.26	46,882.18	50,190.25	39,331.40	42,103.20	44,452.10	36,115.94	568,675.29
1991	38,125.22	59,127.61	37,220.87	33,902.79	67,218.57	32,038.66	30,910.93	55,482.55	30,261.30	40,431.46	60,331.74	37,117.42	522,169.12
1990	28,960.29	35,146.78	20,442.35	45,161.26	43,983.87	167,634.67	48,778.13	66,036.58	50,070.85	44,288.52	62,244.84	36,727.34	649,475.48
1989	15,426.75	26,407.90	29,701.85	13,270.64	29,948.74	17,803.58	15,804.81	28,136.83	22,030.20	20,244.88	30,751.22	23,732.98	273,260.38
1988	11,688.17	34,734.56	13,450.89	17,321.58	31,156.14	17,709.21	23,956.34	25,594.03	18,932.38	18,060.94	27,134.16	30,540.01	270,278.41
1987				15,101.94	33,123.96	20,332.81	13,017.04	46,185.94	18,634.71	32,986.10	31,718.93	25,083.59	236,185.02
32 year average	41,780.54	55,287.13	38,739.52	41,667.45	54,259.37	43,168.04	37,944.50	58,484.43	40,388.93	41,248.10	53,707.72	41,415.31	544,210.84
10 year average	49,126.47	60,467.09	41,569.92	51,244.35	52,659.94	46,348.48	43,953.63	57,792.67	49,688.65	46,746.10	55,279.61	50,435.54	605,312.44
5 year average	45,706.21	69,427.20	41,581.55	44,106.92	52,581.05	47,748.16	46,373.38	59,512.53	56,055.77	47,271.14	58,198.68	44,432.59	612,995.18

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Scenario 4

City of Diboll, Texas
Water and Wastewater Rate Model
Summary of Proposed Rate Performance - Water & Wastewater

	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026
WATER						
Rate Revenue Requirement	$1,202,233	$1,431,946	$1,462,551	$1,493,583	$1,530,412	$1,562,750
Projected Revenue Under Proposed Rates	1,424,994	1,576,812	1,582,474	1,613,403	1,646,909	1,679,175
Adjusted Over / (Under) Recovery	**$222,761**	**$144,866**	**$119,924**	**$119,820**	**$116,497**	**$116,426**
Adjusted Over / (Under) Recovery (%)	**18.53%**	**10.12%**	**8.20%**	**8.02%**	**7.61%**	**7.45%**
Projected Annual Billed Water Consumption (000's)	244,264	238,349	238,973	238,880	238,715	238,624
WASTEWATER						
Rate Revenue Requirement	$767,140	$1,154,201	$1,189,543	$1,221,151	$1,254,406	$1,294,136
Projected Revenue Under Proposed Rates	948,612	1,070,848	1,128,322	1,162,129	1,195,534	1,230,280
Adjusted Over / (Under) Recovery	**$181,472**	**($83,353)**	**($61,221)**	**($59,021)**	**($58,872)**	**($63,855)**
Adjusted Over / (Under) Recovery (%)	**23.66%**	**(7.22%)**	**(5.15%)**	**(4.83%)**	**(4.69%)**	**(4.93%)**
Projected Annual Billed Flow (000's)	151,842	152,442	153,042	153,642	154,242	154,842

Scenario 4

City of Diboll, Texas
Water and Wastewater Rate Model
Proposed Rates - Wastewater

	Current	2021	2022	2023	2024	2025	2026
Minimum Rate Adjustment		5.00%	10.00%	5.00%	2.50%	2.50%	2.50%
Volumetric Rate Adjustment		5.00%	10.00%	5.00%	2.50%	2.50%	2.50%
Outside Multiplier		2.00	2.00	2.00	2.00	2.00	2.00
Comm./Indust. Min. Multiplier		1.35	1.35	1.35	1.35	1.35	1.35
Comm./Indust. Vol. Multiplier		1.35	1.35	1.35	1.35	1.35	1.35
No Volumes in Minimum		No	No	No	No	No	No
2 Tiers Only		Yes	No	No	No	No	No

Scenario 4

City of Diboll, Texas
Water and Wastewater Rate Model
Proposed Rates - Water

	Current	2021	2022	2023	2024	2025	2026
Minimum Rate Adjustment		5.00%	8.00%	0.00%	2.00%	2.00%	2.00%
Volumetric Rate Adjustment		5.00%	8.00%	0.00%	2.00%	2.00%	2.00%
Outside Multiplier		2.00	2.00	2.00	2.00	2.00	2.00
Comm./Indust. Min. Multiplier		1.35	1.35	1.35	1.35	1.35	1.35
Comm./Indust. Vol. Multiplier		1.35	1.35	1.35	1.35	1.35	1.35
No Volumes in Minimum		No	No	No	No	No	No
Residential Tier Differential		10.00%	10.00%	10.00%	10.00%	10.00%	10.00%
Comm./Indust. Tier Differential		10.00%	10.00%	10.00%	10.00%	10.00%	10.00%
Change Residential Tier Structure		Yes	No	No	No	No	No

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CITY OF DIBOLL
Current Salaries
2022-2023 Budget Analysis

ESTIMATED 5% increase for Health

		SALARIES										OVERTIME	TMRS			WORKMAN	PAYROLL TAX		
Dept. Position		Proposed Hr Wage	Current Hr Wage	Hours	Current Salaries	Base Salary	Proposed Salaries	Auto Allowance	TML Health $422.12, +5% Jan	Wellness $20.00	TOTAL HEALTH	Proposed Overtime	TOTAL PD FOR TMRS CAL	TOTAL PD FOR TMRS CAL per Month	15.07% 16% Jan	Approx 33K per Year/ Divide by No. Employees 38 qty	Taxes 7.75%	Unemployment	TOTAL TAX
General Government						**287,011.20**	301,361.76	7,800.00	20,894.94	720.00	21,614.94	161.00	309,322.76	25,776.90	48,772.47	5,789.47	23,972.51	692.88	24,665.40
1 City Manager	Jason Arnold	n/a	n/a	40	125,000.00	125,000.00	131,250.00	7,800.00	6,964.98	240.00									
1 City Secretary	Olvera Rosa	n/a	n/a	40	50,000.00	50,000.00	52,500.00		6,964.98	240.00									
1 Finance Director	Durham, Samantha J	n/a	n/a	40	80,000.00	80,000.00	84,000.00		6,964.98	240.00									
1 Accounts Billing	Concha, Mirna M	15.39	14.34	40	29,827.20	32,011.20	33,611.76												
							-						-	-	-		-	-	-
Court						52,700.00	55,335.00	-	6,964.98	240.00	7,204.98	232.00	55,567.00	4,630.58	8,761.53	2,894.74	4,306.44	124.47	4,430.91
2 Judge	Green, Bruce	n/a	n/a	20	21,500.00	21,500.00	22,575.00												
2 Court Clerk	Sims, Brooklyn		13.38	40	27,830.40	-	-												
2 Court Clerk (2)	*NEW HIRE*	*15.00*		*40*		*31,200.00*	*32,760.00*		6,964.98	*240.00*									
							-						-	-	-		-	-	-
Police	45,676.44				762,690.56	808,367.00	808,367.00		97,509.72	3,360.00	100,869.72	25,000.00	833,367.00	69,447.25	131,401.14	20,263.16	64,585.94	1,866.74	66,452.68
3 Police Chief	Skillern, Michael	n/a	n/a	40	95,000.00	95,000.00	95,000.00		6,964.98	240.00									
3 Lt./Asst	Williams, Norman	n/a	n/a	40	70,310.16	75,000.00	75,000.00		6,964.98	240.00									
3 Sgt. Detective	Estrada, Felix	28.78	28.78	40	59,862.40	68,656.00	68,656.00		6,964.98	240.00									
3 Detective	Fulcher, Mark	24.52	24.52	40	51,001.60	55,846.00	55,846.00		6,964.98	240.00									
3 Patrol Sgt.	Munoz, Gerardo	24.36	24.36	42	53,202.24	61,000.00	61,000.00		6,964.98	240.00									
3 Patrol Sgt.	Rodriquez, Isaias	*23.35*	*23.35*	*42*	50,996.40	61,000.00	61,000.00		6,964.98	240.00									
3 Corporal	Clemens, Corey	23.55	23.55	42	51,433.20	52,500.00	52,500.00		6,964.98	240.00									
3 Corporal	Dean, Jeffery	23.04	23.04	42	50,319.36	52,500.00	52,500.00		6,964.98	240.00									
3 Patrol	Linebaugh, Sterling	22.35	22.35	42	48,812.40	49,955.00	49,955.00		6,964.98	240.00									
3 Patrol	Pantoja, Antonio	22.21	22.21	42	48,506.64	49,955.00	49,955.00		6,964.98	240.00									
3 Patrol	Pullen, Gary	22.21	22.21	42	48,506.64	49,955.00	49,955.00		6,964.98	240.00									
3 Patrol	Kelly Ray	22.21	22.21	42	48,500.00	48,500.00	48,500.00		6,964.98	240.00									
3 Patrol	Nicole Boots	*22.21*	*22.21*	*42*	48,500.00	48,500.00	48,500.00		6,964.98	240.00									
3 Administration	NEW HIRE	17.28	17.28	42	37,739.52	40,000.00	40,000.00		6,964.98	240.00									
							-						-	-	-		-	-	-
Code Compliance						35,360.00	37,128.00	-	6,964.98	240.00	7,204.98	229.00	37,357.00	3,113.08	5,890.26	1,447.37	2,895.17	83.68	2,978.85
4 Code Compliance	Lopez, Tino	17.00	17.00	40	35,360.00	35,360.00	37,128.00		6,964.98	240.00									
							-						-	-	-		-	-	-
Fire						7,605.00	7,985.25						7,985.25	665.44	1,259.07	1,447.37	618.86	17.89	636.74
5 Fire Marshall	Roberts, Darrell	n/a	n/a	20	7,605.00	7,605.00	7,985.25												
							-						-	-	-		-	-	-
Animal Control							-						-	-	-		-	-	-
6 Animal Control	See Code Compliance						-						-	-	-		-	-	-
							-						-	-	-		-	-	-
Street						135,442.15	142,214.26		27,859.92	960.00	28,819.92	1,791.00	144,005.26	12,000.44	22,706.03	4,342.11	11,160.41	322.57	11,482.98
7 Street Superintendant	Roberts Jr, Darrell G	n/a	n/a	40	47,894.95	47,894.95	50,289.70		6,964.98	240.00									
7 Street Operator	NEW HIRE	13.95		40		29,016.00	30,466.80		6,964.98	240.00									
7 Street Operator	Salas, Francisco	14.19	14.19	40	29,515.20	29,515.20	30,990.96		6,964.98	240.00									
7 Street Operator	Turner, Tristan	13.95	13.88	40	28,870.40	29,016.00	30,466.80		6,964.98	240.00									
							-						-	-	-		-	-	-
Wastewater						118,631.20	124,562.76		20,894.94	720.00	21,614.94	9,243.00	133,805.76	11,150.48	21,097.82	4,342.11	10,369.95	299.72	10,669.67
8 Wastewater Superintendent	Sarver, Bridget J	n/a	n/a	40	49,121.81	52,300.00	54,915.00		6,964.98	240.00									
8 Wastewater Operator	Scarborough, Moy	16.09	16.09	40	33,467.20	33,467.20	35,140.56		6,964.98	240.00									
8 Wastewater Operator	Turner, Katlin	15.80	14.41	40	29,972.80	32,864.00	34,507.20		6,964.98	240.00									
							-						-	-	-		-	-	-
Utility						232,508.00	244,133.40		41,789.88	1,440.00	43,229.88	11,937.00	256,070.40	21,339.20	40,375.90	8,684.21	19,845.46	573.60	20,419.05
9 Director	Richard, Joshua J	n/a	n/a	40	62,500.00	65,900.00	69,195.00		6,964.98	240.00									
9 Water Operator	Mosley, Joshua	18.36	18.36	40	38,188.80	38,188.80	40,098.24		6,964.98	240.00									
9 Water Operator	Nesbett III, James A	15.45	15.05	40	31,304.00	32,136.00	33,742.80		6,964.98	240.00									
9 Water Operator	Parsons, Timothy	15.45	15.05	40	31,304.00	32,136.00	33,742.80		6,964.98	240.00									
9 Water Operator	Martin, Tyler	15.45	15.05	40	31,304.00	32,136.00	33,742.80		6,964.98	240.00									
9 Utility Clerk	Romero, Adriana I	15.39	14.34	40	29,827.20	32,011.20	33,611.76		6,964.98	240.00									
							-						-	-	-		-	-	-
Parks & Recreation						83,304.00	87,469.20		20,894.94	720.00	21,614.94	801.00	88,270.20	7,355.85	13,918.00	4,342.11	6,840.94	197.73	7,038.67
10 Lead Park Operator	Pope, Eric	15.35	15.35	40	31,928.00	31,928.00	33,524.40		6,964.98	240.00									
10 Park Operator	Dennings, Jamarcus	12.35	11.80	40	24,544.00	25,688.00	26,972.40		6,964.98	240.00									
10 Park Operator	Murrell, Randal D	12.35	12.06	40	25,084.80	25,688.00	26,972.40		6,964.98	240.00									
							-						-	-	-		-	-	-
Civic Center						25,084.80	26,339.04		6,964.98	240.00	7,204.98	399.00	26,738.04	2,228.17	4,215.92	1,447.37	2,072.20	59.89	2,132.09
11 Civic Center Attendant	Donna Bennefield	12.06	12.06	40	25,084.80	25,084.80	26,339.04		6,964.98	240.00									
							-						-	-	-		-	-	-
					$ 1,689,725.12		**$ 1,834,895.67**		**$250,739.28**	**$ 8,640.00**	**$259,379.28**	**$ 49,793.00**	**$ 1,892,488.67**	**$ 157,707.39**	**$ 298,398.15**	**$ 55,000.00**	**$ 146,667.87**	**$ 4,239.17**	**$ 150,907.05**

$ 145,170.55

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CITY OF DIBOLL
Payroll Longevity/Certificate pay
2022-2023 Budget Analysis

as of
10/31/2022

Dept.	Position		Hire Date	Vacation Tier	# months	# years	Longevity	Certificate Pay	Certification	2022 Wellness	Total by Employee	Total by Dept
General Government												
1	City Manager	Jason Arnold	11/1/2021	160	12.13	1.01	48	900	MPA	150	$ 1,098.00	
1	City Secretary	Rosa Olvera	1/25/2022	40	9.30	0.78	-			150	$ 150.00	
1	Finance Director	Durham, Samantha J	6/17/2019	80	41.07	3.42	164	1800	CPM, CGFO	150	$ 2,114.00	
1	Accounts Billing	Concha, Mirna M	3/31/2009	120	165.40	13.78	660			150	$ 810.00	
												$ 4,172.00
Court												
2	Judge	Bruce Green	N/A	40								
2	Court Clerk	Sims, Brooklyn	9/8/2020	80	26.10	2.18	104			150	$ 254.00	
												$ 254.00
Police												
3	Police Chief	Skillern, Michael	2/7/2022	40	8.87	0.74	-	900	Master	150	$ 1,050.00	
3	Lt./Asst	Williams, Norman	9/28/2002	160	244.60	20.38	980	900	Master	150	$ 2,030.00	
3	Detective	Estrada, Feliciano	4/1/2004	160	226.23	18.85	904	600	Advanced	150	$ 1,654.00	
3	Detective	Fulcher, Mark	10/20/2020	80	24.70	2.06	100	600	Intermediate, Advanced?	150	$ 850.00	
3	Patrol	Linebaugh, Sterling	4/20/2021	80	18.63	1.55	76	300	Intermediate?	150	$ 526.00	
3	Corporal	Clemens, Corey L	11/1/2015	120	85.20	7.10	340	600	Advanced	150	$ 1,090.00	
3	Patrol	Pullen, Gary	10/19/2021	80	12.57	1.05	52	900	Master	150	$ 1,102.00	
3	Patrol	Rodriguez Jr, Isaias	6/20/2018	80	53.13	4.43	212	600	Advanced	150	$ 962.00	
3	Patrol Sgt.	Munoz, Gerardo	11/8/2017	120	60.60	5.05	244	600	Advanced	150	$ 994.00	
3	Patrol	Pantoja Jr, Antonio	2/11/2020	80	33.10	2.76	132			150	$ 282.00	
3	Corporal	Dean, Jeffery	1/11/2022	40	9.77	0.81	-	600	Advanced	150	$ 750.00	
3	Patrol	Hooker, Kelly	4/15/2022	40	6.63	0.55	-			150	$ 150.00	
3	Patrol	Boots, Nichole	5/8/2022	40	5.87	0.49	-	600	Advanced	150	$ 750.00	
3	Dispatch Supervisor	Moreland-Egene, Giovanet I	6/4/2009	120	163.23	13.60	652	900	Master	150	$ 1,702.00	
3	Dispatch	Anderson, Crystal	11/19/2019	80	35.90	2.99	144	600	Advanced	150	$ 894.00	
3	Dispatch	Larue, Lindsey	6/16/2020	80	28.90	2.41	116	300	Intermediate	150	$ 566.00	
3	Dispatch - Part Time	Klein, Jessica	N/A									
3	Dispatch - Part Time	Pruitt, Virginia	N/A									
												$ 15,352.00
Code Compliance												
4	Code Compliance	Lopez, Faustino	1/11/2022	40	9.77	0.81	-			150	$ 150.00	
												$ 150.00
Fire												
5	Fire Marshall	Roberts, Darrell	N/A									
Street												
7	Street Dept. Head	Roberts Jr, Darrell G	7/31/2017	120	63.93	5.33	256	300	W-C	150	$ 706.00	
7	Street Operator	Salas, Francisco	8/22/2000	160	270.17	22.51	1,080			150	$ 1,230.00	
7	Street Operator	Turner, Tristan	8/30/2021	80	14.23	1.19	56			150	$ 206.00	
												$ 2,142.00
Wastewater												
8	Asst. Director	Sarver, Bridget J	5/17/2007	160	188.20	15.68	752	1800	W-C, WW-B, CPM	150	$ 2,702.00	
8	Wastewater Operator	Scarborough, Moy	11/16/2021	40	11.63	0.97	-	600	W-C, WW-C	150	$ 750.00	
8	WastewaterOperator	Turner, Katlin	8/2/2021	80	15.17	1.26	60			150	$ 210.00	
												$ 3,662.00
Utility												
9	Director	Richard, Joshua J	6/16/2003	160	235.90	19.66	944	1800	W-C, WW-B, CPM	150	$ 2,894.00	
9	Water Operator	Luna, Omar	12/14/2021	40	10.70	0.89	-			150	$ 150.00	
9	Water Operator	Mosley, Joshua	12/20/2021	40	10.50	0.88	-			150	$ 150.00	
9	Water Operator	Nesbett III, James A	4/12/2018	80	55.43	4.62	220	150	W-D	150	$ 520.00	
9	Water Operator	Parsons, Timothy	3/28/2022	40	7.23	0.60	-			150	$ 150.00	
9	Utility Clerk	Romero, Adriana I	4/1/2015	120	92.33	7.69	368			150	$ 518.00	
												$ 4,382.00
Parks & Recreation												
10	Lead Park Operator	Eric Pope	10/5/2021	80	13.03	1.09	52			150	$ 202.00	
10	Park Operator	Dennings, Jamarcus	8/13/2019	80	39.17	3.26	156			150	$ 306.00	
10	Park Operator	Murrell, Randal D	12/27/2007	160	180.73	15.06	724			150	$ 874.00	
												$ 1,180.00
Civic Center												
11	Civic Center Attendant	Donna Bennefield	11/6/2013	120	109.37	9.11	436	300	Horticulture	150	$ 886.00	
												$ 886.00

Stipends	
Longevity Pay	
$4.00 per month after 1st year of employment	
Capped at 1200.00	
Certification Pay	
Master PD	$ 900.00
Advanced PD	$ 600.00
Intermediate PD	$ 300.00
Master Court	$ 900.00
Advanced Court	$ 600.00
Intermediate Court	$ 300.00
Water A	$ 900.00
Water B	$ 600.00
Water C	$ 300.00
Water D	$ 150.00
Wastewater A	$ 900.00
Wastewater B	$ 600.00
Wastewater C	$ 300.00
Wastewater D	$ 150.00
Back Flow Tester	$ 150.00
CPM Certification	$ 900.00
MPA Certification	$ 900.00
CGFO Certification	$ 900.00
TRMC Certification	$ 900.00
Customer Service Inspection	$ 150.00
Horticulture	$ 300.00

U.S. Bureau of Labor Statistics	
Employment Cost Index	
State and local government > Wages and salaries	
June 2017 ECI	2.1
June 2018 ECI	1.9
June 2019 ECI	2.5
June 2020 ECI	2.6
June 2021 ECI	1.6
Dec 2021 ECI	2.7
June 2022 ECI	

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CITY OF DIBOLL 5%
Current Salaries $ 72,494.40
2022-2023 Budget Analysis

						OVERTIME	TMRS			PAYROLL TAX		
Dept. Position		Current Salaries	Proposed Salaries	Proposed BFI	Proposed BFI Salary	Proposed Overtime	TOTAL PD FOR TMRS CAL	TOTAL PD FOR TMRS CAL per	15.07% 16% Jan	Taxes 7.75%	Unemployment	TOTAL TAX
General Government			287,011.20	14,350.56	301,361.76	8.05	14,358.61	1,196.55	2,263.99	1,112.79	32.16	1,144.96
1 City Manager	Jason Arnold					-	6,250.00	520.83	985.47	484.38	14.00	498.38
1 City Secretary	Olvera Rosa					-	2,500.00	208.33	394.19	193.75	5.60	199.35
1 Finance Director	Durham, Samantha J					-	4,000.00	333.33	630.70	310.00	8.96	318.96
1 Accounts Billing	Concha, Mirna M					-	1,600.56	133.38	252.37	124.04	3.59	127.63
					-	-	-	-	-	-	-	-
Court			52,700.00	2,635.00	55,335.00	11.60	2,646.60	220.55	417.30	205.11	5.93	211.04
2 Judge	Green, Bruce					-	1,075.00	89.58	169.50	83.31	2.41	85.72
2 Court Clerk	Sims, Brooklyn					-	-	-	-	-	-	-
2 Court Clerk (2)	*NEW HIRE*					-	*1,560.00*	*130.00*	*245.97*	*120.90*	*3.49*	124.39
					-	-	-	-	-	-	-	-
Police			808,367.00									
3 Police Chief	Skillern, Michael											
3 Lt./Asst	Williams, Norman											
3 Sgt. Detective	Estrada, Felix											
3 Detective	Fulcher, Mark											
3 Patrol Sgt.	Munoz, Gerardo											
3 Patrol Sgt.	Rodriquez, Isaias											
3 Corporal	Clemens, Corey											
3 Corporal	Dean, Jeffery											
3 Patrol	Linebaugh, Sterling											
3 Patrol	Pantoja, Antonio											
3 Patrol	Pullen, Gary											
3 Patrol	Kelly Ray											
3 Patrol	Nicole Boots											
3 Administration	NEW HIRE											
Code Compliance			35,360.00	1,768.00	37,128.00	11.45	1,779.45	148.29	280.57	137.91	3.99	141.89
4 Code Compliance	Lopez, Tino					-	1,768.00	147.33	278.77	137.02	3.96	140.98
					-	-	-	-	-	-	-	-
Fire			7,605.00	380.25	7,985.25	-	380.25	31.69	59.96	29.47	0.85	30.32
5 Fire Marshall	Roberts, Darrell					-	380.25	31.69	59.96	29.47	0.85	30.32
					-	-	-	-	-	-	-	-
Animal Control					-	-	-	-	-	-	-	-
6 Animal Control	See Code Compliance				-	-	-	-	-	-	-	-
					-	-	-	-	-	-	-	-
Street			136,892.95	6,844.65	143,737.60	89.55	6,934.20	577.85	1,093.35	537.40	15.53	552.93
7 Street Superintendant	Roberts Jr, Darrell G					-	2,394.75	199.56	377.59	185.59	5.36	190.96
7 Street Operator	New Hire					-	1,523.34	126.95	240.19	118.06	3.41	121.47
7 Street Operator	Salas, Francisco					-	1,475.76	122.98	232.69	114.37	3.31	117.68
7 Street Operator	Turner, Tristan					-	1,450.80	120.90	228.75	112.44	3.25	115.69
					-	-	-	-	-	-	-	-
Wastewater			118,631.20	5,931.56	124,562.76	462.15	6,393.71	532.81	1,008.13	495.51	14.32	509.83
8 Wastewater Superintendent	Sarver, Bridget J					-	2,615.00	217.92	412.32	202.66	5.86	208.52
8 Wastewater Operator	Scarborough, Moy					-	1,673.36	139.45	263.85	129.69	3.75	133.43
8 Wastewater Operator	Turner, Katlin					-	1,643.20	136.93	259.09	127.35	3.68	131.03
					-	-	-	-	-	-	-	-
Utility			232,508.00	11,625.40	244,133.40	596.85	12,222.25	1,018.52	1,927.14	947.22	27.38	974.60
9 Director	Richard, Joshua J					-	3,295.00	274.58	519.54	255.36	7.38	262.74
9 Water Operator	Mosley, Joshua					-	1,909.44	159.12	301.07	147.98	4.28	152.26
9 Water Operator	Nesbett III, James A					-	1,606.80	133.90	253.35	124.53	3.60	128.13
9 Water Operator	Parsons, Timothy					-	1,606.80	133.90	253.35	124.53	3.60	128.13
9 Water Operator	Luna, Omar					-	1,606.80	133.90	253.35	124.53	3.60	128.13
9 Utility Clerk	Romero, Adriana I					-	1,600.56	133.38	252.37	124.04	3.59	127.63
					-	-	-	-	-	-	-	-
Parks & Recreation			83,304.00	4,165.20	87,469.20	40.05	4,205.25	350.44	663.06	325.91	9.42	335.33
10 Lead Park Operator	Pope, Eric					-	1,596.40	133.03	251.71	123.72	3.58	127.30
10 Park Operator	Dennings, Jamarcus					-	1,284.40	107.03	202.52	99.54	2.88	102.42
10 Park Operator	Murrell, Randal D					-	1,284.40	107.03	202.52	99.54	2.88	102.42
					-	-	-	-	-	-	-	-
Civic Center			25,084.80	1,254.24	26,339.04	19.95	1,274.19	106.18	200.91	98.75	2.85	101.60
11 Civic Center Attendant	Donna Bennefield					-	1,254.24	104.52	197.76	97.20	2.81	100.01
		$ 1,689,725.12	**$ 1,787,464.15**	**$ 48,954.86**	**$ 1,028,052.01**	**$ 1,150.10**	**$ 99,149.37**	**$ 8,262.45**	**$ 15,633.38**	**$ 7,684.08**	**$ 222.09**	**$ 7,906.17**
			$ 97,739.03		$ (759,412.14)							

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CITY OF DIBOLL
BUDGET PERFORMANCE INCREASE
2022-2023 Budget Analysis

Dept.	Position		21-22 Current Salaries	22-23 Proposed Salaries	Total Expense 28,997.76 2% Salary Increase	43,496.64 3% Salary Increase	57,995.52 4% Salary Increase	72,494.40 5% Salary Increase	86,993.28 6% Salary Increase
General Government									
1	City Manager	Jason Arnold							
1	City Secretary	Olvera Rosa							
1	Finance Director	Durham, Samantha J							
1	Accounts Billing	Concha, Mirna M							
Court									
2	Judge	Green, Bruce							
2	Court Clerk	Sims, Brooklyn							
2	*Court Clerk (2)*	*NEW HIRE*							
Police									
3	Police Chief	Skillern, Michael							
3	Lt./Asst	Williams, Norman							
3	Detective	Estrada, Felix							
3	Detective	Fulcher, Mark							
3	Patrol Sgt.	Munoz, Gerardo							
3	Patrol Sgt.	Rodriquez, Isaias							
3	Corporal	Clemens, Corey							
3	Corporal	Dean, Jeffery							
4	Patrol	Linebaugh, Sterling							
3	Patrol	Pantoja, Antonio							
3	Patrol	Pullen, Gary							
3	Patrol	Kelly Ray							
3	Patrol	Boots, Nicole							
3	Administration	NEW HIRE							
Code Compliance									
4	*Code Compliance*	*Lopez, Tino*							
Fire									
5	Fire Marshall	Roberts, Darrell							
Animal Control									
6	Animal Control	See Code Compliance							
Street									
7	Street Superintendant	Roberts Jr, Darrell G							
7	Street Operator	NEW HIRE							
7	Street Operator	Salas, Francisco							
7	Street Operator	Turner, Tristan							
Wastewater									
8	Wastewater Superintendent	Sarver, Bridget J							
8	Wastewater Operator	Scarborough, Moy							
8	Wastewater Operator	Turner, Katlin							
Utility									
9	Director	Richard, Joshua J							
9	Water Operator	Mosley, Joshua							
9	Water Operator	Nesbett III, James A							
9	Water Operator	Parsons, Timothy							
9	Water Operator	Luna, Omar							
9	Utility Clerk	Romero, Adriana I							
Parks & Recreation									
10	Lead Park Operator	Pope, Eric							
10	Park Operator	Dennings, Jamarcus							
10	Park Operator	Murrell, Randal D							
Civic Center									
11	Civic Center Attendant	Donna Bennefield							
					-	-	-	-	-
			$ 1,689,725.12	**$ 1,786,013.35**	998,679.09	1,008,470.06	1,018,261.04	1,028,052.01	1,037,842.98

$ 168,782.63

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2022 Salary Survey

POSITION	LUFKIN	LIVINGSTON	HUDSON	HUNTINGTON	GROVETON	JASPER	WOODVILLE	DIBOLL	AVERAGE	DIFFERENCE
City Manager	$165,000.00	$125,000.00	$153,953.51	$70,574.40		$147,368.00	$89,174.61	$125,000.00	$125,152.93	$152.93
City Secretary	$54,728.37	$38,913.84	$58,582.28	$50,086.40	$37,440.00	$33,448.00		$50,000.00	$46,171.27	-$3,828.73
Finance Director	$91,882.36	$68,095.17		$50,086.40		$75,192.00	$75,279.81	$80,000.00	$73,422.62	-$6,577.38
Accounts Payable Clerk	$34,623.23	$38,192.80	$41,256.78	$42,820.80		$29,120.00	$31,200.00	$28,827.20	$31,765.10	$2,937.90
Utility Billing Clerk	$26,027.87	$35,834.04	$41,185.78	$32,656.00	$30,680.00	$27,352.00		$29,827.20	$31,937.56	$2,110.36
Civic Center Attendant	$23,025.60						$24,960.00	$25,084.80	$24,356.80	-$728.00
Code Compliance Official	$31,491.20			$30,389.60		$40,248.00		$35,360.00	$34,372.20	-$987.80
Municipal Court Judge		$21,600.00		$21,000.00	$20,384.00		$31,436.09	$21,250.00	$23,134.02	$1,884.02
Municipal Court Clerk	$27,855.36	$29,410.66	$37,138.25	$29,993.60		$26,000.00	$31,200.00	$27,830.40	$29,918.32	$2,087.92
Fire Marshall								$7,605.00	$7,605.00	$0.00
Public Works Director	$62,587.20	$71,542.49	$75,764.83	$57,867.60		$75,920.00		$62,500.00	$65,911.73	$3,411.73
WWTP Superintendent	$60,000.00	$37,648.14	$60,372.40	$49,803.20		$61,048.00		$49,121.80	$52,998.92	$3,877.12
Utility Superintendent	$38,827.11	$37,648.14	$47,236.77	$49,803.20		$61,048.00	$41,600.00	$47,894.95	$46,294.02	-$1,600.93
Maintenance Operator - Water	$33,389.52	$30,899.58		$35,390.00		$31,200.00	$28,080.00	$30,680.00	$31,606.52	$926.52
Maintenance Operator - WW	$34,964.80	$34,107.36		$36,100.00		$31,200.00	$28,080.00	$29,972.80	$32,404.16	$2,431.36
Maintenance Operator - Street	$28,908.57	$30,899.58		$28,460.00		$30,200.00	$29,120.00	$28,870.40	$29,409.76	$539.36
Maintenance Operator - Parks	$25,085.35	$26,644.60				$27,352.00	$29,120.00	$24,544.00	$26,549.19	$2,005.19
Chief of Police	$120,188.43	$71,542.49	$58,848.40	$63,020.00	$37,440.00	$71,760.00		$95,000.00	$73,971.33	-$21,028.67
Asst. Chief of Police	$95,680.00			$49,890.00		$54,496.00		$70,310.16	$67,594.04	-$2,716.12
Detective	$71,775.65	$48,192.80		$49,890.00		$52,000.00		$59,862.40	$56,344.17	-$3,518.23
Patrol Sargeant	$71,775.65	$50,632.56	$45,718.24	$49,890.00		$52,000.00		$50,996.40	$53,502.14	$2,505.74
Corporal	$65,339.30								$65,339.30	$65,339.30
Police Officer	$50,101.72	$43,660.29	$25,370.67	$46,166.80	$31,200.00	$41,704.00	$31,200.00	$47,698.56	$39,637.76	-$8,060.81

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2022 PD Salary Schedule

Officers 3% each year then 5% at year 5. 2% each year till 5@10 3% 5%
Corporal and Sergeant same, but begins when rank begins, not hire date

1	New Officer	$	48,500	Corporal	$	52,500	Sergeant	$	61,000	A/C $ 75,000 COP $ 95,000
2		$	49,955		$	54,075		$	62,830	
3		$	51,454		$	55,697		$	64,715	
4		$	52,997		$	57,368		$	66,656	
5		$	54,587		$	59,089		$	68,656	
6		$	57,317		$	62,044		$	72,089	
7		$	59,036		$	63,905		$	74,252	
8		$	60,807		$	65,822		$	76,479	
6		$	62,631		$	67,797		$	78,773	
9		$	64,510		$	69,831		$	81,137	
10		$	67,736		$	73,322		$	85,193	

$ 810,731

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CITY OF DIBOLL
Overtime
2022-2023 Budget Analysis

Department			2019-2020	2020-2021	2021-2022, Amended Budget	Prior 3 year Average	2022-2023 Proposed
1	Overtime	01-01-4810	$ 152.69	$ 131.22	$ 200.00	$ 161.30	$ 161.00
2	Overtime	01-02-4810	$ 329.75	$ 250.80	$ 114.31	$ 231.62	$ 232.00
3	Overtime	01-03-4810	$ 52,347.32	$ 53,800.99	$ 47,000.00	$ 51,049.44	$ 51,049.00
4	Overtime	01-06-4810	$ 286.22	$ -	$ 400.00	$ 228.74	$ 229.00
7	Overtime	01-07-4810	$ 1,018.99	$ 463.85	$ 3,891.14	$ 1,791.33	$ 1,791.00
8	Overtime	02-08-4810	$ 11,147.40	$ 9,193.54	$ 7,387.69	$ 9,242.88	$ 9,243.00
9	Overtime	02-09-4810	$ 15,696.68	$ 13,813.15	$ 6,299.80	$ 11,936.54	$ 11,937.00
10	Overtime	01-10-4810	$ 1,503.76	$ 630.02	$ 268.27	$ 800.68	$ 801.00
11	Overtime	03-11-4810	$ 164.86	$ -	$ 1,033.07	$ 399.31	$ 399.00

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CITY OF DIBOLL
Tax Rate, Debt Service
2022-2023 Budget Analysis

Debt Service Worksheet 2022-2023 ame of Taxing Unit: City of Diboll

Schedule A: Unencumbered Fund Balance - The following estimated balances will be left in the unit's property tax accounts at the end of the fiscal year. These will be paid from property tax revenues (or additional sales tax revenues, if applicable).

Fund Type	Balance	Fund Type	Balance
General Fund	650,000.00		
Debt Service Fund	50,000.00		

Schedule B: Debt Service - The unit plans to pay the following amounts for long-term debts that are secured by property taxes. These will be paid from property tax revenues (or additional sales tax revenues, if applicable).

Amount (if any) paid from Schedule A:	145,318.76
Amount (if any) paid from other resources:	593,416.80

Debt Description	Principal	Interest	Other Amount	Total
Series 2020, GO Refunding	95,000.00	50,018.76	300.00	145,318.76
Series 2019, GO Refunding	190,000.00	101,250.00	300.00	291,550.00
SIB LOAN	22,978.00	-	-	22,978.00
TWDB	105,000.00	63,749.50	300.00	169,049.50
PSI	-	109,839.30		109,839.30

Complete and return form to: Billie Page, Tax Assessor-Collector at bpage@angelinacounty.net 671-5100 Direct Line

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CITY OF DIBOLL
Outstanding Loans
2022-2023 Budget Analysis

PNCEF - Freightliner Fire Truck

Loan Data

Original Principal	$ 309,936.00
Loan Term (Years)	10
Annual Interest Rate	3.37%
Payments per Year	1
Payment	$36,315.53
Additional Principal	$0.00

LOAN NO. 188374000

Month	Payment	Interest	Principal	Balance	Due Date
0				309,936.00	2/10/2015
3	36,315.53	10,444.84	25,870.69	277,940.30	7/28/2015
4	36,315.53	9,366.59	26,948.94	250,991.36	7/28/2016
5	36,315.53	8,458.41	27,857.12	223,134.19	7/28/2017
6	36,315.53	7,519.62	28,795.91	194,338.28	7/28/2018
7	36,315.53	6,549.20	29,766.33	164,571.94	7/28/2019
8	36,315.53	5,546.08	30,769.45	133,802.49	7/28/2020
9	36,315.53	4,509.14	31,806.39	101,996.11	7/28/2021
10	36,315.53	3,437.27	32,878.26	69,117.85	7/28/2022
11	36,315.53	2,329.27	33,986.26	35,131.59	7/28/2023
12	36,315.53	1,183.94	35,131.59	(0.00)	7/28/2024

SIB LOAN

Loan Data

Original Principal	$ 225,000.00
Loan Term (Years)	10
Annual Interest Rate	0-.76%
Payments per Year	1
Payment	$22,978.00
Additional Principal	$0.00

Month	Payment	Interest	Principal	Balance	Due Date
0				225,000.00	4/23/2021
1	22,978.00	-	22,978.00	202,022.00	4/23/2022
2	22,978.00	-	22,978.00	179,044.00	4/23/2023
3	22,978.00	-	22,978.00	156,066.00	4/23/2024
4	22,978.05	1,186.10	21,791.95	134,274.05	4/23/2025
5	22,978.05	1,020.48	21,957.57	112,316.48	4/23/2026
6	22,978.05	853.61	22,124.44	90,192.04	4/23/2027
7	22,978.05	685.46	22,292.59	67,899.45	4/23/2028
8	22,978.05	516.04	22,462.01	45,437.44	4/23/2029
9	22,978.05	345.32	22,632.73	22,804.71	4/23/2030
10	22,978.05	173.34	22,804.71	-	4/23/2031

PSI LOAN

PAYMENT SCHEDULE

Principal Amount: $5,606,325
Interest Rate: 3.68%; 30/360 basis
Rental Payments will be made in accordance with **Section 9** and this Payment Schedule.

** To be paid from Escrow

Rental Payment Date	Total Rental Payment	Principal Portion	Interest Portion	Purchase Price*
06/01/2023	$ 190,839.30**	$ 0.00	$ 190,839.30	NPP
06/01/2024	369,302.76	162,990.00	206,312.76	NPP
06/01/2025	372,175.73	171,861.00	200,314.73	NPP
06/01/2026	377,937.24	183,947.00	193,990.24	NPP
06/01/2027	383,790.99	196,570.00	187,220.99	NPP
06/01/2028	389,738.22	209,751.00	179,987.22	NPP
06/01/2029	395,779.38	223,511.00	172,268.38	NPP
06/01/2030	401,917.18	237,874.00	164,043.18	NPP
06/01/2031	408,152.41	252,863.00	155,289.41	$4,046,297.16
06/01/2032	414,487.05	268,503.00	145,984.05	3,772,424.10
06/01/2033	414,921.14	278,818.00	136,103.14	3,488,029.74
06/01/2034	414,920.64	289,078.00	125,842.64	3,193,170.18
06/01/2035	414,920.57	299,716.00	115,204.57	2,887,459.86
06/01/2036	414,921.02	310,746.00	104,175.02	2,570,498.94
06/01/2037	414,920.57	322,181.00	92,739.57	2,241,874.32
06/01/2038	414,921.31	334,038.00	80,883.31	1,901,155.56
06/01/2039	414,920.71	346,330.00	68,590.71	1,547,898.96
06/01/2040	414,920.77	359,075.00	55,845.77	1,181,642.46
06/01/2041	414,920.81	372,289.00	42,631.81	801,907.68
06/01/2042	414,921.57	385,990.00	28,931.57	408,197.88
06/01/2043	414,921.14	400,194.00	14,727.14	0.00
Totals	$8,268,250.51	$5,606,325.00	$2,661,925.51	

GENERAL

Series 2020	Principal	Interest	Total Payment
2022-2023	$ 95,000.00	$ 50,018.75	$ 145,018.75
2023-2024	$ 100,000.00	$ 45,143.75	$ 145,143.75
2024-2025	$ 95,000.00	$ 40,268.75	$ 135,268.75
2025-2026	$ 100,000.00	$ 35,393.75	$ 135,393.75
2026-2027	$ 105,000.00	$ 30,268.75	$ 135,268.75
2027-2028	$ 110,000.00	$ 26,543.75	$ 136,543.75
2028-2029	$ 115,000.00	$ 24,293.75	$ 139,293.75
2029-2030	$ 120,000.00	$ 21,943.75	$ 141,943.75
2030-2031	$ 125,000.00	$ 19,493.75	$ 144,493.75
2031-2032	$ 125,000.00	$ 16,915.63	$ 141,915.63
2032-2033	$ 130,000.00	$ 14,206.25	$ 144,206.25
2033-2034	$ 130,000.00	$ 11,281.25	$ 141,281.25
2034-2035	$ 135,000.00	$ 8,134.38	$ 143,134.38
2035-2036	$ 135,000.00	$ 4,928.13	$ 139,928.13
2036-2037	$ 140,000.00	$ 1,662.50	$ 141,662.50

UTILITY

Series 2019	Principal	Interest	Total Payment
2022-2023	$ 200,000.00	$ 91,500.00	$ 291,500.00
2023-2024	$ 210,000.00	$ 81,250.00	$ 291,250.00
2024-2025	$ 225,000.00	$ 70,375.00	$ 295,375.00
2025-2026	$ 235,000.00	$ 58,875.00	$ 293,875.00
2026-2027	$ 245,000.00	$ 46,875.00	$ 291,875.00
2027-2028	$ 260,000.00	$ 34,250.00	$ 294,250.00
2028-2029	$ 270,000.00	$ 21,000.00	$ 291,000.00
2029-2030	$ 285,000.00	$ 7,125.00	$ 292,125.00

UTILITY

TWDB	Principal	Interest	Total Payment
2022-2023	$ 105,000.00	$ 63,749.50	$ 168,749.50
2023-2024	$ 110,000.00	$ 62,567.00	$ 172,567.00
2024-2025	$ 115,000.00	$ 61,329.50	$ 176,329.50
2025-2026	$ 115,000.00	$ 60,064.50	$ 175,064.50
2026-2027	$ 120,000.00	$ 58,772.00	$ 178,772.00
2027-2028	$ 120,000.00	$ 57,452.00	$ 177,452.00
2028-2029	$ 120,000.00	$ 56,132.00	$ 176,132.00
2029-2030	$ 120,000.00	$ 54,812.00	$ 174,812.00
2030-2031	$ 125,000.00	$ 53,464.50	$ 178,464.50
2031-2032	$ 125,000.00	$ 52,089.50	$ 177,089.50
2032-2033	$ 130,000.00	$ 50,687.00	$ 180,687.00
2033-2034	$ 130,000.00	$ 49,257.00	$ 179,257.00
2034-2035	$ 130,000.00	$ 47,794.50	$ 177,794.50
2035-2036	$ 135,000.00	$ 46,183.00	$ 181,183.00
2036-2037	$ 135,000.00	$ 44,367.25	$ 179,367.25
2037-2038	$ 135,000.00	$ 42,382.75	$ 177,382.75
2038-2039	$ 140,000.00	$ 40,209.00	$ 180,209.00
2039-2040	$ 140,000.00	$ 37,857.00	$ 177,857.00
2040-2041	$ 145,000.00	$ 35,333.75	$ 180,333.75
2041-2042	$ 145,000.00	$ 32,658.50	$ 177,658.50
2042-2043	$ 150,000.00	$ 29,833.00	$ 179,833.00
2043-2044	$ 150,000.00	$ 26,863.00	$ 176,863.00
2044-2045	$ 155,000.00	$ 23,751.25	$ 178,751.25
2045-2046	$ 160,000.00	$ 20,451.00	$ 180,451.00
2046-2047	$ 160,000.00	$ 17,035.00	$ 177,035.00
2047-2048	$ 165,000.00	$ 13,508.25	$ 178,508.25
2048-2049	$ 170,000.00	$ 9,814.50	$ 179,814.50
2049-2050	$ 175,000.00	$ 5,958.75	$ 180,958.75
2050-2051	$ 175,000.00	$ 1,995.00	$ 176,995.00

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City of Diboll
Fund Balance Policy Analysis

Fund No	Fund	Est 9/30/2022 Ending Fund Balance	Est Capital Assets	Adjusted FB	22-23 Expenditures	Reserv e %	Fund Balance Minimum	To cover Deficit Funds	Required FB to Cover	to/from Restricted Project Fund
1	General Fund	$ 1,085,063.17	$ -	$1,085,063.17	$3,527,263.51	25%	$ 881,815.88	$ 49,809.00	$ 931,624.88	$ 153,438.29
2	Water, Sewer &	$ 4,165,653.52	$3,881,660.00	$ 283,993.52	$2,215,141.73	16%	$ 354,422.68		$ 354,422.68	$ (70,429.16)
3	Recreation	$ (49,809.00)	$ -	$ (49,809.00)		0%				

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ORDINANCE 2022-09-004

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF DIBOLL, TEXAS ADOPTING THE DIBOLL MUNICIPAL OPERATING BUDGET FOR FISCAL YEAR 2022-2023

WHEREAS, heretofore an operating budget for the Fiscal Year of October 01, 2022 through September 30, 2023 has been prepared by the Finance Director and City Manager and submitted to the City Council; and

WHEREAS, the City Council has reviewed, commented, and made changes that were incorporated into the budget through a public workshop held July 13, 2022, as well as public hearings held August 9, 2022 and September 13, 2022; and

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

Section 1. The budget for Fiscal Year 2022-2023 is hereby approved.

Section 2. This ordinance shall be effective from October 1, 2022 through September 30, 2023.

PASSED AND APPROVED on this the 13th day of September 2022.

_____
Trey Wilkerson, Mayor

ATTEST BY:

_____
Rosa M. Olvera, City Secretary

STATE OF TEXAS §
ANGELINA COUNTY §
CITY OF DIBOLL §

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City of Diboll Volunteer Fire Department

2022 August Council Report

Aug 2nd

- Pledge
- Incident Reports
- Business meeting
- New members voted in, Marcus Moses - Blake Bass
- Discussion on new extrication tools
- Discussion on new handheld and truck radios

  Firemen present (11)

Aug 9th

- Pledge
- Incident reports
- Discussion on football games parking and emt's
- Motion was made by Grady Courtney 2nd by Darrell Roberts

  Old SCBA was donated to Chester VFD

  Fireman present (9)

Aug 16th

- Pledge
- Incident Reports
- Discussion for Diboll Day
- Training on new rescue jacks, cribbing
- Discussed new fire reports and members fire numbers

  Fireman present (8)

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City of Diboll Volunteer Fire Department

Aug 23rd

- Pledge
- Incident reports – none
- Replaced hose on 58
- Fire station clean up

Fireman Present (13)

Aug 30th

- Pledge
- Incident reports
- Ran all equipment on trucks
- Pumped water on Pappy

Fireman Present (10)

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City of Diboll Volunteer Fire Department

August Emergency Incidents (12)

Aug 1st 17:43

- **Call # 22006980**
  1020 Holubec st
  Tree stump on fire
  Out of City
  Trucks 54
  Diboll Fire personnel responded (4)
  505,522,535,536

Aug 2nd 20:30

- **Call # 22007010**
  12910 fm 1818
  Brush fire
  Out City
  Trucks 54,56,58
  Diboll Fire personnel responded (5)
  514,519,522,525,536

Aug 3rd 20:53

- **Call # 22007048**
  12910 fm 1818
  Fire 10/22
  Out of City
  Trucks 54
  Diboll Fire personnel responded (5)
  514,519,522,525,536

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City of Diboll Volunteer Fire Department

Aug 4th 13:30

- **Call # 22007099**
  South of 1987on 59
  Fire in median
  Trucks 54
  Out of City
  Diboll Fire personnel responded (5)
  514,515,519,522,525

Aug 4th 13:52

- **Call # 22007100**
  Piney creek
  Mutual aid to Corrigan
  Out of City
  Truck 54
  Diboll Fire personnel responded (5)
  514,515,519,522,525

Aug 4th

- **Call # 22007108**
  300 Park st
  Public service
  In City
  Truck 54
  Diboll Fire personnel responded (4)
  519,520,522,536

Aug 9th 12:39

- **Call # 22007202**
  287 @ polk co line
  Woods on fire
  Trucks 54,58,61,63
  Out of City
  Diboll Fire personnel responded (5)
  501,515,519,525,536

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City of Diboll Volunteer Fire Department

Aug 9th 23:00

- **Call # 22007209**
  59 south I mile out of city
  Car fire 10/22
  Out of city
  Diboll Fire personnel responded (7)
  515,519,520,522,533,535,536

Aug 10th 17:33

- **Call # 22007231**
  210 Largent Ln
  Powerline down small fire
  Out of city
  Trucks 63
  Diboll Fire personnel responded (1)
  536

Aug 14th 22:01

- **Call # 22007326**
  2204 fm 1818
  Car wreck
  Out of city
  Trucks 53
  Diboll Fire personnel responded (5)
  514,519,522,535,536

Aug 16th 8:40

- **Call # 22007370**
  1818 gas well
  Gas smell in area
  Out of city
  Trucks 54
  Diboll Fire personnel responded (5)
  505,513,515,522,536

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City of Diboll Volunteer Fire Department



Aug 24th 10:56

- **Call # 22007544**
  113 Hendrix st
  Alarm at pull station
  In city
  Diboll Fire personnel responded (6)
  505,515,522,525,535,536

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Diboll Police Department

Monthly Stats

August 2022

Calls for Service – **538**

Incident Reports – **74**

Accidents – **4**

Extra Patrols/Patrol Request – **66**

Traffic Stops **- 150**

Arrest Total – **23**

- Felony – **17**
- Misdemeanor – **6**

400 Kenley · P.O. Box 340 · Diboll, Texas 75941 · (936) 829-5586 · Fax (936) 829-5436 · gmunoz@cityofdiboll.com

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Project Updates

PSI

UCRM-1 City Hall/Safety Center: The roofing at City Hall is completed in the month of August. Siding/Paining to 30%. The siding at the end of August was 75% complete at City Hall. All of the siding material for both locations is stored onsite.

UCRM-2 SCADA Upgrades: Wastewater facility-HMI/Workstation, Wastewater Treatment Facility, Elevated Storage Tanks (2), Northside Pump Station and Ground Storage, Water Wells (5), Lift Stations (5)

UCRM-3 Lighting Upgrades:
Lighting to 40%. Although on the golf course installation is complete, the material for the full lighting project is onsite at 85%.

Urcm-4 HVAC/BAS Upgrades: Contractor approved and Inspections have started.

UCRM-5 Water Meter AMI: Neptune AMI Meter System
Time line has been moved back to March due to delay in meter production.

WWTP/TWBD

We are still working on the environmental clearance with TWDB. We spoke with them and they are backlogged. They are processing in the order received. While we are waiting, we are reaching out to venders to get updated budget quotes. 15% completed

ARPA

Surveying has been completed. KSA is working on the design model for the project. 15% completed

SSO PLAN

Start date will be the City FY2023 budget. 10% completed

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Department Projects

Diboll Day: Removed 9 stumps in Old Orchard Park. Cut low hanging tree limbs on parade route and hike and bike trail (3 miles). Edged and removed debris on hike and bike trail along parade route (2 miles). Delivered Diboll Day float to prison for repairs along with all supplies. Ordered new event signs and installation hardware. Ordered porta johns with wash stations and trash cans. 100% Completed

Installed washer/Dryer with plumbing and electrical at civic center. 100% completed

Old Orchard Park bridge: All decking and bracing have been replaced. 100% completed

#18 golf course bridge: The water line has started leaking in another spot. Repairs were delayed. We had to replace a 6-inch clay valve bypass in the pump house on the back nine. Then we replace a 1/12 sprinkler valve on the in the front nine pump house. Repairs to bridge scheduled after Diboll Day. 30% completed

Ditch excavation and culvert replacement:

Holubec Street- Removal of 6 culverts and re-set to grade. Excavate 900 feet of ditch line. 100% completed

Lawrence Street- Removal of 7 culverts and re-set to grade. Excavate 1310 feet of ditch line. Pending

Carter Street- After more inspection I feel the culverts will not be needed, We will level with foundation dirt and place 4-inch rip-rap to prevent further erosion. Pending

Cozy Circle - Removal of 6 culverts and re-set to grade. Excavate 410 feet of ditch line. Pending

OC Scott and Lynn- Benita Duffield asked me to look into the drainage issue at this location. It appears that Lynn St. catches all of the drainage from Ash St. and the housing authority. I suggest that we cut a ditch behind the houses on Lynn St. and try to divert the drainage toward Maynard. I would like to observe this area during the next heavy rainfall event. We want to make sure we capture the runoff at the highest point of entry onto the property affected. Pending

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Request Report

07/25/2022 - 09/06/2022

Request #	Request Date	Work Address/Location	Work Type	Description
558032356	9/6/2022	1401 Glass St	Meter - Turn On	New account.
558002393	9/6/2022	609 Eddins St	Other	4 manholes locate.
557981094	9/6/2022	402 rutland	Other	high water bill please check for leaks and get me a reading .
557906006	9/6/2022	1013 S. First St	Meter - Turn On	New account.
557428764	9/1/2022	1500 n hendrick a-4	Meter - Turn On	reconnect
556825172	8/30/2022	209 Hamner St.	Meter - Turn On	New account.
556820479	8/30/2022	1500 N. Hendrix C-3	Meter - Turn On	New account.
556810371	8/30/2022	415 Birdsong	Meter - Turn On	Reconnect water meter she paid fees.
556809288	8/30/2022	407 TEMPLE	Water leak	she said there is a water leak on the lot that is next door. there was a company installing cable and they believe that company might of hit a line.
556763802	8/30/2022	1401 Glass St.	Meter - Cut Off	Close water account.
556633120	8/30/2022	304 and 306 Pine	Other	New construction we need to know what he needs to pay to get new water and sewer service and also

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				the plumbers are there now and need to know where taps will be located please mark that for them.
556460562	8/29/2022	206 Devereaux St	Water leak	Reporting a water leak.
556458757	8/29/2022	212 Arrington St	Meter - Turn On	New account.
556393777	8/29/2022	3832 MockingBird	Meter - Turn On	RECONNCET samantha is on an agreement with her.
556310386	8/29/2022	205 Pine Valley RD	Meter - Cut Off	disconnect and lock meter this was on the disconnection list and some how they are using water.
556304249	8/29/2022	415 Birdsong	Meter - Cut Off	disconnect and lock meter this was on the disconnection list and some how they are using water.
556302805	8/29/2022	1013 s first	Meter - Cut Off	disconnect and lock meter this was on the disconnection list and some how they are using water.
556297029	8/29/2022	3832 MockingBird	Meter - Cut Off	disconnect and lock meter this was on the disconnection list and some how they are using water.
556004619	8/26/2022	302 Chandler St	Water leak	Water running.
555548676	8/24/2022	412 lynn	Meter - Turn On	reconnect

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555546149	8/24/2022	714 dennis	Meter - Turn On	reconnect
554932088	8/22/2022	709 Arrington Rd	Meter - Cut Off	Turn meter off she has a personal leak on her side but claims the meter is faulty because she can't see standing water outside.
554899598	8/22/2022	205 Hamner Street	Meter - Turn On	New account.
554898515	8/22/2022	1113 lynn st	Meter - Cut Off	cut off get reading
554889490	8/22/2022	604 Second St	Other	Culvert installation.
554888768	8/22/2022	904 N HENDRICK	General Maintenance/Repair	she wants ditch cleaned out she said it overflows when it rains.
554886241	8/22/2022	516 westchester	Other	she paid for sewer and water taps and is ready for installation.
554707185	8/22/2022	820 Wells St	Other	Meter cover replacement.
554665309	8/22/2022	N Hendrick	Other	she wants water meter located for their corporate office.Please flag it and let Maria or Lisa know.
554249076	8/18/2022	1500 N Hedrix Apt B?	Water leak	Reporting a leak.
554123087	8/18/2022	205 Dale	Water leak	There is a water leak in front of my house located on Dale Street. The ditch is wet by the mailbox. This is the city's water line.
554093846	8/18/2022	106 Frankens St	Meter - Turn On	New account.
553967857	8/17/2022	1408 Fairchild St	Water leak	Reporting a Leak

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553474009	8/16/2022	109 N Temple Dr	Water leak	Water leak.
553390979	8/16/2022	722 Dennis St	Water leak	Reporting a water leak.
553242608	8/15/2022	627 F.M. 1818	Other	Low pressure.
553112287	8/15/2022	675 F.M. 1818	Other	Low water pressure.
552376208	8/11/2022	600 Dennis St	Water leak	Reporting a water leak behind his house.
552287041	8/10/2022	900 WILLOW OAK	Meter - Cut Off	TURN OFF TO FIX LEAK. METER HAS A LEAK ON HER SIDE.
552248414	8/10/2022	111 Frankens	Other	there is a dead tree between two houses and would like to know who is responsible to remove this tree and if the city can remove It.
552094628	8/10/2022	504 westchester	Water leak	Please turn meter off to fix water leak also told him to get a personal shut off valve because we charge a fee.
551608000	8/8/2022	315 LOCUST	Water leak	he said there is water coming out of the meter to the road and would like to know if its on his or city side. said city went out there and left a door hanger, but i don't see a service order to verify.
551483816	8/8/2022	603 Second st.	Other	Tree limb fell on a cable line and doesn't know

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				who needs to be called out or if the city can remove the tree limb.
550946287	8/4/2022	700 Elm court Housing authority	Other	He Is reporting Milky water an water the water to get flused said he worked for city of lufkin along time ago and said there is way to much bleach in it.
550931125	8/4/2022	620 S Temple Dr	Other	He said when water dept. came out to fix the leak they broke the slab and was told that the city would fix it. He is calling becasue the house is for sale and that fixed.
550769397	8/4/2022	103 Frankens	Meter - Turn On	turn on get reading.
550056061	8/1/2022	103 Frankens	Meter - Cut Off	Cut off get reading.
550001550	8/1/2022	1304 S FIRST	Water leak	water on call came out on the weekend and wants to know if the water leak was on her side or city side. Also she said she has been using water but I can not see it on the system.
549997218	8/1/2022	210 N TEMPLE	Meter - Turn On	TURN METER ON NEW BUISNESS OWNER.
549987832	8/1/2022	611 S. Temple Dr	Meter - Turn On	New account.

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549485681	7/29/2022	210 N Temple	Meter - Cut Off	turn water off and get reading they are closed
549466909	7/29/2022	201 Rutland	Other	He said he spoke with the city manager a while ago about the manhole behind his house He said the hole is getting bigger. He wasn't able to tell me the name of the city manager. Can we send someone to check that out. Thank You.
549246338	7/28/2022	404 Birdsong	Sewer backup	sewer back he has been having issuses with the sewer for about 2 weeks ago, he said the city was out there working on something and was wondering if that has to do with that.
549169445	7/28/2022	604 N 2ND ST	Other	Line locates FROM INTERSECTION PINE VALLEY RD AND N 2ND IN DIBOLL, GO SOUTH ON NORTH 2ND TO LOCATION ON LEFT (EAST) JUST BEFORE C ST. TRENCH/INSTALL 120FT UG SVC FROM POLE FLN#7553-9065 TO METER ON

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				HOME. GPS TO POLE# 31.19096 -94.78436
548969451	7/27/2022	303 Hendrix St	Other	Sewer leak.
548816387	7/26/2022	675 FM 1818	Other	Reporting low pressure.
548635526	7/26/2022	522 Pine Valley Rd	Other	Reporting no water.
548238426	7/25/2022	716 Ashford	Street Maintenance	wants price on placement of new culvert and adding an additional culvert
548229401	7/25/2022	1112 Lawrence St	Meter - Turn On	New account.

Total Records: 59 **9/8/2022**

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Code Compliance

Monthly Report

August

Mail and Bank Deposit – Daily

Planning and Zoning – Residents on Box Factory, S First St and Mockingbird Lane. came in or called to request information on manufactured home. I let him know he would have to bring house plans and set backs of property alone with the Specific use permit fee.

New Construction Home Permit – 103 Magnolia Dr, 304 and 306 Pine Street

Certificate Of Occupancy – 504 Burke Axe'em Barber Studio.

Inspections – 402 Church Plumbing, Frame and Electrical all passed. Deer Trace entrance signs passed, 313 S Neil Pickett passed, 408 Birdsong Roof and Electrical passed. 304 and 306 Pine Street Rough plumbing passed. 1107 Red Oak Frame, Plumbing and Electrical rough passed.

Sign Permit – Deer Trace, Southside Bank,

Electrical Permit – 408 Birdsong, 313 S Neil Pickett

Plumbing Permit – 408 Birdsong, 313 S Neil Pickett

No Building Permit Violation – 408 Birdsong

Fence Permits – Redbud

Roof Permits – 408 Birdsong

Weed and Grass letter – Arrington Rd, Hall St, Thompson St, 4 on Hendrick St, N Temple back property, N Temple. Resent letters 2 on Lynn Street, Nogle Street

Received Mail – N Temple, 4 on S First, N Hendrick

Returned certified letters for weed and grass – Lynn St property ID 50125, 400 Rutland, Lynn Street property ID 48546

Quotes for Mowing Violation – 500 Arrington bush hog in bad shape $120. Corner lot at Lynn and Beech bush hog in bad shape $120.

Code Compliance – James Leftwich complained about junk being dumped on someone's property I did not see anything with names or addresses. Left another door hanger for 406 Hall Street to call me about junk and tall grass. Contacted N Hendrix about old snow cone stand tall grass. mowed 8/11/22. Contacted Church St

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to mow lawn 8/11/22. 111 Franken's called about a dead tree in between his and neighbor's house. Wanted to see if city could cut it down. I let him know that the tree is not the city's responsibility to cut I told him it will be between his and neighbor. I recommended to write a letter to the owner concerning the dead tree and to send certified mail with return receipt. Devereaux nobody home left door hanger to remove RV from public roadway. RV parked on Devereaux came in 8/18/22 let her know about city Ordinance 2021-08-0003 about parking. A person commits an offense if the person parks or stands or allows the parking or standing of a recreational vehicle on public property within a residential zone. Gave her 2 Days to remove RV. Church Street resident called about Street light out I gave information to Mirna. Health Department called about someone selling food in Diboll without a permit. I was given information and will look around to spot him. Westchester nobody home left door hanger about pile of tree limbs and hot tub that been there for months.

Livestock Complaint – S First Street measured where I had marked to make sure that they are compliant with new city ordnance 100 Feet. Also took pictures. Another complaint about livestock on Maynard and Stubblefield being less than 100FT I went out again and drew a map of footage at both locations. Both addresses are compliant.

Dog at large Citation – Saxton was warned 3 times about dogs at large called in by 2 different neighbors.

Dog Complaints – Devereaux dog running around neighborhood. Pinecrest resident called about an aggressive dog in her yard I went and found a Pitbull at the owner's house. I contacted him and put the dog into the backyard, dog was not aggressive when I approached him. Ballenger lady called about lose dog running around. Booker Street set trap for stray dog tearing up the neighborhood trash. Chandler St Resident called that her 2 dogs got out. I let her know that I would keep an eye out for them and would contact if found. 8/15/22 Cooper Street dog at large nobody home where dog was at left door hanger. Denman St lady called complain dog always chasing her and kids. I contacted owner and gave warning. Residents called about 2 dogs messing up trash I found and tried to catch 3 dogs, contacted owner for 2 dogs on Saxton. Daycare called 3 dogs at entrance jumping on people found one at end of booker 8/24/22. Found owner of another one gave warning same day. Daycare called again another dog at daycare 8/26/22 found dog on booker. PD called 8/26/22 morning dog bit a cat on dale. Found a dog in the area no owner. Booker resident called in about big dog running street found owner. Persimmon Street resident called about 2 pit bulls running streets found owner to restraint dogs. Ash street resident called about 2 dogs showed up and look very ill. 8/30/22 Cooper Street lady called again dogs are loose again. Went to dog's owner and let them know city ordnance dogs can not be at large.

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Dog Bite – Booker Street kid was trying to catch stary dog and got bit during catching him. Called out by PD 7:30pm we tried to catch but dog was under house. I set trap out and baited. Dog was inside trap next morning.

Cat Complaints – Red Oak,

Stray Dogs pick up – 1 Dog Devereaux, 1 Dog Booker St, 1 Dog Booker St, 2 Dog Booker St, 1 Dog Dale St, 2 Dogs Ash

Stray Cat pick up – Abandoned kitten

Armadillo – Deer Trace set out trap, Red Oak. Been few weeks have not caught anything at these locations.

Possum pick up - Red Oak

911 Addressing – Got with Teah with Angelina County to change addresses. 525 and 525 ½ Lynn St changed to 526 and 528 Lynn St. 1011 S First changed to 1012 S first St. 1013 S First St changed to 1014 S First St. 1401 S First changed to 1400 S First St. 200 S Hendrick no change. 610 N First St Apt # 1-7 Correction 615 N First St. 600 N First St Changed to 701 N First St. Sent letters to all addresses that were changed on 08/10/22.

Miscellaneous – Took back scissor lift to mustang CAT. Contacted Angelina County Waste Management for updated W-9 Received and sent to Sam Durham. Met Comet signs at Southside bank for new sign placement. Replaced the American and Texas flags at City Hall. 8/22/22 Helped donna set up table for Diboll Day. 8/26/22 Helped Donna set up at Civic Center. Painted Rosas office.

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Sam

DIBOLL, TX MUNICIPAL COURT

Fees and Fines Collection & Activity Report

As of August 31, 2022

LINEBARGER
ATTORNEYS AT LAW

Linebarger Goggan Blair & Sampson, LLP

PROPRIETARY AND CONFIDENTIAL INFORMATION

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Collections & Activity Summary

Collection Disposition Summary - August 2022	
Citations Assigned	131
Amount Assigned	$52,798
Citations Collected	50
Amount Collected	$17,419
Citations Cancelled	7
Amount Cancelled	$2,926
Citations Resolved	57
Amount Resolved	$20,345

Collection Disposition Summary - Contract to Date	
Citations Assigned	28,286
Amount Assigned	$9,735,687
Citations Adjusted	1,605
Amount Adjusted	($67,092)
Citations Collected	5,464
Amount Collected	$1,793,159
Citations Cancelled	1,020
Amount Cancelled	$360,094
Citations Resolved	6,484
Amount Resolved	$2,153,253
Dollar Resolution Rate	22.8%

Collection Activity - August 2022		
Letters		459
Address/Phone Updated		105
Phone Activity	Inbound	16
	Outbound	775

Collection Activity - Contract to Date		
Letters		59,408
Address/Phone Updated		12,007
Phone Activity	Inbound	3,862
	Outbound	201,226

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Status of Open Accounts

Status	Count	Amount
ACT - Active Account	21,522	$7,360,161
ATT - Attorney Contact Only	5	$1,437
DEC - Deceased No Estate Or Beyond Claim	110	$35,711
DIS - Disputed	20	$6,475
INC - Incarcerated	84	$27,650
PRM - Promise Payment	104	$34,276
REF - Refuse To Pay	11	$3,678
SKP - Skip Tracing for Phone	21	$6,960
SWC - Stop Work Per Client	162	$38,280
SWF - Stop Work Per Firm	1	$432
Total	**22,040**	**$7,515,060**

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Monthly Collection Activity
Last 24 Months

Year	Month	Letters Mailed	Address/Phone Updated	Phone Activity		Dollars Collected
				Inbound	Outbound	
2022	August	459	105	16	775	$17,419
	July	9	28	6	1,066	$18,665
	June	92	18	11	1,407	$26,432
	May	5	30	11	1,328	$30,224
	April	181	24	20	1,365	$67,268
	March	53	15	70	1,601	$25,600
	February	6,283	8	100	1,292	$27,011
	January	519	407	47	1,564	$12,779
2021	December	115	25	14	2,079	$26,162
	November	215	41	39	2,685	$43,323
	October	588	82	76	1,577	$0
	September	2,352	126	60	1,152	$24,620
	August	972	310	63	1,185	$21,128
	July	71	169	45	1,664	$34,447
	June	883	234	114	1,522	$78,143
	May	165	32	10	1,495	$0
	April	202	32	11	1,099	$108,963
	March	327	39	144	874	$26,018
	February	4,375	288	44	752	$21,216
	January	900	565	95	1,317	$14,323
2020	December	15	33	5	1,570	$19,928
	November	105	28	43	1,897	$26,412
	October	626	42	57	2,625	$21,766
	September	2,034	132	86	2,840	$30,871
	August	688	265	65	2,785	$28,443
Total*		**22,234**	**3,078**	**1,252**	**39,516**	**$751,161**

***Total Amounts noted represent the last 24 months & not contract to date.**

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Portfolio Analysis
Outstanding Placements

	Accounts	Dollars	Acct. Pct.	Dollar Pct.	Average Balance
ALL ACCOUNTS	22,040	$7,515,059.58	100.00%	100.00%	$340.97
ADDRESSES					
No Mailing Address	26	$8,751.70	0.12%	0.12%	$336.60
Returned Mail	2,630	$852,004.85	11.93%	11.34%	$323.96
Good Address	19,384	$6,654,303.03	87.95%	88.55%	$343.29
OFFENSE AGE					
One Year or Less	800	$318,696.40	3.63%	4.24%	$398.37
1-2 Years	1,618	$640,866.38	7.34%	8.53%	$396.09
2-3 Years	811	$325,795.05	3.68%	4.34%	$401.72
+3 Years	18,811	$6,229,701.75	85.35%	82.90%	$331.17
PLACEMENT AGE					
One Year or Less	1,488	$588,363.60	6.75%	7.83%	$395.41
1-2 Years	1,030	$410,299.57	4.67%	5.46%	$398.35
2-3 Years	2,002	$762,245.10	9.08%	10.14%	$380.74
+3 Years	17,520	$5,754,151.31	79.49%	76.57%	$328.43

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Offense Age of Placements
Last 13 Months

	2015 & PRIOR	2016	2017	2018	2019	2020	2021	2022	Total Placements
August 2022	-	-	-	-	-	-	-	131 100.00%	**131**
July 2022	-	-	-	-	-	1 0.25%	275 68.58%	125 31.17%	**401**
June 2022	-	-	-	-	-	-	-	-	**0**
May 2022	-	-	-	-	-	-	-	-	**0**
April 2022	-	-	-	-	-	-	79 100.00%	-	**79**
March 2022	-	-	-	-	-	-	261 96.31%	10 3.69%	**271**
February 2022	-	-	-	-	-	-	-	-	**0**
January 2022	-	-	-	-	-	-	-	-	**0**
December 2021	-	-	-	-	-	-	28 100.00%	-	**28**
November 2021	-	-	-	-	-	-	152 100.00%	-	**152**
October 2021	-	-	-	-	-	-	275 100.00%	-	**275**
September 2021	-	-	-	-	-	-	233 100.00%	-	**233**
August 2021	-	-	-	-	-	1 0.33%	301 99.67%	-	**302**

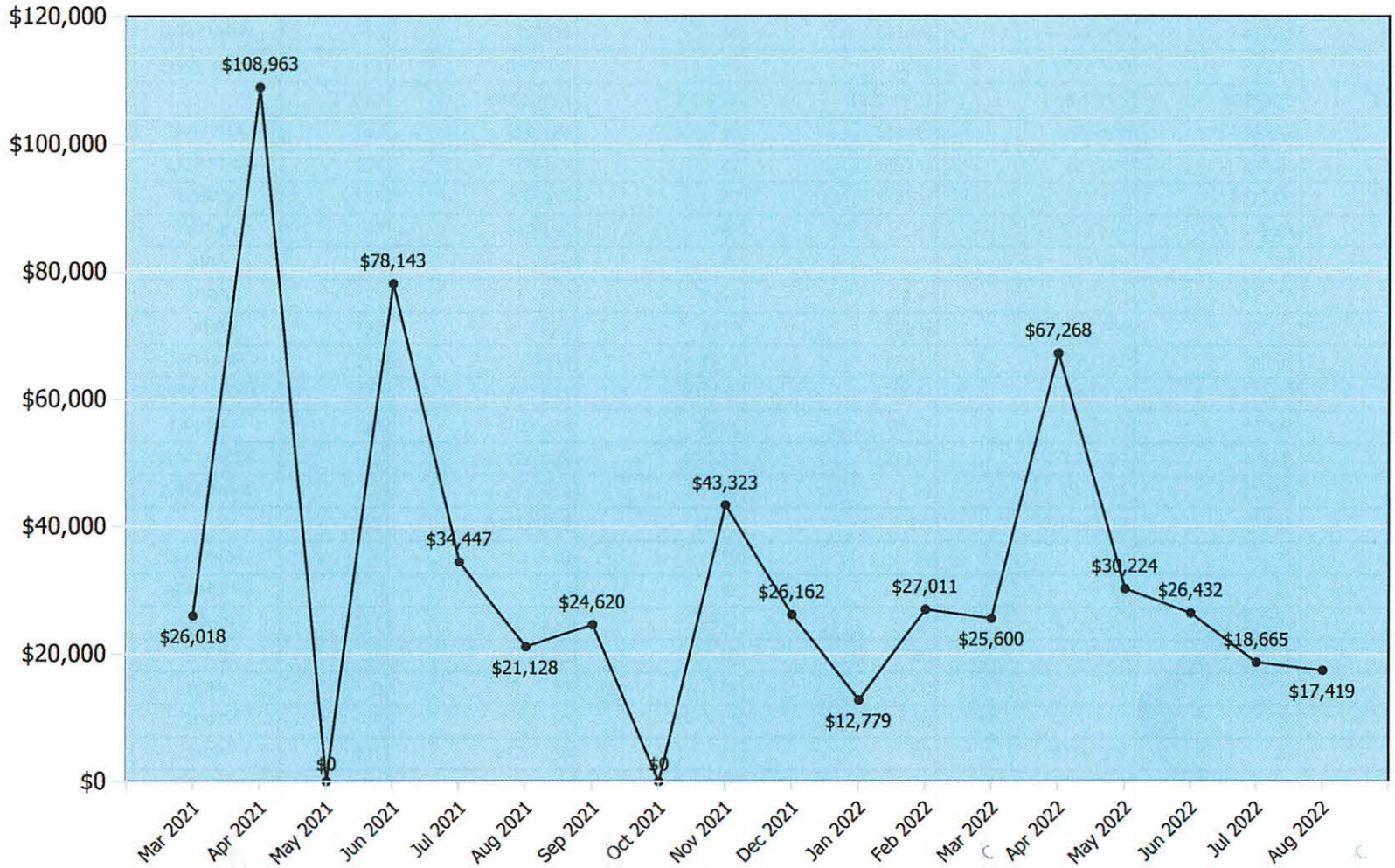
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Placement Activity Summary
Contract to Date

Year	Month	Count #	Orig Placement $	Cancelled $	Adjustment $	Net Placement $	Collected $	Collected %
	August	131	$52,798	$0	$0	$52,798	$0	0.00%
	July	401	$158,509	$0	$0	$158,509	$0	0.00%
	June	0	$0	$0	$0	$0	$0	0.00%
	May	0	$0	$0	$0	$0	$0	0.00%
	April	79	$31,857	$0	$0	$31,857	$828	2.60%
	March	271	$107,470	$926	$0	$106,544	$3,119	2.93%
	February	0	$0	$0	$0	$0	$0	0.00%
	January	0	$0	$0	$0	$0	$0	0.00%
2022 Summary		**882**	**$350,633**	**$926**	**$0**	**$349,708**	**$3,947**	**1.13%**
	December	28	$10,825	$0	$0	$10,825	$1,240	11.46%
	November	152	$59,088	$1,218	($516)	$57,353	$5,287	9.22%
	October	275	$108,759	$371	($65)	$108,323	$6,749	6.23%
	September	233	$92,817	$1,140	($808)	$90,870	$11,493	12.65%
	August	302	$121,429	$516	($347)	$120,566	$9,892	8.20%
	July	186	$73,659	$438	($559)	$72,663	$5,115	7.04%
	June	7	$2,955	$438	$30	$2,547	$1,519	59.65%
	May	8	$3,154	$0	$0	$3,154	$0	0.00%
	April	45	$18,702	$0	$0	$18,702	$402	2.15%
	March	238	$95,372	$0	($222)	$95,150	$11,004	11.56%
	February	134	$54,116	$0	($212)	$53,904	$5,720	10.61%
	January	141	$56,151	$0	($746)	$55,405	$10,530	19.00%
2021 Summary		**1,749**	**$697,027**	**$4,121**	**($3,445)**	**$689,462**	**$68,950**	**10.00%**
	December	47	$19,170	$0	$30	$19,200	$2,512	13.08%
	November	17	$6,828	$0	($198)	$6,629	$2,731	41.19%
	October	26	$10,241	$0	$50	$10,291	$434	4.21%
	September	5	$1,946	$0	$0	$1,946	$0	0.00%
	August	149	$59,271	$1,123	($915)	$57,233	$12,548	21.93%
2020 Summary		**1,370**	**$533,385**	**$11,570**	**($4,671)**	**$517,144**	**$99,150**	**19.17%**
2019 Summary		**2,114**	**$792,156**	**$15,878**	**($8,653)**	**$767,626**	**$171,869**	**22.39%**
2018 Summary		**878**	**$331,523**	**$11,427**	**($3,333)**	**$316,763**	**$95,268**	**30.08%**
2017 Summary		**21,293**	**$7,030,961**	**$316,172**	**($46,990)**	**$6,667,799**	**$1,353,975**	**20.31%**

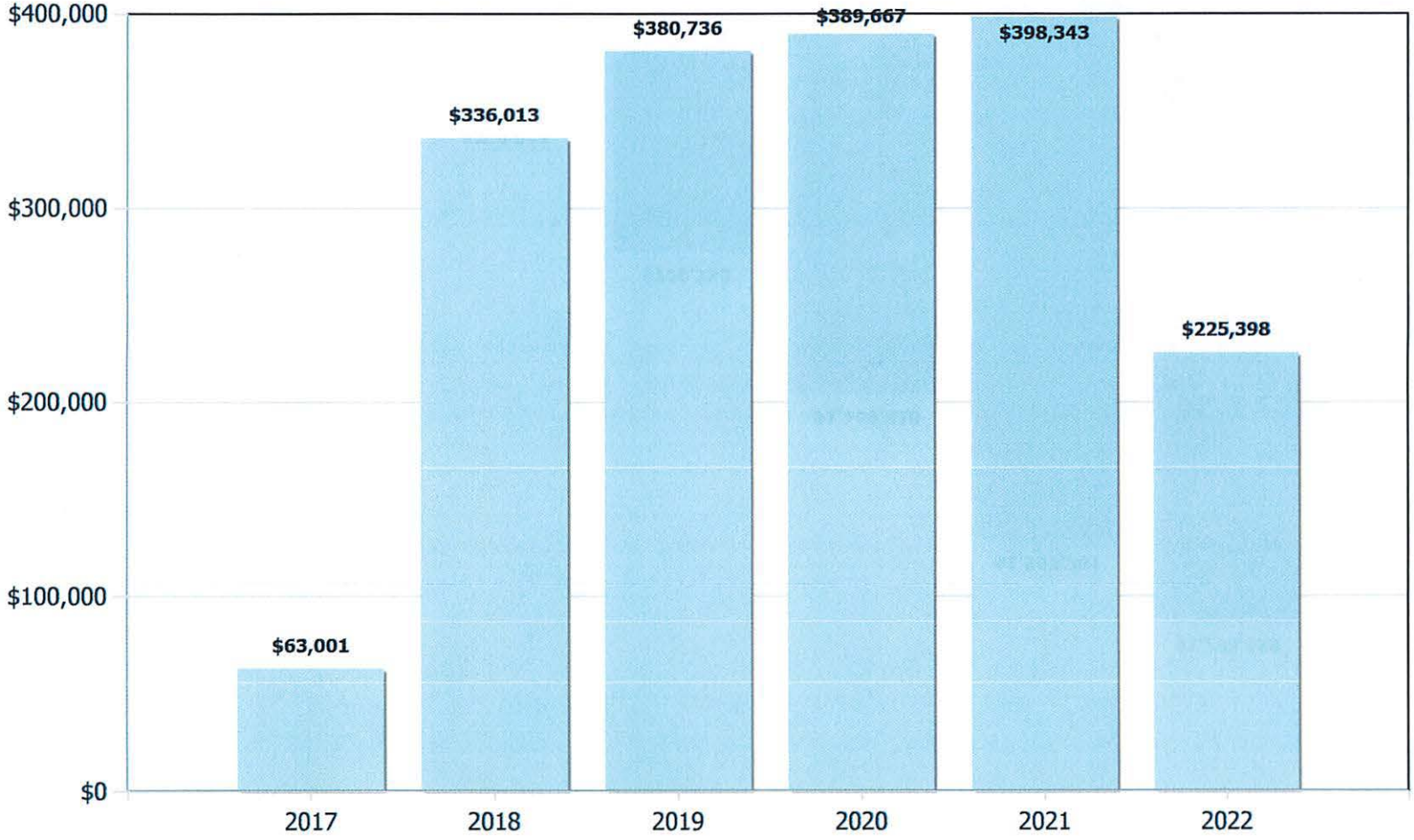
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Monthly Collections
Last 18 Months



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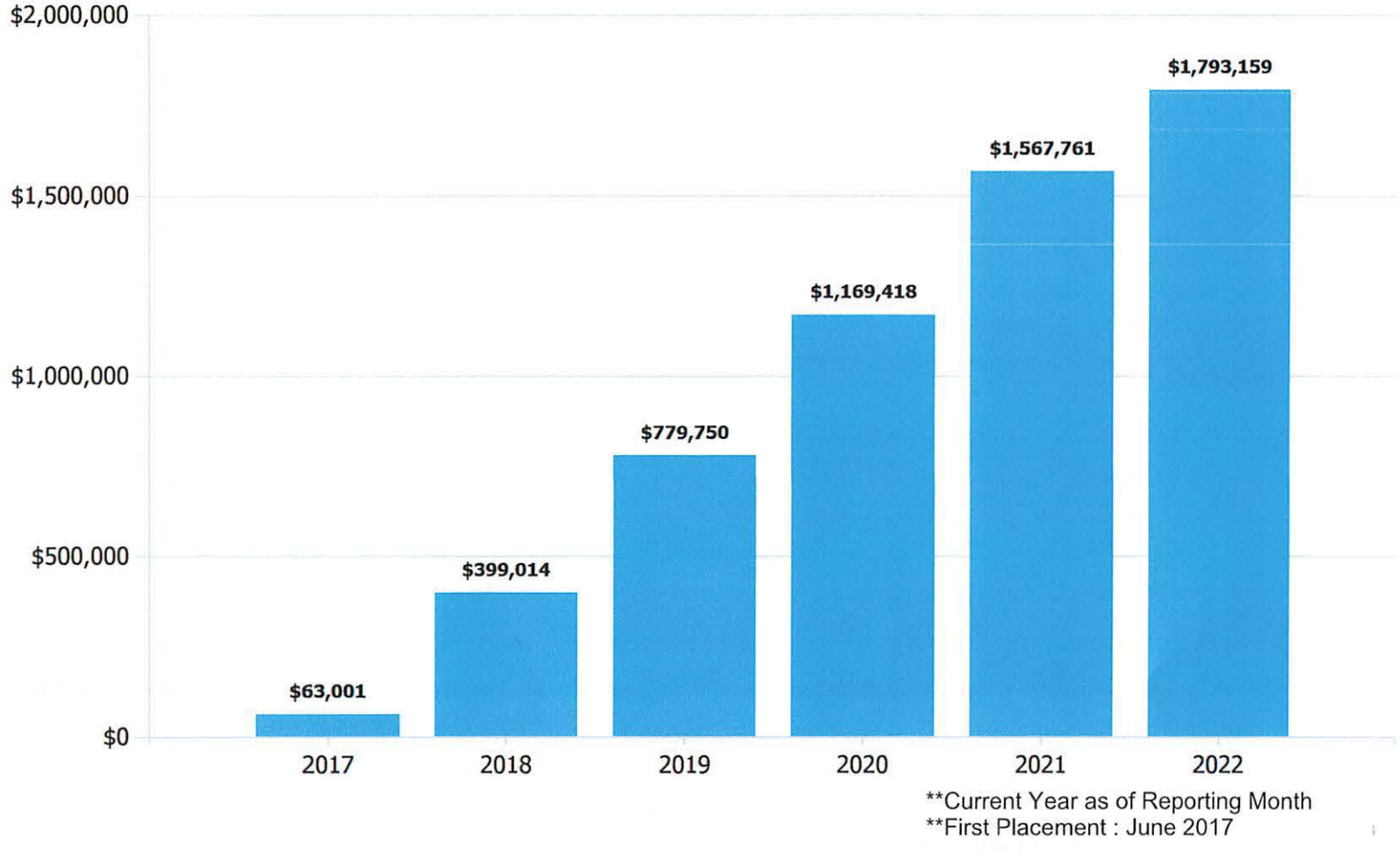
Delinquent Court Fees & Fines Annual Collections
Last 6 Years



***Current Year as of Reporting Month
***First Placement : June 2017

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Delinquent Fees & Fines Cumulative Collections



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MINUTES OF THE GOVERNING BODY OF THE CITY OF DIBOLL, TEXAS REGULAR SESSION MEETING ON TUESDAY, SEPTEMBER 13, 2022, AT 5:15 P.M., IN THE DIBOLL CITY HALL CHAMBERS.

COUNCIL PRESENT

Mayor Trey Wilkerson, Mayor Pro Tem Daniel Lopez, Councilmembers Benita Sheffield Duffield, Brian Moreno, Luis Maldonado, Ray Williams, Jr. and Ruben Terrazas.

COUNCIL ABSENT

None

STAFF PRESENT

City Manager Jason A. Arnold, City Secretary Rosa Olvera, Chief of Police Michael Skillern, Public Works Director Joshua Richard, Code Compliance Official Tino Lopez and Fire Chief Aaron Smith.

Call to Order: Mayor Trey Wilkerson called the meeting to order at 5:15p.m.

Mayor Wilkerson gave the invocation, then led the Pledge of Allegiance which was recited by those in attendance.

CITIZENS PRESENTATION: (Limited to 3 minutes)
This item provides the opportunity to address the City Council on any matter whether or not it is posted on the agenda. However, in accordance with the Texas Open Meetings Act, Section 551.041, the Council cannot discuss, deliberate, or take any action on matters not listed on the agenda. At this time, the Council will receive citizen comments, and if necessary, may refer the matter to City staff for research, resolution, or referral to Council on a future agenda.

Public Participation: NONE

Item #1: CONSENT AGENDA: All matters listed under Consent Agenda are considered to be routine by the City Council and will be enacted by one motion. There will not be separate discussion. If discussion is desired, that item will be removed from the consent agenda and will be considered separately. Consider approval of the following reports:

a. Minutes from August 9, 2022, Regular Session Meeting
b. Financial Statement for August 2022
c. 12-Month Attendance Record for August 2022

Luis Maldonado made the motion to approve and Daniel Lopez second.
All in Favor, none opposed, motion carries.

Item #2: Oath of office administered to newly hired Police Officer.

Chief Skillern introduced Officer Ray and Officer Simpson and Mayor Trey Wilkerson administered the Oath of Office.

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Item #3: Consideration and possible action to approve Resolution 2022-09-001, grant application for the Community Threat Rapid Response.

Ray Williams made the motion to approve and Luis Maldonado second.
All in Favor, none opposed, motion carries.

Item #4: Consideration and possible action to approve Resolution 2022-09-002, construction of Disc Golf Course in Old Orchard Park.

Steven Nash made an informational presentation regarding the Disc Golf Course plans.
Ray Williams made the motion to approve and Brian Moreno second.
All in Favor, none opposed, motion carries.

Item #5: Consideration and possible action to approve Animal Control Ordinance 2022-09-001.

Daniel Lopez made the motion to approve and Ruben Terrazas second.
All in Favor, none opposed, motion carries.

Item #6: Consideration and possible action to approve City of Diboll Parks User Agreement Policy for Travel/Select Teams.

Brian Moreno made the motion to approve and Ray Williams second.
All in Favor, none opposed, motion carries.

Item #7: Consideration and possible action to adopt Ordinance 2022-09-002, approving and documenting a revised 2021 fee schedules, combining all categories of fees, for the City of Diboll.

Brian Moreno made the motion to approve and Daniel Lopez second.
All in Favor, none opposed, motion carries.

Item #8: Consideration and possible action to approve Ordinance 2022-09-003 for the sixth amendment to the 2021-2022 Operating Budget.

Brian Moreno made the motion to approve and Ray Williams second.
All in Favor, none opposed, motion carries.

Item #9: Discussion of lease agreement of Neches Pines Golf Course ending December 31, 2022.

Council discussed the current agreement and requested a few clarifications be included in the renewal agreement.

Item #10: PUBLIC HEARING – Second Reading of the Proposed 2022-2023 Fiscal Year Operating Budget for the City of Diboll.

Public Participation: NONE

Item #11: Consideration and possible action to adopt Ordinance 2022-09-004, approving proposed 2022-2023 Fiscal Year Operating Budget.

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Brian Moreno made the motion to approve and Daniel Lopez second.
All in Favor, none opposed, motion carries.

Item #12: DEPARTMENT HEAD REPORTS

a. Fire Department Report
b. Police Department Report
c. Public Works Report
d. Code Compliance Report
e. Finance & Court Report
f. City Manager Report

Adjournment

Mayor Wilkerson called to adjourn at 6:01p.m.

Minutes of the September 13, 2022 Regular Session Meeting approved by council on this the 11th day of October, 2022.

Trey Wilkerson, Mayor

ATTEST BY:

Rosa M. Olvera, City Secretary

STATE OF TEXAS §
ANGELINA COUNTY §
CITY OF DIBOLL §

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NOTICE OF MEETING
OF THE
CITY OF DIBOLL CITY COUNCIL

The City Council will meet in a regular session meeting in the City Hall Council Chambers, located at 400 Kenley, Diboll, Texas, on Tuesday, October 11, 2022, at 5:15p.m.

Call to Order

Invocation

Pledge of Allegiance

CITIZENS PRESENTATION: (Limited to 3 minutes)
This item provides the opportunity to address the City Council on any matter whether or not it is posted on the agenda. However, in accordance with the Texas Open Meetings Act, Section 551.041, the Council cannot discuss, deliberate, or take any action on matters not listed on the agenda. At this time, the Council will receive citizen comments, and if necessary, may refer the matter to City staff for research, resolution, or referral to Council on a future agenda.

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a. Minutes from September 13, 2022, Regular Session Meeting
b. Financial Statement for September 2022
c. 12-Month Attendance Record for September 2022

Item #2: Consideration and possible action to approve Resolution 2022-10-001 denying Oncor Electric Delivery Company LLC's application to increase rates.

Item #3: DEPARTMENT HEAD REPORTS

a. Fire Department Report
b. Police Department Report
c. Public Works Report
d. Code Compliance Report
e. Finance & Court Report
f. City Manager Report

Adjournment

Note: Mayor and Council Reports on Items of Community Interest- Pursuant to Texas Government Code Section 551.0415 the City Council may report on the following items (1) expression of thanks, congratulations, or condolences; (2) information about holiday schedules; (3) recognition of individuals; (4) reminders about upcoming City Council events; (5) information about community events; (6) announcements involving imminent threat to public health and safety.

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I certify that this Notice of Meeting was posted in a glass-enclosed case in front of City Hall at 400 Kenley Street, Diboll, Texas, and available for viewing by the public prior to 5:15 p.m. on October 7, 2022, as well as at the City's website.

Rosa M. Olvera

Rosa M. Olvera - City Secretary
Posted: 9/30/2022



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Mayor Wilkerson called to adjourn at 6:01p.m.

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_____
Trey Wilkerson, Mayor

ATTEST BY:

_____
Rosa M. Olvera, City Secretary

STATE OF TEXAS §
ANGELINA COUNTY §
CITY OF DIBOLL §

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City of Diboll
Financial Statement
As of September 30, 2022

10/3/2022 9:12 AM

01 - General Fund	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Revenue Summary							
Licenses & Permits	369.00	12,295.67	(11,926.67)	26,310.97	25,849.99	101.78%	(460.98)
Fines and Fees	25,448.16	(54,754.10)	80,202.26	394,977.33	391,826.38	100.80%	(3,150.95)
Franchise Tax	7,079.14	8,333.37	(1,254.23)	354,881.56	375,000.00	94.64%	20,118.44
Property Tax	2,573.15	143,811.98	(141,238.83)	1,304,847.66	1,301,796.44	100.23%	(3,051.22)
Sales Tax	131,195.77	167,636.03	(36,440.26)	850,872.55	744,676.78	114.26%	(106,195.77)
Interest	423.56	760.38	(336.82)	4,649.81	3,363.33	138.25%	(1,286.48)
Charges for Service	500.00	6,866.63	(6,366.63)	12,750.00	12,250.00	104.08%	(500.00)
Miscellaneous	63,263.28	12,318.65	50,944.63	145,015.94	71,718.20	202.20%	(73,297.74)
Contributions & Grants	27,125.00	17,225.00	9,900.00	27,125.00	38,925.00	69.69%	11,800.00
Donations	0.00	300.00	(300.00)	300.00	300.00	100.00%	0.00
Revenue Totals	257,977.06	314,793.61	(56,816.55)	3,121,730.82	2,965,706.12	105.26%	(156,024.70)
Expense Summary							
Insurance	0.00	5,737.08	(5,737.08)	65,898.20	65,898.19	100.00%	(0.01)
Fines & Fees	0.00	(73.63)	73.63	259.49	260.00	99.80%	0.51
Administrative	25,399.99	107,659.04	(82,259.05)	306,590.28	447,864.73	68.46%	141,274.45
Capital Purchase	0.00	10,885.63	(10,885.63)	97,617.42	106,000.00	92.09%	8,382.58
Contractual & Professional Services	8,518.44	7,872.92	645.52	197,820.37	200,887.53	98.47%	3,067.16
Intergov't Contracts	1,750.00	4,679.23	(2,929.23)	49,826.44	49,826.53	100.00%	0.09
Project Expense	33,656.56	16,400.00	17,256.56	34,380.52	50,000.00	68.76%	15,619.48
Utility	6,555.63	5,262.13	1,293.50	75,363.24	80,821.07	93.25%	5,457.83
Repairs & Maintenance	25,023.50	24,078.72	944.78	173,174.19	165,006.80	104.95%	(8,167.39)
Materials & Supplies	24,937.75	23,003.38	1,934.37	182,176.94	174,532.82	104.38%	(7,644.12)
Miscellaneous	192.97	688.20	(495.23)	2,747.38	2,013.58	136.44%	(733.80)
Payroll Expense	155,660.21	99,560.22	56,099.99	2,003,154.47	2,074,651.28	96.55%	71,496.81
Personnel	5,174.40	3,311.79	1,862.61	29,017.78	27,523.32	105.43%	(1,494.46)
Transfers	(127,808.73)	(43,964.84)	(83,843.89)	(551,744.59)	(550,744.59)	100.18%	1,000.00
Grant Expense	0.00	13,425.00	(13,425.00)	35,125.00	35,125.00	100.00%	0.00
Expense Totals	159,060.72	278,524.87	(119,464.15)	2,701,407.13	2,929,666.26	92.21%	228,259.13

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City of Diboll
Financial Statement
As of September 30, 2022

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02 - Utility Fund	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Revenue Summary							
Charges for Service	492,828.80	157,991.55	334,837.25	2,721,460.87	2,623,250.06	103.74%	(98,210.81)
Miscellaneous	2,136.04	2,853.95	(717.91)	7,857.96	5,621.92	139.77%	(2,236.04)
Penalties & Interest	13,519.71	4,942.50	8,577.21	171,381.93	30,250.00	566.55%	(141,131.93)
Fines and Fees	293.78	1,259.56	(965.78)	2,877.64	2,560.91	112.37%	(316.73)
Interest	0.00	2,084.21	(2,084.21)	89,567.29	2,400.00	3731.97%	(87,167.29)
Revenue Totals	508,778.33	169,131.77	339,646.56	2,993,145.69	2,664,082.89	112.35%	(329,062.80)
Expense Summary							
Insurance	0.00	2,035.97	(2,035.97)	25,081.89	25,081.89	100.00%	0.00
Administrative	1,998.56	14,082.04	(12,083.48)	55,118.47	53,961.46	102.14%	(1,157.01)
Contractual & Professional Services	78,070.54	78,259.41	(188.87)	863,240.03	839,404.27	102.84%	(23,835.76)
Utility	12,191.06	(134.15)	12,325.21	133,691.39	133,345.00	100.26%	(346.39)
Repairs & Maintenance	5,983.18	17,431.30	(11,448.12)	163,587.97	198,500.00	82.41%	34,912.03
Materials & Supplies	19,963.87	22,776.87	(2,813.00)	178,155.21	165,910.00	107.38%	(12,245.21)
Payroll Expense	40,902.55	19,042.96	21,859.59	476,078.51	484,270.18	98.31%	8,191.67
Personnel	137.00	(3,624.69)	3,761.69	3,602.78	3,475.20	103.67%	(127.58)
Note Expense	0.00	2,869.76	(2,869.76)	34,437.78	34,437.78	100.00%	0.00
Fines & Fees	0.00	175.23	(175.23)	7,814.24	7,950.00	98.29%	135.76
Capital Purchase	0.00	6,633.59	(6,633.59)	53,861.90	69,136.48	77.91%	15,274.58
Intergov't Contracts	484.42	(1,166.63)	1,651.05	8,696.66	19,500.00	44.60%	10,803.34
Transfers	(92,300.00)	17,527.83	(109,827.83)	644,338.52	634,323.04	101.58%	(10,015.48)
Expense Totals	67,431.18	175,909.49	(108,478.31)	2,647,705.35	2,669,295.30	99.19%	21,589.95

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City of Diboll
Financial Statement
As of September 30, 2022

10/3/2022 9:12 AM

03 - Recreation Fund	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Revenue Summary							
Fines and Fees	0.00	49.80	(49.80)	69.00	69.00	100.00%	0.00
Rentals & Leases	6,427.00	6,639.67	(212.67)	57,808.38	58,850.00	98.23%	1,041.62
Charges for Service	135.00	0.00	135.00	423.92	0.00	0.00%	(423.92)
Revenue Totals	6,562.00	6,689.47	(127.47)	58,301.30	58,919.00	98.95%	617.70
Expense Summary							
Insurance	0.00	48.59	(48.59)	600.13	600.13	100.00%	0.00
Administrative	112.40	(1,176.25)	1,288.65	1,355.10	1,500.00	90.34%	144.90
Contractual & Professional Services	140.00	(2,942.43)	3,082.43	1,836.90	1,850.00	99.29%	13.10
Utility	6,602.54	5,339.60	1,262.94	56,044.51	54,685.00	102.49%	(1,359.51)
Repairs & Maintenance	518.79	(2,998.09)	3,516.88	14,703.72	14,193.65	103.59%	(510.07)
Materials & Supplies	0.00	1.63	(1.63)	299.97	300.00	99.99%	0.03
Payroll Expense	2,796.88	3,990.72	(1,193.84)	38,472.73	41,833.05	91.97%	3,360.32
Transfers	28,090.61	3,586.50	24,504.11	(58,689.39)	(58,689.39)	100.00%	0.00
Expense Totals	38,261.22	5,850.27	32,410.95	54,623.67	56,272.44	97.07%	1,648.77

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City of Diboll
Financial Statement
As of September 30, 2022

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04 - Equipment Fund	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Expense Summary							
Transfers	0.00	1,916.63	(1,916.63)	23,000.00	23,000.00	100.00%	0.00
Expense Totals	0.00	1,916.63	(1,916.63)	23,000.00	23,000.00	100.00%	0.00

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City of Diboll
Financial Statement
As of September 30, 2022

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05 - Restricted Fund	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Revenue Summary							
Miscellaneous	372.00	(206.72)	578.72	738.40	366.40	201.53%	(372.00)
Donations	0.00	180.00	(180.00)	900.00	900.00	100.00%	0.00
Contributions & Grants	0.00	69,325.00	(69,325.00)	171,900.00	171,900.00	100.00%	0.00
Revenue Totals	372.00	69,298.28	(68,926.28)	173,538.40	173,166.40	100.21%	(372.00)
Expense Summary							
Grant Expense	6,022.12	11,779.54	(5,757.42)	55,235.34	84,172.70	65.62%	28,937.36
Project Expense	0.00	(8.51)	8.51	(516.75)	1,299.11	(39.78%)	1,815.86
Miscellaneous	107.70	73.28	34.42	107.70	366.40	29.39%	258.70
Transfers	0.00	7,445.64	(7,445.64)	0.00	37,228.19	0.00%	37,228.19
Expense Totals	6,129.82	19,289.95	(13,160.13)	54,826.29	123,066.40	44.55%	68,240.11

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City of Diboll
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As of September 30, 2022

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06 - Hotel/Motel Tax Fund	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Revenue Summary							
Hotel Motel Tax	0.00	2,687.97	(2,687.97)	21,021.34	21,021.34	100.00%	0.00
Revenue Totals	0.00	2,687.97	(2,687.97)	21,021.34	21,021.34	100.00%	0.00
Expense Summary							
Administrative	0.00	(466.63)	466.63	0.00	0.00	0.00%	0.00
Transfers	0.00	4,167.66	(4,167.66)	30,420.00	34,240.00	88.84%	3,820.00
Expense Totals	0.00	3,701.03	(3,701.03)	30,420.00	34,240.00	88.84%	3,820.00

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City of Diboll
Financial Statement
As of September 30, 2022

10/3/2022 9:12 AM

07 - Seized Fund	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Revenue Summary							
Interest	0.51	1.85	(1.34)	5.07	4.06	124.88%	(1.01)
Revenue Totals	0.51	1.85	(1.34)	5.07	4.06	124.88%	(1.01)
Expense Summary							
Transfers	0.00	940.63	(940.63)	7,525.00	7,525.00	100.00%	0.00
Expense Totals	0.00	940.63	(940.63)	7,525.00	7,525.00	100.00%	0.00

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City of Diboll
Financial Statement
As of September 30, 2022

10/3/2022 9:12 AM

09 - MC Security Fund	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Revenue Summary							
Fines and Fees	606.90	3,771.85	(3,164.95)	10,610.87	9,911.22	107.06%	(699.65)
Contributions & Grants	0.00	(6,480.00)	6,480.00	0.00	10,800.00	0.00%	10,800.00
Revenue Totals	606.90	(2,708.15)	3,315.05	10,610.87	20,711.22	51.23%	10,100.35
Expense Summary							
Grant Expense	0.00	(4,785.45)	4,785.45	0.00	0.00	0.00%	0.00
Utility	0.00	(1,991.50)	1,991.50	20,674.29	20,674.29	100.00%	0.00
Transfers	15,345.64	3,485.76	11,859.88	20,345.64	20,345.64	100.00%	0.00
Expense Totals	15,345.64	(3,291.19)	18,636.83	41,019.93	41,019.93	100.00%	0.00

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City of Diboll
Financial Statement
As of September 30, 2022

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10 - MC Tech Fund	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Revenue Summary							
Fines and Fees	544.83	3,351.53	(2,806.70)	9,488.01	8,851.53	107.19%	(636.48)
Revenue Totals	544.83	3,351.53	(2,806.70)	9,488.01	8,851.53	107.19%	(636.48)
Expense Summary							
Utility	363.73	(756.08)	1,119.81	3,937.45	3,598.72	109.41%	(338.73)
Materials & Supplies	0.00	277.73	(277.73)	0.00	3,055.00	0.00%	3,055.00
Transfers	3,680.00	7,011.43	(3,331.43)	27,000.00	27,000.00	100.00%	0.00
Expense Totals	4,043.73	6,533.08	(2,489.35)	30,937.45	33,653.72	91.93%	2,716.27

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11 - PEG Fund	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Revenue Summary							
Franchise Tax	0.00	1,134.60	(1,134.60)	4,342.97	4,342.97	100.00%	0.00
Revenue Totals	0.00	1,134.60	(1,134.60)	4,342.97	4,342.97	100.00%	0.00

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12 - Red Light Fund	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Revenue Summary							
Interest	11.28	41.56	(30.28)	101.69	79.03	128.67%	(22.66)
Revenue Totals	11.28	41.56	(30.28)	101.69	79.03	128.67%	(22.66)
Expense Summary							
Transfers	0.00	2,272.73	(2,272.73)	25,000.00	25,000.00	100.00%	0.00
Expense Totals	0.00	2,272.73	(2,272.73)	25,000.00	25,000.00	100.00%	0.00

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13 - Debt Service Fund	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Revenue Summary							
Property Tax	388.86	14,960.74	(14,571.88)	139,204.94	138,757.11	100.32%	(447.83)
Interest	34.38	0.00	34.38	228.95	0.00	0.00%	(228.95)
Revenue Totals	423.24	14,960.74	(14,537.50)	139,433.89	138,757.11	100.49%	(676.78)
Expense Summary							
Bond Expense	0.00	39,187.74	(39,187.74)	484,553.28	484,553.28	100.00%	0.00
Fines & Fees	0.00	60.87	(60.87)	717.37	450.00	159.42%	(267.37)
Transfers	8,994.64	(25,997.15)	34,991.79	(369,233.36)	(369,018.78)	100.06%	214.58
Note Expense	0.00	1,914.87	(1,914.87)	22,978.00	22,978.00	100.00%	0.00
Expense Totals	8,994.64	15,166.33	(6,171.69)	139,015.29	138,962.50	100.04%	(52.79)

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14 - Endowment Fund	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Revenue Summary							
Interest	0.00	813.15	(813.15)	0.00	7,750.55	0.00%	7,750.55
Not Categorized	0.00	0.00	0.00	6,168.34	0.00	0.00%	(6,168.34)
Revenue Totals	0.00	813.15	(813.15)	6,168.34	7,750.55	79.59%	1,582.21
Expense Summary							
Transfers	0.00	813.15	(813.15)	(125,000.00)	7,750.55	(1612.79%)	132,750.55
Expense Totals	0.00	813.15	(813.15)	(125,000.00)	7,750.55	-1,612.79%	132,750.55

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15 - Road Maintenance Fund	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Expense Summary							
Repairs & Maintenance	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
Transfers	0.00	1,579.82	(1,579.82)	0.00	0.00	0.00%	0.00
Expense Totals	0.00	1,579.82	(1,579.82)	0.00	0.00	0.00%	0.00

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16 - MC Local Truancy Prevention & Diversion Fund	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Revenue Summary							
Fines and Fees	521.86	2,204.85	(1,682.99)	9,200.78	8,621.48	106.72%	(579.30)
Revenue Totals	521.86	2,204.85	(1,682.99)	9,200.78	8,621.48	106.72%	(579.30)
Expense Summary							
Contractual & Professional Services	0.00	(1,027.27)	1,027.27	0.00	0.00	0.00%	0.00
Expense Totals	0.00	(1,027.27)	1,027.27	0.00	0.00	0.00%	0.00

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17 - MC Municipal Jury Fund	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Revenue Summary							
Fines and Fees	10.43	13.22	(2.79)	184.79	123.22	149.97%	(61.57)
Revenue Totals	10.43	13.22	(2.79)	184.79	123.22	149.97%	(61.57)

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18 - Keep Diboll Beautiful	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Revenue Summary							
Contributions & Grants	0.00	26,047.97	(26,047.97)	37,575.19	37,575.19	100.00%	0.00
Donations	486.08	1,875.00	(1,388.92)	15,486.08	15,000.00	103.24%	(486.08)
Revenue Totals	486.08	27,922.97	(27,436.89)	53,061.27	52,575.19	100.92%	(486.08)
Expense Summary							
Project Expense	8,301.75	2,922.98	5,378.77	26,280.58	27,575.19	95.31%	1,294.61
Expense Totals	8,301.75	2,922.98	5,378.77	26,280.58	27,575.19	95.31%	1,294.61

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19 - Street Project Fund	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Revenue Summary							
Interest	41.20	0.00	41.20	121.52	0.00	0.00%	(121.52)
Revenue Totals	41.20	0.00	41.20	121.52	0.00	0.00%	(121.52)

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50 - Restricted Project Fund	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Expense Summary							
Transfers	0.00	(17,097.54)	17,097.54	(292,600.00)	(292,600.00)	100.00%	0.00
Expense Totals	0.00	(17,097.54)	17,097.54	(292,600.00)	(292,600.00)	100.00%	0.00

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55 - ARP Funds	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Revenue Summary							
Interest	183.11	0.00	183.11	485.55	0.00	0.00%	(485.55)
Contributions & Grants	646,013.25	0.00	646,013.25	646,013.25	0.00	0.00%	(646,013.25)
Revenue Totals	646,196.36	0.00	646,196.36	646,498.80	0.00	0.00%	(646,498.80)

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DIBOLL CITY COUNCIL
12-MONTH ATTENDANCE RECORD

Council Member	7/13/2021	7/20/2021	8/10/2021	8/24/2021	9/14/2021	9/21/2021	9/30/2021	10/6/2021	10/12/2021	11/9/2021	12/14/2021	1/11/2022
Brian Moreno	0	0	0	0	0	0	0	0	0	0	0	0
Ruben Terrazas	1	1	0	0	0	0	0	0	0	0	0	0
Daniel Lopez	0	0	0	0	0	0	0	0	0	0	1	0
Ray Williams, Jr.												
Benita Sheffield Duffield	0	0	0	0	0	0	0	0	0	0	0	0
Luis Maldonado	1	1	0	1	0	0	0	0	0	0	1	0
Trey Wilkerson	0	0	0	0	0	0	0	0	0	0	0	0
Total Absences	**2**	**2**	**0**	**1**	**0**	**0**	**0**	**0**	**0**	**0**	**2**	**0**

Council Member	2/8/2022	3/8/2022	4/12/2022	5/10/2022	5/18/2022	6/14/2022	6/21/2022	7/12/2022	7/13/2022	8/9/2022	9/13/2022	TOTAL TO-DATE
Brian Moreno	0	0	0	0	0	0	0	0	0	0	0	**0**
Ruben Terrazas	0	0	0	0	1	0	0	1	1	0	0	**5**
Daniel Lopez	1	0	0	0	0	0	0	1	1	0	0	**4**
Ray Williams, Jr.				0	0	0	0	0	0	0	0	**0**
Benita Sheffield Duffield	0	0	0	0	0	0	0	0	0	0	0	**0**
Luis Maldonado	0	0	0	0	0	1	0	1	0	0	0	**6**
Trey Wilkerson	0	0	0	0	0	0	0	0	0	0	0	**0**
Total Absences	**1**	**0**	**0**	**0**	**1**	**1**	**0**	**3**	**2**	**0**	**0**	**15**

Rosa M Olvera

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AGENDA INFORMATION SHEET
ITEM NO. 2

APPLICATION FOR AUTHORITY TO INCREASE RATES SUBMITTED BY ONCOR ELECTRIC DELIVERY COMPANY LLC

BACKGROUND

On or about May 13, 2022, Oncor Electric Delivery Company LLC ("Oncor" or "Company") filed a Statement of Intent to increase its revenues by approximately $251 million, which equates to a net increase of approximately 4.5% in Oncor's overall revenue. Oncor proposes to implement its proposed increase in rates effective June 17, 2022.

Earlier, sometime in June, 2022, the City took its initial action on Oncor's application and suspended Oncor's proposed effective date to keep Oncor's proposed rates from going into effect.

The City must now take its final action on Oncor's application to increase rates, and must do so no later than October 30, 2022.

INTERVENTION AT THE PUBLIC UTILITY COMMISSION OF TEXAS

Oncor filed its Statement of Intent to raise rates with the City and with the Public Utility Commission of Texas ("PUCT") on the same date, May 13, 2022. Because Oncor filed its application with the City and with the PUCT on the same date, the City, as part of the Alliance of Oncor Cities ("AOC") intervened in the proceedings before the PUCT.

During the suspension period, through AOC the City participated in the proceedings, including hearings, at the PUCT. AOC through its Special Counsel, Herrera Law & Associates, PLLC, engaged rate consultants to evaluate Oncor's proposal to increase rates and is participating in the hearings being held as directed by the PUCT. The hearings regarding Oncor's application to increase rates are expected to run through October 5, 2022, after which the administrative law judges' ("ALJs") will issue a proposal for decision ("PFD"). The ALJs' proposal for decision will be presented to the PUCT commissioners likely some time in February, 2023, for a final decision.

While there were numerous issues raised by Oncor's application to increase rates, AOC focused on several key issues that standing alone have the greater effect on Oncor's proposed increase: Oncor's rate of return, its depreciation expense, Oncor's funding for its self-insurance reserve and its incentive compensation for its employees including its executives, and Oncor's post Test Year adjustment to its payroll expense.

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Regarding Oncor's rate of return, AOC's rate expert concluded that a rate of return of 6.31% was a reasonable return that would allow Oncor continued access to the capital markets to raise financing for its ongoing operations. By comparison, Oncor proposed a rate of return of 7.05%.

AOC's rate expert's proposed rate of return is comprised of 57.20% long-term debt and 42.50% common equity; a cost of long-term debt of 4.39%; and a cost of equity (aka, return on equity) of 8.90%. By comparison, Oncor's rate of return is based on a capital structure of 55.00% long-term debt and 45.00% common equity; the same cost of long-term debt of 4.39%; and a cost of equity of 10.30%. The effect of AOC's expert's conclusion regarding Oncor's rate of return is a decrease of about $177.8 million to Oncor's requested increase in rates.

With regard to Oncor's depreciation expense, Oncor's rate expert concluded that Oncor's depreciation expense should be decreased by about $75.0 million.

Regarding Oncor's self-insurance reserve, though AOC's expert did not disagree with the amount of Oncor's funding for its self-insurance reserve, AOC's expert recommended amortization of 10 years (versus Oncor's proposed 5-year amortization). The effect of a longer amortization period is to reduce Oncor's request for self-insurance reserve is a decrease of $58.9 million to Oncor's proposed increase.

With regard to Oncor's incentive compensation expense, AOC's expert recommended a decrease of $29.8 million to Oncor's proposed amount for incentive compensation.

With regard to Oncor's proposed post Test Year adjustment to increase its payroll expense, AOC's expert recommended a decrease of $9.2 million to Oncor's proposed increase.

Combined, AOC's experts' conclusions regarding Oncor's rate of return, depreciation expense, self-insurance reserves, incentive compensation, and payroll adjustment combined equate to a decrease of about $211.7 million to Oncor's *proposed increase* of about $251 million.

In addition to AOC's analysis, parties representing other municipalities in the proceeding before the PUCT also concluded that Oncor's requested increase was too high. Those parties proposed a decrease of about $314 million to Oncor's proposed increase in rates. Added to AOC's findings, AOC and the other cities participating in the proceeding before the PUCT recommended that the PUCT reduce Oncor's proposed increase of $251 million, by about $525.7 million.

The effect of these recommendations is that AOC and the other cities participating in Oncor's rate case at the PUCT, recommended to the PUCT that Oncor's *present revenue* be decreased by about $275 million.

CITY JURISDICTION TO SET ONCOR'S RATES:

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Municipalities have exclusive, original jurisdiction over an electric utility's rates, services, and operations within a city's boundaries. This means that for a utility like Oncor to change its rates it must seek approval to do so from the city in which it provides its service. Even if a city has ceded its jurisdiction to the PUCT, a city nonetheless has the statutory right to participate in rate proceedings before the PUCT.

But, the PUCT has appellate jurisdiction over rate-setting decisions a city makes. This means that Oncor may appeal to the PUCT, a city's decision regarding rates. And to be clear: Oncor will appeal to the PUCT, the City's decision regarding rates.

PRIOR CITY ACTION

The City previously acted to suspend the effective date of Oncor's requested rate increase by 90 days. Contemporaneously with the City's prior action to suspend the rate increase, the City also: (1) authorized intervention in proceedings related to Oncor's proposed rate increase as a member of the coalition of cities known as the Alliance of Oncor Cities; (2) directed Oncor to reimburse AOC's rate case expenses; and (3) retained the law firm of Herrera Law and Associates, PLLC with respect to rate proceedings involving Oncor before the Public Utility Commission of Texas and courts of law and to retain consultants to review Oncor's rate application subject to AOC's approval.

RATE CASE EXPENSES

Cities, by statute, are entitled to recover their reasonable rate case expenses from the utility. The accompanying Resolution directs Oncor to continue to reimburse AOC's rate case expenses on a monthly basis based on presentation of approved invoices from the cities.

DENIAL

The attached Resolution denies Oncor's proposed increase in revenue and changes in rates and directs Oncor to reimburse AOC's rate case expenses.

RECOMMENDATION: DENY ONCOR'S PROPOSED INCREASE

AOC's Special Counsel and consultants' analyses found that Oncor's rates should be decreased. However, because: (1) the PUCT has appellate jurisdiction over the City's actions setting Oncor's rates; and (2) the rates the City sets would be in effect for only a short period, AOC's Special Counsel recommends that the City deny Oncor's proposed increase in rates.

Additionally, to do otherwise could cause significant confusion in the pricing of electricity by retail electric providers ("REPs"). The REPs are the entities that sell electricity service to end-use customers and have a direct relationship with the end-use customer. The REPs generally need from four to six weeks to change their billings to customers. Thus, requiring Oncor to change its rates consistent with Oncor's and the other cities' rate experts' findings pending Oncor's appeal to the PUCT, likely would not provide the REPs sufficient time to

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adjust their billings to end-use customers, and likely would require the REPs to change their billings twice: once to conform their billings to the City's decision and again to conform their billings to the PUCT's decision.

A denial of Oncor's proposed increase maintains the status quo until the PUCT issues its final order regarding Oncor's rates and provides the REPs adequate time for the REPs to change their billings to end-use customers.

The City must take final action on Oncor's proposed increase by no later than October 30, 2022. ***If the City does not take action by October 30, 2020, Oncor's proposed rates will be deemed approved by operation of law.***

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RESOLUTION 2022-10-001

RESOLUTION BY THE CITY OF DIBOLL DENYING ONCOR ELECTRIC DELIVERY COMPANY LLC'S APPLICATION TO INCREASE RATES RELATED TO ONCOR'S STATEMENT OF INTENT TO INCREASE RATES FILED ON OR ABOUT MAY 13, 2022; REQUIRING THE REIMBURSEMENT OF MUNICIPAL RATE CASE EXPENSES; FINDING THAT THE MEETING COMPLIES WITH THE OPEN MEETINGS ACT; MAKING OTHER FINDINGS AND PROVISIONS RELATED TO THE SUBJECT; AND DECLARING AN EFFECTIVE DATE

WHEREAS, Oncor Electric Delivery Company LLC ("Oncor" or "Company") filed a Statement of Intent with the City on or about May 13, 2022, to increase its revenues; and

WHEREAS, Oncor initially proposed to implement its proposed increase in rates on or about June 17, 2022, and

WHEREAS, Oncor's proposed increase in rates, if approved or implemented, would result in an increase of approximately $251 million in its annual revenue, which equates to an overall increase in revenue of approximately 4.5%; and

WHEREAS, the City is a regulatory authority under the Public Utility Regulatory Act ("PURA") and under Chapter 33, §33.001 et seq. of PURA has exclusive original jurisdiction over Oncor's rates, operations, and services within the municipality; and

WHEREAS, in order to maximize the efficient use of resources and expertise in reviewing, analyzing and investigating Oncor's rate request and its changes in tariffs the City coordinated its efforts with a coalition of similarly situated municipalities known as the Alliance of Oncor Cities ("AOC"); and

WHEREAS, Oncor failed to establish that its overall revenue request resulted in no more than an amount that will permit Oncor a reasonable opportunity to earn a reasonable return on the utility's invested capital used and useful in providing service to the public in excess of the utility's reasonable and necessary operating expenses; and

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WHEREAS, Oncor failed to establish that its proposed rates were just and reasonable; and

WHEREAS, the City has previously: (1) suspended Oncor's proposed rate increase by 90 days; (2) authorized intervention in proceedings related to Oncor's proposed rate increase as a member of the coalition of cities known as the Alliance of Oncor Cities; (3) directed Oncor to reimburse AOC's rate case expenses; and (4) retained the law firm of Herrera Law & Associates, PLLC with respect to rate proceedings involving Oncor before the City, the Public Utility Commission of Texas, and courts of law and to retain consultants to review Oncor's rate application subject to AOC's approval.

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

Section 1. The findings set out in the preamble are in all things approved and incorporated herein as if fully set forth.

Section 2. Oncor failed to show that its proposed rates are just and reasonable.

Section 3. The City hereby **DENIES** Oncor's request to increase rates and in support of **DENIAL** finds that:

a) Oncor failed in its burden of proof to establish that its requested increase in revenue or the changes set forth in its tariffs attached to Oncor's Statement of Intent to increase rates, results in just and reasonable rates;

b) Oncor failed in its burden of proof to establish that adoption of its proposed rate base, expenses, investment, return on equity, and other rate issues as presented in Oncor's Statement of Intent to increase rates, result in just and reasonable rates.

Section 4. The City hereby orders Oncor to reimburse the City's rate case expenses as provided in the Public Utility Regulatory Act and that Oncor shall continue to do so on a monthly basis and within 30 days after submission of the AOC's invoices for the AOC's reasonable costs associated with the City's activities related to this rate review or to related

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proceedings involving Oncor before the City, the Public Utility Commission of Texas, or any court of law.

Section 5. The City, in coordination with the AOC, delegates to the City Manager and/or the City Attorney, or designee of such office, review of the invoices of the lawyers and rate experts for reasonableness before submitting the invoices to Oncor for reimbursement.

Section 6. A copy of this resolution shall be sent to Mr. Matt Henry, Vice President, General Counsel, Oncor, 1616 Woodall Rodgers Expressway, Dallas, Texas, 75202; Mr. Robert Schmidt, Regulatory Manager, Oncor/Regulatory Financial, 1616 Woodall Rodgers Expressway, Dallas, Texas, 75202; and to Mr. Alfred R. Herrera, Herrera Law & Associates, PLLC, 4400 Medical Pkwy, Austin, Texas 78756.

Section 7. The meeting at which this resolution was approved was in all things conducted in strict compliance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.

Section 8. This resolution supersedes any prior inconsistent or conflicting resolution or ordinance.

Section 9. This resolution shall become effective from and after its passage.

PASSED AND APPROVED this 11TH day of October, 2022.

_____

Trey Wilkerson, Mayor

ATTEST:

_____

Rosa M. Olvera , City Secretary

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City of Diboll Volunteer Fire Department

2022 September Council Report

Sept 6th

- Pledge
- Incident Reports
- Business meeting
- Discussed donating old stabilizing equipment to Corrigan
- Discussion on new extrication tools
- Discussion on new handheld and truck radios

Firemen present (13)

Sept 13th

- Pledge
- Incident reports
- Radios changing over on September 26
- Fire Dept. will have a work day on Oct 8th

Fireman present (14)

Sept 20th

- Pledge
- Incident Reports
- Discussion over Diboll Day
- Powered up all fire trucks
- Cleaned out fire stations

Fireman present (13)

Sept 27th

- Pledge
- Incident reports – none
- Training on new extraction tools
- Installed new tools on trucks 54 & 58

Fireman Present (15)

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City of Diboll Volunteer Fire Department

September Emergency Incidents (2)

Sept 8th 16:40

- **Call # 22007861**
  700 West Borden Dr (GP)
  Bag Silo on Fire
  In City
  Trucks 54 and 55
  Diboll Fire personnel responded (8)
  7801, 7814, 7815, 7819, 7820, 7822, 7835, 7836

Sept 8th 16:59

- **Call # 22007862**
  515 Boles Ln
  Small woods fire
  In City
  Trucks 63
  Diboll Fire personnel responded (2)
  7820, 7836

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Diboll Police Department

Monthly Stats

September 2022

Calls for Service – **364**

Incident Reports – **42**

Accidents – **6**

Extra Patrols/Patrol Request – **77**

Traffic Stops **- 236**

Arrest Total – **12**

- Felony – **9**
- Misdemeanor – **3**

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Project Updates

PSI

UCRM-1 City Hall/Safety Center: City Hall painting and roofing completed. Safety center roofing completed. Fencing ongoing this week (9-28-22). Completion next week (9-7-22).

UCRM-2 SCADA Upgrades: Wastewater facility-HMI/Workstation, Wastewater Treatment Facility, Elevated Storage Tanks (2), Northside Pump Station and Ground Storage, Water Wells (5), Lift Stations (5)

UCRM-3 Lighting Upgrades:
Lighting on hike/bike trail complete. Lighting in the park ongoing week of (9-28-22) baseball fields etc.

Urcm-4 HVAC/BAS Upgrades: City Hall and safety center HVAC complete.

UCRM-5 Water Meter AMI: Neptune AMI Meter System
Time line has been moved back to March due to delay in meter production.

WWTP/TWBD

We are still working on the environmental clearance with TWDB. We spoke with them and they are backlogged. They are processing in the order received. While we are waiting, we are reaching out to venders to get updated budget quotes. 15% completed

ARPA

We should have a preliminary design plan set complete by the end of next week (9-7-22). 15% completed

SSO PLAN

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Start date will be the City FY2023 budget. 10% completed

Department Projects

WWTP: Prepared plant for state inspection on 9-26-22. Organized all files and logs to be reviewed for inspection. Cleaned all clarifiers and contact chambers. Detailed bar screen. Transported 264 cubic yards of sludge to land field. Cleaned and leveled all drying beds. Replaced all alarm lights and breakers at lift stations. We only had one alleged violation of the grit chamber being out of operation. This is in the scope of our TWDB project to be replace. The centrifuge was noted as not operational. This was only noted and not an alleged violation as we are utilizing the drying beds to process sludge. This is also in the scope to be repaired during our TWDB project.

Diboll Day: Leveled 9 spots where trees were removed from Old Orchard Park. Cut low hanging tree limbs in park and civic center. Edged and removed debris on Deveraux, Rutland, Hall, Judd, Cooper, Burke, Kenley, Farrington, Durham, Hines and 59 frontage road. Mowed unmaintained lots on Hall, Durham, South First and Office Street. Delivered Diboll Day float to church on Hines Street. Placed out all barricades and new event signs and installation hardware. Placed porta johns with wash stations and trash cans throughout park. Marked all booth spaces and assigned spots.100% Completed

#18 golf course bridge: The water line has started leaking in another spot. Repairs were delayed. We had to replace a 6-inch clay valve bypass in the pump house on the back nine. Then we replace a 1/12 sprinkler valve on the in the front nine pump house. Repairs to bridge scheduled after Diboll Day. 30% completed

Ditch excavation and culvert replacement:

Durham ditch- While boom mowing the ditch behind the car wash and dairy queen, we excavated 250 of ditch line that was completely obstructed. 100%

Lawrence Street- Removal of 7 culverts and re-set to grade. Excavate 1310 feet of ditch line. Pending

Carter Street- After more inspection I feel the culverts will not be needed, we will level with foundation dirt and place 4-inch rip-rap to prevent further erosion. Pending

Cozy Circle - Removal of 6 culverts and re-set to grade. Excavate 410 feet of ditch line. Pending

OC Scott and Lynn- Benita Duffield asked me to look into the drainage issue at this location. It appears that Lynn St. catches all of the drainage from Ash St. and the housing authority. I suggest that we cut a ditch behind the houses on Lynn St. and try to divert the drainage toward Maynard. I would like to observe this area during the next heavy rainfall event. We want to make sure we capture the runoff at the highest point of entry onto the property affected. Pending

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Work Order Report

09/07/2022 - 09/30/2022

Work Order #	Work Order Date	Work Description	Work Address/Location
2901	9/30/2022	line locates asap He said he told one of the city employees to do the job, they took a picture of the work sheet but didn't get lines located.	office/ S Temple
2900	9/30/2022	Sewer backup.	1403 Ryan Chapel Rd
2899	9/29/2022	7 potholes.	701 Pinewood St
2898	9/28/2022	Water, sewer line locates.	Temple Drive/Durham
2897	9/28/2022	she said she doesn't have water at the address, she wants someone to meter her there at 1:30 and turn meter on to see if there is a leak or something was left running.	1214 Pinecrest
2896	9/27/2022	Asphalt added to the street.	604 N. Second St
2895	9/27/2022	water and sewer line locates. she needs it done before Thursday afternoon.	403 Devereaux
2894	9/27/2022	high water consumption please test meter.	3832 Mockingbird Lane

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2893	9/27/2022	Meter check.	2447 Mockingbird Lane
2892	9/27/2022	water leak in ditch	1103 Lawrence St.
2891	9/27/2022	there is a puddle or standing water next to the manhole on the side of the street on Nogle. Person reporting said city has worked on that line a few times.	Nogle
2890	9/26/2022	He said leak is in between the two houses and is not sure who it belongs to.	605 or 603 Box Factory
2889	9/26/2022	there is waste coming out of the ground where a leak was fixed a few years ago.	705 Persimmon
2888	9/26/2022	neighbor told him the sewer line is leaking and water is coming out of the ground and is not sure if it is on his side or city side. He is on crutches and is unable to get to the door If you need something from him, please give him a call.	1404 Glass St
2887	9/23/2022	Reporting low water pressure.	103 Weber
2886	9/22/2022	Culvert cleanout, standing water	1103 Lawrence St

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2885	9/21/2022	2 meters, 2 taps	304, 306 Pine St
2884	9/21/2022	She said Jason sent water dept. to see what was going on and water. dept told her to give us a call back in a couple of weeks to see if it has dried up and she called to let us know that is still wet and muddy	1018 Red oak Lane
2883	9/21/2022	Reporting a leak.	211 N. Temple Dr.
2882	9/21/2022	CUT OFF LOCK METER	301 Fuller
2881	9/21/2022	Sewer backup.	301 Locust St
2880	9/20/2022	He paid 400.00 for two meters. He was supped to pay 900.00, which included water tap/meter(400.00), sewer tap(350.00) and new account fees(150.00).	1107 Red Oak Lane
2879	9/20/2022	has high water bill please check for leaks.	306 Fuller
2878	9/20/2022	Water & sewer tap locates	103 Magnolia St
2877	9/19/2022	reread list is ready	400 KENLEY ST
2876	9/19/2022	water leak between two poles	501 S Temple
2875	9/19/2022	water leak between two poles	501 S Temple

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2874	9/16/2022	New account.	503 Carter Drive
2873	9/16/2022	She is unhappy with high water bill and is concerned that meter might be wrong. Please due test and make sure you let someone you are there to complete the test. Thanks!	204 Rhone
2872	9/15/2022	Replace water meter lid	265 Deer Trace Blvd
2871	9/15/2022	leak at meter box	305 North Hines
2870	9/15/2022	She paid for water tap and meter. please get this installed asap.	302 Deer Trace
2869	9/14/2022	Check leak at the meter	1085 N. Temple
2868	9/13/2022	Water line locates.	500 South First St, 317 South Neil Pickett St
2867	9/12/2022	Get a reading.	412 Birdsong
2866	9/12/2022	final read and turn meter off. she called to let me know by phone because she had to leave U.S an emergency. she doesn't' want the bill to get higher	609 Neil Pickett
2865	9/12/2022	Mowing the streets, Lynn St & Maynard St.	1207 Lynn St
2864	9/12/2022	water and sewer line locates	516 Westchester
2863	9/12/2022	Reporting a water leak.	514 Westchester St

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2862	9/9/2022	she has high water bills and wants the meter checked.	105 Ballenger
2861	9/8/2022	Sewer line locate.	402 Birdsong
2860	9/8/2022	Reporting loose gravel.	1007 Red Oak Lane
2859	9/7/2022	Meter check.	201 Cosey Circle
2858	9/7/2022	Culvert dig out.	904 N Hendrix Ave
2857	9/7/2022	Meter check.	1500 N Hendrix A1, A2, A3, A4

Total Records: 45 **9/30/2022**

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Code Compliance

Monthly Report

September

Mail and Bank Deposit – Daily

Inspections – 1200 Maynard Final Electrical inspection passed, 308 White Oak Solar Electrical inspection passed, 1107 Red Oak passed, 103 Magnolia inspection plumbing and concrete, 306 and 304 Pine Frame, Electrical inspection.

Carport Permit – Elm Street,

Inground Swimming Pool Permit – Red Bud Ave,

Fence Permits – Rutland,

Roof Permits – Ballenger

Weed and Grass letter – Rutland, Robert Nash, Lynn, Hendrick,

Received Certified Letters for Weed and Grass – Hendrick, 3 on Lynn, Rutland, Nogle

Unclaimed certified letters for weed and grass – Arrington, 2 on Lynn, Rutland,

Code Compliance – Apartment on Lumberjack nobody was at office left door hanger to pick up trash at both locations. Contacted Apartments to picked up trash. Red Oak piling leaves and tree limbs on city property I contacted home owner to stop. Drove around some neighborhoods to look at for bad houses for demolition found 3 South First St, Box Factory and Corner of Lynn & Robert Nash.

Livestock Complaint – someone called PD about Maynard Livestock. I was called on the weekend about Livestock out by street. I explained to Felix where the livestock can be and cannot be at. Maynard livestock were good.

Dog Complaints – Lady called Box Factory Dogs at Large found 2 dogs at box factory, 1 at Walnut, 1 at Box factory. Post Office called about dogs on Rutland out. I contacted dog owner gave warning. Cypress lady called about dogs out on street. Made contact with multiple dog owners.

Cat Complaints – Frankens Stray cat comes by and eats her cat’s food. Arrington Injured Cat on front door step. Frankens lady called more cats are showing up took trap.

Stray Dogs pick up – 1 Dog N Temple Dr, 2 Dog Lynn Street, 8 Puppies, 1 Dog Carter St

Stray Cat pick up – 1 Cat Frankens, 1 Cat Arrington,

Miscellaneous – Dates 09/14/22, 09/15/22, 9/19, 20, 21, 22 /22 I took 204 Yards of Sludge to the Landfill.

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Sam

DIBOLL, TX MUNICIPAL COURT

Fees and Fines Collection & Activity Report

As of September 30, 2022

LINEBARGER
ATTORNEYS AT LAW

Linebarger Goggan Blair & Sampson, LLP

PROPRIETARY AND CONFIDENTIAL INFORMATION

Linebarger Goggan Blair & Sampson, LLP considers the information contained in this report to be proprietary, confidential, trade secrets of the firm. We respectfully request that no copies of this information be made and/or distributed without the prior written consent of the firm.

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Collections & Activity Summary

Collection Disposition Summary - September 2022	
Citations Assigned	494
Amount Assigned	$198,064
Citations Collected	43
Amount Collected	$15,982
Citations Cancelled	2
Amount Cancelled	$945
Citations Resolved	45
Amount Resolved	$16,927

Collection Disposition Summary - Contract to Date	
Citations Assigned	28,780
Amount Assigned	$9,933,751
Citations Adjusted	1,607
Amount Adjusted	($66,889)
Citations Collected	5,502
Amount Collected	$1,809,141
Citations Cancelled	1,022
Amount Cancelled	$361,039
Citations Resolved	6,524
Amount Resolved	$2,170,180
Dollar Resolution Rate	22.5%

Collection Activity - September 2022		
Letters		664
Address/Phone Updated		41
Phone Activity	Inbound	15
	Outbound	727

Collection Activity - Contract to Date		
Letters		60,053
Address/Phone Updated		12,048
Phone Activity	Inbound	3,877
	Outbound	201,953

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Status of Open Accounts

Status	Count	Amount
ACT - Active Account	21,966	$7,538,863
ATT - Attorney Contact Only	5	$1,437
BKR - Bankruptcy	2	$712
CAD - Cease And Desist Demand	3	$1,244
DEC - Deceased No Estate Or Beyond Claim	112	$36,500
DIS - Disputed	20	$6,475
INC - Incarcerated	84	$27,650
PRM - Promise Payment	106	$34,974
REF - Refuse To Pay	11	$3,678
SKP - Skip Tracing for Phone	21	$6,960
SWC - Stop Work Per Client	159	$37,474
SWF - Stop Work Per Firm	1	$432
Total	**22,490**	**$7,696,400**

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Monthly Collection Activity
Last 24 Months

Year	Month	Letters Mailed	Address/Phone Updated	Phone Activity		Dollars Collected
				Inbound	Outbound	
2022	September	664	41	15	727	$15,982
	August	440	105	16	775	$17,419
	July	9	28	6	1,066	$18,665
	June	92	18	11	1,407	$26,432
	May	5	30	11	1,328	$30,224
	April	181	24	20	1,365	$67,268
	March	53	15	70	1,601	$25,600
	February	6,283	8	100	1,292	$27,011
	January	519	407	47	1,564	$12,779
2021	December	115	25	14	2,079	$26,162
	November	215	41	39	2,685	$43,323
	October	588	82	76	1,577	$0
	September	2,352	126	60	1,152	$24,620
	August	972	310	63	1,185	$21,128
	July	71	169	45	1,664	$34,447
	June	883	234	114	1,522	$78,143
	May	165	32	10	1,495	$0
	April	202	32	11	1,099	$108,963
	March	327	39	144	874	$26,018
	February	4,375	288	44	752	$21,216
	January	900	565	95	1,317	$14,323
2020	December	15	33	5	1,570	$19,928
	November	105	28	43	1,897	$26,412
	October	626	42	57	2,625	$21,766
	September	2,034	132	86	2,840	$30,871
Total*		**22,191**	**2,854**	**1,202**	**37,458**	**$738,700**

***Total Amounts noted represent the last 24 months & not contract to date.**

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Portfolio Analysis
Outstanding Placements

	Accounts	Dollars	Acct. Pct.	Dollar Pct.	Average Balance
ALL ACCOUNTS	22,490	$7,696,399.80	100.00%	100.00%	$342.21
ADDRESSES					
No Mailing Address	26	$8,751.70	0.12%	0.11%	$336.60
Returned Mail	2,913	$962,231.89	12.95%	12.50%	$330.32
Good Address	19,551	$6,725,416.21	86.93%	87.38%	$343.99
OFFENSE AGE					
One Year or Less	1,139	$456,431.17	5.06%	5.93%	$400.73
1-2 Years	1,674	$662,649.78	7.44%	8.61%	$395.85
2-3 Years	771	$309,192.65	3.43%	4.02%	$401.03
+3 Years	18,906	$6,268,126.20	84.06%	81.44%	$331.54
PLACEMENT AGE					
One Year or Less	1,774	$703,735.87	7.89%	9.14%	$396.69
1-2 Years	1,222	$486,760.22	5.43%	6.32%	$398.33
2-3 Years	1,561	$594,567.42	6.94%	7.73%	$380.89
+3 Years	17,933	$5,911,336.29	79.74%	76.81%	$329.63

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Offense Age of Placements
Last 13 Months

	2015 & PRIOR	2016	2017	2018	2019	2020	2021	2022	Total Placements
September 2022	-	-	-	-	-	-	34 6.88%	460 93.12%	494
August 2022	-	-	-	-	-	-	-	131 100.00%	131
July 2022	-	-	-	-	-	1 0.25%	275 68.58%	125 31.17%	401
June 2022	-	-	-	-	-	-	-	-	0
May 2022	-	-	-	-	-	-	-	-	0
April 2022	-	-	-	-	-	-	79 100.00%	-	79
March 2022	-	-	-	-	-	-	261 96.31%	10 3.69%	271
February 2022	-	-	-	-	-	-	-	-	0
January 2022	-	-	-	-	-	-	-	-	0
December 2021	-	-	-	-	-	-	28 100.00%	-	28
November 2021	-	-	-	-	-	-	152 100.00%	-	152
October 2021	-	-	-	-	-	-	275 100.00%	-	275
September 2021	-	-	-	-	-	-	233 100.00%	-	233

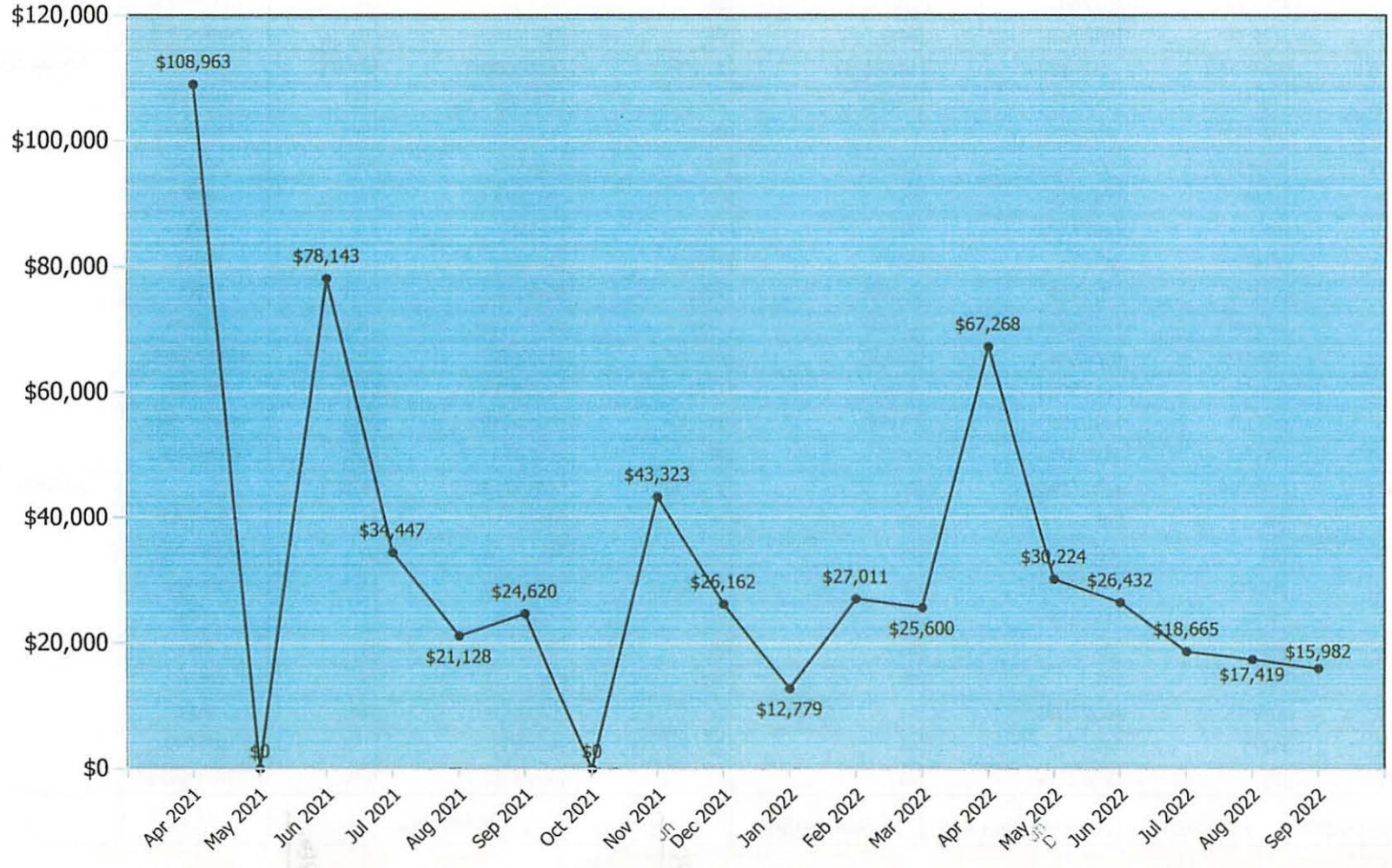
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Placement Activity Summary
Contract to Date

Year	Month	Count #	Orig Placement $	Cancelled $	Adjustment $	Net Placement $	Collected $	Collected %
	September	494	$198,064	$0	$0	$198,064	$0	0.00%
	August	131	$52,798	$0	$0	$52,798	$783	1.48%
	July	401	$158,509	$0	$0	$158,509	$1,266	0.80%
	June	0	$0	$0	$0	$0	$0	0.00%
	May	0	$0	$0	$0	$0	$0	0.00%
	April	79	$31,857	$0	$0	$31,857	$828	2.60%
	March	271	$107,470	$1,351	$0	$106,119	$3,535	3.33%
	February	0	$0	$0	$0	$0	$0	0.00%
	January	0	$0	$0	$0	$0	$0	0.00%
2022 Summary		**1,376**	**$548,697**	**$1,351**	**$0**	**$547,347**	**$6,411**	**1.17%**
	December	28	$10,825	$0	$0	$10,825	$1,240	11.46%
	November	152	$59,088	$1,218	($516)	$57,353	$5,287	9.22%
	October	275	$108,759	$371	($65)	$108,323	$7,174	6.62%
	September	233	$92,817	$1,140	($808)	$90,870	$11,493	12.65%
	August	302	$121,429	$516	($347)	$120,566	$10,690	8.87%
	July	186	$73,659	$438	($559)	$72,663	$5,115	7.04%
	June	7	$2,955	$438	$30	$2,547	$1,519	59.65%
	May	8	$3,154	$0	$0	$3,154	$0	0.00%
	April	45	$18,702	$0	$0	$18,702	$402	2.15%
	March	238	$95,372	$0	($222)	$95,150	$11,004	11.56%
	February	134	$54,116	$0	($212)	$53,904	$5,720	10.61%
	January	141	$56,151	$0	($696)	$55,455	$10,751	19.39%
2021 Summary		**1,749**	**$697,027**	**$4,121**	**($3,395)**	**$689,512**	**$70,395**	**10.21%**
	December	47	$19,170	$0	$30	$19,200	$2,512	13.08%
	November	17	$6,828	$0	($198)	$6,629	$2,731	41.19%
	October	26	$10,241	$0	$50	$10,291	$434	4.21%
	September	5	$1,946	$0	$0	$1,946	$0	0.00%
2020 Summary		**1,370**	**$533,385**	**$11,570**	**($4,671)**	**$517,144**	**$99,972**	**19.33%**
2019 Summary		**2,114**	**$792,156**	**$15,878**	**($8,653)**	**$767,626**	**$173,035**	**22.54%**
2018 Summary		**878**	**$331,523**	**$11,427**	**($3,333)**	**$316,763**	**$95,482**	**30.14%**
2017 Summary		**21,293**	**$7,030,961**	**$316,692**	**($46,837)**	**$6,667,432**	**$1,363,846**	**20.46%**

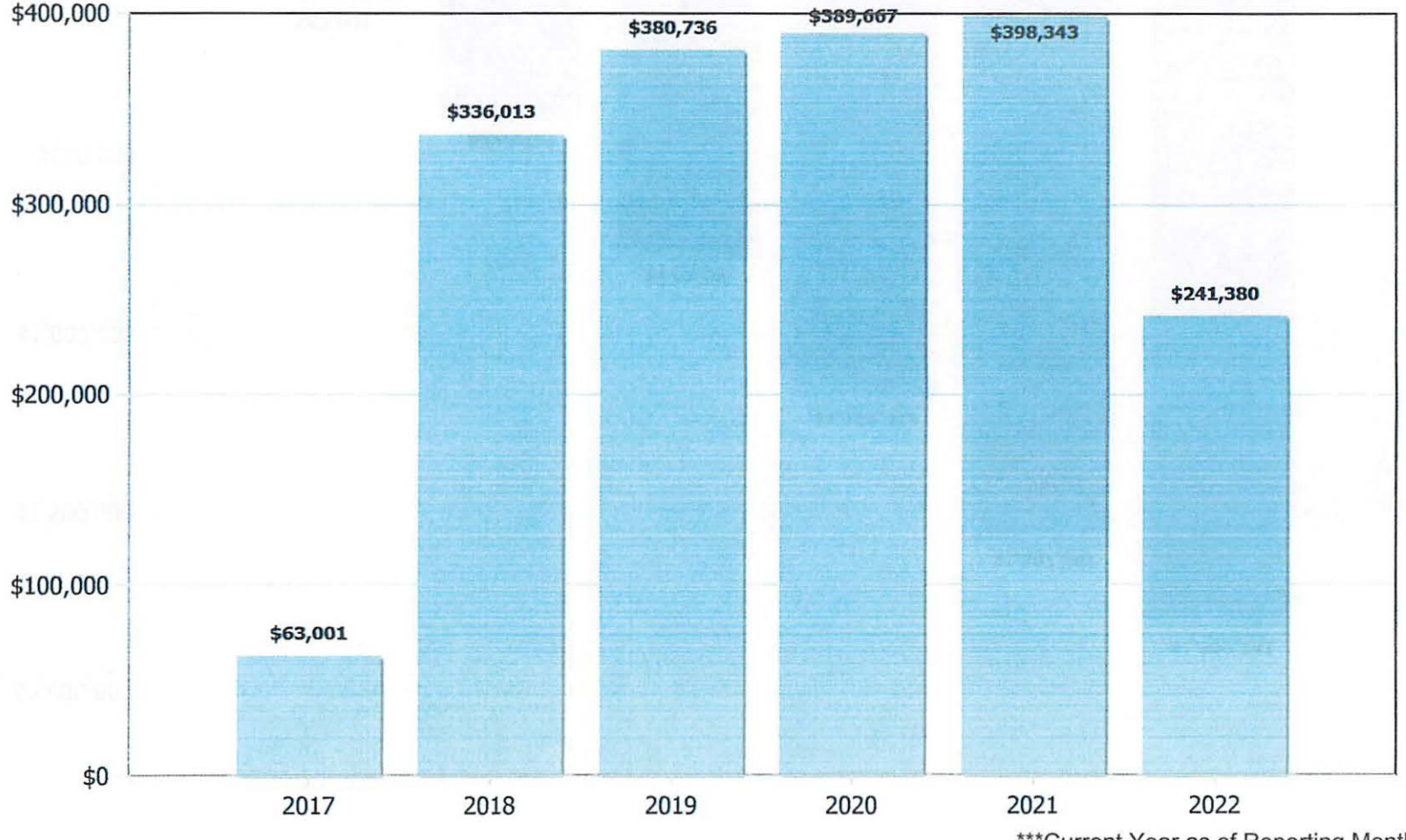
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Monthly Collections
Last 18 Months



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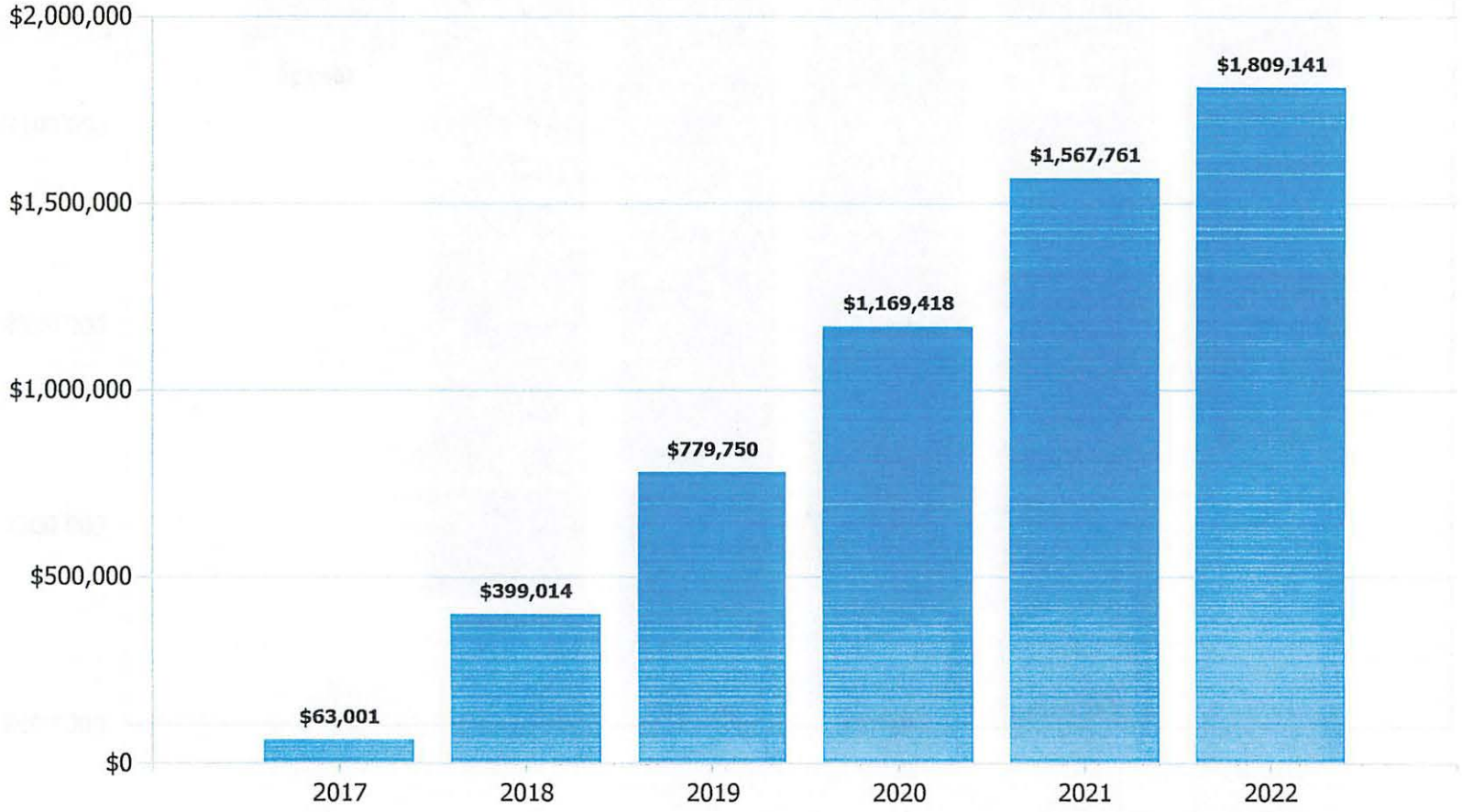
Delinquent Court Fees & Fines Annual Collections
Last 6 Years



***Current Year as of Reporting Month
***First Placement : June 2017

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Delinquent Fees & Fines Cumulative Collections



**Current Year as of Reporting Month
**First Placement : June 2017

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MINUTES OF THE GOVERNING BODY OF THE CITY OF DIBOLL, TEXAS REGULAR SESSION MEETING ON TUESDAY, OCTOBER 11, 2022, AT 5:15 P.M., IN THE DIBOLL CITY HALL CHAMBERS.

COUNCIL PRESENT

Mayor Trey Wilkerson, Mayor Pro Tem Daniel Lopez, Councilmembers Benita Sheffield Duffield, Brian Moreno, Luis Maldonado and Ray Williams, Jr.

COUNCIL ABSENT

Ruben Terrazas

STAFF PRESENT

City Manager Jason A. Arnold, City Secretary Rosa Olvera, Chief of Police Michael Skillern, Public Works Director Joshua Richard, Code Compliance Official Tino Lopez and Fire Chief Aaron Smith.

Call to Order: Mayor Trey Wilkerson called the meeting to order at 5:15p.m.

Councilmember Benita Sheffield Duffield gave the invocation, then Mayor Trey Wilkerson led the Pledge of Allegiance which was recited by those in attendance.

CITIZENS PRESENTATION: (Limited to 3 minutes)
This item provides the opportunity to address the City Council on any matter whether or not it is posted on the agenda. However, in accordance with the Texas Open Meetings Act, Section 551.041, the Council cannot discuss, deliberate, or take any action on matters not listed on the agenda. At this time, the Council will receive citizen comments, and if necessary, may refer the matter to City staff for research, resolution, or referral to Council on a future agenda.

Public Participation: NONE

Item #1: CONSENT AGENDA: All matters listed under Consent Agenda are considered to be routine by the City Council and will be enacted by one motion. There will not be separate discussion. If discussion is desired, that item will be removed from the consent agenda and will be considered separately. Consider approval of the following reports:

a. Minutes from September 13, 2022, Regular Session Meeting
b. Financial Statement for September 2022
c. 12-Month Attendance Record for September 2022

Ray Williams, Jr. made the motion to approve and Benita Sheffield Duffield second.
All in Favor, none opposed, motion carries.

Item #2: Consideration and possible action to approve Resolution 2022-10-001 denying Oncor Electric Delivery Company LLC's application to increase rates.

Brian Moreno made the motion to approve and Daniel Lopez second.
All in Favor, none opposed, motion carries.

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Item #12: DEPARTMENT HEAD REPORTS

a. Fire Department Report
b. Police Department Report
c. Public Works Report
d. Code Compliance Report
e. Finance & Court Report
f. City Manager Report

Adjournment

Mayor Wilkerson called to adjourn at 5:21p.m.

Minutes of the October 11, 2022 Regular Session Meeting approved by council on this the 15th day of November, 2022.

Trey Wilkerson, Mayor

ATTEST BY:

Rosa M. Olvera, City Secretary

STATE OF TEXAS §
ANGELINA COUNTY §
CITY OF DIBOLL §

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NOTICE OF MEETING
OF THE
CITY OF DIBOLL CITY COUNCIL

The City Council will meet in a regular session meeting in the City Hall Council Chambers, located at 400 Kenley, Diboll, Texas, on Tuesday, November 15, 2022, at 5:15p.m.

Call to Order

Invocation

Pledge of Allegiance

CITIZENS PRESENTATION: (Limited to 3 minutes)
This item provides the opportunity to address the City Council on any matter whether or not it is posted on the agenda. However, in accordance with the Texas Open Meetings Act, Section 551.041, the Council cannot discuss, deliberate, or take any action on matters not listed on the agenda. At this time, the Council will receive citizen comments, and if necessary, may refer the matter to City staff for research, resolution, or referral to Council on a future agenda.

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a. Minutes from October 11, 2022, Regular Session Meeting
b. Financial Statement for October 2022
c. 12-Month Attendance Record for October 2022
d. Investment Report for Quarter ending September 2022

Item #2: Consideration and possible action to approve Ordinance 2022-11-001 for the first amendment to the 2022-2023 Operating Budget.

Item #3: Discussion of Home Rule Charter Commission.

Item #4: Consideration and possible action to approve a lease agreement of Neches Pines Golf Course, by and between WHGC, LLC, (“Lessee”), and the City of Diboll, (“Lessor”).

Item #5: Consideration and possible action to approve Ordinance 2022-11-002; modification of the City of Diboll’s Ordinance pertaining to industrial utility users.

Item #6: Consideration and possible action to approve Ordinance 2022-11-003; an Ordinance amending the Code of Ordinances of the City of Diboll (Chapter 4 – Animals and Fowl).

Item #7: Consideration and possible action to approve the Hometown Heroes Program. A scholarship program designed to recruit, sponsor, train and employ Diboll's best and brightest to serve as officers in the Diboll Police Department.

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Item #8: DEPARTMENT HEAD REPORTS

a. Fire Department Report
b. Police Department Report
c. Public Works Report
d. Code Compliance Report
e. Finance & Court Report
f. City Manager Report

Item #9: The Diboll City Council will convene into a closed Executive Session, in accordance with Open Meetings Act, Chapter 551, Texas Government Code 551.074, for the purpose of discussing City Attorney, John Sloan's resignation and potential candidates for vacant city attorney position.

Council will reconvene into open session following closed door session and possibly take action on matters discussed in Executive Session.

Item #10: Consideration and possible action to accept City Attorney, John Sloan's resignation.

Item #11: Consideration and possible action to appoint City of Diboll City Attorney.

Adjournment

Note: Mayor and Council Reports on Items of Community Interest- Pursuant to Texas Government Code Section 551.0415 the City Council may report on the following items (1) expression of thanks, congratulations, or condolences; (2) information about holiday schedules; (3) recognition of individuals; (4) reminders about upcoming City Council events; (5) information about community events; (6) announcements involving imminent threat to public health and safety.

I certify that this Notice of Meeting was posted in a glass-enclosed case in front of City Hall at 400 Kenley Street, Diboll, Texas, and available for viewing by the public prior to 5:15 p.m. on November 11, 2022, as well as at the City's website.

Rosa M. Olvera

Rosa M. Olvera - City Secretary
Posted: 11/10/2022

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MINUTES OF THE GOVERNING BODY OF THE CITY OF DIBOLL, TEXAS REGULAR SESSION MEETING ON TUESDAY, OCTOBER 11, 2022, AT 5:15 P.M., IN THE DIBOLL CITY HALL CHAMBERS.

COUNCIL PRESENT

Mayor Trey Wilkerson, Mayor Pro Tem Daniel Lopez, Councilmembers Benita Sheffield Duffield, Brian Moreno, Luis Maldonado and Ray Williams, Jr.

COUNCIL ABSENT

Ruben Terrazas

STAFF PRESENT

City Manager Jason A. Arnold, City Secretary Rosa Olvera, Chief of Police Michael Skillern, Public Works Director Joshua Richard, Code Compliance Official Tino Lopez and Fire Chief Aaron Smith.

Call to Order: Mayor Trey Wilkerson called the meeting to order at 5:15p.m.

Councilmember Benita Sheffield Duffield gave the invocation, then Mayor Trey Wilkerson led the Pledge of Allegiance which was recited by those in attendance.

CITIZENS PRESENTATION: (Limited to 3 minutes)
This item provides the opportunity to address the City Council on any matter whether or not it is posted on the agenda. However, in accordance with the Texas Open Meetings Act, Section 551.041, the Council cannot discuss, deliberate, or take any action on matters not listed on the agenda. At this time, the Council will receive citizen comments, and if necessary, may refer the matter to City staff for research, resolution, or referral to Council on a future agenda.

Public Participation: NONE

Item #1: CONSENT AGENDA: All matters listed under Consent Agenda are considered to be routine by the City Council and will be enacted by one motion. There will not be separate discussion. If discussion is desired, that item will be removed from the consent agenda and will be considered separately. Consider approval of the following reports:

a. Minutes from September 13, 2022, Regular Session Meeting
b. Financial Statement for September 2022
c. 12-Month Attendance Record for September 2022

Ray Williams, Jr. made the motion to approve and Benita Sheffield Duffield second.
All in Favor, none opposed, motion carries.

Item #2: Consideration and possible action to approve Resolution 2022-10-001 denying Oncor Electric Delivery Company LLC's application to increase rates.

Brian Moreno made the motion to approve and Daniel Lopez second.
All in Favor, none opposed, motion carries.

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Item #12: DEPARTMENT HEAD REPORTS

a. Fire Department Report
b. Police Department Report
c. Public Works Report
d. Code Compliance Report
e. Finance & Court Report
f. City Manager Report

Adjournment

Mayor Wilkerson called to adjourn at 5:21p.m.

Minutes of the October 11, 2022 Regular Session Meeting approved by council on this the 15th day of November, 2022.

_____

Trey Wilkerson, Mayor

ATTEST BY:

_____

Rosa M. Olvera, City Secretary

STATE OF TEXAS §
ANGELINA COUNTY §
CITY OF DIBOLL §

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City of Diboll
Financial Statement
As of October 31, 2022

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01 - General Fund	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Revenue Summary							
Licenses & Permits	2,118.58	1,259.95	858.63	2,118.58	15,119.41	14.01%	13,000.83
Fines and Fees	20,466.84	40,458.33	(19,991.49)	20,466.84	485,500.00	4.22%	465,033.16
Franchise Tax	8,103.38	33,330.81	(25,227.43)	8,103.38	399,969.77	2.03%	391,866.39
Property Tax	10,097.63	107,799.45	(97,701.82)	10,097.63	1,293,593.32	0.78%	1,283,495.69
Sales Tax	49,521.90	51,409.09	(1,887.19)	49,521.90	616,909.05	8.03%	567,387.15
Interest	478.42	208.33	270.09	478.42	2,500.00	19.14%	2,021.58
Charges for Service	0.00	416.67	(416.67)	0.00	5,000.00	0.00%	5,000.00
Miscellaneous	(790.10)	83.33	(873.43)	(790.10)	1,000.00	(79.01%)	1,790.10
Contributions & Grants	0.00	866.67	(866.67)	0.00	10,400.00	0.00%	10,400.00
Revenue Totals	89,996.65	235,832.63	(145,835.98)	89,996.65	2,829,991.55	3.18%	2,739,994.90
Expense Summary							
Insurance	56,219.97	5,766.08	50,453.89	56,219.97	69,193.10	81.25%	12,973.13
Fines & Fees	0.00	37.50	(37.50)	0.00	450.00	0.00%	450.00
Administrative	42,693.89	21,841.74	20,852.15	42,693.89	262,101.00	16.29%	219,407.11
Contractual & Professional Services	9,028.62	20,388.25	(11,359.63)	9,028.62	244,659.00	3.69%	235,630.38
Intergov't Contracts	1,750.00	14,146.00	(12,396.00)	1,750.00	169,751.94	1.03%	168,001.94
Utility	6,933.06	6,614.33	318.73	6,933.06	79,372.00	8.73%	72,438.94
Repairs & Maintenance	10,097.70	18,966.66	(8,868.96)	10,097.70	227,600.00	4.44%	217,502.30
Materials & Supplies	10,145.37	16,505.86	(6,360.49)	10,145.37	198,070.53	5.12%	187,925.16
Miscellaneous	(192.97)	291.67	(484.64)	(192.97)	3,500.00	(5.51%)	3,692.97
Payroll Expense	189,958.47	173,676.34	16,282.13	189,958.47	2,084,115.94	9.11%	1,894,157.47
Personnel	3,837.02	3,329.18	507.84	3,837.02	39,950.00	9.60%	36,112.98
Transfers	0.00	(58,247.66)	58,247.66	0.00	(698,972.00)	0.00%	(698,972.00)
Grant Expense	0.00	1,083.33	(1,083.33)	0.00	13,000.00	0.00%	13,000.00
Capital Purchase	16,740.00	10,625.00	6,115.00	16,740.00	127,500.00	13.13%	110,760.00
Expense Totals	347,211.13	235,024.28	112,186.85	347,211.13	2,820,291.51	12.31%	2,473,080.38

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City of Diboll
Financial Statement
As of October 31, 2022

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02 - Utility Fund	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Revenue Summary							
Charges for Service	226,365.87	275,759.75	(49,393.88)	226,365.87	3,309,117.00	6.84%	3,082,751.13
Penalties & Interest	18,178.54	2,083.33	16,095.21	18,178.54	25,000.00	72.71%	6,821.46
Fines and Fees	279.33	83.33	196.00	279.33	1,000.00	27.93%	720.67
Interest	740.00	25.00	715.00	740.00	300.00	246.67%	(440.00)
Miscellaneous	337.75	0.00	337.75	337.75	0.00	0.00%	(337.75)
Revenue Totals	245,901.49	277,951.41	(32,049.92)	245,901.49	3,335,417.00	7.37%	3,089,515.51
Expense Summary							
Insurance	27,328.66	2,194.66	25,134.00	27,328.66	26,335.98	103.77%	(992.68)
Administrative	318.99	5,076.84	(4,757.85)	318.99	60,922.00	0.52%	60,603.01
Capital Purchase	0.00	2,166.67	(2,166.67)	0.00	26,000.00	0.00%	26,000.00
Contractual & Professional Services	58,990.73	74,154.16	(15,163.43)	58,990.73	889,850.00	6.63%	830,859.27
Utility	10,747.12	12,515.00	(1,767.88)	10,747.12	150,180.00	7.16%	139,432.88
Repairs & Maintenance	12,842.91	22,750.01	(9,907.10)	12,842.91	273,000.00	4.70%	260,157.09
Materials & Supplies	11,639.33	15,920.00	(4,280.67)	11,639.33	191,040.00	6.09%	179,400.67
Payroll Expense	50,899.92	47,362.81	3,537.11	50,899.92	568,353.74	8.96%	517,453.82
Personnel	33.75	424.99	(391.24)	33.75	5,100.00	0.66%	5,066.25
Fines & Fees	889.36	780.00	109.36	889.36	9,360.00	9.50%	8,470.64
Intergov't Contracts	367.60	1,250.00	(882.40)	367.60	15,000.00	2.45%	14,632.40
Transfers	0.00	93,012.46	(93,012.46)	0.00	1,116,149.50	0.00%	1,116,149.50
Expense Totals	174,058.37	277,607.60	(103,549.23)	174,058.37	3,331,291.22	5.22%	3,157,232.85

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City of Diboll
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03 - Recreation Fund	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Revenue Summary							
Rentals & Leases	1,250.00	4,841.66	(3,591.66)	1,250.00	58,100.00	2.15%	56,850.00
Charges for Service	50.00	0.00	50.00	50.00	0.00	0.00%	(50.00)
Revenue Totals	1,300.00	4,841.66	(3,541.66)	1,300.00	58,100.00	2.24%	56,800.00
Expense Summary							
Insurance	675.93	52.51	623.42	675.93	630.13	107.27%	(45.80)
Administrative	266.11	275.84	(9.73)	266.11	3,310.00	8.04%	3,043.89
Contractual & Professional Services	140.00	379.17	(239.17)	140.00	4,550.00	3.08%	4,410.00
Utility	5,406.03	4,437.28	968.75	5,406.03	53,247.40	10.15%	47,841.37
Repairs & Maintenance	2,907.96	2,900.00	7.96	2,907.96	34,800.00	8.36%	31,892.04
Materials & Supplies	0.00	33.33	(33.33)	0.00	400.00	0.00%	400.00
Payroll Expense	3,656.15	3,552.03	104.12	3,656.15	42,624.40	8.58%	38,968.25
Transfers	0.00	(6,850.00)	6,850.00	0.00	(82,200.00)	0.00%	(82,200.00)
Expense Totals	13,052.18	4,780.16	8,272.02	13,052.18	57,361.93	22.75%	44,309.75

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City of Diboll
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05 - Restricted Fund	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Expense Summary							
Grant Expense	626.26	5,000.00	(4,373.74)	626.26	60,000.00	1.04%	59,373.74
Project Expense	0.00	100.00	(100.00)	0.00	1,200.00	0.00%	1,200.00
Expense Totals	626.26	5,100.00	(4,473.74)	626.26	61,200.00	1.02%	60,573.74
Revenue Summary							
Miscellaneous	0.00	100.00	(100.00)	0.00	1,200.00	0.00%	1,200.00
Revenue Totals	0.00	100.00	(100.00)	0.00	1,200.00	0.00%	1,200.00

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06 - Hotel/Motel Tax Fund	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Revenue Summary							
Hotel Motel Tax	0.00	1,666.67	(1,666.67)	0.00	20,000.00	0.00%	20,000.00
Revenue Totals	0.00	1,666.67	(1,666.67)	0.00	20,000.00	0.00%	20,000.00
Expense Summary							
Administrative	0.00	333.33	(333.33)	0.00	4,000.00	0.00%	4,000.00
Transfers	0.00	5,500.00	(5,500.00)	0.00	66,000.00	0.00%	66,000.00
Expense Totals	0.00	5,833.33	(5,833.33)	0.00	70,000.00	0.00%	70,000.00

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07 - Seized Fund	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Revenue Summary							
Interest	0.64	0.00	0.64	0.64	0.00	0.00%	(0.64)
Revenue Totals	0.64	0.00	0.64	0.64	0.00	0.00%	(0.64)

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09 - MC Security Fund	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Revenue Summary							
Fines and Fees	544.43	583.33	(38.90)	544.43	7,000.00	7.78%	6,455.57
Revenue Totals	544.43	583.33	(38.90)	544.43	7,000.00	7.78%	6,455.57
Expense Summary							
Transfers	0.00	583.33	(583.33)	0.00	7,000.00	0.00%	7,000.00
Expense Totals	0.00	583.33	(583.33)	0.00	7,000.00	0.00%	7,000.00

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10 - MC Tech Fund	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Revenue Summary							
Fines and Fees	482.01	583.33	(101.32)	482.01	7,000.00	6.89%	6,517.99
Revenue Totals	482.01	583.33	(101.32)	482.01	7,000.00	6.89%	6,517.99
Expense Summary							
Utility	0.00	422.50	(422.50)	0.00	5,070.00	0.00%	5,070.00
Expense Totals	0.00	422.50	(422.50)	0.00	5,070.00	0.00%	5,070.00

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11 - PEG Fund	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Revenue Summary							
Franchise Tax	0.00	333.33	(333.33)	0.00	4,000.00	0.00%	4,000.00
Revenue Totals	0.00	333.33	(333.33)	0.00	4,000.00	0.00%	4,000.00

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12 - Red Light Fund	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Revenue Summary							
Interest	15.98	0.00	15.98	15.98	0.00	0.00%	(15.98)
Revenue Totals	15.98	0.00	15.98	15.98	0.00	0.00%	(15.98)
Expense Summary							
Transfers	0.00	2,083.33	(2,083.33)	0.00	25,000.00	0.00%	25,000.00
Expense Totals	0.00	2,083.33	(2,083.33)	0.00	25,000.00	0.00%	25,000.00

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13 - Debt Service Fund	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Revenue Summary							
Property Tax	3,056.32	12,109.90	(9,053.58)	3,056.32	145,318.75	2.10%	142,262.43
Interest	48.09	0.00	48.09	48.09	0.00	0.00%	(48.09)
Revenue Totals	3,104.41	12,109.90	(9,005.49)	3,104.41	145,318.75	2.14%	142,214.34
Expense Summary							
Bond Expense	0.00	50,439.03	(50,439.03)	0.00	605,268.25	0.00%	605,268.25
Fines & Fees	0.00	125.00	(125.00)	0.00	1,500.00	0.00%	1,500.00
Transfers	0.00	(36,202.29)	36,202.29	0.00	(434,427.50)	0.00%	(434,427.50)
Note Expense	0.00	1,914.83	(1,914.83)	0.00	22,978.00	0.00%	22,978.00
Expense Totals	0.00	16,276.57	(16,276.57)	0.00	195,318.75	0.00%	195,318.75

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14 - Endowment Fund	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Revenue Summary							
Interest	0.00	670.83	(670.83)	0.00	8,050.00	0.00%	8,050.00
Revenue Totals	0.00	670.83	(670.83)	0.00	8,050.00	0.00%	8,050.00
Expense Summary							
Transfers	0.00	670.83	(670.83)	0.00	8,050.00	0.00%	8,050.00
Expense Totals	0.00	670.83	(670.83)	0.00	8,050.00	0.00%	8,050.00

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16 - MC Local Truancy Prevention & Diversion Fund	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Revenue Summary							
Fines and Fees	481.41	666.67	(185.26)	481.41	8,000.00	6.02%	7,518.59
Revenue Totals	481.41	666.67	(185.26)	481.41	8,000.00	6.02%	7,518.59

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17 - MC Municipal Jury Fund	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Revenue Summary							
Fines and Fees	9.63	12.50	(2.87)	9.63	150.00	6.42%	140.37
Revenue Totals	9.63	12.50	(2.87)	9.63	150.00	6.42%	140.37
Expense Summary							
Transfers	0.00	33.33	(33.33)	0.00	400.00	0.00%	400.00
Expense Totals	0.00	33.33	(33.33)	0.00	400.00	0.00%	400.00

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18 - Keep Diboll Beautiful	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Expense Summary							
Project Expense	1,782.58	2,903.45	(1,120.87)	1,782.58	34,841.38	5.12%	33,058.80
Expense Totals	1,782.58	2,903.45	(1,120.87)	1,782.58	34,841.38	5.12%	33,058.80

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City of Diboll
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19 - Street Project Fund	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Revenue Summary							
Interest	57.36	0.00	57.36	57.36	0.00	0.00%	(57.36)
Revenue Totals	57.36	0.00	57.36	57.36	0.00	0.00%	(57.36)

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50 - Restricted Project Fund	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Expense Summary							
Transfers	0.00	(6,917.42)	6,917.42	0.00	(83,009.13)	0.00%	(83,009.13)
Expense Totals	0.00	(6,917.42)	6,917.42	0.00	(83,009.13)	0.00%	(83,009.13)

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55 - ARP Funds	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Revenue Summary							
Interest	416.73	0.00	416.73	416.73	0.00	0.00%	(416.73)
Revenue Totals	416.73	0.00	416.73	416.73	0.00	0.00%	(416.73)

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DIBOLL CITY COUNCIL
12-MONTH ATTENDANCE RECORD

Council Member	7/20/2021	8/10/2021	8/24/212	9/14/2021	9/21/2021	9/30/2021	10/6/2021	10/12/2021	11/9/2021	12/14/2021	1/11/2022	2/8/2022
Brian Moreno	0	0	0	0	0	0	0	0	0	0	0	0
Ruben Terrazas	1	0	0	0	0	0	0	0	0	0	0	0
Daniel Lopez	0	0	0	0	0	0	0	0	0	1	0	1
Ray Williams, Jr.												
Benita Sheffield Duffield	0	0	0	0	0	0	0	0	0	0	0	0
Luis Maldonado	1	0	1	0	0	0	0	0	0	1	0	0
Trey Wilkerson	0	0	0	0	0	0	0	0	0	0	0	0
Total Absences	**2**	**0**	**1**	**0**	**0**	**0**	**0**	**0**	**0**	**2**	**0**	**1**

Council Member	3/8/2022	4/12/2022	5/10/2022	5/18/2022	6/14/2022	6/21/2022	7/12/2022	7/13/2022	8/9/2022	9/13/2022	10/11/2022	TOTAL TO-DATE
Brian Moreno	0	0	0	0	0	0	0	0	0	0	0	**0**
Ruben Terrazas	0	0	0	1	0	0	1	1	0	0	1	**5**
Daniel Lopez	0	0	0	0	0	0	1	1	0	0	0	**4**
Ray Williams, Jr.			0	0	0	0	0	0	0	0	0	**0**
Benita Sheffield Duffield	0	0	0	0	0	0	0	0	0	0	0	**0**
Luis Maldonado	0	0	0	0	1	0	1	0	0	0	0	**5**
Trey Wilkerson	0	0	0	0	0	0	0	0	0	0	0	**0**
Total Absences	**0**	**0**	**0**	**1**	**1**	**0**	**3**	**2**	**0**	**0**	**1**	**14**

Rosa M Olvera

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Investment Report for the Quarter Ending September 30, 2022

INVESTMENT STRATEGY: The City intends to pursue a passive portfolio management philosophy. While the financial market will be monitored by investment officials and the City will purchase investments based on the parameters for liquidity and based on market conditions, investment officials do not intend to actively sell investments. Market and credit risk shall be minimized by diversification by investment instrument, by financial institution, and by maturity scheduling.

This report is in compliance with the Act, Chapter 2256 of the Local Government Code and the City of Diboll Investment Policy and Strategies

Respectfully Submitted: Sam Dunham

Dated: 10/19/2022

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City of Diboll
Endowment Investment Detail
through 9/30/2022

Money Market/Pooled Investments				
	Rate	Balance	Type	Description
Southside Trust Money Market - Investment Custody	2.0200%	17,580.74	Restricted	General Fund - Endowments
Total Pool and Money Market		17,580.74		

Endowment Investments

Principal may never be spent. Interest is used to fund operations of civic center, library, park and cemeteries.

Issuer	Purchase Date	Maturity Dates	Rate	Life (days)	Par Value	FMV	Previous Qtr FMV	Change in Mkt from last Qtr
US Treasury Bond	4/30/2021	4/30/2026	0.75%	1,288	170,000	150,603.00	156,041.30	(5,438.30)
Goldman Sachs CD	11/20/2019	11/21/2022	1.80%	32	46,000	45,917.66	45,967.80	(50.14)
Ally Bank UTAH CD	1/30/2020	1/30/2023	1.80%	102	85,000	84,509.55	84,797.70	(288.15)
Federal Home Loan Bank	1/13/2022	12/20/2024	1.05%	792	250,000	232,440.00	237,662.50	(5,222.50)
Capital One Bank	4/21/2022	4/21/2025	2.75%	914	246,000	236,396.16	241,532.64	(5,136.48)
Total Endowment Investments					797,000.00	749,866.37	766,001.94	(16,135.57)

Purchases / Redemptions

Issuer	*Purchase Date*	*Redemption Date*	*Rate*	*Par Value*	*Purchases/ Redemptions*

Due From (+) / To(-)	*Description*	
Southside Trust Money Market - Library		(56,140.35)
Southside Trust Money Market - Library (Annual Interest 2021-2022)		(1,117.95)
Southside Trust Money Market - City of Diboll		(44,741.70)
Southside Trust Money Market - City of Diboll (Annual Interest 2021-2022)		(6,651.80)
		(108,651.80)

Transfer From (+) / To(-)	*Description*	*Transfer Date*	*Transfer Amount*

SSB Trust Endowment Returns	Endow Amt (in $1,000)	%	Current Period 7/1/2022 thru 9/30/2022	YTD 10/1/21 thru 9/30/22	NOTES 10/1/21 thru 9/30/2022
Civc Center	100	14%	81.25	1,117.95	Transfer to City
Forest haven	50	7%	40.63	558.97	Transfer to City
Library	100	14%	81.25	1,117.95	Transfer to Library
Park	20	3%	16.25	223.59	Transfer to City
Temple	425	61%	345.33	4,751.29	Transfer $5,100 per yr expenses + 15% remaining
Total	695	100%	564.72	7,769.75	
Total Fees			(262.41)	(1,009.58)	
Total Dividends			68.42	123.39	
Total Interest			758.71	8,655.94	

Year to Date Interest Earnings*		
** Interest is reflected net of bank service fees*		
Endowment - General Fund	14-01-3803	5,310.26
Endowment - Park	14-10-3803	223.59
Endowment - Civic Center	14-11-3803	1,117.95
Total interest earned		6651.8

TOTAL ENDOWMENT INVESTMENTS	Balance
CASH EQUIVILENTS	17,580.74
FIXED INCOME SECURITIES	749,866.37
TOTAL ENDOWMENT INVESTMENTS	767,447.11

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City of Diboll
City Investment Detail
through 9/30/2022

Money Market/Pooled Investments	Rate	Balance	Type	Description
Southside Trust Money Market -				
City of Diboll	4.9500%	4,856.98	Unrestricted	General Fund
Commercial Bank	0.1500%	252,984.20	Unrestricted	General Fund
Texpool Contingency Account	2.3500%	257,334.41	Unrestricted	General Fund
Texpool Meter Deposit Account	2.3500%	105,094.38	Restricted	Water and Sewer Fund - Meter Deposits
Logic Contingency Account	2.4756%	279,589.04	Unrestricted	Water and Sewer Fund
Bank OZK	2.0000%	4,706,854.19	Restricted	General Fund - PSI Projects
BOK Financial	1.1100%	3,872,586.16	Restricted	Utility Fund - TWDB Loan Proceeds
Total Pool and Money Market		9,479,299.36		

Investments								
Issuer	Purchase Date	Maturity Dates	Rate	Life (days)	Par Value	FMV	Previous Qtr FMV	Change in Mkt from last Qtr
Morgan Stanley Bank CD	6/5/2018	5/31/2023	3.25%	223	93,000	92588.01	93,443.61	(855.60)
Total Endowment Investments					93,000.00	93,443.61		(855.60)

Purchases / Redemptions					
Issuer	*Purchase Date*	*Redemption Date*	*Rate*	*Par Value*	*Purchases/ Redemptions*
Due From (+) / To(-)		*Description*			
Southside Trust Money Market - Investment Custody				44,741.70	
Southside Trust Money Market - City of Diboll (Annual Interest 2021-2022)				6,651.80	
Transfer From (+) / To(-)		*Description*		*Transfer Date*	*Transfer Amount*

Year to Date Interest Earnings*		
** Interest is reflected net of bank service fees*		
General Fund	01-01-3800	5,159.10
Utility Fund	02-09-3800	3,673.37
Utility Fund - Investments	02-09-3803	2,869.90
Seized Fund	07-03-3800	5.07
Red Light Fund	12-01-3800	101.69
Debt Service Fund	13-01-3800	228.95
Street Project Fund	19-07-3800	121.52
ARP Fund	55-01-3800	485.55
Total interest earned		12,645.15

SSB Trust Returns	YTD
	10/1/21 thru 9/30/22
Total	2,869.90
Total Fees	(185.54)
Total Dividends	32.94
Total Interest	3,022.50

TOTAL ENDOWMENT INVESTMENTS	
	Balance
CASH EQUIVILENTS	9,479,299.36
FIXED INCOME SECURITIES	93,443.61
TOTAL ENDOWMENT INVESTMENTS	9,572,742.97

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City of Diboll
Cash Detail
through 9/30/2022

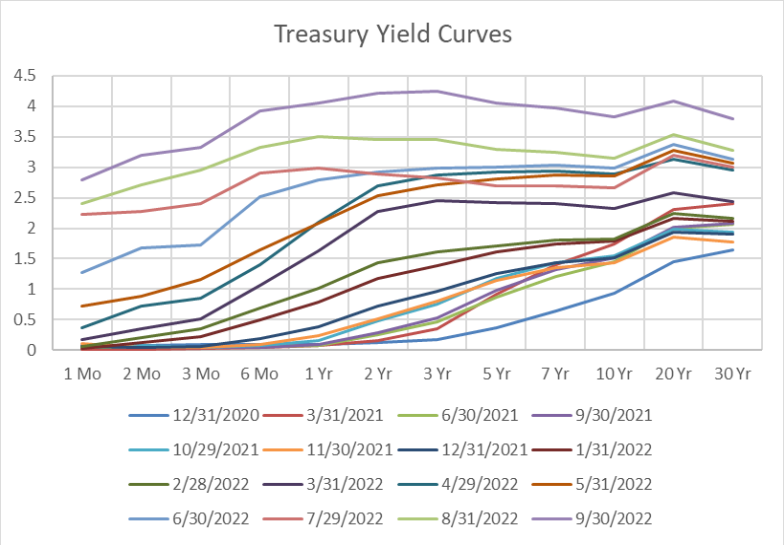
Cash Balances				
Restricted funds may only be used for the items described, Consolidated Cash Report				
Account Name	**Fund Description**	**Balance**	**Type**	**Description**
Consolidated Cash	General	737,677.42	Unrestricted	General Fund Operations
Consolidated Cash	Utility	214,952.28	Unrestricted	Water and Sewer Fund Operations
Consolidated Cash	Recreation	24,829.56	Unrestricted	Recreation Fun Operations
Consolidated Cash	Equipment	356.27	Unrestricted	Funds from sale of equipment
Consolidated Cash	Restricted	154,981.92	Restricted	Donated funds for specific projects
Consolidated Cash	Hotel/Motel	75,444.17	Restricted	Hotel taxes are deposited in this account
Consolidated Cash	Municipal Court Security	13,495.76	Restricted	Funds to be used to enhance the security of the court
Consolidated Cash	Municipal Court Technology	5,691.96	Restricted	Funds to be used to enhance the technology of the court
Consolidated Cash	Debt Service	(55,479.74)	Restricted	Property taxes designated for the payment of debt are deposited in this account
Consolidated Cash	MC Local Trueancy Prevention	20,525.76	Restricted	Funds to be used to finance a juvenile case manager
Consolidated Cash	MC Municipal Jury Fund	411.16	Restricted	Funds to be used for jury services
Consolidated Cash	Keep Diboll Beautiful	26,780.69	Restricted	Funds to be used for beautification of Diboll
Consolidated Cash	Retricted Project Fund	292,600.00	Restricted	Funds retricted to be used for Council Approved Projects
	Total Consolidated Cash	1,512,267.21		
Operations	General Fund	500.15	Unrestricted	Funds to be used for the purpose of accounts payable processing
PEG	PEG Fund	57,602.51	Restricted	Fees received from cable franchise for use in public television capital projects
Seized Funds	Siezed Fund	7,597.38	Restricted	Funds siezed from drug arrests are deposited in this account
Debt Service	Water and Sewer Fund	188,202.46	Restricted	Restricted to the payment of Debt Service
ARP	General Fund	1,291,237.84	Restricted	American Rescue Plan Grant Proceeds - restricted to approved projects
SIB	General Fund	225,121.52	Restricted	State Infrastructure Bank Loan proceeds - For the Contruction of Road
Red Light Revenue	General Fund	75,261.41	Restricted	Red Light Cameras no longer producing revenue, partial balance to fund pending litigation
	Total Other Cash	1,845,523.27		
Total Cash Balances		$ 3,357,790.48		

Accounts Closed		
Bank	***Description***	***Notes***
None		

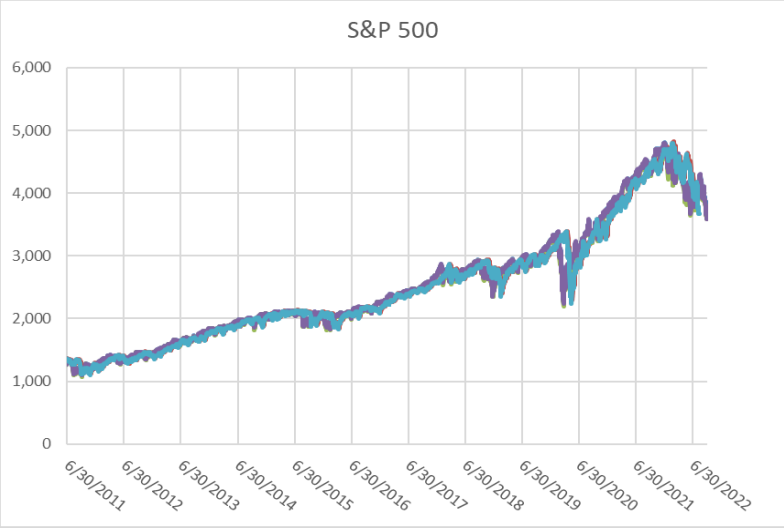
Accounts Opened		
Bank	***Description***	***Notes***
None		

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City of Diboll
Market Detail
through 9/30/2022







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LOGIC

CITY OF DIBOLL
ATTN SAMANTHA DURHAM
PO BOX 340
DIBOLL TX 75941-0340

MONTHLY STATEMENT OF ACCOUNT

ACCOUNT: 1104344001

ACCOUNT NAME: CONTINGENCY

STATEMENT PERIOD: 09/01/2022 - 09/30/2022

LOGIC MONTHLY SUMMARY: THE AVERAGE MONTHLY RATE WAS 2.4756%. THE AVERAGE WEIGHTED AVERAGE MATURITY WAS 19 DAYS AND THE NET ASSET VALUE FOR 9/30/22 WAS 0.999709.

MONTHLY ACTIVITY DETAIL

TRANSACTION DATE	DESCRIPTION	CONFIRMATION NUMBER	TRANSACTION AMOUNT	BALANCE
	BEGINNING BALANCE			279,021.28
09/30/2022	MONTHLY POSTING	9999888	567.76	279,589.04
	ENDING BALANCE			279,589.04

MONTHLY ACCOUNT SUMMARY

BEGINNING BALANCE	279,021.28
TOTAL DEPOSITS	0.00
TOTAL WITHDRAWALS	0.00
TOTAL INTEREST	567.76
ENDING BALANCE	279,589.04
AVERAGE BALANCE	279,021.28

ACTIVITY SUMMARY (YEAR-TO-DATE)

ACCOUNT NAME	DEPOSITS	WITHDRAWALS	INTEREST
CONTINGENCY	0.00	0.00	2,128.62

IF YOU HAVE ANY QUESTIONS, PLEASE CONTACT LOGIC PARTICIPANT SERVICES AT 1-800-895-6442

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TexPool Participant Services
1001 Texas Avenue, Suite 1150
Houston, TX 77002

TEXPOOL
AN INVESTMENT SERVICE FOR PUBLIC FUNDS

TEXAS TRUST
TEXAS TREASURY SAFEKEEPING TRUST COMPANY
COMPTROLLER GLENN HEGAR, CHAIRMAN

Participant Statement

CITY OF DIBOLL
METER FUND
ATTN SAMANTHA DURHAM
PO BOX 340
DIBOLL TX 75941-0340

Statement Period 09/01/2022 - 09/30/2022

Customer Service	**1-866-TEX-POOL**
Location ID	000077014
Investor ID	000003448

TexPool Update

Keep up to date with the latest market talk from our portfolio managers and strategists by visiting the Insights page of TexPool.com.

TexPool Summary

Pool Name	Beginning Balance	Total Deposits	Total Withdrawals	Total Interest	Current Balance	Average Balance
Texas Local Government Investment Pool	$104,886.43	$0.00	$0.00	$207.95	$105,094.38	$104,893.36
Total Dollar Value	**$104,886.43**	**$0.00**	**$0.00**	**$207.95**	**$105,094.38**	

Portfolio Value

Pool Name	Pool/Account	Market Value (09/01/2022)	Share Price (09/30/2022)	Shares Owned (09/30/2022)	Market Value (09/30/2022)
Texas Local Government Investment Pool	449/30300001	$104,886.43	$1.00	105,094.380	$105,094.38
Total Dollar Value		**$104,886.43**			**$105,094.38**

Interest Summary

Pool Name	Pool/Account	Month-to-Date Interest	Year-to-Date Interest
Texas Local Government Investment Pool	449/30300001	$207.95	$724.58
Total		**$207.95**	**$724.58**

62200

00151791

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TexPool Participant Services
1001 Texas Avenue, Suite 1150
Houston, TX 77002

Transaction Detail

Texas Local Government Investment Pool

Participant: CITY OF DIBOLL

Pool/Account: 449/30300001

Transaction Date	Settlement Date	Transaction Description	Transaction Dollar Amount	Share Price	Shares This Transaction	Shares Owned
09/01/2022	09/01/2022	BEGINNING BALANCE	$104,886.43	$1.00		104,886.430
09/30/2022	09/30/2022	MONTHLY POSTING	$207.95	$1.00	207.950	105,094.380
Account Value as of 09/30/2022			**$105,094.38**	**$1.00**		**105,094.380**

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TexPool Participant Services
1001 Texas Avenue, Suite 1150
Houston, TX 77002

TEXPOOL
AN INVESTMENT SERVICE FOR PUBLIC FUNDS

TEXAS TRUST
TEXAS TREASURY SAFEKEEPING TRUST COMPANY
COMPTROLLER GLENN HEGAR, CHAIRMAN

Participant Statement

CITY OF DIBOLL
CONTINGENCY FUND
ATTN SAMANTHA DURHAM
PO BOX 340
DIBOLL TX 75941-0340

Statement Period 09/01/2022 - 09/30/2022

Customer Service 1-866-TEX-POOL
Location ID 000077014
Investor ID 000003450

TexPool Update

Keep up to date with the latest market talk from our portfolio managers and strategists by visiting the Insights page of TexPool.com.

TexPool Summary

Pool Name	Beginning Balance	Total Deposits	Total Withdrawals	Total Interest	Current Balance	Average Balance
Texas Local Government Investment Pool	$256,825.12	$0.00	$0.00	$509.29	$257,334.41	$256,842.10
Total Dollar Value	**$256,825.12**	**$0.00**	**$0.00**	**$509.29**	**$257,334.41**	

Portfolio Value

Pool Name	Pool/Account	Market Value (09/01/2022)	Share Price (09/30/2022)	Shares Owned (09/30/2022)	Market Value (09/30/2022)
Texas Local Government Investment Pool	449/30300008	$256,825.12	$1.00	257,334.410	$257,334.41
Total Dollar Value		**$256,825.12**			**$257,334.41**

Interest Summary

Pool Name	Pool/Account	Month-to-Date Interest	Year-to-Date Interest
Texas Local Government Investment Pool	449/30300008	$509.29	$1,774.50
Total		**$509.29**	**$1,774.50**

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TexPool Participant Services
1001 Texas Avenue, Suite 1150
Houston, TX 77002

Statement Period 09/01/2022 - 09/30/2022

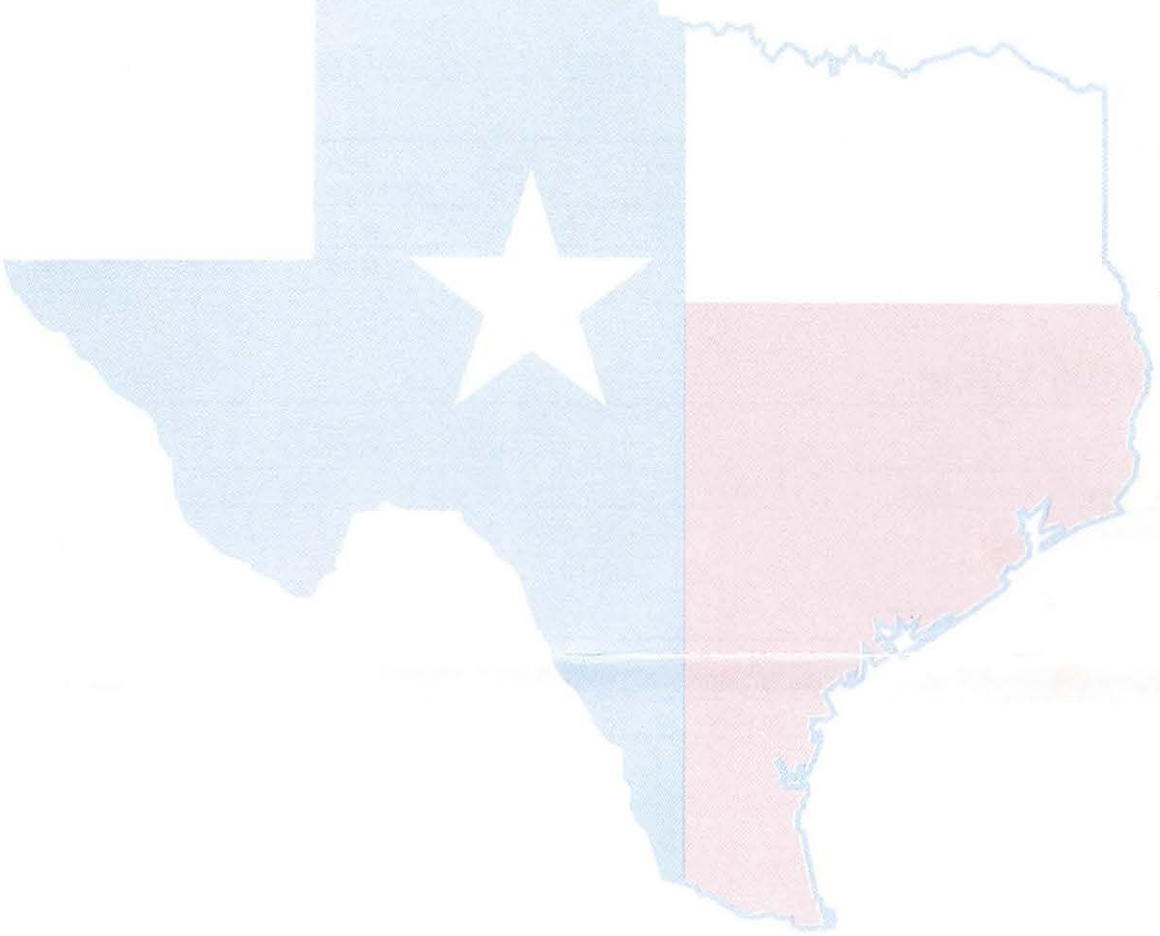
Transaction Detail

Texas Local Government Investment Pool

Participant: CITY OF DIBOLL

Pool/Account: 449/30300008

Transaction Date	Settlement Date	Transaction Description	Transaction Dollar Amount	Share Price	Shares This Transaction	Shares Owned
09/01/2022	09/01/2022	BEGINNING BALANCE	$256,825.12	$1.00		256,825.120
09/30/2022	09/30/2022	MONTHLY POSTING	$509.29	$1.00	509.290	257,334.410
Account Value as of 09/30/2022			**$257,334.41**	**$1.00**		**257,334.410**



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CITY OF DIBOLL TEXAS
PO BOX 340
DIBOLL TX 75941

City Of Diboll Texas Lease Purchase
Escrow Dated 06.28.2022 -
Capitalized Interest Fund

Account 76-0406-02-5

For Period 09/01/22 Through 09/30/22

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STATEMENT OF ACCOUNT
FOR PERIOD 09/01/22 - 09/30/22

DIBOLL TX LEASE PUR ESC CAP INT

ACCOUNT NO. 76-0406-02-5

ADMINISTRATIVE OFFICER
SHEILA MAYDEN
501-978-2218 SHEILA.MAYDEN@OZK.COM

CITY OF DIBOLL TEXAS
PO BOX 340
DIBOLL TX 75941
7594100004

MARKET RECONCILEMENT

	PERIOD	YEAR TO DATE
BEGINNING BALANCES	**192,041.28**	**0.00**
INCOME		
INTEREST	321.83	513.14
CONTRIBUTIONS	0.00	191,849.97
REALIZED GAIN/(LOSS)	0.00	0.00
UNREALIZED GAIN/(LOSS)	0.00	0.00
ENDING BALANCES	**192,363.11**	**192,363.11**

DIVERSIFICATION SUMMARY
ACCOUNT OBJECTIVE: NOT APPLICABLE

	PERCENT OF ASSETS	EST. ANNUAL INCOME	COST	MARKET VALUE
CASH & SHORT TERM INVESTMENTS	100.0%	3,751	192,363.11	192,363.11
TOTAL PORTFOLIO	**100.0%**	**3,751**	**192,363.11**	**192,363.11**

INDIVIDUAL INVESTMENTS

	QUANTITY	CURRENT YIELD	COST	MARKET VALUE
CASH AND EQUIVALENT				
PRINCIPAL CASH			-513.14	-513.14
INCOME CASH			513.14	513.14
BANK OZK	192,363.110	2.0%	192,363.11	192,363.11
INSTITUTIONAL INT BEARING BUSINESS				
TOTAL CASH AND EQUIVALENT			**192,363.11**	**192,363.11**

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DIBOLL TX LEASE PUR ESC CAP INT

ACCOUNT NO. 76-0406-02-5

TRANSACTIONS

DATE	DESCRIPTION	INCOME CASH	PRINCIPAL CASH	COST
	INCOME ACTIVITY			
	INTEREST INCOME			
	BANK OZK			
	INSTITUTIONAL INT BEARING BUSINESS			
09/01/22	INT TO 08/31/22	321.83		
	TOTAL INTEREST INCOME	321.83	0.00	0.00
	TOTAL INCOME	321.83	0.00	0.00
	PURCHASE ACTIVITY			
	BANK OZK			
09/30/22	PURCHASES (1) 09/01/22 TO 09/30/22		-321.83	321.83
	TOTAL PURCHASES	0.00	-321.83	321.83

NOTICE OF LIMITATION PERIODS FOR BREACH OF TRUST ACTIONS THIS NOTICE SERVES TO ALERT PERSONS INTERESTED IN THIS ACCOUNT (I) THAT IN MANY STATES, INCLUDING THOSE LISTED BELOW, STATUTES OF LIMIT ATIONS PROVIDE THAT A BENEFICIARY OF A TRUST MAY NOT COMMENCE A PROCEEDING AGAINST A TRUSTEE FOR BREACH OF T RUST MORE THAN A CERTAIN PERIOD ("PERIOD") AFTER THE DATE THE BENEFICIARY OR A REPRESENTATIVE OF THE BENEFIC IARY WAS SENT A REPORT DISCLOSING SUFFICIENT INFORMATION TO ALERT A RECIPIENT OF THE EXISTENCE OF A POTENTIA L CLAIM FOR BREACH OF TRUST, OR IN NC AFTER TERMINATION OF BENEFICIAL RELATIONSHIP, OR IN TX AFTER THE CAUSE OF ACTION ACCRUES; (II) THAT THIS STATEMENT IS A REPORT WITHIN THE MEANING OF SAID STATUTES; (III) PERSONS OBJECTING TO ANY TRANSACTIONS OR OTHERS DISCLOSED IN THIS STATEMENT MAY BE REQUIRED BY SUCH STATUTES TO PROV IDE WRITTEN NOTICE OF SUCH OBJECTIONS TO BANK OZK IN ORDER TO PRESERVE THEIR RIGHTS TO BRING LEGAL ACTION RE LATING TO SUCH OBJECTIONS. THIS NOTICE AND THE RELEVENT PERIODS LISTED BELOW ARE PROVIDED SOLELY FOR INFORMA TIONAL PURPOSES AND NOT AS LEGAL ADVICE. THE TERMS OF THE RELEVANT STATUTES ARE INCORPORATED HEREIN BY REFER ENCE AND ARE AVAILABLE ON STATE GOVERNMENT WEBSITES. YOU SHOULD CONSULT WITH YOUR OWN COUNSEL REGARDING ANY POTENTIAL CLAIM. AR: ARK. CODE 28-73-1005 1 YEAR; FL: FLA. STAT. 736.1008 6 MONTHS; GA: O.C.G.A. 53-12-307 2 YEARS; SC: S.C. CODE ANN 62.7-1005 1 YEAR; NC: N.C.G.S. 36C-10-1005 5 YEARS; TX: TX CIV PRAC & REM CODE 16 .004 4 YEARS

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BankOZK | TRUST & WEALTH

CITY OF DIBOLL TEXAS
PO BOX 340
DIBOLL TX 75941

City Of Diboll, Texas Lease Purchase
Escrow Dated 06.28.2022

Account 76-0406-01-7

For Period 09/01/22 Through 09/30/22

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BankOZK | TRUST & WEALTH

STATEMENT OF ACCOUNT
FOR PERIOD 09/01/22 - 09/30/22

DIBOLL TX LEASE PUR ESCROW 6.28.2022

ACCOUNT NO. 76-0406-01-7
ADMINISTRATIVE OFFICER
SHEILA MAYDEN
501-978-2218 SHEILA.MAYDEN@OZK.COM

CITY OF DIBOLL TEXAS
PO BOX 340
DIBOLL TX 75941
7594100004

MARKET RECONCILEMENT

	PERIOD	YEAR TO DATE
BEGINNING BALANCES	**4,812,015.55**	**0.00**
INCOME		
INTEREST	9,040.53	14,453.05
CONTRIBUTIONS	0.00	5,448,686.03
DISBURSEMENTS		
FEES/EXPENSES	-306,565.00	-948,648.00
REALIZED GAIN/(LOSS)	0.00	0.00
UNREALIZED GAIN/(LOSS)	0.00	0.00
ENDING BALANCES	**4,514,491.08**	**4,514,491.08**

DIVERSIFICATION SUMMARY
ACCOUNT OBJECTIVE: NOT APPLICABLE

	PERCENT OF ASSETS	EST. ANNUAL INCOME	COST	MARKET VALUE
CASH & SHORT TERM INVESTMENTS	100.0%	88,032	4,514,491.08	4,514,491.08
TOTAL PORTFOLIO	**100.0%**	**88,032**	**4,514,491.08**	**4,514,491.08**

INDIVIDUAL INVESTMENTS

	QUANTITY	CURRENT YIELD	COST	MARKET VALUE
CASH AND EQUIVALENT				
PRINCIPAL CASH			-14,453.05	-14,453.05
INCOME CASH			14,453.05	14,453.05
BANK OZK	4,514,491.080	2.0%	4,514,491.08	4,514,491.08
INSTITUTIONAL INT BEARING BUSINESS				
TOTAL CASH AND EQUIVALENT			**4,514,491.08**	**4,514,491.08**

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TRANSACTIONS

DATE	DESCRIPTION	INCOME CASH	PRINCIPAL CASH	COST
	INCOME ACTIVITY			
	INTEREST INCOME			
	BANK OZK			
	INSTITUTIONAL INT BEARING BUSINESS			
09/01/22	INT TO 08/31/22	9,040.53		
	TOTAL INTEREST INCOME	9,040.53	0.00	0.00
	TOTAL INCOME	9,040.53	0.00	0.00
	DISBURSEMENT ACTIVITY			
	FEES/EXPENSES			
09/20/22	WIRE TO PERFORMANCE SERVICES INC FOR PYMT OF REQUEST DTD 9/14/22 FOR INVOICE #327302 PROJ #40P-C22-3273		-301,565.00	
09/28/22	VISION BUILDING ENERGY CHECK TO VISION BUILDING ENERGY EFFICIENCY LLC/BEE FOR PYMT OF REQUEST DTD 9/26/22 FOR INVOICE #INV22330625 CITY OF DIBOLL CHECK NUMBER: 0334514		-5,000.00	
	TOTAL FEES/EXPENSES	0.00	-306,565.00	0.00
	TOTAL DISBURSEMENTS	0.00	-306,565.00	0.00
	PURCHASE ACTIVITY			
	BANK OZK			
09/30/22	PURCHASES (1) 09/01/22 TO 09/30/22		-9,040.53	9,040.53
	TOTAL PURCHASES	0.00	-9,040.53	9,040.53
	SALE ACTIVITY			
	BANK OZK			
09/30/22	SALES (2) 09/01/22 TO 09/30/22		306,565.00	-306,565.00
	TOTAL SALES	0.00	306,565.00	-306,565.00

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BankOZK | TRUST & WEALTH

DIBOLL TX LEASE PUR ESCROW 6.28.2022

ACCOUNT NO. 76-0406-01-7

NOTICE OF LIMITATION PERIODS FOR BREACH OF TRUST ACTIONS THIS NOTICE SERVES TO ALERT PERSONS INTERESTED IN THIS ACCOUNT (I) THAT IN MANY STATES, INCLUDING THOSE LISTED BELOW, STATUTES OF LIMIT ATIONS PROVIDE THAT A BENEFICIARY OF A TRUST MAY NOT COMMENCE A PROCEEDING AGAINST A TRUSTEE FOR BREACH OF T RUST MORE THAN A CERTAIN PERIOD ("PERIOD") AFTER THE DATE THE BENEFICIARY OR A REPRESENTATIVE OF THE BENEFIC IARY WAS SENT A REPORT DISCLOSING SUFFICIENT INFORMATION TO ALERT A RECIPIENT OF THE EXISTENCE OF A POTENTIA L CLAIM FOR BREACH OF TRUST, OR IN NC AFTER TERMINATION OF BENEFICIAL RELATIONSHIP, OR IN TX AFTER THE CAUSE OF ACTION ACCRUES; (II) THAT THIS STATEMENT IS A REPORT WITHIN THE MEANING OF SAID STATUTES; (III) PERSONS OBJECTING TO ANY TRANSACTIONS OR OTHERS DISCLOSED IN THIS STATEMENT MAY BE REQUIRED BY SUCH STATUTES TO PROV IDE WRITTEN NOTICE OF SUCH OBJECTIONS TO BANK OZK IN ORDER TO PRESERVE THEIR RIGHTS TO BRING LEGAL ACTION RE LATING TO SUCH OBJECTIONS. THIS NOTICE AND THE RELEVENT PERIODS LISTED BELOW ARE PROVIDED SOLELY FOR INFORMA TIONAL PURPOSES AND NOT AS LEGAL ADVICE. THE TERMS OF THE RELEVANT STATUTES ARE INCORPORATED HEREIN BY REFER ENCE AND ARE AVAILABLE ON STATE GOVERNMENT WEBSITES. YOU SHOULD CONSULT WITH YOUR OWN COUNSEL REGARDING ANY POTENTIAL CLAIM. AR: ARK. CODE 28-73-1005 1 YEAR; FL: FLA. STAT. 736.1008 6 MONTHS; GA: O.C.G.A. 53-12-307 2 YEARS; SC: S.C. CODE ANN 62.7-1005 1 YEAR; NC: N.C.G.S. 36C-10-1005 5 YEARS; TX: TX CIV PRAC & REM CODE 16 .004 4 YEARS

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SOUTHSIDE BANK
WEALTH MANAGEMENT & TRUST
PO BOX 152020 · LUFKIN, TEXAS 75915
936.631.3548

Account Summary Statement

Statement Period: Jul 01, 2022 Through Sep 30, 2022

CITY OF DIBOLL INVESTMENT
P.O. BOX 340
DIBOLL, TX 75941

Account Name:	**CITY OF DIBOLL INVESTMENT CUSTODY**
Account Number:	**30040000541**

Account Activity Summary

	This Period	Year To Date
Beginning Market Value	**783,017.96**	**787,607.14**
Distributions	0.00	87.85-
Bank Fees	262.41-	262.41-
Dividends & Interest	827.13	2,071.66
Change In Market Value	16,135.57-	21,881.43-
Ending Market Value	**767,447.11**	**767,447.11**

S2-7
1-326-1003

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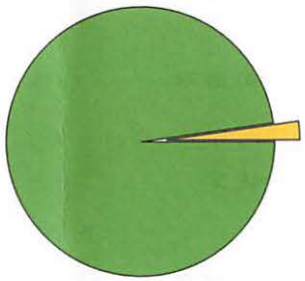
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Account Summary Statement

Statement Period: Jul 01, 2022 Through Sep 30, 2022

Asset Allocation Summary

	Tax Cost	Market Value	Percent
CASH & EQUIVALENTS	17, 580. 74	17, 580. 74	2. 3%
FIXED INCOME	796, 279. 25	749, 866. 37	97. 7%
Total Assets	813,859.99	767,447.11	100.0%
Accrued Income			
Other	4,812.00	4,812.00	
Total Accrued Income	4,812.00	4,812.00	
Total Assets & Accruals	818,671.99	772,259.11	



Beginning Market Value	785,368.24
Ending Market Value	772,259.11

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Statement Period: Jul 01, 2022 Through Sep 30, 2022

Portfolio Assets Detail

Description	Shares	Date Acquired	Total Cost	Current Share Price	Current Mkt Value	% Port	Unrealized Gain/loss	Est Ann Income	Est Ann Yield(%)
Cash & Equivalents									
608919718 FEDERATED HERMES GOVT OBL	17,580.740		17,580.74	1.00	17,580.74	2.3	0.00	503.77	2.87
CASH			0.00		0.00	0.0	0.00	0.00	0.00
Total Cash & Equivalents			17,580.74		17,580.74		0.00	503.77	2.87
Fixed Income									
Fixed Income - Taxable									
02007GMV2 ALLY BANK MIDVALE (UTAH) DTD 01/30/2020 1.8% 01/30/2023	85,000.000	01/22/2020	85,000.00	99.42	84,509.55	11.0	490.45-	1,530.00	1.81
14042TFL6 CAPITAL ONE BANK (USA) NAT DTD 04/20/2022 2.7% 04/21/2025	246,000.000	04/13/2022	246,000.00	96.10	236,396.16	30.8	9,603.84-	6,642.00	2.81
3130AQF40 FEDERAL HOME LOAN BANKS DTD 12/22/2021 1% 12/20/2024	250,000.000	01/12/2022	249,279.25	92.98	232,440.00	30.3	16,839.25-	2,500.00	1.08
38149MKC6 GOLDMAN SACHS BK USA DTD 11/20/2019 1.8% 11/21/2022	46,000.000	11/12/2019	46,000.00	99.82	45,917.66	6.0	82.34-	828.00	1.80
91282CBW0 UNITED STATES TREAS NTS DTD 04/30/2021 .75% 04/30/2026	170,000.000	04/27/2021	170,000.00	88.59	150,603.00	19.6	19,397.00-	1,275.00	0.85
Total Fixed Income - Taxable			796,279.25		749,866.37		46,412.88-	12,775.00	1.70
Total Fixed Income			796,279.25		749,866.37		46,412.88-	12,775.00	1.70

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Account Summary Statement

Statement Period: Jul 01, 2022 Through Sep 30, 2022

Portfolio Assets Detail (Continued)

Description	Shares	Date Acquired	Total Cost	Current Share Price	Current Mkt Value	% Port	Unrealized Gain/loss	Est Ann Income	Est Ann Yield(%)
Total Assets			813,859.99		767,447.11		46,412.88-	13,278.77	1.73
Total Accrued Income					4,812.00				
Total Account			813,859.99		772,259.11				

Statement Of Transactions

Date	Description	Principal Cash	Income Cash	Cost	Gain / Loss
07/01/22	**Beginning Balance**	52,621.48-	52,621.48	813,295.27	
07/01/22	608919718 DIVIDEND ON FEDERATED HERMES GOVT OBL PAYABLE 06/30/2022 EFFECTIVE 06/30/2022		14.36		
07/11/22	MANAGEMENT FEES ACCOUNT # 30099000011 FOR THE PERIOD ENDING 06/30/2022 BASED ON MARKET VALUE_____783,017.96		87.46-		
08/01/22	02007GMV2 INTEREST ON 85,000 UNITS ALLY BANK MIDVALE (UTAH) DTD 01/30/2020 1.8% 01/30/2023 PAYABLE 07/30/2022		758.71		
08/01/22	608919718 DIVIDEND ON FEDERATED HERMES GOVT OBL PAYABLE 07/31/2022 EFFECTIVE 07/31/2022		22.05		

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Statement Period: Jul 01, 2022 Through Sep 30, 2022

Statement Of Transactions (Continued)

Date	Description	Principal Cash	Income Cash	Cost	Gain / Loss
08/08/22	MANAGEMENT FEES ACCOUNT # 30099000011 FOR THE PERIOD ENDING 07/31/2022 BASED ON MARKET VALUE_____785,353.36		87.67-		
09/01/22	608919718 DIVIDEND ON FEDERATED HERMES GOVT OBL PAYABLE 08/31/2022 EFFECTIVE 08/31/2022		32.01		
09/09/22	MANAGEMENT FEES SOUTHSIDE BANK FOR THE PERIOD ENDING 08/31/2022 BASED ON MARKET VALUE_____780,884.78		87.28-		
	NET DEPOSIT	564.72-		564.72	
09/30/22	**Ending Balance**	53,186.20-	53,186.20	813,859.99	0.00

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SOUTHSIDE BANK
WEALTH MANAGEMENT & TRUST
PO BOX 152020 · LUFKIN, TEXAS 75915
936.631.3548

Account Summary Statement

Statement Period: Jul 01, 2022 Through Sep 30, 2022

CITY OF DIBOLL INVESTMENT
P.O. BOX 340
DIBOLL, TX 75941

Account Name:	**CITY OF DIBOLL INVESTMENT CUSTODY**
Account Number:	**30040000550**

Account Activity Summary

	This Period	Year To Date
Beginning Market Value	**98,314.07**	**98,917.52**
Distributions	0.00	11.03-
Bank Fees	32.89-	32.89-
Dividends & Interest	19.41	21.26
Change In Market Value	855.60-	1,449.87-
Ending Market Value	**97,444.99**	**97,444.99**

S5-7
1-326-1003

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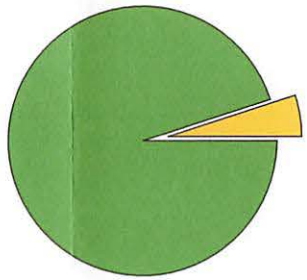
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Account Summary Statement

Statement Period: Jul 01, 2022 Through Sep 30, 2022

Asset Allocation Summary

	Tax Cost	Market Value	Percent
CASH & EQUIVALENTS	4, 856. 98	4, 856. 98	5. 0%
FIXED INCOME	93, 000. 00	92, 588. 01	95. 0%
Total Assets	97,856.98	97,444.99	100.0%
Accrued Income Other	1,027.98	1,027.98	
Total Accrued Income	1,027.98	1,027.98	
Total Assets & Accruals	98,884.96	98,472.97	



Beginning Market Value	98,581.18
Ending Market Value	98,472.97

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Account Summary Statement

Statement Period: Jul 01, 2022 Through Sep 30, 2022

Portfolio Assets Detail

Description	Shares	Date Acquired	Total Cost	Current Share Price	Current Mkt Value	% Port	Unrealized Gain/loss	Est Ann Income	Est Ann Yield(%)
Cash & Equivalents									
608919718 FEDERATED HERMES GOVT OBL	4,856.980		4,856.98	1.00	4,856.98	5.0	0.00	139.18	2.87
CASH			0.00		0.00	0.0	0.00	0.00	0.00
Total Cash & Equivalents			4,856.98		4,856.98		0.00	139.18	2.87
Fixed Income									
Fixed Income - Taxable									
61747MZ87 MORGAN STANLEY BK UTAH CD DTD 05/31/2018 3.25% 05/31/2023	93,000.000	05/23/2018	93,000.00	99.56	92,588.01	95.0	411.99-	3,022.50	3.26
Total Fixed Income - Taxable			93,000.00		92,588.01		411.99-	3,022.50	3.26
Total Fixed Income			93,000.00		92,588.01		411.99-	3,022.50	3.26
Total Assets			97,856.98		97,444.99		411.99-	3,161.68	3.24
Total Accrued Income					1,027.98				
Total Account			97,856.98		98,472.97				

Statement Of Transactions

Date	Description	Principal Cash	Income Cash	Cost	Gain / Loss
07/01/22	**Beginning Balance**	9.18	9.18-	97,870.46	
07/01/22	608919718 DIVIDEND ON FEDERATED HERMES GOVT OBL PAYABLE 06/30/2022 EFFECTIVE 06/30/2022		4.28		

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Statement Period: Jul 01, 2022 Through Sep 30, 2022

Statement Of Transactions (Continued)

Date	Description	Principal Cash	Income Cash	Cost	Gain / Loss
07/11/22	MANAGEMENT FEES ACCOUNT # 30099000011 FOR THE PERIOD ENDING 06/30/2022 BASED ON MARKET VALUE_____98,314.07		10.98-		
08/01/22	608919718 DIVIDEND ON FEDERATED HERMES GOVT OBL PAYABLE 07/31/2022 EFFECTIVE 07/31/2022		6.32		
08/08/22	MANAGEMENT FEES ACCOUNT # 30099000011 FOR THE PERIOD ENDING 07/31/2022 BASED ON MARKET VALUE_____98,139.97		10.95-		
09/01/22	608919718 DIVIDEND ON FEDERATED HERMES GOVT OBL PAYABLE 08/31/2022 EFFECTIVE 08/31/2022		8.81		
09/09/22	MANAGEMENT FEES SOUTHSIDE BANK FOR THE PERIOD ENDING 08/31/2022 BASED ON MARKET VALUE_____98,041.41		10.96-		
	NET WITHDRAWAL	13.48		13.48-	
09/30/22	**Ending Balance**	22.66	22.66-	97,856.98	0.00

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BOK FINANCIAL®

Diboll TX 2021 Twdb ESC L1001202
September 1, 2022 - September 30, 2022

Account Number: 82-5175-01-1

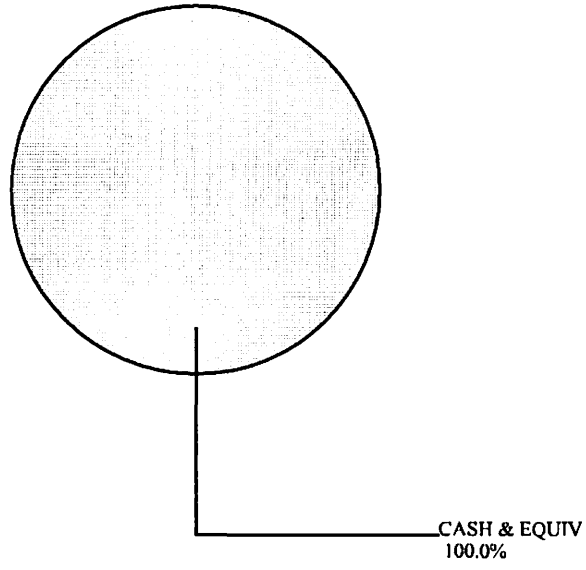
Administrator	*Investment*
Rayne Smith 210-904-8597	Does Not Apply

SAMANTHA DURHAM
CITY OF DIBOLL
400 KENLEY ST
DIBOLL TX 75941

Account Review

Your Beginning Market Value:	**$ 3,866,481.64**
Income Earned :	**$ 6,104.52**
Your Ending Market Value :	**$ 3,872,586.16**

Portfolio Summary



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BOK FINANCIAL®

Diboll TX 2021 Twdb ESC L1001202
September 1, 2022 - September 30, 2022

Account Number: 82-5175-01-1

Earnings Summary

	This Period	This Year
Interest	6,104.52	14,363.16
Total	**$ 6,104.52**	**$ 14,363.16**

Contributions Summary

	This Period	This Year
Receipts	0.00	3,858,223.00
Total	**$ 0.00**	**$ 3,858,223.00**

Withdrawal Summary

	This Period	This Year
Miscellaneous Payment	0.00	0.00
Total	**$ 0.00**	**$ 0.00**

Gain/Loss Summary

	This Period	This Year
Appreciation/(Depr.)	0.00	0.00
Total	**$ 0.00**	**$ 0.00**

List of Assets

Description	Shares	Cost	Market Value	Percent Of Total Market	Projected Annual Income	Current Yield
Cash and Equivalent						
Bot Short-Term Cash Fund I	3,872,586.160	3,872,586.16	3,872,586.16	100.00%	100,989	2.61%
Total Cash and Equivalent		***$ 3,872,586.16***	***$ 3,872,586.16***	***100.00%***	***$ 100,989***	***2.61%***
Total Assets		**$ 3,872,586.16**	**$ 3,872,586.16**	**100.00%**	**$ 100,989**	**2.61%**

Transaction Activity

Date	Description	Income Cash	Principal Cash	Cost
09/01/22	**Balances At Beginning of Period**	**$ 0.00**	**$ 0.00**	**$ 3,866,481.64**
09/01/22	Int To 08/31/22 Bot Short-Term Cash Fund I	6,104.52	0.00	0.00

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BOK FINANCIAL

Diboll TX 2021 Twdb ESC L1001202
September 1, 2022 - September 30, 2022

Account Number: 82-5175-01-1

Transaction Activity

Date	*Description*	*Income Cash*	*Principal Cash*	*Cost*
09/01/22	Purchased 6104.52 Units @ 1 Bot Short-Term Cash Fund I	0.00	-6,104.52	6,104.52
09/02/22	Income To Principal Transfer	-6,104.52	6,104.52	0.00
09/30/22	**Balances At End of Period**	**$ 0.00**	**$ 0.00**	**$ 3,872,586.16**

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Samantha Durham
Director of Finance

400 Kenley
PO Box 340
Diboll TX, 75941
(936)829-4757
Fax: (936)829-1179
Email:
sdurham@cityofdiboll.com

CITY OF DIBOLL

Interoffice Memorandum

DATE: **November 15, 2022**

TO: **Mayor and Council Members**

THRU: **Jason Arnold, City Manager**

SUBJ: **2022-2023 Budget Amendment No. 1**

ITEM NO. 1 CAPITAL IMPROVEMENTS

Due to market restraints, several capital improvement expenditures budgeted in the 2021-2022 FY Budget Amendment were not processed, delivered, or completed.

These expenditures include:
1) Completed setup of the newest police patrol car
2) One 2021 Kawasaki Mules.

Therefore, there was a significant amount that rolled into fund balance at the 9-30-2022 year end that we wish to reallocate to the 2022-2023 FY Budget.

The 2021-2022 FY Budget completed the year with budget remaining in the following accounts:

GL No.	Department	Account Name	Budget Remaining
01-03-4080	Police	Capital Improvements	$8,383.00
02-09-4080	Utility	Capital Improvements	$15,275.00

At this time, we request $8,383.00 to be transferred from the General Fund balance and $15,274.58 to be transferred from the Utility Fund balance for the expenses described above.

ITEM NO. 2 AUCTION PROCEEDS

In the 2021-2022 FY, The City of Diboll auctioned off public works and police unused and outdated equipment and vehicles. The revenue generated from this auction totaled $61,363.04. These proceeds

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rolled into the General Fund Balance at year end 2022. It is our request to reallocate those funds back into the 2022-2023 Budget as follows:

GL No.	Department	Description	Budget Requested
01-03-4500	Police	Miscellaneous to be used for building upgrades, vehicle upfitting, or new officer program	$7,900.00
02-08-4080	Utility	Capital Improvements	$53,463.00

ITEM NO. 3 WI-FI IN THE PARK

The Wi-Fi in the Park Project was completed in September 2022.

There was a significant amount that rolled into fund balance at the 9-30-2022 year end that we wish to reallocate to the 2022-2023 FY Budget to final out the expenses related to the project completion.

The 2021-2022 FY Budget completed the year with budget remaining in the following accounts:

GL No.	Department	Account Name	Budget Remaining
05-10-4217	Parks	Keeler-Parks	$17,250.00

At this time, we request $17,250.00 to be transferred from the Restricted Fund balance for the expenses described above.

Fond regards,

Sam Durham
Finance Director

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CITY OF DIBOLL, TX
BUDGET ADJUSTMENT REQUEST

Department: Police

Fiscal Year: 2022-2023

FROM TO	Fund, Department	Account Number	Description of Activity	Current Budget Amount	Budget Adjustment Amount	Revised Budget Amount
FROM	General	01-3000	Fund Balance	0	-16283.00	-
FROM						-
FROM						-
FROM						-
FROM						-
FROM						-
FROM						-
FROM						-
FROM						-
FROM						-
FROM						-
FROM						-
		Sub-total		-	-	-
TO	General PD	01034080	21/22 remainder needed to upfit vehicles	107,500	8,383	115,883
TO	General PD	01034500	See Comments Below	-	7,900	7,900
TO						-
TO						-
TO						-
TO						-
TO						
TO						
TO						
TO						-
TO						-
TO						-
TO					16,283.00	-
		Sub-total		-	-	-
		TOTAL		-	must = $ 00	-

Reason for Adjustment:

$7,900 from vehicle sales moved into misc. as it might be used for building upgrades, vehicle up-fiting or new officer program. Will be moved again later.

8,383 reallocate to complete vehicle upfitting from 2021-2022

Requested By _____ (Department Director) DATE: 11-7-22

Approval: Sam Dunham (Finance Director) DATE: 11-8-2022

Approval: _____ (City Manager) DATE: 11-8-2022

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CITY OF DIBOLL, TX BUDGET ADJUSTMENT REQUEST

Department: Public Works

Fiscal Year: 2022-2023

FROM TO	Fund, Department	Account Number	Description of Activity	Current Budget Amount	Budget Adjustment Amount	Revised Budget Amount
FROM	General	01-300	Fund Balance	-	68,739	-
FROM						-
FROM						-
FROM						-
FROM						-
FROM						-
FROM						-
FROM						-
FROM						-
FROM						-
FROM						-
FROM						-
		Sub-total				-
TO	Water	02-09-4080	Rollover funds for mule on order.	-	15,275	15,275
TO	WasteWater	02-08-4080	Remaing auction balance transfer	26,000	53,463	79,463
TO						-
TO						-
TO						-
TO						-
TO						
TO						
TO						-
TO						-
TO						-
TO						-
		Sub-total		**26,000**	**68,739**	**94,739**
		TOTAL			**0**	

Reason for Adjustment: $15,275 Rollover funds for mule order and not recived from previous budget year. Supply chain shortages.

$53,463 Requesting to use funds from surplus auction to purchase vehicle for watewater department

Requested By Joshua Richard (Department Director) DATE: 11-8-2022

Approval: Sam Burton (Finance Director) DATE: 11-8-22

Approval: Jason Arnold (City Manager) DATE: 11-8-22

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CITY OF DIBOLL, TX BUDGET ADJUSTMENT REQUEST

Department: Restricted

Fiscal Year: 2022-2023

FROM TO	Fund, Department	Account Number	Description of Activity	Current Budget Amount	Budget Adjustment Amount	Revised Budget Amount
FROM	Restricted	05-300	Fund Balance	-	17,250	-
FROM						-
FROM						-
FROM						-
FROM						-
FROM						-
FROM						-
FROM						-
FROM						-
FROM						-
FROM						-
FROM						-
		Sub-total				-
TO	Restricted - Parks	05-10-4217	Rollover funds for Wifi Project Completion	-	17,250	17,250
TO						
TO						-
TO						-
TO						-
TO						-
TO						
TO						
TO						-
TO						-
TO						-
TO						-
		Sub-total		-	**17,250**	**17,250**
		TOTAL			-	

Reason for Adjustment:

Requested By Sam Durham (Department Director) DATE: 11-8-2022

Approval: Sam Durham (Finance Director) DATE: 11-8-22

Approval: Jason Townsend (City Manager) DATE: 11-8-22

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ORDINANCE NO. 2022-11-001

AN APPROPRIATIONS ORDINANCE AUTHORIZING AN AMENDMENT TO THE 2022/2023 OPERATING BUDGET (BUDGET AMENDMENT NO. 01), PROVIDING FOR THE SUPPLEMENTAL APPROPRIATION OF FUNDS IN THE GENERAL FUND, UTILITY FUND, AND RESTRICTED FUND; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, The City Charter of the City of Diboll requires an Appropriations Ordinance be passed by the City Council each year showing revenue of the City from all sources and the expenditures to the various purposes for the fiscal year;

WHEREAS, City Council approved the 2022/2023 Operating Budget and appropriated the necessary funds out of the General, Utility, and Restricted Fund revenues for the maintenance and operation of various offices, departments and agencies of the City; and

WHEREAS, Council has reviewed and approves the report establishing the need to adjust appropriations in the General, Utility, and Restricted Funds.

THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF DIBOLL, TEXAS, THAT:

Section I

The City Council of the City of Diboll, Texas, hereby authorizes and approves an amendment to the 2022/2023 Operating Budget (Budget Amendment No. 01) for the purpose and in the amounts shown in the attached report, the amounts to be appropriated from Fund Balances:

The following are fund summaries of these adjustments for the budget line items that are affected:

General Fund

Current Expenditure Budget -	2,828291.51
Proposed Expenditure Budget -	2,844,574.51
Decrease to Fund Balance	(16,283.00)
Current Revenue Budget -	2,829,991.54
Proposed Revenue Budget -	2,829,991.54
Increase to Fund Balance	-
Net effect to fund balance is a decrease of	(16,283.00)

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Utility Fund

Current Expenditure Budget -	3,331,291.23
Proposed Expenditure Budget -	3,400,030.23
Decrease to Fund Balance	(68,739.00)
Current Revenue Budget -	3,335,417.00
Proposed Revenue Budget -	3,335,417.00
Increase to Fund Balance	-
Net effect to fund balance is a decrease of	(68,739.00)

Restricted Fund

Current Expenditure Budget -	122,400.00
Proposed Expenditure Budget -	139,650.00
Decrease to Fund Balance	(17,250.00)
Current Revenue Budget -	1,200.00
Proposed Revenue Budget -	1,200.00
Increase to Fund Balance	-
Net effect to fund balance is a decrease of	(17,250.00)

Section II

The City Council of the City of Diboll, Texas, hereby amends the 2022/2023 Operating Budget in the General, Utility, and Restricted Funds, adjusting appropriations as stated in Section 1 above.

Section III

That this ordinance shall be and become effective immediately upon and after its adoption and approval.

PASSED AND APPROVED by the City Council of the City of Diboll, Texas on this the 15th day of November, 2022.

_____
Trey Wilkerson, Mayor

ATTEST:

_____
Rosa Olvera, City Secretary

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Lease Agreement

Neches Pines Golf Course

THIS LEASE AGREEMENT ("Lease") is entered into this 15th day of November, 2022 by and between **WHGC, LLC,** a Texas Limited Liability Company ("Lessee"), and **THE CITY OF DIBOLL,** a Texas Government Entity ("Lessor").

1. **Leased Property.**
   Lessor leases to Lessee and Lessee leases from Lessor the real and personal property described as follows:
   (a) **Real Property.** That parcel of land commonly known as Neches Pines Golf Course along with all buildings, fixtures and other improvements located on the real property ("Leased Premises"); in Diboll, Angelina County, Texas and
   (b) **Personal Property.** All equipment, furnishings, machinery and vehicles described in Exhibit "**A**" attached to this Lease and made a part of this Lease for all purposes. Such property shall be maintained by Lessee and returned to Lessor in the same or similar condition, normal wear and tear excepted.

2. **Use of Leased Premises.**
   2.1 Permitted Use.
   Lessee agrees it will use the Leased Premises for the operation of a public golf course and other activities customarily associated with the operation of a golf course, including, without limitation, sale or rental of golf related merchandise at a golf professional's shop, the furnishing of lessons by a golf professional, operation of a driving range, and sales of food and beverages, including alcohol sales.

   Lessee shall not use the Leased Premises for any unlawful purpose and shall comply with all valid laws, rule and regulations applicable to the Leased Premises or the businesses conducted on the Leased Premises.

   2.2 Compliance with Requirements
   Lessee shall comply with all applicable governmental laws, ordinances, codes, rules and regulations and applicable orders and directions of public officers thereunder, with all applicable Board of Fire Insurance Underwriters regulations and other governmental requirements (collectively, "Laws") respecting Tenant's use, operations, signage, and maintenance of the Leased Premises, the violation of which would adversely affect the Leased Premises, public health and safety, Lessor or Lessee. In the event Lessee receives notice of any violation from any governmental authority, Tenant shall promptly notify Lessor of its receipt of such notice, and will promptly address all compliance issues identified therein that are arise from Lessee's obligations hereunder. Tenant shall not make or permit any use of the Leased Premises,

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or do or permit to be done anything in or upon the Leased Premises, or bring or keep anything in the Leased Premises, which directly or indirectly is forbidden by an of the foregoing or which may be dangerous to persons or property, or which may invalidate or increase the rate of insurance on the Leased Premises, its appurtenances, contents, or operations. Lessee shall procure and maintain all licenses and permits legally necessary for the operation of Lessee's business and allow Lessor to inspect them upon reasonable prior request.

2.3 Operation of Golf Course

a) Lessee represents and warrants that it shall operate and manage Neches Pines Golf Course in a professional manner in accordance with applicable industry standards. All public operations of Lessee on the Leased Premises shall be conducted under the name ***Neches Pines Golf Course***.

b) Lessee agrees to use best efforts to effectuate a smooth transition in the transfer of the operation of the golf course from the Lessor.

3. **Quiet Enjoyment.** Subject only to the terms of this Lease, so long as Lessee complies with its obligations, Lessor shall secure to Lessee the quiet and peaceful enjoyment of the Leased Premises and the sole and exclusive possession of the Leased Premises without objection or interference from Lessor, Lessor's mortgagee, or any other party claiming under Lessor.

   Lessor will have the right to conduct inspections of the property with written notice to Lessee. If Lessor deems the conditions to be below that of the quality level in existence when lease term begins, Lessee will have 90 days to correct these issues. Exceptions to this include less than desirable conditions due to acts of God (fire, flood, tornado, etc.).

4. **Term.**
   - **4.1 Initial Term**. The initial term of this Lease shall be for ten (10) years beginning January 1, 2023 and ending December 31, 2033.
   - **4.2 Extensions of Term**. The term of this Lease may be extended (provided Lessee is not in default) in writing by Lessee at anytime during the last twelve (12) months of the initial term under all of the terms, covenants and conditions contained in this Lease for one (1) five (5) year option period.

5. **Lease Year Defined.** A "Lease Year" is that period of twelve (12) consecutive calendar months beginning **January 1** and ending **December 31** throughout the term of this lease. The Lease year may be changed by written agreement of the parties.

6. **Rent.** In consideration of Lessor executing this Lease and granting the rights provided in this Lease, Lessee will pay Lessor $100 each year payable on the 15th of each January hereafter until the lease term or any extension thereafter

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expires. Furthermore, Lessee will commit to completing improvements in addition to standard maintenance and upkeep. The cost of the additional improvements will be equal to or greater than thirty percent (30%) of all revenues above expenditures. Expenditures may include a twenty-five thousand ($25,000) management fee. Improvements must be completed and documented within the following calendar year.

7. **Maintenance and Examination of Records.** Lessee agrees to maintain its financial records pertaining to the operation of the Leased Premises for a period of **four (4) years** after the conclusion of any Lease Year in accordance with sound accounting and management practices and further agrees that such financial records shall be open and available to Lessor or Lessor's representative for an examination at all reasonable times during business hours. Lessor shall be entitled at any time within **four (4) years** after the conclusion of a Lease year to question the sufficiency of any rent payments or the accuracy of the report furnished by Lessee.

8. **Taxes.**

8.1 Real Property Taxes

Lessee shall be responsible for any applicable sales tax or personal property tax incurred after the date of execution of this lease. Lessee shall have no responsibility for any taxes, penalties, or tax delinquencies applicable to the Leased Premises during the period prior to the Term or after termination or expiration thereof. In the event any taxing authority assesses Lessee, then Lessee, with Lessor's prior consent, will have the right to contest the validity or amount of taxes by means of appropriate proceedings diligently pursued at Tenant's sole expense. Lessor will cooperate with Lessee in any such contest of the validity or amount of real property taxes, provided that Lessor is not required to incur any cost or expense as a result of such cooperation.

8.2 Other Taxes

Lessee will pay all taxes, license fees or other governmental charges assessed or imposed on the personal property of Lessee located on the Leased Premises or upon the business operations of Lessee conducted on the Leased Premises. Lessee's obligation under this section shall survive termination or expiration of the Lease. Lessee shall have no additional tax obligation. Should any additional tax obligation be imposed on Lessee, Lessor and Lessee agree to meet to equitably adjust the terms to reflect such tax obligation.

9. **Utilities.** Lessee shall solely be responsible to obtain utilities and services required in connection with the Permitted Use, including without limitation, electricity, gas, heating, cooling, telephone and cable. Lessee will pay before delinquency all charges for such utilities and services. Lessor shall permit Lessee to receive such service directly from the applicable provider at Lessee's cost, and shall permit Lessor's wire and conduits, to the extent available, suitable and safely capable, to be used for such purposes.

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10. Capital Improvements. Lessor shall be responsible for all new capital improvements and repairs and alterations to existing capital improvements on the Leased Premises. Lessee retains the right to submit plans for repairs, improvements, alterations or additions to Lessor for approval before any expenses are incurred. Lessor will have the absolute authority to approve or reject any capital improvements to the course.

11. Maintenance and Repair.

11.1 Condition of Leased Premises.

Lessee acknowledges it is accepting the Leased Premises and all furniture, fixtures and equipment in its current "AS IS" condition. Lessee acknowledges that no promise by or on behalf of Lessor, its agents, employees or representatives to alter, remodel, improve, repair and decorate or clean the Leased Premises has been made to or relied upon by Tenant, and that no representation respecting the condition of the Leased Premises has been made to or relied upon by Lessee. Lessee shall notify Lessor of any damage to the Leased Premises, regardless of the cause of such damage.

11.2 Maintenance Obligation.

Lessee shall also have the right to inspect the Leased Premises with Lessor prior to the commencement date and to develop a list, subject to Lessor's agreement, of pre-existing conditions or issues at the Leased Premises. Lessor shall be responsible for the roof, slab, and exterior walls of all buildings, Lessee shall be responsible for the remaining items on the buildings along with all fixtures, furniture and equipment and other improvements and items on Leased Premises, including all personal property acquired under this Lease and Lessee will maintain the Leased Premises in good order and in sanitary and safe condition at Lessee's sole expense. Lessee agrees it will maintain the Leased Premises in conformance with the maintenance standards currently in use and Lessee acknowledges it has informed itself fully as to the current conditions of the course.

11.3 Alterations

Lessee shall make no alterations or improvements to the Leased Premises without the Lessor's prior written consent, which shall not be unreasonably withheld. Notwithstanding the foregoing, Lessee may make minor, nonstructural alterations or additions to the Leased Premises, but any such alterations or additions shall be made at Lessee's expense and shall become the property of Lessor upon completion unless otherwise agreed by Lessor in writing. Unless made on an emergency basis to prevent injury to person or property, Lessee will submit plans for any alteration or addition with an estimated cost of more than Five Thousand Dollars ($5,000.00) to Lessor for Lessor's prior approval, such approval not to be unreasonably withheld. Lessee shall not create or permit the creation of any lien attaching to Lessor's interest in the Leased Premises as a result of any of Lessee's activities in

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connection with this Lease. If any mechanic's lien is filed by a third party as a result of Lessee's activities under this Lease, Lessee shall cause such lien to be released within thirty (30) days after filing.

11.4 Equipment.
Lessor will provide Lessee the use of Lessor's existing fixtures, furniture, deleted computers and mobile equipment. Lessee will assume responsibility for all existing fixtures, furniture, and mobile equipment and will maintain and replace, as Lessee deems necessary, all mobile equipment and personal property necessary to operate the golf course. Lessee will not utilize Lessor's fixtures, furniture, and mobile equipment at any other location owned, leased or manage by Lessee. All fixtures, furniture and mobile equipment will remain property of Landlord upon completion of Lease.

11.5 Irrigation.
Lessee shall be responsible for irrigation of the Leased Premises and its operation and maintenance. Lessee shall keep the Leased Premises irrigated and maintained in a manner to achieve the condition of the Course as it appears on November 8, 2022.

11.6 Grounds Maintenance.
Lessee shall be responsible for all turf, trees, vegetation, creeks and ponds of the Leased Premises and its operation and maintenance. Grounds include the ditches adjacent to Lumberjack Drive and Arrington Road. Dead trees on the property shall be properly fell and disposed of. All stumps shall be ground and the site redressed. Lessee shall keep the Leased Premises maintained in a manner to achieve the condition of the Course as it appears on November 8, 2022.

12. Operational Standards
Lessee will operate the golf course and clubhouse facility in accordance with the current golf course standards in existence on November 8, 2022.

13. Lessor's Rights
13.1 Reservation of Rights.
Lessor reserves and shall have the following rights, each of which shall, unless expressly provided otherwise, be exercisable without notice, except as provided below, and without liability of Lessor, its agents, employees or contractors to Lessee for loss of interruption of business, or for any other matter, and without effecting an eviction or disturbance of Lessee's use or possession, in whole or in part, actual or constructive, or giving rise or entitling Lessee to any claim for set-off, abatement or reduction of rent or relieving Lessee from the performance of or affecting any of Lessee's obligations under this Lease, provided that Landlord will use commercially reasonable efforts to exercise such rights in a manner that will minimize disruption to Lessee's operations. In the event the exercise of these rights is

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materially disruptive to Lessee's operation of its business so that Lessee does not operate the golf course or a portion thereof as a result of such disruption, and provided that Lessee is not in default under this Lease, Lessor and Lessee will agree upon an equitable abatement prior to commencement of any such activity, which shall be applicable for the period of such disruption. The rights reserved to Lessor are as follows:

1) to access the Leased Premises, for access in connection with subparagraphs (b) – (d) below, for the purpose of (a) inspecting the Leased Premises or other reasonable purposes; (b) constructing, installing, maintaining, and operating its existing and future water resource facilities and systems; (c) performing repairs and maintenance to the Leased Premises as deemed necessary or desirable in Lessor's sole discretion; (d) showing the Leased Premises to brokers, prospective tenants or prospective purchasers of the Leased Premises; and (e) curing any Lessee default;
2) to grant easements for the installation of utilities or other purposes provided that such easement will not cause any substantial interference with the operation of Leased Premises

14. Lessor's Cooperation. Lessor recognizes and acknowledges that Lessee will need the assistance and cooperation of Lessor in order to properly perform and fulfill Lessee's covenants and obligations under this Lease. Therefore, Lessor agrees it will cooperate with Lessee at no additional charge to secure all permits or licenses that are required in order for Lessee to fulfill its obligations under this Lease.

15. Insurance.

Lessee shall provide worker's compensation insurance, automobile liability insurance, liability insurance in the amount of $1,000,000.00 for each occurrence and in aggregate. Lessee will have Lessor as additional insured on Lessee's liability policies.

Lessee agrees to maintain, at Lessor's expense, fire and extended coverage insurance on the structures located on the Leased Premises, including the clubhouse and related buildings with coverage limits not less than the full replacement cost of the building and related improvements, subject to Lessor's deductible.

16. Indemnity. Lessee agrees to and shall indemnify Lessor against, and hold Lessor harmless from any and all claims (whether asserted or unasserted), losses, damages, injuries or death of any person, damages to and destruction of property why whomsoever owned, including loss of use thereof or interruption of business associated therewith, violations of any Laws, causes of action, suits, administrative actions, assessments, liens and liabilities of every kind (collectively "Claims"), including without limitation, any reasonable attorney's

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fees, costs and expenses to the extent resulting from the acts or omissions of Lessee, its agents, employees, affiliates, vendors, contractors, or subcontractors, in connection with this Lease, or arising from Lessee's breach of any obligation, representation, warranty or covenant contained in this Lease. Lessee shall defend Lessor against any and all such claims, at Lessee's expense, with counsel reasonably acceptable to Lessor. Lessor, at its expense, shall have the right to approve any settlement, which shall not be unreasonably withheld. All indemnification obligations in this Lease shall survive termination, expiration or cancellation of this Lease.

Lessor agrees to and shall indemnify Lessee against, and hold Lessee harmless from any and all claims, including without limitation, any reasonable attorney's fees, costs and expenses to the extent resulting from the acts or omissions of Lessor, its agents, employees, affiliates, vendors, contractors, or subcontractors, while on the Leased Premises, or to the extent arising from Lessor's breach of any obligation, representation, warranty or covenant contained in this Lease. Lessor shall defend Lessee against any and all such claims, at Lessor's expense, with counsel reasonably acceptable to Lessee. Lessee, at its expense, shall have the right to participate in the defense of any claims or litigation and shall have the right to approve any settlement, which shall not be unreasonably withheld. The indemnification provision of this Section shall not apply to damages or other losses to the extent approximately cause by or resulting from the negligence of Tenant. All indemnification obligations in this Lease shall survive termination, expiration or cancellation of this Lease.

17. Damage and Restoration. If the buildings, land or other fixtures on the Leased Premises, or the personal property leased under this Lease, should be partially or materially damaged or totally destroyed by fire or other casualty, or a force of majeure occurrence beyond the control of either Lessor or Lessee, either Lessor or Lessee shall have the right to terminate upon written notice to the other party, provided that in the event the damages to the Leased Premises does <u>not</u> exceed a cost of $100,000.00, and such repairs can be completed within six (6) months, Lessor shall repair the Leased Premises or provide the reasonable substitutes of similar quality and function. If neither tenant nor Lessor elects to terminate this Lease, Lessor will repair, reconstruct or replace the buildings, improvements and personal property to a condition as good as the condition in which the buildings, improvements and personal property existed prior to their damage or destruction. If repair, reconstruction or replacement is prohibited under then existing laws, this Lease shall terminate without further obligation on the part of either party.

If Lessee is unable to use all or a significant portion of the Leased Premises, excepting the clubhouse, during repair, reconstruction or replacement as provided for in this Section, Lessee's rental obligations shall be abated or credited as appropriate until such time as Tenant is again able to use the Leased Premises for their intended purpose.

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18. Eminent Domain. If at any time during the term of this Lease, title to all or substantially all of the Leased Premises shall be taken by condemnation or by right of eminent domain, this Lease shall terminate on the date of the taking and the rent shall be apportioned to the date of such taking. For purposes of this section, substantially all of the Leased Premises shall be deemed to have been taken if that portion of the Leased Premises not taken cannot be economically utilized by Lessee for those purposes permitted under Section 2 of this Lease.

19. Force Majeure. If an event of force majeure occurs, including without limitation, hurricane, tornado, declared or undeclared war, sabotage, riot or other acts of civil disobedience, acts of government, labor disputes, shortages of fuel, accidents, fires, explosions, floods, earthquakes, other acts of God, or events beyond either Party's reasonable control, which substantially prevents either Party's fulfillment of any of its obligations hereunder, it is agreed that such obligation shall be excused for the duration of the force majeure even, provided that the Party affected by such event shall give prompt written notice of the force majeure circumstances to the other Party and shall resume fulfillment of its obligations as soon as practicable.

20. Assignment. Except as otherwise provided below, Lessee shall not assign this Lease or sublet any of the Leased Premises without the prior written consent of Lessor, provided that Lessee to this Lease shall continue to be liable for all obligations under this Lease. Lessee shall notify Lessor of any proposed assignment or subletting at least thirty (30) days prior to the proposed effective date of such assignment or subletting. In the event that any such assignment or subletting is approved by Lessor, the assignee or sublessee shall agree in writing to be bound by all of the covenants of this Lease required of Lessee. Any assignment or subletting in violation of this Section 20 shall be null and void. Lessor shall have the right to sell, convey, transfer, assign, pledge, mortgage or encumber, in whole or in part, all and every feature of Lessor's rights and obligations hereunder and in the Buildings and the Leased Premises. Upon the occurrence of any sale, conveyance, transfer or assignment, such successor in interest shall be deemed to have assumed Lessor's rights and obligations under this Lease, Lessor will be released from all obligations hereunder, and Lessee agrees to look solely to such success-in-interest of Lessor for the performance of such obligations. Lessee shall have the right to engage independent contractors for professional golf instructions without obtaining Lessor's consent hereunder.

21. Breach and Remedies.

The following conditions will constitute a breach of this Lease and a default hereunder ("Default"):

21.1 Conditions of default.

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1) If Lessee fails to pay rent or fulfill any other monetary obligation of Lessee to Lessor, and Lessee fails to pay any third-party services or utility bills pursuant to the terms of this Lease, and Lessee fails to cure such monetary Default within fifteen (15) days after written notice from Lessor to Lessee of such monetary Default.
2) If either party fails to perform any of its non-monetary obligations under this Lease when due or called for, and the Party in Default fails to cure such non-monetary Default within thirty (30) days after written notice from the non-defaulting Party of such non-monetary Default; provided, however, that if the nature of the non-monetary Default is the result of a force majeure occurrence or is otherwise of a nature such that it cannot be fully cured within that thirty (30) day period, the Party in Default shall have such additional time as is reasonably necessary to cure the Default so long as the Party in Default is proceeding diligently to complete the necessary cure after service of notice by the non-defaulting Party.
3) If Lessee becomes insolvent or bankrupt or admits in writing its inability to pay its debts as they mature, or makes an assignment for the benefit of creditors, or if a trustee or receiver is appointed for Lessee or for a major part of its property, or any bankruptcy, reorganization, arrangement, insolvency or liquidation proceeding, or other proceeding for relief under any bankruptcy law or similar law for the relief of debtors is instituted (A) by Lessee, or (B) against Lessee and is allowed against it or is consented to by it or is not dismissed within sixty (60) days after such institution.
4) The occurrence of any Default by Lessee under this Lease that occurs more than three (3) times in any period of twelve (12) months, whether or not such Default is subsequently cured.

21.2 Remedies.

1) In the event of Lessee's Default, Lessor shall have the rights and remedies hereinafter set forth, which shall be distinct, separate and cumulative and shall not operate to exclude or deprive Lessor of any other right or remedy allowed it at law or in equity:
    a) Lessor may terminate this Lease by giving to Lessee written notice of Lessor's election to do so, in which event the Term of this Lease shall end, and all right, title and interest of Lessee hereunder shall expire, on the date stated in such notice;
    b) Lessor may terminate the right of Lessee to possession of the Leased Premises without terminating this Lease by giving written notice to Lessee that Lessee's right of possession shall end on the date stated in such notice, whereupon the right of Lessee to possession of the Leased Premises of any part thereof shall cease on the dated stated in such notice; and
    c) Lessor may enforce the provisions of this Lease and my enforce and protect the rights of Lessor hereunder by a suit or suits in

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equity or at law for the specific performance of any covenant or agreement contained herein, and for the enforcement of any other appropriate legal or equitable remedy, including without limitation injunctive relief, recovery of all money due or to become due from Lessee under any of the provisions of this Lease and recovery of damaged incurred by Lessor by reason of the Default.

2) If either party at any time by reason of the other Party's Default pays any sum or does any act that requires payment of any sum, the sum paid by the non-defaulting Party shall be immediately due and owing by the defaulting Party to the non-defaulting Party at the time the sum is paid, and if paid at a later date shall bear interest at the rate of eight percent (8%) per annum from the date the sum is paid by the non-defaulting Party until the non-defaulting Party is reimbursed by the defaulting Party.

3) If either Lessor or Lessee should find it necessary to bring an action in a court of law to enforce any of its rights or remedies under this Lease, both Parties agree that the Prevailing Party in any such litigation shall be entitled to a recovery of reasonable attorney's fees and costs incurred by way of such action.

22. Surrender

Upon the termination of this Lease by lapse of time or otherwise or upon the earlier termination of Lessee's right of possession, Lessee shall surrender possession of the Leased Premises to Lessor and deliver all keys and other entry devices to the Leased Premises to Lessor, and shall, subject to the following subparagraphs , return the Leased Premises and all equipment and fixtures owned by Lessor therein to Lessor in as good condition as when Lessee originally took possession, except for ordinary wear and tear and damage caused by fire or casualty not resulting from Lessee's acts or omissions. All installations, additions, fixtures and improvements, except moveable furniture and equipment and other personal property belonging to Lessee and Lessee's trade fixtures, in or upon the Leased Premises, all without compensation, allowance or credit to Lessee. Without limitation of any other obligations of Lessee under this Section shall survive the expiration or earlier termination of this Lease.

If Lessee retains possession of the Leased Premises or any part thereof after the termination of the Lease by lapse of time or otherwise or after the earlier termination of Lessee's right of possession, in addition to and without limiting any other rights and remedies which Lessor may have on account of such holding over by Lessee, Lessee shall pay to Lessor all direct and consequential damages suffered by Lessor on account of such holding over by Lessee, provided that Lessee shall not be liable for consequential damages arising from Lessee's Lease. The provisions of this section shall not be deemed to limit or constitute a waiver of the right of Lessor to evict Lessee as provided herein or at law.

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23. Environmental

Lessee shall not cause or permit any Hazardous Substance (hereinafter defined) to be brought upon, kept or used in or about the Leased Premises by the Lessee, its agents, employees, contractors or invitees, without Lessor's prior written consent. Lessor hereby consents to the storage of petroleum products in above-ground storage tanks for use in golf carts, lawn mowers and other equipment used by Lessee on the Leased Premises.

For any vehicle fuel dispensing tanks (above or below ground), the Lessee will be required to maintain up to date Petroleum Bulk Storage ("PBS") registrations with the Texas Department of Environmental Quality (TCEQ) and register such tanks with TCEQ. The Lessee will assume all registration and update costs. The Lessee must keep a copy of the PBS certificate on site and provide copies to the Mayor and City Manager. The Lessee will have staff onsite with required training and certifications for the operation of these tanks. The Lessee will be required to perform or have performed a tightness test conducted, to comply with required monitoring leak detection checklists for the tank(s) and all other legal requirements. Any changes, removals, or additions of tanks must be pre-approved by the City and in accordance with TCEQ regulations. The Lessee will be required to maintain valid and sufficient pollution control liability insurance and any other required insurance coverage for the tanks.

Lessee shall have the option of obtaining a Phase I environmental report on the Leased Premises at its own expense prior to the execution of this Lease.

24. Alcohol Licensing. Lessor agrees to maintain current alcohol licensing as provided by the Texas Alcoholic Beverage Commission (TABC) to ensure the ability to sell alcohol on the Leased Premises. Lessee agrees to require all employees that will handle or sell alcohol to be certified by TABC within thirty (30) of their first day of employment.

25. Notices and Addresses.

All notices, demands, requests or replies provided for or permitted by this Lease shall be in writing and may be delivered by any one of the following methods: (1) by personal delivery, (2) by deposit with the United States Postal Service as certified or registered mail, return receipt requested and with postage prepaid to the address stated below; (3) by e-mail; or (4) by deposit with an overnight express delivery service. Notices shall be effective upon receipt.

For purposes of notice (legal or otherwise), demand, request, reply or payment, the address of Lessor shall be:

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The City of Diboll
Attn: City Manager,
City Secretary
Honorable Mayor
P.O. Box 340
Diboll, Texas 75941
Phone: (936) 829-4757
Fax: (936) 829-1179
Emails: jarnold@cityofdiboll.com
rolvera@cityofdiboll.com
twilkerson@cityofdiboll.com

For purposes of notice (legal or otherwise), demand, request, reply or payment, the address of Lessee shall be:

WHGC, LLC
Attn: Douglas Datin
359 County Road 5021
Nacogdoches, TX 75964

Each party shall have the right to designate a different address by the giving of notice in conformity with this section.

26. Landlord Not a Partner

Nothing contained in this Lease shall be construed as creating a partnership or joint venture between Lessor and Lessee or between Lessor and any other party or to cause Lessor to be responsible in any way for the debts or obligations of Lessee or any other party acting by, through, or under authority of Lessee.

27. Governing Law. This Lease and the rights and liabilities of the parties to this Lease shall be governed by the laws of the State of Texas. Any litigation shall be brought in a court of appropriate jurisdiction in Angelina County, State of Texas, and each party submits to the exclusive jurisdiction of said courts and waives the right to change venues. Lessee further consents to the exercise of personal jurisdiction by any such court with respect to any such proceeding.

28. Binding Nature. This Lease, and all of its terms and conditions, shall be binding upon and inure to the benefit of the parties hereto, their successors and approved assigns.

29. Captions. Captions in this Lease are included for convenience only and are not to be taken into consideration in any construction or interpretation of this Lease or any of its provisions.

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30. Authority

Each Party warrants that is has the full authority and power to enter into and perform under this Lease and to make all representations, warranties and agreements as set forth herein.

31. Survival

All covenants, indemnities, guarantees, representations and warranties and undischarged obligations of a party hereto shall survive termination or expiration of this Lease.

32. Enforceability

Either party's failure in any one or more instances to insist upon strict performance of any of the terms and conditions of this Lease or to exercise any right there in conferred shall not be construed as a waiver or relinquishment of that right or of that Party's right to assert or rely upon the terms and conditions of this Lease. Any express waiver of a term of this Lease shall not be binding and effective unless made in writing and properly executed by the waiving party. This Lease may not be amended except in writing properly executed by both Parties.

33. Entire Agreement

This Lease and all attachments thereto, constitute the complete and exclusive agreement between the Parties. It supersedes all prior written and oral statements, conditions, obligations, representations, or warranties. In the event of any inconsistency between this Lease and any Exhibit, the provisions of this Lease shall take precedence. Any invalid or unenforceable provision shall be deemed severed from this Lease to the extent of its invalidity or unenforceability, and the remainder of this Lease shall remain in full force and effect.

34. Counterparts

This Lease may be executed simultaneously in two or more counterparts which, when taken together, shall be deemed an original and constitute one and the same document. The signature of any Party to the counterpart shall be deemed a signature of this Lease, and may be appended to, any other counterpart. Facsimile transmission of executed signature page shall be sufficient to bind the executing party.

35. Representations

35.1 Lessor's Representations

Landlord represents to Lessee as of the Effective date, as follows:

1) Lessor is duly organized and validly existing under the laws of the state of Texas, with full power and authority to enter into and execute this Lease. Lessor owns fee simple title to the Leased Premises, subject only to restrictions, easements, and encumbrances which do

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not prevent the performance of either Lessor's or Lessee's obligations under the Lease, including without limitation, the operation of a golf course and related activities. This Lease constitutes the legal, valid and binding obligation of Lessor, enforceable against Lessor in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, moratorium, reorganization or other similar laws affecting debtors' and creditors' rights generally and general equitable provisions.

2) To the best of Lessor's actual knowledge, there are no actions, suits or proceedings pending in any court or before or by any governmental authority against Lessor or the Leased Premises, or by Lessor and pertaining to the Leased Premises that might affect Lessor's used of the Leased Premises for the permitted used under this Lease.
3) Lessor has received no notice of any pending eminent domain or condemnation proceedings against the Leased Premises or any part thereof and to the best of Lessor's actual knowledge, no such proceedings are present threatened or contemplated.
4) To the best of Lessor's actual knowledge, Lessor has not received written notice from any governmental authority of any violation of any applicable laws or local ordinances which would adversely affect the Leased Premises or use thereof which have not been cured.
5) Lessor's execution of this Lease will not conflict with any other obligation of Lessor with respect to the Leased Premises.

35.2 Lessee's Representation

Lessee represent to Lessor as of the Effective date, as follows:

1) Lessee is duly organized and validly existing under the laws of the state of its formation, with full power and authority to enter into and execute this Lease. This Lease constitutes the legal, valid and binding obligation of Lessor, enforceable against Lessor in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, moratorium, reorganization or other similar laws affecting debtors' and creditors' rights generally and general equitable provisions.
2) To the best of Lessee's actual knowledge, there are no actions, suits or proceedings pending in any court or before or by any governmental authority against Lessee that might impair or prevent Lessee's ability to perform its obligations under this Lease.

36. Lessor agrees to continue operating Neches Pines Golf Course under the terms of this lease irrespective of whether or not it is making or losing money for the first 24 months of the lease. After the expiration of 24 months, Lessee may terminate this lease in accordance with the termination provisions set out herein.

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IN WITNESS THEREOF, the parties have executed this Lease as of the date set forth above.

LESSOR:	**LESSEE:**
The City of Diboll, a Texas Government Entity	**WHGC, LLC, a Texas Limited Liability Company**
By: _____	By: _____
Name: Trey Wilkerson	Name: Douglas Datin
Title: Honorable Mayor	Title: President

ACKNOWLEDGMENT

State of Texas
County of Angelina

This instrument was acknowledged before me on November 15, 2022 by Trey Wilkerson, Honorable Mayor of **City of Diboll, Texas**, and Douglas Datin, President of **WHGC, LLC.**

(seal) _____
Notary Public's Signature

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ORDINANCE NO. 2022-11-002

AN ORDINANCE AMENDING CHAPTER 21, ARTICLE II, SECTION 21-17 AND CHAPTER 21, ARTICLE III, SECTION 21-33 OF THE CODE OF ORDINANCES FOR THE CITY OF DIBOLL BY ESTABLISHING RATES CHARGED FOR WATER AND SANITARY SEWER USAGE IN THE CITY OF DIBOLL, TEXAS.

WHEREAS, the Code of Ordinances of the City of Diboll, Angelina County, Texas in various chapters and sections, provides for certain rates and fees to be charges for water and sanitary sewer usage; and

WHEREAS, the City Council desires that these rates and fees will supersede all rates and fees previously established in all chapters, articles, and sections of the Code of Ordinances for the City of Diboll, Texas; and

WHEREAS, the City Council desires that those rates and fees shall be set by ordinance and kept on file with the City Secretary of the City of Diboll.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Diboll, Texas, that:

I.

Chapter 21, Article II, Section 21-17 is hereby amended as follows until changed by Ordinance of City Council of the City of Diboll, Texas:

The following schedule of monthly rates and charges for services furnished by the city's waterworks system is adopted:

Residential	
Minimum charge (includes first two thousand (2,000) gallons	$27.16
Next three thousand (3,000) gallons (2,001 to 5,000)	$5.36/m
Next five thousand (5,000) gallons (5,001 to 10,000)	$5.90/m
Next ten thousand (10,000) gallons (10,001 to 20,000)	$6.48/m
All over twenty thousand (20,000) gallons	$7.14/m

Commercial	
Minimum charge (includes first two thousand (2,000) gallons	$36.67
Next eighteen thousand (18,000) gallons (2,001 to 20,000)	$7.02/m
Next eighty thousand (80,000) gallons (20,001 to 100,000)	$7.96/m
All over one hundred thousand (100,000) gallons	$8.75/m

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The rates charged for water delivered to nonresidents of the city shall be double the above.

II.

Chapter 21, Article III, Section 21-33 is hereby amended as follows until changed by Ordinance of City Council of the City of Diboll, Texas:

The following schedule of monthly rates and charges for services furnished by the city's sanitary sewer system is adopted:

Residential	
Minimum charge (includes first two thousand (2,000) gallons	$19.89
All over two thousand (2,000) gallons	$5.37/m

Commercial	
Minimum charge (includes first two thousand (2,000) gallons	$26.84
All over two thousand (2,000) gallons	$7.15/m

The rates charged for water delivered to nonresidents of the city shall be double the above.

III.

For industrial users who can substantiate that less than seventy (70) percent of their metered water use is returned to the sewer system, sewer bills may be calculated based upon the actual amount returned to the sewer. The industrial user shall be responsible for accurate measurement of the sewer flows. The industrial user shall obtain city approval of the method of measurement prior to measuring flows. Approval of the method of measurements and the flow measurements shall be solely that of the City of Diboll. For industrial users whose sewer does not meet the definition of normal domestic waste as defined in section 21-46, sewer bills shall be calculated as required in section 21-53.

IV.

This Ordinance shall take effect and be in full force and effect on October 1, 2022.

PASSES AND APPROVED this the 15th day of November, 2022

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_____

Trey Wilkerson, Mayor

ATTEST:

_____

Rosa Olvera, City Secretary

STATE OF TEXAS §
ANGELINA COUNTY §
CITY OF DIBOLL §

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ORDINANCE NO. 05-16

AN ORDINANCE AMENDING CHAPTER 21, ARTICLE II, SECTION 21-17 AND CHAPTER 21, ARTICLE III, SECTION 21-33 OF THE CODE OF ORDINANCES FOR THE CITY OF DIBOLL BY ESTABLISHING RATES CHARGED FOR WATER AND SANITARY SEWER USAGE IN THE CITY OF DIBOLL, TEXAS.

WHEREAS, the Code of Ordinances of the City of Diboll, Angelina County, Texas, in Chapter 21, Article II, Section 21-17and Chapter 21, Article III, Section 21-33 rates to be charged for water and sanitary sewer usage; and

WHEREAS, the Code provides that those said rates shall be set by ordinance and kept on file with the office of the City Secretary of the City of Diboll.

NOW THEREFORE, BE IT ORDAINED by the City Council of the City of Diboll, Texas, that:

Chapter 21, Article II, Section 21-17 is hereby amended as follows until changed by Ordinance of City Council of the City of Diboll, Texas:

The following schedule of monthly rates or charges for services furnished by the city's waterworks system is adopted:

(1) *Residential.*

a. Minimum charge (includes first two thousand (2,000) gallons.....$22.17

b. Next eighteen thousand (18,000) gallons (2,000 to 20,000).....$4.37/m

c. Next eighty thousand (80,000) gallons (20,000 to 100,000).....$4.64/m

d. All over one hundred thousand (100,000) gallons.....$4.91/m

(2) *Commercial*

a. Minimum charge (includes first two thousand (2,000) gallons.....$36.44

b. Next eighteen thousand (18,000 gallons (2,000 to 20,000).....$4.92/m

c. Next eighty thousand (80,000) gallons (20,000 to 100,000).....$5.10/m

d. All over one hundred thousand (100,000) gallons.....$5.40/m

The rates charged for water delivered to nonresidents of the city shall be double the above.

II.

Chapter 21, Article III, Section 21-33 is hereby amended as follows until changed by Ordinance of City Council of the City of Diboll, Texas:

The following schedule of monthly rates or charges for services furnished by the city's sanitary sewer system is adopted:

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(3) *Residential.*

e. Minimum charge (includes first two thousand (2,000) gallons.....$15.65

f. Next eighteen thousand (18,000) gallons (2,000 to 20,000).....$4.17/m

g. Next eighty thousand (80,000) gallons (20,000 to 100,000).....$4.31/m

h. All over one hundred thousand (100,000) gallons.....$4.38/m

(4) *Commercial*

e. Minimum charge (includes first two thousand (2,000) gallons.....$23.14

f. Next eighteen thousand (18,000 gallons (2,000 to 20,000).....$5.05/m

g. Next eighty thousand (80,000) gallons (20,000 to 100,000).....$5.22/m

h. All over one hundred thousand (100,000) gallons.....$5.31/m

The rates charged for sewer delivered to nonresidents of the city shall be double the above.

III.

This Ordinance shall at all times is available for public viewing in the office of the City Secretary of the City of Diboll, Texas.

IV.

This Ordinance shall take effect and be in full force and effect as of October 15, 2016.

PASSED AND APPROVED this the 26th day of September, 2016.

John McClain, Mayor

ATTEST:

Gerry Boren, City Manager

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ORDINANCE NO. 2022-11-003

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF DIBOLL (CHAPTER 4 – ANIMALS AND FOWL) REMOVING ANY AND ALL REQUIRMENTS FOR THE LICENSING OF ANIMALS BY THE CITY OF DIIBOLL; AMENDING IMPOUNDMENT FACILITY DESIGNATION; REPEALING ANY CONFLICTING OR INCONSISTENT ORDINANCES AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council finds the need to amend any and all ordinances regarding licensing of dogs and cats with in the City of Diboll, Texas; and

WHEREAS, the Code of Ordinances of the City of Diboll, Angelina County, Texas in various chapters and sections, provides for licensing requirements for dogs and cats; and

WHEREAS, the City Council desires that these licensing fees and requirements be repealed in all chapters, articles, and sections of the Code of Ordinances for the City of Diboll, Texas; and

WHEREAS, the Code of Ordinances of the City of Diboll, Angelina County, Texas in various chapters and sections, provides for a designated impoundment facility for dogs and cats; and

WHEREAS, the City Council desires that the impoundment facility designation be at the discretion of the acting animal control officer or his/her authorized agent; and

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

I.

Chapter 4, Article II, Section 4-24 is hereby appealed until changed by Ordinance of City Council of the City of Diboll, Texas

II.

Chapter 4, Article II, Section 4-25 is hereby appealed until changed by Ordinance of City Council of the City of Diboll, Texas

III.

Chapter 4, Article II, Section 4-26 is hereby amended as follows until changed by Ordinance of City Council of the City of Diboll, Texas:

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Sec. 4-26. - Impoundment

It shall be the duty of the animal control officer or his/her authorized agent to capture and impound in a pen any dog or cat, male or female, found running at large within the city, and if such dog or cat, male or female, is not redeemed and reclaimed and taken from impoundment within the time as required by the animal control officer, such animal will then be transferred to an impoundment facility designated by the animal control officer or his/her authorized agent.

IV.

Chapter 4, Article II, Section 4-27 is hereby amended as follows until changed by Ordinance of City Council of the City of Diboll, Texas:

Sec. 4-27. - Redemption of impounded animals.

The owner and keeper of any dogs and cats captured or impounded under the provisions of this article shall be permitted to redeem such animals by meeting the requirements of the animal control officer. To redeem such animals from the impounding officer before their transfer to an impoundment facility, the owner or keeper shall provide proof of payment of an impoundment fee.

V.

This Ordinance shall take effect and be in full force and effect on November 15, 2022.

PASSES AND APPROVED this the 15th day of November, 2022

_____

Trey Wilkerson, Mayor

ATTEST:

_____

Rosa Olvera, City Secretary

STATE OF TEXAS §
ANGELINA COUNTY §
CITY OF DIBOLL §

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City of Diboll Volunteer Fire Department

2022 OCTOBER Council Report

Oct 4th

- Pledge
- Incident Reports
- Discussion on calls
- Discussed donating for a family at Christmas
- Discussion on new handheld and truck radios
- Clay Powell our newest member to the department

  Firemen present (10)

Oct 11th

- Pledge
- Incident reports
- Station clean up

  Fireman present (12)

Oct 18th

- Pledge
- Incident Reports
- Troy Edwards spoke about edispatch
- Powered up all fire trucks
- Cleaned out fire stations

  Fireman present (11)

Oct 25th

- Pledge
- Incident reports
- Discussion on new radios
- Training on hooking up to hydrant

  Fireman Present (13)

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City of Diboll Volunteer Fire Department

October Emergency Incidents (18)

Oct 2nd 15:19

- **Call # 220000004**
  Doyle Renfro rd 1818
  Brush fire
  Out of City
  Trucks 54,58,63
  Diboll Fire personnel responded (10)
  7810, 7814, 7815, 7819, 7822, 7823, 7825, 7827, 7835,7836

Oct 2nd 19:11

- **Call # 2200000005**
  883 Denman st
  Brush fire
  In City
  Trucks 54,55
  Diboll Fire personnel responded (9)
  7810, 7813,7814,7820,7822,7825,7827,7832,7836

Oct 2nd 21:16

- **Call # 2200000006**
  914 Denman st
  grass fire
  In City
  Trucks 54,63
  Diboll Fire personnel responded (7)
  7814, 7815,7820,7822,7825,7835,7836

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City of Diboll Volunteer Fire Department

Oct 3rd 8:03

- **Call #**
  Burkhalter hollow
  Car roll over
  Out of City
  Trucks 53
  Diboll Fire personnel responded (7)
  7805, 7810,7814,7822,7827,7835,7836

Oct 4th 10:12

- **Call # 22008559**
  266 deer trace
  Gas leak
  In City
  Trucks 55
  Diboll Fire personnel responded (1)
  7822

Oct 5th 11:49

- **Call # 2200000009**
  3576 Bethleham rd, Hudson
  10/22
  Out of City
  Trucks 54
  Diboll Fire personnel responded (6)
  7810, 7813,7815,7819,7822,7836

Oct 5th 10:11

- **Call # 2200000008**
  1126 Burkhalter Hollow
  10/50 rollover
  Out of City
  Trucks 54
  Diboll Fire personnel responded (6)
  7805, 7810,7813,7815,7822,7836

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City of Diboll Volunteer Fire Department

Oct 6th 15:03

- **Call # 202200000176**
  173 Forest Ridge
  Mutal aid for Zavalla
  Out of City
  Trucks 56
  Diboll Fire personnel responded (1)
  7825

Oct 8th 7:00

- **Call # Workday / station**
  Main fire house
  Cut brush, trucks, cleaned roof
  In City
  100.00 per fireman
  Diboll Fire personnel responded (11)
  7801,7810,7814,7815,7819,7820,7822,7825,7827,7832,7836

Oct 8th 16:45

- **Call # 2200000011**
  2454 Grimes cemetery rd 1818
  Woods fire
  Out of City
  Trucks 54,58,63
  Diboll Fire personnel responded (9)
  7801, 7810,7815,7816,7821,7822,7825,7827,7833

Oct 12th 20:24

- **Call # 2200000012**
  2497 Pine forest rd
  10/50 rollover
  Out of City
  Trucks 53,54
  Diboll Fire personnel responded (6)
  7810, 7819,7820,7822,7832,7835

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City of Diboll Volunteer Fire Department

Oct 13th 17:12

- **Call # 202200000013**
  8640 us hwy 59s
  Grass fire
  In City
  Trucks 63
  Diboll Fire personnel responded (7)
  7813,7815,7819,7820,7822,7827,7832

Oct 15th 14:31

- **Call # 202200000015**
  Fm 304 El paso rd.
  Bale on fire
  In City
  Trucks 54,63
  Diboll Fire personnel responded (6)
  7814,7819,7820,7822,7835,7836

Oct 8th 16:45

- **Call # 2200000011**
  2454 Grimes cemetery rd 1818
  Woods fire
  Out of City
  Trucks 54,58,63
  Diboll Fire personnel responded (9)
  7801, 7810,7815,7816,7821,7822,7825,7827,7833

Oct 12th 14:36

- **Call #**
  1698 Fm 819
  Trash pile burning
  Out of City
  Trucks 58
  Diboll Fire personnel responded (2)
  7808, 7825

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City of Diboll Volunteer Fire Department



Oct 16th 00:22

- **Call # 202200000016**
  3376 Buttermilk rd.
  ATV fire
  Out of City
  Trucks 63
  Diboll Fire personnel responded (3)
  7814,7820,7835

Oct 24th 6:37

- **Call #**
  59n Winder
  Glass on street
  In City
  Trucks 54
  Diboll Fire personnel responded (2)
  7820,7822

Oct 24th 00:15

- **Call # 2200000017**
  59 n bound timberjack
  Truck fire assist Lufkin Fire
  Out of City
  Trucks 55
  Diboll Fire personnel responded (3)
  7814,7835,7836

Oct 27th AM

- **Call #**
  Hwy 59 Thompson
  Veh smoking 1 veh 10-50
  In City
  Trucks 55
  Diboll Fire personnel responded (3)
  7810, 7814,7835

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Diboll Police Department

Monthly Stats

October 2022

Calls for Service – **340**

Incident Reports – **52**

Accidents – **9**

Extra Patrols/Patrol Request – **52**

Traffic Stops **- 172**

Arrest Total – **22**

- Felony – **17**
- Misdemeanor – **5**

400 Kenley · P.O. Box 340 · Diboll, Texas 75941 · (936) 829-5586 · Fax (936) 829-5436 · gmunoz@cityofdiboll.com

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Project Updates

PSI

UCRM-1 City Hall/Safety Center: Punch list item work ongoing for roofing, siding, painting, fencing.

UCRM-2 SCADA Upgrades: SCADA procurement underway. Some items facing very long lead times.

UCRM-3 Lighting Upgrades: Punch list walk on 11/09

Urcm-4 HVAC/BAS Upgrades: Civic Center HVAC will start in December.

UCRM-5 Water Meter AMI: Neptune AMI Meter System
Timeline has been moved back to March due to delay in meter production.

WWTP/TWBD

We are still working on the environmental clearance with TWDB. KSA is working on some map exhibits and some other documents for the environmental and should have that to them this week along with the engineering report. 20% completed

ARPA

Plans on the Lumberjack Drive are ready for review. Meeting with KSA 11-10-2022 to complete the preliminary design phase. 20% completed

SSO PLAN

Scheduled demos for manhole rehab with Fuquay and Southern Trenchless. 15% completed

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Department Projects

Fire Hydrant replacement High School: valve location underway and materials in stock. 20%

Water main replacement on Arrington: Repairs under way on boring mole. 5%

Replacement of inner fence at ground storage: Planned start 11/21/2022

Roof repairs at Service center: Ordering materials 10%

Locate all valves on 8 in water line Arrington and Westercter: 10%

Developing street grading system for future street projects: 10%

#18 golf course bridge: The water line has started leaking in another spot. Repairs were delayed. Waiting on parts to replace a 1/12 sprinkler valve on the front nine pump house. Repairs to bridge scheduled. 30% completed

Ditch excavation and culvert replacement:

Lawrence Street- Removal of 7 culverts and re-set to grade. Excavate 1310 feet of ditch line. Pending

Carter Street- After more inspection I feel the culverts will not be needed, we will level with foundation dirt and place 4-inch rip-rap to prevent further erosion. Complete

Cozy Circle - Removal of 6 culverts and re-set to grade. Excavate 410 feet of ditch line. Pending

OC Scott and Lynn- Benita Duffield asked me to look into the drainage issue at this location. It appears that Lynn St. catches all of the drainage from Ash St. and the housing authority. I suggest that we cut a ditch behind the houses on Lynn St. and try to divert the drainage toward Maynard. I would like to observe this area during the next heavy rainfall event. We want to make sure we capture the runoff at the highest point of entry onto the property affected. Pending

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Request Report

10/01/2022 - 11/11/2022

Request #	Request Date	Requester Name	Work Address/ Location	Work Type	Description
571951433	11/8/2022	Abelino Reyes	104 Ballenger St	Sewer backup	Water draining too slow.
571808477	11/7/2022	Cesar Obregon	1404 Glass St	Other	2 culverts
571686459	11/7/2022	Leticia Eurioles	211 Hamner	Meter - Turn On	reconnect
571661189	11/7/2022	Yadira Muniz	286 Gossett St	Other	Water line locate.
571380331	11/4/2022	Reynoldo Guevara	307 Locust St	Other	Meter check.
571134851	11/3/2022	Jose Patlan	402 Church	Meter - Turn On	new account
571022219	11/3/2022	East Texas Management	1605 N temple	Other	New owners please get me a current reading for today. I cannot see it in Sensus analytics.
570917168	11/2/2022	Mrs. Blancet	1409 Ryan Chapel	Other	her water consumption has gone up since July and claims she has no leaks nothing in her house is using extra water. Please do a meter check.
570802731	11/2/2022	Jesus Rodriguez	3 Nelson	Other	can someone place orange cones where meter is located. Because some kids are always riding over it with 4 wheelers

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570800204	11/2/2022	Phyllis Baxter	511 South Temple	Street Maintenance	She said city worked on a leak on that street and said the water was washing away her drive way and a city employee told her that they would come back to fix it.
570769880	11/2/2022	Brenda R. Dunn	205 Pine Valley Rd.	Meter - Turn On	New account.
570658692	11/1/2022	Casey Compean	409 Devereaux	Meter - Cut Off	Close water gets final reading
570471333	11/1/2022	Cinthia Parish	274 Willie Oaks	Other	they are installing fiber cable and for a min. she had no water but seems like it is coming up again. Can someone go and figure out why they have no water.
570386137	10/31/2022	tamara Phipps	704 Cypress	Other	Has high water bill please do meter test.
570209969	10/31/2022	Adriana	104 Magnolia	Other	Line locates
570208886	10/31/2022	Diboll ACE	302 N Hines	Other	High water bill told him he has something running said something is not right because he already checked on his two faucets and toiled and nothing is running.

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570198056	10/31/2022	Adriana	200 DEVERE AUX	Meter - Turn On	she paid for a reconnect on Friday. apparently, she had something running at the time and oncal was unable to leave water on, she called today she need water. Please go ahead and turn water on nock on door and make sure she is aware. She requested to leave water on even if she has something running. I explained to her she will be responsible for any water usage.
570195890	10/31/2022	ADRIANA	corner of magnolia and Red oak	Other	they called locates to 811 and did not call city hall to get locates after digging they hit a line not sure if its water or sewer line.
570180728	10/31/2022	Cody Newman	211 Rutland	Meter - Cut Off	cut off and get final read.
569438873	10/26/2022	Daisy Munoz	607 Mulberry	Tree Trimming	tree across the street is dead and has limbs falling on the road.
569364868	10/26/2022	THEDFORD CONSTRUCTION	306 and 304 Pine Street	Other	water and sewer line locates
569361619	10/26/2022	Mike Swank	1485 Mockingbird Lane	Mowing	Ditches need mowing.
569347901	10/26/2022	steven price	300 Thompson	Other	Live oak tree dying and dropping limbs Is that on city side or his responsibility.
569328046	10/26/2022	Adriana		Meter - Turn On	1501 n temple

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569260539	10/26/2022	Tommy Helton	514 Westchester St	Water leak	Leak at the main.
569149351	10/25/2022	Adriana	1216 Pinecrest	Meter - Turn On	reconnect
569019391	10/25/2022	THEDFORD CONSTRUCTION	1107 RED OAK	Other	line locates INSTALL 58' UNDERGROUND ELECTRICAL SERVICE FROM PAD MOUNT TRANSFORMER GLN 4633155-3049246 GPS 31.1958 -94.7645 TO METER BASE
568972100	10/25/2022	Adriana	804 Lynn	Meter - Turn On	reconnect
568968129	10/25/2022	Adriana		Meter - Turn On	303 Margie Harrell, 1411 Ryan Chapel 423 frosty lane, 709 Arrington, 112 Hines.
568957660	10/25/2022	Diane Saxoie	202 Stubblefield St	Meter - Turn On	Reconnect.
568898817	10/24/2022	Ricardo Robles	607 Mulberry St	Street Maintenance	Reporting a dead tree across the street.
568874269	10/24/2022	Cody Salmasi	1019 Red Oak Lane	Meter - Turn On	Reconnect.
568854053	10/24/2022	Doneisha Jones	415 Birdsong	Meter - Turn On	Reconnect
568837086	10/24/2022	Margarito Enriquez	1001 Maynard St	Meter - Turn On	Reconnect.
568822285	10/24/2022	John Weisinger	4162 Mockingbird Lane	Meter - Cut Off	Closing account.

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568692325	10/24/2022	Martha Cano Saicam Electric	Fr om N Temple Dr take a right on E Borden Dr and go straight 456ft then take a right on the railroad 65ft straight	Other	Line locates Alongside the right side of the railroad tracks, there is currently an old Utility post that will be removed, and a new 30ft 6" thick creosote pole will be placed 4ft underground with concrete, need markings surrounding the existing utility pole LOCATE 30FT RADIUS
568675358	10/24/2022	Adriana		Meter - Cut Off	Disconnect list is ready.
568413633	10/21/2022	Trance Fenner	500 Hackberr y St	Water leak	City side leak.
568309665	10/20/2022	Francisco Escamilla	704 Nelson	Other	leaking again at the same location.
568102090	10/20/2022	Adriana	102 Magnolia	Other	new construction home. Please let me know what all they need to get water and sewer service. they plan on coming in today to pay permits, if possible, please let me know asap.
567786215	10/18/2022	Mrs. Goins	711 Mulberry	Water leak	has a leak water is coming into her home and her plumber is coming till tomorrow
567726650	10/18/2022	Hector Rodriguez	620 S. Temple Dr	Meter - Cut Off	Final read. House was sold.

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567721957	10/18/2022	Albert Mitchell	600 Ash St	Other	Water meter, line locate.
567677193	10/18/2022	Adriana Romero		Other	reread list is ready
567606076	10/18/2022	Silvia Melton	1013 Holubec St	Meter - Turn On	New account.
567302836	10/17/2022	Maria Ruiz	505 Box Factory	Other	She called to let us know she has no water at her house.
567280093	10/17/2022	Steven Jackson	913 Dogwood ridge	Water leak	Reporting a water leak at the city side.

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566590583	10/12/2022	Julia Horton	1401 gandy	Other	she wants the meter moved to another side on her yard
566576504	10/12/2022	Steve Kimbrough/Morgan Oil	1605 N Temple Dr	Other	Low water pressure.
566547985	10/12/2022	Aaron rush	205 Hamner	Meter - Cut Off	cut off Get reading
566539682	10/12/2022	Aaron Rush	205 Hamner St	Meter - Cut Off	Final read.
566534989	10/12/2022	Sheron Rodgers	206 Rhone	Water leak	The leak that was fixed Friday of last week is leaking again.
566533906	10/12/2022	Sonic	512 N Temple	Water leak	there is water coming out of the meter box and needs to know if it is on her side.
566330663	10/11/2022	Mary Grider	509 S temple	Water leak	there was standing water yesterday and now it looks like its bubbling.
566319833	10/11/2022	Gary/Truss & son	620 S Temple Dr	Water leak	Reporting a leak.
566313335	10/11/2022	Claudia Escobar	501 Neil Pickett	Meter - Turn On	Reconnect.
566085544	10/11/2022	Denise	100 west Borden	Water leak	She said there is a water main break on Borden and it’s a lot of water. If water need to be shut off, please let her know they need to prepare.
565647290	10/7/2022	maria Soto	709 Ashford	Other	she wants to get a culvert. Please let us know how much it would cost her to get one installed.

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565632850	10/7/2022	Gary Guerrero	215 Hamner St	Meter - Turn On	New account.
565629962	10/7/2022	Yessica Reyna	620 S. Temple Dr	Meter - Turn On	New account.
565597472	10/7/2022	Jacob Hopper	Lumberjack, Deer Trace	Water leak	Reporting a water leak on the city side.
565496753	10/6/2022	Monica Klein	1113 Lynn St	Meter - Turn On	New account.
565455599	10/6/2022	Margarito Enriquez	1001 Maynard	Meter - Turn On	Reconnect he paid past due balance.
565450545	10/6/2022	tammy Cheshire	1399 n Temple	Meter - Cut Off	needs meter off to get leak fixed. plumber is there now
565422026	10/6/2022	Winston Land & Cattle	101 Pine St	Meter - Turn On	New account.
565405420	10/6/2022	Heriberto Mendez	700 Pinewood	Other	reconnect
565313726	10/6/2022	Adriana	5000 Belford Road	Other	leave door hanger to call Adriana at city hall about an NSF.
565231418	10/5/2022	Jacob Hopper	Lumberjack, Deer Trace	Water leak	Reporting a water leak on the city side.
565201816	10/5/2022	Donahoe	405 Hines	Other	line locates consolidated comm. is adding a line and apparently, they need to did. I told her consolidated usually calls for line locates. also told her I couldn't promise her that it would get done today.

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Code Compliance

Monthly Report

October

Mail and Bank Deposit – Daily

New House Construction – 102 Magnolia Dr

911 Addressing – 94 W Borden Dr for Oncor Electric Delivery needing address for railroad crossing signal meter pole. 102 Magnolia Dr,

Certificate of Occupancy – 306 N Hendrick

Inspections – 304 Pine Framing, Electrical Rough, HVAC Rough. Redbud Ave pool electrical. 106 Magnolia Electrical Service. 304 and 306 Pine Final plumbing

Fence Permits – Pinecrest, N Second St,

Demolition Permit – 306 S First, 201 Ashworth,

Specific Use Permit – Resident called about info on Manufactured, barndominium houses and building a pool in an empty lot, gave her what she needed.

Carport Permit – Gandy,

Roof Permits – Birdsong,

Abandoned Vehicle – Complaint about a white truck for sale on side of Hendricks that been there for months Chief contacted business on corner to see if the truck was theirs, they said no. I called number on for sale sign no answer I left message for him to remove the truck. He did not call me back. Truck was Towed.

Certified Letter Weed and Grass – Lynn St, 2 on North Temple, O C Scott & Cypress, O C Scott, 3 On Cypress, N Hendrick Dr,

Received Certified Letters for Weed and Grass – Cypress and O C Scott, Ballenger, Cypress, O C Scott

Unclaimed Certified Letters for Weed and Grass – Cypress

Certified Letters for Weed and Grass Calls – North Temple Property ID 18808 they will have the lot mowed. They complained that this happened last year but the lot next to them didn't mow there. I told him I took over the position this year and I would take care of it. Cypress Property ID 50172 called and said he would be cutting the lot I gave him more time because his organization is from South Texas. Cypress and O C Scott called they will have the lot mowed.

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Code Compliance – Westchester per josh grass tall in back yard they are attempting to fix a leak. Made contact and will have it cut. Hendrick St White pickup truck Abandoned called number no answer left message for them to pick up within a week or it will be towed. Pine valley Rd lady called about a tree dead beside road and dropping limbs constantly. Called josh he said it will be cut down within the week. Resident called about info on Demolition of a house, I gave her what she needed. RV Parked on street Rutland nobody answer door left door hanger. Rhone resident called about a dead tree leaning into his property I told the city could not get involved with private property but I would contact owners to let them know about the tree.

Dangerous Houses – Found 3 Dangerous houses in town took pictures and documented.

Livestock Complaint – Maynard St resident complaint about livestock being out of compliance on the weekend. I had time to go by the house, there was horses out and were compliant.

Dog Complaints – Redbud found owner he is getting rid of dog. Lady came in to complain about a dog that was left behind at a house on ash St. Found a Pitbull looked very skinny and VERY aggressive. Cooper St lady called that the post lady trying to deliver mail but same 3 dog on cooper keep chasing her. I found all 3 VERY AGGRESSIVE Dogs. I have given many warnings to this dog owner impounded all 3. PD called dog out on Avalon. Elm St Housing Authority called dog not being taken care of, went out dog is fine. Wells Street lady called about dog peeing on her stuff in her yard. I found owners gave warning. Ryan Chapel Rd lady called to complain about a neighbor's dog in back in dog pin. I went out to find dog pin full of excessive animal waste I spoke with dog owner to clean and to do so every week. Ryan Chapel lady called about dog at large left door hanger at residents.

Cat Complaints – Frankens more cat complaints.

Stray Dog pick up – 3 Dog on Cooper, 1 Dog Avalon, 1 Ash St, 1 Dog on N Temple, 1 Dog on Devereaux. 2 on Avalon. 1 Dog Saxton

Stray Cat pick up – 2 Cat Frankens, 3 Kittens,

Miscellaneous – Changed Door knob at main office. Fixed Hot water heater leak at city hall and cleaned up water.

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Sam

DIBOLL, TX MUNICIPAL COURT

Fees and Fines Collection & Activity Report

As of October 31, 2022

LINEBARGER
ATTORNEYS AT LAW

Linebarger Goggan Blair & Sampson, LLP

PROPRIETARY AND CONFIDENTIAL INFORMATION

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Collections & Activity Summary

Collection Disposition Summary - October 2022	
Citations Assigned	0
Amount Assigned	$0
Citations Collected	51
Amount Collected	$14,962
Citations Cancelled	13
Amount Cancelled	$5,150
Citations Resolved	64
Amount Resolved	$20,112

Collection Disposition Summary - Contract to Date	
Citations Assigned	28,780
Amount Assigned	$9,933,751
Citations Adjusted	1,618
Amount Adjusted	($66,936)
Citations Collected	5,546
Amount Collected	$1,824,103
Citations Cancelled	1,035
Amount Cancelled	$366,189
Citations Resolved	6,581
Amount Resolved	$2,190,292
Dollar Resolution Rate	22.7%

Collection Activity - October 2022		
Letters		8
Address/Phone Updated		30
Phone Activity	Inbound	4
	Outbound	708

Collection Activity - Contract to Date		
Letters		60,051
Address/Phone Updated		12,078
Phone Activity	Inbound	3,881
	Outbound	202,661

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Status of Open Accounts

Status	Count	Amount
ACT - Active Account	21,887	$7,508,820
ATT - Attorney Contact Only	5	$1,437
BKR - Bankruptcy	2	$712
CAD - Cease And Desist Demand	3	$1,244
DEC - Deceased No Estate Or Beyond Claim	112	$36,500
DIS - Disputed	20	$6,475
INC - Incarcerated	84	$27,650
PRM - Promise Payment	105	$34,463
REF - Refuse To Pay	11	$3,678
SKP - Skip Tracing for Phone	21	$6,960
SWC - Stop Work Per Client	160	$37,882
SWF - Stop Work Per Firm	1	$432
Total	**22,411**	**$7,666,253**

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Monthly Collection Activity
Last 24 Months

Year	Month	Letters Mailed	Address/Phone Updated	Phone Activity		Dollars Collected
				Inbound	Outbound	
2022	October	8	30	4	708	$14,962
	September	654	41	15	727	$15,982
	August	440	105	16	775	$17,419
	July	9	28	6	1,066	$18,665
	June	92	18	11	1,407	$26,432
	May	5	30	11	1,328	$30,224
	April	181	24	20	1,365	$67,268
	March	53	15	70	1,601	$25,600
	February	6,283	8	100	1,292	$27,011
	January	519	407	47	1,564	$12,779
2021	December	115	25	14	2,079	$26,162
	November	215	41	39	2,685	$43,323
	October	588	82	76	1,577	$0
	September	2,352	126	60	1,152	$24,620
	August	972	310	63	1,185	$21,128
	July	71	169	45	1,664	$34,447
	June	883	234	114	1,522	$78,143
	May	165	32	10	1,495	$0
	April	202	32	11	1,099	$108,963
	March	327	39	144	874	$26,018
	February	4,375	288	44	752	$21,216
	January	900	565	95	1,317	$14,323
2020	December	15	33	5	1,570	$19,928
	November	105	28	43	1,897	$26,412
	October	626	42	57	2,625	$21,766
Total*		**20,155**	**2,752**	**1,120**	**35,326**	**$722,791**

***Total Amounts noted represent the last 24 months & not contract to date.**

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Portfolio Analysis
Outstanding Placements

	Accounts	Dollars	Acct. Pct.	Dollar Pct.	Average Balance
ALL ACCOUNTS	22,411	$7,666,253.28	100.00%	100.00%	$342.08
ADDRESSES					
No Mailing Address	26	$8,751.70	0.12%	0.11%	$336.60
Returned Mail	2,990	$992,234.09	13.34%	12.94%	$331.85
Good Address	19,395	$6,665,267.49	86.54%	86.94%	$343.66
OFFENSE AGE					
One Year or Less	1,016	$407,773.87	4.53%	5.32%	$401.35
1-2 Years	1,675	$663,570.30	7.47%	8.66%	$396.16
2-3 Years	761	$301,330.88	3.40%	3.93%	$395.97
+3 Years	18,959	$6,293,578.23	84.60%	82.09%	$331.96
PLACEMENT AGE					
One Year or Less	1,506	$597,442.67	6.72%	7.79%	$396.71
1-2 Years	1,452	$578,178.44	6.48%	7.54%	$398.19
2-3 Years	1,168	$447,696.78	5.21%	5.84%	$383.30
+3 Years	18,285	$6,042,935.39	81.59%	78.83%	$330.49

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Offense Age of Placements
Last 13 Months

	2015 & PRIOR	2016	2017	2018	2019	2020	2021	2022	Total Placements
October 2022	-	-	-	-	-	-	-	-	0
September 2022	-	-	-	-	-	-	34 6.88%	460 93.12%	494
August 2022	-	-	-	-	-	-	-	131 100.00%	131
July 2022	-	-	-	-	-	1 0.25%	275 68.58%	125 31.17%	401
June 2022	-	-	-	-	-	-	-	-	0
May 2022	-	-	-	-	-	-	-	-	0
April 2022	-	-	-	-	-	-	79 100.00%	-	79
March 2022	-	-	-	-	-	-	261 96.31%	10 3.69%	271
February 2022	-	-	-	-	-	-	-	-	0
January 2022	-	-	-	-	-	-	-	-	0
December 2021	-	-	-	-	-	-	28 100.00%	-	28
November 2021	-	-	-	-	-	-	152 100.00%	-	152
October 2021	-	-	-	-	-	-	275 100.00%	-	275

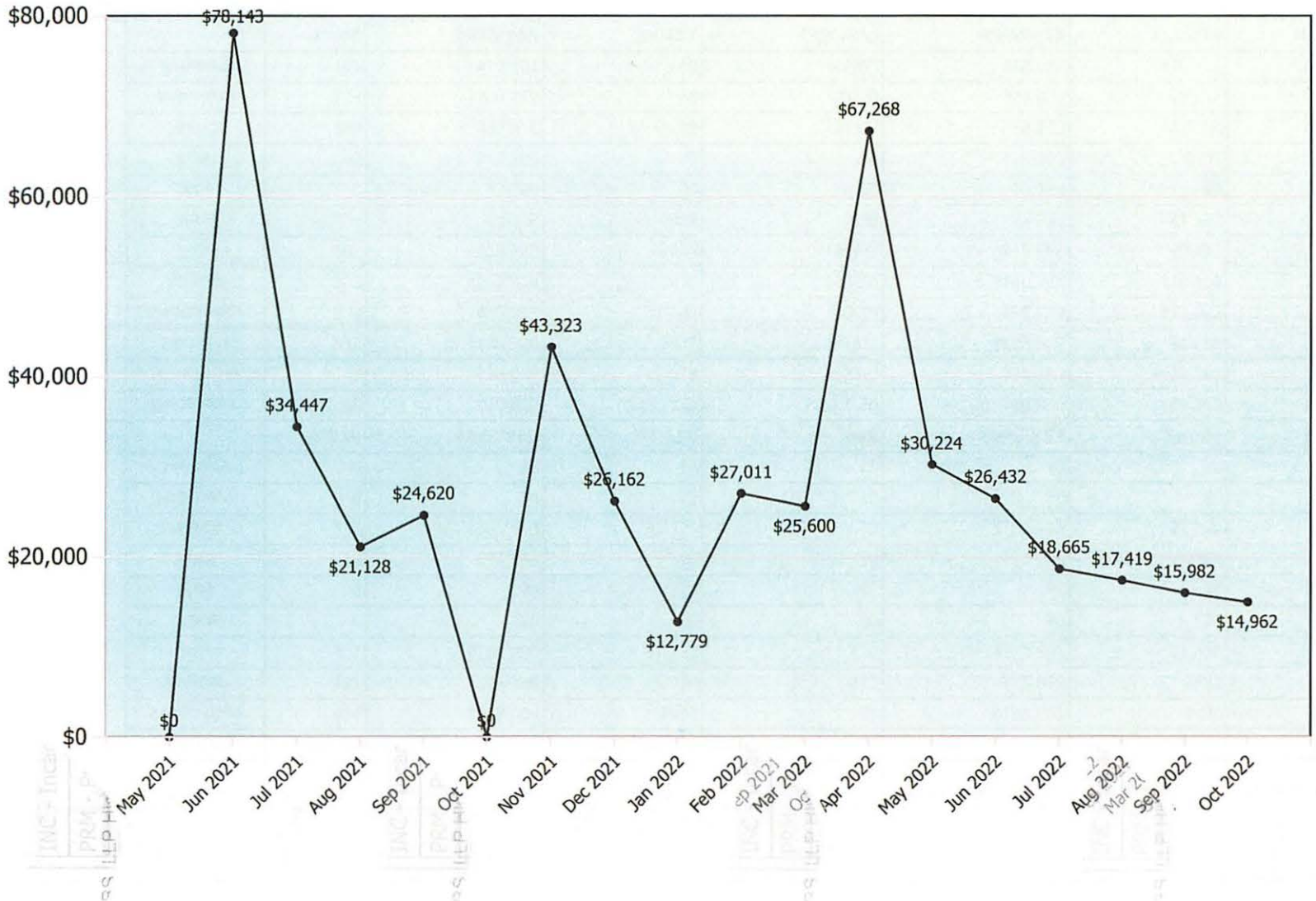
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Placement Activity Summary
Contract to Date

Year	Month	Count #	Orig Placement $	Cancelled $	Adjustment $	Net Placement $	Collected $	Collected %
	October	0	$0	$0	$0	$0	$0	0.00%
	September	494	$198,064	$437	$0	$197,627	$460	0.23%
	August	131	$52,798	$0	$15	$52,813	$883	1.67%
	July	401	$158,509	$1,132	$30	$157,407	$1,978	1.26%
	June	0	$0	$0	$0	$0	$0	0.00%
	May	0	$0	$0	$0	$0	$0	0.00%
	April	79	$31,857	$0	$0	$31,857	$828	2.60%
	March	271	$107,470	$1,351	$0	$106,119	$3,535	3.33%
	February	0	$0	$0	$0	$0	$0	0.00%
	January	0	$0	$0	$0	$0	$0	0.00%
2022 Summary		**1,376**	**$548,697**	**$2,920**	**$45**	**$545,823**	**$7,684**	**1.41%**
	December	28	$10,825	$0	$0	$10,825	$1,240	11.46%
	November	152	$59,088	$1,218	($516)	$57,353	$5,287	9.22%
	October	275	$108,759	$371	($122)	$108,266	$7,579	7.00%
	September	233	$92,817	$1,140	($808)	$90,870	$11,493	12.65%
	August	302	$121,429	$516	($332)	$120,581	$10,790	8.95%
	July	186	$73,659	$438	($559)	$72,663	$5,115	7.04%
	June	7	$2,955	$438	$30	$2,547	$1,738	68.25%
	May	8	$3,154	$0	$0	$3,154	$0	0.00%
	April	45	$18,702	$0	$0	$18,702	$402	2.15%
	March	238	$95,372	$0	($222)	$95,150	$11,004	11.56%
	February	134	$54,116	$0	($212)	$53,904	$6,535	12.12%
	January	141	$56,151	$0	($696)	$55,455	$10,751	19.39%
2021 Summary		**1,749**	**$697,027**	**$4,121**	**($3,437)**	**$689,470**	**$71,934**	**10.43%**
	December	47	$19,170	$0	$30	$19,200	$2,512	13.08%
	November	17	$6,828	$0	($198)	$6,629	$2,731	41.19%
	October	26	$10,241	$0	$50	$10,291	$434	4.21%
2020 Summary		**1,370**	**$533,385**	**$11,570**	**($4,671)**	**$517,144**	**$99,972**	**19.33%**
2019 Summary		**2,114**	**$792,156**	**$16,342**	**($8,603)**	**$767,211**	**$175,118**	**22.83%**
2018 Summary		**878**	**$331,523**	**$11,427**	**($3,333)**	**$316,763**	**$96,264**	**30.39%**
2017 Summary		**21,293**	**$7,030,961**	**$322,209**	**($46,937)**	**$6,661,816**	**$1,373,132**	**20.61%**

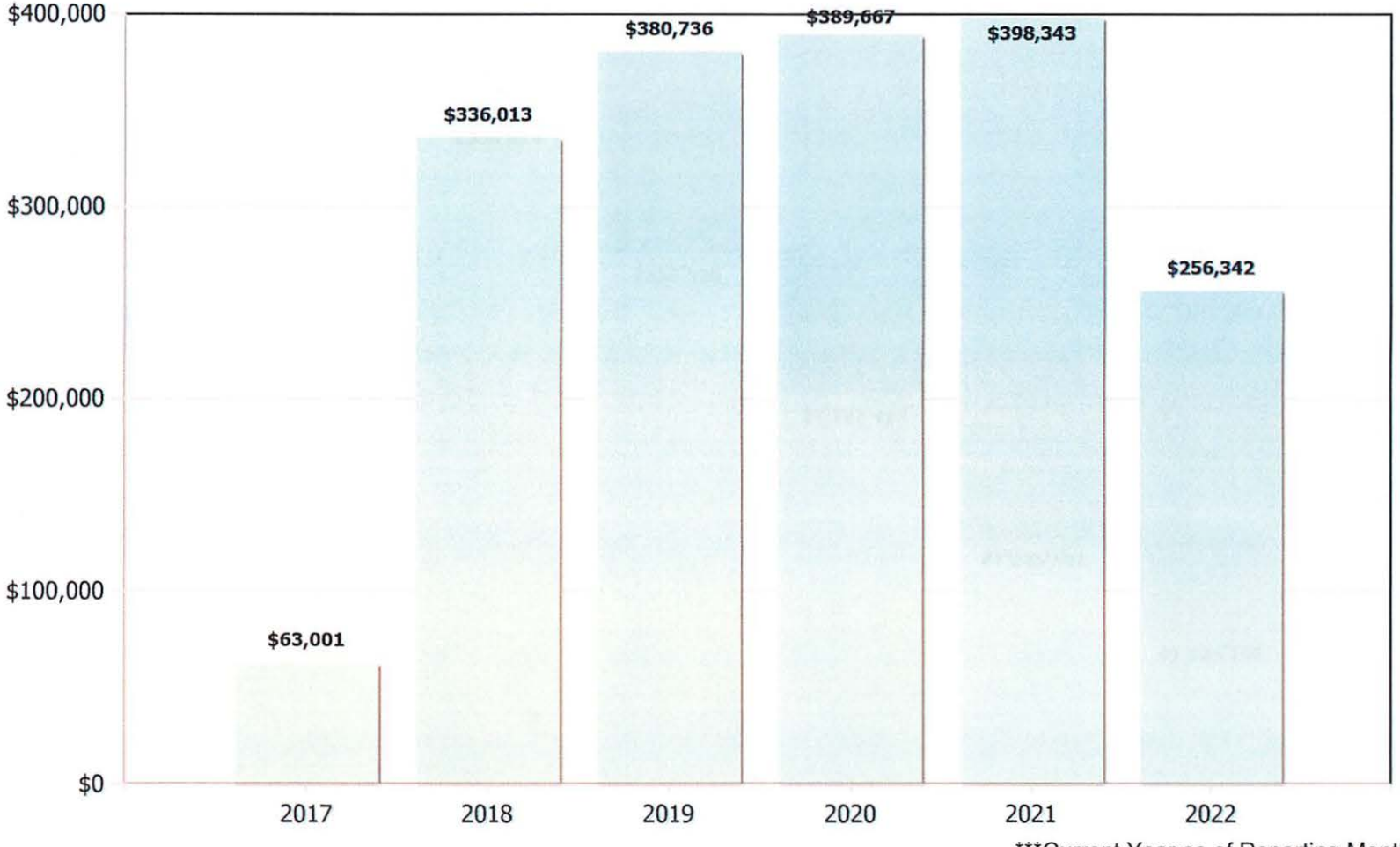
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Monthly Collections
Last 18 Months



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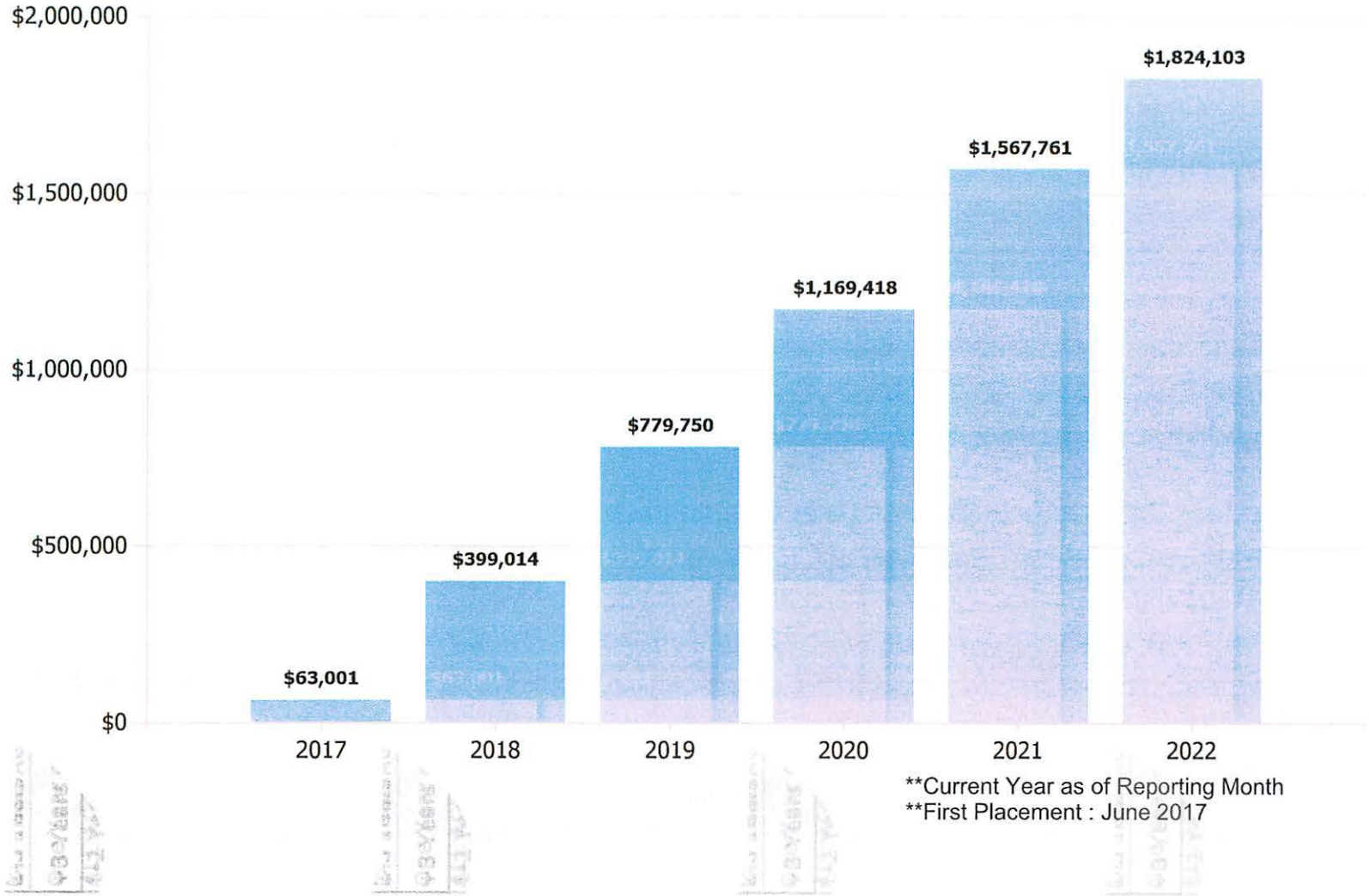
Delinquent Court Fees & Fines Annual Collections
Last 6 Years



***Current Year as of Reporting Month
***First Placement : June 2017

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Delinquent Fees & Fines Cumulative Collections



**Current Year as of Reporting Month
**First Placement : June 2017

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CERTIFIED EXECUTIVE CLOSED SESSION AGENDA

On this the 8th day of Februaryy, 2022, the governing body of the City of Diboll convened in Executive Closed Session of the City Council held at the Diboll City Hall at 400 Kenley, Diboll Texas with the following present to wit:

☐ Trey Wilkerson, Mayor	☐ _____
☐ Daniel Lopez, Mayor Pro-Tem	☐ _____
☐ Benita Sheffield Duffield, Council Member	☐ _____
☐ Luis Maldonado, Council Member	☐ _____
☐ Brian Moreno, Council Member	☐ _____
☐ Ray Williams, Jr., Council Member	☐ _____
☐ J. Ruben Terrazas, Council Member	☐ _____

The following is an agenda of an Executive Session of the City of Diboll, Texas, held pursuant to the Texas Open Meetings Act, Government Code Section:

__551.071 – Litigation/Consultation with Attorney
__551.072 – Real Property
__551.073 – Prospective Gift
X 551.074 – Personnel Matters
__551.076 Security Personnel or Devices
__551.086 Test item (SB 59S)
__551.087 Economic Development Negotiations (SB 1851)

Agenda Item #1:

Action Taken: ☐ Yes ☐ No

_____

_____

_____

Agenda Item #2 Action Taken: ☐ Yes ☐ No

_____

_____

_____

Agenda Item #3 Action Taken: ☐ Yes ☐ No

_____

_____

_____

I, Mayor Trey Wilkerson, certify the above agenda is a true and accurate record of the proceedings.

_____ _____

Trey Wilkerson, Mayor Witness



Convened into Executive Session at: _____

Exited back to Regular Session at: _____

*Note: this certified agenda must be kept a minimum of two years after the date of the Executive Session and is confidential. A person who knowingly and without lawful authority makes this record public commits a Class B misdemeanor and may be held liable for actual damages, court costs, reasonable attorney fees, and exemplary damages. Texas Government Code § 551.145.

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JOHN SLOAN
City of Diboll - Attorney
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Phone: (936) 632-8282
Email: sloan305@gmail.com
Physical Address: 303 South Temple Drive, Suite 305, Diboll, Texas 75941

JOHN SLOAN, P.C *FAX # (936) 632-8288*

November 8, 2022

Mr. Jason Arnold, City Manager
City of Diboll
400 Kenley Street
Diboll, Texas 75941

Re: City Attorney

Dear Mr. Arnold:

I hereby resign from my position as City Attorney effective January 1, 2023 or before if a replacement is found.

It has been a pleasure to serve the City.

Very truly yours,

John Sloan

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MINUTES OF THE GOVERNING BODY OF THE CITY OF DIBOLL, TEXAS REGULAR SESSION MEETING ON TUESDAY, NOVEMBER 15, 2022, AT 5:15 P.M., IN THE DIBOLL CITY HALL CHAMBERS.

COUNCIL PRESENT

Mayor Trey Wilkerson, Mayor Pro Tem Daniel Lopez, Councilmembers Ray Williams, Jr. and Ruben Terrazas

COUNCIL ABSENT

Councilmembers Benita Sheffield Duffield, Brian Moreno and Luis Maldonado

STAFF PRESENT

City Manager Jason A. Arnold, City Secretary Rosa Olvera, Chief of Police Michael Skillern, Public Works Director Joshua Richard and Fire Chief Aaron Smith.

Call to Order: Mayor Trey Wilkerson called the meeting to order at 5:15p.m.

Mayor Wilkerson gave the invocation, then led the Pledge of Allegiance which was recited by those in attendance.

CITIZENS PRESENTATION: (Limited to 3 minutes)
This item provides the opportunity to address the City Council on any matter whether or not it is posted on the agenda. However, in accordance with the Texas Open Meetings Act, Section 551.041, the Council cannot discuss, deliberate, or take any action on matters not listed on the agenda. At this time, the Council will receive citizen comments, and if necessary, may refer the matter to City staff for research, resolution, or referral to Council on a future agenda.

Public Participation: NONE

Item #1: CONSENT AGENDA: All matters listed under Consent Agenda are considered to be routine by the City Council and will be enacted by one motion. There will not be separate discussion. If discussion is desired, that item will be removed from the consent agenda and will be considered separately. Consider approval of the following reports:

a. Minutes from October 11, 2022, Regular Session Meeting
b. Financial Statement for October 2022
c. 12-Month Attendance Record for October 2022
d. Investment Report for Quarter ending September 2022

Daniel Lopez made a motion to approve and Ray Williams second.
All in favor, motion carries.

Item #2: Consideration and possible action to approve Ordinance 2022-11-001 for the first amendment to the 2022-2023 Operating Budget.

Daniel Lopez made the motion to approve and Ray Williams second.
All in Favor, none opposed, motion carries.

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Item #3: Discussion of Home Rule Charter Commission.

Jason Arnold gave brief overview of the committee, one nominee per councilmember. Plan to have nominees to vote on at next council meeting.

Item #4: Consideration and possible action to approve a lease agreement of Neches Pines Golf Course, by and between WHGC, LLC, ("Lessee"), and the City of Diboll, ("Lessor").

Ray Williams made the motion to approve and Ruben Terrazas second.
All in Favor, none opposed, motion carries.

Item #5: Consideration and possible action to approve Ordinance 2022-11-002; modification of the City of Diboll's Ordinance pertaining to industrial utility users.

Daniel Lopez made the motion to approve and Ray Williams second.
All in Favor, none opposed, motion carries.

Item #6: Consideration and possible action to approve Ordinance 2022-11-003; an Ordinance amending the Code of Ordinances of the City of Diboll (Chapter 4 – Animals and Fowl).

Ray Williams made the motion to approve and Daniel Lopez second.
All in Favor, none opposed, motion carries.

Item #7: Consideration and possible action to approve the Hometown Heroes Program. A scholarship program designed to recruit, sponsor, train and employ Diboll's best and brightest to serve as officers in the Diboll Police Department.

Jason Arnold and Michael Skillern gave brief information on the program.

Ray Williams made the motion to approve and Ruben Terrazas second.
All in Favor, none opposed, motion carries.

Item #8: DEPARTMENT HEAD REPORTS

a. Fire Department Report
b. Police Department Report
c. Public Works Report
d. Code Compliance Report
e. Finance & Court Report
f. City Manager Report

Item #9: The Diboll City Council will convene into a closed Executive Session, in accordance with Open Meetings Act, Chapter 551, Texas Government Code 551.074, for the purpose of discussing City Attorney, John Sloan's resignation and potential candidates for vacant city attorney position.

Council will reconvene into open session following closed door session and possibly take action on matters discussed in Executive Session.

Start: 6:09pm
Council reconvened at 6:16p.m. into open session following closed door session.

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Item #10: Consideration and possible action to accept City Attorney, John Sloan's resignation.

Daniel Lopez made the motion to approve and Ray Williams second.
All in Favor, none opposed, motion carries.

Item #11: Consideration and possible action to appoint City of Diboll City Attorney.

Seth Elmore as candidate for City Attorney position.

Ray Williams made the motion to approve and Daniel Lopez second.
All in Favor, none opposed, motion carries.

Adjournment

Mayor Wilkerson called to adjourn at 6:17p.m.

Minutes of the October 11, 2022 Regular Session Meeting approved by council on this the 13th day of December, 2022.

Trey Wilkerson, Mayor

ATTEST BY:

Rosa M. Olvera, City Secretary

STATE OF TEXAS §
ANGELINA COUNTY §
CITY OF DIBOLL §

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NOTICE OF MEETING
OF THE
CITY OF DIBOLL CITY COUNCIL

The City Council will meet in a regular session meeting in the City Hall Council Chambers, located at 400 Kenley, Diboll, Texas, on Tuesday, December 13, 2022, at 5:15p.m.

Call to Order

Invocation

Pledge of Allegiance

CITIZENS PRESENTATION: (Limited to 3 minutes)
This item provides the opportunity to address the City Council on any matter whether or not it is posted on the agenda. However, in accordance with the Texas Open Meetings Act, Section 551.041, the Council cannot discuss, deliberate, or take any action on matters not listed on the agenda. At this time, the Council will receive citizen comments, and if necessary, may refer the matter to City staff for research, resolution, or referral to Council on a future agenda.

Item #1: CONSENT AGENDA: All matters listed under Consent Agenda are considered to be routine by the City Council and will be enacted by one motion. There will not be separate discussion. If discussion is desired, that item will be removed from the consent agenda and will be considered separately. Consider approval of the following reports:

a. Minutes from November 15, 2022, Regular Session Meeting
b. Financial Statement for November 2022
c. 12-Month Attendance Record for November 2022

Item #2: Consideration and possible action to approve nominations for Home Rule Charter Review Commission.

Item #3: Linebarger Goggan Blair & Sampson, LLP (Linebarger Law Firm) presents City of Diboll delinquent fees & fines and tax collection report.

Item #4: Consideration and possible action to approve wholesale water supply contract with Angelina & Neches River Authority (ANRA).

Item #5: DEPARTMENT HEAD REPORTS

a. Fire Department Report
b. Police Department Report
c. Public Works Report
d. Code Compliance Report
e. Finance & Court Report
f. City Manager Report

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Item #6: The Diboll City Council will convene into a closed Executive Session, in accordance with Open Meetings Act, Chapter 551, Texas Government Code 551.074, for the purpose of discussing annual evaluation of City Manager, Jason Arnold.

Council will reconvene into open session following closed door session and possibly take action on matters discussed in Executive Session.

Item #7: Consideration and possible action on matters discussed in Executive Session.

Adjournment

Note: Mayor and Council Reports on Items of Community Interest- Pursuant to Texas Government Code Section 551.0415 the City Council may report on the following items (1) expression of thanks, congratulations, or condolences; (2) information about holiday schedules; (3) recognition of individuals; (4) reminders about upcoming City Council events; (5) information about community events; (6) announcements involving imminent threat to public health and safety.

I certify that this Notice of Meeting was posted in a glass-enclosed case in front of City Hall at 400 Kenley Street, Diboll, Texas, and available for viewing by the public prior to 5:15 p.m. on December 9, 2022, as well as at the City's website.

Rosa M. Olvera

Rosa M. Olvera - City Secretary
Posted: 12/9/2022

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MINUTES OF THE GOVERNING BODY OF THE CITY OF DIBOLL, TEXAS REGULAR SESSION MEETING ON TUESDAY, NOVEMBER 15, 2022, AT 5:15 P.M., IN THE DIBOLL CITY HALL CHAMBERS.

COUNCIL PRESENT

Mayor Trey Wilkerson, Mayor Pro Tem Daniel Lopez, Councilmembers Ray Williams, Jr. and Ruben Terrazas

COUNCIL ABSENT

Councilmembers Benita Sheffield Duffield, Brian Moreno and Luis Maldonado

STAFF PRESENT

City Manager Jason A. Arnold, City Secretary Rosa Olvera, Chief of Police Michael Skillern, Public Works Director Joshua Richard and Fire Chief Aaron Smith.

Call to Order: Mayor Trey Wilkerson called the meeting to order at 5:15p.m.

Mayor Wilkerson gave the invocation, then led the Pledge of Allegiance which was recited by those in attendance.

CITIZENS PRESENTATION: (Limited to 3 minutes)
This item provides the opportunity to address the City Council on any matter whether or not it is posted on the agenda. However, in accordance with the Texas Open Meetings Act, Section 551.041, the Council cannot discuss, deliberate, or take any action on matters not listed on the agenda. At this time, the Council will receive citizen comments, and if necessary, may refer the matter to City staff for research, resolution, or referral to Council on a future agenda.

Public Participation: NONE

Item #1: CONSENT AGENDA: All matters listed under Consent Agenda are considered to be routine by the City Council and will be enacted by one motion. There will not be separate discussion. If discussion is desired, that item will be removed from the consent agenda and will be considered separately. Consider approval of the following reports:

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d. Investment Report for Quarter ending September 2022

Daniel Lopez made a motion to approve and Ray Williams second.
All in favor, motion carries.

Item #2: Consideration and possible action to approve Ordinance 2022-11-001 for the first amendment to the 2022-2023 Operating Budget.

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All in Favor, none opposed, motion carries.

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Jason Arnold gave brief overview of the committee, one nominee per councilmember. Plan to have nominees to vote on at next council meeting.

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Council will reconvene into open session following closed door session and possibly take action on matters discussed in Executive Session.

Start: 6:09pm
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Item #10: Consideration and possible action to accept City Attorney, John Sloan's resignation.

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All in Favor, none opposed, motion carries.

Item #11: Consideration and possible action to appoint City of Diboll City Attorney.

Seth Elmore as candidate for City Attorney position.

Ray Williams made the motion to approve and Daniel Lopez second.
All in Favor, none opposed, motion carries.

Adjournment

Mayor Wilkerson called to adjourn at 6:17p.m.

Minutes of the October 11, 2022 Regular Session Meeting approved by council on this the 13th day of December, 2022.

_____

Trey Wilkerson, Mayor

ATTEST BY:

_____

Rosa M. Olvera, City Secretary

STATE OF TEXAS §
ANGELINA COUNTY §
CITY OF DIBOLL §

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City of Diboll
Financial Statement
As of November 30, 2022

12/6/2022 11:45 AM

01 - General Fund	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Revenue Summary							
Licenses & Permits	1,462.65	1,259.95	202.70	3,581.23	15,119.41	23.69%	11,538.18
Fines and Fees	20,501.99	40,458.33	(19,956.34)	40,968.83	485,500.00	8.44%	444,531.17
Franchise Tax	17,413.52	33,330.81	(15,917.29)	30,286.01	399,969.77	7.57%	369,683.76
Property Tax	83,919.64	107,799.45	(23,879.81)	94,017.27	1,293,593.32	7.27%	1,199,576.05
Sales Tax	73,148.99	51,409.09	21,739.90	122,670.89	616,909.05	19.88%	494,238.16
Interest	452.57	208.33	244.24	1,572.16	2,500.00	62.89%	927.84
Charges for Service	0.00	416.67	(416.67)	500.00	5,000.00	10.00%	4,500.00
Miscellaneous	1,392.11	83.33	1,308.78	612.01	1,000.00	61.20%	387.99
Penalties & Interest	(163.89)	0.00	(163.89)	(163.89)	0.00	0.00%	163.89
Contributions & Grants	0.00	866.67	(866.67)	0.00	10,400.00	0.00%	10,400.00
Revenue Totals	198,127.58	235,832.63	(37,705.05)	294,044.51	2,829,991.55	10.39%	2,535,947.04
Expense Summary							
Insurance	0.00	5,766.08	(5,766.08)	56,219.97	69,193.10	81.25%	12,973.13
Fines & Fees	0.00	37.50	(37.50)	0.00	450.00	0.00%	450.00
Administrative	8,398.98	21,841.74	(13,442.76)	51,092.87	262,101.00	19.49%	211,008.13
Contractual & Professional Services	49,917.29	20,388.25	29,529.04	58,945.91	244,659.00	24.09%	185,713.09
Intergov't Contracts	1,750.00	14,146.00	(12,396.00)	3,500.00	169,751.94	2.06%	166,251.94
Utility	4,535.00	6,614.33	(2,079.33)	11,468.06	79,372.00	14.45%	67,903.94
Repairs & Maintenance	8,198.41	18,966.66	(10,768.25)	18,296.11	227,600.00	8.04%	209,303.89
Materials & Supplies	14,335.88	16,505.86	(2,169.98)	24,481.25	198,070.53	12.36%	173,589.28
Miscellaneous	414.93	291.67	123.26	221.96	3,500.00	6.34%	3,278.04
Payroll Expense	186,235.73	173,676.34	12,559.39	376,194.20	2,084,115.94	18.05%	1,707,921.74
Personnel	2,619.28	3,329.18	(709.90)	6,456.30	39,950.00	16.16%	33,493.70
Transfers	0.00	(58,247.66)	58,247.66	0.00	(698,972.00)	0.00%	(698,972.00)
Grant Expense	0.00	1,083.33	(1,083.33)	0.00	13,000.00	0.00%	13,000.00
Capital Purchase	2,550.00	10,625.00	(8,075.00)	19,290.00	127,500.00	15.13%	108,210.00
Expense Totals	278,955.50	235,024.28	43,931.22	626,166.63	2,820,291.51	22.20%	2,194,124.88

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City of Diboll
Financial Statement
As of November 30, 2022

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02 - Utility Fund	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Revenue Summary							
Charges for Service	239,259.29	275,759.75	(36,500.46)	465,625.16	3,309,117.00	14.07%	2,843,491.84
Penalties & Interest	16,933.79	2,083.33	14,850.46	35,360.61	25,000.00	141.44%	(10,360.61)
Fines and Fees	212.60	83.33	129.27	499.26	1,000.00	49.93%	500.74
Interest	0.00	25.00	(25.00)	1,001.86	300.00	333.95%	(701.86)
Miscellaneous	1,652.97	0.00	1,652.97	2,015.72	0.00	0.00%	(2,015.72)
Revenue Totals	258,058.65	277,951.41	(19,892.76)	504,502.61	3,335,417.00	15.13%	2,830,914.39
Expense Summary							
Insurance	0.00	2,194.66	(2,194.66)	27,328.66	26,335.98	103.77%	(992.68)
Administrative	13,562.09	5,076.84	8,485.25	13,881.08	60,922.00	22.79%	47,040.92
Capital Purchase	0.00	2,166.67	(2,166.67)	0.00	26,000.00	0.00%	26,000.00
Contractual & Professional Services	85,858.31	74,154.16	11,704.15	144,849.04	889,850.00	16.28%	745,000.96
Utility	10,043.52	12,515.00	(2,471.48)	20,790.64	150,180.00	13.84%	129,389.36
Repairs & Maintenance	9,649.54	22,750.01	(13,100.47)	22,492.45	273,000.00	8.24%	250,507.55
Materials & Supplies	12,666.48	15,920.00	(3,253.52)	24,305.81	191,040.00	12.72%	166,734.19
Payroll Expense	50,910.35	47,362.81	3,547.54	101,810.27	568,353.74	17.91%	466,543.47
Personnel	0.00	424.99	(424.99)	33.75	5,100.00	0.66%	5,066.25
Fines & Fees	885.86	780.00	105.86	1,775.22	9,360.00	18.97%	7,584.78
Intergov't Contracts	24.85	1,250.00	(1,225.15)	392.45	15,000.00	2.62%	14,607.55
Transfers	0.00	93,012.46	(93,012.46)	0.00	1,116,149.50	0.00%	1,116,149.50
Expense Totals	183,601.00	277,607.60	(94,006.60)	357,659.37	3,331,291.22	10.74%	2,973,631.85

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City of Diboll
Financial Statement
As of November 30, 2022

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03 - Recreation Fund	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Revenue Summary							
Rentals & Leases	12,352.94	4,841.66	7,511.28	13,602.94	58,100.00	23.41%	44,497.06
Charges for Service	135.00	0.00	135.00	185.00	0.00	0.00%	(185.00)
Revenue Totals	12,487.94	4,841.66	7,646.28	13,787.94	58,100.00	23.73%	44,312.06
Expense Summary							
Insurance	0.00	52.51	(52.51)	675.93	630.13	107.27%	(45.80)
Administrative	0.00	275.84	(275.84)	266.11	3,310.00	8.04%	3,043.89
Contractual & Professional Services	60.00	379.17	(319.17)	200.00	4,550.00	4.40%	4,350.00
Utility	5,243.04	4,437.28	805.76	10,649.07	53,247.40	20.00%	42,598.33
Repairs & Maintenance	378.53	2,900.00	(2,521.47)	3,286.49	34,800.00	9.44%	31,513.51
Materials & Supplies	0.00	33.33	(33.33)	0.00	400.00	0.00%	400.00
Payroll Expense	3,988.96	3,552.03	436.93	7,645.11	42,624.40	17.94%	34,979.29
Transfers	0.00	(6,850.00)	6,850.00	0.00	(82,200.00)	0.00%	(82,200.00)
Expense Totals	9,670.53	4,780.16	4,890.37	22,722.71	57,361.93	39.61%	34,639.22

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City of Diboll
Financial Statement
As of November 30, 2022

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05 - Restricted Fund	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Expense Summary							
Grant Expense	12,163.00	5,000.00	7,163.00	12,789.26	60,000.00	21.32%	47,210.74
Project Expense	0.00	100.00	(100.00)	0.00	1,200.00	0.00%	1,200.00
Expense Totals	12,163.00	5,100.00	7,063.00	12,789.26	61,200.00	20.90%	48,410.74
Revenue Summary							
Miscellaneous	0.00	100.00	(100.00)	0.00	1,200.00	0.00%	1,200.00
Revenue Totals	0.00	100.00	(100.00)	0.00	1,200.00	0.00%	1,200.00

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City of Diboll
Financial Statement
As of November 30, 2022

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06 - Hotel/Motel Tax Fund	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Revenue Summary							
Hotel Motel Tax	3,672.07	1,666.67	2,005.40	3,672.07	20,000.00	18.36%	16,327.93
Revenue Totals	3,672.07	1,666.67	2,005.40	3,672.07	20,000.00	18.36%	16,327.93
Expense Summary							
Administrative	0.00	333.33	(333.33)	0.00	4,000.00	0.00%	4,000.00
Transfers	0.00	5,500.00	(5,500.00)	0.00	66,000.00	0.00%	66,000.00
Expense Totals	0.00	5,833.33	(5,833.33)	0.00	70,000.00	0.00%	70,000.00

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City of Diboll
Financial Statement
As of November 30, 2022

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07 - Seized Fund	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Revenue Summary							
Interest	0.68	0.00	0.68	1.32	0.00	0.00%	(1.32)
Revenue Totals	0.68	0.00	0.68	1.32	0.00	0.00%	(1.32)

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City of Diboll
Financial Statement
As of November 30, 2022

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09 - MC Security Fund	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Revenue Summary							
Fines and Fees	538.93	583.33	(44.40)	1,083.36	7,000.00	15.48%	5,916.64
Revenue Totals	538.93	583.33	(44.40)	1,083.36	7,000.00	15.48%	5,916.64
Expense Summary							
Transfers	0.00	583.33	(583.33)	0.00	7,000.00	0.00%	7,000.00
Expense Totals	0.00	583.33	(583.33)	0.00	7,000.00	0.00%	7,000.00

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City of Diboll
Financial Statement
As of November 30, 2022

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10 - MC Tech Fund	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Revenue Summary							
Fines and Fees	474.70	583.33	(108.63)	956.71	7,000.00	13.67%	6,043.29
Revenue Totals	474.70	583.33	(108.63)	956.71	7,000.00	13.67%	6,043.29
Expense Summary							
Utility	0.00	422.50	(422.50)	0.00	5,070.00	0.00%	5,070.00
Expense Totals	0.00	422.50	(422.50)	0.00	5,070.00	0.00%	5,070.00

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City of Diboll
Financial Statement
As of November 30, 2022

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11 - PEG Fund	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Revenue Summary							
Franchise Tax	0.00	333.33	(333.33)	0.00	4,000.00	0.00%	4,000.00
Revenue Totals	0.00	333.33	(333.33)	0.00	4,000.00	0.00%	4,000.00

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City of Diboll
Financial Statement
As of November 30, 2022

12 - Red Light Fund	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Revenue Summary							
Interest	17.84	0.00	17.84	33.82	0.00	0.00%	(33.82)
Revenue Totals	17.84	0.00	17.84	33.82	0.00	0.00%	(33.82)
Expense Summary							
Transfers	0.00	2,083.33	(2,083.33)	0.00	25,000.00	0.00%	25,000.00
Expense Totals	0.00	2,083.33	(2,083.33)	0.00	25,000.00	0.00%	25,000.00

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City of Diboll
Financial Statement
As of November 30, 2022

12/6/2022 11:45 AM

13 - Debt Service Fund	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Revenue Summary							
Property Tax	9,493.18	12,109.90	(2,616.72)	12,549.50	145,318.75	8.64%	132,769.25
Interest	55.04	0.00	55.04	103.13	0.00	0.00%	(103.13)
Revenue Totals	9,548.22	12,109.90	(2,561.68)	12,652.63	145,318.75	8.71%	132,666.12
Expense Summary							
Bond Expense	0.00	50,439.03	(50,439.03)	0.00	605,268.25	0.00%	605,268.25
Fines & Fees	0.00	125.00	(125.00)	0.00	1,500.00	0.00%	1,500.00
Transfers	0.00	(36,202.29)	36,202.29	0.00	(434,427.50)	0.00%	(434,427.50)
Note Expense	0.00	1,914.83	(1,914.83)	0.00	22,978.00	0.00%	22,978.00
Expense Totals	0.00	16,276.57	(16,276.57)	0.00	195,318.75	0.00%	195,318.75

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City of Diboll
Financial Statement
As of November 30, 2022

12/6/2022 11:45 AM

14 - Endowment Fund	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Revenue Summary							
Interest	0.00	670.83	(670.83)	0.00	8,050.00	0.00%	8,050.00
Revenue Totals	0.00	670.83	(670.83)	0.00	8,050.00	0.00%	8,050.00
Expense Summary							
Transfers	0.00	670.83	(670.83)	0.00	8,050.00	0.00%	8,050.00
Expense Totals	0.00	670.83	(670.83)	0.00	8,050.00	0.00%	8,050.00

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City of Diboll
Financial Statement
As of November 30, 2022

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16 - MC Local Truancy Prevention & Diversion Fund	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Revenue Summary							
Fines and Fees	481.30	666.67	(185.37)	962.71	8,000.00	12.03%	7,037.29
Revenue Totals	481.30	666.67	(185.37)	962.71	8,000.00	12.03%	7,037.29

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City of Diboll
Financial Statement
As of November 30, 2022

12/6/2022 11:45 AM

17 - MC Municipal Jury Fund	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Revenue Summary							
Fines and Fees	9.63	12.50	(2.87)	19.26	150.00	12.84%	130.74
Revenue Totals	9.63	12.50	(2.87)	19.26	150.00	12.84%	130.74
Expense Summary							
Transfers	0.00	33.33	(33.33)	0.00	400.00	0.00%	400.00
Expense Totals	0.00	33.33	(33.33)	0.00	400.00	0.00%	400.00

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City of Diboll
Financial Statement
As of November 30, 2022

18 - Keep Diboll Beautiful	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Expense Summary							
Project Expense	0.00	2,903.45	(2,903.45)	1,782.58	34,841.38	5.12%	33,058.80
Expense Totals	0.00	2,903.45	(2,903.45)	1,782.58	34,841.38	5.12%	33,058.80

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City of Diboll
Financial Statement
As of November 30, 2022

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19 - Street Project Fund	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Revenue Summary							
Interest	62.62	0.00	62.62	119.98	0.00	0.00%	(119.98)
Revenue Totals	62.62	0.00	62.62	119.98	0.00	0.00%	(119.98)

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City of Diboll
Financial Statement
As of November 30, 2022

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50 - Restricted Project Fund	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Expense Summary							
Transfers	0.00	(6,917.42)	6,917.42	0.00	(83,009.13)	0.00%	(83,009.13)
Expense Totals	0.00	(6,917.42)	6,917.42	0.00	(83,009.13)	0.00%	(83,009.13)

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City of Diboll
Financial Statement
As of November 30, 2022

12/6/2022 11:45 AM

55 - ARP Funds	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Revenue Summary							
Interest	435.96	0.00	435.96	852.69	0.00	0.00%	(852.69)
Revenue Totals	435.96	0.00	435.96	852.69	0.00	0.00%	(852.69)
Expense Summary							
Project Expense	156.79	0.00	156.79	156.79	0.00	0.00%	(156.79)
Expense Totals	156.79	0.00	156.79	156.79	0.00	0.00%	(156.79)

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DIBOLL CITY COUNCIL
12-MONTH ATTENDANCE RECORD

Council Member	8/10/2021	8/24/212	9/14/2021	9/21/2021	9/30/2021	10/6/2021	10/12/2021	11/9/2021	12/14/2021	1/11/2022	2/8/2022	3/8/2022
Brian Moreno	0	0	0	0	0	0	0	0	0	0	0	0
Ruben Terrazas	0	0	0	0	0	0	0	0	0	0	0	0
Daniel Lopez	0	0	0	0	0	0	0	0	1	0	1	0
Ray Williams, Jr.												
Benita Sheffield Duffield	0	0	0	0	0	0	0	0	0	0	0	0
Luis Maldonado	0	1	0	0	0	0	0	0	1	0	0	0
Trey Wilkerson	0	0	0	0	0	0	0	0	0	0	0	0
Total Absences	**0**	**1**	**0**	**0**	**0**	**0**	**0**	**0**	**2**	**0**	**1**	**0**

Council Member	4/12/2022	5/10/2022	5/18/2022	6/14/2022	6/21/2022	7/12/2022	7/13/2022	8/9/2022	9/13/2022	10/11/2022	11/15/2022	TOTAL TO-DATE
Brian Moreno	0	0	0	0	0	0	0	0	0	0	1	**1**
Ruben Terrazas	0	0	1	0	0	1	1	0	0	1	0	**4**
Daniel Lopez	0	0	0	0	0	1	1	0	0	0	0	**4**
Ray Williams, Jr.		0	0	0	0	0	0	0	0	0	0	**0**
Benita Sheffield Duffield	0	0	0	0	0	0	0	0	0	0	1	**1**
Luis Maldonado	0	0	0	1	0	1	0	0	0	0	1	**5**
Trey Wilkerson	0	0	0	0	0	0	0	0	0	0	0	**0**
Total Absences	**0**	**0**	**1**	**1**	**0**	**3**	**2**	**0**	**0**	**1**	**3**	**15**

Rosa M Olvera

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NOMINATIONS FOR THE CITY OF DIBOLL HOME RULE CHARTER REVIEW COMMISSION

Each member of council to nominate one citizen each for this commission.

	Name	# of VOTES
1.	_____	_____
	Mayor Trey Wilkerson - Mayor	
2.	_____	_____
	Mayor Pro Tem, Daniel Lopez – District 4	
3.	_____	_____
	Brian Moreno – District 1	
4.	_____	_____
	Luis Maldonado – District 2	
5.	_____	_____
	Benita Sheffield Duffield – District 3	
6.	_____	_____
	Ruben Terrazas – At Large Place 5	
7.	_____	_____
	Ray Williams, Jr. – At Large Place 6	

_____

Trey Wilkerson, Mayor

December 13, 2022

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DIBOLL, TX MUNICIPAL COURT

Fees and Fines Collection & Activity Report

As of November 30, 2022

LINEBARGER
ATTORNEYS AT LAW

Linebarger Goggan Blair & Sampson, LLP

PROPRIETARY AND CONFIDENTIAL INFORMATION

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Collections & Activity Summary

Collection Disposition Summary - November 2022	
Citations Assigned	0
Amount Assigned	$0
Citations Collected	26
Amount Collected	$8,042
Citations Cancelled	6
Amount Cancelled	$2,400
Citations Resolved	32
Amount Resolved	$10,442

Collection Disposition Summary - Contract to Date	
Citations Assigned	28,780
Amount Assigned	$9,933,751
Citations Adjusted	1,629
Amount Adjusted	($67,647)
Citations Collected	5,596
Amount Collected	$1,832,146
Citations Cancelled	1,041
Amount Cancelled	$368,589
Citations Resolved	6,637
Amount Resolved	$2,200,734
Dollar Resolution Rate	22.8%

Collection Activity - November 2022		
Letters		2
Address/Phone Updated		16
Phone Activity	Inbound	0
	Outbound	626

Collection Activity - Contract to Date		
Letters		60,053
Address/Phone Updated		12,094
Phone Activity	Inbound	3,881
	Outbound	203,287

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Status of Open Accounts

Status	Count	Amount
ACT - Active Account	21,827	$7,486,430
ATT - Attorney Contact Only	5	$1,437
BKR - Bankruptcy	2	$712
CAD - Cease And Desist Demand	3	$1,244
DEC - Deceased No Estate Or Beyond Claim	112	$36,500
DIS - Disputed	20	$6,475
INC - Incarcerated	84	$27,650
PRM - Promise Payment	104	$34,151
REF - Refuse To Pay	11	$3,678
SKP - Skip Tracing for Phone	21	$6,960
SWC - Stop Work Per Client	160	$37,723
SWF - Stop Work Per Firm	1	$432
Total	**22,350**	**$7,643,393**

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Monthly Collection Activity
Last 24 Months

Year	Month	Letters Mailed	Address/Phone Updated	Phone Activity		Dollars Collected
				Inbound	Outbound	
2022	November	2	16	0	626	$8,042
	October	8	30	4	708	$14,962
	September	654	41	15	727	$15,982
	August	440	105	16	775	$17,419
	July	9	28	6	1,066	$18,665
	June	92	18	11	1,407	$26,432
	May	5	30	11	1,328	$30,224
	April	181	24	20	1,365	$67,268
	March	53	15	70	1,601	$25,600
	February	6,283	8	100	1,292	$27,011
	January	519	407	47	1,564	$12,779
2021	December	115	25	14	2,079	$26,162
	November	215	41	39	2,685	$43,323
	October	588	82	76	1,577	$0
	September	2,352	126	60	1,152	$24,620
	August	972	310	63	1,185	$21,128
	July	71	169	45	1,664	$34,447
	June	883	234	114	1,522	$78,143
	May	165	32	10	1,495	$0
	April	202	32	11	1,099	$108,963
	March	327	39	144	874	$26,018
	February	4,375	288	44	752	$21,216
	January	900	565	95	1,317	$14,323
2020	December	15	33	5	1,570	$19,928
	November	105	28	43	1,897	$26,412
Total*		**19,531**	**2,726**	**1,063**	**33,327**	**$709,068**

***Total Amounts noted represent the last 24 months & not contract to date.**

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Portfolio Analysis
Outstanding Placements

	Accounts	Dollars	Acct. Pct.	Dollar Pct.	Average Balance
ALL ACCOUNTS	22,350	$7,643,392.58	100.00%	100.00%	$341.99
ADDRESSES					
No Mailing Address	26	$8,751.70	0.12%	0.11%	$336.60
Returned Mail	2,993	$993,623.69	13.39%	13.00%	$331.98
Good Address	19,331	$6,641,017.19	86.49%	86.89%	$343.54
OFFENSE AGE					
One Year or Less	827	$333,389.17	3.70%	4.36%	$403.13
1-2 Years	1,708	$675,318.90	7.64%	8.84%	$395.39
2-3 Years	830	$330,154.18	3.71%	4.32%	$397.78
+3 Years	18,985	$6,304,530.33	84.94%	82.48%	$332.08
PLACEMENT AGE					
One Year or Less	1,361	$541,603.57	6.09%	7.09%	$397.95
1-2 Years	1,575	$625,349.34	7.05%	8.18%	$397.05
2-3 Years	1,158	$444,395.68	5.18%	5.81%	$383.76
+3 Years	18,256	$6,032,043.99	81.68%	78.92%	$330.41

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Offense Age of Placements
Last 13 Months

	2015 & PRIOR	2016	2017	2018	2019	2020	2021	2022	Total Placements
November 2022	-	-	-	-	-	-	-	-	**0**
October 2022	-	-	-	-	-	-	-	-	**0**
September 2022	-	-	-	-	-	-	34 6.88%	460 93.12%	**494**
August 2022	-	-	-	-	-	-	-	131 100.00%	**131**
July 2022	-	-	-	-	-	1 0.25%	275 68.58%	125 31.17%	**401**
June 2022	-	-	-	-	-	-	-	-	**0**
May 2022	-	-	-	-	-	-	-	-	**0**
April 2022	-	-	-	-	-	-	79 100.00%	-	**79**
March 2022	-	-	-	-	-	-	261 96.31%	10 3.69%	**271**
February 2022	-	-	-	-	-	-	-	-	**0**
January 2022	-	-	-	-	-	-	-	-	**0**
December 2021	-	-	-	-	-	-	28 100.00%	-	**28**
November 2021	-	-	-	-	-	-	152 100.00%	-	**152**

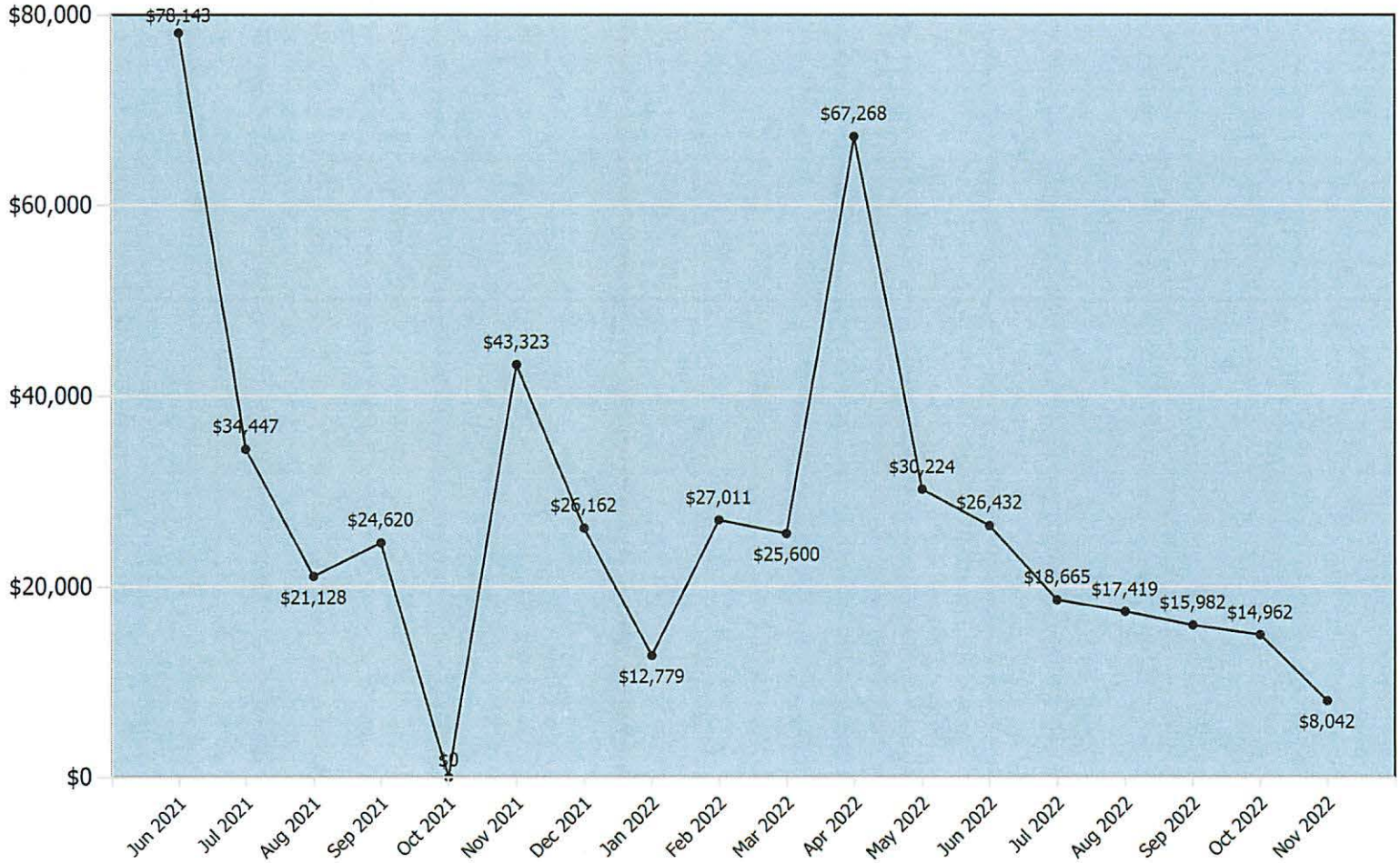
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Placement Activity Summary
Contract to Date

Year	Month	Count #	Orig Placement $	Cancelled $	Adjustment $	Net Placement $	Collected $	Collected %
	November	0	$0	$0	$0	$0	$0	0.00%
	October	0	$0	$0	$0	$0	$0	0.00%
	September	494	$198,064	$437	$0	$197,627	$460	0.23%
	August	131	$52,798	$0	$15	$52,813	$883	1.67%
	July	401	$158,509	$1,570	$60	$156,999	$2,289	1.46%
	June	0	$0	$0	$0	$0	$0	0.00%
	May	0	$0	$0	$0	$0	$0	0.00%
	April	79	$31,857	$0	$0	$31,857	$828	2.60%
	March	271	$107,470	$1,789	$0	$105,681	$3,535	3.34%
	February	0	$0	$0	$0	$0	$0	0.00%
	January	0	$0	$0	$0	$0	$0	0.00%
2022 Summary		**1,376**	**$548,697**	**$3,796**	**$75**	**$544,976**	**$7,994**	**1.47%**
	December	28	$10,825	$0	$0	$10,825	$1,240	11.46%
	November	152	$59,088	$1,218	($486)	$57,383	$6,145	10.71%
	October	275	$108,759	$371	($122)	$108,266	$8,219	7.59%
	September	233	$92,817	$1,565	($808)	$90,445	$11,493	12.71%
	August	302	$121,429	$885	($332)	$120,212	$10,898	9.07%
	July	186	$73,659	$438	($796)	$72,426	$5,501	7.60%
	June	7	$2,955	$438	$30	$2,547	$1,738	68.25%
	May	8	$3,154	$0	$0	$3,154	$0	0.00%
	April	45	$18,702	$0	$0	$18,702	$402	2.15%
	March	238	$95,372	$425	($222)	$94,725	$11,838	12.50%
	February	134	$54,116	$0	($212)	$53,904	$6,535	12.12%
	January	141	$56,151	$0	($696)	$55,455	$10,751	19.39%
2021 Summary		**1,749**	**$697,027**	**$5,340**	**($3,644)**	**$688,043**	**$74,760**	**10.87%**
	December	47	$19,170	$0	$30	$19,200	$2,512	13.08%
	November	17	$6,828	$0	($198)	$6,629	$2,731	41.19%
2020 Summary		**1,370**	**$533,385**	**$12,028**	**($4,671)**	**$516,687**	**$99,972**	**19.35%**
2019 Summary		**2,114**	**$792,156**	**$17,144**	**($9,093)**	**$765,919**	**$178,232**	**23.27%**
2018 Summary		**878**	**$331,523**	**$11,859**	**($3,333)**	**$316,332**	**$98,274**	**31.07%**
2017 Summary		**21,293**	**$7,030,961**	**$329,571**	**($46,981)**	**$6,654,410**	**$1,383,460**	**20.79%**

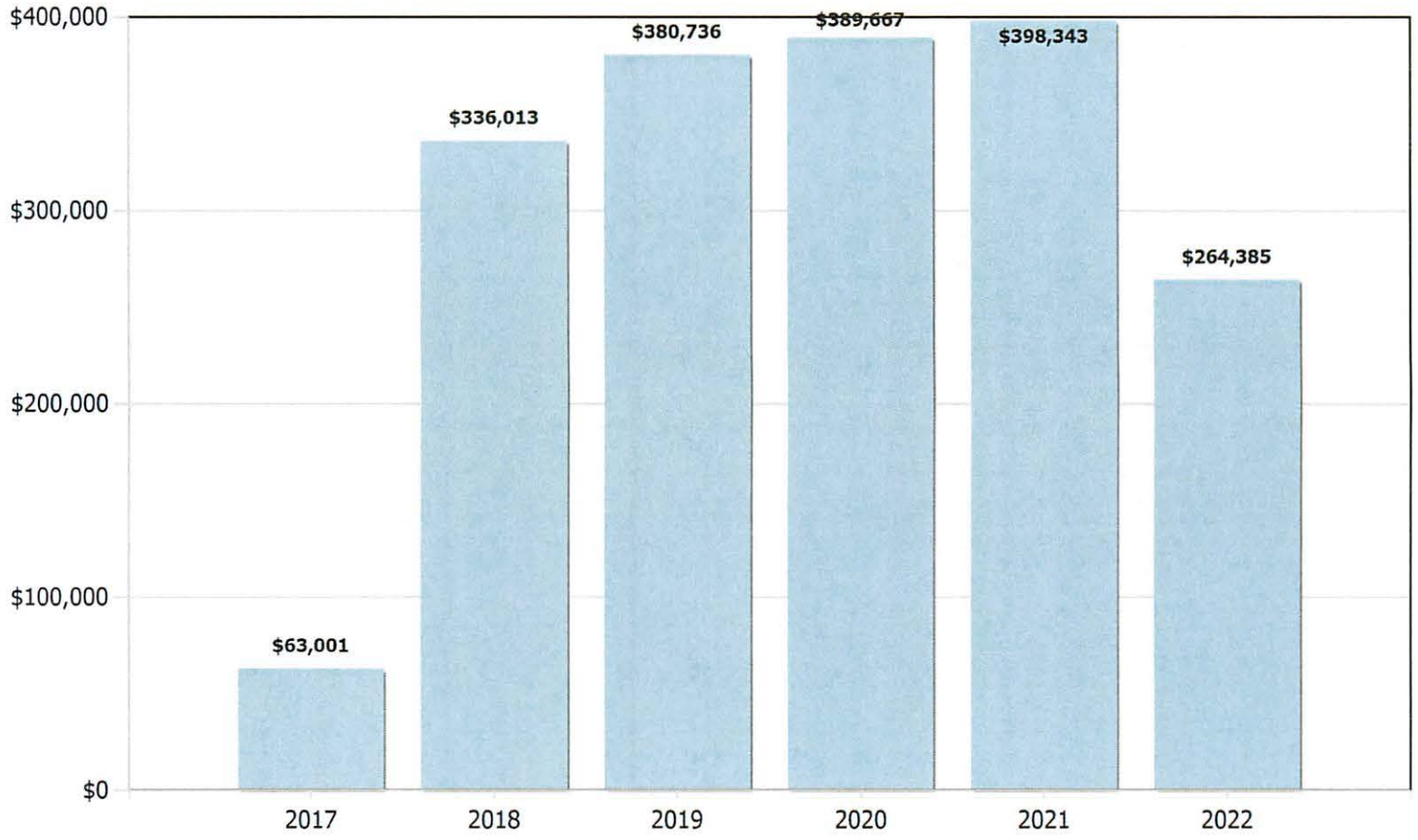
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Monthly Collections
Last 18 Months



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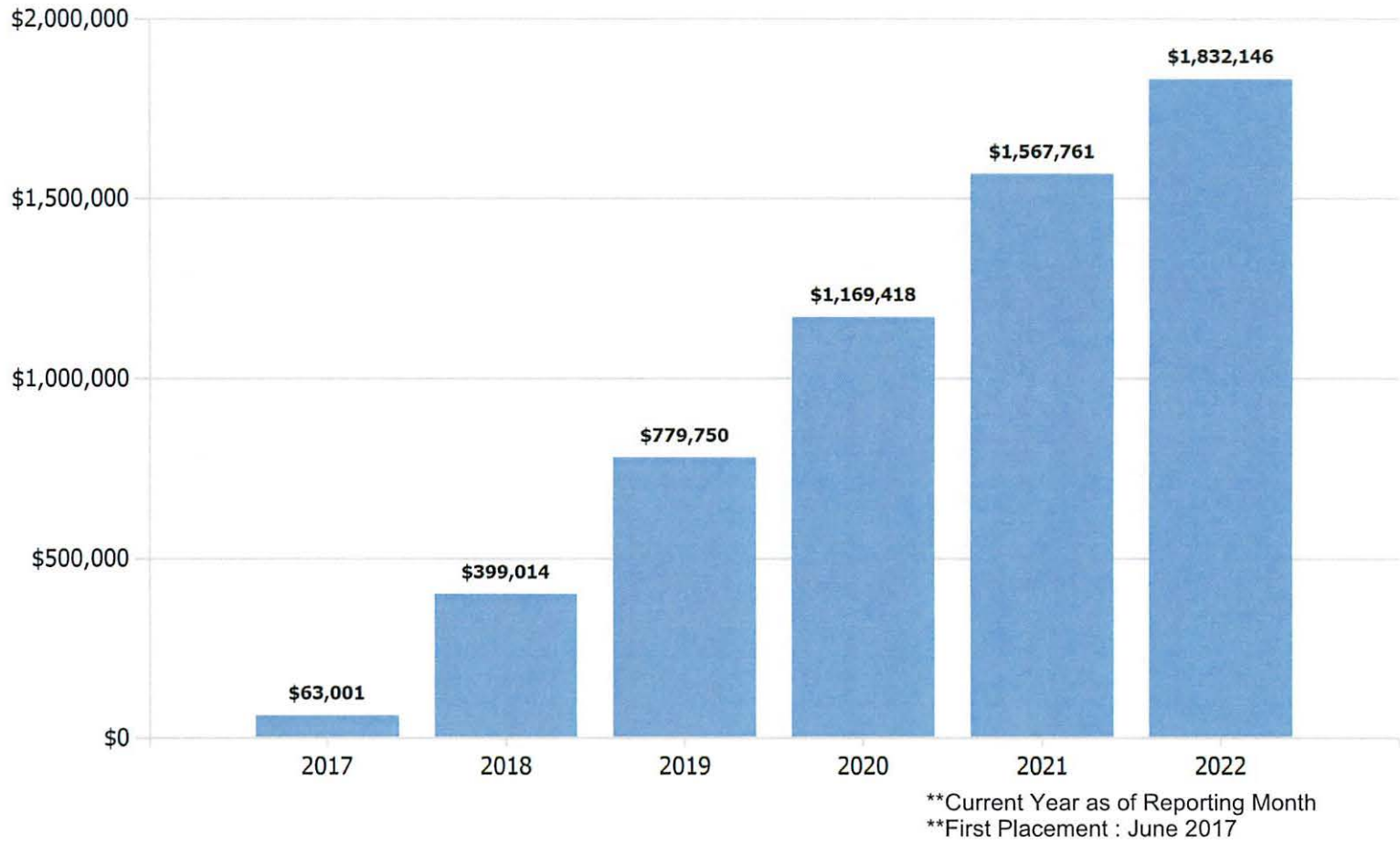
Delinquent Court Fees & Fines Annual Collections
Last 6 Years



***Current Year as of Reporting Month
***First Placement : June 2017

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Delinquent Fees & Fines Cumulative Collections



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City of Diboll

Delinquent Tax Collection Report

Reporting Period

July 1, 2021 through June 30,2022

Contact

James Guest, Partner
James.guest@lgbs.com
Phone 936.639.5040

Janet Freeman, *Area Manager*
Janet.Freeman@lgbs.com
Phone 936.639.5040

Ashley Rains, File *Manager*
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LINEBARGER
ATTORNEYS AT LAW

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LINEBARGER
ATTORNEYS AT LAW

The following is a detailed report of the collection process and **results that the Linebarger Law Firm has achieved for City of Diboll for the period of July 1, 2021 – June 30, 2022.** Should the Council have any questions regarding our various collection methods, litigation processes, and/or our collection results, Attorney James Guest and area manager Janet Freeman are always available for a more thorough discussion.

Mailings

Experts in Delinquent Tax Collections

During this reporting period, our law firm has implemented its mailing program to ensure that delinquent taxpayers are aware that they owe taxes to the **City of Diboll.** We have mailed **491** warning notice letters in increasing severity of tone to delinquent taxpayers requesting the payment of over **$407,600.00.** The goal is for every taxpayer on your delinquent roll with a current address to receive correspondence from us several times.

MAILING DATE	STATEMENTS MAILED	TYPE OF LETTER	BASE TAX & P&I
July 1, 2021 – June 30, 2022			
07/19/2021	155	Tax Lien Notice	$119,877.24
09/08/2021	138	Tax Lien Enforcement	$116,775.76
11/12/2021	117	Candidate for Suit	$95,231.95
03/10/2022	81	Delinquent Tax Warning	$75,744.20

A special mailing was sent by this firm upon request from Angelina County Tax Assessor-Collector in March 2022 to notify homeowners of the ***American Rescue Plan***, whereby funds were available through the Homeowner Assistance Fund to help homeowners pay delinquent property taxes should they qualify for this assistance. This mailing included **99** letters involving over **$107,600.00** in delinquent taxes to homeowners for **City of Diboll.**

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LINEBARGER
ATTORNEYS AT LAW

Litigation

Delinquent Tax Roll Review

We have a strong relationship with the Angelina County Tax Office, whom we assist in identifying accounts that are currently (1) in payment agreements, (2) involved in open bankruptcy proceedings, and/or (3) in active Deferral status. We ensure these accounts are updated with both the Appraisal District and the Tax Office to mitigate collection activity while the accounts are on hold. (Maintaining accurate and updated records is paramount to a successful collection program.)

Open Suits Summary By Litigation Status

Law suits must be filed when mailings are not productive. A total of **8 suits** were filed within the reporting period to include:

Payment Agreements	1 Suit
Awaiting Service	5 Suits
Judgment Entered	1 Suit
Set for Trial	1 Suits

Currently there are **34** pending law suits for City of Diboll.

Tax Sales/Resales

Fiscal Year	Offered	Sold	Pulled	Paid/ Agreement	Struck off	Tax Revenue Generated
09/07/2021	2	2	0	0	0	$57,300.00

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LINEBARGER
ATTORNEYS AT LAW

Top 10 Delinquent Accounts

In order to maximize our collection efforts on behalf of the **City of Diboll**, our law firm regularly monitors and reviews the delinquent accounts on your tax roll. We always try to target the largest delinquent accounts first and work down the roll by descending dollar amount. Below is a list of the top **10** delinquent tax accounts for the **City of Diboll.**

TOP 10 ACCOUNTS CITY OF DIBOLL (AS OF JULY 13, 2022)				
	Name	ACCOUNT #	Base Tax	Current Status
1	XXXXXXXX	46511	$10,659.06	Deferral Removed, Title Order/Law Suit Filed
2	XXXXXXXX	46805	$6,391.46	HS/OV/65 Deferral
3	XXXXXXXX	12344	$4,817.16	HS/OV/65 Deferral
4	XXXXXXXX	124021	$4,017.15	NOIS Letter Mailed/Suit filing pending
5	XXXXXXXX	53624	$3,173.25	HS/DP/Deferral
6	XXXXXXXX	46778	$2,895.02	HS/OV65/Deferral
7	XXXXXXXX	136513	$2,768.37	Law Suit/Pmt Agrmt – paid in full 8/15/22 By American Rescue Plan
8	XXXXXXXX	45420	$2,585.72	HS/DP/Deferral
9	XXXXXXXX	19301 & 19303	$2,534.34	Pmt Agrmt Defaulted/New Suit Filing Pending
10	XXXXXXXX	60796	$2,507.17	Law Suit – Judgment – Tax Sale Sold Dec 6th

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ATTORNEYS AT LAW

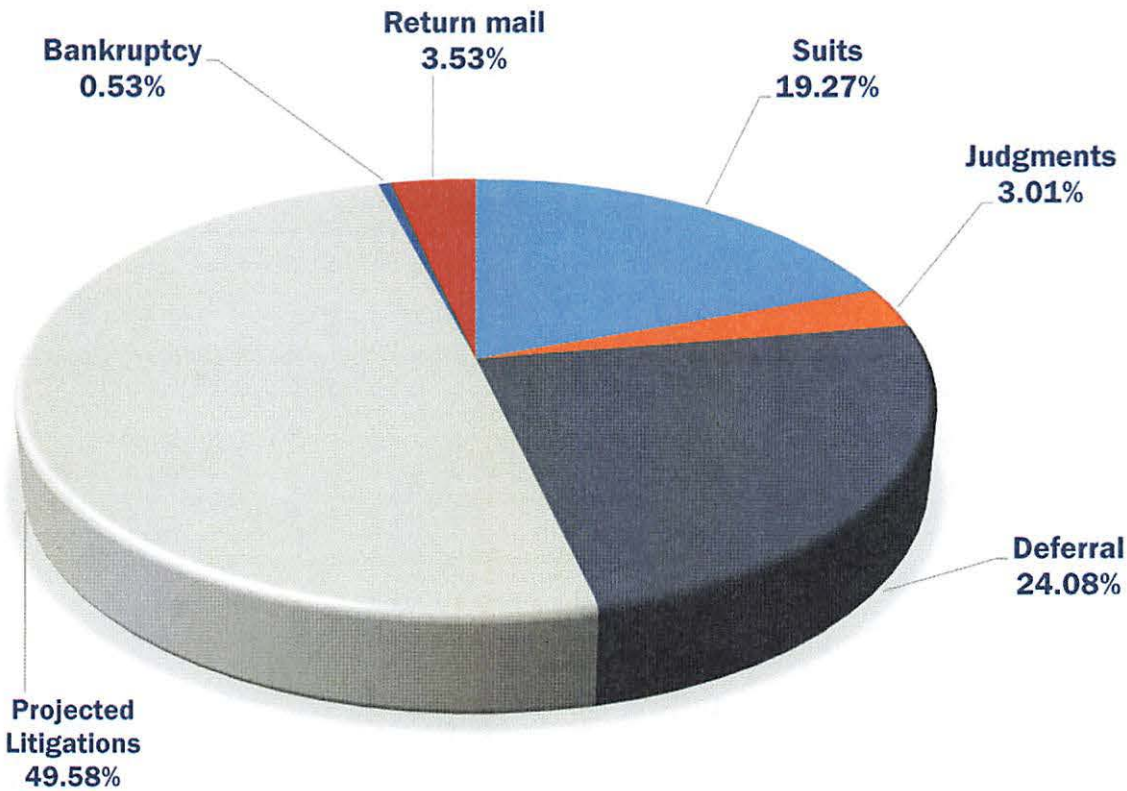


Exhibit A: Status of Accounts

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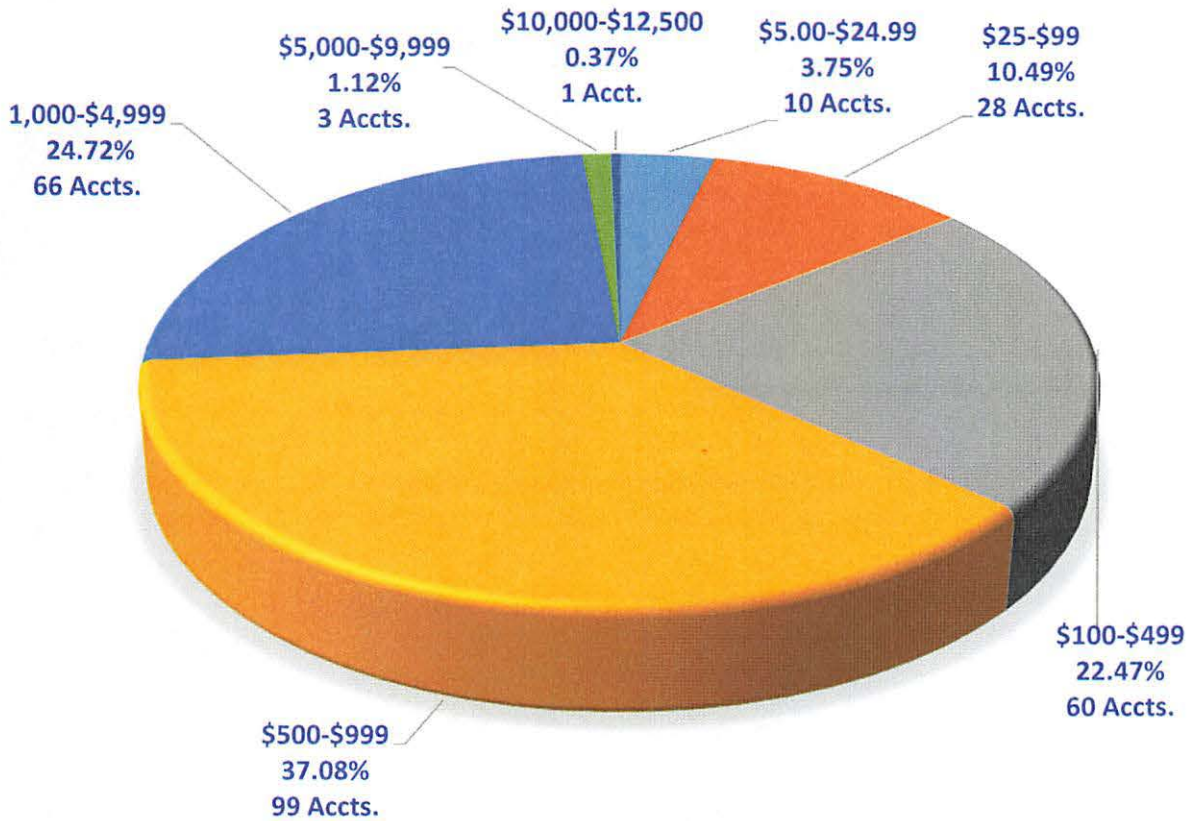


Exhibit B: Delinquent Tax Roll By Dollar Amount

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DIBOLL Texas

All Collections

	July 2021 – June 2022	July 2020 – June 2021	July 2019 – June 2020
Month	**Collections**	**Collections**	**Collections**
July	$5,320.57	$7,866.28	$12,589.73
August	$5,594.04	$5,211.08	$6,431.13
September	$16,082.05	$5,996.99	$5,263.94
October	$2,489.70	$1,437.66	$3,353.54
November	$4,499.51	$3,510.58	$2,742.21
December	$1,709.84	$1,034.29	$2,292.67
January	$4,591.34	$982.63	$3,877.30
February	$689.55	$1,676.23	$6,659.10
March	$1,299.94	$5,391.34	$1,503.72
April	$5,627.58	$3,011.44	$589.31
May	$2,327.38	$2,476.83	$6,765.87
June	$4,178.94	$3,072.53	$2,883.42
TOTAL	**$54,410.44**	**$41,667.88**	**$54,951.94**

**Totals include taxes, penalties and interest

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Conclusion

The information provided in this report summarizes our efforts taken on behalf of the City of Diboll in the collection of delinquent property taxes. However, it is not possible to quantify and report on everything we do to collect taxes for the City.

This report does not show the many taxpayer inquiries received, which have resulted in payments made, or new address and ownership information updates that we have discovered and provided to the Angelina County Appraisal District. This report also does not reflect the efforts of our Bankruptcy Department in representing the City. We also conduct inspections of properties in suit, and we communicate with neighbors and the public in order to garner further information.

We are committed to providing the highest level of legal representation for the City of Diboll, which includes prosecuting the pending suits to conclusion, writing demand letters on a regular basis, and filing additional suits in those cases where our letters and request for payment are ignored. We will also continue working closely with you to assist and advise in all property tax matters, including changes in the law brought about by the Property Tax Code.

If there are any questions about this report do not hesitate to call me for further clarification of our activity. We value our relationship of representing the City of Diboll for over 30 years, and we look forward to many more years of servicing the City's needs.

Sincerely,

James Guest

James Guest
Attorney at Law

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City of Diboll

Municipal Water Supply Contract

Angelina & Neches River Authority

December 2022

CITY OF DIBOLL
WATER SUPPLY CONTRACT – WHOLESALE

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THE STATE OF TEXAS	**§**	**MUNICIPAL**
	§	**WATER SUPPLY**
COUNTY OF ANGELINA	**§**	**CONTRACT**

This Water Supply Contract ("Agreement") is made and entered into this 13th day of December, 2022 by and between the City of Diboll ("DIBOLL"), a political subdivision of the State of Texas, having offices in Angelina County, Texas, and the Angelina & Neches River Authority ("ANRA"), having offices in Angelina County, Texas.

RECITALS

1. ANRA proposes to purchase treated Water from DIBOLL for municipal use in ANRA's distribution system.

2. ANRA wants to purchase, and DIBOLL is willing to sell, Water from the DIBOLL System subject to the terms and conditions of this Agreement.

3. ANRA will take Water from the DIBOLL System subject to all applicable rules and regulations of DIBOLL, state and federal agencies.

4. ANRA proposes to purchase water supply services from DIBOLL on a wholesale basis.

AGREEMENT

For and in consideration of the mutual promises, covenants, obligations, and benefits described in this Agreement, DIBOLL and ANRA agree as follows:

DEFINITIONS.

"Agreement" shall mean this Water Supply Contract including exhibits and any amendments thereto.

"Water" shall mean treated ("potable") water from the DIBOLL System.

"Point(s) of Delivery" shall mean the point or points at which ANRA withdraws Water from the DIBOLL System.

"Effective Date" shall mean the date as of which this Agreement enters into force. The Effective Date is December 13, 2022.

"DIBOLL Rate" shall mean the rate at which ANRA will pay DIBOLL for water supply received from the DIBOLL System. The initial rate shall be the wholesale water rate for DIBOLL. The DIBOLL Rate may be modified from time to time as specified in Section 7 and will be published annually as set by the DIBOLL City Council.

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"Maximum Diversion Rate" shall mean 127 gallons per minute in the interim and 500 GPM thereinafter and is the maximum rate at which ANRA may withdraw water from the DIBOLL System as measured at the Point of Delivery. The interim being the effective date of this contract until adequate upgrades to the DIBOLL System have been made that allow for 500 GPM to be delivered to ANRA.

"Annual Quantity" shall mean 15 million gallons of Water per year.

"DIBOLL System" shall mean the facilities owned and operated by DIBOLL used to provide Water to DIBOLL's customers.

"Fiscal Year" shall mean a one-year period beginning on October 1 and ending on September 30.

"Commission" shall mean the Texas Commission on Environmental Quality and its predecessor and successor agencies.

SECTION 1. TERM.

This Agreement shall remain in force and effect from the Effective Date and thereafter for 30 years from the Effective Date unless this Agreement is terminated sooner because DIBOLL and ANRA agree to terminate this Agreement or this Agreement is terminated pursuant to its terms.

SECTION 2. EQUITY.

ANRA acknowledges that it will accrue no equity or any other interest in the DIBOLL System or any other assets of DIBOLL as a result of payment or other performance of ANRA under this Agreement.

SECTION 3. WATER & SEWER.

DIBOLL agrees to sell ANRA Water from The DIBOLL System at the Point of Delivery in an amount not to exceed the Annual Quantity. ANRA shall not take more than the Annual Quantity without the prior written consent of DIBOLL.

Water

Quantity. DIBOLL agrees, during the period of this Contract, to tender and make available to ANRA, for its own use and at the delivery point as hereafter specified, treated water in the volume required by ANRA, provided that the maximum rate of delivery of such water shall be up to 216,000 gallons per day and not to exceed a maximum rate of 127 GPM in the interim and 500 GPM once adequate upgrades to the DIBOLL System have been made that allow for 500 GPM to be delivered to ANRA , and ANRA agrees to pay DIBOLL for such services in accordance with the provisions of this Contract.

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DIBOLL will use its best efforts to remain in a position to furnish water as herein contracted to be sold to ANRA but its obligations shall be limited in accordance with other conditions herein contained. In the event the total water supply available to DIBOLL shall be insufficient to supply at least the minimum pressure required by the Texas Commission on Environmental Quality (hereinafter called "TCEQ") to all areas of the DIBOLL system, obligations to furnish water will cease until the water pressure returns to the minimum required pressure. Water used by ANRA during a drought condition, as declared by DIBOLL City Manager or his designee, shall be in accordance with DIBOLL's Drought Contingency Plan for purchasers of Wholesale Water. DIBOLL shall provide reasonable notice to ANRA of such shortages, emergencies, or insufficient minimum pressure pursuant to Section 21 of this Contract.

Nothing in this agreement shall obligate ANRA to purchase the maximum Quantity of water available under this Contract.

Quality. DIBOLL is obligated to furnish to ANRA treated water that will be of the same quality as furnished customers residing within the city limits of Diboll, Texas and in compliance with state and federal regulations.

Point of Delivery. The Point of Delivery of water to ANRA from DIBOLL's system shall be the city limits of DIBOLL as now provided to ANRA, and DIBOLL agrees to deliver at said Point of Delivery the quantities of water set forth herein.

Measuring Equipment. ANRA shall furnish and install at its expense the metering equipment and valves and DIBOLL shall operate and maintain the same insofar as labor costs are concerned at its expense. The meter and meter installation shall be approved by DIBOLL. DIBOLL will read the meter monthly and meters registering not more than five percent (5%) above or below normal shall be deemed to be accurate. The reading of any meters which have been disclosed by test to be inaccurate shall be corrected for the ninety days previous to such test in accordance with the percentage of inaccuracy found by such test. If any meter shall fail to register for any period, the amount payable shall be based upon the water delivered in the corresponding period immediately prior to the failure, unless DIBOLL and ANRA shall agree to an amount delivered during such period. The meter used under this agreement shall be read on or about the last day of each calendar month by DIBOLL's operator and on request DIBOLL shall make available the time of reading the meter in any month for checking by a representative of ANRA during usual business hours on or about the last day of each calendar month. In the event DIBOLL determines it necessary to relocate the measuring equipment referred to herein, such relocation shall be at the expense of DIBOLL.

Unit of Measurement. The unit of measurement of water delivered hereunder shall be 1,000 gallons of water U.S. Standard Liquid Measure.

Price and Term. The Service to be performed under this contract by DIBOLL consists of the readiness of DIBOLL to deliver to ANRA, upon its demand, water in accordance with the provisions of Section 1 herein.

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In return for such service, ANRA agrees to compensate DIBOLL by payment of certain monthly sums of money calculated by dividing the quantity of water in gallons by 1,000 and multiplying that figure by the DIBOLL wholesale rate.

Payment of the monthly service charge listed above shall be made each month by ANRA to DIBOLL and shall be due and payable on or before the 30th day of the month following the service.

In the event DIBOLL raises or lowers its water rates, the price per 1,000 gallons for ANRA shall be adjusted automatically to reflect said charge, and ANRA shall be notified in writing sixty (60) days prior to the proposed date of change.

Maintenance. ANRA shall maintain all mains, feeder lines and meters within ANRA's system to the master meter.

Capital Improvements. ANRA shall be responsible for any capital improvements that may become necessary. By capital improvement it is meant items such as any water main extensions, expansion of services, or major modifications to existing facilities. Capital improvements and methods of construction shall be reviewed by DIBOLL to ensure compliance with DIBOLL regulations and be approved by the Commission and completed in accordance with state and federal regulations.

Taps. DIBOLL shall have the sole authority to make water taps on any part or portion of ANRA's lines that are within the corporate limits of DIBOLL and shall charge for the water sold through that tap at the standard rate inside DIBOLL city limits. DIBOLL shall deduct any water service volume sold by DIBOLL through ANRA's master meter each month. In the event DIBOLL annexes any portion of the ANRA Utilities, DIBOLL shall compensate the District or the legal owner for the portion of the water distribution system so annexed in accordance with the Texas Water Code at the time of annexation.

New or additional taps in the current service area outside of the city limits of DIBOLL shall be completed by ANRA or under its supervision and at ANRA's expense.

Sanitary Control. DIBOLL may make periodic inspections to determine that no crossconnection of backflow or back siphonage exists within the water system. In the event such conditions are found to exist, DIBOLL shall notify ANRA immediately of such conditions and ANRA shall immediately take all necessary steps to stop the crossconnection of backflow or back siphonage. If crossconnection of backflow or back siphonage cannot immediately be stopped by ANRA, the ANRA must disconnect service at such location until conditions are corrected.

SECTION 4. RATE ADJUSTMENT

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Each year, DIBOLL City Council will adjust DIBOLL Rate. The rate will be adjusted based on an engineering rate study that shall be commissioned no later than every five years. The rate study will review the current rate as compared to actual cost and will project proposed rates for each year of the study period (normally five years).

SECTION 5. DISPUTE REGARDING PAYMENT.

If ANRA at any time disputes the amount to be paid by it to DIBOLL, ANRA shall nevertheless promptly make the disputed payment or payments; but, if it is subsequently determined by agreement or court decision that the disputed amount paid by ANRA should have been less or more, DIBOLL shall promptly revise and reallocate ANRA' payments in a manner that ANRA or DIBOLL will recover the amount due.

If a court, the Commission, or any federal or state regulatory authority finds that DIBOLL's rates or policies for delivering Water to ANRA under this Agreement are unreasonable or otherwise unenforceable, DIBOLL has the option to terminate this Agreement without liability to ANRA. By signing this Agreement, ANRA stipulates and agrees that DIBOLL and its other customers will be prejudiced if ANRA avoids the obligation to pay the rates for Water specified in this Agreement while accepting the benefits of obtaining Water from DIBOLL. Nothing in this Agreement shall be construed as constituting an undertaking by DIBOLL to furnish Water to ANRA except pursuant to the terms of this Agreement. If ANRA initiates or participates in any proceeding regarding DIBOLL's rates and policies under this Agreement and advocates a position that is adverse to DIBOLL and DIBOLL prevails, ANRA shall pay DIBOLL for its expenses, including attorneys' fees, in the proceeding within fifteen (15) days after DIBOLL's demand for payment.

SECTION 6. RESPONSIBILITY FOR WATER.

DIBOLL will guarantee that, at the Point of Delivery, Water meets all state standards. ANRA may use the Water purchased from DIBOLL under this Agreement for all lawful purposes, except resale to other water distributors.

The effectiveness of this Agreement is dependent upon DIBOLL and ANRA complying with the rules of the Commission.

SECTION 7. REGULATORY REQUIREMENTS.

This Agreement is subject to all applicable federal, state, and local laws and any applicable ordinances, rules, orders, and regulations of any local, state, or federal governmental authority with jurisdiction. However, nothing contained in this Agreement shall be construed as a waiver of any right to question or contest any law, ordinance, order, rule, or regulation in any forum having jurisdiction, and DIBOLL and ANRA each agree to make a good faith effort to support proposed laws and regulations that would be consistent with the performance of this Agreement in accordance with its terms.

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SECTION 8. WATER CONSERVATION & DROUGHT CONTINGENCY PLANS.

ANRA shall cooperate with and assist DIBOLL in its efforts to develop and implement plans, programs, and rules to develop water resources and to promote practices, techniques, and technologies that will reduce the consumption of water, reduce the loss or waste of water, improve the efficiency in use of water, or increase the recycling and reuse of water. DIBOLL's obligations under this Agreement shall be subject to ANRA preparing and implementing a water conservation plan or water conservation measures, as well as implementing any water conservation plans and drought contingency plans adopted by DIBOLL and required or approved by the Commission, the Texas Water Development Board, or any other federal, state, or local regulatory authority with power to require or approve water conservation and drought contingency plans. Upon execution of this Agreement, ANRA shall submit water conservation plan and drought contingency plan measures to DIBOLL for its review and approval.

SECTION 9. SOURCE AND ADEQUACY OF SUPPLY.

Water supplied by DIBOLL to ANRA under this Agreement shall be from The DIBOLL System and from no other source, unless DIBOLL, at its sole discretion, decides to supply water from another source available to DIBOLL. DIBOLL and ANRA hereby agree that ANRA shall have no right or entitlement to any portion of DIBOLL's Water in The DIBOLL System after the expiration of the term of this Agreement. DIBOLL will use its best efforts to remain in a position to furnish water sufficient for the reasonable demands of ANRA. DIBOLL's agreement to provide water to ANRA shall not be deemed a guarantee on DIBOLL's part that any particular quantity of water will be available, and the quantity of water taken shall at all times be subject to the right of DIBOLL to reduce said quantity of water as DIBOLL, in its sole judgment, may deem necessary in order to meet DIBOLL's commitments under its existing contracts, comply with any order of any court or administrative body having appropriate jurisdiction, or prevent injury.

DIBOLL has adopted a Water Conservation and Drought Contingency Plan. If ANRA fails to implement DIBOLL's and its own Drought Contingency Plan when trigger conditions occur, DIBOLL's City Manager or his designee is authorized to institute rationing pursuant to any applicable wholesale water contracts, including this Agreement, as well as to enforce any contractual, statutory, or common law remedies available to DIBOLL necessary to protect the public welfare. DIBOLL's Water made available to ANRA when ANRA is not in compliance with DIBOLL's Water Conservation and Drought Contingency Plan will be reduced to the amount of water that DIBOLL's City Manager or his designee estimates would be necessary to satisfy ANRA's demand if ANRA was operating in compliance with both DIBOLL's and ANRA's Drought Contingency Plans.

SECTION 10. OTHER CHARGES.

In the event that any sales or use taxes, or taxes, assessments, or charges of any similar nature are imposed, by a state or federal governmental entity with jurisdiction, on diverting, storing, delivering, gathering, impounding, taking, selling, using, or consuming the Water received by ANRA from The DIBOLL System, the amount of the tax, assessment, or charge shall be borne by

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ANRA, in addition to all other charges, and whenever DIBOLL shall be required to pay, collect, or remit any tax, assessment, or charge on water received by ANRA, then ANRA shall promptly pay or reimburse DIBOLL for the tax, assessment, or charge in the manner directed by DIBOLL.

SECTION 11. DEFAULT.

If Diboll or ANRA refuses or fails to materially comply with the terms of this Agreement, either ANRA or DIBOLL may declare this Agreement in default. In such event, and after the expiration of the Cure Period below, DIBOLL or ANRA may terminate this agreement and, to the extent permitted by law, suspend delivery or taking of Water from the DIBOLL System without further liability to either party other than amounts due and owing to Diboll or ANRA under the terms of this Agreement.

In the event that there is a default by DIBOLL or ANRA the party not in default will notify the party in default of such default in writing at the address for notice in Section 21 of this Agreement. If the default is not cured within sixty (60) days from the date such notice is received (the "Cure Period"), this Agreement will be deemed terminated. If the defaulting party cures the default within Cure Period following notice by, the defaulting party shall continue to be entitled to the benefits under this Agreement. The defaulting party shall be responsible for obtaining a release from the notice of default from the non-defaulting party.

SECTION 12. TERMINATION.

If either DIBOLL or ANRA decides to terminate this Agreement, as provided by this Agreement, except pursuant to Section 11 above, the terminating party shall deliver written notice of the decision to the other party. Such termination shall be effective one hundred eighty (180) days after delivery of written notice under this Section.

SECTION 13. WAIVER AND AMENDMENT.

Failure to enforce or the waiver of any provision of this Agreement or any breach or nonperformance by DIBOLL or ANRA shall not be deemed a waiver by ANRA or DIBOLL of the right in the future to demand strict compliance and performance of any provision of this Agreement. Regardless of any provision contained in this Agreement to the contrary, any right or remedy or any default under this Agreement shall be deemed to be conclusively waived unless asserted by a proper proceeding at law or in equity within four (4) years plus one (1) day after the occurrence of the default.

No modifications to or rescission of this Agreement may be made except by a written document signed by DIBOLL's and ANRA's authorized representatives.

SECTION 14. REMEDIES.

It is not intended hereby to specify (and this Agreement shall not be considered as

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specifying) an exclusive remedy for any default, but all such other remedies (other than termination) existing at law or in equity may be availed of by any party hereto and shall be cumulative. Recognizing, however, that failure in the performance of any party's obligations hereunder could not be adequately compensated in money damages alone, each party agrees in the event of any default on its part that each party shall have available to it the equitable remedy of mandamus and specific performance, in addition to any other legal or equitable remedies (other than termination) which also may be available to DIBOLL. Nothing in the agreement should be construed as a waiver or relinquishment of DIBOLL's or ANRA's statutory or governmental immunities.

SECTION 15. FORCE MAJEURE.

If, for any reason of force majeure, either DIBOLL or ANRA shall be rendered unable, wholly or in part, to carry out its obligation under this Agreement, other than the obligation of ANRA to make the payments required under the terms of this Agreement, then if the party shall give notice of the reasons in writing to the other party within a reasonable time after the occurrence of the event or cause relied on, the obligation of the party giving the notice, so far as it is affected by the "force majeure," shall be suspended during the continuance of the inability then claimed, but for no longer period. The term "force majeure," as used in this Agreement, shall mean acts of God, strikes, lockouts, or other industrial disturbances, acts of public enemy, orders or actions of any kind of government of the United States or of the State of Texas, or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraints of government and people, civil disturbances, explosions, breakage or accident to dams, machinery, pipelines, canals, or other structures, partial or entire failure of water supply, including pollution (accidental or intentional), and any inability on the part of DIBOLL to deliver water, or of ANRA to receive water, on account of any other cause not reasonably within the control of the party claiming the inability.

SECTION 16. NON-ASSIGNABILITY.

ANRA understands and agrees that any assignment of rights or delegation of duties under this Agreement is void without the prior written consent of DIBOLL.

SECTION 17. NO THIRD-PARTY BENEFICIARIES.

This Agreement shall inure only to the benefit of the parties hereto and third persons not privy hereto shall not, in any form or manner, be considered a third-party beneficiary of this Agreement. Each party hereto shall be solely responsible for the fulfillment of its customer contracts or commitments, and DIBOLL shall not be construed to be responsible for ANRA's contracts or commitments by virtue of this Agreement or any provision contained herein.

SECTION 18. RELATIONSHIP OF THE PARTIES.

This Agreement is by and between DIBOLL and ANRA and is not intended, and shall not be

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construed to create, the relationship of agent, servant, employee, partnership, joint venture, or association as between DIBOLL and ANRA nor between DIBOLL and any officer, employee, contractor, or representative of DIBOLL. No joint employment is intended or created by this Agreement for any purpose. ANRA agrees to so inform its employees, agents, contractors, and subcontractors who are involved in the implementation of or construction under this Agreement.

SECTION 19. INDEMNIFICATION

DIBOLL SHALL, TO THE EXTENT AUTHORIZED UNDER THE CONSTITUTION AND LAWS OF THE STATE OF TEXAS, INDEMNIFY AND HOLD ANRA HARMLESS FROM LIABILITY RESULTING FROM THE NEGLIGENT ACTS OR OMISSIONS OF DIBOLL, ITS AGENTS OR EMPLOYEES PERTAINING TO THE ACTIVITIES TO BE CARRIED OUT PURSUANT TO THE OBLIGATIONS OF THIS AGREEMENT; PROVIDED, HOWEVER, THAT DIBOLL SHALL NOT HOLD ANRA HARMLESS FROM CLAIMS ARISING OUT OF THE NEGLIGENCE OR WILLFUL MALFEASANCE OF ANRA, ITS OFFICERS, AGENTS, OR EMPLOYEES, OR ANY PERSON OR ENTITY NOT SUBJECT TO DIBOLL'S SUPERVISION OR CONTROL.

ANRA SHALL, TO THE EXTENT AUTHORIZED UNDER THE CONSTITUTION AND LAWS OF THE STATE OF TEXAS, INDEMNIFY AND HOLD DIBOLL HARMLESS FROM LIABILITY RESULTING FROM THE NEGLIGENT ACTS OR OMISSIONS OF ANRA, ITS AGENTS OR EMPLOYEES PERTAINING TO THE ACTIVITIES TO BE CARRIED OUT PURSUANT TO THE OBLIGATIONS OF THIS AGREEMENT; PROVIDED, HOWEVER, THAT ANRA SHALL NOT HOLD DIBOLL HARMLESS FROM CLAIMS ARISING OUT OF THE NEGLIGENCE OR WILLFUL MALFEASANCE OF DIBOLL, ITS OFFICERS, AGENTS, OR EMPLOYEES, OR ANY PERSON OR ENTITY NOT SUBJECT TO ANRA'S SUPERVISION OR CONTROL.

SECTION 20. SOLE AGREEMENT.

This Agreement constitutes the sole and only agreement of ANRA and DIBOLL and supersedes any prior understanding or oral or written agreements between DIBOLL and ANRA respecting the subject matter of this Agreement, including any oral or written agreement with DIBOLL that ANRA obtained by assignment.

SECTION 21. SEVERABILITY.

The provisions of this Agreement are severable, and if, for any reason, any one or more of the provisions contained in this Agreement shall be held to be invalid, illegal, or unenforceable in any respect, the invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement, and this Agreement shall remain in effect and be construed as if the invalid, illegal, or unenforceable provision had never been contained in the Agreement.

SECTION 22. NOTICES.

All notices, payments, and communications (collectively "notices") required or allowed by this Agreement shall be in writing and be given by hand-delivery, electronic mail or by depositing the notice in the United States mail, postage prepaid, registered or certified, with return receipt

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requested, and addressed to the party to be notified. Notice deposited in the mail in the previously described manner shall be conclusively deemed to be effective from and after the expiration of three (3) days after the notice is deposited in the mail. For purposes of notice, the addresses of and the designated representative for receipt of notice for each of the parties shall be shown above the signatures of the individuals who signed this Agreement on behalf of DIBOLL and ANRA. Either party may change its address by giving written notice of the change to the other party at least fifteen (15) days before the change becomes effective.

The appropriate party to receive notices are as follows:

ANRA:
Mr. Kelley Holcomb
General Manager
kholcomb@anra.org
Angelina & Neches River Authority
2901 N. John Redditt Dr.
Lufkin, TX 75904

Diboll:
Mr. Jason Arnold
City Manager
City of Diboll
jarnold@cityofdiboll.com
400 Kenley
Diboll, TX 75941

SECTION 23. PLACE OF PERFORMANCE.

All acts performable under the terms of this Agreement and all amounts due under this Agreement, including, but not limited to, payments due under this Agreement or damages for the breach of this Agreement, shall be paid and be due in Diboll, Texas, Angelina County, Texas, being the place of performance agreed to by the parties to this Agreement. In the event that any legal proceeding is brought to enforce this Agreement or any provision hereof, the same shall be brought in Angelina County, Texas.

SECTION 24. DUPLICATE ORIGINALS.

ANRA and DIBOLL, acting under the authority of their respective governing bodies, shall authorize the execution of this Agreement in several counterparts, each of which shall be an original. ANRA shall submit written evidence in the form of bylaws, charters, resolutions, or other written documentation specifying the authority of ANRA's representative to sign this Agreement, which evidence shall be attached to this Agreement as Exhibit 2.

EFFECTIVE as of the date signed by the authorized representative of DIBOLL.

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City of Diboll
400 Kenley
Diboll, TX 75941

BY:_____
TITLE: City Manager

DATE: _____

ATTEST: Seth Elmore

APPROVED AS TO FORM AND LEGALITY:

BY:_____
Attorney for Diboll

Angelina & Neches River Authority
2901 N. John Redditt Dr.
Lufkin, TX 75904
Attn: General Manager

BY:_____
TITLE: General Manager

DATE: _____

ATTEST:

APPROVED AS TO FORM AND LEGALITY:

BY:_____
Attorney for Angelina & Neches River Authority

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City of Diboll Volunteer Fire Department

2022 November Council Report

Nov 1st

- Pledge
- Incident Reports
- Discussion on calls
- Training on new stabilizing jack
- Clean up at station

Firemen present (11)

Nov 8th

- Pledge
- Incident reports
- Discussion on handing out Thanksgiving turkeys to families

Fireman present (11)

Nov 15th

- Pledge
- Incident Reports
- Discussion on Christmas party
- Powered up all fire trucks
- Cleaned out fire stations

Fireman present (11)

Nov 22nd

- Pledge
- Incident reports
- Fire page 10/50 59 south

Fireman Present (12)

Nov 29th

- Pledge
- Incident reports
- Clean station

Fireman Present (15)

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City of Diboll Volunteer Fire Department

November Emergency Incidents (11)

Nov 2nd 22:18

- **Call # 2200000027**
  1261 Old Diboll Hwy
  Car fire
  Out of City
  Trucks 54
  Diboll Fire personnel responded (7)
  7805,7810,7819,7820,7822,7835,7836

Nov 3rd 7:30

- **Call # 22009121**
  700 Lumberjack Apt 513
  Fire alarm
  In City
  Diboll Fire personnel responded (1)
  7835

Nov 5th 16:50

- **Call #**
  Fm 1987
  Mutual aid Corrigan
  Out of City
  Diboll Fire personnel responded (7)
  7814, 7815,7819,7820,7822,7827,7835

Nov 7th 17:07

- **Call # 202200000029**
  7131 US Hwy 59
  Vehicle rollover
  Out of City
  Trucks 53
  Diboll Fire personnel responded (10)
  7810, 7813,7814,7815,7819,7820,7825,7832,7836,7837

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City of Diboll Volunteer Fire Department

Nov 8th 3:30

- **Call # 202200000030**
  Hwy 59 south
  Truck fire
  Out of City
  Trucks 55
  Diboll Fire personnel responded (3)
  7825,7835,7836

Nov 8th 14:39

- **Call # 22000000031**
  722 Denis St
  Fire in yard
  In City
  Trucks 55
  Diboll Fire personnel responded (7)
  7805, 7814,7815,7820,7825,7835,7836

Nov 11th 22:45

- **Call # 22000000033**
  LBJ Diboll
  Transformer arcing
  In City
  Diboll Fire personnel responded (1)
  7820

Nov 20th 10:28

- **Call # 202200000035**
  910 North Temple Dr
  Electrical fire
  In City
  Trucks 54,55
  Diboll Fire personnel responded (5)
  7814,7815,7819,7822,7835

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City of Diboll Volunteer Fire Department

Nov 20th 11:57

- **Call # 202200000036**
  215 Hammner
  House fire
  In City
  Trucks 54,55
  Diboll Fire personnel responded (9)
  7810,7814,7815,7820,7821,7822,7825,7835,7836

Nov 22nd 18:02

- **Call # 2200000037**
  59 south at manyard
  10/50
  In City
  Trucks 54,55
  Diboll Fire personnel responded (13)
  7801, 7805,7813,7814,7815,7820,7821,7822,7825,7832,7835,7836,7841

Nov 24th 11:57

- **Call # 2200000038**
  265 Felix Weeks Rd
  Shed fire
  Out of City
  Trucks 54,55
  Diboll Fire personnel responded (11)
  7801, 7805,7810,7814,7815,7820,7822,7825,7832,7835,7836

Nov 24th 23:15

- **Call # 202200000039**
  58 8 miles from Lowes
  Vehicle rollover
  Out of City
  Trucks 58
  Diboll Fire personnel responded (4)
  7814,7821,7825,7832

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Diboll Police Department

MONTHLY DEPT. STATS

NOVEMBER 2022

CALLS FOR SERVICE	217
INCIDENT REPORTS	60
CRASH REPORTS	11
EXTRA PATROLS/ PATROL REQUESTS	11
TRAFFIC STOPS	256
TOTAL ARRESTS	21
• MISD. ARREST	6
• FELONY ARREST	15

400 Kenley · P.O. Box 340 · Diboll, Texas 75941 · (936) 829-5586 · Fax (936) 829-5436 · nwilliams@cityofdiboll.com

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Public Works Director Project Status Report – December 2022

City of Diboll PSI Project

UCRM-1 City Hall/Safety Center: Punch list item work ongoing for roofing, siding, painting, fencing. Punch list items for building siding, painting completed. Contractors have repaired a pitch pocket on the safety center roof that continues to leak. They have also re-routed a vent pipe that was found to be rusted out. Watershed testing will be performed on 12/8/2022 to determine if the leak is fixed. The extra gate remote controllers were received and programmed. Council chamber doors are scheduled to be installed on 12/8/2022. The doors on the southside of the building will be replaced. The doors on the north entrance will be reconditioned.

Estimated completion date of 12/10/2022

Status: 95% Complete

UCRM-2 SCADA Upgrades: SCADA procurement underway. Some items facing very long lead times. Scada procurement and remote programing started. The control panels are six months lead time of production. This will put the Scada installation of hardware around 6/10/2023

Estimated completion date of 8/1/23

Status: 25% Complete

UCRM-3 Lighting Upgrades: Punch list walk through 11/09. Punch list walk through rescheduled for 12/14/2022.

Estimated completion date of 12/14/2022

Status: 95% Complete

Urcm-4 HVAC/BAS Upgrades: City Hall and safety center HVAC complete. Civic Center HVAC will start in December. Contractors have prepped building for unit installation. Full install to start 1/25/2023. City staff needs to clean out maintenance and mechanical rooms the week prior to installation.

Estimated completion date of 2/8/2022

Status: 65% Complete

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UCRM-5 Water Meter AMI: Neptune AMI Meter System

Timeline has been moved back to March of 2023 due to delay in meter production. Meter boxes and lids have been received at the warehouse.

Estimated completion date of 9/1/2023

Status: 5% Complete

WWTP/TWBD Project

We are still working on the environmental clearance with TWDB. KSA is working on map exhibits and some other documents for the environmental and should have that to them this week along with the engineering report. The engineering report will be submitted to TWDB by 12-8/2022. This will contain certain information/exhibits that are required for the environmental review to move forward at TWDB. We plan is to begin the preliminary design phase (construction plans and specifications) in January. This will run concurrent with TWDB review of the engineering report and environmental in an effort to speed up the schedule.

Estimated completion date of 6/1/2024

Status: 25% Complete

ARPA Project

Plans on the Lumberjack Drive are ready for review. Meeting with KSA 11-10-2022 to complete the preliminary design phase. We found the last easement/ROW document and have confirmed a complete ROW from the existing Lumberjack Drive to the TxDOT bypass. With this final ROW we are making one alignment change to avoid a road crossing within the TxDOT ROW and should be complete by 12/16/2023. Once we have the final plans, we can submit to TxDOT for permit approval. We have received the required ARPA contract provisions from Grant Works and are incorporating it into our contract documents. Our estimate for completion of all plans, contract, specifications, and permitting is 1/1/2023.

Estimated completion date of 8/1/2023

Status: 30% Complete

Sanatory Sewer Over Flow Program Project

Scheduled demos for manhole rehab with Fuquay and Southern Trenchless. We Attended project demonstration for manhole and pipe rehabilitation on 12/1/2023 with Fuquay Inc. We were very impressed with the professionalism and quality of work they demonstrated. We will be starting our manhole lining for phase one of our five-year project beginning in January.

Estimated completion date of 6/1/2027

Status: 5% Complete

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Department Projects

Fire Hydrant replacement High School: valve location underway and materials in stock. Valves have been located. We ordered a tool to remove the internal parts for replacement without having to replace the entire fire hydrant. Scheduled to begin repair on 12-19-2022. The school still has fire protection with multiple hydrants located on the property.

Estimated completion date of 12/19/2022

Status: 15% Complete

Water main replacement on Arrington: Repairs under way on boring mole. We trenched the Rodway and laid a new service line. Repairs were completed 12/7/2022. We plan to let the area dry out for a week before we lay asphalt.

Estimated completion date of 12/14/2022

Status: 80% Complete

Replacement of inner fence at ground storage: Planned start 11/21/2022. We have removed the rubbish and brush from the inner fence to gain access for repairs. We plan to start removal of old fence 1/2/2023

Estimated completion date of 2/1/2023

Status: 10% Complete

Roof repairs at Service center: Ordering materials 10%

Estimated completion date of 3-1-2023

Status: 5% Complete

Locate all valves on 8 in water line Arrington and Westchester: Located one valve with pothole machine. This will be slow moving and time-consuming project. The valves we are trying to locate are covered with years of sediment and in most of the back yards of property owners.

Estimated completion date of 4/15/2023

Status: 20% Complete

1818 Housing Complex 6 Inch Meter Replacement

We are planning to install a temporary 6 inch meter at the housing complex on 1818. The existing meter is not reading at this point failing capture water consumption. We will manually read the temporary meter until we receive our cellular system in March of next year.

Estimated completion date of 2/1/2023

Status: 5% Complete

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City of Diboll Welcome Banner Frame

We have currently procured the materials for building the new frame for the signs.

Estimated completion date of 1/4/2023

Status: 5% Complete

Developing Street Grading System for Future Street Projects.

Currently registering for online training in January.

Estimated completion date of 2/15/2023

Status: 5% Complete

#18 Golf Course Bridge:

The water line has started leaking in another spot. Repairs were

delayed. Waiting on parts to replace a 1/12 sprinkler valve on the front nine pump house.

Repairs to bridge scheduled. Planning to install sprinkler valve 12/13/2023

Estimated completion date of 1/4/2023

Status: 50% Complete

Red Bud Street Tree Removal

Two trees with pine beetles have been removed and stumps ground.

Estimated completion date of 1/5/2023

Status: 100% Complete

Old Orchard Pond Stocking Project

Stocked pond with 500 catfish on October 11th. Released 500 rainbow trout on December 5th.

Estimated completion date of 12/5/2022

Status: 100% Complete

Hike and Bike Trail Repairs

Replaced broken concrete at intersection of Pine and South First street. Replaced broken section of trail on MLK street.

Estimated completion date of 11/15/2023

Status: 100% Complete

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514 Westchester Driveway Repair

Replace damage concrete driveway caused by water leak from eight-inch main break. Repairs scheduled for 12/12/2022

Estimated completion date of 12/14/2022

Status: 20% Complete

1818 Housing Complex 6 Inch Meter Replacement

We are planning to install a temporary 6 inch meter at the housing complex on 1818. The existing meter is not reading at this point failing capture water consumption. We will manually read the temporary meter until we receive our cellular system in March of next year.

Estimated completion date of 1/30/2023

Status: 10% Complete

Ditch excavation and culvert replacement:

Lawrence Street- Removal of 7 culverts and re-set to grade. Excavate 1310 feet of ditch line.

Locates have been called in and marked. Work to begin on 12/12/2023

Estimated completion date of 1/30/2023

Status: 10% Complete

Carter Street- After more inspection I feel the culverts will not be needed, we will level with foundation dirt and place 4-inch rip-rap to prevent further erosion.

Estimated completion date of 11/8/2022

Status: 100% Complete

Cozy Circle - Removal of 6 culverts and re-set to grade. Excavate 410 feet of ditch line.

OC Scott and Lynn- Benita Duffield asked me to look into the drainage issue at this location. It appears that Lynn St. catches all of the drainage from Ash St. and the housing authority. I suggest that we cut a ditch behind the houses on Lynn St. and try to divert the drainage toward Maynard.

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Code Compliance

Monthly Report

November 2022

Mail and Bank Deposit – Daily

New House Construction – 1100 Lawrence Street

911 Addressing – Holubec Street property owner called about 911 Address for 2 of his lots and got them confirmed with Angelina County. Lawrence Street new built needing 911 Address it will be 1100 Lawrence Street.

Certificate of Occupancy – Lady called about a certificate of occupancy I let her know she is not inside city limits. 305 N Hendrick lady called about opening up a restaurant I let her know is will need to update the building and will also need to install a grease trap along with 3 compartment sinks.

Inspections – 306 and 304 Pine Building Final, Electrical Final, Plumbing Final HVAC Final. 402 Church Building Final, Electrical Final, Plumbing Final, HVAC Final. 1100 Lawrence Plumbing Rough. 102 Magnolia Plumbing Rough, Foundation, T-pole. 103 Magnolia Electrical Service. 1107 Red Oak Gas Test

Sign Permit – 1605 N Temple Dr

Electric Permit – 1605 N Temple Dr, 246 Deer Trace

Certified Letter Unsafe Structure – 707 Persimmon, 406 Devereaux, Lynn and Robert Nash, 304 Box Factory, 500 Burke

Certified Letter Unsafe Structure Calls – 406 Devereaux called about the house and will start looking for someone to demo.

Unclaimed Certified Letters for Weed and Grass – 103 Ballenger, 806 A.S. Davis

Certified Letters for Weed and Grass Calls –

Code Compliance – Lynn Street lady called about church on corner of Lynn and Robert Nash that it is falling apart and needs to be tore down. I let her know that I have it on my list of projects. South First Street called about live electrical wire gave her number for Oncor.

Dangerous Houses – inspected these houses to determine if houses are unsafe. Lynn and Robert Nash is the worst, it's a church and needs attention ASPA. 304 Box Factory is in bad shape front porch has fallen, roof has few leaks and back entry had rotted along with some flooring. 306 South First Street have come in since I've seen them out at location and paid for Demolition and had started. 707 Persimmon, 406 Devereaux Street is in bad shape do to roof caving in and floors.

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Dog Bite – Stray dog bit 5-year-old girl on hand trying to feed dog. I found a dog and took to shelter. Girl was taken to doctor for treatment after showing parent picture of dog she was not sure if that was the one. I did not see another dog in area.

Dog Complaints – Dogs out on Robert Williams I went out I did not see any dogs. Box Factory 6 dogs out running around I caught all of them. Dennis Street 2 cats. Booker Street cats are breeding everywhere. Dog Complaint Jackson St found owner. Pinecrest about Pitbull in her back yard. Found owner gave warning. Cypress Street lady stopped me about 3 dogs out messing up her trash and pooping in yard. Found owner and gave 3 citations for dogs at large. She had been warned 5 times already. Lawrence Street complaint dogs out going through trash I found some owners. Dale Street dog out running around I drove out and did not see it.

Cat Complaints – Dennis 2 cats, Golf Course 2 cats

Stray Dog pick up – 1 dog Saxton Street, 6 Dogs on Box Factory, 1 Dog Office Street,1 Dog Ryan Chapel, 1 Dog Holubec, 1 Dog N Temple, 1 Dog N Hendrick, 3 Dogs Robert Williams,

Stray Cat pick up – 9 Cats booker Street, 2 Cat Dennis, 1 Cat dropped off by Melissa McCall.

Miscellaneous – Got meter information for Ronnie Frankens for New Construction build at 1000 Lawrence he needs to pay for water meter. Cypress resident called me about sinkhole around a manhole next to his house and concerned about kids falling into it. I took pictures and sent to josh on 11/21/22.

Project Demolition of Unsafe Houses

306 South First Street owner came in for a Demolition Permit and has started

406 Devereaux owner called they will start looking for someone to demolition the house I gave her 30 Days to see some progress and to keep in touch with me.

304 Box Factory Certified letter unclaimed returned to me.

Lynn Street and Robert Nash Street Certified letter is still out for delivery.

707 Persimmon Street Returned receipt received November 18, 2022. Owner has not called.

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Samantha Durham
Director of Finance

CITY OF DIBOLL

400 Kenley
PO Box 340
Diboll TX, 75941
(936)829-4757
Fax: (936)829-1179
Email:
sdurham@cityofdiboll.com

Interoffice Memorandum

DATE: **November 13, 2022**

TO: **Mayor and Council Members**

THRU: **Jason Arnold**
City Manager

SUBJ: **Finance Department Reports**

FINANCE

Including November 2022 Financials for your review.

MUNICIPAL COURT

Linebarger to provide review as Agenda Item

PROJECT STATUS REPORT

Incode 10 Software Conversion

The City of Diboll relies heavily on its IT Infrastructure in order to provide services to our community and maintain financial transparency. Our current system includes software packages form FAST, IWORQ, Paychex, Smartsheet, Blackboard, and USTI. Each system manages a separate component including Core Financials, Accounts Payable, Purchasing, Payroll, Time & Attendance, Employee Management, Utility Billing, Municipal Court, Permitting, Budgeting, Cemetery Management, Credit Card Processing, and Customer Engagement. The City of Diboll is in the process of converting all of these system components into an all-in-one ERP system, Incode 10 by Tyler Technologies.

Core Financials Component
Estimated Completion Date: January 2023
Status: 70% Complete

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Accounts Payable Component
Estimated Completion Date: January 2023
Status: 70% Complete

Purchasing Component
Estimated Completion Date: January 2023
Status: 70% Complete

Credit Card Processing Component
Estimated Completion Date: January 2023
Status: 10% Complete

Budget / Project Accounting Component
Estimated Completion Date: February 2023
Status: 5% Complete

Employee / Payroll Component
Estimated Completion Date: February 2023
Status: 5% Complete

Utility Billing Component
Estimated Completion Date: March 2023
Status: 5% Complete

Municipal Court Component
Estimated Completion Date: April 2023
Status: 0% Complete

Permitting Component
Estimated Completion Date: April 2023
Status: 0% Complete

Cemetery Management Component
Estimated Completion Date: April 2023
Status: 0% Complete

Customer Engagement Component
Estimated Completion Date: April 2023
Status: 0% Complete

Fond regards,



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CERTIFIED EXECUTIVE CLOSED SESSION AGENDA

On this the 8th day of Februaryy, 2022, the governing body of the City of Diboll convened in Executive Closed Session of the City Council held at the Diboll City Hall at 400 Kenley, Diboll Texas with the following present to wit:

☐ Trey Wilkerson, Mayor	☐ _____
☐ Daniel Lopez, Mayor Pro-Tem	☐ _____
☐ Benita Sheffield Duffield, Council Member	☐ _____
☐ Luis Maldonado, Council Member	☐ _____
☐ Brian Moreno, Council Member	☐ _____
☐ Ray Williams, Jr., Council Member	☐ _____
☐ J. Ruben Terrazas, Council Member	☐ _____

The following is an agenda of an Executive Session of the City of Diboll, Texas, held pursuant to the Texas Open Meetings Act, Government Code Section:

__551.071 – Litigation/Consultation with Attorney
__551.072 – Real Property
__551.073 – Prospective Gift
X 551.074 – Personnel Matters
__551.076 Security Personnel or Devices
__551.086 Test item (SB 59S)
__551.087 Economic Development Negotiations (SB 1851)

Agenda Item #1:

Action Taken: ☐ Yes ☐ No

_____

_____

_____

Agenda Item #2 Action Taken: ☐ Yes ☐ No

_____

_____

_____

Agenda Item #3 Action Taken: ☐ Yes ☐ No

_____

_____

_____

I, Mayor Trey Wilkerson, certify the above agenda is a true and accurate record of the proceedings.

_____ _____

Trey Wilkerson, Mayor Witness



Convened into Executive Session at: _____

Exited back to Regular Session at: _____

*Note: this certified agenda must be kept a minimum of two years after the date of the Executive Session and is confidential. A person who knowingly and without lawful authority makes this record public commits a Class B misdemeanor and may be held liable for actual damages, court costs, reasonable attorney fees, and exemplary damages. Texas Government Code § 551.145.

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MINUTES OF THE GOVERNING BODY OF THE CITY OF DIBOLL, TEXAS REGULAR SESSION MEETING ON TUESDAY, DECEMBER 13, 2022, AT 5:15 P.M., IN THE DIBOLL CITY HALL CHAMBERS.

COUNCIL PRESENT

Mayor Trey Wilkerson, Mayor Pro Tem Daniel Lopez, Councilmembers Benita Sheffield Duffield, Brian Moreno, Luis Maldonado, Ray Williams, Jr. and Ruben Terrazas.

COUNCIL ABSENT

None

STAFF PRESENT

City Manager Jason A. Arnold, City Secretary Rosa Olvera, Chief of Police Michael Skillern, Code Compliance Official Tino Lopez and Fire Chief Aaron Smith.

Call to Order: Mayor Trey Wilkerson called the meeting to order at 5:15p.m.

Mayor Wilkerson gave the invocation, then led the Pledge of Allegiance which was recited by those in attendance.

CITIZENS PRESENTATION: (Limited to 3 minutes)
This item provides the opportunity to address the City Council on any matter whether or not it is posted on the agenda. However, in accordance with the Texas Open Meetings Act, Section 551.041, the Council cannot discuss, deliberate, or take any action on matters not listed on the agenda. At this time, the Council will receive citizen comments, and if necessary, may refer the matter to City staff for research, resolution, or referral to Council on a future agenda.

Public Participation: NONE

Item #1: CONSENT AGENDA: All matters listed under Consent Agenda are considered to be routine by the City Council and will be enacted by one motion. There will not be separate discussion. If discussion is desired, that item will be removed from the consent agenda and will be considered separately. Consider approval of the following reports:

a. Minutes from November 15, 2022, Regular Session Meeting
b. Financial Statement for November 2022
c. 12-Month Attendance Record for November 2022

Luis Maldonado made a motion to approve and Daniel Lopez second.
All in Favor, none opposed, motion carries.

Item #2: Consideration and possible action to approve nominations for Home Rule Charter Review Commission.

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NAME:	*NOMINATED BY:*
Leslea Horton Williams	Trey Wilkerson
Noelia Grimaldo	Luis Maldonado
Daniel Zarzoza	Ruben Terrazas
John McClain	Daniel Lopez
Eric Hernandez	Ray Williams
Danieyele Simmons	Benita Sheffield Duffield
Ben Merritt	Brian Moreno

Brian Moreno made a motion to approve and Luis Maldonado second.
All in favor, motion carries.

Item #3: Linebarger Goggan Blair & Sampson, LLP (Linebarger Law Firm) presents City of Diboll delinquent fees & fines and tax collection report.

James Guest with Linebarger Law Firm gave an informational presentation regarding the reports.

Item #4: Consideration and possible action to approve wholesale water supply contract with Angelina & Neches River Authority (ANRA).

Brian Moreno made a motion to approve and Daniel Lopez second.
All in favor, motion carries.

Item #5: DEPARTMENT HEAD REPORTS

a. Fire Department Report
b. Police Department Report
c. Public Works Report
d. Code Compliance Report
e. Finance & Court Report
f. City Manager Report

Item #6: The Diboll City Council will convene into a closed Executive Session, in accordance with Open Meetings Act, Chapter 551, Texas Government Code 551.074, for the purpose of discussing annual evaluation of City Manager, Jason Arnold.

Council will reconvene into open session following closed door session and possibly take action on matters discussed in Executive Session.

Start: 5:51p.m.
Council reconvened at 6:42p.m. into open session following closed door session.

Item #7: Consideration and possible action on matters discussed in Executive Session.

None

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Adjournment

Mayor Wilkerson called to adjourn at 6:42p.m.

Minutes of the December 13, 2022 Regular Session Meeting approved by council on this the 10th day of January, 2023.

Trey Wilkerson, Mayor

ATTEST BY:

Rosa M. Olvera, City Secretary

STATE OF TEXAS §
ANGELINA COUNTY §
CITY OF DIBOLL §