

**NOTICE OF MEETING
OF THE
CITY OF DIBOLL CITY COUNCIL**

The City Council will meet in a regular session meeting in the City Hall Council Chambers, located at 400 Kenley, Diboll, Texas, on Tuesday, December 13, 2022, at 5:15p.m.

Call to Order

Invocation

Pledge of Allegiance

CITIZENS PRESENTATION: (Limited to 3 minutes)

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

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

- a. Minutes from November 15, 2022, Regular Session Meeting
- b. Financial Statement for November 2022
- c. 12-Month Attendance Record for November 2022

Item #2: Consideration and possible action to approve nominations for Home Rule Charter Review Commission.

Item #3: Linebarger Goggan Blair & Sampson, LLP (Linebarger Law Firm) presents City of Diboll delinquent fees & fines and tax collection report.

Item #4: Consideration and possible action to approve wholesale water supply contract with Angelina & Neches River Authority (ANRA).

Item #5: DEPARTMENT HEAD REPORTS

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

Item #6: The Diboll City Council will convene into a closed Executive Session, in accordance with Open Meetings Act, Chapter 551, Texas Government Code 551.074, for the purpose of discussing annual evaluation of City Manager, Jason Arnold.

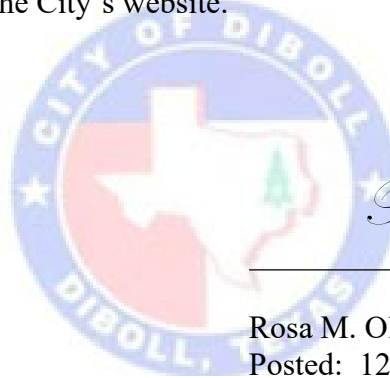
Council will reconvene into open session following closed door session and possibly take action on matters discussed in Executive Session.

Item #7: Consideration and possible action on matters discussed in Executive Session.

Adjournment

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

I certify that this Notice of Meeting was posted in a glass-enclosed case in front of City Hall at 400 Kenley Street, Diboll, Texas, and available for viewing by the public prior to 5:15 p.m. on December 9, 2022, as well as at the City's website.



Rosa M. Olvera

Rosa M. Olvera - City Secretary
Posted: 12/9/2022



**MINUTES OF THE GOVERNING BODY OF THE CITY OF DIBOLL, TEXAS
REGULAR SESSION MEETING ON TUESDAY, NOVEMBER 15, 2022, AT 5:15
P.M., IN THE DIBOLL CITY HALL CHAMBERS.**

COUNCIL PRESENT

Mayor Trey Wilkerson, Mayor Pro Tem Daniel Lopez, Councilmembers Ray Williams, Jr. and Ruben Terrazas

COUNCIL ABSENT

Councilmembers Benita Sheffield Duffield, Brian Moreno and Luis Maldonado

STAFF PRESENT

City Manager Jason A. Arnold, City Secretary Rosa Olvera, Chief of Police Michael Skillern, Public Works Director Joshua Richard and Fire Chief Aaron Smith.

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

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

CITIZENS PRESENTATION: (Limited to 3 minutes)

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

Public Participation: NONE

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

- a. Minutes from October 11, 2022, Regular Session Meeting
- b. Financial Statement for October 2022
- c. 12-Month Attendance Record for October 2022
- d. Investment Report for Quarter ending September 2022

Daniel Lopez made a motion to approve and Ray Williams second.
All in favor, motion carries.

Item #2: Consideration and possible action to approve Ordinance 2022-11-001 for the first amendment to the 2022-2023 Operating Budget.

Daniel Lopez made the motion to approve and Ray Williams second.
All in Favor, none opposed, motion carries.

Item #3: Discussion of Home Rule Charter Commission.

Jason Arnold gave brief overview of the committee, one nominee per councilmember. Plan to have nominees to vote on at next council meeting.

Item #4: Consideration and possible action to approve a lease agreement of Neches Pines Golf Course, by and between WHGC, LLC, (“Lessee”), and the City of Diboll, (“Lessor”).

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

Item #5: Consideration and possible action to approve Ordinance 2022-11-002; modification of the City of Diboll’s Ordinance pertaining to industrial utility users.

Daniel Lopez made the motion to approve and Ray Williams second.
All in Favor, none opposed, motion carries.

Item #6: Consideration and possible action to approve Ordinance 2022-11-003; an Ordinance amending the Code of Ordinances of the City of Diboll (Chapter 4 – Animals and Fowl).

Ray Williams made the motion to approve and Daniel Lopez second.
All in Favor, none opposed, motion carries.

Item #7: Consideration and possible action to approve the Hometown Heroes Program. A scholarship program designed to recruit, sponsor, train and employ Diboll's best and brightest to serve as officers in the Diboll Police Department.

Jason Arnold and Michael Skillern gave brief information on the program.
Ray Williams made the motion to approve and Ruben Terrazas second.
All in Favor, none opposed, motion carries.

Item #8: DEPARTMENT HEAD REPORTS

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

Item #9: The Diboll City Council will convene into a closed Executive Session, in accordance with Open Meetings Act, Chapter 551, Texas Government Code 551.074, for the purpose of discussing City Attorney, John Sloan’s resignation and potential candidates for vacant city attorney position.

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

Start: 6:09pm

Council reconvened at 6:16p.m. into open session following closed door session.

Item #10: Consideration and possible action to accept City Attorney, John Sloan’s resignation.

Daniel Lopez made the motion to approve and Ray Williams second.
All in Favor, none opposed, motion carries.

Item #11: Consideration and possible action to appoint City of Diboll City Attorney.

Seth Elmore as candidate for City Attorney position.
Ray Williams made the motion to approve and Daniel Lopez second.
All in Favor, none opposed, motion carries.

Adjournment

Mayor Wilkerson called to adjourn at 6:17p.m.

Minutes of the October 11, 2022 Regular Session Meeting approved by council on this the 13th day of December, 2022.

ATTEST BY:

Rosa M. Olvera, City Secretary



Trey Wilkerson, Mayor

STATE OF TEXAS §
ANGELINA COUNTY §
CITY OF DIBOLL §

City of Diboll
 Financial Statement
 As of November 30, 2022

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01 - General Fund	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Revenue Summary							
Licenses & Permits	1,462.65	1,259.95	202.70	3,581.23	15,119.41	23.69%	11,538.18
Fines and Fees	20,501.99	40,458.33	(19,956.34)	40,968.83	485,500.00	8.44%	444,531.17
Franchise Tax	17,413.52	33,330.81	(15,917.29)	30,286.01	399,969.77	7.57%	369,683.76
Property Tax	83,919.64	107,799.45	(23,879.81)	94,017.27	1,293,593.32	7.27%	1,199,576.05
Sales Tax	73,148.99	51,409.09	21,739.90	122,670.89	616,909.05	19.88%	494,238.16
Interest	452.57	208.33	244.24	1,572.16	2,500.00	62.89%	927.84
Charges for Service	0.00	416.67	(416.67)	500.00	5,000.00	10.00%	4,500.00
Miscellaneous	1,392.11	83.33	1,308.78	612.01	1,000.00	61.20%	387.99
Penalties & Interest	(163.89)	0.00	(163.89)	(163.89)	0.00	0.00%	163.89
Contributions & Grants	0.00	866.67	(866.67)	0.00	10,400.00	0.00%	10,400.00
Revenue Totals	<u>198,127.58</u>	<u>235,832.63</u>	<u>(37,705.05)</u>	<u>294,044.51</u>	<u>2,829,991.55</u>	<u>10.39%</u>	<u>2,535,947.04</u>
Expense Summary							
Insurance	0.00	5,766.08	(5,766.08)	56,219.97	69,193.10	81.25%	12,973.13
Fines & Fees	0.00	37.50	(37.50)	0.00	450.00	0.00%	450.00
Administrative	8,398.98	21,841.74	(13,442.76)	51,092.87	262,101.00	19.49%	211,008.13
Contractual & Professional Services	49,917.29	20,388.25	29,529.04	58,945.91	244,659.00	24.09%	185,713.09
Intergov't Contracts	1,750.00	14,146.00	(12,396.00)	3,500.00	169,751.94	2.06%	166,251.94
Utility	4,535.00	6,614.33	(2,079.33)	11,468.06	79,372.00	14.45%	67,903.94
Repairs & Maintenance	8,198.41	18,966.66	(10,768.25)	18,296.11	227,600.00	8.04%	209,303.89
Materials & Supplies	14,335.88	16,505.86	(2,169.98)	24,481.25	198,070.53	12.36%	173,589.28
Miscellaneous	414.93	291.67	123.26	221.96	3,500.00	6.34%	3,278.04
Payroll Expense	186,235.73	173,676.34	12,559.39	376,194.20	2,084,115.94	18.05%	1,707,921.74
Personnel	2,619.28	3,329.18	(709.90)	6,456.30	39,950.00	16.16%	33,493.70
Transfers	0.00	(58,247.66)	58,247.66	0.00	(698,972.00)	0.00%	(698,972.00)
Grant Expense	0.00	1,083.33	(1,083.33)	0.00	13,000.00	0.00%	13,000.00
Capital Purchase	2,550.00	10,625.00	(8,075.00)	19,290.00	127,500.00	15.13%	108,210.00
Expense Totals	<u>278,955.50</u>	<u>235,024.28</u>	<u>43,931.22</u>	<u>626,166.63</u>	<u>2,820,291.51</u>	<u>22.20%</u>	<u>2,194,124.88</u>

City of Diboll
 Financial Statement
 As of November 30, 2022

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02 - Utility Fund	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Revenue Summary							
Charges for Service	239,259.29	275,759.75	(36,500.46)	465,625.16	3,309,117.00	14.07%	2,843,491.84
Penalties & Interest	16,933.79	2,083.33	14,850.46	35,360.61	25,000.00	141.44%	(10,360.61)
Fines and Fees	212.60	83.33	129.27	499.26	1,000.00	49.93%	500.74
Interest	0.00	25.00	(25.00)	1,001.86	300.00	333.95%	(701.86)
Miscellaneous	1,652.97	0.00	1,652.97	2,015.72	0.00	0.00%	(2,015.72)
Revenue Totals	<u>258,058.65</u>	<u>277,951.41</u>	<u>(19,892.76)</u>	<u>504,502.61</u>	<u>3,335,417.00</u>	<u>15.13%</u>	<u>2,830,914.39</u>
Expense Summary							
Insurance	0.00	2,194.66	(2,194.66)	27,328.66	26,335.98	103.77%	(992.68)
Administrative	13,562.09	5,076.84	8,485.25	13,881.08	60,922.00	22.79%	47,040.92
Capital Purchase	0.00	2,166.67	(2,166.67)	0.00	26,000.00	0.00%	26,000.00
Contractual & Professional Services	85,858.31	74,154.16	11,704.15	144,849.04	889,850.00	16.28%	745,000.96
Utility	10,043.52	12,515.00	(2,471.48)	20,790.64	150,180.00	13.84%	129,389.36
Repairs & Maintenance	9,649.54	22,750.01	(13,100.47)	22,492.45	273,000.00	8.24%	250,507.55
Materials & Supplies	12,666.48	15,920.00	(3,253.52)	24,305.81	191,040.00	12.72%	166,734.19
Payroll Expense	50,910.35	47,362.81	3,547.54	101,810.27	568,353.74	17.91%	466,543.47
Personnel	0.00	424.99	(424.99)	33.75	5,100.00	0.66%	5,066.25
Fines & Fees	885.86	780.00	105.86	1,775.22	9,360.00	18.97%	7,584.78
Intergov't Contracts	24.85	1,250.00	(1,225.15)	392.45	15,000.00	2.62%	14,607.55
Transfers	0.00	93,012.46	(93,012.46)	0.00	1,116,149.50	0.00%	1,116,149.50
Expense Totals	<u>183,601.00</u>	<u>277,607.60</u>	<u>(94,006.60)</u>	<u>357,659.37</u>	<u>3,331,291.22</u>	<u>10.74%</u>	<u>2,973,631.85</u>

City of Diboll
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03 - Recreation Fund	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Revenue Summary							
Rentals & Leases	12,352.94	4,841.66	7,511.28	13,602.94	58,100.00	23.41%	44,497.06
Charges for Service	135.00	0.00	135.00	185.00	0.00	0.00%	(185.00)
Revenue Totals	<u>12,487.94</u>	<u>4,841.66</u>	<u>7,646.28</u>	<u>13,787.94</u>	<u>58,100.00</u>	<u>23.73%</u>	<u>44,312.06</u>
Expense Summary							
Insurance	0.00	52.51	(52.51)	675.93	630.13	107.27%	(45.80)
Administrative	0.00	275.84	(275.84)	266.11	3,310.00	8.04%	3,043.89
Contractual & Professional Services	60.00	379.17	(319.17)	200.00	4,550.00	4.40%	4,350.00
Utility	5,243.04	4,437.28	805.76	10,649.07	53,247.40	20.00%	42,598.33
Repairs & Maintenance	378.53	2,900.00	(2,521.47)	3,286.49	34,800.00	9.44%	31,513.51
Materials & Supplies	0.00	33.33	(33.33)	0.00	400.00	0.00%	400.00
Payroll Expense	3,988.96	3,552.03	436.93	7,645.11	42,624.40	17.94%	34,979.29
Transfers	0.00	(6,850.00)	6,850.00	0.00	(82,200.00)	0.00%	(82,200.00)
Expense Totals	<u>9,670.53</u>	<u>4,780.16</u>	<u>4,890.37</u>	<u>22,722.71</u>	<u>57,361.93</u>	<u>39.61%</u>	<u>34,639.22</u>

City of Diboll
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05 - Restricted Fund	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Expense Summary							
Grant Expense	12,163.00	5,000.00	7,163.00	12,789.26	60,000.00	21.32%	47,210.74
Project Expense	0.00	100.00	(100.00)	0.00	1,200.00	0.00%	1,200.00
Expense Totals	<u>12,163.00</u>	<u>5,100.00</u>	<u>7,063.00</u>	<u>12,789.26</u>	<u>61,200.00</u>	<u>20.90%</u>	<u>48,410.74</u>
Revenue Summary							
Miscellaneous	0.00	100.00	(100.00)	0.00	1,200.00	0.00%	1,200.00
Revenue Totals	<u>0.00</u>	<u>100.00</u>	<u>(100.00)</u>	<u>0.00</u>	<u>1,200.00</u>	<u>0.00%</u>	<u>1,200.00</u>

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06 - Hotel/Motel Tax Fund	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Revenue Summary							
Hotel Motel Tax	3,672.07	1,666.67	2,005.40	3,672.07	20,000.00	18.36%	16,327.93
Revenue Totals	<u>3,672.07</u>	<u>1,666.67</u>	<u>2,005.40</u>	<u>3,672.07</u>	<u>20,000.00</u>	<u>18.36%</u>	<u>16,327.93</u>
Expense Summary							
Administrative	0.00	333.33	(333.33)	0.00	4,000.00	0.00%	4,000.00
Transfers	0.00	5,500.00	(5,500.00)	0.00	66,000.00	0.00%	66,000.00
Expense Totals	<u>0.00</u>	<u>5,833.33</u>	<u>(5,833.33)</u>	<u>0.00</u>	<u>70,000.00</u>	<u>0.00%</u>	<u>70,000.00</u>

City of Diboll
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07 - Seized Fund	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Revenue Summary							
Interest	0.68	0.00	0.68	1.32	0.00	0.00%	(1.32)
Revenue Totals	0.68	0.00	0.68	1.32	0.00	0.00%	(1.32)

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09 - MC Security Fund	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Revenue Summary							
Fines and Fees	538.93	583.33	(44.40)	1,083.36	7,000.00	15.48%	5,916.64
Revenue Totals	<u>538.93</u>	<u>583.33</u>	<u>(44.40)</u>	<u>1,083.36</u>	<u>7,000.00</u>	<u>15.48%</u>	<u>5,916.64</u>
Expense Summary							
Transfers	0.00	583.33	(583.33)	0.00	7,000.00	0.00%	7,000.00
Expense Totals	<u>0.00</u>	<u>583.33</u>	<u>(583.33)</u>	<u>0.00</u>	<u>7,000.00</u>	<u>0.00%</u>	<u>7,000.00</u>

City of Diboll
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10 - MC Tech Fund	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Revenue Summary							
Fines and Fees	474.70	583.33	(108.63)	956.71	7,000.00	13.67%	6,043.29
Revenue Totals	<u>474.70</u>	<u>583.33</u>	<u>(108.63)</u>	<u>956.71</u>	<u>7,000.00</u>	<u>13.67%</u>	<u>6,043.29</u>
Expense Summary							
Utility	0.00	422.50	(422.50)	0.00	5,070.00	0.00%	5,070.00
Expense Totals	<u>0.00</u>	<u>422.50</u>	<u>(422.50)</u>	<u>0.00</u>	<u>5,070.00</u>	<u>0.00%</u>	<u>5,070.00</u>

City of Diboll
 Financial Statement
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11 - PEG Fund	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Revenue Summary							
Franchise Tax	0.00	333.33	(333.33)	0.00	4,000.00	0.00%	4,000.00
Revenue Totals	0.00	333.33	(333.33)	0.00	4,000.00	0.00%	4,000.00

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12 - Red Light Fund	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Revenue Summary							
Interest	17.84	0.00	17.84	33.82	0.00	0.00%	(33.82)
Revenue Totals	<u>17.84</u>	<u>0.00</u>	<u>17.84</u>	<u>33.82</u>	<u>0.00</u>	<u>0.00%</u>	<u>(33.82)</u>
Expense Summary							
Transfers	0.00	2,083.33	(2,083.33)	0.00	25,000.00	0.00%	25,000.00
Expense Totals	<u>0.00</u>	<u>2,083.33</u>	<u>(2,083.33)</u>	<u>0.00</u>	<u>25,000.00</u>	<u>0.00%</u>	<u>25,000.00</u>

City of Diboll
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13 - Debt Service Fund	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Revenue Summary							
Property Tax	9,493.18	12,109.90	(2,616.72)	12,549.50	145,318.75	8.64%	132,769.25
Interest	55.04	0.00	55.04	103.13	0.00	0.00%	(103.13)
Revenue Totals	<u>9,548.22</u>	<u>12,109.90</u>	<u>(2,561.68)</u>	<u>12,652.63</u>	<u>145,318.75</u>	<u>8.71%</u>	<u>132,666.12</u>
Expense Summary							
Bond Expense	0.00	50,439.03	(50,439.03)	0.00	605,268.25	0.00%	605,268.25
Fines & Fees	0.00	125.00	(125.00)	0.00	1,500.00	0.00%	1,500.00
Transfers	0.00	(36,202.29)	36,202.29	0.00	(434,427.50)	0.00%	(434,427.50)
Note Expense	0.00	1,914.83	(1,914.83)	0.00	22,978.00	0.00%	22,978.00
Expense Totals	<u>0.00</u>	<u>16,276.57</u>	<u>(16,276.57)</u>	<u>0.00</u>	<u>195,318.75</u>	<u>0.00%</u>	<u>195,318.75</u>

City of Diboll
 Financial Statement
 As of November 30, 2022

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14 - Endowment Fund	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Revenue Summary							
Interest	0.00	670.83	(670.83)	0.00	8,050.00	0.00%	8,050.00
Revenue Totals	<u>0.00</u>	<u>670.83</u>	<u>(670.83)</u>	<u>0.00</u>	<u>8,050.00</u>	<u>0.00%</u>	<u>8,050.00</u>
Expense Summary							
Transfers	0.00	670.83	(670.83)	0.00	8,050.00	0.00%	8,050.00
Expense Totals	<u>0.00</u>	<u>670.83</u>	<u>(670.83)</u>	<u>0.00</u>	<u>8,050.00</u>	<u>0.00%</u>	<u>8,050.00</u>

City of Diboll
 Financial Statement
 As of November 30, 2022

12/6/2022 11:45 AM

16 - MC Local Truancy Prevention & Diversion Fund	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Revenue Summary							
Fines and Fees	481.30	666.67	(185.37)	962.71	8,000.00	12.03%	7,037.29
Revenue Totals	<u>481.30</u>	<u>666.67</u>	<u>(185.37)</u>	<u>962.71</u>	<u>8,000.00</u>	<u>12.03%</u>	<u>7,037.29</u>

City of Diboll
 Financial Statement
 As of November 30, 2022

12/6/2022 11:45 AM

17 - MC Municipal Jury Fund	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Revenue Summary							
Fines and Fees	9.63	12.50	(2.87)	19.26	150.00	12.84%	130.74
Revenue Totals	<u>9.63</u>	<u>12.50</u>	<u>(2.87)</u>	<u>19.26</u>	<u>150.00</u>	<u>12.84%</u>	<u>130.74</u>
Expense Summary							
Transfers	0.00	33.33	(33.33)	0.00	400.00	0.00%	400.00
Expense Totals	<u>0.00</u>	<u>33.33</u>	<u>(33.33)</u>	<u>0.00</u>	<u>400.00</u>	<u>0.00%</u>	<u>400.00</u>

City of Diboll
 Financial Statement
 As of November 30, 2022

12/6/2022 11:45 AM

18 - Keep Diboll Beautiful	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Expense Summary							
Project Expense	0.00	2,903.45	(2,903.45)	1,782.58	34,841.38	5.12%	33,058.80
Expense Totals	0.00	2,903.45	(2,903.45)	1,782.58	34,841.38	5.12%	33,058.80

City of Diboll
 Financial Statement
 As of November 30, 2022

19 - Street Project Fund	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Revenue Summary							
Interest	62.62	0.00	62.62	119.98	0.00	0.00%	(119.98)
Revenue Totals	<u>62.62</u>	<u>0.00</u>	<u>62.62</u>	<u>119.98</u>	<u>0.00</u>	<u>0.00%</u>	<u>(119.98)</u>

City of Diboll
 Financial Statement
 As of November 30, 2022

50 - Restricted Project Fund	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Expense Summary							
Transfers	0.00	(6,917.42)	6,917.42	0.00	(83,009.13)	0.00%	(83,009.13)
Expense Totals	<u>0.00</u>	<u>(6,917.42)</u>	<u>6,917.42</u>	<u>0.00</u>	<u>(83,009.13)</u>	<u>0.00%</u>	<u>(83,009.13)</u>

City of Diboll
 Financial Statement
 As of November 30, 2022

55 - ARP Funds	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Revenue Summary							
Interest	435.96	0.00	435.96	852.69	0.00	0.00%	(852.69)
Revenue Totals	<u>435.96</u>	<u>0.00</u>	<u>435.96</u>	<u>852.69</u>	<u>0.00</u>	<u>0.00%</u>	<u>(852.69)</u>
Expense Summary							
Project Expense	156.79	0.00	156.79	156.79	0.00	0.00%	(156.79)
Expense Totals	<u>156.79</u>	<u>0.00</u>	<u>156.79</u>	<u>156.79</u>	<u>0.00</u>	<u>0.00%</u>	<u>(156.79)</u>

DIBOLL CITY COUNCIL 12-MONTH ATTENDANCE RECORD

Council Member	8/10/2021	8/24/212	9/14/2021	9/21/2021	9/30/2021	10/6/2021	10/12/2021	11/9/2021	12/14/2021	1/11/2022	2/8/2022	3/8/2022
Brian Moreno	0	0	0	0	0	0	0	0	0	0	0	0
Ruben Terrazas	0	0	0	0	0	0	0	0	0	0	0	0
Daniel Lopez	0	0	0	0	0	0	0	0	1	0	1	0
Ray Williams, Jr.												
Benita Sheffield Duffield	0	0	0	0	0	0	0	0	0	0	0	0
Luis Maldonado	0	1	0	0	0	0	0	0	1	0	0	0
Trey Wilkerson	0	0	0	0	0	0	0	0	0	0	0	0
Total Absences	0	1	0	0	0	0	0	0	2	0	1	0

Council Member	4/12/2022	5/10/2022	5/18/2022	6/14/2022	6/21/2022	7/12/2022	7/13/2022	8/9/2022	9/13/2022	10/11/2022	11/15/2022	TOTAL TO-DATE
Brian Moreno	0	0	0	0	0	0	0	0	0	0	1	1
Ruben Terrazas	0	0	1	0	0	1	1	0	0	1	0	4
Daniel Lopez	0	0	0	0	0	1	1	0	0	0	0	4
Ray Williams, Jr.		0	0	0	0	0	0	0	0	0	0	0
Benita Sheffield Duffield	0	0	0	0	0	0	0	0	0	0	1	1
Luis Maldonado	0	0	0	1	0	1	0	0	0	0	1	5
Trey Wilkerson	0	0	0	0	0	0	0	0	0	0	0	0
Total Absences	0	0	1	1	0	3	2	0	0	1	3	15



Rosa M Olvera



**NOMINATIONS FOR THE
CITY OF DIBOLL
HOME RULE CHARTER REVIEW COMMISSION**

Each member of council to nominate one citizen each for this commission.

Name	# of VOTES
1. _____ Mayor Trey Wilkerson - Mayor	_____
2. _____ Mayor Pro Tem, Daniel Lopez – District 4	_____
3. _____ Brian Moreno – District 1	_____
4. _____ Luis Maldonado – District 2	_____
5. _____ Benita Sheffield Duffield – District 3	_____
6. _____ Ruben Terrazas – At Large Place 5	_____
7. _____ Ray Williams, Jr. – At Large Place 6	_____

Trey Wilkerson, Mayor

December 13, 2022

DIBOLL, TX MUNICIPAL COURT

Fees and Fines Collection & Activity Report

As of November 30, 2022



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 2022	
Citations Assigned	0
Amount Assigned	\$0
Citations Collected	26
Amount Collected	\$8,042
Citations Cancelled	6
Amount Cancelled	\$2,400
Citations Resolved	32
Amount Resolved	\$10,442

Collection Disposition Summary - Contract to Date	
Citations Assigned	28,780
Amount Assigned	\$9,933,751
Citations Adjusted	1,629
Amount Adjusted	(\$67,647)
Citations Collected	5,596
Amount Collected	\$1,832,146
Citations Cancelled	1,041
Amount Cancelled	\$368,589
Citations Resolved	6,637
Amount Resolved	\$2,200,734
Dollar Resolution Rate	22.8%

Collection Activity - November 2022		
Letters		2
Address/Phone Updated		16
Phone Activity	Inbound	0
	Outbound	626

Collection Activity - Contract to Date		
Letters		60,053
Address/Phone Updated		12,094
Phone Activity	Inbound	3,881
	Outbound	203,287

Status of Open Accounts

Status	Count	Amount
ACT - Active Account	21,827	\$7,486,430
ATT - Attorney Contact Only	5	\$1,437
BKR - Bankruptcy	2	\$712
CAD - Cease And Desist Demand	3	\$1,244
DEC - Deceased No Estate Or Beyond Claim	112	\$36,500
DIS - Disputed	20	\$6,475
INC - Incarcerated	84	\$27,650
PRM - Promise Payment	104	\$34,151
REF - Refuse To Pay	11	\$3,678
SKP - Skip Tracing for Phone	21	\$6,960
SWC - Stop Work Per Client	160	\$37,723
SWF - Stop Work Per Firm	1	\$432
Total	22,350	\$7,643,393

Monthly Collection Activity Last 24 Months

Year	Month	Letters Mailed	Address/Phone Updated	Phone Activity		Dollars Collected
				Inbound	Outbound	
2022	November	2	16	0	626	\$8,042
	October	8	30	4	708	\$14,962
	September	654	41	15	727	\$15,982
	August	440	105	16	775	\$17,419
	July	9	28	6	1,066	\$18,665
	June	92	18	11	1,407	\$26,432
	May	5	30	11	1,328	\$30,224
	April	181	24	20	1,365	\$67,268
	March	53	15	70	1,601	\$25,600
	February	6,283	8	100	1,292	\$27,011
	January	519	407	47	1,564	\$12,779
2021	December	115	25	14	2,079	\$26,162
	November	215	41	39	2,685	\$43,323
	October	588	82	76	1,577	\$0
	September	2,352	126	60	1,152	\$24,620
	August	972	310	63	1,185	\$21,128
	July	71	169	45	1,664	\$34,447
	June	883	234	114	1,522	\$78,143
	May	165	32	10	1,495	\$0
	April	202	32	11	1,099	\$108,963
	March	327	39	144	874	\$26,018
	February	4,375	288	44	752	\$21,216
	January	900	565	95	1,317	\$14,323
2020	December	15	33	5	1,570	\$19,928
	November	105	28	43	1,897	\$26,412
Total*		19,531	2,726	1,063	33,327	\$709,068

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

Portfolio Analysis Outstanding Placements

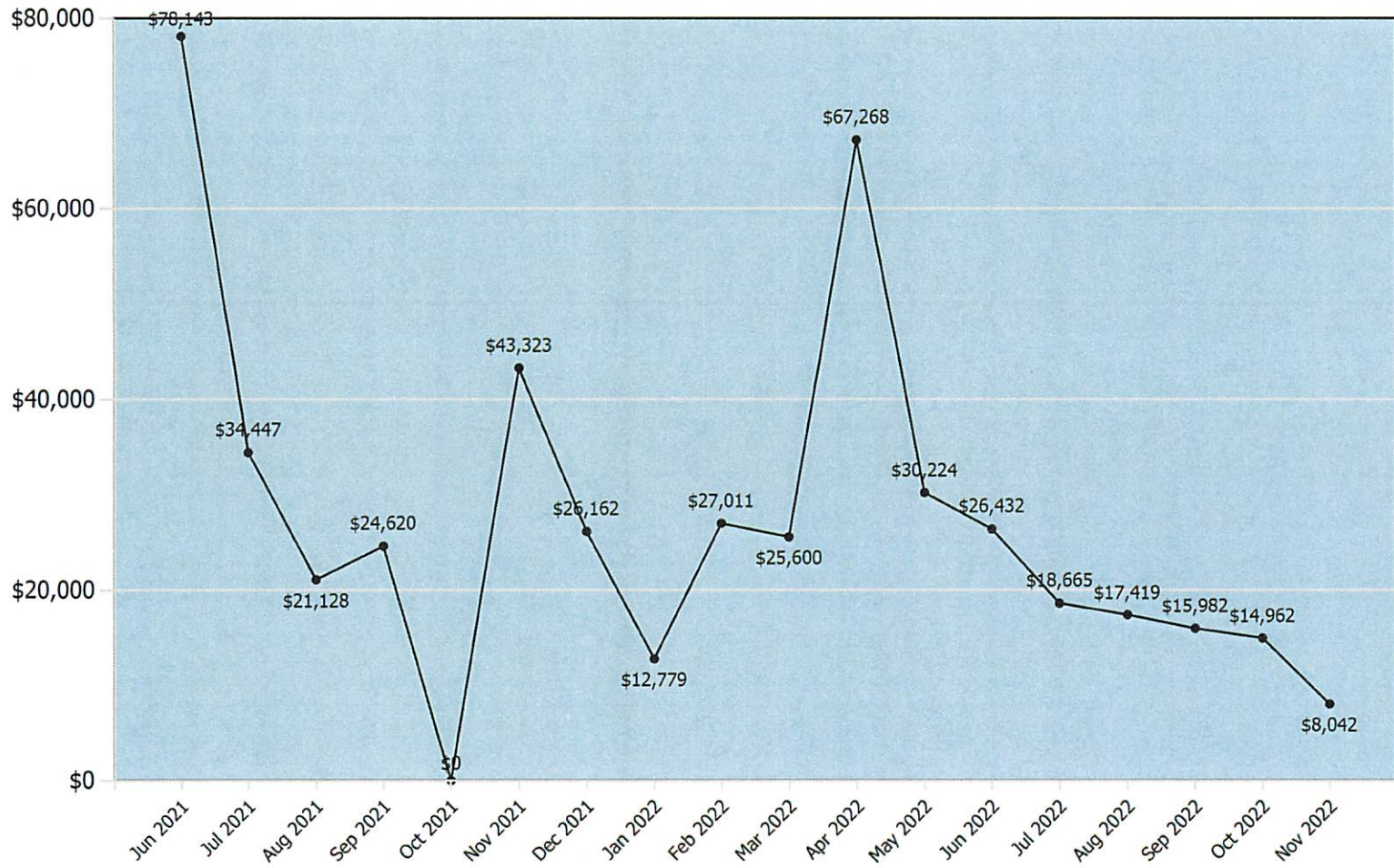
	Accounts	Dollars	Acct. Pct.	Dollar Pct.	Average Balance
ALL ACCOUNTS	22,350	\$7,643,392.58	100.00%	100.00%	\$341.99
ADDRESSES					
No Mailing Address	26	\$8,751.70	0.12%	0.11%	\$336.60
Returned Mail	2,993	\$993,623.69	13.39%	13.00%	\$331.98
Good Address	19,331	\$6,641,017.19	86.49%	86.89%	\$343.54
OFFENSE AGE					
One Year or Less	827	\$333,389.17	3.70%	4.36%	\$403.13
1-2 Years	1,708	\$675,318.90	7.64%	8.84%	\$395.39
2-3 Years	830	\$330,154.18	3.71%	4.32%	\$397.78
+3 Years	18,985	\$6,304,530.33	84.94%	82.48%	\$332.08
PLACEMENT AGE					
One Year or Less	1,361	\$541,603.57	6.09%	7.09%	\$397.95
1-2 Years	1,575	\$625,349.34	7.05%	8.18%	\$397.05
2-3 Years	1,158	\$444,395.68	5.18%	5.81%	\$383.76
+3 Years	18,256	\$6,032,043.99	81.68%	78.92%	\$330.41

Offense Age of Placements Last 13 Months

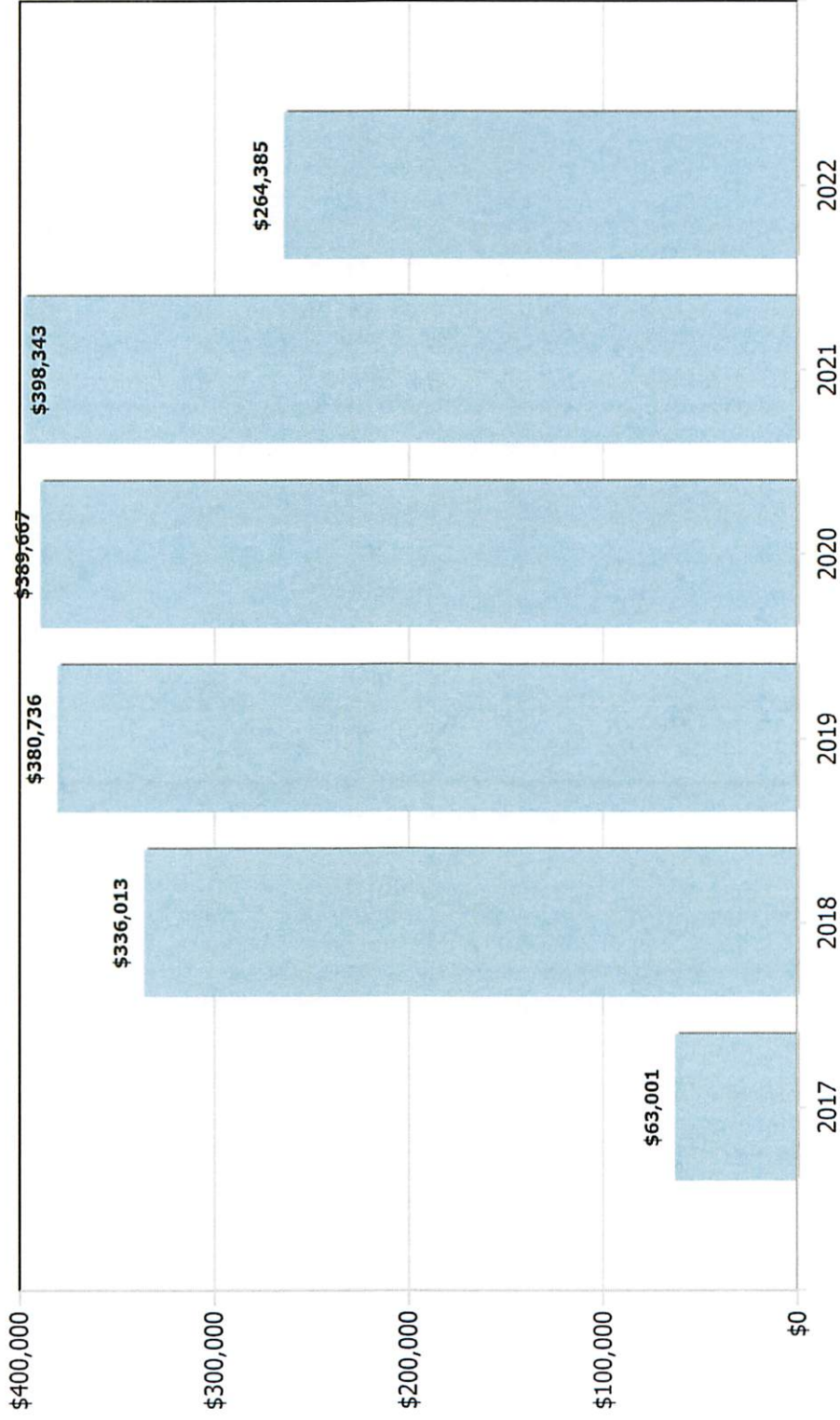
	2015 & PRIOR	2016	2017	2018	2019	2020	2021	2022	Total Placements
November 2022	-	-	-	-	-	-	-	-	0
October 2022	-	-	-	-	-	-	-	-	0
September 2022	-	-	-	-	-	-	34	460	494
							6.88%	93.12%	
August 2022	-	-	-	-	-	-	-	131	131
								100.00%	
July 2022	-	-	-	-	-	1	275	125	401
						0.25%	68.58%	31.17%	
June 2022	-	-	-	-	-	-	-	-	0
May 2022	-	-	-	-	-	-	-	-	0
April 2022	-	-	-	-	-	-	79	-	79
							100.00%		
March 2022	-	-	-	-	-	-	261	10	271
							96.31%	3.69%	
February 2022	-	-	-	-	-	-	-	-	0
January 2022	-	-	-	-	-	-	-	-	0
December 2021	-	-	-	-	-	-	28	-	28
							100.00%		
November 2021	-	-	-	-	-	-	152	-	152
							100.00%		

Placement Activity Summary Contract to Date								
Year	Month	Count #	Orig Placement \$	Cancelled \$	Adjustment \$	Net Placement \$	Collected \$	Collected %
2022 Summary	November	0	\$0	\$0	\$0	\$0	\$0	0.00%
	October	0	\$0	\$0	\$0	\$0	\$0	0.00%
	September	494	\$198,064	\$437	\$0	\$197,627	\$460	0.23%
	August	131	\$52,798	\$0	\$15	\$52,813	\$883	1.67%
	July	401	\$158,509	\$1,570	\$60	\$156,999	\$2,289	1.46%
	June	0	\$0	\$0	\$0	\$0	\$0	0.00%
	May	0	\$0	\$0	\$0	\$0	\$0	0.00%
	April	79	\$31,857	\$0	\$0	\$31,857	\$828	2.60%
	March	271	\$107,470	\$1,789	\$0	\$105,681	\$3,535	3.34%
	February	0	\$0	\$0	\$0	\$0	\$0	0.00%
	January	0	\$0	\$0	\$0	\$0	\$0	0.00%
		1,376	\$548,697	\$3,796	\$75	\$544,976	\$7,994	1.47%
2021 Summary	December	28	\$10,825	\$0	\$0	\$10,825	\$1,240	11.46%
	November	152	\$59,088	\$1,218	(\$486)	\$57,383	\$6,145	10.71%
	October	275	\$108,759	\$371	(\$122)	\$108,266	\$8,219	7.59%
	September	233	\$92,817	\$1,565	(\$808)	\$90,445	\$11,493	12.71%
	August	302	\$121,429	\$885	(\$332)	\$120,212	\$10,898	9.07%
	July	186	\$73,659	\$438	(\$796)	\$72,426	\$5,501	7.60%
	June	7	\$2,955	\$438	\$30	\$2,547	\$1,738	68.25%
	May	8	\$3,154	\$0	\$0	\$3,154	\$0	0.00%
	April	45	\$18,702	\$0	\$0	\$18,702	\$402	2.15%
	March	238	\$95,372	\$425	(\$222)	\$94,725	\$11,838	12.50%
	February	134	\$54,116	\$0	(\$212)	\$53,904	\$6,535	12.12%
January	141	\$56,151	\$0	(\$696)	\$55,455	\$10,751	19.39%	
		1,749	\$697,027	\$5,340	(\$3,644)	\$688,043	\$74,760	10.87%
2020 Summary	December	47	\$19,170	\$0	\$30	\$19,200	\$2,512	13.08%
	November	17	\$6,828	\$0	(\$198)	\$6,629	\$2,731	41.19%
		1,370	\$533,385	\$12,028	(\$4,671)	\$516,687	\$99,972	19.35%
2019 Summary		2,114	\$792,156	\$17,144	(\$9,093)	\$765,919	\$178,232	23.27%
2018 Summary		878	\$331,523	\$11,859	(\$3,333)	\$316,332	\$98,274	31.07%
2017 Summary		21,293	\$7,030,961	\$329,571	(\$46,981)	\$6,654,410	\$1,383,460	20.79%

Monthly Collections Last 18 Months

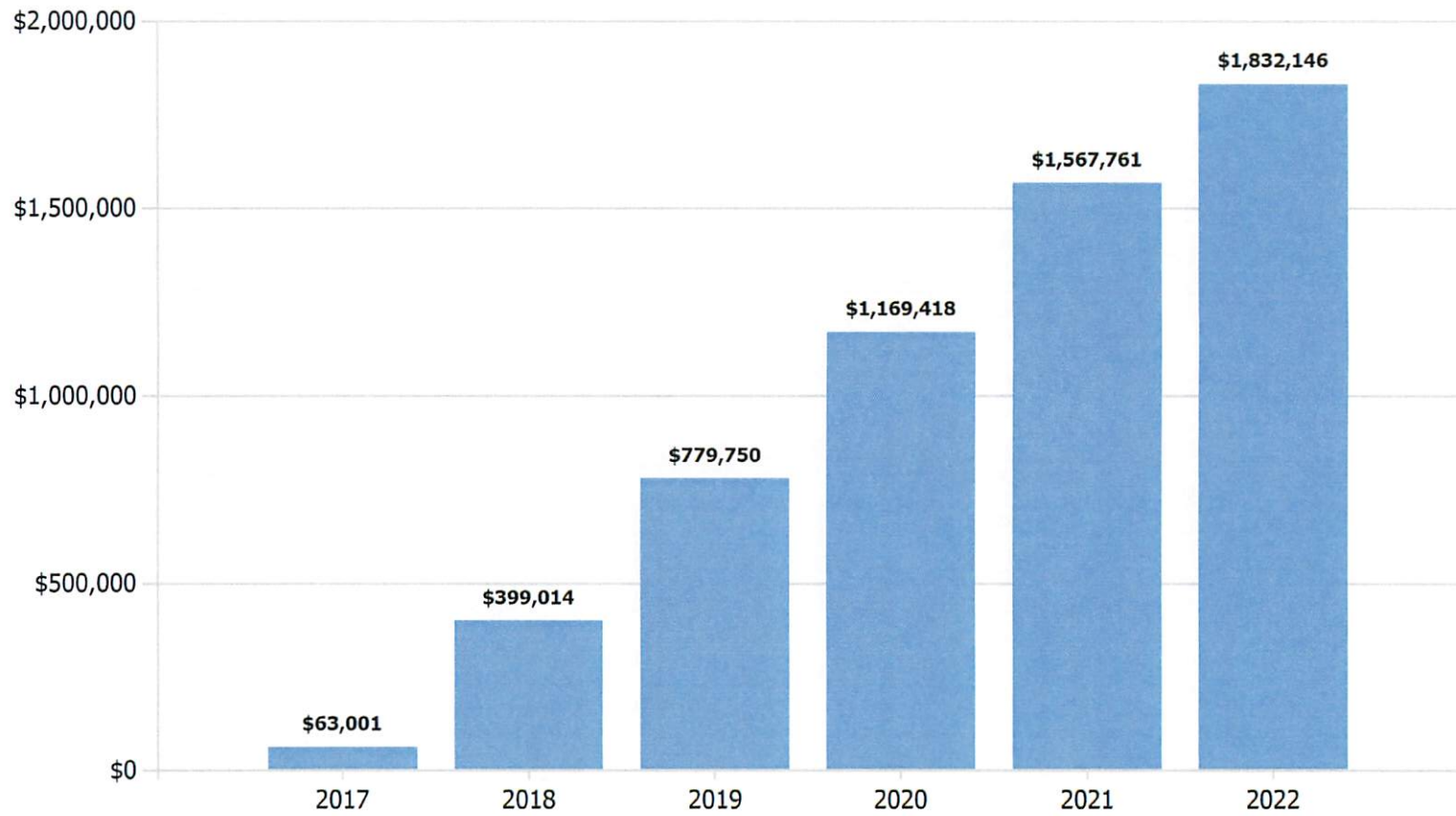


Delinquent Court Fees & Fines Annual Collections Last 6 Years



***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

City of Diboll

Delinquent Tax Collection Report

Reporting Period

July 1, 2021 through June 30, 2022

Contact

James Guest, Partner
James.guest@lgbs.com
Phone 936.639.5040

Janet Freeman, Area Manager
Janet.Freeman@lgbs.com
Phone 936.639.5040

Ashley Rains, File Manager
Ashley.Rains@lgbs.com
Phone 936.639.5040



1316 South John Redditt Dr. | Lufkin, Texas 75904 | 936.639.5040

The following is a detailed report of the collection process and results that the Linebarger Law Firm has achieved for City of Diboll for the period of July 1, 2021 – June 30, 2022. Should the Council have any questions regarding our various collection methods, litigation processes, and/or our collection results, Attorney James Guest and area manager Janet Freeman are always available for a more thorough discussion.

Mailings

Experts in Delinquent Tax Collections

During this reporting period, our law firm has implemented its mailing program to ensure that delinquent taxpayers are aware that they owe taxes to the City of Diboll. We have mailed 491 warning notice letters in increasing severity of tone to delinquent taxpayers requesting the payment of over \$407,600.00. The goal is for every taxpayer on your delinquent roll with a current address to receive correspondence from us several times.

MAILING DATE	STATEMENTS MAILED	TYPE OF LETTER	BASE TAX & P&I
July 1, 2021 – June 30, 2022			
07/19/2021	155	Tax Lien Notice	\$119,877.24
09/08/2021	138	Tax Lien Enforcement	\$116,775.76
11/12/2021	117	Candidate for Suit	\$95,231.95
03/10/2022	81	Delinquent Tax Warning	\$75,744.20

A special mailing was sent by this firm upon request from Angelina County Tax Assessor-Collector in March 2022 to notify homeowners of the *American Rescue Plan*, whereby funds were available through the Homeowner Assistance Fund to help homeowners pay delinquent property taxes should they qualify for this assistance. This mailing included 99 letters involving over \$107,600.00 in delinquent taxes to homeowners for City of Diboll.

Litigation

Delinquent Tax Roll Review

We have a strong relationship with the Angelina County Tax Office, whom we assist in identifying accounts that are currently (1) in payment agreements, (2) involved in open bankruptcy proceedings, and/or (3) in active Deferral status. We ensure these accounts are updated with both the Appraisal District and the Tax Office to mitigate collection activity while the accounts are on hold. (Maintaining accurate and updated records is paramount to a successful collection program.)

Open Suits Summary By Litigation Status

Law suits must be filed when mailings are not productive. A total of **8 suits** were filed within the reporting period to include:

Payment Agreements	1 Suit
Awaiting Service	5 Suits
Judgment Entered	1 Suit
Set for Trial	1 Suits

Currently there are **34** pending law suits for City of Diboll.

Tax Sales/Resales

Fiscal Year	Offered	Sold	Pulled	Paid/ Agreement	Struck off	Tax Revenue Generated
09/07/2021	2	2	0	0	0	\$57,300.00

Top 10 Delinquent Accounts

In order to maximize our collection efforts on behalf of the City of Diboll, our law firm regularly monitors and reviews the delinquent accounts on your tax roll. We always try to target the largest delinquent accounts first and work down the roll by descending dollar amount. Below is a list of the top 10 delinquent tax accounts for the City of Diboll.

TOP 10 ACCOUNTS CITY OF DIBOLL (AS OF JULY 13, 2022)				
	Name	ACCOUNT #	Base Tax	Current Status
1	XXXXXXXX	46511	\$10,659.06	Deferral Removed, Title Order/Law Suit Filed
2	XXXXXXXX	46805	\$6,391.46	HS/OV/65 Deferral
3	XXXXXXXX	12344	\$4,817.16	HS/OV/65 Deferral
4	XXXXXXXX	124021	\$4,017.15	NOIS Letter Mailed/Suit filing pending
5	XXXXXXXX	53624	\$3,173.25	HS/DP/Deferral
6	XXXXXXXX	46778	\$2,895.02	HS/OV65/Deferral
7	XXXXXXXX	136513	\$2,768.37	Law Suit/Pmt Agrmt - paid in full 8/15/22 By American Rescue Plan
8	XXXXXXXX	45420	\$2,585.72	HS/DP/Deferral
9	XXXXXXXX	19301 & 19303	\$2,534.34	Pmt Agrmt Defaulted/New Suit Filing Pending
10	XXXXXXXX	60796	\$2,507.17	Law Suit - Judgment - Tax Sale Sold Dec 6th

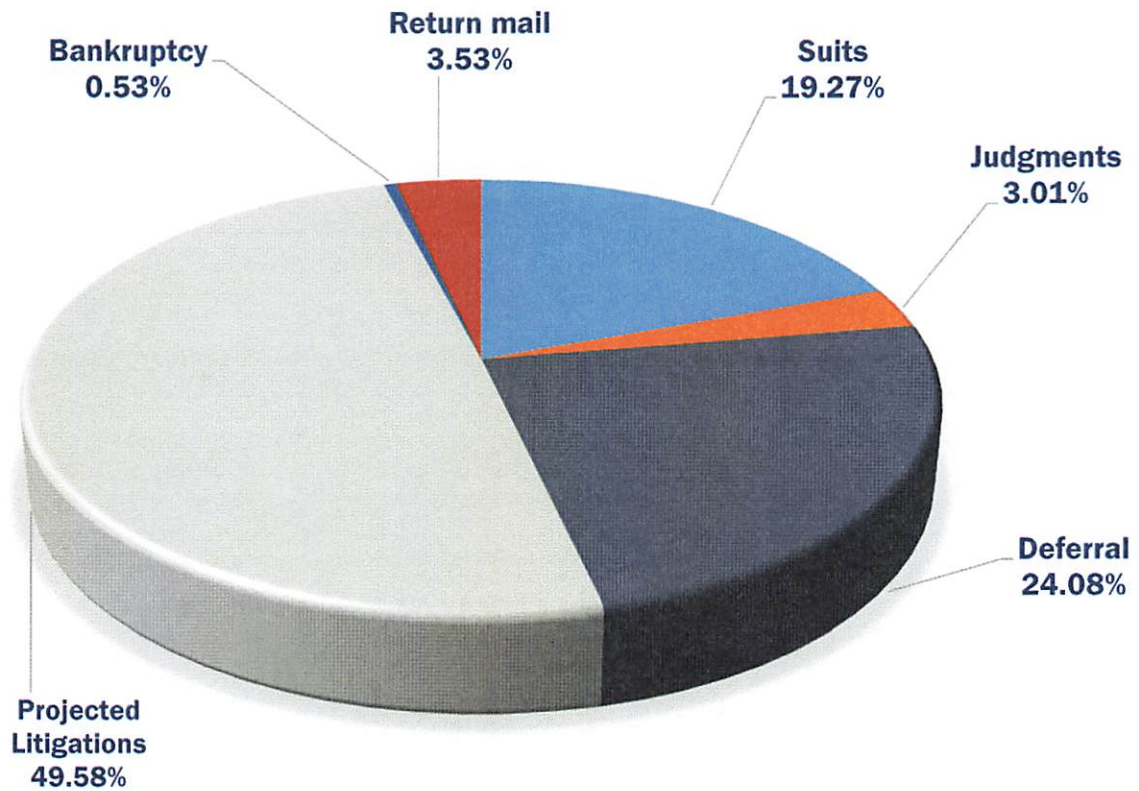


Exhibit A: Status of Accounts

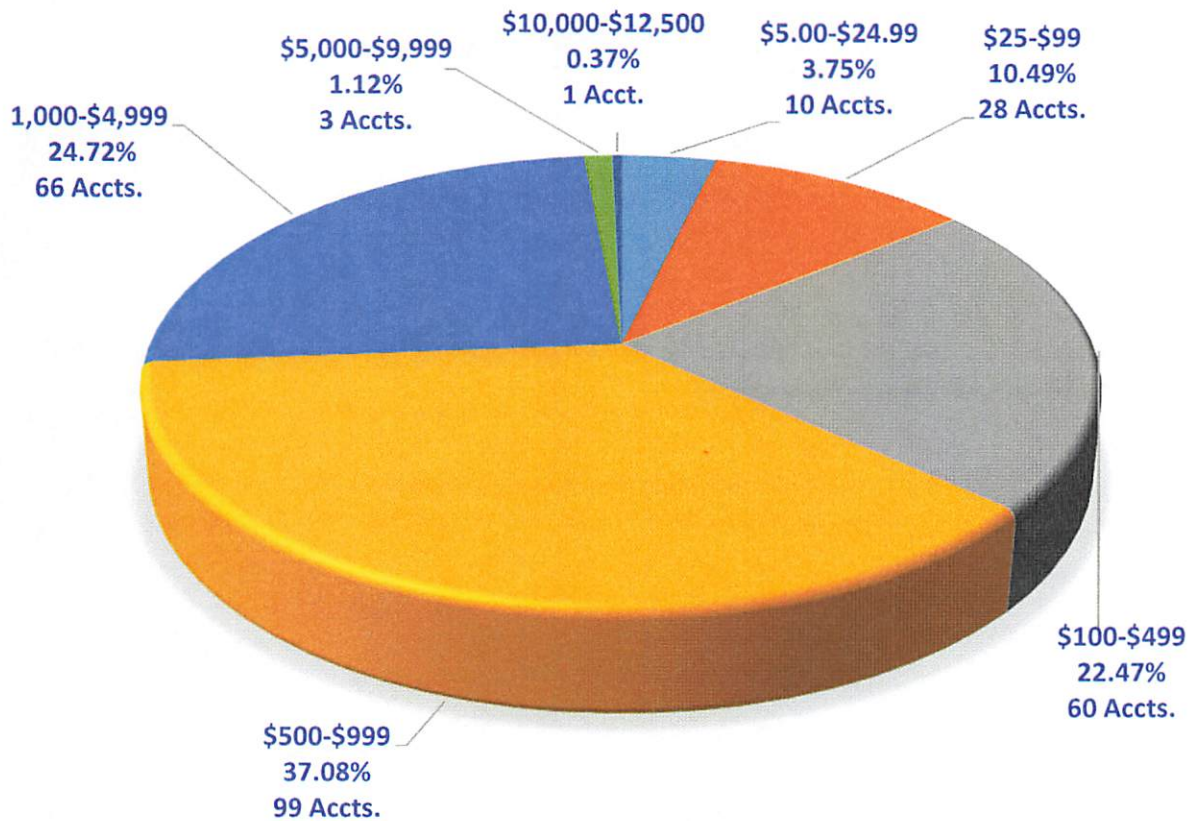


Exhibit B: Delinquent Tax Roll By Dollar Amount



All Collections

	July 2021 - June 2022	July 2020 - June 2021	July 2019 - June 2020
Month	Collections	Collections	Collections
July	\$5,320.57	\$7,866.28	\$12,589.73
August	\$5,594.04	\$5,211.08	\$6,431.13
September	\$16,082.05	\$5,996.99	\$5,263.94
October	\$2,489.70	\$1,437.66	\$3,353.54
November	\$4,499.51	\$3,510.58	\$2,742.21
December	\$1,709.84	\$1,034.29	\$2,292.67
January	\$4,591.34	\$982.63	\$3,877.30
February	\$689.55	\$1,676.23	\$6,659.10
March	\$1,299.94	\$5,391.34	\$1,503.72
April	\$5,627.58	\$3,011.44	\$589.31
May	\$2,327.38	\$2,476.83	\$6,765.87
June	\$4,178.94	\$3,072.53	\$2,883.42
TOTAL	\$54,410.44	\$41,667.88	\$54,951.94

**Totals include taxes, penalties and interest

Conclusion

The information provided in this report summarizes our efforts taken on behalf of the City of Diboll in the collection of delinquent property taxes. However, it is not possible to quantify and report on everything we do to collect taxes for the City.

This report does not show the many taxpayer inquiries received, which have resulted in payments made, or new address and ownership information updates that we have discovered and provided to the Angelina County Appraisal District. This report also does not reflect the efforts of our Bankruptcy Department in representing the City. We also conduct inspections of properties in suit, and we communicate with neighbors and the public in order to garner further information.

We are committed to providing the highest level of legal representation for the City of Diboll, which includes prosecuting the pending suits to conclusion, writing demand letters on a regular basis, and filing additional suits in those cases where our letters and request for payment are ignored. We will also continue working closely with you to assist and advise in all property tax matters, including changes in the law brought about by the Property Tax Code.

If there are any questions about this report do not hesitate to call me for further clarification of our activity. We value our relationship of representing the City of Diboll for over 30 years, and we look forward to many more years of servicing the City's needs.

Sincerely,

James Guest

James Guest
Attorney at Law

City of Diboll
Municipal Water Supply Contract
Angelina & Neches River Authority

December 2022

CITY OF DIBOLL
WATER SUPPLY CONTRACT – WHOLESALE

THE STATE OF TEXAS
COUNTY OF ANGELINA

§
§
§

MUNICIPAL
WATER SUPPLY
CONTRACT

This Water Supply Contract (“Agreement”) is made and entered into this 13th day of December, 2022 by and between the City of Diboll (“DIBOLL”), a political subdivision of the State of Texas, having offices in Angelina County, Texas, and the Angelina & Neches River Authority (“ANRA”), having offices in Angelina County, Texas.

RECITALS

- 1.** ANRA proposes to purchase treated Water from DIBOLL for municipal use in ANRA’s distribution system.
- 2.** ANRA wants to purchase, and DIBOLL is willing to sell, Water from the DIBOLL System subject to the terms and conditions of this Agreement.
- 3.** ANRA will take Water from the DIBOLL System subject to all applicable rules and regulations of DIBOLL, state and federal agencies.
- 4.** ANRA proposes to purchase water supply services from DIBOLL on a wholesale basis.

AGREEMENT

For and in consideration of the mutual promises, covenants, obligations, and benefits described in this Agreement, DIBOLL and ANRA agree as follows:

DEFINITIONS.

“Agreement” shall mean this Water Supply Contract including exhibits and any amendments thereto.

“Water” shall mean treated (“potable”) water from the DIBOLL System.

“Point(s) of Delivery” shall mean the point or points at which ANRA withdraws Water from the DIBOLL System.

“Effective Date” shall mean the date as of which this Agreement enters into force. The Effective Date is December 13, 2022.

“DIBOLL Rate” shall mean the rate at which ANRA will pay DIBOLL for water supply received from the DIBOLL System. The initial rate shall be the wholesale water rate for DIBOLL. The DIBOLL Rate may be modified from time to time as specified in Section 7 and will be published annually as set by the DIBOLL City Council.

“Maximum Diversion Rate” shall mean 127 gallons per minute in the interim and 500 GPM thereafter and is the maximum rate at which ANRA may withdraw water from the DIBOLL System as measured at the Point of Delivery. The interim being the effective date of this contract until adequate upgrades to the DIBOLL System have been made that allow for 500 GPM to be delivered to ANRA.

“Annual Quantity” shall mean 15 million gallons of Water per year.

“DIBOLL System” shall mean the facilities owned and operated by DIBOLL used to provide Water to DIBOLL’s customers.

“Fiscal Year” shall mean a one-year period beginning on October 1 and ending on September 30.

“Commission” shall mean the Texas Commission on Environmental Quality and its predecessor and successor agencies.

SECTION 1. TERM.

This Agreement shall remain in force and effect from the Effective Date and thereafter for 30 years from the Effective Date unless this Agreement is terminated sooner because DIBOLL and ANRA agree to terminate this Agreement or this Agreement is terminated pursuant to its terms.

SECTION 2. EQUITY.

ANRA acknowledges that it will accrue no equity or any other interest in the DIBOLL System or any other assets of DIBOLL as a result of payment or other performance of ANRA under this Agreement.

SECTION 3. WATER & SEWER.

DIBOLL agrees to sell ANRA Water from The DIBOLL System at the Point of Delivery in an amount not to exceed the Annual Quantity. ANRA shall not take more than the Annual Quantity without the prior written consent of DIBOLL.

Water

Quantity. DIBOLL agrees, during the period of this Contract, to tender and make available to ANRA, for its own use and at the delivery point as hereafter specified, treated water in the volume required by ANRA, provided that the maximum rate of delivery of such water shall be up to 216,000 gallons per day and not to exceed a maximum rate of 127 GPM in the interim and 500 GPM once adequate upgrades to the DIBOLL System have been made that allow for 500 GPM to be delivered to ANRA , and ANRA agrees to pay DIBOLL for such services in accordance with the provisions of this Contract.

DIBOLL will use its best efforts to remain in a position to furnish water as herein contracted to be sold to ANRA but its obligations shall be limited in accordance with other conditions herein contained. In the event the total water supply available to DIBOLL shall be insufficient to supply at least the minimum pressure required by the Texas Commission on Environmental Quality (hereinafter called "TCEQ") to all areas of the DIBOLL system, obligations to furnish water will cease until the water pressure returns to the minimum required pressure. Water used by ANRA during a drought condition, as declared by DIBOLL City Manager or his designee, shall be in accordance with DIBOLL's Drought Contingency Plan for purchasers of Wholesale Water. DIBOLL shall provide reasonable notice to ANRA of such shortages, emergencies, or insufficient minimum pressure pursuant to Section 21 of this Contract.

Nothing in this agreement shall obligate ANRA to purchase the maximum Quantity of water available under this Contract.

Quality. DIBOLL is obligated to furnish to ANRA treated water that will be of the same quality as furnished customers residing within the city limits of Diboll, Texas and in compliance with state and federal regulations.

Point of Delivery. The Point of Delivery of water to ANRA from DIBOLL's system shall be the city limits of DIBOLL as now provided to ANRA, and DIBOLL agrees to deliver at said Point of Delivery the quantities of water set forth herein.

Measuring Equipment. ANRA shall furnish and install at its expense the metering equipment and valves and DIBOLL shall operate and maintain the same insofar as labor costs are concerned at its expense. The meter and meter installation shall be approved by DIBOLL. DIBOLL will read the meter monthly and meters registering not more than five percent (5%) above or below normal shall be deemed to be accurate. The reading of any meters which have been disclosed by test to be inaccurate shall be corrected for the ninety days previous to such test in accordance with the percentage of inaccuracy found by such test. If any meter shall fail to register for any period, the amount payable shall be based upon the water delivered in the corresponding period immediately prior to the failure, unless DIBOLL and ANRA shall agree to an amount delivered during such period. The meter used under this agreement shall be read on or about the last day of each calendar month by DIBOLL's operator and on request DIBOLL shall make available the time of reading the meter in any month for checking by a representative of ANRA during usual business hours on or about the last day of each calendar month. In the event DIBOLL determines it necessary to relocate the measuring equipment referred to herein, such relocation shall be at the expense of DIBOLL.

Unit of Measurement. The unit of measurement of water delivered hereunder shall be 1,000 gallons of water U.S. Standard Liquid Measure.

Price and Term. The Service to be performed under this contract by DIBOLL consists of the readiness of DIBOLL to deliver to ANRA, upon its demand, water in accordance with the provisions of Section 1 herein.

In return for such service, ANRA agrees to compensate DIBOLL by payment of certain monthly sums of money calculated by dividing the quantity of water in gallons by 1,000 and multiplying that figure by the DIBOLL wholesale rate.

Payment of the monthly service charge listed above shall be made each month by ANRA to DIBOLL and shall be due and payable on or before the 30th day of the month following the service.

In the event DIBOLL raises or lowers its water rates, the price per 1,000 gallons for ANRA shall be adjusted automatically to reflect said charge, and ANRA shall be notified in writing sixty (60) days prior to the proposed date of change.

Maintenance. ANRA shall maintain all mains, feeder lines and meters within ANRA's system to the master meter.

Capital Improvements. ANRA shall be responsible for any capital improvements that may become necessary. By capital improvement it is meant items such as any water main extensions, expansion of services, or major modifications to existing facilities. Capital improvements and methods of construction shall be reviewed by DIBOLL to ensure compliance with DIBOLL regulations and be approved by the Commission and completed in accordance with state and federal regulations.

Taps. DIBOLL shall have the sole authority to make water taps on any part or portion of ANRA's lines that are within the corporate limits of DIBOLL and shall charge for the water sold through that tap at the standard rate inside DIBOLL city limits. DIBOLL shall deduct any water service volume sold by DIBOLL through ANRA's master meter each month. In the event DIBOLL annexes any portion of the ANRA Utilities, DIBOLL shall compensate the District or the legal owner for the portion of the water distribution system so annexed in accordance with the Texas Water Code at the time of annexation.

New or additional taps in the current service area outside of the city limits of DIBOLL shall be completed by ANRA or under its supervision and at ANRA's expense.

Sanitary Control. DIBOLL may make periodic inspections to determine that no crossconnection of backflow or back siphonage exists within the water system. In the event such conditions are found to exist, DIBOLL shall notify ANRA immediately of such conditions and ANRA shall immediately take all necessary steps to stop the crossconnection of backflow or back siphonage. If crossconnection of backflow or back siphonage cannot immediately be stopped by ANRA, the ANRA must disconnect service at such location until conditions are corrected.

SECTION 4. RATE ADJUSTMENT

Each year, DIBOLL City Council will adjust DIBOLL Rate. The rate will be adjusted based on an engineering rate study that shall be commissioned no later than every five years. The rate study will review the current rate as compared to actual cost and will project proposed rates for each year of the study period (normally five years).

SECTION 5. DISPUTE REGARDING PAYMENT.

If ANRA at any time disputes the amount to be paid by it to DIBOLL, ANRA shall nevertheless promptly make the disputed payment or payments; but, if it is subsequently determined by agreement or court decision that the disputed amount paid by ANRA should have been less or more, DIBOLL shall promptly revise and reallocate ANRA' payments in a manner that ANRA or DIBOLL will recover the amount due.

If a court, the Commission, or any federal or state regulatory authority finds that DIBOLL's rates or policies for delivering Water to ANRA under this Agreement are unreasonable or otherwise unenforceable, DIBOLL has the option to terminate this Agreement without liability to ANRA. By signing this Agreement, ANRA stipulates and agrees that DIBOLL and its other customers will be prejudiced if ANRA avoids the obligation to pay the rates for Water specified in this Agreement while accepting the benefits of obtaining Water from DIBOLL. Nothing in this Agreement shall be construed as constituting an undertaking by DIBOLL to furnish Water to ANRA except pursuant to the terms of this Agreement. If ANRA initiates or participates in any proceeding regarding DIBOLL's rates and policies under this Agreement and advocates a position that is adverse to DIBOLL and DIBOLL prevails, ANRA shall pay DIBOLL for its expenses, including attorneys' fees, in the proceeding within fifteen (15) days after DIBOLL's demand for payment.

SECTION 6. RESPONSIBILITY FOR WATER.

DIBOLL will guarantee that, at the Point of Delivery, Water meets all state standards. ANRA may use the Water purchased from DIBOLL under this Agreement for all lawful purposes, except resale to other water distributors.

The effectiveness of this Agreement is dependent upon DIBOLL and ANRA complying with the rules of the Commission.

SECTION 7. REGULATORY REQUIREMENTS.

This Agreement is subject to all applicable federal, state, and local laws and any applicable ordinances, rules, orders, and regulations of any local, state, or federal governmental authority with jurisdiction. However, nothing contained in this Agreement shall be construed as a waiver of any right to question or contest any law, ordinance, order, rule, or regulation in any forum having jurisdiction, and DIBOLL and ANRA each agree to make a good faith effort to support proposed laws and regulations that would be consistent with the performance of this Agreement in accordance with its terms.

SECTION 8. WATER CONSERVATION & DROUGHT CONTINGENCY PLANS.

ANRA shall cooperate with and assist DIBOLL in its efforts to develop and implement plans, programs, and rules to develop water resources and to promote practices, techniques, and technologies that will reduce the consumption of water, reduce the loss or waste of water, improve the efficiency in use of water, or increase the recycling and reuse of water. DIBOLL's obligations under this Agreement shall be subject to ANRA preparing and implementing a water conservation plan or water conservation measures, as well as implementing any water conservation plans and drought contingency plans adopted by DIBOLL and required or approved by the Commission, the Texas Water Development Board, or any other federal, state, or local regulatory authority with power to require or approve water conservation and drought contingency plans. Upon execution of this Agreement, ANRA shall submit water conservation plan and drought contingency plan measures to DIBOLL for its review and approval.

SECTION 9. SOURCE AND ADEQUACY OF SUPPLY.

Water supplied by DIBOLL to ANRA under this Agreement shall be from The DIBOLL System and from no other source, unless DIBOLL, at its sole discretion, decides to supply water from another source available to DIBOLL. DIBOLL and ANRA hereby agree that ANRA shall have no right or entitlement to any portion of DIBOLL's Water in The DIBOLL System after the expiration of the term of this Agreement. DIBOLL will use its best efforts to remain in a position to furnish water sufficient for the reasonable demands of ANRA. DIBOLL's agreement to provide water to ANRA shall not be deemed a guarantee on DIBOLL's part that any particular quantity of water will be available, and the quantity of water taken shall at all times be subject to the right of DIBOLL to reduce said quantity of water as DIBOLL, in its sole judgment, may deem necessary in order to meet DIBOLL's commitments under its existing contracts, comply with any order of any court or administrative body having appropriate jurisdiction, or prevent injury.

DIBOLL has adopted a Water Conservation and Drought Contingency Plan. If ANRA fails to implement DIBOLL's and its own Drought Contingency Plan when trigger conditions occur, DIBOLL's City Manager or his designee is authorized to institute rationing pursuant to any applicable wholesale water contracts, including this Agreement, as well as to enforce any contractual, statutory, or common law remedies available to DIBOLL necessary to protect the public welfare. DIBOLL's Water made available to ANRA when ANRA is not in compliance with DIBOLL's Water Conservation and Drought Contingency Plan will be reduced to the amount of water that DIBOLL's City Manager or his designee estimates would be necessary to satisfy ANRA's demand if ANRA was operating in compliance with both DIBOLL's and ANRA's Drought Contingency Plans.

SECTION 10. OTHER CHARGES.

In the event that any sales or use taxes, or taxes, assessments, or charges of any similar nature are imposed, by a state or federal governmental entity with jurisdiction, on diverting, storing, delivering, gathering, impounding, taking, selling, using, or consuming the Water received by ANRA from The DIBOLL System, the amount of the tax, assessment, or charge shall be borne by

ANRA, in addition to all other charges, and whenever DIBOLL shall be required to pay, collect, or remit any tax, assessment, or charge on water received by ANRA, then ANRA shall promptly pay or reimburse DIBOLL for the tax, assessment, or charge in the manner directed by DIBOLL.

SECTION 11. DEFAULT.

If Diboll or ANRA refuses or fails to materially comply with the terms of this Agreement, either ANRA or DIBOLL may declare this Agreement in default. In such event, and after the expiration of the Cure Period below, DIBOLL or ANRA may terminate this agreement and, to the extent permitted by law, suspend delivery or taking of Water from the DIBOLL System without further liability to either party other than amounts due and owing to Diboll or ANRA under the terms of this Agreement.

In the event that there is a default by DIBOLL or ANRA the party not in default will notify the party in default of such default in writing at the address for notice in Section 21 of this Agreement. If the default is not cured within sixty (60) days from the date such notice is received (the "Cure Period"), this Agreement will be deemed terminated. If the defaulting party cures the default within Cure Period following notice by, the defaulting party shall continue to be entitled to the benefits under this Agreement. The defaulting party shall be responsible for obtaining a release from the notice of default from the non-defaulting party.

SECTION 12. TERMINATION.

If either DIBOLL or ANRA decides to terminate this Agreement, as provided by this Agreement, except pursuant to Section 11 above, the terminating party shall deliver written notice of the decision to the other party. Such termination shall be effective one hundred eighty (180) days after delivery of written notice under this Section.

SECTION 13. WAIVER AND AMENDMENT.

Failure to enforce or the waiver of any provision of this Agreement or any breach or nonperformance by DIBOLL or ANRA shall not be deemed a waiver by ANRA or DIBOLL of the right in the future to demand strict compliance and performance of any provision of this Agreement. Regardless of any provision contained in this Agreement to the contrary, any right or remedy or any default under this Agreement shall be deemed to be conclusively waived unless asserted by a proper proceeding at law or in equity within four (4) years plus one (1) day after the occurrence of the default.

No modifications to or rescission of this Agreement may be made except by a written document signed by DIBOLL's and ANRA's authorized representatives.

SECTION 14. REMEDIES.

It is not intended hereby to specify (and this Agreement shall not be considered as

specifying) an exclusive remedy for any default, but all such other remedies (other than termination) existing at law or in equity may be availed of by any party hereto and shall be cumulative. Recognizing, however, that failure in the performance of any party's obligations hereunder could not be adequately compensated in money damages alone, each party agrees in the event of any default on its part that each party shall have available to it the equitable remedy of mandamus and specific performance, in addition to any other legal or equitable remedies (other than termination) which also may be available to DIBOLL. Nothing in the agreement should be construed as a waiver or relinquishment of DIBOLL's or ANRA's statutory or governmental immunities.

SECTION 15. FORCE MAJEURE.

If, for any reason of force majeure, either DIBOLL or ANRA shall be rendered unable, wholly or in part, to carry out its obligation under this Agreement, other than the obligation of ANRA to make the payments required under the terms of this Agreement, then if the party shall give notice of the reasons in writing to the other party within a reasonable time after the occurrence of the event or cause relied on, the obligation of the party giving the notice, so far as it is affected by the "force majeure," shall be suspended during the continuance of the inability then claimed, but for no longer period. The term "force majeure," as used in this Agreement, shall mean acts of God, strikes, lockouts, or other industrial disturbances, acts of public enemy, orders or actions of any kind of government of the United States or of the State of Texas, or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraints of government and people, civil disturbances, explosions, breakage or accident to dams, machinery, pipelines, canals, or other structures, partial or entire failure of water supply, including pollution (accidental or intentional), and any inability on the part of DIBOLL to deliver water, or of ANRA to receive water, on account of any other cause not reasonably within the control of the party claiming the inability.

SECTION 16. NON-ASSIGNABILITY.

ANRA understands and agrees that any assignment of rights or delegation of duties under this Agreement is void without the prior written consent of DIBOLL.

SECTION 17. NO THIRD-PARTY BENEFICIARIES.

This Agreement shall inure only to the benefit of the parties hereto and third persons not privy hereto shall not, in any form or manner, be considered a third-party beneficiary of this Agreement. Each party hereto shall be solely responsible for the fulfillment of its customer contracts or commitments, and DIBOLL shall not be construed to be responsible for ANRA's contracts or commitments by virtue of this Agreement or any provision contained herein.

SECTION 18. RELATIONSHIP OF THE PARTIES.

This Agreement is by and between DIBOLL and ANRA and is not intended, and shall not be

construed to create, the relationship of agent, servant, employee, partnership, joint venture, or association as between DIBOLL and ANRA nor between DIBOLL and any officer, employee, contractor, or representative of DIBOLL. No joint employment is intended or created by this Agreement for any purpose. ANRA agrees to so inform its employees, agents, contractors, and subcontractors who are involved in the implementation of or construction under this Agreement.

SECTION 19. INDEMNIFICATION

DIBOLL SHALL, TO THE EXTENT AUTHORIZED UNDER THE CONSTITUTION AND LAWS OF THE STATE OF TEXAS, INDEMNIFY AND HOLD ANRA HARMLESS FROM LIABILITY RESULTING FROM THE NEGLIGENT ACTS OR OMISSIONS OF DIBOLL, ITS AGENTS OR EMPLOYEES PERTAINING TO THE ACTIVITIES TO BE CARRIED OUT PURSUANT TO THE OBLIGATIONS OF THIS AGREEMENT; PROVIDED, HOWEVER, THAT DIBOLL SHALL NOT HOLD ANRA HARMLESS FROM CLAIMS ARISING OUT OF THE NEGLIGENCE OR WILLFUL MALFEASANCE OF ANRA, ITS OFFICERS, AGENTS, OR EMPLOYEES, OR ANY PERSON OR ENTITY NOT SUBJECT TO DIBOLL'S SUPERVISION OR CONTROL.

ANRA SHALL, TO THE EXTENT AUTHORIZED UNDER THE CONSTITUTION AND LAWS OF THE STATE OF TEXAS, INDEMNIFY AND HOLD DIBOLL HARMLESS FROM LIABILITY RESULTING FROM THE NEGLIGENT ACTS OR OMISSIONS OF ANRA, ITS AGENTS OR EMPLOYEES PERTAINING TO THE ACTIVITIES TO BE CARRIED OUT PURSUANT TO THE OBLIGATIONS OF THIS AGREEMENT; PROVIDED, HOWEVER, THAT ANRA SHALL NOT HOLD DIBOLL HARMLESS FROM CLAIMS ARISING OUT OF THE NEGLIGENCE OR WILLFUL MALFEASANCE OF DIBOLL, ITS OFFICERS, AGENTS, OR EMPLOYEES, OR ANY PERSON OR ENTITY NOT SUBJECT TO ANRA'S SUPERVISION OR CONTROL.

SECTION 20. SOLE AGREEMENT.

This Agreement constitutes the sole and only agreement of ANRA and DIBOLL and supersedes any prior understanding or oral or written agreements between DIBOLL and ANRA respecting the subject matter of this Agreement, including any oral or written agreement with DIBOLL that ANRA obtained by assignment.

SECTION 21. SEVERABILITY.

The provisions of this Agreement are severable, and if, for any reason, any one or more of the provisions contained in this Agreement shall be held to be invalid, illegal, or unenforceable in any respect, the invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement, and this Agreement shall remain in effect and be construed as if the invalid, illegal, or unenforceable provision had never been contained in the Agreement.

SECTION 22. NOTICES.

All notices, payments, and communications (collectively "notices") required or allowed by this Agreement shall be in writing and be given by hand-delivery, electronic mail or by depositing the notice in the United States mail, postage prepaid, registered or certified, with return receipt

requested, and addressed to the party to be notified. Notice deposited in the mail in the previously described manner shall be conclusively deemed to be effective from and after the expiration of three (3) days after the notice is deposited in the mail. For purposes of notice, the addresses of and the designated representative for receipt of notice for each of the parties shall be shown above the signatures of the individuals who signed this Agreement on behalf of DIBOLL and ANRA. Either party may change its address by giving written notice of the change to the other party at least fifteen (15) days before the change becomes effective.

The appropriate party to receive notices are as follows:

ANRA: Mr. Kelley Holcomb
General Manager
kholcomb@anra.org
Angelina & Neches River Authority
2901 N. John Redditt Dr.
Lufkin, TX 75904

Diboll: Mr. Jason Arnold
City Manager
City of Diboll
jarnold@cityofdiboll.com
400 Kenley
Diboll, TX 75941

SECTION 23. PLACE OF PERFORMANCE.

All acts performable under the terms of this Agreement and all amounts due under this Agreement, including, but not limited to, payments due under this Agreement or damages for the breach of this Agreement, shall be paid and be due in Diboll, Texas, Angelina County, Texas, being the place of performance agreed to by the parties to this Agreement. In the event that any legal proceeding is brought to enforce this Agreement or any provision hereof, the same shall be brought in Angelina County, Texas.

SECTION 24. DUPLICATE ORIGINALS.

ANRA and DIBOLL, acting under the authority of their respective governing bodies, shall authorize the execution of this Agreement in several counterparts, each of which shall be an original. ANRA shall submit written evidence in the form of bylaws, charters, resolutions, or other written documentation specifying the authority of ANRA's representative to sign this Agreement, which evidence shall be attached to this Agreement as Exhibit 2.

EFFECTIVE as of the date signed by the authorized representative of DIBOLL.

City of Diboll
400 Kenley
Diboll, TX 75941

BY: _____

TITLE: City Manager

DATE: _____

ATTEST: Seth Elmore

APPROVED AS TO FORM AND LEGALITY:

BY: _____

Attorney for Diboll

Angelina & Neches River Authority
2901 N. John Redditt Dr.
Lufkin, TX 75904
Attn: General Manager

BY: _____

TITLE: General Manager

DATE: _____

ATTEST:

APPROVED AS TO FORM AND LEGALITY:

BY: _____

Attorney for Angelina & Neches River Authority



City of Diboll Volunteer Fire Department



2022 November Council Report

Nov 1st

- Pledge
 - Incident Reports
 - Discussion on calls
 - Training on new stabilizing jack
 - Clean up at station
- Firemen present (11)

Nov 8th

- Pledge
 - Incident reports
 - Discussion on handing out Thanksgiving turkeys to families
- Fireman present (11)

Nov 15th

- Pledge
 - Incident Reports
 - Discussion on Christmas party
 - Powered up all fire trucks
 - Cleaned out fire stations
- Fireman present (11)

Nov 22nd

- Pledge
 - Incident reports
 - Fire page 10/50 59 south
- Fireman Present (12)

Nov 29th

- Pledge
 - Incident reports
 - Clean station
- Fireman Present (15)



City of Diboll Volunteer Fire Department



November Emergency Incidents (11)

Nov 2nd 22:18

- **Call # 2200000027**
1261 Old Diboll Hwy
Car fire
Out of City
Trucks 54
Diboll Fire personnel responded (7)
7805,7810,7819,7820,7822,7835,7836

Nov 3rd 7:30

- **Call # 22009121**
700 Lumberjack Apt 513
Fire alarm
In City
Diboll Fire personnel responded (1)
7835

Nov 5th 16:50

- **Call #**
Fm 1987
Mutual aid Corrigan
Out of City
Diboll Fire personnel responded (7)
7814, 7815,7819,7820,7822,7827,7835

Nov 7th 17:07

- **Call # 20220000029**
7131 US Hwy 59
Vehicle rollover
Out of City
Trucks 53
Diboll Fire personnel responded (10)
7810, 7813,7814,7815,7819,7820,7825,7832,7836,7837



City of Diboll Volunteer Fire Department



Nov 8th 3:30

- **Call # 202200000030**
Hwy 59 south
Truck fire
Out of City
Trucks 55
Diboll Fire personnel responded (3)
7825,7835,7836

Nov 8th 14:39

- **Call # 22000000031**
722 Denis St
Fire in yard
In City
Trucks 55
Diboll Fire personnel responded (7)
7805, 7814,7815,7820,7825,7835,7836

Nov 11th 22:45

- **Call # 22000000033**
LBJ Diboll
Transformer arcing
In City
Diboll Fire personnel responded (1)
7820

Nov 20th 10:28

- **Call # 202200000035**
910 North Temple Dr
Electrical fire
In City
Trucks 54,55
Diboll Fire personnel responded (5)
7814,7815,7819,7822,7835



City of Diboll Volunteer Fire Department



Nov 20th 11:57

- **Call # 202200000036**
215 Hammner
House fire
In City
Trucks 54,55
Diboll Fire personnel responded (9)
7810,7814,7815,7820,7821,7822,7825,7835,7836

Nov 22nd 18:02

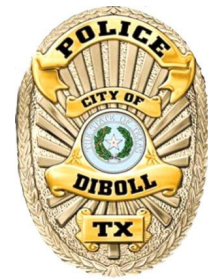
- **Call # 2200000037**
59 south at manyard
10/50
In City
Trucks 54,55
Diboll Fire personnel responded (13)
7801, 7805,7813,7814,7815,7820,7821,7822,7825,7832,7835,7836,7841

Nov 24th 11:57

- **Call # 2200000038**
265 Felix Weeks Rd
Shed fire
Out of City
Trucks 54,55
Diboll Fire personnel responded (11)
7801, 7805,7810,7814,7815,7820,7822,7825,7832,7835,7836

Nov 24th 23:15

- **Call # 202200000039**
58 8 miles from Lowes
Vehicle rollover
Out of City
Trucks 58
Diboll Fire personnel responded (4)
7814,7821,7825,7832



Diboll Police Department

MONTHLY DEPT. STATS
NOVEMBER 2022

CALLS FOR SERVICE	217
INCIDENT REPORTS	60
CRASH REPORTS	11
EXTRA PATROLS/ PATROL REQUESTS	11
TRAFFIC STOPS	256
TOTAL ARRESTS	21
• MISD. ARREST	6
• FELONY ARREST	15



Public Works Director Project Status Report – December 2022

City of Diboll PSI Project

UCRM-1 City Hall/Safety Center: Punch list item work ongoing for roofing, siding, painting, fencing. Punch list items for building siding, painting completed. Contractors have repaired a pitch pocket on the safety center roof that continues to leak. They have also re-routed a vent pipe that was found to be rusted out. Watershed testing will be performed on 12/8/2022 to determine if the leak is fixed. The extra gate remote controllers were received and programmed. Council chamber doors are scheduled to be installed on 12/8/2022. The doors on the southside of the building will be replaced. The doors on the north entrance will be reconditioned.

Estimated completion date of 12/10/2022

Status: 95% Complete

UCRM-2 SCADA Upgrades: SCADA procurement underway. Some items facing very long lead times. Scada procurement and remote programming started. The control panels are six months lead time of production. This will put the Scada installation of hardware around 6/10/2023

Estimated completion date of 8/1/23

Status: 25% Complete

UCRM-3 Lighting Upgrades: Punch list walk through 11/09. Punch list walk through rescheduled for 12/14/2022.

Estimated completion date of 12/14/2022

Status: 95% Complete

Urcm-4 HVAC/BAS Upgrades: City Hall and safety center HVAC complete. Civic Center HVAC will start in December. Contractors have prepped building for unit installation. Full install to start 1/25/2023. City staff needs to clean out maintenance and mechanical rooms the week prior to installation.

Estimated completion date of 2/8/2022

Status: 65% Complete

UCRM-5 Water Meter AMI: Neptune AMI Meter System

Timeline has been moved back to March of 2023 due to delay in meter production. Meter boxes and lids have been received at the warehouse.

Estimated completion date of 9/1/2023

Status: 5% Complete

WWTP/TWBD Project

We are still working on the environmental clearance with TWDB. KSA is working on map exhibits and some other documents for the environmental and should have that to them this week along with the engineering report. The engineering report will be submitted to TWDB by 12-8/2022. This will contain certain information/exhibits that are required for the environmental review to move forward at TWDB. We plan is to begin the preliminary design phase (construction plans and specifications) in January. This will run concurrent with TWDB review of the engineering report and environmental in an effort to speed up the schedule.

Estimated completion date of 6/1/2024

Status: 25% Complete

ARPA Project

Plans on the Lumberjack Drive are ready for review. Meeting with KSA 11-10-2022 to complete the preliminary design phase. We found the last easement/ROW document and have confirmed a complete ROW from the existing Lumberjack Drive to the TxDOT bypass. With this final ROW we are making one alignment change to avoid a road crossing within the TxDOT ROW and should be complete by 12/16/2023. Once we have the final plans, we can submit to TxDOT for permit approval. We have received the required ARPA contract provisions from Grant Works and are incorporating it into our contract documents. Our estimate for completion of all plans, contract, specifications, and permitting is 1/1/2023.

Estimated completion date of 8/1/2023

Status: 30% Complete

Sanatory Sewer Over Flow Program Project

Scheduled demos for manhole rehab with Fuquay and Southern Trenchless. We Attended project demonstration for manhole and pipe rehabilitation on 12/1/2023 with Fuquay Inc. We were very impressed with the professionalism and quality of work they demonstrated. We will be starting our manhole lining for phase one of our five-year project beginning in January.

Estimated completion date of 6/1/2027

Status: 5% Complete

Department Projects

Fire Hydrant replacement High School: valve location underway and materials in stock. Valves have been located. We ordered a tool to remove the internal parts for replacement without having to replace the entire fire hydrant. Scheduled to begin repair on 12-19-2022. The school still has fire protection with multiple hydrants located on the property.

Estimated completion date of 12/19/2022

Status: 15% Complete

Water main replacement on Arrington: Repairs under way on boring mole. We trenched the Rodway and laid a new service line. Repairs were completed 12/7/2022. We plan to let the area dry out for a week before we lay asphalt.

Estimated completion date of 12/14/2022

Status: 80% Complete

Replacement of inner fence at ground storage: Planned start 11/21/2022. We have removed the rubbish and brush from the inner fence to gain access for repairs. We plan to start removal of old fence 1/2/2023

Estimated completion date of 2/1/2023

Status: 10% Complete

Roof repairs at Service center: Ordering materials 10%

Estimated completion date of 3-1-2023

Status: 5% Complete

Locate all valves on 8 in water line Arrington and Westchester: Located one valve with pothole machine. This will be slow moving and time-consuming project. The valves we are trying to locate are covered with years of sediment and in most of the back yards of property owners.

Estimated completion date of 4/15/2023

Status: 20% Complete

1818 Housing Complex 6 Inch Meter Replacement

We are planning to install a temporary 6 inch meter at the housing complex on 1818. The existing meter is not reading at this point failing capture water consumption. We will manually read the temporary meter until we receive our cellular system in March of next year.

Estimated completion date of 2/1/2023

Status: 5% Complete

City of Diboll Welcome Banner Frame

We have currently procured the materials for building the new frame for the signs.

Estimated completion date of 1/4/2023

Status: 5% Complete

Developing Street Grading System for Future Street Projects.

Currently registering for online training in January.

Estimated completion date of 2/15/2023

Status: 5% Complete

#18 Golf Course Bridge:

The water line has started leaking in another spot. Repairs were delayed. Waiting on parts to replace a 1/12 sprinkler valve on the front nine pump house.

Repairs to bridge scheduled. Planning to install sprinkler valve 12/13/2023

Estimated completion date of 1/4/2023

Status: 50% Complete

Red Bud Street Tree Removal

Two trees with pine beetles have been removed and stumps ground.

Estimated completion date of 1/5/2023

Status: 100% Complete

Old Orchard Pond Stocking Project

Stocked pond with 500 catfish on October 11th. Released 500 rainbow trout on December 5th.

Estimated completion date of 12/5/2022

Status: 100% Complete

Hike and Bike Trail Repairs

Replaced broken concrete at intersection of Pine and South First street. Replaced broken section of trail on MLK street.

Estimated completion date of 11/15/2023

Status: 100% Complete

514 Westchester Driveway Repair

Replace damage concrete driveway caused by water leak from eight-inch main break. Repairs scheduled for 12/12/2022

Estimated completion date of 12/14/2022

Status: 20% Complete

1818 Housing Complex 6 Inch Meter Replacement

We are planning to install a temporary 6 inch meter at the housing complex on 1818. The existing meter is not reading at this point failing capture water consumption. We will manually read the temporary meter until we receive our cellular system in March of next year.

Estimated completion date of 1/30/2023

Status: 10% Complete

Ditch excavation and culvert replacement:

Lawrence Street- Removal of 7 culverts and re-set to grade. Excavate 1310 feet of ditch line.

Locates have been called in and marked. Work to begin on 12/12/2023

Estimated completion date of 1/30/2023

Status: 10% Complete

Carter Street- After more inspection I feel the culverts will not be needed, we will level with foundation dirt and place 4-inch rip-rap to prevent further erosion.

Estimated completion date of 11/8/2022

Status: 100% Complete

Cozy Circle - Removal of 6 culverts and re-set to grade. Excavate 410 feet of ditch line.

OC Scott and Lynn- Benita Duffield asked me to look into the drainage issue at this location.

It appears that Lynn St. catches all of the drainage from Ash St. and the housing authority. I suggest that we cut a ditch behind the houses on Lynn St. and try to divert the drainage toward Maynard.

Code Compliance

Monthly Report

November 2022

Mail and Bank Deposit – Daily

New House Construction – 1100 Lawrence Street

911 Addressing – Holubec Street property owner called about 911 Address for 2 of his lots and got them confirmed with Angelina County. Lawrence Street new built needing 911 Address it will be 1100 Lawrence Street.

Certificate of Occupancy – Lady called about a certificate of occupancy I let her know she is not inside city limits. 305 N Hendrick lady called about opening up a restaurant I let her know is will need to update the building and will also need to install a grease trap along with 3 compartment sinks.

Inspections – 306 and 304 Pine Building Final, Electrical Final, Plumbing Final HVAC Final. 402 Church Building Final, Electrical Final, Plumbing Final, HVAC Final. 1100 Lawrence Plumbing Rough. 102 Magnolia Plumbing Rough, Foundation, T-pole. 103 Magnolia Electrical Service. 1107 Red Oak Gas Test

Sign Permit – 1605 N Temple Dr

Electric Permit – 1605 N Temple Dr, 246 Deer Trace

Certified Letter Unsafe Structure – 707 Persimmon, 406 Devereaux, Lynn and Robert Nash, 304 Box Factory, 500 Burke

Certified Letter Unsafe Structure Calls – 406 Devereaux called about the house and will start looking for someone to demo.

Unclaimed Certified Letters for Weed and Grass – 103 Ballenger, 806 A.S. Davis

Certified Letters for Weed and Grass Calls –

Code Compliance – Lynn Street lady called about church on corner of Lynn and Robert Nash that it is falling apart and needs to be tore down. I let her know that I have it on my list of projects. South First Street called about live electrical wire gave her number for Oncor.

Dangerous Houses – inspected these houses to determine if houses are unsafe. Lynn and Robert Nash is the worst, it's a church and needs attention ASPA. 304 Box Factory is in bad shape front porch has fallen, roof has few leaks and back entry had rotted along with some flooring. 306 South First Street have come in since I've seen them out at location and paid for Demolition and had started. 707 Persimmon, 406 Devereaux Street is in bad shape do to roof caving in and floors.

Dog Bite – Stray dog bit 5-year-old girl on hand trying to feed dog. I found a dog and took to shelter. Girl was taken to doctor for treatment after showing parent picture of dog she was not sure if that was the one. I did not see another dog in area.

Dog Complaints – Dogs out on Robert Williams I went out I did not see any dogs. Box Factory 6 dogs out running around I caught all of them. Dennis Street 2 cats. Booker Street cats are breeding everywhere. Dog Complaint Jackson St found owner. Pinecrest about Pitbull in her back yard. Found owner gave warning. Cypress Street lady stopped me about 3 dogs out messing up her trash and pooping in yard. Found owner and gave 3 citations for dogs at large. She had been warned 5 times already. Lawrence Street complaint dogs out going through trash I found some owners. Dale Street dog out running around I drove out and did not see it.

Cat Complaints – Dennis 2 cats, Golf Course 2 cats

Stray Dog pick up – 1 dog Saxton Street, 6 Dogs on Box Factory, 1 Dog Office Street, 1 Dog Ryan Chapel, 1 Dog Holubec, 1 Dog N Temple, 1 Dog N Hendrick, 3 Dogs Robert Williams,

Stray Cat pick up – 9 Cats Booker Street, 2 Cat Dennis, 1 Cat dropped off by Melissa McCall.

Miscellaneous – Got meter information for Ronnie Frankens for New Construction build at 1000 Lawrence he needs to pay for water meter. Cypress resident called me about sinkhole around a manhole next to his house and concerned about kids falling into it. I took pictures and sent to josh on 11/21/22.

Project Demolition of Unsafe Houses

306 South First Street owner came in for a Demolition Permit and has started

406 Devereaux owner called they will start looking for someone to demolition the house I gave her 30 Days to see some progress and to keep in touch with me.

304 Box Factory Certified letter unclaimed returned to me.

Lynn Street and Robert Nash Street Certified letter is still out for delivery.

707 Persimmon Street Returned receipt received November 18, 2022. Owner has not called.

Samantha Durham
Director of Finance



CITY OF DIBOLL

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Email:
sdurham@cityofdiboll.com

Interoffice Memorandum

DATE: November 13, 2022
TO: Mayor and Council Members
THRU: Jason Arnold
City Manager
SUBJ: Finance Department Reports

FINANCE

Including November 2022 Financials for your review.

MUNICIPAL COURT

Linebarger to provide review as Agenda Item

PROJECT STATUS REPORT

Incode 10 Software Conversion

The City of Diboll relies heavily on its IT Infrastructure in order to provide services to our community and maintain financial transparency. Our current system includes software packages 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.

Core Financials Component
Estimated Completion Date: January 2023
Status: 70% Complete

Accounts Payable Component
Estimated Completion Date: January 2023
Status: 70% Complete

Purchasing Component
Estimated Completion Date: January 2023
Status: 70% Complete

Credit Card Processing Component
Estimated Completion Date: January 2023
Status: 10% Complete

Budget / Project Accounting Component
Estimated Completion Date: February 2023
Status: 5% Complete

Employee / Payroll Component
Estimated Completion Date: February 2023
Status: 5% Complete

Utility Billing Component
Estimated Completion Date: March 2023
Status: 5% Complete

Municipal Court Component
Estimated Completion Date: April 2023
Status: 0% Complete

Permitting Component
Estimated Completion Date: April 2023
Status: 0% Complete

Cemetery Management Component
Estimated Completion Date: April 2023
Status: 0% Complete

Customer Engagement Component
Estimated Completion Date: April 2023
Status: 0% Complete

Fond regards,

A handwritten signature in black ink that reads "Sam Puerham". The signature is written in a cursive, flowing style.

CERTIFIED EXECUTIVE CLOSED SESSION AGENDA

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

- | | |
|--|--------------------------------|
| <input type="checkbox"/> Trey Wilkerson, Mayor | <input type="checkbox"/> _____ |
| <input type="checkbox"/> Daniel Lopez, Mayor Pro-Tem | <input type="checkbox"/> _____ |
| <input type="checkbox"/> Benita Sheffield Duffield, Council Member | <input type="checkbox"/> _____ |
| <input type="checkbox"/> Luis Maldonado, Council Member | <input type="checkbox"/> _____ |
| <input type="checkbox"/> Brian Moreno, Council Member | <input type="checkbox"/> _____ |
| <input type="checkbox"/> Ray Williams, Jr., Council Member | <input type="checkbox"/> _____ |
| <input type="checkbox"/> J. Ruben Terrazas, Council Member | <input type="checkbox"/> _____ |

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

- | | |
|--|--|
| <input type="checkbox"/> 551.071 – Litigation/Consultation with Attorney | <input type="checkbox"/> 551.076 Security Personnel or Devices |
| <input type="checkbox"/> 551.072 – Real Property | <input type="checkbox"/> 551.086 Test item (SB 59S) |
| <input type="checkbox"/> 551.073 – Prospective Gift | <input type="checkbox"/> 551.087 Economic Development Negotiations (SB 1851) |
| <input checked="" type="checkbox"/> 551.074 – Personnel Matters | |

Agenda Item #1:

Action Taken: Yes No

Agenda Item #2 Action Taken: Yes No

Agenda Item #3 Action Taken: Yes No

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

Trey Wilkerson, Mayor

Witness



Convened into Executive Session at: _____

Exited back to Regular Session at: _____

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