

**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 12, 2023 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 14, 2023, Regular Session Meeting
- b. Financial Statement for November 2023
- c. 12-Month Attendance Record for November 2023

Item #2: Linebarger Goggan Blair & Sampson, LLP (Linebarger Law Firm) presents City of Diboll delinquent fees & fines and tax collection report.

Item #3: Consideration and possible action to approve Resolution 2023-12-001 approving the Municipal Maintenance Agreement with Texas Department of Transportation (TxDOT).

Item #4: Consideration and possible action to approve Ordinance 2023-12-001 for the first amendment to the 2023-2024 Operating Budget.

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

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 8, 2023, as well as at the City's website.

Rosa M. Olvera

Rosa M. Olvera - City Secretary
Posted: 12/08/2023



**MINUTES OF THE GOVERNING BODY OF THE CITY OF DIBOLL, TEXAS
REGULAR SESSION MEETING ON TUESDAY, NOVEMBER 14, 2023, AT 5:15
P.M., IN THE DIBOLL CITY HALL CHAMBERS.**

COUNCIL PRESENT

Mayor Trey Wilkerson, Mayor Pro Tem Daniel Lopez, Councilmembers Jana Coulter, Luis Maldonado, Nora Munoz, Ruben Terrazas and Ray Williams, Jr.

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 and Fire Chief Aaron Smith.

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

Mayor Trey 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 10, 2023, Regular Session Meeting
- b. Financial Statement for October 2023
- c. 12-Month Attendance Record for October 2023
- d. Investment Report for Quarter ending September 2023

Daniel Lopez made a motion to approve and Nora Munoz second.
All in Favor, none opposed, motion carries.

Item #2: Consideration and possible action to approve bid results for the Sanitary Sewer Improvements and Street Reconstruction project and award the bid to Duplichain Contractors of Alto, Texas.

Ray Williams, Jr. made a motion to approve and Luis Maldonado second.
All in Favor, none opposed, motion carries.

Item #3: Consideration and possible action to approve Municipal Maintenance Agreement with Texas Department of Transportation (TxDOT).

Nora Munoz made a motion to approve and Jana Coulter second.
All in Favor, none opposed, motion carries.

Item #4: Presentation by Raymond K. Vann & Associates related to TxCDBG Contract No. CDV21-0352.

Raymond K. Vann gave a brief presentation related to Section 3 requirements of TxCDBG Contract No. CDV21-0352 as required by TDA.

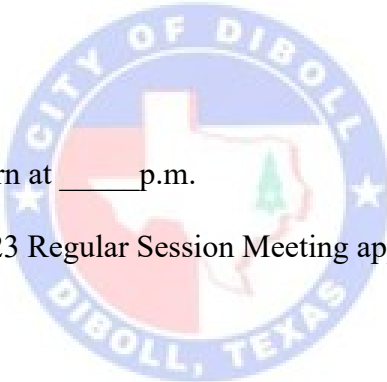
Item #5: DEPARTMENT HEAD REPORTS

- a. Fire Department Report
- b. Police Department Report
- c. Public Works Report
- d. Code Compliance Report
- e. Finance & Court Report
- f. City Manager Report

Adjournment

Mayor Wilkerson called to adjourn at _____ p.m.

Minutes of the November 14, 2023 Regular Session Meeting approved by council on this the 12th day of December, 2023.



Trey Wilkerson, Mayor

ATTEST BY:

Rosa M. Olvera, City Secretary

STATE OF TEXAS §
ANGELINA COUNTY §
CITY OF DIBOLL §



City of Diboll

Financial Report Group Summary

For Fiscal: 2023-2024 Period Ending: 11/30/2023

Category	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	YTD Activity + Encumbrances	Budget Remaining
Fund: 01 - General Fund						
Revenue						
3100 - Charges for Service	2,500.00	2,500.00	500.00	500.00	500.00	2,000.00
3200 - Fines and Fees	435,800.00	435,800.00	15,111.37	32,553.53	32,553.53	403,246.47
3210 - Licenses & Permits	18,100.00	18,100.00	2,175.10	2,825.10	2,825.10	15,274.90
3500 - Franchise Tax	375,000.00	375,000.00	16,611.18	28,123.23	28,123.23	346,876.77
3550 - Property Tax	1,421,018.00	1,421,018.00	52,899.71	97,152.99	97,152.99	1,323,865.01
3700 - Sales Tax	648,000.00	648,000.00	94,383.26	179,853.29	179,853.29	468,146.71
3800 - Interest	12,000.00	12,000.00	642.57	3,293.25	3,293.25	8,706.75
3805 - Miscellaneous	2,833.00	2,833.00	31,801.35	32,186.45	32,186.45	-29,353.45
3960 - Donations	10,700.00	10,700.00	0.00	100.00	100.00	10,600.00
Revenue Total:	2,925,951.00	2,925,951.00	214,124.54	376,587.84	376,587.84	2,549,363.16
Expense						
4000 - Insurance	65,014.00	65,014.00	0.00	63,272.31	63,272.31	1,741.69
4030 - Fines & Fees	400.00	400.00	0.00	0.00	0.00	400.00
4040 - Administrative	199,717.00	199,717.00	54,847.52	98,516.89	103,404.53	96,312.47
4080 - Capital Purchase	2.00	2.00	14,562.00	22,377.00	23,926.00	-23,924.00
4100 - Contractual & Professional Services	209,910.00	209,910.00	53,394.22	85,393.82	86,393.82	123,516.18
4110 - Intergov't Contracts	171,000.00	171,000.00	0.00	3,500.00	3,500.00	167,500.00
4210 - Project Expense	70,139.00	60,451.32	7,400.00	10,899.00	11,454.24	48,997.08
4300 - Utility	114,480.00	114,480.00	9,162.64	17,038.77	17,038.77	97,441.23
4400 - Repairs & Maintenance	203,926.00	213,613.68	6,215.57	27,457.73	30,213.42	183,400.26
4460 - Materials & Supplies	194,103.00	194,103.00	10,248.93	21,730.57	22,309.07	171,793.93
4500 - Miscellaneous	5,500.00	5,500.00	991.50	1,501.50	1,458.77	4,041.23
4800 - Payroll Expense	2,267,325.00	2,267,325.00	184,978.50	421,554.58	421,554.58	1,845,770.42
4860 - Personnel	39,860.00	39,860.00	2,180.28	14,056.16	15,797.84	24,062.16
9999 - Transfers	-615,425.00	-615,425.00	0.00	0.00	0.00	-615,425.00
Expense Total:	2,925,951.00	2,925,951.00	343,981.16	787,298.33	800,323.35	2,125,627.65
Fund: 01 - General Fund Surplus (Deficit):	0.00	0.00	-129,856.62	-410,710.49	-423,735.51	423,735.51

Financial Report

For Fiscal: 2023-2024 Period Ending: 11/30/2023

Category	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	YTD Activity + Encumbrances	Budget Remaining
Fund: 02 - Utility Fund						
Revenue						
3100 - Charges for Service	3,717,397.00	3,717,397.00	267,471.97	494,765.04	494,765.04	3,222,631.96
3130 - Penalties & Interest	25,000.00	25,000.00	87,235.60	166,957.07	166,957.07	-141,957.07
3800 - Interest	8,000.00	8,000.00	0.00	1,880.66	1,880.66	6,119.34
3805 - Miscellaneous	0.00	0.00	864.00	2,888.00	2,888.00	-2,888.00
3940 - Contributions & Grants	0.00	0.00	230,450.00	251,500.00	251,500.00	-251,500.00
Revenue Total:	3,750,397.00	3,750,397.00	586,021.57	917,990.77	917,990.77	2,832,406.23
Expense						
4000 - Insurance	30,242.00	30,242.00	0.00	32,297.27	32,297.27	-2,055.27
4010 - Grant Expense	0.00	0.00	0.00	21,050.00	21,050.00	-21,050.00
4030 - Fines & Fees	2,340.00	2,340.00	0.00	-88.28	-88.28	2,428.28
4040 - Administrative	55,429.00	55,429.00	2,716.63	3,195.35	3,195.35	52,233.65
4100 - Contractual & Professional Services	907,851.00	907,851.00	60,171.49	136,633.78	180,970.01	726,880.99
4110 - Intergov't Contracts	15,000.00	15,000.00	3,603.45	3,781.96	3,781.96	11,218.04
4300 - Utility	147,420.00	147,420.00	13,264.20	25,778.15	25,778.15	121,641.85
4400 - Repairs & Maintenance	273,025.00	273,025.00	24,100.33	38,248.05	62,886.47	210,138.53
4460 - Materials & Supplies	239,650.00	239,650.00	6,770.29	23,383.87	25,615.46	214,034.54
4800 - Payroll Expense	569,710.00	569,710.00	49,018.80	113,241.56	113,241.56	456,468.44
4860 - Personnel	9,460.00	9,460.00	112.66	473.66	473.66	8,986.34
9999 - Transfers	1,500,270.00	1,500,270.00	0.00	0.00	0.00	1,500,270.00
Expense Total:	3,750,397.00	3,750,397.00	159,757.85	397,995.37	469,201.61	3,281,195.39
Fund: 02 - Utility Fund Surplus (Deficit):	0.00	0.00	426,263.72	519,995.40	448,789.16	-448,789.16

Financial Report

For Fiscal: 2023-2024 Period Ending: 11/30/2023

Category	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	YTD Activity + Encumbrances	Budget Remaining
Fund: 03 - Recreation Fund						
Revenue						
3900 - Rentals & Leases	60,100.00	60,100.00	7,923.92	18,717.84	18,717.84	41,382.16
Revenue Total:	60,100.00	60,100.00	7,923.92	18,717.84	18,717.84	41,382.16
Expense						
4000 - Insurance	600.00	600.00	0.00	630.10	630.10	-30.10
4040 - Administrative	1,414.00	1,414.00	0.00	1,119.95	1,119.95	294.05
4100 - Contractual & Professional Services	1,450.00	1,450.00	60.00	200.00	200.00	1,250.00
4300 - Utility	56,336.00	56,336.00	5,244.37	11,660.40	11,660.40	44,675.60
4400 - Repairs & Maintenance	20,800.00	20,800.00	4,409.00	6,698.51	11,070.70	9,729.30
4800 - Payroll Expense	40,647.00	40,647.00	0.00	0.00	0.00	40,647.00
9999 - Transfers	-61,147.00	-61,147.00	0.00	0.00	0.00	-61,147.00
Expense Total:	60,100.00	60,100.00	9,713.37	20,308.96	24,681.15	35,418.85
Fund: 03 - Recreation Fund Surplus (Deficit):	0.00	0.00	-1,789.45	-1,591.12	-5,963.31	5,963.31

Financial Report

For Fiscal: 2023-2024 Period Ending: 11/30/2023

Category	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	YTD Activity + Encumbrances	Budget Remaining
Fund: 05 - Special Revenue Fund						
Revenue						
3805 - Miscellaneous	169,613.00	169,613.00	0.00	0.00	0.00	169,613.00
3940 - Contributions & Grants	1,200.00	1,200.00	0.00	0.00	0.00	1,200.00
Revenue Total:	170,813.00	170,813.00	0.00	0.00	0.00	170,813.00
Expense						
4010 - Grant Expense	108,224.00	108,224.00	4,066.34	6,566.34	6,566.34	101,657.66
4210 - Project Expense	3,603.00	3,603.00	0.00	0.00	0.00	3,603.00
Expense Total:	111,827.00	111,827.00	4,066.34	6,566.34	6,566.34	105,260.66
Fund: 05 - Special Revenue Fund Surplus (Deficit):	58,986.00	58,986.00	-4,066.34	-6,566.34	-6,566.34	65,552.34

Financial Report

For Fiscal: 2023-2024 Period Ending: 11/30/2023

Category	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	YTD Activity + Encumbrances	Budget Remaining
Fund: 06 - Hotel/Motel Tax Fund						
Revenue						
3400 - Hotel Motel Tax	14,000.00	14,000.00	3,861.12	3,861.12	3,861.12	10,138.88
3805 - Miscellaneous	31,000.00	31,000.00	0.00	0.00	0.00	31,000.00
Revenue Total:	45,000.00	45,000.00	3,861.12	3,861.12	3,861.12	41,138.88
Expense						
9999 - Transfers	35,250.00	35,250.00	0.00	0.00	0.00	35,250.00
Expense Total:	35,250.00	35,250.00	0.00	0.00	0.00	35,250.00
Fund: 06 - Hotel/Motel Tax Fund Surplus (Deficit):	9,750.00	9,750.00	3,861.12	3,861.12	3,861.12	5,888.88

Financial Report

For Fiscal: 2023-2024 Period Ending: 11/30/2023

Category	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	YTD Activity + Encumbrances	Budget Remaining
Fund: 07 - Seized Fund						
Revenue						
3800 - Interest	0.00	0.00	1.25	2.54	2.54	-2.54
3805 - Miscellaneous	7,604.00	7,604.00	0.00	0.00	0.00	7,604.00
Revenue Total:	7,604.00	7,604.00	1.25	2.54	2.54	7,601.46
Expense						
9999 - Transfers	1,500.00	1,500.00	0.00	0.00	0.00	1,500.00
Expense Total:	1,500.00	1,500.00	0.00	0.00	0.00	1,500.00
Fund: 07 - Seized Fund Surplus (Deficit):	6,104.00	6,104.00	1.25	2.54	2.54	6,101.46

Financial Report

For Fiscal: 2023-2024 Period Ending: 11/30/2023

Category	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	YTD Activity + Encumbrances	Budget Remaining
Fund: 08 - Diboll Day Fund						
Expense						
4040 - Administrative	1,500.00	1,500.00	0.00	0.00	0.00	1,500.00
4100 - Contractual & Professional Services	6,000.00	6,000.00	0.00	0.00	0.00	6,000.00
4460 - Materials & Supplies	6,250.00	6,250.00	0.00	0.00	0.00	6,250.00
4800 - Payroll Expense	2,000.00	2,000.00	0.00	0.00	0.00	2,000.00
9999 - Transfers	-15,750.00	-15,750.00	0.00	0.00	0.00	-15,750.00
Expense Total:	0.00	0.00	0.00	0.00	0.00	0.00
Fund: 08 - Diboll Day Fund Total:	0.00	0.00	0.00	0.00	0.00	0.00

Financial Report

For Fiscal: 2023-2024 Period Ending: 11/30/2023

Category	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	YTD Activity + Encumbrances	Budget Remaining
Fund: 09 - MC Security Fund						
Revenue						
3200 - Fines and Fees	7,168.00	7,168.00	417.47	868.92	868.92	6,299.08
3805 - Miscellaneous	11,211.00	11,211.00	0.00	0.00	0.00	11,211.00
Revenue Total:	18,379.00	18,379.00	417.47	868.92	868.92	17,510.08
Expense						
4300 - Utility	3,168.00	3,168.00	0.00	0.00	0.00	3,168.00
9999 - Transfers	4,000.00	4,000.00	0.00	0.00	0.00	4,000.00
Expense Total:	7,168.00	7,168.00	0.00	0.00	0.00	7,168.00
Fund: 09 - MC Security Fund Surplus (Deficit):	11,211.00	11,211.00	417.47	868.92	868.92	10,342.08

Financial Report

For Fiscal: 2023-2024 Period Ending: 11/30/2023

Category	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	YTD Activity + Encumbrances	Budget Remaining
Fund: 10 - MC Tech Fund						
Revenue						
3200 - Fines and Fees	7,008.00	7,008.00	369.34	765.57	765.57	6,242.43
3805 - Miscellaneous	7,105.00	7,105.00	0.00	0.00	0.00	7,105.00
Revenue Total:	14,113.00	14,113.00	369.34	765.57	765.57	13,347.43
Expense						
4300 - Utility	7,008.00	7,008.00	237.00	473.15	473.15	6,534.85
Expense Total:	7,008.00	7,008.00	237.00	473.15	473.15	6,534.85
Fund: 10 - MC Tech Fund Surplus (Deficit):	7,105.00	7,105.00	132.34	292.42	292.42	6,812.58

Financial Report

For Fiscal: 2023-2024 Period Ending: 11/30/2023

Category	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	YTD Activity + Encumbrances	Budget Remaining
Fund: 11 - PEG Fund						
Revenue						
3805 - Miscellaneous	57,602.00	57,602.00	0.00	0.00	0.00	57,602.00
Revenue Total:	57,602.00	57,602.00	0.00	0.00	0.00	57,602.00
Fund: 11 - PEG Fund Total:	57,602.00	57,602.00	0.00	0.00	0.00	57,602.00

Financial Report

For Fiscal: 2023-2024 Period Ending: 11/30/2023

Category	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	YTD Activity + Encumbrances	Budget Remaining
Fund: 12 - Red Light Fund						
Revenue						
3800 - Interest	0.00	0.00	24.84	50.50	50.50	-50.50
3805 - Miscellaneous	50,414.00	50,414.00	0.00	0.00	0.00	50,414.00
Revenue Total:	50,414.00	50,414.00	24.84	50.50	50.50	50,363.50
Fund: 12 - Red Light Fund Total:	50,414.00	50,414.00	24.84	50.50	50.50	50,363.50

Financial Report

For Fiscal: 2023-2024 Period Ending: 11/30/2023

Category	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	YTD Activity + Encumbrances	Budget Remaining
Fund: 13 - Debt Service Fund						
Revenue						
3550 - Property Tax	145,444.00	145,444.00	5,764.89	6,331.09	6,331.09	139,112.91
3800 - Interest	0.00	0.00	0.00	3.21	3.21	-3.21
3805 - Miscellaneous	80,000.00	80,000.00	0.00	0.00	0.00	80,000.00
Revenue Total:	225,444.00	225,444.00	5,764.89	6,334.30	6,334.30	219,109.70
Expense						
4015 - Bond Expense	608,961.00	608,961.00	0.00	0.00	0.00	608,961.00
4020 - Note Expense	392,281.00	392,281.00	0.00	0.00	0.00	392,281.00
4030 - Fines & Fees	950.00	950.00	0.00	0.00	0.00	950.00
9999 - Transfers	-856,748.00	-856,748.00	0.00	0.00	0.00	-856,748.00
Expense Total:	145,444.00	145,444.00	0.00	0.00	0.00	145,444.00
Fund: 13 - Debt Service Fund Surplus (Deficit):	80,000.00	80,000.00	5,764.89	6,334.30	6,334.30	73,665.70

Financial Report

For Fiscal: 2023-2024 Period Ending: 11/30/2023

Category	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	YTD Activity + Encumbrances	Budget Remaining
Fund: 14 - Endowment Fund						
Revenue						
3800 - Interest	8,050.00	8,050.00	0.00	0.00	0.00	8,050.00
Revenue Total:	8,050.00	8,050.00	0.00	0.00	0.00	8,050.00
Expense						
9999 - Transfers	8,050.00	8,050.00	0.00	0.00	0.00	8,050.00
Expense Total:	8,050.00	8,050.00	0.00	0.00	0.00	8,050.00
Fund: 14 - Endowment Fund Surplus (Deficit):	0.00	0.00	0.00	0.00	0.00	0.00

Financial Report

For Fiscal: 2023-2024 Period Ending: 11/30/2023

Category	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	YTD Activity + Encumbrances	Budget Remaining
Fund: 15 - Restricted Project Fund Revenue						
3805 - Miscellaneous	292,600.00	292,600.00	0.00	0.00	0.00	292,600.00
Revenue Total:	292,600.00	292,600.00	0.00	0.00	0.00	292,600.00
Fund: 15 - Restricted Project Fund Total:	292,600.00	292,600.00	0.00	0.00	0.00	292,600.00

Financial Report

For Fiscal: 2023-2024 Period Ending: 11/30/2023

Category	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	YTD Activity + Encumbrances	Budget Remaining
Fund: 16 - MC Local Truancy Prevention & Diversion Fund						
Revenue						
3200 - Fines and Fees	8,000.00	8,000.00	360.90	765.89	765.89	7,234.11
Revenue Total:	8,000.00	8,000.00	360.90	765.89	765.89	7,234.11
Expense						
4500 - Miscellaneous	-24,168.00	-24,168.00	0.00	0.00	0.00	-24,168.00
Expense Total:	-24,168.00	-24,168.00	0.00	0.00	0.00	-24,168.00
Fund: 16 - MC Local Truancy Prevention & Diversion Fund Surplus (...)	32,168.00	32,168.00	360.90	765.89	765.89	31,402.11

Financial Report

For Fiscal: 2023-2024 Period Ending: 11/30/2023

Category	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	YTD Activity + Encumbrances	Budget Remaining
Fund: 17 - MC Municipal Jury Fund						
Revenue						
3200 - Fines and Fees	150.00	150.00	7.16	15.22	15.22	134.78
Revenue Total:	150.00	150.00	7.16	15.22	15.22	134.78
Expense						
4500 - Miscellaneous	-483.00	-483.00	0.00	0.00	0.00	-483.00
Expense Total:	-483.00	-483.00	0.00	0.00	0.00	-483.00
Fund: 17 - MC Municipal Jury Fund Surplus (Deficit):	633.00	633.00	7.16	15.22	15.22	617.78

Financial Report

For Fiscal: 2023-2024 Period Ending: 11/30/2023

Category	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	YTD Activity + Encumbrances	Budget Remaining
Fund: 18 - Keep Diboll Beautiful Fund						
Revenue						
3805 - Miscellaneous	45,572.00	45,572.00	0.00	0.00	0.00	45,572.00
3960 - Donations	250.00	250.00	46.03	107.15	107.15	142.85
Revenue Total:	45,822.00	45,822.00	46.03	107.15	107.15	45,714.85
Expense						
4210 - Project Expense	45,822.00	47,011.18	7,895.00	9,907.06	9,954.85	37,056.33
Expense Total:	45,822.00	47,011.18	7,895.00	9,907.06	9,954.85	37,056.33
Fund: 18 - Keep Diboll Beautiful Fund Surplus (Deficit):	0.00	-1,189.18	-7,848.97	-9,799.91	-9,847.70	8,658.52

Financial Report

For Fiscal: 2023-2024 Period Ending: 11/30/2023

Category	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	YTD Activity + Encumbrances	Budget Remaining
Fund: 19 - Street Project Fund						
Revenue						
3800 - Interest	0.00	0.00	83.64	170.04	170.04	-170.04
3805 - Miscellaneous	225,643.00	225,643.00	0.00	0.00	0.00	225,643.00
Revenue Total:	225,643.00	225,643.00	83.64	170.04	170.04	225,472.96
Expense						
4210 - Project Expense	225,643.00	225,643.00	0.00	0.00	0.00	225,643.00
Expense Total:	225,643.00	225,643.00	0.00	0.00	0.00	225,643.00
Fund: 19 - Street Project Fund Surplus (Deficit):	0.00	0.00	83.64	170.04	170.04	-170.04

Financial Report

For Fiscal: 2023-2024 Period Ending: 11/30/2023

Category	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	YTD Activity + Encumbrances	Budget Remaining
Fund: 20 - ARPA Fund						
Revenue						
3800 - Interest	0.00	0.00	571.09	1,160.92	1,160.92	-1,160.92
3805 - Miscellaneous	1,159,596.00	1,159,596.00	0.00	0.00	0.00	1,159,596.00
Revenue Total:	1,159,596.00	1,159,596.00	571.09	1,160.92	1,160.92	1,158,435.08
Expense						
4210 - Project Expense	1,159,596.00	1,159,596.00	0.00	0.00	0.00	1,159,596.00
Expense Total:	1,159,596.00	1,159,596.00	0.00	0.00	0.00	1,159,596.00
Fund: 20 - ARPA Fund Surplus (Deficit):	0.00	0.00	571.09	1,160.92	1,160.92	-1,160.92
Total Surplus (Deficit):	606,573.00	605,383.82	293,927.04	104,849.41	16,198.17	

Fund Summary

Fund	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	YTD Activity + Encumbrances	Budget Remaining
01 - General Fund	0.00	0.00	-129,856.62	-410,710.49	-423,735.51	423,735.51
02 - Utility Fund	0.00	0.00	426,263.72	519,995.40	448,789.16	-448,789.16
03 - Recreation Fund	0.00	0.00	-1,789.45	-1,591.12	-5,963.31	5,963.31
05 - Special Revenue Fund	58,986.00	58,986.00	-4,066.34	-6,566.34	-6,566.34	65,552.34
06 - Hotel/Motel Tax Fund	9,750.00	9,750.00	3,861.12	3,861.12	3,861.12	5,888.88
07 - Seized Fund	6,104.00	6,104.00	1.25	2.54	2.54	6,101.46
08 - Diboll Day Fund	0.00	0.00	0.00	0.00	0.00	0.00
09 - MC Security Fund	11,211.00	11,211.00	417.47	868.92	868.92	10,342.08
10 - MC Tech Fund	7,105.00	7,105.00	132.34	292.42	292.42	6,812.58
11 - PEG Fund	57,602.00	57,602.00	0.00	0.00	0.00	57,602.00
12 - Red Light Fund	50,414.00	50,414.00	24.84	50.50	50.50	50,363.50
13 - Debt Service Fund	80,000.00	80,000.00	5,764.89	6,334.30	6,334.30	73,665.70
14 - Endowment Fund	0.00	0.00	0.00	0.00	0.00	0.00
15 - Restricted Project Fund	292,600.00	292,600.00	0.00	0.00	0.00	292,600.00
16 - MC Local Truancy Preven..	32,168.00	32,168.00	360.90	765.89	765.89	31,402.11
17 - MC Municipal Jury Fund	633.00	633.00	7.16	15.22	15.22	617.78
18 - Keep Diboll Beautiful Fu...	0.00	-1,189.18	-7,848.97	-9,799.91	-9,847.70	8,658.52
19 - Street Project Fund	0.00	0.00	83.64	170.04	170.04	-170.04
20 - ARPA Fund	0.00	0.00	571.09	1,160.92	1,160.92	-1,160.92
Total Surplus (Deficit):	606,573.00	605,383.82	293,927.04	104,849.41	16,198.17	

DIBOLL CITY COUNCIL 12-MONTH ATTENDANCE RECORD

Council Member	12/13/2022	1/10/2023	2/14/2023	3/14/2023	4/11/2023	5/9/2023	5/15/2023	6/13/2023
Jana Coulter								0
Luis Maldonado	0	0	1	0	0	0	1	0
Nora Munoz								0
Daniel Lopez	0	0	0	0	0	0	0	0
Ruben Terrazas	0	0	0	0	0	0	0	0
Ray Williams, Jr.	0	1	0	0	0	0	0	0
Trey Wilkerson	0	0	0	0	0	0	0	0
Total Absences	0	1	1	0	0	0	1	0

Council Member	6/20/2023	7/11/2023	8/8/2023	9/5/2023	9/12/2023	10/10/2023	11/10/2023	TOTAL TO-DATE
Jana Coulter	0	0	0	0	0	0	0	0
Luis Maldonado	0	0	0	1	0	0	0	3
Nora Munoz	0	0	0	0	0	0	0	0
Daniel Lopez	1	0	0	0	0	0	0	1
Ruben Terrazas	1	0	0	0	0	0	0	1
Ray Williams, Jr.	0	0	0	0	1	0	0	2
Trey Wilkerson	0	0	0	0	0	0	0	0
Total Absences	2	0	0	1	1	0	0	7




 Rosa M. Olvera - City Secretary

RESOLUTION 2023-12-001

RESOLUTION BY THE CITY OF DIBOLL A RESOLUTION APPROVING THE AGREEMENT DATED NOVEMBER 14, 2023 BETWEEN THE STATE OF TEXAS AND THE CITY OF DIBOLL FOR THE MAINTENANCE, CONTROL, SUPERVISION AND REGULATION OF CERTAIN STATE HIGHWAYS AND/OR PORTIONS OF STATE HIGHWAYS IN THE CITY OF DIBOLL; AND DECLARING AN EFFECTIVE DATE.

WHEREAS, the facts and recitations set forth in this agreement are hereby found to be true and correct; and

WHEREAS, the City of Diboll designates the City Manager as the authorized city official to act in all matters in connection with the Municipal Maintenance Agreement.

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

Section 1. 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 2. This resolution supersedes any prior inconsistent or conflicting resolution or ordinance.

Section 3. This resolution shall become effective from and after its passage.

PASSED AND APPROVED this 14th day of March 2023.

Trey Wilkerson, Mayor

ATTEST:

Rosa Olvera, City Secretary

STATE OF TEXAS §
ANGELINA COUNTY §
CITY OF DIBOLL §



125 EAST 11TH STREET, AUSTIN, TEXAS 78701-2483 | 512.463.8588 | WWW.TXDOT.GOV

October 30, 2023

The Honorable Trey Wilkerson
Mayor, City of Diboll
P.O. Box 340
Diboll, TX 75941

Subject: Municipal Maintenance Agreement

Dear Mayor Wilkerson:

Jurisdiction of highways, streets, or roads within an incorporated city rests with the governing body of the incorporated city except on those declared as controlled access highways by the Texas Transportation Commission, according to Transportation Code §203.003. It is necessary for the Texas Department of Transportation (TxDOT) to enter into a Municipal Maintenance Agreement (MMA) with each incorporated city for authority to construct, reconstruct, maintain, control, supervise, and regulate the designated highways within the city's limits and to establish the responsibilities of the department and the city, in accordance with Minute Order 58588.

Due to some slight revisions in the MMA and a new 2020 census count, we are requesting that a new agreement be executed. The MMA is attached, as well as the exhibit listing the State Maintained Highways in your city. Please sign and return the agreement to my office at 1805 N. Timberland Drive, Lufkin, TX 75901. Once the MMA is fully executed, we will email you a final copy for your records. If you have any questions about the agreement, please feel free to contact Jesse Sisco, Area Engineer at 936-633-4364.

Sincerely,
Signed by:
Kelly O. Morris, P.E.
F044211639424B4...
Kelly O. Morris, P.E.
Lufkin District Engineer

DS
JK

DS
KB

Enclosure

cc: Jesse Sisco, P.E.



MUNICIPAL MAINTENANCE AGREEMENT

This Municipal Maintenance Agreement (“Agreement”) is made this _____ day of _____ 2023, by and between the State of Texas through the Texas Department of Transportation (“State”), and the City of _____ Diboll _____ (population _____ 4,449 _____, 2020, latest Federal Census) acting by and through its duly authorized officers (“City”).

RECITALS

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

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

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

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

AGREEMENT

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

ARTICLE I. COVERAGE

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

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

ARTICLE II. GENERAL CONDITIONS

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

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

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

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

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

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

ARTICLE III. NON-CONTROLLED ACCESS HIGHWAYS

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

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

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

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

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

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

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

ARTICLE IV. CONTROLLED ACCESS HIGHWAYS

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

1. State's Responsibilities (Controlled Access)

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

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

2. City's Responsibilities (Controlled Access)

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

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

ARTICLE V. TERMINATION

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

City of Diboll

State of Texas

Signature

TxDOT District Engineer

 Trey Wilkerson, Mayor

 Kelly O. Morris, P.E.

Name

Name

 Mayor of Diboll

Title

Date

Date

**EXHIBIT A
MUNICIPAL MAINTENANCE AGREEMENT**

**NON-CONTROLLED ACCESS HIGHWAYS
WITHIN THE CORPORATE LIMITS
OF THE CITY OF **DIBOLL****

STATE MAINTAINED HIGHWAY ROUTES

1. U.S. HIGHWAY 59
2. LOOP 210
3. FARM TO MARKET ROAD 1818
4. FARM TO MARKET ROAD 2497

CITY MAINTAINED HIGHWAY ROUTES

NONE

EXHIBIT B
CONTROLLED ACCESS HIGHWAYS WITHIN THE
CORPORATE LIMITS OF DIBOLL

N/A

EXHIBIT D
SAFETY LIGHTING SYSTEMS WITHIN THE
CORPORATE LIMITS OF DIBOLL

1. See attached agreement for Safety Lighting Systems.

1	US
2	DPD
	DCE
3	PLAN
4	DSGN
	RDW
6	TRAF
	LAB
	PAD
5	ACCT
	IR
	SC
	SHOP
	WHSE
	AUTO
	CONST
	MAINT
	PRMT
	SEC
	SEE
	HMOL
	ANS
	FILE

December 14, 1993

The Honorable James P. Simms
Mayor, City of Diboll
P. O. Drawer E
Diboll, Texas 75941

Subject: Agreement for Lighting System
US Highway 59
Diboll, Angelina County

Dear Mayor Simms:

Attached, please find a fully executed copy of the agreement covering the lighting system proposed for US Highway 59 from Borden Street to Office Street.

If you have any questions, please contact me at 409\633-4336.

Sincerely



Herbert Bickley, P.E.
Traffic Operations Engineer
Lufkin District

HEB:as

cc: Cheryl Flood, P.E., Area Engineer

AGREEMENT FOR CONSTRUCTION, MAINTENANCE
AND OPERATION OF CONTINUOUS HIGHWAY ILLUMINATION
SYSTEMS WITHIN MUNICIPALITIES
(100% Blanket)

STATE OF TEXAS §

COUNTY OF TRAVIS §

This AGREEMENT dated this 15th day of November, 1993, by and between the State of Texas, hereinafter referred to as the "State," party of the first part, acting by and through the Texas Department of Transportation, and the City of Diboll, Angelina County, Texas, acting by and through its duly authorized officers under an ordinance or resolution passed the 15th day of November, 1993, hereinafter called the "City," party of the second part, is made to become effective when fully executed by both parties.

W I T N E S S E T H

WHEREAS, the City has requested the State to contribute financial aid in the construction, maintenance and operation of a highway illumination system on freeways and expressways as defined in Highway Commission Minute Order 82420. Within the City, said illumination system hereinafter referred to as the "illumination system" is to consist of continuous lighting to be built in sections as financed and designated by the Texas Transportation Commission; and

WHEREAS, the Executive Director, acting for and in behalf of the Texas Transportation Commission, has made it known to the City that the State will construct said highway illumination system, conditioned that the City, as provided in Highway Commission Minute Order No. 82420 and Article 6673b, Vernon's Texas Civil Statutes, will maintain and operate said illumination system.

A G R E E M E N T

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

1. CONSTRUCTION RESPONSIBILITIES

a. The State will prepare or provide for the plans and specifications, advertise for bids, let the construction contract, or otherwise provide for the construction, and will supervise construction, reconstruction or betterment work as required by said plans and specifications. As a project is developed to construction stage, either as a unit or in increments, the State will submit plans and specifications of the proposed work to the City and will secure the City's consent to construct the lighting system prior to awarding the contract; said City consent to be signified by the signatures of duly authorized City officers in the spaces provided on the title sheet of plans containing the following notation:

"Attachment No. _____ to special AGREEMENT FOR
CONSTRUCTION, MAINTENANCE AND OPERATION OF CONTINUOUS
HIGHWAY ILLUMINATION SYSTEM WITHIN MUNICIPALITIES,
dated _____.

The City-State construction, maintenance and operation responsibilities shall be as heretofore agreed to, accepted, and specified in the Agreement to which these plans are made a part."

b. All costs of constructing the illumination system will be borne by the State, and the illumination system will remain the property of the State.

2. MAINTENANCE AND OPERATION RESPONSIBILITIES

a. The City hereby agrees to furnish at its expense the electrical energy required for proper operation of the illumination system, such electrical energy to be provided at points on the illumination system as designated by the State. The City further agrees to maintain and operate the illumination system in an efficient and sightly condition, including the furnishing of all equipment and labor and making any replacements which may become necessary, without cost to the State.

b. The City will assume maintenance and operation on a date to correspond with the date construction of the illumination system is completed and accepted by the State. The State will provide written notification to the City of such acceptance. The City hereby agrees to furnish at its expense the electrical energy consumed by the system during the period of trial operation prior to acceptance by the State. If the illumination system is constructed by sections, this provision shall apply to each such separately constructed section.

c. The City will obtain approval of the Executive Director before making any major changes in the design and/or operation of the illumination system as designed and constructed by the State or before the removal of any part of the installation except for the purpose of replacement where identical or accepted equivalent equipment to that originally installed is used.

3. GENERAL

a. This Agreement shall remain in force for a period of two years from the date that maintenance and operation responsibilities are first assumed by the City and shall be automatically renewed for two-year periods unless modified by mutual agreement of both parties.

b. The State will not incur any financial obligation to the City as a result of this Agreement.

c. This Agreement may be terminated sixty (60) days after the filing of a written notice by either party of a desire for cancellation. The State reserves the right to remove the illumination system upon cancellation of the Agreement.

d. If, at any time, the City does not maintain and operate the illumination system in a satisfactory manner, the State reserves the right to either arrange for maintenance at the expense of the City or to remove the illumination system. Should the illumination system be removed due to lack of maintenance, the City hereby agrees to reimburse the State for the cost of removal.

e. Should disputes arise as to the parties' obligations under this Agreement, the State's decision shall be final and binding.

f. The City shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any court, or administrative bodies or tribunals in any matter affecting the performance of this Agreement.

g. Changes in time frame, character, cost or obligations authorized herein shall be enacted by written amendment. Any amendment to this Agreement must be executed by both parties within the contract period.

h. This Agreement shall bind, and shall be for the sole and exclusive benefit of the respective parties and their legal successors. The City shall not assign or transfer its interest in this Agreement without written consent of the State.

i. In case any one or more of the provisions contained in this Agreement shall, for any reason, be held 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 be contained herein.

j. This Agreement constitutes the sole and only agreement for lighting at the location described herein of the parties hereto and supersedes any prior understandings or written or oral agreement between the parties respecting the within subject matter.

4. INDEMNIFICATION

To the extent permitted by law, the City indemnify and save harmless the State, its agents or employees, from all suits, actions or claims and from all liability and damages for any and all injuries or damages sustained by any person or property in consequence of any neglect in the performance, or failure of performance of the City, its agents and employees under this Agreement.

IN WITNESS WHEREOF, the parties have thereunto affixed their signatures, The City of Diboll on the 15th day of November, 1993, and the Texas Department of Transportation on the 7th day of December, 1993.

ATTEST:



CITY OF Diboll
BY: James P. Lemire
Mayor
(Title of Signing Official)

THE STATE OF TEXAS

Certified as being executed for the purpose and effect of activating and/or carrying out the orders, established policies, or work programs heretofore approved and authorized by the Texas Transportation Commission under the authority of Minute Order 100002.

APPROVED:

By: Hayden, P.E.
Director, Traffic Operations Division

DATE: 12/7/93

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: December 12th 2023
TO: Mayor and Council Members
THRU: Jason Arnold, City Manager
SUBJ: 2023-2024 Budget Amendment No. 1

ITEM NO. 1 2023 BUDGET ROLLOVERS

Due to market restraints, several capital improvement expenditures budgeted in the 2022-2023 FY Budget Amendment were not processed, delivered, or completed.

These expenditures include:

- 1) Police patrol car upfitting
- 2) One 2021 Kawasaki Mules.
- 3) ERP PRO 10 Software Implementation Expenses
- 4) Street Overlay Project

Therefore, there was a significant amount that rolled into fund balance at the 9-30-2023 year end that we wish to reallocate to the 2023-2024 FY Budget.

The 2022-2023 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	\$24,000.00
02-09-4080	Utility	Capital Improvements	\$10,000.00
01-01-4041	General	Software & Subscriptions	\$46,000.00
01-07-4420	Street	Street Overlay Expense	\$68,000.00

At this time, we request \$138,000.00 to be transferred from the General Fund balance and \$10,000.00 to be transferred from the Utility Fund balance for the expenses described above.

ITEM NO. 2 PD EQUIPMENT

In November 2023, Assistant Chief Williams Retired. Several colleagues pooled together and purchased Assistant Chief Williams' badge and fire arm as a tribute and gift for his service. At this time, we request the proceeds received to be added to the PD Equipment budget line item in order to replace the retired inventory.

GL No.	Department	Description	Budget Requested
01-03-4462	Police	PD Equipment – Replace Retired Inventory	\$445.00

ITEM NO. 3 RETRICTED PROJECT FUND

The TxCDBG project for Sanitary Sewer Improvements and Street Reconstruction on Neil Pickett requires an additional \$44,938 in funds. Please execute a budget amendment in said amount from the Restricted Project Fund to fund this project.

GL No.	Department	Account Name	Budget Remaining
15-01-4210	General	Project Expense	\$45,000.00

ITEM NO. 4 CAPITAL IMPROVEMENTS

We have six (6) racetrack aerators in the wastewater treatment plant racetrack which are approximately 18 years old. The frames are rotting away and parts are no longer available. We are requesting the replacement of one (1) Racetrack Aerator. Two (2) units are not operating and are in need of replacement, but the Wastewater department is confident that we can operate with one for a reasonable amount of time.

GL No.	Department	Account Name	Budget Remaining
02-08-4080	Wastewater	Capital Improvements	\$37,100.00

Fond regards,



Sam Durham
Finance Director

ORDINANCE NO. 2023-12-001

AN APPROPRIATIONS ORDINANCE AUTHORIZING AN AMENDMENT TO THE 2023/2024 OPERATING BUDGET (BUDGET AMENDMENT NO. 01), PROVIDING FOR THE SUPPLEMENTAL APPROPRIATION OF FUNDS IN THE GENERAL FUND, UTILITY FUND, AND RESTRICTED PROJECT 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 2023/2024 Operating Budget and appropriated the necessary funds out of the General, Utility, and Restricted Project 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 Project 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 2023/2024 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 -	2,925,951.00
Proposed Expenditure Budget -	3,064,396.00
Decrease to Fund Balance	(138,445.00)
Current Revenue Budget -	2,925,951.00
Proposed Revenue Budget -	2,925,951.00
Increase to Fund Balance	-
Net effect to fund balance is a decrease of	(138,445.00)

Utility Fund

Current Expenditure Budget -	3,750,397.00
Proposed Expenditure Budget -	3,797,497.00
Decrease to Fund Balance	(47,100.00)
Current Revenue Budget -	3,750,397.00
Proposed Revenue Budget -	3,750,397.00
Increase to Fund Balance	-
Net effect to fund balance is a decrease of	(47,100.00)

Restricted Project Fund

Current Expenditure Budget -	0.00
Proposed Expenditure Budget -	45,000.00
Decrease to Fund Balance	(45,000.00)
Current Revenue Budget -	0.00
Proposed Revenue Budget -	0.00
Increase to Fund Balance	-
Net effect to fund balance is a decrease of	(45,000.00)

Section II

The City Council of the City of Diboll, Texas, hereby amends the 2023/2024 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 12th day of December, 2023.

Trey Wilkerson, Mayor

ATTEST:

Rosa Olvera, City Secretary



City of Diboll Volunteer Fire Department



November 2023 Council Report

Nov 7

- Pledge
- Incident Reports
- Business Meeting
- Discussion on upcoming Parade
Firemen present (10)

Nov 14

- Pledge
- Incident Reports
- Discussion on Plant explosions
- Run trucks
- Clean station
Fireman present 11)

Nov 28

- Pledge
- Incident Reports
- Discussion on call @ airport
- Cleaned fire station
- Run all Trucks and equipment
Fireman present (10)



City of Diboll Volunteer Fire Department



November 2023 Emergency Incidents (15)

Nov 1, 2023 - 1128

- **Call # 2300000154**
8598 HWY 59s
Gas smell in home
Out of City
Trucks 54
Diboll Fire personnel responded (3)
7822, 7827, 7836,

Nov 2, 2023 - 1605

- **Call # DPD call**
Fm 1818 and buttermilk rd
Vehicle wreck
Out of City
Trucks 54
Diboll Fire personnel responded (2)
7822, 7836

Nov 6, 2023 - 0955

- **Call # 2300000155**
11095 fm 58
Smoke in home
Out of City
Trucks 54, 56
Diboll Fire personnel responded (3)
7822, 7825, 7827

Nov 8, 2023 - 1400

- **Call # 23000**
San Jac County
Plant explosion
Out of City
Trucks 62
Diboll Fire personnel responded (2)
7814, 7827



City of Diboll Volunteer Fire Department



Nov 12, 2023 – 0928

- **Call # 2300000156**
11095 Fm 58 Outside Lufkin
Fire in home
Out of City
Trucks 56
Diboll Fire personnel responded (6)
7808, 7814, 7819, 7821, 7822, 7825

Nov 13, 2023 - 1239

- **Call # 2300000157**
11095 Fm 58 Outside Lufkin
Fire in home 10/22
Out of city
Trucks N/A
Diboll Fire personnel responded (7)
7808, 7814, 7821, 7822, 7825, 7835, 7836

Nov 14, 2023 - 1847

- **Call # 00000158**
4707 Kingston Ave Fuller Springs
House Fire
Out of City
Trucks 54, 56
Diboll Fire personnel responded (6)
7808, 7814, 7819, 7821, 7822, 7825

Nov 15, 2023 - 0753

- **Call # 00000158**
Orelly auto and 59
10/50
In City
Trucks 54
Diboll Fire personnel responded (3)
7805, 7822, 7836



City of Diboll Volunteer Fire Department



Nov 15, 2023 - 1600

- **Call # 00000159**
Diboll depot
Gas leak
In City
Trucks 54, 55
Diboll Fire personnel responded (6)
7805, 7808, 7814, 7822, 7825, 7836

Nov 20, 2023 - 1404

- **Call # 00000160**
Across from ATCO
Tree limb on powerline
In City
Trucks N/A
Diboll Fire personnel responded (4)
7805, 7822, 7827, 7835

Nov 21, 2023 - 1602

- **Call # 00000161**
3320 Old Burke Rd
Fire alarm
Out of City
Trucks 54
Diboll Fire personnel responded (4)
7821, 7822, 7825, 7827

Nov 22, 2023 - 1601

- **Call # 2300000162**
Diboll Airport
10/22 Plane emergency landing
Out of city
Trucks 54
Diboll Fire personnel responded (10)
7805, 7814, 7820, 7821, 7822, 7825, 7827, 7829, 7835, 7836



City of Diboll Volunteer Fire Department



Nov 24, 2023 - 1032

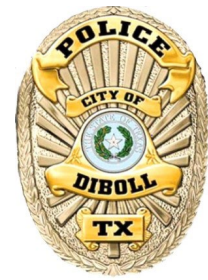
- **Call # 2300000163**
Diboll Elementary School
Summit fire alarm
In City
Trucks 54
Diboll Fire personnel responded (6)
7801, 7810, 7821, 7822, 7827, 7836

Nov 26, 2023 - 1135

- **Call # 2300000164**
59s at river bridge
Car locked with individual unconscious
Out of city
Trucks 54
Diboll Fire personnel responded (3)
7814, 7822, 7835

Nov 29, 2023 - 1459

- **Call # 2300000165**
59s Diboll city limits
Vehicle wreck 10/22
In city
Trucks N/A
Diboll Fire personnel responded (7)
7805, 7814, 7820, 7822, 7827, 7835, 7836



Diboll Police Department

Monthly DEPT. STATS

November 2023

CALLS FOR SERVICE	202
INCIDENT REPORTS	15
CRASH REPORTS	7
EXTRA PATROL/PATROL REQUESTS	123
TRAFFIC STOPS	172
TOTAL ARRESTS	7
MISD. ARREST	4
FELONY ARREST	3
CITATIONS	184



Public Works Director Council Report – December 2023

UCRM-2 SCADA Upgrades: SCADA procurement underway. Some items face very long lead times. Scada procurement and remote programming started. The control panels have a six-month lead time of production. This will put the Scada installation of hardware around 6/10/2023. Scada elevated storage tank hardware scheduled for late January. Scada contractor will be making site visits over the next few weeks. Scope review meeting scheduled at WWTP on 2/15 at 1:30 PM. The scope review meeting went very well. We discussed automated process control based on defined set-points. We then discussed programming to perform certain control decisions based on the parameters received from connected sensors on our equipment. Control functions include turning power on or off, increasing or decreasing speed and flow, raising, or lowering levels in tanks. Flowmeters and data loggers are installed in strategic locations to send data to remote terminal units, then send their collected data to the treatment plant operators. With this data, the operators have an opportunity to see problems like leaks, overflows, or chemical imbalance. Access to up-to-date information on these potential problems gives water operations a chance to fix these issues in advance, reducing downtime. Scada ongoing. Radio tower schedule below.

- 1 WWTP* 100ft Tower Install Radios & Antennas 22-Mar, Duration 2 days.
- 2 OEST Install Radios & Sector Antennas on tower rails 24-Mar, Duration 2 days.
- 3 North Pump Station Install Radio & Antenna on existing 60 ft tower 27-Mar, Duration 1 days.
- 4 NEST Install Radio & Antenna on tower rails 6-Apr, Duration 2 days.
- 5 Well 1 Install 20ft tower extension, Radio and Antenna 28-Mar, Duration 1 days.
- 6 Well 2 Install 20ft tower extension, Radio and Antenna 29-Mar, Duration 1 days.
- 7 Well 3 Install 20ft tower extension, Radio and Antenna 30-Mar, Duration 1 days.
- 8 Well 4 Install 20ft tower extension, Radio and Antenna 31-Mar, Duration 1 days.
- 9 Well 5 Install new 60ft tower, Radio and Antenna 22-Mar, Duration 10 days.
- 10 Prison LS Install Radio & Antenna on Existing tower 3-Apr, Duration 2 days.
- 11 Lynn LS Install new 40ft tower, Radio and Antenna 23-Mar, Duration 10 days.
- 12 Neil Pickett LS Install Radio & Antenna on Existing tower 4-Apr, Duration 2 days.
- 13 AS Davis LS Install Radio & Antenna on Existing tower 5-Apr, Duration 2 days.
- 14 Lumberjack LS Install new 40ft tower, Radio and Antenna 23-Mar, Duration 10 days.

Radio tower and equipment installation 80% through 4/7 – has been delayed due to rain. Plan to resume 4/10 and complete installation, radio programming, and testing by 4/14 weather permitting. Radio/Network Items and radio towers all received and dispatched to site. Procurement for all Control Panels ongoing, expected completion 4/30. Assembly of panels planned 4/17 start staging. Scada-work was ongoing this week at lift stations. Hardware installations and cutover to temporary control panels. New control panel installation at lift stations completed 7/5. Weather

stations to be installed this week. Final testing to insure they are working correctly. Work on water well SCADA to begin 7/10.

7/31- 8/4 Reconfigure Radio network with new IPS. Will be replacing Water wells 3, 1, 5 and cut over. 8/7 – 8/11 Will be replacing Water wells 4, and NPS and possibly NEST. Also, will be working at the WWTP to trace and label wiring in preparation for the Panel changeout. 8/14 – 8/18 Install Well 2 panel and Convert OEST to new panel. Continue wire identification and Start process of WTP panel replacement and RIO.

We started to experience communication failures at our well sites on the new SCADA network. This caused a delay of the installation until we were able to diagnose the problem. Our techs boosted our signal strength and coded reboot protocol into the programming. This seems to have fixed the problem. Installation at well 1,5 and old elevated resumed 9/7/2023

Well 1 and 5 SCADA installation completed. Old elevated tower installation ongoing.

SCADA Panel:

The SCADA PLC is installed, wired up, and powered up. Its program has been tested and uploaded. It is communicating with the OEST intermediate PLC. Establish comms with Chlorine PLC loop testing. HMI is installed and its application loaded. The new chlorine analyzer has been installed and is functioning. We found the level GST sensor to be malfunctioning. Initially, we noted some blockage in the plumbing and cleared it out however, the sensor function was intermittent. We tested this by installing another temporary transmitter to the auxiliary line and measuring both readings. We were able to procure another sensor through Schneider Electric today and had it couriered to Diboll and were able to replace the malfunctioning sensor as it is imperative for the system to function as designed. Well 2 is going offline for about 2 days as we work on this cutover process after previously making sure that NPS was performing as expected and everyone involved agreed. It's a crucial step in keeping things running smoothly, but we're aware it might cause some ripples in the regular functionality of the WWTP.

Well 2 panel installs have been completed on 10/19/2023. Turned off well 2 and related wells 3 & 4 feeding into the Old GST.

Testing all the IO to determine functionality. We found we couldn't function pump 3 from the control panel. Well 2 depth measurement was not operational. Chemical pump logic was found to be disabled for adjustment according to aggregate flow from wells 2,3,4. Only one chemical pump is operational, however the sensor wire is cut so it cannot be controlled. This was probably due to unreliability and/or well flow meters going out of service and/or unreliability of controlling pump strokes. Pump 1 and pump 3 flowmeters have water ingress and are corroded – non-operational. Removed the old Well 2 panel and installed the new panel backplane. Started the process of completing all the wiring. Spent a considerable amount of time troubleshooting pump 3 on/off command, this has been corrected and pump 3 is now operational from PLC and SCADA. Replaced the level transmitter on well 2 and now water depth reading from well 2 is available. Completed and organized wiring on the new panel. PLC program was installed and tested. Local HMI application was installed and tested. SCADA operation was tested, and status checks completed. Wells were tested in auto mode by forcing sequences. Pumps were tested in auto mode by forcing sequences. Added additional logic to disable chemical pumps at a level above 3 mg/l and reenable at 1mg/l, this will prevent excessive chlorination of the GST in case one of the wells

are out of service. The setpoints tags are also made available to be included in the new SCADA implementation.

Remaining items:

Chemical pump remains flashing on SCADA, however it was tested to physically turn on when needed – need to trouble shoot but we may need to access Wonderware back end.

All cycles need to run in Auto mode (OEST Demand and GST Demand), well calls GST level setpoints, this will be monitored over the next few days as the GST and OEST systems are switched to Alternate or GST only.

Need input to calibrate the scale for the well level sensor.

Wiring the HMI

We found a fill valve in the vault outside of the OEST compound. There is wiring connected to it, but it does not show on the WW SCADA nor is it controlled by the PLC. We will investigate the wiring further and discuss functionality with the city before wiring it back into the new panel.

All water wells, towers and lift stations have been completed. Work is still ongoing at WWTP. Graphics are being updated with poits as SOAP is completing work in the field. Working to be completed before the Christmas holidays. Realistic goal would be to have the final walkthrough and acceptance the first week of January.

Estimated completion date of 1/10/24.

Status: 90% Complete

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. We have started receiving shipments of antennas for the meters. PSI will have proofs of the mailers and door hangers ready for review on 2/8/2023. Conex container delivered and prepped for continued receiving of meters and antennas. Door tags and mailer proofs were delayed and expected to be available for review by the end of March. Expected meter delivery dates on chart below.

Door tags and mailers proof is ongoing. The Neptune Customer portal is new, and PSI is having to develop that marketing material for the door tags. Meters trickling in. Looks like all the endpoints have been delivered. 5/8x3/4 meters still tracking first week of June.

Description	Part Number	Quantity	Expected Delivery Date
R900 CELL PIT NICOR 6'	.13966-600	70.00	1/13/2023
11/2 X 13 ULTRASONIC	EU2A1G1SG71	12.00	1/13/2023
2 X 17 ULTRASONIC	EU2E1G1SG71	41.00	1/13/2023
3 FLG 17 LEN ULTRA/MACH	EU3B1G1SG72	1.00	1/13/2023
4 FLG 14 LEN ULTRA/MACH	EU3C1G1SG72	9.00	1/13/2023
8 FLG 20 LEN ULTRA/MACH	EU4A1G1SG72	1.00	1/13/2023
R900 CELL PIT NICOR 6'	.13966-600	50.00	1/13/2023
6 FLG 18 LEN ULTRA/MACH	EU3E1G1SG73	6.00	1/13/2023
R900 CELL PIT NICOR 6'	.13966-600	20.00	4/28/2023
1 ULTRASONIC	EU1F1G1SG71	20.00	4/28/2023
R900 CELL PIT NICOR 6'	.13966-600	1373.00	6/9/2023
5/8X3/4 ULTRASONIC	EU1B1G1SG71	1373.00	6/9/2023

Door tags and mailers proof is ongoing. The Neptune Customer portal is new, and they having to develop that marketing material for the door tags. 5/8x3/4 meters still tracking first week of June.

5/8x3/4 meters are at Core and Main in Lufkin. Mailer and Door Tag proofs have been provided for review next week. With delivery set for mid-June. Soft start for meter installs next week, likely mid-week. Door tags and mailers have been approved. They will be distributed to the first group of residents to receive new meters. Soft start scheduled for 7/13. Start was delayed due to a programing issue with Neptune and our system software. We are looking at a start date of August 16,2023.

Meters were started installing on 8-28-2003. 474 meters have been installed as of 9/7/2003. The installers are moving fast, and we expect to be completed by the end of the month.

Out of 1523 total meters 1428 meters have been installed. City crews are completing the skip list and helping find all meters that were not locatable. Many are idle accounts that are no longer in use. We have 13 large meters to install. All meters and fixtures will have to be replumbed.

1453 total meters changed. Crews will be back on site to finish the remaining meters 12/15/2023.

We are still waiting on a lead time for the remaining 3 meters that are on order.

Estimated completion date of 1-15-2023.

Status: 90% 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 study 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 to begin the preliminary design phase (construction plans and specifications) in January. This will run concurrently with TWDB review of the

engineering report and environmental to speed up the schedule. The engineering report and environmental documents are under review by TWDB. I do not know what their current backlog is but will be reaching out to them for an update. I would expect to begin preparing design plans/specifications in March. The project is under review by TWDB staff. They have the Engineering Feasibility Report and the environmental documents. These reviews run concurrently, but the environmental must be approved before the engineering report can be approved. TWDB requested some supplemental environmental information that was submitted at the end of January. Including the 30-day public comment period, I would expect to have environmental approval by the end of April. This is based upon my last conversation with our environmental reviewer. The engineering report approval will follow shortly thereafter. The TWDB is still reviewing the engineering report on the WWTP project. Based on the email below, KSA should have comments by the end of next week. They should know more about the environmental status early next week.

Good morning Mr. Hays,

I had started to review the EFR but had to prioritize a few other deadlines so I will need to get back to that review and finish it. I plan to send you review comments or to let you know that the EFR satisfies TWDB requirements before the end of next week.

I know Gayla has a few environmental reviews that she is working on currently and one of those should be for the City of Diboll. I will have a meeting with her on this coming Monday to get an update then one of us will report back to you on the environmental status.

Please feel free to reach out to our team with any questions on this project or any others. I would also like to thank you for your patience with us as we work through our heavy workloads.

Thanks,

Cody

KSA have some minor comments to respond to on the engineering report. They have asked for a detailed cost estimate and a statement indicating how we will address any budgetary constraints. Danny's plan for that statement is to indicate that the City will decide between securing additional funding or prioritizing project components to remain within available construction funds. We still have not received any information regarding the environmental approval. The TWDB has all the information we need, and I believe that it is just going through the review and approval process. While things like engineering reports, plans, and specifications can be reviewed and approved by the project team, environmental items go through additional layers of approval as well as a public comment process. We are checking in with them routinely on the environmental but have not yet received a response. We are still awaiting the environmental approval that will allow us to move forward. TWDB is significantly backlogged on environmental reviews. I will be checking in with them next week. The TWDB is going over the engineering plans now. We are waiting on environmental to be processed. TWDB is still backlogged.

We should be receiving approval within the next couple of weeks. Danny will be starting his design team this week on the plans and specifications in advance of that approval.

Environmental approval is working through TWDB management. Once we receive the language for the public notice we can publish and submit proof of publication for final environmental and engineering report approval.

We received the language for the environmental public notice on the WWTP project and will be getting it into the week of 10/2/2023 newspaper and we are proceeding with our design phase.

We are progressing with preparation of plans and specifications.

Plans and specifications are 60% complete. We have a schedule walkthrough of the plant on Dember 11th with KSA.

Estimated completion date of 6/1/2024.

Status: 25% Complete

Neil Pickett Drive Sanitary Sewer Line Replacement

The sewer collection system that serves the residents on Neil Pickett Drive is made up of old, vitrified clay tile pipe and brick manholes. This system has outlived its useful life and is the result of frequent maintenance issues and infiltration an inflow problem. Construction shall replace sewer lines with approximately 1500 linear feet of new eight-inch sewer pipe, three (3) four feet (4') diameter manholes, and all associated appurtenances. Site visit and plan overview held on 2/2/2023.

KSA will be preparing our engineering agreement for council approval at the July meeting.

Bob Thurber with KSA said they are waiting for the geotechnical report for this area, due to boring that will be done during this project. Once they have the report, the onsite work should begin.

Preliminary design is complete. Crews have completed the boring for core samples and we are waiting on the geotechnical report to complete the field design since it involves the recommended pavement section.

We are preparing the final construction agreement. TDA has recently issued a new implementation manual, so we are incorporating any changes required.

Bob has sent the award recommendation letter to Jason that recommends award of contract to Duplichain Contractors. It should be on the agenda for the 14th council meeting for the council to award the contract.

Contract has been awarded and we are scheduling a pre-construction meeting.

Estimated completion date TBD.

Status: 5% 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 them 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. We are currently reviewing the sample construction contract sent to us by Grant Works. It is unlike anything we have seen from them before. We are reviewing it against more standard construction contracts we use and/or have seen in our industry. This is high on the priority list and I'm targeting to complete the review by 2/10/23. Danny from KSA will be putting together the final construction contract documents this week. He anticipates advertising for bids within the next couple of weeks. KSA is working with grant works to sort out bid advertisement requirements.

We have not heard from Grant Works regarding revised language on the Lumberjack Dr. Waterline bid advertisement. Danny has been communicating with Jason on this and we are proceeding with the advertisement beginning this Friday 5/5/2023 in the Lufkin Daily News.

Danny is updating the contract documents for transmittal to Grant Works per the various discussions held. I anticipate that transmittal to occur this week. We will set the schedule for re-bidding the project once Grant Works completes their review. Grant Works is currently reviewing the construction contract. At this time Danny stated there had been no return information from Grant Works. Grant Works is reviewing the construction contract.

Bid opening scheduled for Tuesday the 12th at 2:30 pm. We are currently corresponding with TxDOT for the utility permit.

We are ready for the council to make an award for the construction contract.

We are preparing construction contracts for execution by Terry Black.

Construction contracts have been executed. Awaiting the pre-construction meeting.

Estimated completion date of 12/1/2024.

Status: 30% Complete

Department Projects

#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. Sprinkler valve was received and installation complete. Bridge crossing repairs were delayed due to weather. Due to weather and other project prioritization we have moved the completion date of this project. The water well on #18 has developed another leak. We plan to completely replace 200ft of the supply line from the well head before bridge crossing repairs are made.

We now have 2 bridges that need to be replaced on the golf course. #18 and #12. We are sourcing quotes now.

Estimated completion date of 12-15-2024.

Status: 65%Complete

Repaint Park Bridges

We will be repainting the four bridges in Old Orchard Park. Two of the bridges will require us to remove all the rust before painting will begin. We have started sourcing materials. Rust remover has been delivered. The parks department will be working on the bridges throughout the month as the weather permits. We will resume painting the bridges once the baseball complex project is completed.

Estimated completion date of [6/30/2024](#).

Status: 15% complete

Floating Food Dispensers and Benches

We are ordering two new park benches to replace those past the point of repair. We are also adding floating food dispensers at the fishing pier will provide another opportunity for all to enjoy the park. The floating food will be good for fish, ducks, and geese. The benches and food dispenser will be ordered in next year's funding cycle.

Estimated completion date of 3/12/2024.

Status: 5% Complete

Water Hydrant Replacement

The fire hydrant in the field by JR'S was damaged in a wreck last year. We were just made aware that it was missing. We will locate the location and order a new one to be installed.

The hydrate located in front of the baseball complex developed a leak. We were able to shut the hydrant off and black bag it until parts are sourced and repairs are made.

Parts have been received and scheduled install 12/12/2023

Estimated completion date 12/30/2023.

Status: 10% complete

Street Overlay Project

We are working with the county to help us with our street overlay program. We will be overlaying A Street and Birdsong Street. If enough funds are available, we will also add Hackberry Street. We are currently of the County's Schedule for the last week in September. This could change depending on the completion of their ongoing projects. We will begin to blade level and patch these streets starting in September before we start to overlay.

We have begun blade level up on A street. The county will be here 9/25/2003 to begin the overlay process.

The city has completed the blade level up and patching on Birdsong. The county contacted me on 9-26-2023 and put the project on hold. They are having some issues with the interlocal agreement and their approval process. This should be resolved at the next commissioner's court.

Completion date TBD

Status 25% complete

Lead and Copper Water System Inventory

The new Federal Lead and Copper Rule Revisions (LCRR). While the effective date of the new LCRR is December 16th, 2021, the date water systems are expected to comply is not until October 16th, 2024. This all came down from the EPA. The EPA is doing something called Lead and Copper Rule Improvements (LCRI). It appears this will encompass the strengthening of rules such as the sampling requirements, action and trigger levels, public notice and education, and numerous other aspects of the rule. The big emphasis has been on developing a Lead Service Line Inventory (LSLI), both public and private side service lines. The EPA goal is to "get the lead out" so this inventory list will have to identify all the material, whether PVC, copper, lead, etc.

Inventories must include the following:

All service lines (public and private) are connected to the public water distribution system.

Categorization of each service line, or portion of the service line where ownership is split.

The four categories for service lines in the Inventory are:

“Lead” where the service line is made of lead.

“Galvanized Requiring Replacement” where a galvanized service line is or was at any time downstream of a lead service line or is currently downstream of a “Lead Status Unknown” service line. If the water system is unable to demonstrate that the galvanized service line was never downstream of a lead service line, it must presume there was an upstream lead service line.

“Non-lead” where the service line is determined through an evidence-based record, method, or technique not to be lead or galvanized requiring replacement. The water system may classify the actual material of the service line (i.e., plastic or copper) as an alternative to classifying it as “non-lead.”

“Lead Status Unknown” where the service line material is not known to be lead, galvanized requiring replacement, or a non-lead service line, such as where there is no documented evidence supporting material classification.

Completion date of 1/31/24

Status 10% Complete

Field 4 Renovation

The parks department will be excavating field 4 infield. We will replace the grass with select fill and infield conditioner. We will extend the infield radius to allow for larger/multiple base path configurations. We will remove all grass and replace it with around 16 loads of sandy clay mix. We will spread to grade the removed dirt to the outfield in the low areas. This part of the field has held water for some time. The new pitcher mound will be ordered and installed. All new bases anchors/home plate.

We have started excavating and removing grass from the infield. Delivery of sandy clay mix scheduled for week of 10/2/23

We have spread and leveled to grade 60/40 clay mix on field 4. 6 loads of sand have been delivered for outfield leveling. Top dressing of infield scheduled for 11/13. Pitcher’s mound has been delivered. We ordered 10 porous batters box mats to be installed on field 2 and 4. We plan to have this complete before the next tournament on 11-18-2023.

The last tournament was canceled. We have still top dressing and counting work on the fields. Measurements have been sent in for quotes on new batting cage nets.

Estimated completion date of 3/20/2024.

Status: 40%complete

Golf Course Front 9 Restrooms

The septic system for this facility needs some repairs. We will pump out the septic tank and replace 200 ft of the field drainage line. Our inspection camera has been sent in for repairs. We had a contractor come in to tv and locate the main line. We were able to trace out the line about 60ft. We have a pump truck scheduled to pump out the system so we can further inspect for repairs.

Before we were able to mobilize for repairs to be made to the restrooms the access bridge had to be replaced. All repairs have been made to the bridge and work on restrooms will beginning the week of 12/11/2023

Estimated completion date of 1-10-2024

Status 10% Complete

Storm Debris Clean up and Repairs.

On 8/25/2003 we had severe weather pass through Diboll. This caused 9 down trees in the park and 1 on North Hendricks. The rotary pavilion and swing set were damaged as well. Public works crews have removed all downed debris and are continuing to clear stumps and level out the areas. We are gathering quotes for the damaged buildings and equipment.

We have one area left to grade and all ground repairs will be completed.

Estimated completion date of 12/20/2003

Status 90% complete

Ditch excavation and culvert replacement:

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 investigate the drainage issue at this location. It appears that Lynn St. catches all 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.

Bordan and North First- We will be excavating approximately 450ft of dich line that has silted in. This ditch line primarily serves as drainage for the detention pond at Atlas Roofing. We will also be repairing the catch basin at the intersection of Bordan and N First.

Work Order Report

11/9/2023-12/7/2023

Service Order #	Service Address	Job Date	Completion Date	Job Code	Job Type	Status	Staff	Group	Account Number	Last Edited User	Last Edited Date
SO0003144	266 DEER TRACE BLVD	12/7/2023	12/7/2023	Service Action	Service Action	Completed	WATER	Public Works	99-000741-00	ARomero	12/7/2023 11:22
SO0003145	709 CORRINE	12/7/2023		Water Repairs/Maint	Miscellaneous	Open	WATER	Public Works	03-001400-00	ARomero	12/7/2023 11:31
SO0003138	266 DEER TRACE BLVD	12/6/2023	12/6/2023	Water Repairs/Maint	Miscellaneous	Completed	WATER	Public Works	99-000741-00	TMartin	12/6/2023 15:32
SO0003139	707 CYPRESS	12/6/2023	12/6/2023	Reinstate	Reinstate	Completed	WATER	Public Works	03-001383-00	ARomero	12/6/2023 15:00
SO0003140	409 N FIRST	12/6/2023		Disconnect	Disconnect	Open	WATER	Public Works	02-001030-11	ARomero	12/6/2023 16:25
SO0003130	1107 REDBUD AVE	12/5/2023		Water Repairs/Maint	Miscellaneous	Open	WATER	Public Works	02-000220-03	ARomero	12/5/2023 7:49
SO0003131	612 S TEMPLE	12/5/2023		Water Repairs/Maint	Miscellaneous	Open	WATER	Public Works	01-001313-00	ARomero	12/5/2023 10:41
SO0003132	802 ASH	12/5/2023		Connect	Connect	Open	WATER	Public Works	99-001495-04	ICaffery	12/5/2023 10:52
SO0003133	310 BOX FACTORY	12/5/2023	12/5/2023	Connect	Connect	Completed	WATER	Public Works	03-000889-07	CTee	12/5/2023 15:27
SO0003134	1423 RYAN CHAPEL RD	12/5/2023	12/6/2023	Sewer Repairs/Maint	Miscellaneous	Completed	WASTE WATER	Public Works	02-000483-03	TMartin	12/6/2023 15:11
SO0003135	1500 N HENDRICK C 4	12/5/2023	12/6/2023	Connect	Connect	Completed	WATER	Public Works	02-000526-15	ARomero	12/6/2023 15:08
SO0003136	406 CHURCH	12/5/2023		Connect	Connect	Open	WATER	Public Works	01-001005-13	ARomero	12/5/2023 15:47
SO0003120	104 C ST	12/4/2023	12/5/2023	Water Repairs/Maint	Miscellaneous	Completed	WATER	Public Works	02-000136-00	ARomero	12/5/2023 14:09
SO0003121	713 NELSON	12/4/2023		Misc	Miscellaneous	Open		Public Works	01-001428-00	ICaffery	12/5/2023 9:17
SO0003122	709 LYNN	12/4/2023		Water Repairs/Maint	Miscellaneous	Open	WATER	Public Works	03-001403-09	ARomero	12/4/2023 11:03
SO0003123	707 LYNN	12/4/2023		Water Repairs/Maint	Miscellaneous	Open	WATER	Public Works	03-001385-00	ARomero	12/4/2023 11:04
SO0003124	223 N TEMPLE	12/4/2023	12/4/2023	Reinstate	Reinstate	Completed	WATER	Public Works	01-000725-00	ARomero	12/4/2023 12:45
SO0003125	1324 N HENDRICK	12/4/2023	12/4/2023	Reinstate	Reinstate	Completed	WATER	Public Works	05-000397-06	ARomero	12/4/2023 12:56
SO0003126	312 S NEAL PICKETT	12/4/2023		Water Repairs/Maint	Miscellaneous	Open	WATER	Public Works	03-101732-00	ARomero	12/4/2023 14:25
SO0003127	702 NELSON	12/4/2023	12/5/2023	Connect	Connect	Completed	WATER	Public Works	01-001349-15	CTee	12/5/2023 10:50
SO0003129	1001 MAYNARD	12/4/2023	12/5/2023	Reinstate	Reinstate	Completed	WATER	Public Works	03-000025-01	CTee	12/5/2023 10:40
SO0003113	1007 RED OAK LN	11/30/2023	12/1/2023	Water Repairs/Maint	Miscellaneous	Completed	WATER	Public Works	02-000049-06	TMartin	12/1/2023 9:25
SO0003114	202 STUBBLEFIELD	11/30/2023	12/1/2023	Reinstate	Reinstate	Completed	WATER	Public Works	01-000609-00	TMartin	12/1/2023 8:50
SO0003115	708 DENNIS	11/30/2023	11/30/2023	Reinstate	Reinstate	Completed	WATER	Public Works	01-001392-00	ARomero	11/30/2023 10:56
SO0003116	217 RHONE B	11/30/2023	12/1/2023	Water Repairs/Maint	Miscellaneous	Completed	WATER	Public Works	03-000720-00	TMartin	12/1/2023 8:52
SO0003117	306 PINE St	11/30/2023	12/1/2023	Reinstate	Reinstate	Completed	WATER	Public Works	99-000860-00	TMartin	12/1/2023 8:51
SO0003118	1119 LYNN	11/30/2023	11/30/2023	Disconnect	Disconnect	Completed	WATER	Public Works	01-000258-02	ARomero	11/30/2023 15:10
SO0003119	1119 LYNN	11/30/2023	11/30/2023	Connect	Connect	Completed	WATER	Public Works	01-000258-04	ARomero	11/30/2023 15:19
SO0003097	703 ASHFORD	11/29/2023	11/29/2023	Cutoff	Cutoff	Completed	WATER	Public Works	01-001355-10	CTee	11/29/2023 14:58
SO0003098	1129 PINECREST	11/29/2023	11/29/2023	Cutoff	Cutoff	Completed	WATER	Public Works	03-000272-08	CTee	11/29/2023 13:58
SO0003099	1407 FAIRCHILD	11/29/2023	11/29/2023	Cutoff	Cutoff	Completed	WATER	Public Works	02-000434-02	CTee	11/29/2023 14:29
SO0003100	202 STUBBLEFIELD	11/29/2023	11/29/2023	Cutoff	Cutoff	Completed	WATER	Public Works	01-000609-00	CTee	11/29/2023 14:51
SO0003101	608 N SECOND	11/29/2023	11/29/2023	Cutoff	Cutoff	Completed	WATER	Public Works	05-001291-11	CTee	11/29/2023 14:14
SO0003102	1427 RYAN CHAPEL RD	11/29/2023	11/29/2023	Cutoff	Cutoff	Completed	WATER	Public Works	02-000484-00	CTee	11/29/2023 14:23
SO0003103	1419 RYAN CHAPEL RD	11/29/2023	11/29/2023	Cutoff	Cutoff	Completed	WATER	Public Works	02-000475-00	CTee	11/29/2023 14:23
SO0003104	1001 MAYNARD	11/29/2023	11/29/2023	Cutoff	Cutoff	Completed	WATER	Public Works	03-000025-01	CTee	11/29/2023 13:53
SO0003105	4162 MOCKINGBIRD LN	11/29/2023	12/1/2023	Cutoff	Cutoff	Completed	WATER	Public Works	01-001056-10	TMartin	12/1/2023 12:15

SO0003106	1500 N HENDRICK C 2	11/29/2023	11/29/2023	Cutoff	Cutoff	Completed	WATER	Public Works	02-000524-13	CTee	11/29/2023 14:34
SO0003107	306 PINE St	11/29/2023	11/29/2023	Cutoff	Cutoff	Completed	WATER	Public Works	99-000860-00	CTee	11/29/2023 14:05
SO0003108	217 RHONE B	11/29/2023	11/29/2023	Cutoff	Cutoff	Completed	WATER	Public Works	03-000720-00	CTee	11/29/2023 14:08
SO0003109	403 N FIRST	11/29/2023		Water Repairs/Maint	Miscellaneous	Open	WATER	Public Works	02-000973-00	ARomero	11/29/2023 10:27
SO0003110	1502 S FIRST	11/29/2023	12/1/2023	Water Repairs/Maint	Miscellaneous	Completed	WATER	Public Works	03-000542-00	TMartin	12/1/2023 9:43
SO0003111	608 N SECOND	11/29/2023	11/29/2023	Reinstate	Reinstate	Completed	WATER	Public Works	05-001291-11	CTee	11/29/2023 15:06
SO0003112	1419 RYAN CHAPEL RD	11/29/2023	12/1/2023	Reinstate	Reinstate	Completed	WATER	Public Works	02-000475-00	TMartin	12/1/2023 10:00
SO0003093	398 N HENDRICK	11/28/2023	12/1/2023	Water Repairs/Maint	Miscellaneous	Completed	WATER	Public Works	02-000936-00	TMartin	12/1/2023 10:35
SO0003095	303 1/2 HINES	11/28/2023	11/28/2023	Service Action	Service Action	Completed	WATER	Public Works	02-000806-06	ARomero	11/28/2023 15:42
SO0003096	1029 HOLUBEC	11/28/2023	11/28/2023	Service Action	Service Action	Completed	WATER	Public Works	02-000117-00	ARomero	11/28/2023 15:44
SO0003078	102 OC SCOTT	11/27/2023	11/27/2023	Water Repairs/Maint	Miscellaneous	Completed	WATER	Public Works	03-000111-00	CTee	11/27/2023 14:09
SO0003080	212 HAMNER	11/27/2023	11/27/2023	Service Action	Service Action	Completed	WATER	Public Works	01-000705-09	ARomero	11/27/2023 8:10
SO0003084	608 N SECOND	11/27/2023	11/27/2023	Service Action	Service Action	Completed	WATER	Public Works	05-001291-11	ARomero	11/27/2023 8:21
SO0003085	507 DEVEREAUX	11/27/2023	11/29/2023	Misc	Miscellaneous	Completed		Public Works	02-001140-06	JMosley	11/29/2023 13:11
SO0003086	603 MULBERRY	11/27/2023	11/27/2023	Misc	Miscellaneous	Completed		Public Works	01-001236-02	CTee	11/27/2023 14:27
SO0003087	100 E BORDEN	11/27/2023	11/27/2023	Service Action	Service Action	Completed	WATER	Public Works	02-000007-00	ARomero	11/27/2023 9:38
SO0003088	100 E BORDEN	11/27/2023	11/27/2023	Service Action	Service Action	Completed	WATER	Public Works	02-000007-00	ARomero	11/27/2023 9:40
SO0003090	701 N TEMPLE	11/27/2023	11/27/2023	Service Action	Service Action	Completed	WATER	Public Works	02-001341-00	ARomero	11/27/2023 9:42
SO0003091	1127 N TEMPLE	11/27/2023	11/29/2023	Street Repair/Maint	Miscellaneous	Completed	STREET	Public Works	02-000270-00	JMosley	11/29/2023 13:16
SO0003092	1005 LYNN	11/27/2023	12/1/2023	Water Repairs/Maint	Miscellaneous	Completed	WATER	Public Works		TMartin	12/1/2023 9:46
SO0003077	305 MARGIE HARREL	11/22/2023	11/22/2023	Misc	Miscellaneous	Completed		Public Works	03-000847-00	JMosley	11/22/2023 10:24
SO0003072	310 BOX FACTORY	11/20/2023	11/20/2023	Reinstate	Reinstate	Completed	WATER	Public Works	03-000889-06	JMosley	11/20/2023 10:05
SO0003073	1107 REDBUD AVE	11/20/2023	11/21/2023	Misc	Miscellaneous	Completed		Public Works	02-000220-03	JMosley	11/21/2023 9:19
SO0003074	507 DEVEREAUX	11/20/2023	11/21/2023	Misc	Miscellaneous	Completed		Public Works	02-001140-06	JMosley	11/21/2023 9:07
SO0003075	1421 GANDY	11/20/2023	11/29/2023	Misc	Miscellaneous	Completed		Public Works	02-000481-01	JMosley	11/29/2023 13:14
SO0003076	716 ASHFORD	11/20/2023		Misc	Miscellaneous	Open		Public Works	01-001439-04	ICaffery	11/22/2023 11:57
SO0003071	702 ASHFORD	11/16/2023	11/29/2023	Street Repair/Maint	Miscellaneous	Completed	STREET	Public Works	01-001345-00	JMosley	11/29/2023 13:13
SO0003067	1001 HOLUBEC	11/15/2023	11/15/2023	Service Action	Service Action	Completed	WATER	Public Works	02-101670-00	ARomero	11/15/2023 8:59
SO0003069	1013 RED OAK LN	11/15/2023	11/16/2023	Water Repairs/Maint	Miscellaneous	Completed	WATER	Public Works	02-100088-00	JMosley	11/16/2023 13:28
SO0003070	1096 LAWRENCE	11/15/2023	11/15/2023	Connect	Connect	Completed	WATER	Public Works	99-101332-00	ARomero	11/15/2023 16:05
SO0003064	266 DEER TRACE BLVD	11/14/2023	11/16/2023	Service Action	Service Action	Completed	WATER	Public Works	99-000741-00	JMosley	11/16/2023 13:16
SO0003065	266 DEER TRACE BLVD	11/14/2023	11/16/2023	Water Repairs/Maint	Miscellaneous	Completed	WATER	Public Works	99-000741-00	JMosley	11/16/2023 13:18
SO0003066	604 HALL	11/14/2023	11/15/2023	Water Repairs/Maint	Miscellaneous	Completed	WATER	Public Works	02-001251-00	JMosley	11/15/2023 8:49
SO0003141	811 APRIL AVE	11/13/2023		Disconnect	Disconnect	Open	WATER	Public Works	01-001528-05	ARomero	12/7/2023 11:13
SO0003050	605 S TEMPLE	11/13/2023	11/13/2023	Water Repairs/Maint	Miscellaneous	Completed	WATER	Public Works	01-001267-04	JMosley	11/13/2023 12:00
SO0003051	507 DEVEREAUX	11/13/2023	11/13/2023	Misc	Miscellaneous	Completed		Public Works	02-001140-06	JMosley	11/13/2023 13:49
SO0003052	315 MARGIE HARREL	11/13/2023	11/13/2023	Water Repairs/Maint	Miscellaneous	Completed	WATER	Public Works	03-000914-00	JMosley	11/13/2023 14:21
SO0003057	713 BOOKER	11/13/2023	11/13/2023	Reinstate	Reinstate	Completed	WATER	Public Works	01-001425-00	JMosley	11/13/2023 14:27
SO0003058	312 S NEAL PICKETT	11/13/2023		Water Repairs/Maint	Miscellaneous	Open	WATER	Public Works	03-101732-00	ARomero	11/13/2023 15:44
SO0003059	1103 CYPRESS	11/13/2023	11/14/2023	Water Repairs/Maint	Miscellaneous	Completed	WATER	Public Works		JMosley	11/14/2023 12:59
SO0003060	605 DEVEREAUX	11/10/2023	11/14/2023	Disconnect	Disconnect	Completed	WATER	Public Works	02-001259-02	JMosley	11/14/2023 9:39

SO0003061	403 S FIRST	11/10/2023	11/14/2023	Disconnect	Disconnect	Completed	WATER	Public Works	03-000979-14	JMosley	11/14/2023 9:27
SO0003062	3832 MOCKINGBIRD LN	11/10/2023	11/14/2023	Disconnect	Disconnect	Completed	WATER	Public Works	01-000931-00	JMosley	11/14/2023 9:56
SO0003063	310 BOX FACTORY	11/10/2023	11/14/2023	Disconnect	Disconnect	Completed	WATER	Public Works	03-000889-06	JMosley	11/14/2023 9:32
SO0003046	266 DEER TRACE BLVD	11/9/2023	11/14/2023	Misc	Miscellaneous	Completed		Public Works	99-000741-00	JMosley	11/14/2023 13:51
SO0003047	601 DENNIS	11/9/2023		Park Repairs/Maint	Miscellaneous	Open	PARKS	Public Works	01-001207-00	SDurham	11/9/2023 10:26
SO0003048	398 N HENDRICK	11/9/2023	11/14/2023	Misc	Miscellaneous	Completed		Public Works	02-000936-00	JMosley	11/14/2023 13:37
SO0003049	1008 LYNN	11/9/2023	11/13/2023	Reinstate	Reinstate	Completed	WATER	Public Works	03-000051-08	JMosley	11/13/2023 9:18

Code Compliance Report – November 2023

Mail and Bank Deposit – Daily

New Construction – 312 South Neil Pickett

Planning and Zoning – Resident asked if he could place a mobile home in city limits. I replied it is not allowed in the SF-1 Single Family District. 200 North Temple requested information to building a storage building business on the property. After looking into this I found that the property is zone for Retail District. I let the contractor know that he would have to apply for Rezoning to B1 District. Has to go this Planning and Zoning Committee and City Council for approval. North Hendrick Replotting a property into 3 lots.

Fence Permit – 401 Park

Commercial Remolding Permit – 708 North Hendrick First Pentecostal Church building restroom.

Storage Building Permit- 700 Arrington Road

Electrical Permit – 718 Nelson, 944 & 942 Denman

Solar Permit – 1211 Lynn Street, 311 Locust, 903 Lynn Street

Inspections Services – 105 Frankens Street. 312 South Neil Pickett Drive, 718 Nelson Street electrical service, 1001 Lynn St apt 100 & 200, 1003 Lynn St apt 300 & 400, 1005 Lynn St apt 500 & 600 all electrical service. 312 South Neil Pickett Drive plumbing top out, Framing, HVAC Rough, Electrical Rough. 708 North Hendrix Plumbing Rough, 100 MLK Foundation.

Weed, Grass and Rubbish Certified Letters – 406 South Temple Drive, 202 Thompson Street, 204 Thompson Street, Thompson Street empty lots,

Return receipt – 204 Thompson,

Junk Or Abandoned Vehicle's letters – 506 Devereaux Street, 609 Devereaux Street, 406 Rutland Street, 204 Rutland Street, 119 Frankens Street, 802 Wells Street, 809 Wells Street, 811 Wells Street, 816 Wells Street, 403 Birdsong Lane, 405 Birdsong Lane, 406 Birdsong Lane, Dennis Street/ FM 1818, 709 Dennis Street, 702 Dennis Street, 806 A S Davis, 500 South Temple Drive, 507 South Temple Drive, 609 Arrington Road, 415 Carter Drive, 613 Carter Driver, 727 Pinewood Street, 702 Pinewood Street

Junk Or Abandoned Vehicle's Call – 403 Birdsong Lane the truck is registered. 405 Birdsong Lane she is getting the truck registered. 609 Arrington Road called about the junk truck he was going to get rid of it. 802 Wells Street called to say the truck will be gone after Thanksgiving.

Code Compliance – 700 Arrington Road called about electrical meter inspection. 204 Thompson Street called about the creek on there property.

Dog Complaints – Dog at large at Diboll Depot. I could not catch. Hines stray cats I could not catch. Saxton has stay cats I could not catch. Resident complaint about dog running loose. Found owner gave warning for dog at large. Wells Street dog owner want us to pick up her injured dog.

Miscellaneous – Mr. Salais called to request to locate water and sewer at Cypress Street for new construction.

Samantha Durham
Director of Finance



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CITY OF DIBOLL

Interoffice Memorandum

DATE: December 12, 2023
TO: Mayor and Council Members
THRU: Jason Arnold, City Manager
SUBJ: Finance Department Reports

FINANCE

Including November 2023 Financials for your review

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 from 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.

Municipal Court Component

Estimated Completion Date: September 2023

Status: 90% Complete

Permitting Component

Estimated Completion Date: July 2023

Status: 99% Complete

Socrata Open Finance

Estimated Completion Date: October 2023
Status: 0% Complete

Fond regards,

Sam Pritchard

DIBOLL, TX MUNICIPAL COURT

Fees and Fines Collection & Activity Report

As of November 30, 2023



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.

Collections & Activity Summary

Collection Disposition Summary - November 2023	
Citations Assigned	0
Amount Assigned	\$0
Citations Collected	2
Amount Collected	\$841
Citations Cancelled	0
Amount Cancelled	\$0
Citations Resolved	2
Amount Resolved	\$841

Collection Disposition Summary - Contract to Date	
Citations Assigned	28,780
Amount Assigned	\$9,933,751
Citations Adjusted	1,751
Amount Adjusted	(\$69,033)
Citations Collected	6,023
Amount Collected	\$1,986,462
Citations Cancelled	1,104
Amount Cancelled	\$391,544
Citations Resolved	7,127
Amount Resolved	\$2,378,007
Dollar Resolution Rate	24.6%

Collection Activity - November 2023		
Letters		16
Address/Phone Updated		173
Phone Activity	Inbound	29
	Outbound	872

Collection Activity - Contract to Date		
Letters		73,056
Address/Phone Updated		16,474
Phone Activity	Inbound	4,570
	Outbound	212,751

Status of Open Accounts

Status	Count	Amount
ACT - Active Account	21,286	\$7,295,010
ATT - Attorney Contact Only	9	\$2,917
BKR - Bankruptcy	2	\$712
CAD - Cease And Desist Demand	3	\$1,244
DEC - Deceased. No Estate Or Beyond Claim	132	\$42,815
DIS - Dispute	20	\$6,475
INC - Incarcerated	102	\$34,417
PRM - Promise Payment	139	\$45,834
REF - Refuse To Pay	18	\$5,893
SKP - Skiptracing For Phone	21	\$6,960
SWC - Stop Work Per Client	179	\$43,719
SWF - Stop Work Per Firm	1	\$432
Total	21,912	\$7,486,429

Monthly Collection Activity Last 24 Months

Year	Month	Letters Mailed	Address/Phone Updated	Phone Activity		Dollars Collected
				Inbound	Outbound	
2023	November	16	173	29	872	\$841
	October	717	44	82	882	\$0
	September	981	50	71	1,205	\$1,144
	August	816	1,054	62	1,421	\$12,117
	July	884	163	92	812	\$50,251
	June	1,817	194	100	727	\$0
	May	999	1,890	87	570	\$0
	April	64	181	29	524	\$35,154
	March	90	23	116	549	\$25,155
	February	6,424	542	9	499	\$16,319
	January	191	49	10	562	\$2,789
2022	December	4	17	2	841	\$10,546
	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
Total*		21,579	5,168	1,042	26,687	\$488,187

*Total Amounts noted represent the last 24 months & not contract to date.

Portfolio Analysis Outstanding Placements

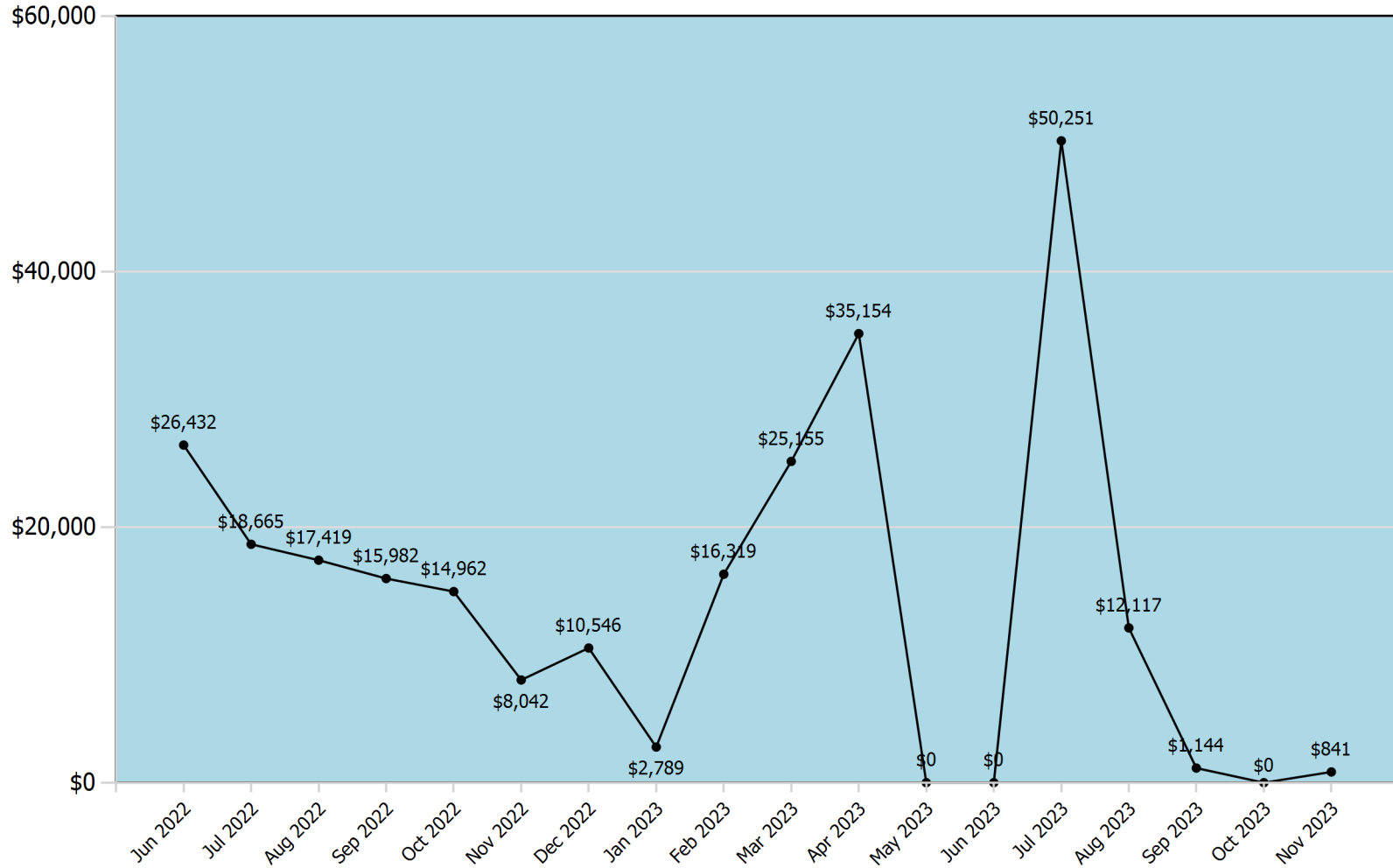
	Accounts	Dollars	Acct. Pct.	Dollar Pct.	Average Balance
ALL ACCOUNTS	21,912	\$7,486,428.85	100.00%	100.00%	\$341.66
ADDRESSES					
No Mailing Address	33	\$11,159.17	0.15%	0.15%	\$338.16
Returned Mail	3,395	\$1,131,915.96	15.49%	15.12%	\$333.41
Good Address	18,484	\$6,343,353.72	84.36%	84.73%	\$343.18
OFFENSE AGE					
One Year or Less	0	\$0.00	0.00%	0.00%	\$0.00
1-2 Years	804	\$324,269.97	3.67%	4.33%	\$403.32
2-3 Years	1,650	\$651,762.30	7.53%	8.71%	\$395.01
+3 Years	19,458	\$6,510,396.58	88.80%	86.96%	\$334.59
PLACEMENT AGE					
One Year or Less	0	\$0.00	0.00%	0.00%	\$0.00
1-2 Years	1,309	\$521,068.57	5.97%	6.96%	\$398.07
2-3 Years	1,526	\$605,155.04	6.96%	8.08%	\$396.56
+3 Years	19,077	\$6,360,205.24	87.06%	84.96%	\$333.40

Offense Age of Placements Last 13 Months

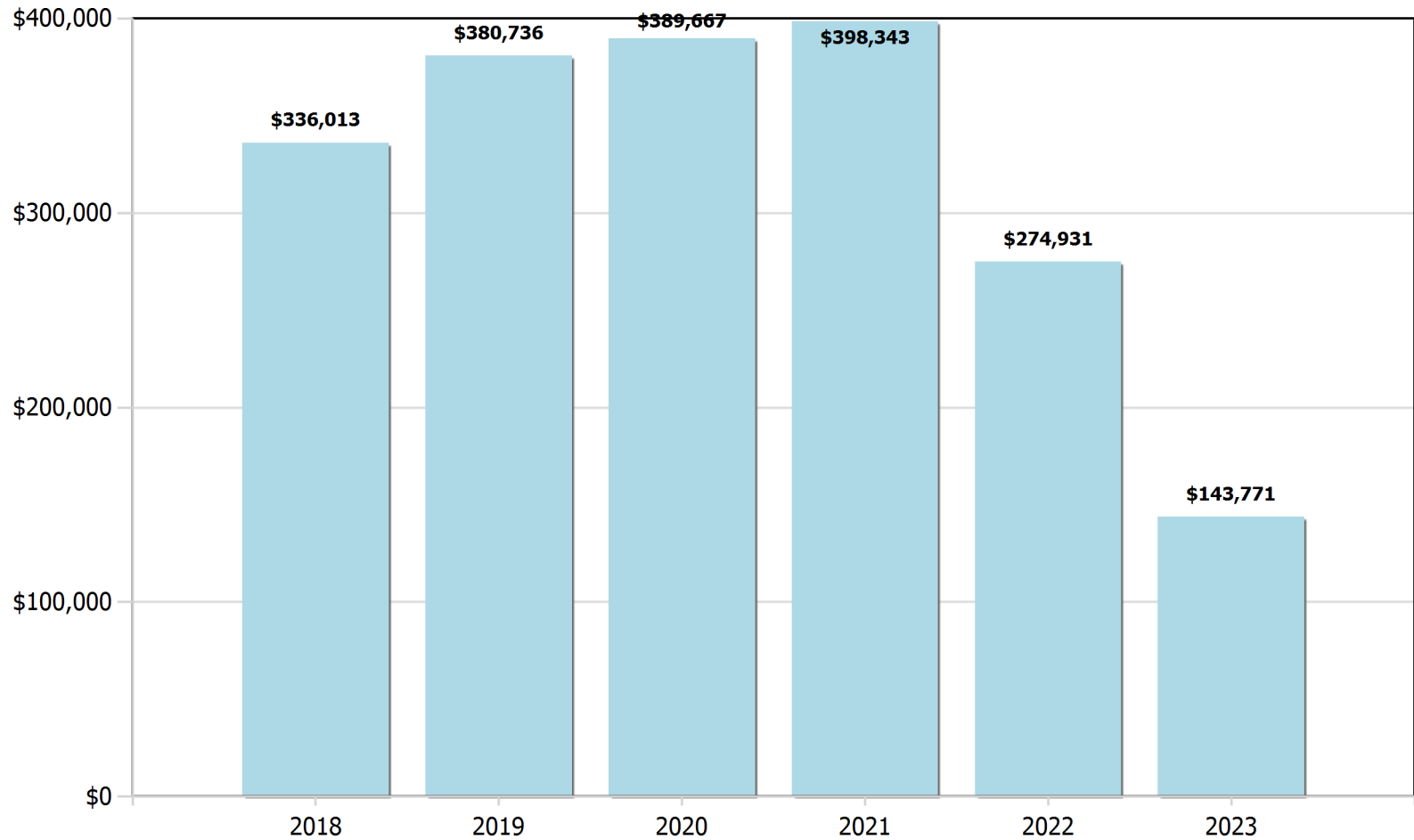
	2016 & PRIOR	2017	2018	2019	2020	2021	2022	2023	Total Placements
November 2023	-	-	-	-	-	-	-	-	0
October 2023	-	-	-	-	-	-	-	-	0
September 2023	-	-	-	-	-	-	-	-	0
August 2023	-	-	-	-	-	-	-	-	0
July 2023	-	-	-	-	-	-	-	-	0
June 2023	-	-	-	-	-	-	-	-	0
May 2023	-	-	-	-	-	-	-	-	0
April 2023	-	-	-	-	-	-	-	-	0
March 2023	-	-	-	-	-	-	-	-	0
February 2023	-	-	-	-	-	-	-	-	0
January 2023	-	-	-	-	-	-	-	-	0
December 2022	-	-	-	-	-	-	-	-	0
November 2022	-	-	-	-	-	-	-	-	0

Placement Activity Summary Contract to Date								
Year	Month	Count #	Orig Placement \$	Cancelled \$	Adjustment \$	Net Placement \$	Collected \$	Collected %
2023 Summary	November	0	\$0	\$0	\$0	\$0	\$0	0.00%
	October	0	\$0	\$0	\$0	\$0	\$0	0.00%
	September	0	\$0	\$0	\$0	\$0	\$0	0.00%
	August	0	\$0	\$0	\$0	\$0	\$0	0.00%
	July	0	\$0	\$0	\$0	\$0	\$0	0.00%
	June	0	\$0	\$0	\$0	\$0	\$0	0.00%
	May	0	\$0	\$0	\$0	\$0	\$0	0.00%
	April	0	\$0	\$0	\$0	\$0	\$0	0.00%
	March	0	\$0	\$0	\$0	\$0	\$0	0.00%
	February	0	\$0	\$0	\$0	\$0	\$0	0.00%
	January	0	\$0	\$0	\$0	\$0	\$0	\$0
		0	\$0	\$0	\$0	\$0	\$0	#Error
2022 Summary	December	0	\$0	\$0	\$0	\$0	\$0	0.00%
	November	0	\$0	\$0	\$0	\$0	\$0	0.00%
	October	0	\$0	\$0	\$0	\$0	\$0	0.00%
	September	494	\$198,064	\$875	(\$181)	\$197,008	\$4,438	2.25%
	August	131	\$52,798	\$0	(\$49)	\$52,750	\$1,672	3.17%
	July	401	\$158,509	\$1,570	(\$194)	\$156,744	\$9,825	6.27%
	June	0	\$0	\$0	\$0	\$0	\$0	0.00%
	May	0	\$0	\$0	\$0	\$0	\$0	0.00%
	April	79	\$31,857	\$0	(\$40)	\$31,817	\$2,273	7.14%
	March	271	\$107,470	\$2,665	\$0	\$104,805	\$8,468	8.08%
	February	0	\$0	\$0	\$0	\$0	\$0	0.00%
January	0	\$0	\$0	\$0	\$0	\$0	0.00%	
		1,376	\$548,697	\$5,110	(\$464)	\$543,123	\$26,676	4.91%
2021 Summary	December	28	\$10,825	\$0	\$0	\$10,825	\$1,240	11.46%
	November	152	\$59,088	\$1,218	(\$456)	\$57,413	\$7,730	13.46%
		1,749	\$697,027	\$6,978	(\$3,803)	\$686,247	\$93,158	13.57%
2020 Summary		1,370	\$533,385	\$12,466	(\$4,635)	\$516,285	\$105,150	20.37%
2019 Summary		2,114	\$792,156	\$17,576	(\$8,694)	\$765,887	\$197,056	25.73%
2018 Summary		878	\$331,523	\$12,290	(\$2,982)	\$316,251	\$105,131	33.24%
Prior Years		21,293	\$7,030,961	\$337,124	(\$48,456)	\$6,645,381	\$1,459,291	21.96%

Monthly Collections Last 18 Months

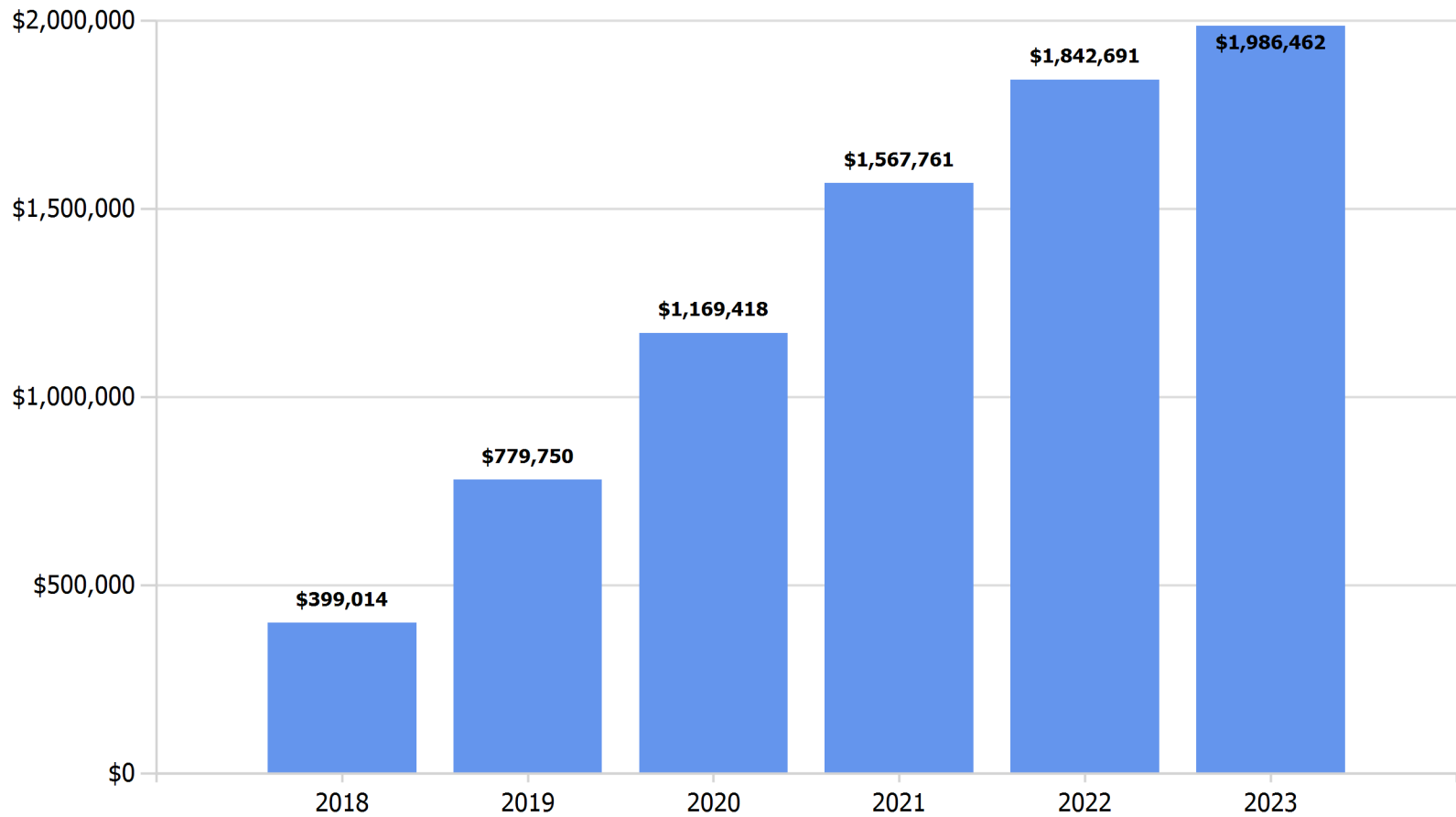


Delinquent Court Fees & Fines Annual Collections Last 6 Years



***Current Year as of Reporting Month
***First Placement : June 2017

Delinquent Fees & Fines Cumulative Collections



**Current Year as of Reporting Month
**First Placement : June 2017