

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

The City Council will meet in a regular session meeting in the City Hall Council Chambers, located at 400 Kenley, Diboll, Texas, on Tuesday, January 14, 2025 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 December 10, 2024, Regular Session Meeting
- b. Financial Statement for December 2024
- c. 12-Month Attendance Record for December 2024

Item #2: PUBLIC HEARING regarding the completion of the sewer improvements project with associated street repairs on Neil Pickett Drive under TxCDBG Contract No. CDV21-0352.

Item #3: Mayor Trey Wilkerson to present the Oath and Statement of Officer to newly hired Police Officer.

Item #4: Auditor Presentation: Annual presentation of Audited Financials for the 2022-2023 fiscal year, by Louis Breedlove, Senior Audit Manager with BrooksWatson & Co. PLLC.

Item #5: Consideration and possible action to approve Ordinance 2025-01-001, granting to Oncor Electric delivery company LLC, its successors and assigns, an electric power franchise to use the present and future streets, alleys, highways, public utility easements, public ways and public property of the City of Diboll, Texas.

Item #6: Consideration and possible action to approve Resolution 2025-01-001, operation and management agreement of Neches Pines Golf Course.

Item #7: 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 #8: The Diboll City Council will convene into a closed Executive Session, in accordance with Open Meetings Act, Chapter 551, Texas Government Code 551.074, for the purpose of discussing annual evaluation, employment contract and compensation 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 #9: Consideration and possible action on matters discussed in Executive Session pertaining to the annual evaluation, employment contract and compensation of City Manager, Jason Arnold.

Adjournment

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

I certify that this Notice of Meeting was posted in a glass-enclosed case in front of City Hall at 400 Kenley Street, Diboll, Texas, and available for viewing by the public prior to 5:15 p.m. on January 10, 2025, as well as at the City's website.

Rosa M. Olvera

Rosa M. Olvera - City Secretary

Posted: 01/10/2025



**MINUTES OF THE GOVERNING BODY OF THE CITY OF DIBOLL, TEXAS
REGULAR SESSION MEETING ON TUESDAY, DECEMBER 10, 2024, AT 5:15
P.M., IN THE DIBOLL CITY HALL CHAMBERS.**

COUNCIL PRESENT

Mayor Trey Wilkerson, Mayor Pro Tem Daniel Lopez, Councilmembers Schuyler Bacon, 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. Councilmember Nora Munoz gave the invocation, then Mayor Trey Wilkerson led the Pledge of Allegiance which was recited by those in attendance.

CITIZENS PRESENTATION: (Limited to 3 minutes)

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

Public Participation:

Gary Gores addressed Council regarding streets in Deer Trace and other Diboll related items.

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 12, 2024, Regular Session Meeting
- b. Financial Statement for November 2024
- c. 12-Month Attendance Record for November 2024

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

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

James Guest with Linebarger Law Firm gave an informational presentation regarding the reports.

Item #3: Consideration and possible action to approve Amended and Restated Cooperative Agreement Angelina County & Cities Health District.

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

Item #4: Consideration and possible action to approve the appointment of a member to the Planning and Zoning Commission.

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

Item #5: Consideration and possible action to approve the Kroger Texas Settlement participation, authorizing the Mayor to execute settlement release documents within the National Opioid Settlement Agreements secured by the Office of the Attorney General.

Luis Maldonado made a motion to approve and Schuyler Bacon second.
All in Favor, none opposed, motion carries.

Item #6: Consideration and possible action to approve a rate increase requested by Piney Woods Sanitation, Inc. (Live Oak Environmental, LLC d/b/a Live Oak Waste, LLC).

Sonny Hubbard, Municipal Manager for Piney Woods Sanitation, Inc. requesting City Council to approve a rate increase to the contract between the City of Diboll and Piney Woods Sanitation, Inc.

Daniel Lopez made a motion to approve rate increase and Luis Maldonado second.
All in Favor, none opposed, motion carries.

Item #7: Consideration and possible action to accept proposal for maintenance and operation of the Neches Pines Golf Course.

Daniel Lopez made a motion to approve Mr. Nathan Pegram's proposal and Luis Maldonado 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

Adjournment

Mayor Trey Wilkerson called to adjourn at 6:01p.m.

Minutes of the December 10, 2024 Regular Session Meeting approved by council on this the

14th day of January, 2025.

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: 2024-2025 Period Ending: 12/31/2024

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	5,000.00	5,000.00	1,000.00	4,000.00	4,000.00	1,000.00
3200 - Fines and Fees	398,893.00	398,893.00	48,800.01	134,416.47	134,416.47	264,476.53
3210 - Licenses & Permits	20,000.00	20,000.00	4,514.00	7,786.50	7,786.50	12,213.50
3500 - Franchise Tax	375,000.00	375,000.00	16,225.85	54,806.78	54,806.78	320,193.22
3550 - Property Tax	1,467,188.00	1,467,188.00	340,023.38	417,974.53	417,974.53	1,049,213.47
3700 - Sales Tax	944,405.00	944,405.00	78,064.00	284,340.55	284,340.55	660,064.45
3800 - Interest	20,000.00	20,000.00	1,228.80	7,793.87	7,793.87	12,206.13
3805 - Miscellaneous	2,500.00	-3,100.00	6,583.00	13,086.68	13,086.68	-16,186.68
3940 - Contributions & Grants	0.00	0.00	1,374.54	2,602.46	2,602.46	-2,602.46
3960 - Donations	0.00	-10,500.00	10,500.00	10,500.00	10,500.00	-21,000.00
Revenue Total:	3,232,986.00	3,216,886.00	508,313.58	937,307.84	937,307.84	2,279,578.16
Expense						
4000 - Insurance	75,080.00	75,080.00	0.00	67,738.94	67,738.94	7,341.06
4030 - Fines & Fees	950.00	950.00	0.00	0.00	0.00	950.00
4040 - Administrative	200,599.00	200,599.00	5,411.98	52,540.77	56,799.98	143,799.02
4080 - Capital Purchase	87,003.00	87,003.00	10,497.64	12,897.70	86,901.00	102.00
4100 - Contractual & Professional Services	206,614.00	206,614.00	9,931.28	80,801.11	80,801.11	125,812.89
4110 - Intergov't Contracts	188,000.00	188,000.00	1,750.00	134,776.68	134,776.68	53,223.32
4210 - Project Expense	25,500.00	132,388.43	1,671.89	13,574.54	29,784.54	102,603.89
4300 - Utility	147,240.00	147,240.00	10,055.29	29,367.39	29,367.39	117,872.61
4400 - Repairs & Maintenance	278,227.00	419,127.49	58,134.68	90,699.91	100,918.90	318,208.59
4460 - Materials & Supplies	164,738.00	177,553.83	8,078.19	33,552.65	36,530.92	141,022.91
4500 - Miscellaneous	5,500.00	6,000.00	2,129.35	2,806.49	2,806.49	3,193.51
4800 - Payroll Expense	2,429,534.00	2,429,534.00	174,151.99	663,052.06	663,052.06	1,766,481.94
4860 - Personnel	63,145.00	63,145.00	474.70	35,163.40	35,163.40	27,981.60
9999 - Transfers	-639,144.00	-639,144.00	0.00	0.00	0.00	-639,144.00
Expense Total:	3,232,986.00	3,494,090.75	282,286.99	1,216,971.64	1,324,641.41	2,169,449.34
Fund: 01 - General Fund Surplus (Deficit):	0.00	-277,204.75	226,026.59	-279,663.80	-387,333.57	110,128.82

Financial Report

For Fiscal: 2024-2025 Period Ending: 12/31/2024

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	3,815,187.00	3,815,187.00	252,820.93	813,156.70	813,156.70	3,002,030.30
3130 - Penalties & Interest	25,000.00	25,000.00	293,197.51	802,046.17	802,046.17	-777,046.17
3800 - Interest	16,000.00	16,000.00	0.00	1,796.30	1,796.30	14,203.70
3805 - Miscellaneous	0.00	0.00	790.23	3,641.40	3,641.40	-3,641.40
3940 - Contributions & Grants	0.00	0.00	13,000.00	101,935.50	101,935.50	-101,935.50
Revenue Total:	3,856,187.00	3,856,187.00	559,808.67	1,722,576.07	1,722,576.07	2,133,610.93
Expense						
4000 - Insurance	35,591.00	35,591.00	0.00	36,447.38	36,447.38	-856.38
4010 - Grant Expense	0.00	0.00	13,000.00	101,935.50	101,935.50	-101,935.50
4030 - Fines & Fees	2,340.00	2,340.00	0.00	443.56	443.56	1,896.44
4040 - Administrative	60,380.00	60,380.00	96.46	3,718.02	3,899.18	56,480.82
4080 - Capital Purchase	5.00	240,666.50	520.00	2,800.00	17,575.00	223,091.50
4100 - Contractual & Professional Services	895,961.00	905,661.00	64,414.59	226,897.03	226,897.03	678,763.97
4110 - Intergov't Contracts	10,080.00	10,080.00	12.40	37.20	37.20	10,042.80
4300 - Utility	141,840.00	141,840.00	10,568.54	31,971.54	31,971.54	109,868.46
4400 - Repairs & Maintenance	291,107.00	405,740.59	108,882.00	123,614.87	123,756.03	281,984.56
4460 - Materials & Supplies	281,325.00	281,325.00	22,903.22	46,104.17	54,703.65	226,621.35
4800 - Payroll Expense	627,317.00	627,317.00	53,257.19	176,765.90	176,765.90	450,551.10
4860 - Personnel	9,465.00	9,465.00	170.95	206.65	206.65	9,258.35
9999 - Transfers	1,500,776.00	1,500,776.00	0.00	0.00	0.00	1,500,776.00
Expense Total:	3,856,187.00	4,221,182.09	273,825.35	750,941.82	774,638.62	3,446,543.47
Fund: 02 - Utility Fund Surplus (Deficit):	0.00	-364,995.09	285,983.32	971,634.25	947,937.45	-1,312,932.54

Financial Report

For Fiscal: 2024-2025 Period Ending: 12/31/2024

Category	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	YTD Activity + Encumbrances	Budget Remaining
Fund: 03 - Recreation Fund						
Revenue						
3100 - Charges for Service	0.00	0.00	260.00	260.00	260.00	-260.00
3900 - Rentals & Leases	65,100.00	65,100.00	8,850.00	11,800.00	11,800.00	53,300.00
Revenue Total:	65,100.00	65,100.00	9,110.00	12,060.00	12,060.00	53,040.00
Expense						
4000 - Insurance	695.00	695.00	0.00	717.08	717.08	-22.08
4040 - Administrative	7,674.00	7,674.00	0.00	679.37	679.37	6,994.63
4100 - Contractual & Professional Services	1,450.00	1,450.00	140.00	340.00	340.00	1,110.00
4300 - Utility	55,496.00	55,496.00	4,565.44	16,236.40	16,236.40	39,259.60
4400 - Repairs & Maintenance	33,785.00	33,785.00	6,126.93	13,435.43	18,430.43	15,354.57
4800 - Payroll Expense	30,000.00	30,000.00	0.00	0.00	0.00	30,000.00
9999 - Transfers	-64,000.00	-64,000.00	0.00	0.00	0.00	-64,000.00
Expense Total:	65,100.00	65,100.00	10,832.37	31,408.28	36,403.28	28,696.72
Fund: 03 - Recreation Fund Surplus (Deficit):	0.00	0.00	-1,722.37	-19,348.28	-24,343.28	24,343.28

Financial Report

For Fiscal: 2024-2025 Period Ending: 12/31/2024

Category	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	YTD Activity + Encumbrances	Budget Remaining
Fund: 05 - Special Revenue Fund						
Revenue						
3805 - Miscellaneous	0.00	656.32	1,310.00	1,669.68	1,669.68	-1,013.36
3940 - Contributions & Grants	1,200.00	1,200.00	0.00	0.00	0.00	1,200.00
Revenue Total:	1,200.00	1,856.32	1,310.00	1,669.68	1,669.68	186.64
Expense						
4010 - Grant Expense	55,000.00	147,031.09	0.00	15,232.87	15,232.87	131,798.22
4210 - Project Expense	1,200.00	1,626.53	1,094.80	1,483.60	1,733.60	-107.07
9999 - Transfers	50,000.00	50,000.00	0.00	0.00	0.00	50,000.00
Expense Total:	106,200.00	198,657.62	1,094.80	16,716.47	16,966.47	181,691.15
Fund: 05 - Special Revenue Fund Surplus (Deficit):	-105,000.00	-196,801.30	215.20	-15,046.79	-15,296.79	-181,504.51

Financial Report

For Fiscal: 2024-2025 Period Ending: 12/31/2024

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	0.00	0.00	0.00	14,000.00
Revenue Total:	14,000.00	14,000.00	0.00	0.00	0.00	14,000.00
Expense						
9999 - Transfers	14,000.00	14,000.00	0.00	0.00	0.00	14,000.00
Expense Total:	14,000.00	14,000.00	0.00	0.00	0.00	14,000.00
Fund: 06 - Hotel/Motel Tax Fund Surplus (Deficit):	0.00	0.00	0.00	0.00	0.00	0.00

Financial Report

For Fiscal: 2024-2025 Period Ending: 12/31/2024

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	1.30	3.85	3.85	-3.85
Revenue Total:	0.00	0.00	1.30	3.85	3.85	-3.85
Fund: 07 - Seized Fund Total:	0.00	0.00	1.30	3.85	3.85	-3.85

Financial Report

For Fiscal: 2024-2025 Period Ending: 12/31/2024

Category	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	YTD Activity + Encumbrances	Budget Remaining
Fund: 08 - Diboll Day Fund						
Expense						
4040 - Administrative	1.00	1,450.66	0.00	645.76	645.76	804.90
4100 - Contractual & Professional Services	1.00	6,001.00	0.00	2,747.50	2,747.50	3,253.50
4460 - Materials & Supplies	2.00	5,297.74	0.00	5,297.71	5,297.71	0.03
4800 - Payroll Expense	1.00	2,001.00	0.00	0.00	0.00	2,001.00
9999 - Transfers	-5.00	-5.00	0.00	0.00	0.00	-5.00
Expense Total:	0.00	14,745.40	0.00	8,690.97	8,690.97	6,054.43
Fund: 08 - Diboll Day Fund Total:	0.00	14,745.40	0.00	8,690.97	8,690.97	6,054.43

Financial Report

For Fiscal: 2024-2025 Period Ending: 12/31/2024

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	6,000.00	6,000.00	1,456.19	4,168.36	4,168.36	1,831.64
Revenue Total:	6,000.00	6,000.00	1,456.19	4,168.36	4,168.36	1,831.64
Expense						
9999 - Transfers	10,320.00	10,320.00	0.00	0.00	0.00	10,320.00
Expense Total:	10,320.00	10,320.00	0.00	0.00	0.00	10,320.00
Fund: 09 - MC Security Fund Surplus (Deficit):	-4,320.00	-4,320.00	1,456.19	4,168.36	4,168.36	-8,488.36

Financial Report

For Fiscal: 2024-2025 Period Ending: 12/31/2024

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	7,000.00	7,000.00	1,201.43	3,493.08	3,493.08	3,506.92
Revenue Total:	7,000.00	7,000.00	1,201.43	3,493.08	3,493.08	3,506.92
Expense						
4300 - Utility	12,000.00	12,000.00	238.24	714.92	714.92	11,285.08
Expense Total:	12,000.00	12,000.00	238.24	714.92	714.92	11,285.08
Fund: 10 - MC Tech Fund Surplus (Deficit):	-5,000.00	-5,000.00	963.19	2,778.16	2,778.16	-7,778.16

Financial Report

For Fiscal: 2024-2025 Period Ending: 12/31/2024

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	25.79	76.50	76.50	-76.50
Revenue Total:	0.00	0.00	25.79	76.50	76.50	-76.50
Fund: 12 - Red Light Fund Total:	0.00	0.00	25.79	76.50	76.50	-76.50

Financial Report

For Fiscal: 2024-2025 Period Ending: 12/31/2024

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	135,569.00	135,569.00	32,304.32	39,852.16	39,852.16	95,716.84
3800 - Interest	0.00	0.00	12.74	25.14	25.14	-25.14
Revenue Total:	135,569.00	135,569.00	32,317.06	39,877.30	39,877.30	95,691.70
Expense						
4015 - Bond Expense	606,974.00	606,974.00	0.00	0.00	0.00	606,974.00
4020 - Note Expense	399,592.00	399,592.00	0.00	0.00	0.00	399,592.00
4030 - Fines & Fees	950.00	950.00	0.00	0.00	0.00	950.00
9999 - Transfers	-871,947.00	-871,947.00	0.00	0.00	0.00	-871,947.00
Expense Total:	135,569.00	135,569.00	0.00	0.00	0.00	135,569.00
Fund: 13 - Debt Service Fund Surplus (Deficit):	0.00	0.00	32,317.06	39,877.30	39,877.30	-39,877.30

Financial Report

For Fiscal: 2024-2025 Period Ending: 12/31/2024

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	5.00	5.00	0.00	0.00	0.00	5.00
Expense Total:	5.00	5.00	0.00	0.00	0.00	5.00
Fund: 14 - Endowment Fund Surplus (Deficit):	8,045.00	8,045.00	0.00	0.00	0.00	8,045.00

Financial Report

For Fiscal: 2024-2025 Period Ending: 12/31/2024

Category	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	YTD Activity + Encumbrances	Budget Remaining
Fund: 15 - Restricted Project Fund						
Expense						
4210 - Project Expense	136,000.00	228,566.10	0.00	92,566.10	92,566.10	136,000.00
Expense Total:	136,000.00	228,566.10	0.00	92,566.10	92,566.10	136,000.00
Fund: 15 - Restricted Project Fund Total:	136,000.00	228,566.10	0.00	92,566.10	92,566.10	136,000.00

Financial Report

For Fiscal: 2024-2025 Period Ending: 12/31/2024

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	0.00	0.00	1,470.72	4,059.57	4,059.57	-4,059.57
Revenue Total:	0.00	0.00	1,470.72	4,059.57	4,059.57	-4,059.57
Fund: 16 - MC Local Truancy Prevention & Diversion Fund Total:	0.00	0.00	1,470.72	4,059.57	4,059.57	-4,059.57

Financial Report

For Fiscal: 2024-2025 Period Ending: 12/31/2024

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	0.00	0.00	29.29	80.65	80.65	-80.65
Revenue Total:	0.00	0.00	29.29	80.65	80.65	-80.65
Fund: 17 - MC Municipal Jury Fund Total:	0.00	0.00	29.29	80.65	80.65	-80.65

Financial Report

For Fiscal: 2024-2025 Period Ending: 12/31/2024

Category	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	YTD Activity + Encumbrances	Budget Remaining
Fund: 18 - Keep Diboll Beautiful Fund						
Revenue						
3960 - Donations	0.00	0.00	48.51	122.39	122.39	-122.39
Revenue Total:	0.00	0.00	48.51	122.39	122.39	-122.39
Expense						
4210 - Project Expense	37,000.00	3,725.51	289.90	2,219.08	2,219.08	1,506.43
Expense Total:	37,000.00	3,725.51	289.90	2,219.08	2,219.08	1,506.43
Fund: 18 - Keep Diboll Beautiful Fund Surplus (Deficit):	-37,000.00	-3,725.51	-241.39	-2,096.69	-2,096.69	-1,628.82

Financial Report

For Fiscal: 2024-2025 Period Ending: 12/31/2024

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	86.86	257.68	257.68	-257.68
Revenue Total:	0.00	0.00	86.86	257.68	257.68	-257.68
Expense						
4210 - Project Expense	226,000.00	226,000.00	0.00	0.00	0.00	226,000.00
Expense Total:	226,000.00	226,000.00	0.00	0.00	0.00	226,000.00
Fund: 19 - Street Project Fund Surplus (Deficit):	-226,000.00	-226,000.00	86.86	257.68	257.68	-226,257.68

Financial Report

For Fiscal: 2024-2025 Period Ending: 12/31/2024

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	172.52	655.75	655.75	-655.75
Revenue Total:	0.00	0.00	172.52	655.75	655.75	-655.75
Expense						
4210 - Project Expense	1,157,000.00	1,157,000.00	142,717.17	409,803.46	409,803.46	747,196.54
Expense Total:	1,157,000.00	1,157,000.00	142,717.17	409,803.46	409,803.46	747,196.54
Fund: 20 - ARPA Fund Surplus (Deficit):	-1,157,000.00	-1,157,000.00	-142,544.65	-409,147.71	-409,147.71	-747,852.29
Total Surplus (Deficit):	-1,662,275.00	-2,470,313.15	404,067.10	196,375.98	59,764.41	

Fund Summary

Fund	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	YTD Activity + Encumbrances	Budget Remaining
01 - General Fund	0.00	-277,204.75	226,026.59	-279,663.80	-387,333.57	110,128.82
02 - Utility Fund	0.00	-364,995.09	285,983.32	971,634.25	947,937.45	-1,312,932.54
03 - Recreation Fund	0.00	0.00	-1,722.37	-19,348.28	-24,343.28	24,343.28
05 - Special Revenue Fund	-105,000.00	-196,801.30	215.20	-15,046.79	-15,296.79	-181,504.51
06 - Hotel/Motel Tax Fund	0.00	0.00	0.00	0.00	0.00	0.00
07 - Seized Fund	0.00	0.00	1.30	3.85	3.85	-3.85
08 - Diboll Day Fund	0.00	-14,745.40	0.00	-8,690.97	-8,690.97	-6,054.43
09 - MC Security Fund	-4,320.00	-4,320.00	1,456.19	4,168.36	4,168.36	-8,488.36
10 - MC Tech Fund	-5,000.00	-5,000.00	963.19	2,778.16	2,778.16	-7,778.16
12 - Red Light Fund	0.00	0.00	25.79	76.50	76.50	-76.50
13 - Debt Service Fund	0.00	0.00	32,317.06	39,877.30	39,877.30	-39,877.30
14 - Endowment Fund	8,045.00	8,045.00	0.00	0.00	0.00	8,045.00
15 - Restricted Project Fund	-136,000.00	-228,566.10	0.00	-92,566.10	-92,566.10	-136,000.00
16 - MC Local Truancy Preven..	0.00	0.00	1,470.72	4,059.57	4,059.57	-4,059.57
17 - MC Municipal Jury Fund	0.00	0.00	29.29	80.65	80.65	-80.65
18 - Keep Diboll Beautiful Fu...	-37,000.00	-3,725.51	-241.39	-2,096.69	-2,096.69	-1,628.82
19 - Street Project Fund	-226,000.00	-226,000.00	86.86	257.68	257.68	-226,257.68
20 - ARPA Fund	-1,157,000.00	-1,157,000.00	-142,544.65	-409,147.71	-409,147.71	-747,852.29
Total Surplus (Deficit):	-1,662,275.00	-2,470,313.15	404,067.10	196,375.98	59,764.41	

DIBOLL CITY COUNCIL 12-MONTH ATTENDANCE RECORD

Council Member	1/9/2024	2/13/2024	3/12/2024	4/9/2024	5/14/2024	6/11/2024	6/25/2024	7/9/2024
Schuyler Bacon						0	0	0
Luis Maldonado	0	0	0	0	0	0	0	1
Nora Munoz	1	0	0	0	0	0	0	0
Daniel Lopez	0	0	0	0	0	0	0	0
Ruben Terrazas	0	0	0	0	0	0	0	1
Ray Williams, Jr.	0	0	0	0	1	0	1	1
Trey Wilkerson	0	0	0	0	0	0	0	0
Total Absences	1	0	0	0	1	0	1	3

Council Member	7/23/2024	8/13/2024	9/3/2024	9/10/2024	10/8/2024	11/12/2024	12/10/2024	TOTAL TO-DATE
Schuyler Bacon	0	0	0	1	0	0	0	1
Luis Maldonado	0	0	0	0	0	0	0	1
Nora Munoz	0	0	0	0	0	0	0	1
Daniel Lopez	0	1	0	0	0	0	0	1
Ruben Terrazas	0	0	0	0	0	0	0	1
Ray Williams, Jr.	0	0	0	0	0	0	0	3
Trey Wilkerson	0	0	0	0	1	0	0	1
Total Absences	0	1	0	1	1	0	0	9




 Rosa M. Olvera - City Secretary



NOTICE OF PUBLIC HEARING

**City of Diboll
Council Chambers, Diboll City Hall
400 Kenley, Diboll, Texas 75941**

NOTICE OF CLOSE-OUT PUBLIC HEARING

The City of Diboll will hold a Public Hearing at the 5:15 P.M. meeting of City Council on Tuesday, January 14, 2025, at the City of Diboll's City Hall (400 Kenley Street, Diboll, TX 75941). The purpose of the hearing is to review program performance and receive citizen comments pertaining to the 2021 Texas Community Development Block Grant project (Contract No. CDV21-0352). The construction portion of the project is complete. The project included Sewer System Improvements and associated street repairs on Neil Pickett Dr. All interested citizens are urged to attend the Public Hearing to provide comments related to the project and to receive a report on the final cost and accomplishments of the project.

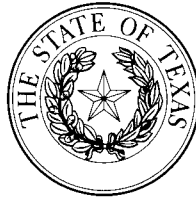
AVISO DE AUDIENCIA PÚBLICA DE CIERRE

La Ciudad de Diboll llevará a cabo una Audiencia Pública en la reunión del Concejo Municipal a las 5:15 p.m. el martes 14 de enero de 2025, en el Ayuntamiento de la Ciudad de Diboll (400 Kenley Street, Diboll, TX 75941). El propósito de la audiencia es revisar el desempeño del programa y recibir comentarios de los ciudadanos relacionados con el proyecto de Subvención en Bloque para el Desarrollo Comunitario de Texas 2021 (Contrato N.º CDV21-0352). La parte de construcción del proyecto está completa. El proyecto incluyó Mejoras en el Sistema de Alcantarillado y reparaciones asociadas en la calle Neil Pickett Dr. Se insta a todos los ciudadanos interesados en asistir a la Audiencia Pública para brindar comentarios relacionados con el proyecto y recibir un informe sobre el costo final y los logros del proyecto.

Rosa Olvera 01/09/2025
City Secretary

Submit to:
Custodian of election records

Filing Fee: None



OATH OF OFFICE

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

Signature of Officer

Certification of Person Authorized to Administer Oath

State of Texas)
County of Angelina)

Sworn to and subscribed before me on this 14th day of January, 2024.

(seal)

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

Trey Wilkerson

Printed or Typed Name



Daniel Talamantez
Regulatory Manager,
External Affairs

Oncor Electric Delivery
1616 Woodall Rodgers Fwy
Suite 6A-011
Dallas, TX 75202-1234

Tel: 214-486-2012
Fax: 214-486-2180
Daniel.Talamantez@Oncor.com

December 13, 2024

Hon. Trey Wilkerson
Mayor
City of Diboll
400 Kenley
Diboll, TX 75941

Dear Mayor Wilkerson:

As you are aware, the City of Diboll electric franchise with Oncor Electric Delivery will expire on May 5, 2025. Enclosed is a proposed electric franchise renewal ordinance for the City of Diboll. The proposed franchise has been prepared utilizing our standard franchise language and incorporates existing payment provisions as contained in the current franchise and franchise amendments. In addition, the franchise proposes a term of 20 years, and expires on June 30, 2045.

We will be contacting you within the next few weeks to determine how you would like to proceed to finalize the franchise. If you have any questions or comments concerning the proposed franchise, please feel free to call me at 214-486-2012 or you may also reach me via e-mail at Daniel.Talamantez@Oncor.com.

Sincerely,

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

Enclosure
cc: Nolan Smith

ORDINANCE NO. 2025-01-001

AN ORDINANCE GRANTING TO ONCOR ELECTRIC DELIVERY COMPANY LLC, ITS SUCCESSORS AND ASSIGNS, AN ELECTRIC POWER FRANCHISE TO USE THE PRESENT AND FUTURE STREETS, ALLEYS, HIGHWAYS, PUBLIC UTILITY EASEMENTS, PUBLIC WAYS AND PUBLIC PROPERTY OF THE CITY OF DIBOLL, TEXAS, PROVIDING FOR COMPENSATION THEREFOR, PROVIDING FOR AN EFFECTIVE DATE AND A TERM OF SAID FRANCHISE, PROVIDING FOR WRITTEN ACCEPTANCE OF THIS FRANCHISE, PROVIDING FOR THE REPEAL OF ALL EXISTING FRANCHISE ORDINANCES TO ONCOR ELECTRIC DELIVERY COMPANY LLC, ITS PREDECESSORS AND ASSIGNS, AND FINDING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED IS OPEN TO THE PUBLIC.

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

SECTION 1. GRANT OF AUTHORITY. That there is hereby granted to Oncor Electric Delivery Company LLC, its successors and assigns (herein called "Company"), the right, privilege and franchise to construct, extend, maintain and operate in, along, under and across the present and future streets, alleys, highways, easements held by the City to which the City holds the property rights in regard to use for utilities, public ways and other public property ("Public Rights-of-Way" or "Rights-of-Way") of the City of Diboll, Texas (herein called "City") electric power lines, with all necessary or desirable appurtenances (including underground conduits, poles, towers, wires, transmission lines, telephone and communication lines, and other structures for Company's own use), (herein called "Facilities") for the purpose of delivering electricity to the City, the inhabitants thereof, and persons, firms and corporations beyond the corporate limits thereof, for the term set out in Section 7.

SECTION 2. Poles, towers and other structures shall be so erected as not to unreasonably interfere with traffic over streets, alleys and highways.

SECTION 3. The City reserves the right to lay, and permit to be laid, storm, sewer, gas, water, wastewater and other pipe lines, cables, and conduits, or other improvements and to do and permit to be done any underground or overhead work that may be necessary or proper in, across, along, over, or under Public Rights-of-Way occupied by Company. The City also reserves the right to change in any manner any curb, sidewalk, highway, alley, public way, street, utility lines (or in the case of utility line owned by Company, to require that change by Company), storm sewers, drainage basins, drainage ditches, and the like. City shall provide Company with at least thirty (30) days' notice when requesting Company to relocate facilities and shall specify a new

location for such facilities along the Public Rights-of-Way. Company shall, except in cases of emergency conditions or work incidental in nature, obtain a permit, if required by City ordinance, prior to performing work in the Public Rights-of-Way, except in no instance shall Company be required to pay fees or bonds related to its use of the Public Rights-of-Way, despite the City's enactment of any ordinance providing the contrary. Company shall construct its facilities in conformance with the applicable provisions of the National Electrical Safety Code. City-requested relocations of Company facilities in the Public Rights-of-Way shall be at the Company's expense; provided however, if the City is the end use Retail Customer (customer who purchases electric power or energy and ultimately consumes it) requesting the removal or relocation of Company Facilities for its own benefit, or the project requiring the relocation is solely aesthetic/beautification in nature, it will be at the total expense of the City. Provided further, if the relocation request includes, or is for, the Company to relocate above-ground facilities to an underground location, City shall be fully responsible for the additional cost of placing the facilities underground.

If any other corporation or person (other than City) requests Company to relocate Company facilities located in City Rights-of-Ways, the Company shall not be bound to make such changes until such other corporation or person shall have undertaken, with good and sufficient bond, to reimburse the Company for any costs, loss, or expense which will be caused by, or arises out of such change, alteration, or relocation of Company's Facilities. City may not request the Company to pay for any relocation which has already been requested, and paid for, by any entity other than City.

If City abandons any Public Rights-of-Way in which Company has facilities, such abandonment shall be conditioned on Company's right to maintain its use of the former Public Rights-of-Way and on the obligation of the party to whom the Public Rights-of-Way is abandoned to reimburse Company for all removal or relocation expenses if Company agrees to the removal or relocation of its facilities following abandonment of the Public Rights-of-Way. If the party to whom the Public Rights-of-Way is abandoned requests the Company to remove or relocate its facilities and Company agrees to such removal or relocation, such removal or relocation shall be done within a reasonable time at the expense of the party requesting the removal or relocation. If relocation cannot practically be made to another Public Rights-of-Way, the expense of any right-of-way acquisition shall be considered a relocation expense to be reimbursed by the party requesting the relocation.

SECTION 4.

A. In consideration of the granting of this Franchise, Company shall, at its sole cost and expense, indemnify and hold the City, and its past and present officers, agents and employees harmless against any and all liability arising from suits, actions or claims regarding injury or death to any person or persons, or damages to any property arising out of or occasioned by the intentional and/or negligent acts or omissions of Company or any of its officers, agents, or employees in connection with Company's construction, maintenance and operation of Company's Facilities in the City Public Rights-of-Way, including any court costs, reasonable expenses and reasonable defenses thereof.

B. This indemnity shall only apply to the extent that the loss, damage, death or injury is attributable to the negligence or wrongful act or omission of the Company or its officers, agents or employees, and does not apply to the extent such loss, damage, death or injury is attributable to the negligence or wrongful act or omission of the City or the City's officers, agents, or employees or any other person or entity. This provision is not intended to create a cause of action or liability for the benefit of third parties but is solely for the benefit of Company and the City.

C. In the event of joint and concurrent negligence or fault of both Company and the City, responsibility and indemnity, if any, shall be apportioned comparatively between the City and Company in accordance with the laws of the state of Texas without, however, waiving any governmental immunity available to the City under Texas law and without waiving any of the defenses of the parties under Texas law. Further, in the event of joint and concurrent negligence or fault of both Company and the City, responsibility for all costs of defense shall be apportioned between the City and Company based upon the comparative fault of each.

D. In fulfilling its obligation to defend and indemnify City, Company shall have the right to select defense counsel, subject to City's approval, which will not be unreasonably withheld. Company shall retain defense counsel within seven (7) business days of City's written notice that City is invoking its right to indemnification under this franchise. If Company fails to retain counsel within such time period, City shall have the right to retain defense counsel on its own behalf, and Company shall be liable for all reasonable defense costs incurred by City, except as otherwise provided in section 4.B. and 4.C.

SECTION 5. This franchise is not exclusive, and nothing herein contained shall be construed so as to prevent the City from granting other like or similar rights, privileges and franchises to any other person, firm, or corporation. Any Franchise granted by the City to any

other person, firm, or corporation shall not unreasonably interfere with this Franchise.

SECTION 6. In consideration of the grant of said right, privilege and franchise by the City and as full payment for the right, privilege and franchise of using and occupying the said Public Rights-of-Way, and in lieu of any and all occupation taxes, assessments, municipal charges, fees, easement taxes, franchise taxes, license, permit and inspection fees or charges, street taxes, bonds, street or alley rentals, and all other taxes, charges, levies, fees and rentals of whatsoever kind and character which the City may impose or hereafter be authorized or empowered to levy and collect, excepting only the usual general or special ad valorem taxes which the City is authorized to levy and impose upon real and personal property, sales and use taxes, and special assessments for public improvements, Company shall pay to the City the following:

- A. As authorized by Section 33.008(b) of PURA, the original franchise fee factor calculated for the City in 2002 was 0.001748 (the "Base Factor"), multiplied by each kilowatt hour of electricity delivered by Company to each retail customer whose consuming facility's point of delivery is located within the City's municipal boundaries for determining franchise payments going forward.

Due to a 2006 agreement between Company and City the franchise fee factor was increased to a franchise fee factor of 0.001835 (the "Current Factor"), multiplied by each kilowatt hour of electricity delivered by Company to each retail customer whose consuming facility's point of delivery is located within the City's municipal boundaries on an annual basis.

However, consistent with the 2006 agreement, should the Public Utility Commission of Texas at any time disallow Company's recovery through rates of the higher franchise payments made under the Current Factor as compared to the Base Factor, then the franchise fee factor shall immediately revert to the Base Factor of 0.001748 and all future payments, irrespective of the time period that is covered by the payment, will be made using the Base Factor.

1. The annual payment will be due and payable on or before July 1 of each year throughout the life of this franchise. The payment will be based on each kilowatt hour

- of electricity delivered by Company to each retail customer whose consuming facility's point of delivery is located within the City's municipal boundaries during the preceding twelve month period ended April 30 (May 1 through April 30). The payment will be for the rights and privileges granted hereunder for the twelve calendar month period (July 1 through June 30) following the payment date.
2. The first payment hereunder shall be due and payable on or before July 1, 2025 and will cover the basis period of May 1, 2024 through April 30, 2025 for the privilege period of July 1, 2025 through June 30, 2026. The final payment under this franchise is due on or before July 1, 2044 and covers the basis period of May 1, 2043 through April 30, 2044 for the privilege period of July 1, 2044 through June 30, 2045; and
 3. After the final payment date of July 1, 2044, Company may continue to make additional annual payments in accordance with the above schedule. City acknowledges that such continued payments will correspond to privilege periods that extend beyond the term of this Franchise and that such continued payments will be recognized in any subsequent franchise as full payment for the relevant annual periods.
- B. A sum equal to four percent (4%) of gross revenues received by Company from services identified as DD1 through DD24 in Section 6.1.2 "Discretionary Service Charges," in Oncor's Tariff for Retail Delivery Service (Tariff), effective 1/1/2002, that are for the account and benefit of an end-use retail electric consumer. Company will, upon request by City, provide a cross reference to Discretionary Service Charge numbering changes that are contained in Company's current approved Tariff.
1. The franchise fee amounts based on "Discretionary Service Charges" shall be calculated on an annual calendar year basis, i.e. from January 1 through December 31 of each calendar year.
 2. The franchise fee amounts that are due based on "Discretionary Service Charges" shall be paid at least once annually on or before April 30 each year based on the total "Discretionary Service Charges", as set out in Section 6.B., received during the preceding calendar year. The initial Discretionary Service Charge franchise fee amount will be paid on or before April 30, 2025 and will be based on the calendar year January 1 through December 31, 2024. The final Discretionary Service Charge franchise fee amount will be paid on or before April 30, 2046 and will be based on the calendar months of January 1, 2045 through June 30, 2045.
 3. Company may file a tariff or tariff amendment(s) to provide for the recovery of the

franchise fee on Discretionary Service Charges.

4. City agrees (i) to the extent the City acts as regulatory authority, to adopt and approve that portion of any tariff which provides for 100% recovery of the franchise fee on Discretionary Service Charges; (ii) in the event the City intervenes in any regulatory proceeding before a federal or state agency in which the recovery of the franchise fees on such Discretionary Service Charges is an issue, the City will take an affirmative position supporting the 100% recovery of such franchise fees by Company and; (iii) in the event of an appeal of any such regulatory proceeding in which the City has intervened, the City will take an affirmative position in any such appeals in support of the 100% recovery of such franchise fees by Company.
5. City agrees that it will take no action, nor cause any other person or entity to take any action, to prohibit the recovery of such franchise fees by Company.
6. In the event of a regulatory disallowance of the recovery of the franchise fees on the Discretionary Service Charges, Company will not be required to continue payment of such franchise fees.

SECTION 7. This Ordinance shall become effective upon Company's written acceptance hereof, said written acceptance to be filed by Company with the City within sixty (60) days after final passage and approval hereof by City. The right, privilege and franchise granted hereby shall expire on June 30, 2045; provided that, unless written notice of cancelation is given by either party hereto to the other not less than sixty (60) days before the expiration of this franchise agreement, it shall be automatically renewed for an additional period of six (6) months from such expiration date and shall be automatically renewed thereafter for like periods until canceled by written notice given not less than sixty (60) days before the expiration of any such renewal period.

SECTION 8. This Ordinance shall supersede any and all other franchises granted by the City to Company, its predecessors and assigns.

SECTION 9. The sections, paragraphs, sentences, clauses and phrases of this Ordinance are severable. If any portion of this Ordinance is declared illegal or unconstitutional by the valid final non-appealable judgment or decree of any court of competent jurisdiction, such illegality or unconstitutionality shall not affect the legality and enforceability of any of the remaining portions of this Ordinance.

SECTION 10. In order to accept this franchise, Company must file with the City Secretary its written acceptance of this franchise ordinance within sixty (60) days after its final passage and approval by City.

SECTION 11. It is hereby officially found that the meeting at which this Ordinance is passed is open to the public and that due notice of this meeting was posted by City, all as required by law.

PASSED AND APPROVED at a regular meeting of the City Council of Diboll, Texas, on this the 14th day of January, 2025.

Trey Wilkerson, Mayor
The City of Diboll

ATTEST:

Rosa Olvera, City Secretary

STATE OF TEXAS §
COUNTY OF ANGELINA §
CITY OF DIBOLL §

**OPERATIONS AND MANAGEMENT AGREEMENT
NECHES PINES GOLF COURSE**

THIS OPERATIONS AND MANAGEMENT AGREEMENT (“Agreement”) is entered into this 6th day of January, 2025 by and between NECHES PINES GOLF COURSE, LLC, a Texas Limited Liability Company (“the Manager”), and THE CITY OF DIBOLL, a Texas Government Entity (“the City”).

1.0 Definitions

1.1 The City of Diboll (hereinafter referred to as "the City") is a governmental entity in the state of Texas and the owner of the Neches Pines Golf Course.

1.2 Neches Pines Golf Course, LLC (hereinafter referred to as "the Manager" or "Management") is a Texas Limited Liability Company contracted to manage and operate the Neches Pines Golf Course.

NECHES PINES GOLF COURSE, LLC is wholly owned by Nathan Pegram.

1.3 Neches Pines Golf Course (hereinafter referred to as "the Course") is a parcel of land commonly known as the Neches Pines Golf Course, which includes all buildings, fixtures, and other improvements located on the Course.

1.4 Agreement Year (hereinafter referred to as “Year”) is that period of twelve (12) consecutive calendar months beginning February 1 and ending January 31 throughout the Term of this Agreement.

2.0 Initial Term, Additional Term and Renewal

2.1 The Initial Term of this Agreement shall be three (3) years, commencing on the effective date.

2.2 Following the Initial Term, the Manager may opt into an Additional Term of seven (7) year term.

2.3 Upon expiration of the Initial Term and the Additional Term, the Agreement shall automatically renew for successive one (1) year periods, unless either party provides written notice of its intent not to renew at least one hundred and eighty (180) days prior to the expiration of the current Term.

3.0 Rent

3.1 In consideration of the City executing this Agreement and granting the rights provided in this Agreement, the Manager will pay the City \$120 each year payable on the 15th of each February hereafter until the Agreement Term or any extension thereafter expires.

3.2 Furthermore, the Manager will commit to completing improvements in addition to standard maintenance and upkeep hereafter until the Agreement Term or any extension thereafter expires.

4.0 Annual Report of Neches Pines Golf Course Operations

4.1 Management shall present an Annual Report on the operations of the Course at the regularly scheduled City Council meeting in February. At a minimum, the report shall include the following:

- A profit and loss comparison for the past Year
- A summary of completed maintenance projects
- A list of maintenance projects planned for the upcoming Year
- Relevant statistics regarding facility usage

4.2 Management shall address any proposed or required modifications to the Agreement and shall be prepared to respond to any questions posed by the City Council.

4.3 In the event that the regularly scheduled City Council meeting in February is canceled, the Annual Report shall be presented at the next regularly schedule City Council meeting.

5.0 Management's Maintenance Obligations

5.1 The Course. The responsibility for maintaining the playing surfaces of the Course lies with the Course Manager. This includes daily upkeep, annual treatments, and any necessary improvements or repairs to tee boxes, fairways, sand traps, roughs, approaches, greens, the ponds, the driving range and practice areas. The Manager shall ensure that the Course is maintained to the highest standard at all times.

In maintaining the Course, the Manager shall prioritize the pace of play, the level of difficulty, and the overall "curb appeal." All efforts shall align with standards set by the City to ensure the Course remains welcoming and enjoyable for all golfers.

5.2 Maintenance/Operations Equipment and Golf Carts. All equipment required for the operations, management and maintenance of the Course, including golf carts, shall be provided and maintained by the Manager.

5.3 Mowing and Trimming. Management is responsible for mowing and trimming the entire property known as the Neches Pines Golf Course, specifically:

- The "Front 9": Mowing and trimming from property line to property line, including the ditch along Lumberjack Drive.
- Clubhouse and Pavilion Areas: Mowing and trimming from property line to property line, including the ditch along Lumberjack Drive.
- The "Back 9": Mowing and trimming from property line to property line, extending to the established border of Old Orchard Park.

All mowing and trimming shall be performed regularly and maintained to a high standard, consistent with that of a premier facility.

5.4 Cart Path System. The Manager is responsible for ensuring that the cart path system, including all bridges, remains clear of debris, dirt, branches, or any other materials that may impede its use.

5.5 Restrooms. The Manager shall ensure that all restrooms are kept clean, stocked, and in good working order. Basic maintenance and minor repairs such as unclogging toilets, light bulb replacements, etc., are the responsibility of the Manager.

The Manager shall take all necessary measures to prevent plumbing from freezing during the winter months. This includes shutting off water supply, as well as properly insulating and wrapping pipes and faucets to safeguard them against freezing.

5.6 Clubhouse. The Manager shall maintain the clubhouse to a professional and inviting standard. Basic maintenance and minor repairs, including pressure washing and light bulb replacements, shall be the Manager's responsibility.

The Manager shall take all necessary measures to prevent plumbing from freezing during the winter months. This includes shutting off water supply, as well as properly insulating and wrapping pipes and faucets to safeguard them against freezing.

Any software, hardware, office equipment, supplies and furniture required to operate the clubhouse shall be purchased and maintained by the Manager.

5.7 Signage and Maps. The Manager is responsible for purchasing and maintaining all signage and maps, including pressure washing them as needed.

5.8 Pavilion. Basic maintenance and minor repairs of the pavilion, including pressure washing, unclogging toilets, light bulb replacement, etc., are the Manager's responsibility. Coordinating reservations of the pavilion shall also be the responsibility of Management.

The Manager shall take all necessary measures to prevent plumbing from freezing during the winter months. This includes shutting off water supply, as well as properly insulating and wrapping pipes and faucets to safeguard them against freezing.

5.9 Accessory Buildings. Accessory buildings, such as the cart barn, shall be maintained by the Manager. All maintenance and repair responsibilities fall to the Manager.

The Manager shall take all necessary measures to prevent plumbing from freezing during the winter months. This includes shutting off water supply, as well as properly insulating and wrapping pipes and faucets to safeguard them against freezing.

5.10 Trees. The Manager shall handle all trimming and pruning of trees. In coordination with the Director of Public Works, the Manager shall be responsible for removing fallen and dead trees, grinding all visible stumps and redressing the sites.

5.11 Irrigation System. The Manager shall maintain and repair the irrigation system past the City's irrigation pumps.

The Manager shall keep the Course irrigated and maintained in a manner to achieve the condition of or better than as it appears on the date this Agreement is executed.

The Manager shall take all necessary measures to prevent plumbing from freezing during the winter months. This includes shutting off water supply, as well as properly insulating and wrapping pipes and faucets to safeguard them against freezing.

5.12 Ball and Club Washers. The Manager shall ensure ball and club washers are available and in good working order.

5.13 Tee Box Markers. The Manager shall ensure that tee box markers are highly visible and maintained in good condition.

5.14 Ground Litter. The Manager is responsible for picking up ground litter across the entire Course.

5.15 Fuel Tanks. The Manager shall be required to order and purchase fuel for the Course's operations.

5.16 White Fence along Lumberjack and Arrington. Management shall ensure that the pickets and posts are kept clean of mold and mildew and shall reset any pickets and posts when necessary.

6.0 The City's Maintenance Obligations

6.1 White Fence along Lumberjack Drive and Arrington Road. The City is responsible for replacing broken or damaged posts and pickets.

6.2 White Gates on Lumberjack Drive and Arrington Road. White Gates on Lumberjack and Arrington. The City shall maintain all gates in proper working order and shall make all necessary repairs and replacements. Pressure washing, sand blasting and painting shall remain duties of the City.

6.3 Parking Lot. The City is responsible for the upkeep, repairs, and striping of the parking lot.

6.4 Well Pumps. The City shall be responsible for the maintenance, repair, and replacement of the water well pump and two (2) irrigation pumps located on the Course.

The City shall take all necessary measures to prevent plumbing from freezing during the winter months. This includes shutting off water supply, as well as properly insulating and wrapping pipes and faucets to safeguard them against freezing.

6.5 Cart Path System. The City is responsible for maintaining the cart path system, including all associated bridges, to ensure its usability. This includes tasks such as crack sealing, pothole repairs, and other necessary repairs or replacements.

6.6 Clubhouse. The City shall handle all major repairs and maintenance of the clubhouse, including painting, pest control, roof and slab repairs and other significant repairs in regards to the structure, electrical, mechanical and plumbing

6.7 Pavilions. The City shall handle all major repairs and maintenance of the pavilions, including painting, pest control, and all major repairs in regards to the structure, electrical, mechanical and plumbing.

6.8 Fuel Tanks. The City is responsible for the inspection, servicing, repair, and replacement of the fuel tanks.

6.9 Park Benches. The City shall repair and/or replace park benches along the Course as needed.

6.10 Trash Receptacles. The City shall repair and/or replace trash receptacles on the Course as needed.

6.11 Boom Mowing. The City shall boom-mow or maintain to an equivalent standard the creek banks on Holes #1 and #2 a minimum of two (2) times per calendar year.

7.0 Service Requests

7.1 The Manager shall submit service requests via email to the City with the subject line “Service Request.” The Manager shall provide a brief description of the required service, specify the exact location, and include a desired timeline for completion.

7.2 The City shall coordinate with Management to schedule the service.

7.3 Fulfillment of service requests is at the City’s discretion and shall depend on the availability of resources and funds.

8.0 Utilities

8.1 Electricity. Electricity bills shall be delivered directly to and paid by the City. The City shall then invoice Management for reimbursement.

8.2 Water and Wastewater. Water and Wastewater services shall be provided by the City at no cost to the Manager.

8.3 Natural Gas. If natural gas services are desired, Management shall be responsible for obtaining and paying for the service.

8.4 Telecommunications. WIFI and phone services are the responsibility of management. The supplier shall be determined by the Manager.

8.5 Solid Waste. Solid Waste services are subcontracted to Live Oak, Waste, LLC by the City. The City shall pay for solid waste services at no cost to the Manager.

9.0 Permits and Licenses

9.1 Management shall be responsible for applying for all necessary permits and licenses to operate and manage the Course, including paying any associated fees and fulfilling all obligations required to maintain compliance.

10.0 Food, Beverages and Alcohol

10.1 The Manager agrees to obtain and maintain all necessary permits and licensing as required to serve food, beverages and alcohol.

10.2 The Manager agrees to require all employees who will handle or sell alcohol to be certified by Texas Alcoholic Beverage Commission (TABC) within thirty (30) of their first day of employment.

10.3 The Manager agrees to require all employees who prepare, handle or serve food to be certified by Texas Health and Human Services (THHS) as a Licensed Food Handler.

Taxes

11.1 Real Property Taxes. The Manager shall be responsible for any applicable sales tax or personal property tax incurred after the date of execution of this Agreement. The City shall be responsible for any taxes, penalties, or tax delinquencies applicable to the Course during the period prior to the term or after termination or expiration thereof.

11.2 Other Taxes. The Manager will pay all taxes, license fees or other governmental charges assessed or imposed on the personal property of the Manager located on the Course or upon the business operations of the Manager conducted on the Course. The Manager's obligation under this section shall survive termination or expiration of the Agreement.

12.0 Insurance

12.1 The Manager shall provide worker's compensation insurance and general liability insurance in the amount of \$1,000,000.00 for each occurrence and in aggregate. The Manager shall carry the City as additional insured on all liability policies.

12.2 In the event the Manager purchases vehicles for use by the Course, the Manager shall purchase vehicle insurance in the amount of \$1,000,000.00 for each occurrence and in the aggregate.

12.3 The City shall maintain fire and extended coverage insurance on the structures located on the Course, including the clubhouse and related buildings with coverage limits not less than the full replacement cost of the building and related improvements, subject to the City's deductible.

12.4 The Manager shall purchase coverage insurance on the contents of the buildings, the maintenance equipment and club carts owned or leased by the Manager.

13.0 Capital Improvements and Alterations

13.1 The Manager shall be responsible for overseeing and executing all new capital improvements, repairs, and alterations to the Course that the City is either not obligated to undertake or chooses not to perform. Current and future projects completed will be documented within this agreement for future reference.

13.2 Except in the case of emergencies that are necessary to prevent injury to persons or property, the Manager must submit plans for repairs, improvements, alterations, or additions to the City for approval before any expenses are incurred.

13.3 The City shall have the sole discretion to approve or reject any proposed capital improvements or alterations to the Course.

14.0 Condition of the Course

14.1 The Manager acknowledges that it accepts the Course, including all furniture, fixtures, and equipment, in its current "AS IS" condition with the exceptions listed in Appendix A.

14.2 The Manager further acknowledges that no guarantees have been made by the City, or by the Manager's agents, employees, or representatives, regarding alterations, remodeling, improvements, repairs, decoration, or cleaning of the Course, and that the Manager has not relied on any such guarantees with the exceptions listed in Appendix A

14.3 The Manager shall promptly notify the City of any damage to the Course, regardless of the cause of such damage.

14.4 The Manager agrees to maintain the Course and return it to the City in a condition that is "as good as or better than" the condition at the time this Agreement is executed.

15.0 Operational Standards

15.1 Staffing. The Manager agrees to maintain a qualified and capable staff necessary to effectively perform all tasks associated with the management and operation of a high-quality golf course. The staff shall be well-trained and sufficiently staffed to meet the operational needs of the Course, ensuring the highest standard of service.

15.2 Customer Service. The Manager acknowledges that the Course is owned by the City and that the City expects all citizens and visitors to be treated with respect, fairness, and courtesy at all times. The Manager will ensure that all interactions with customers are conducted professionally, fostering a welcoming and inclusive environment for all users of the Course.

15.3 Marketing. The Manager is expected to leverage all appropriate platforms and strategies to successfully market the Course, both within and beyond the corporate limits of Diboll. This includes utilizing digital media, local partnerships, and traditional marketing techniques to increase awareness, participation, and engagement with the Course.

15.4 Communications. The Manager agrees to communicate critical information concerning the Course, including but not limited to closures, tournaments, special events, and other important updates, in an effective, clear, and timely manner. The Manager will utilize appropriate channels (e.g., social media, email, signage) to ensure the public is informed promptly.

15.5 Record Keeping. The Manager agrees to maintain accurate and detailed financial records related to the operation of the Course for a period of four (4) years after the conclusion of any Agreement Year, in accordance with sound accounting practices. These records will be made available for examination by the City at any reasonable time during business hours, to ensure transparency and accountability in the financial management of the Course.

16.0 Damage and Restoration

16.1 If the buildings, land or other fixtures on the Course should be partially or materially damaged or totally destroyed by fire or other casualty, or a force of majeure occurrence beyond the control of either the City or the Manager, either the City or the Manager shall have the right to terminate the Agreement upon written notice to the other party, provided that in the event the damages to the Course does not exceed a cost of \$100,000.00, and such repairs can be completed within six (6) months, the City shall repair the Course or provide the reasonable substitutes of similar quality and function.

16.2 If neither the City nor the Manager elects to terminate this Agreement, the City will repair, reconstruct or replace the buildings, improvements and real property to a condition as good as or better than the condition in which the buildings, improvements and real property existed prior to their damage or destruction.

16.3 If repair, reconstruction or replacement is prohibited under then existing laws, this Agreement shall terminate without further obligation on the part of either party.

17.0 Force Majeure

17.1 Force Majeure. If an event of force majeure occurs, including without limitation, hurricane, tornado, declared or undeclared war, sabotage, riot or other acts of civil disobedience, acts of government, labor disputes, shortages of fuel, accidents, fires, explosions, floods, earthquakes, other acts of God, or events beyond either Party's reasonable control, which substantially prevents either Party's fulfillment of any of its obligations hereunder, it is agreed that such obligation shall be excused for the duration of the force majeure even, provided that the Party affected by such event shall give prompt written notice of the force majeure circumstances to the other Party and shall resume fulfillment of its obligations as soon as practicable.

18.0 Assignment

18.1 Except as otherwise provided below, the Manager shall not assign this Agreement or sublet any of the Course without the prior written consent of the City, provided that the Manager in this Agreement shall continue to be liable for all obligations under this Agreement.

18.2 The Manager shall notify the City of any proposed assignment or subletting at least thirty (30) days prior to the proposed effective date of such assignment or subletting.

18.3 In the event that any such assignment or subletting is approved by the City, the assignee shall agree in writing to be bound by all of the covenants of this Agreement required of the Manager.

18.4 The Manager may introduce minority owners, which may include individuals or entities holding a smaller ownership interest in the LLC. However, the inclusion of such minority owners is subject to obtaining written approval from the City. Furthermore, Mr. Pegram shall always retain a majority ownership interest in the LLC unless written approval from the City is granted.

18.4 Any assignment or subletting in violation of this section shall be null and void.

18.5 The Manager shall have the right to engage independent contractors for professional golf instructions without obtaining the City's consent.

19 Breach and Remedies

19.1 The following conditions will constitute a breach of this Agreement and a default hereunder:

Conditions of default.

- 1) If the Manager fails to pay rent or fulfill any other monetary obligation of the Manager to the City, and the Manager fails to pay any third-party services or utility bills pursuant to the terms of this Agreement, and the Manager fails to cure such monetary default within fifteen (15) days after written notice from the City to the Manager of such monetary default.

2) If either party fails to perform any of its non-monetary obligations under this Agreement when due or called for, and the party in default fails to cure such non-monetary default within thirty (30) days after written notice from the non-defaulting party of such non-monetary default; provided, however, that if the nature of the non-monetary default is the result of a force majeure occurrence or is otherwise of a nature such that it cannot be fully cured within that thirty (30) day period, the party in default shall have such additional time as is reasonably necessary to cure the default so long as the party in default is proceeding diligently to complete the necessary cure after service of notice by the non-defaulting party.

3) If the Manager becomes insolvent or bankrupt or admits in writing its inability to pay its debts as they mature, or makes an assignment for the benefit of creditors, or if a trustee or receiver is appointed for the Manager or for a major part of its property, or any bankruptcy, reorganization, arrangement, insolvency or liquidation proceeding, or other proceeding for relief under any bankruptcy law or similar law for the relief of debtors is instituted (A) by the Manager, or (B) against the Manager and is allowed against it or is consented to by it or is not dismissed within sixty (60) days after such institution.

4) The occurrence of any default by the Manager under this Agreement that occurs more than three (3) times in any period of twelve (12) months, whether or not such default is subsequently cured.

19.2 Remedies.

1) In the event of the Manager's default, the City shall have the rights and remedies hereinafter set forth, which shall be distinct, separate and cumulative and shall not operate to exclude or deprive the City of any other right or remedy allowed it at law or in equity:

- a) The City may terminate this Agreement by giving to the Manager written notice of the City's election to do so, in which event the term of this Agreement shall end, and all right, title and interest of the Manager hereunder shall expire, on the date stated in such notice;
- b) The City may enforce the provisions of this Agreement and may enforce and protect the rights of the City hereunder by a suit or suits in equity or at law for the specific performance of any covenant or agreement contained herein, and for the enforcement of any other appropriate legal or equitable remedy, including without limitation injunctive relief, recovery of all money due or to become due from the Manager under any of the provisions of this Agreement and recovery of damaged incurred by the City by reason of the default.

2) If either party at any time by reason of the other party's default pays any sum or does any act that requires payment of any sum, the sum paid by the non-defaulting party shall be due within thirty (30) days and owing by the defaulting

party to the non-defaulting party at the time the sum is paid, and if paid at a later date shall bear interest at the rate of eight percent (8%) per annum until the non-defaulting Party is reimbursed by the defaulting Party.

3) If either the City or the Manager should find it necessary to bring an action in a court of law to enforce any of its rights or remedies under this Agreement, both parties agree that the prevailing party in any such litigation shall be entitled to a recovery of reasonable attorney's fees and costs incurred by way of such action.

20 Termination

20.1 After the Initial Term of three (3) years, or ten (years) if the Manager exercises its option for the Additional Term of seven (7) years, either party may choose to terminate the Agreement for any reason.

20.2 The notice of termination must be in writing no less than one hundred and eighty (180) days before the Agreement is to be terminated.

21 Transfer of LLC

21.1 The Manager shall not sale or transfer the LLC within the Initial Term of three (3) years unless the sale or transfer is approved by the City

21.2 The Manager agrees that the Agreement is null and void if ownership of the LLC is sold or transferred without prior approval of the City.

21.3 If a sale or transfer of the LLC is desired, the Manager shall notify the City of intentions to sale or transfer the LLC no less than one hundred and eighty days before the sale or transfer is to be completed.

21.4 The Manager shall not attempt to do business as the Neches Pines Golf Course without an executed Agreement and in good standing with the City.

22.0 Notices and Address

22.1 All notices, demands, requests or replies provided for or permitted by this Agreement shall be in writing and may be delivered by any one of the following methods:

- By personal delivery
- By deposit with the United States Postal Service as certified or registered mail, return receipt requested and with postage prepaid to the address stated below
- By e-mail
- By deposit with an overnight express delivery service.

22.2 Notices shall be effective upon receipt.

22.3 For purposes of notice (legal or otherwise), demand, request, reply or payment, the address of the City shall be:

**City of Diboll
Attn: City Manager
P.O. Box 340
Diboll, Texas 75941**

Phone: (936) 829-4757

Email: jarnold@cityofdiboll.com

22.4 For purposes of notice (legal or otherwise), demand, request, reply or payment, the address of the Manager shall be:

**NECHES PINES GOLF COURSE, LLC
Attn: Nathan Pegram
Lufkin, TX 759**

Phone: (936) 888-1001

Email: nathan.peggram@adts-inc.com

IN WITNESS THEREOF, the parties have executed this Agreement as of the date set forth above.

The City:

The Manager:

**The City of Diboll, a Texas
Government Entity**

**NP, LLC, a Texas Limited
Liability Company**

By: _____

By: _____

Name: Trey Wilkerson
Title: Honorable Mayor

Name: Nathan Pegram
Title: President

ACKNOWLEDGMENT

State of Texas
County of Angelina

This instrument was acknowledged before me on the ____ day of _____, 20__ by
Trey Wilkerson, Honorable Mayor of City of Diboll, Texas, and Nathan Pegram,
President of NECHES PINES GOLF COURSE, LLC.

(seal)

Notary Public's Signature

APPENDIX A

The City commits to completing the projects listed below within a reasonable timeframe. Upon completion, the maintenance responsibilities for these projects will fall under the appropriate authority as established in Section 5.0 Management's Maintenance Obligations and 6.0 The City's Maintenance Obligations.

The City shall:

1. Pressure wash all white fencing along Lumberjack Drive and Arrington Road.
2. Perform necessary repairs to the gates on Lumberjack Drive and Arrington Road, ensuring they are in proper working order. This includes straightening, replacing broken hinges, and installing new latches. Additionally, the gates shall be prepped and painted as required.
3. Remove the nine (9) dead trees located in and around the parking lot. The City shall also grind the stumps and restore the area.
4. Remove the 15' x 16' informational billboard located at the clubhouse and restore the surrounding area.
5. Replace both air conditioning units at the clubhouse.
6. Replace approximately 150 feet of collapsed field drainage line at the front 9 restrooms. The septic tank shall be pumped and cleaned, with all gaskets and seals replaced. Any damaged pipes shall be replaced accordingly.
7. Ensure the irrigation system is fully operational and in proper working condition.



City of Diboll Volunteer Fire Department



December 2024 Council Report

December 2nd

- Pledge
 - Incident Reports
 - Business Meeting
 - Board Election
 - Run trucks
 - Clean station
- Fireman present (12)

December 9th

- Pledge
 - Incident Reports
 - Training on hoses
 - Run trucks
 - Clean station
- Fireman present (12)

December 16th

- Pledge
 - Incident Reports
 - Training on extraction
 - Clean station
- Fireman Present (10)

December 23rd

Holiday

December 30th

Holiday



City of Diboll Volunteer Fire Department



December 2024 Emergency Incidents (11)

December 4, 2024 - 1601

- **Call # 2400000251**
Hwy 59 South
10 / 50
Out of City
Trucks NA
Diboll Fire personnel responded (3)
7805, 7810, 7827

December 5, 2024 - 1022

- **Call # 2400000252**
1000 Lumberjack Dr.
Fire / Ag Department
In City
Trucks 54
Diboll Fire personnel responded (4)
7805, 7814, 7827, 7836

December 5, 2024 - 1208

- **Call # 2400000253**
1729 Old Diboll Hwy
10 / 50
Out of City
Trucks NA
Diboll Fire personnel responded (4)
7801, 7814, 7835, 7836

December 8, 2024 - 1756

- **Call # 2400000254**
403 N First St.
House Fire
In City
Trucks 54, 55
Diboll Fire personnel responded (10)
7801, 7814, 7820, 7821, 7826, 7827, 7829, 7835, 7836, 7837



City of Diboll Volunteer Fire Department



December 9, 2024 - 1941

- **Call # 2400000255**
8747 HWY 59 S / RV Park Lot # 34
Carbon Monoxide Alarm
Out of City
Trucks NA
Diboll Fire personnel responded (5)
7819, 7820, 7826, 7827, 7836

December 16, 2024 - 0608

- **Call # 2400000257**
All Families Mortuary
10 / 50
Out of City
Trucks 54
Diboll Fire personnel responded (3)
7814, 7824, 7836

December 24, 2024 - 1617

- **Call # 2400000259**
All Families Mortuary
10 / 50
Out of City
Trucks 54
Diboll Fire personnel responded (7)
7801, 7808, 7820, 7824, 7826, 7827, 7836

December 26, 2024 - 1349

- **Call # 2400000260**
HWY 59 N / Blue Jay St.
10/50
Out of City
Trucks 54
Diboll Fire personnel responded (7)
7805, 7810, 7820, 7824, 7826, 7827, 7836



City of Diboll Volunteer Fire Department



December 26, 2024 - 1817

- **Call # 2400000261**
7700 Hwy 59 S
Traffic Control
Out of City
Trucks 54
Diboll Fire personnel responded (3)
7805, 7819, 7826

December 27, 2024

- **Call # 2400000262**
4559 @ FM 1818
10/50 – Fuel Leak
In City
Trucks 54, 63
Diboll Fire personnel responded (3)
7810, 7814, 7827,

December 28, 2024 - 1244

- **Call # 2400000263**
7960 HWY 59
10/50
Out of City
Trucks 54, 55
Diboll Fire personnel responded (7)
7801, 7805, 7814, 7820, 7826, 7827, 7836



Diboll Police Department

Monthly DEPT. STATS
DECEMBER 2024

CALLS FOR SERVICE (DISPATCHED)	257
CALLS FOR SERVICE (SELF-INITIATED)	1076
BUSINESS/BUILDING CHECKS	13
EXTRA PATROLS/ PATROL REQUESTS	181
TRAFFIC STOPS	882
TOTAL ARRESTS	7
MISD. ARREST	6
FELONY ARREST	1
INCIDENT REPORTS	25
CRASH REPORTS	5



Public Works Director Council Report – January 2024

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 points as SOAP is completing work in the field. Working to be completed before the Christmas holidays. A realistic goal would be to have the final walkthrough and acceptance the first week of January.

SCADA - WWTP Functional Performance Testing and Graphics updates are ongoing. Completion week of 1/8/24

SCADA - still adjusting the plant timing and should be completed next week. Then will schedule turnover.

SCADA - waiting on update from climatic on the timing issue with command control at the wastewater treatment plant.

New logic has been updated to correct timing issues with controllers. Meeting scheduled for 4/5/2024 to walkthrough and review system. We will then schedule a final walkthrough and staff training.

Final walkthrough and staff training scheduled for 5/16/2024

During the final walkthrough we found some issues with the SCADA programing at the WWTP. Techs are working with the manufacturers of the system controllers to correct the problem.

SOAP contractors have had issues with completing the scope of work associated with this project. After conferring with PSI they have decided to hire Prime Controls to come in and perform a complete system analysis of work completed by SOAP. This will be at no additional cost to the city.

Prime controls were on site 9/4/2024. We made site visits to all locations controlled by SCADA. Original scope of work was provided. They are now working on a complete system analysis for us to review.

We are still awaiting the system evaluation from Prime Controls. We have had two system failures this past month. December 6th through December 12th. We lost signal from the level controller at

the prison lift station on South First Street. During this 7-day period we were on site 24/7 to control the level in the wet well. We rotated three eight hour shifts per day. The second system failure on December 30th through January 8th. This was a communication failure between the water utilities Scada system and pump controllers. We were on site 24/7 again working there eight-hour shifts. We were monitoring the tank levels and controlling the pumps to maintain system pressure. Climatic has agreed to reimburse the city for the man hours used to operate the system during these times. Prime controls have been able to identify the issues and will have a full report soon. During this time, they have been very responsive to assisting in this matter.

Estimated completion date TBD .

Status: 95% 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

programming 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.

Water meters - skip list locates, on 21 remaining meters. Wanting to complete by week of 1/8-1/12. Billing Integration - Ongoing

The second round of interface and field staff training will be scheduled this week.

Water meters -still have 5 meters on order and to install. This will be late April or early May before meters on hand

Customer Portal setup - Neptune is working on setting up the portal. Should be completed by end of next week.

Second training to be scheduled when Portal is completed for Neptune 360 and field troubleshooting.

Develop and send out mailer for water customers regarding Customer Portal

Mailer for portal info being developed. Proof next week for review

The remaining meters have arrived, and installation scheduled for 5/22/2024

Incorrect meters were shipped. Correct meters have been reordered. Our second round of meter testing is scheduled for July.

We are still waiting for the meters to arrive. We have rescheduled the meter testing for after all meters are installed.

Neptune has provided the ship dates for the order.

1	4 x 14	April 11, 2025
1	4 x 20	April 11, 2025
3	1-1/2 x 13	March 7, 2025

Meter testing scheduled for January.

[Meter list is approved awaiting start date.](#)

Estimated completion date of TBD

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.

Plans and specifications are being reviewed by KSA internally. They anticipate scheduling a review meeting with city staff within the next couple of weeks.

KSA is working on the final design phase of the project. Danny will have an update next week on when the plan specs will be submitted to the water board.

Final design is continuing. Major effort now is on electrical design. We anticipate plans submitted to TWDB for review in July.

Proceeding with electrical design. KSA is wrapping up the final pieces of the specifications and contract documents. I anticipate submittal to TWDB for plan review next week.

We are in the TWDB plan review phase. Once approved we can advertise for bids.

Waiting on TWDB review. The TWDB is presently backlogged while working funding applications and closings. I would expect to have review completed in January.

TWDB project team has been backlogged while working to clear deadlines for project funding closings and funding applications. This has impacted review of several of KSA projects. Danny will be checking the project status next week.

Estimated completion date of 12/1/2025.

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 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.

Preconstruction meeting held on 1/17/2023. Contract time begins February 12, 2024 with substantial completion on or before

May 13, 2024 and final completion on or before June 13, 2024.

Last communication with Terry Black was that the materials have been delivered to his yard in Alto. He has a crew wrapping up a job in Greenville and should be onsite early this month.

Materials have been delivered to the job site and construction has started.

Received Pay Application #2 from Terry Black Construction yesterday. As of the end of June they have installed approximately 1,250 LF of pipe. As of my last conversation with Terry Black, they had completed up to the bypass and were coordinating with the TxDOT contractor for some ROW clearing that had not been completed.

Rite of way clearing completed. Boring of overpass under way week of 10/3/2024

Terry Black is ready to begin the bore under the new bypass. Presently working on bore rig repair to mobilize to site.

Last report is Terry Black getting bore rig repaired. I have a voicemail to Terry to get update.

[Terry Black is back onsite to complete the long bore under the bypass. We will check with them regarding an estimated completion date.](#)

Estimated completion date of 2/1/2025.

Status: 75% Complete

Well #1

Well number 1 has had some electric issues. The damaged wiring has been replaced between the well head and the control panel. After repairs were made issues still existed with the submersible pump. We are gathering quotes for repairs. We have completed removal and inspection of the pumping equipment from Well No. 1 and have completed a TV Survey of the well. Listed below are the findings. Pumping Equipment Inspections of the pumping equipment found that the 50 HP submersible motor megohms bad on all 3 legs and the rotor is locked. The pump was found to have over-tolerance wear to all the bowl bearings and their respective shaft surfaces. The impeller skirts and their respective intermediate bowl wear rings also contain over-tolerance wear. All the 4" pump columns contain deep rust pits on their external surfaces. The cable on the downhole probe was found to be damaged the existing discharge head was found to be very rusty and corroded on the OD and inside of the electrical box.

TV Survey

A TV Survey was performed on 02/19/2024 to investigate conditions of the well after removing the pumping equipment from the well. The static water level was 225 feet and the total depth viewed was 594 feet. Reviewing the survey video revealed scale build-up at 9' onward. The screen perforations are partially plugged. There were no structural issues noted at this time. Based on available data about the well, it appears that there is about 10 feet of screen covered by fill in the bottom of the well, and a total 30 feet of fill.

We are seeking quotes for

Recommended Pumping Equipment and Services Well Rehabilitation

- Haul work pipe, air compressor, and ancillary equipment necessary for wire brushing and jetting operations.
- Service rig and crew to mechanically wire brush the screen and blank liner with

a sodium hypochlorite solution.

- Service rig, crew. And air compressor to jet accumulated debris from the bottom of the well.

Pumping Equipment and Rehabilitation

- New 300 GPM submersible pump with lift nipple
- New 50 HP, 3/60/460 volt, 3600 RPM submersible motor
- 460 ft. new #4/3C WG submersible motor cable with splice kit
- 450 ft. new 4" T&C pump column
- Centralize the lower 3 joints of pump column to protect the submersible motor and downhole probe cables
- New 4" ductile iron check valve
- New 4" submersible discharge head with junction box
- New 1/4" stainless steel airline complete with water level detector kit
- New submersible transducer with display
- Miscellaneous items to make operational
- Shop labor to assemble the new equipment and load for shipment

Staff will be asking the council to consider or act on a task order for engineering services with KSA for the Water Well No. 1 Rehabilitation project.

Final Design - Prepare contract documents and technical specifications for public bidding. This will include all required agreement forms and other forms required by the city and/or state for inclusion in a public works construction contract. The technical specifications will detail the well rehabilitation process and pump installation for compliance with TCEQ and TDLR regulations. This phase is estimated to be completed within 30 calendar days.

Bidding - These services will include coordination of placing bid advertisements in the Lufkin Daily News, posting the bidding documents to civcastusa.com for distribution to potential bidders, conducting the bid opening, reviewing & tabulating bids received, and presentation of bidding summary to the city council for potential award of a construction contract. This phase is estimated to be completed within 25 calendar days subject to newspaper publication dates/deadlines and the city council meeting schedule.

Construction Administration - These services will include preparation of the final construction contract documents, coordinating execution of the construction contract, conducting a pre-construction conference, reviewing contractor submittals (materials, equipment, procedures, etc.), monthly site visits by Engineer, review and processing of monthly contractor pay applications, and final inspection upon completion of the project. This phase is estimated to be completed within 130 calendar days which includes estimated time for execution of the construction contract, scheduling of the pre-construction conference, and a 3-month construction duration.

Specifications are at KSA for review. We should be ready to advertise next week 5/13/2024

Bid opening scheduled for Jun 13th.

Construction agreements have been sent to Smith Pump for execution. Once we have them back, we will review for completeness and send for execution by the mayor.

Preconstruction meeting scheduled for 8-9-2024. Notice to Proceed date will be set then.

Site visits completed 8/14/2024. Smith pump mobilizing and scheduling crews to be began work. They are planning to be on site by the middle of September.

Smith Pump has provided submittals and we are presently reviewing them. Final review should be returned to them the week of November 11th.

Submittals approved and returned to contractor. Awaiting equipment delivery.

Estimated completion date 2/1/2025

Status: 20% completed

Entrance Gates Golf Course

We have removed and repaired 3 entrance gates on Lumberjack and 1 gate on Arrington. This included Straightening the gates while cutting down and replacing all hinges. Replacing the entire 5' of rotting fence with new metal. Install fully open/close stop latches. Replacing all missing pickets. Working on sanding and repainting them as weather permits.

MOCKINGBIRD LANE DITCH CLEANING

Ditch cleaning Mockingbird Lane– Approximately 10,812 LF. Pull ditches, remove debris and clear flow lines using grader. Dispose sediment in designated area.

Estimated completion 3/1/2025

Status:75% complete

Park Clean Up

10 trees were blown down form the storm that passed through on 4/28/2024. Parks and street crews have been working daily to cut up and hall of the debris. Three sections of walking trail were damaged totaling 70 feet. On 5/9/2024 another storm hit the park and blew down 2 more trees. The playland behind pavilion 2 was damaged and 100 ft of hike and bike trail. Quotes have been received to make hiking bike trail repairs. Waiting on playland quote to file insurance claim. [The city completed base repairs in the sections of affected hike and bike trail. We are currently acquiring new quotes for just the asphalt overlay.](#)

Estimated completion: 2/28/2024

Status of completion: 90%

Ground Storage Meter and Lumberjack Hydrant

The water department changed our the broken 6 in gate valve and 6 inch booster pump meter at ground storage. They opened a few fire hydrants on Lumberjack Dr. to relieve pressure on the main. After repairs were complete the hydrant in front of the golf course dropped an we were not able to shut it off. Locates were called in and crews excavated the area to access the hard head valve that controlled the hydrant. We have black bagged the hydrant and scheduled repairs. Plans to excavate and measure hydrant depth week of 1/13/2025. [We will order the hydrant after confirmation.](#)

Estimated completion 3/1/2025

Status of completion: 65%

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.

We have started sanding and prepping the bridge next to pavilion 3 for paint.

Bridge by pavilion three is complete. We will continue remaining two bridges as weather permits.

[We will finish painting as soon as we complete the golf course gates.](#)

Estimated completion date of 1/30/2025.

Status: 15% complete

WWTP AERATORS

Both replacement aerators have been ordered.

Water Leaks Repaired

[11/30/2024 2inch line Carter Drive](#)

[12/3/2024 6inch line Lumberjack Dr.](#)

[12/5/2024 2inch line Mulberry](#)

[12/6/2024 2inch valve replacement Mulberry](#)

12/11/2024 6inch production line Lumberjack Dr. (SAYCAR construction damage)

12/26/2024 Service line leak golf course

1/9/2025 Service leak Glass St.

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.

We will be competing the initial lead service line inventory by 1-17-2025.

Completion date of 4/30/2025

Status 10% Complete

Welcome to Diboll Signs

The old signs have been removed. New signs on order. New concrete base pads scheduled to be installed.

Signs have been installed. Once flood lights are installed project will be completed. Flood lights installed and project is complete

Completion date of 12/30/24

Status 100% 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 ditch 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.

Glass Street – We need to bring in approximately six loads of rip-rap to repair and prevent further soil erosion. Remove fallen and dead trees preventing water flow.

Work Order Report

12/6/2024-1/8/2025

Service Order #	Service Address	Job Date	Completion Date	Job Code	Staff
SO0005331	611 S TEMPLE	1/8/2025	1/8/2025	Connect	WATER
SO0005333	301 SAXTON	1/8/2025	1/8/2025	Reinstate	WATER
SO0005334	707 CYPRESS	1/8/2025	1/8/2025	Reinstate	WATER
SO0005330	299 1/2 N HINES	1/7/2025		Service Action	WATER
SO0005326	1107 REDBUD AVE	1/7/2025	1/7/2025	Water Repairs/Maint	WATER
SO0005327	822 WELLS	1/7/2025	1/7/2025	Water Repairs/Maint	WATER
SO0005314	1422 GANDY	1/6/2025	1/6/2025	Water Repairs/Maint	WATER
SO0005316	1005 B LYNN	1/6/2025	1/6/2025	Disconnect	WATER
SO0005317	1005 B LYNN	1/6/2025	1/6/2025	Connect	WATER
SO0005318	608 ARRINGTON	1/6/2025	1/6/2025	Water Repairs/Maint	WATER
SO0005319	211 DALE	1/6/2025	1/6/2025	Water Repairs/Maint	WATER
SO0005321	413 S TEMPLE	1/6/2025	1/6/2025	Disconnect	WATER
SO0005322	400 JACKSON	1/6/2025	1/6/2025	Water Repairs/Maint	WATER
SO0005323	415 BIRDSONG	1/6/2025	1/6/2025	Water Repairs/Maint	WATER

SO0005324	415 BIRDSONG	1/6/2025		Sewer Repairs/Maint	WASTEWATER
SO0005325	415 BIRDSONG	1/6/2025	1/6/2025	Connect	WATER
SO0005310	710 ASHFORD	1/3/2025	1/6/2025	Water Repairs/Maint	WATER
SO0005311	1007 RED OAK LN	1/3/2025	1/6/2025	Water Repairs/Maint	WATER
SO0005312	1200 CORRINE	1/3/2025	1/6/2025	Water Repairs/Maint	WATER
SO0005313	314 S NEAL PICKETT	1/3/2025	1/6/2025	Water Repairs/Maint	WATER
SO0005308	609 CARTER	1/2/2025	1/2/2025	Water Repairs/Maint	WATER
SO0005304	310 BOX FACTORY	12/30/2024	1/6/2025	Connect	WATER
SO0005305	312 BOX FACTORY	12/30/2024	1/2/2025	Water Repairs/Maint	WATER
SO0005306	710 ASHFORD	12/30/2024	1/2/2025	Water Repairs/Maint	WATER
SO0005297	200 DEVEREAUX	12/27/2024	12/26/2024	Occupant Change	WATER
SO0005298	304 WHITE OAK	12/27/2024	12/27/2024	Disconnect	WATER
SO0005300	304 WHITE OAK	12/27/2024	12/27/2024	Connect	WATER
SO0005301	109 S FIRST	12/27/2024	1/2/2025	Water Repairs/Maint	WATER
SO0005303	719 PERSIMMON	12/27/2024	12/27/2024	Service Action	WATER
SO0005294	103 HENDRICK	12/26/2024		Street Repair/Maint	STREET
SO0005295	211 HAMNER	12/26/2024	12/26/2024	Reinstate	WATER
SO0005296	204 FULLER	12/26/2024	12/26/2024	Water Repairs/Maint	WATER
SO0005329	299 1/2 N HINES	12/24/2024	1/7/2025	Service Action	WATER

SO0005263	1411 GLASS	12/23/2024 1/8/2025	Cutoff	WATER
SO0005264	407 N NEAL PICKETT	12/23/2024 1/8/2025	Cutoff	WATER
SO0005265	403 JACKSON	12/23/2024 1/8/2025	Cutoff	WATER
SO0005266	1001 MAYNARD	12/23/2024 1/8/2025	Cutoff	WATER
SO0005267	209 HAMNER	12/23/2024	Cutoff	WATER
SO0005268	401 JACKSON	12/23/2024	Cutoff	WATER
SO0005269	1407 FAIRCHILD	12/23/2024 1/8/2025	Cutoff	WATER
SO0005270	707 CYPRESS	12/23/2024 1/8/2025	Cutoff	WATER
SO0005271	301 SAXTON	12/23/2024 1/8/2025	Cutoff	WATER
SO0005272	403 S FIRST	12/23/2024 1/8/2025	Cutoff	WATER
SO0005273	1394 N TEMPLE	12/23/2024	Cutoff	WATER
SO0005274	516 RUTLAND	12/23/2024	Cutoff	WATER
SO0005275	308 PINE	12/23/2024 1/8/2025	Cutoff	WATER
SO0005276	208 S FIRST	12/23/2024	Cutoff	WATER
SO0005277	211 PINE	12/23/2024	Cutoff	WATER
SO0005278	217 RHONE B	12/23/2024	Cutoff	WATER
SO0005279	207 RUTLAND	12/23/2024 1/8/2025	Cutoff	WATER
SO0005280	905 DOGWOOD RIDGE Dr	12/23/2024 1/8/2025	Cutoff	WATER
SO0005281	718 PINEWOOD	12/23/2024 1/8/2025	Cutoff	WATER

SO0005282	LIFT STATION/HOLUBEC	12/23/2024	Cutoff	WATER
SO0005283	211 HAMNER	12/23/2024	Cutoff	WATER
SO0005284	500 S TEMPLE	12/23/2024	Cutoff	WATER
SO0005285	206 DALE	12/23/2024	Cutoff	WATER
SO0005286	300 PARK BLDG	12/23/2024	Cutoff	WATER
SO0005287	1419 RYAN CHAPEL RD	12/23/2024	Cutoff	WATER
SO0005288	406 N TEMPLE Dr	12/23/2024	Cutoff	WATER
SO0005289	1430 N TEMPLE JR'S PARTY BARN	12/23/2024 1/8/2025	Cutoff	WATER
SO0005290	413 BOX FACTORY	12/23/2024	Cutoff	WATER
SO0005291	1500 N HENDRICK C 2	12/23/2024 1/8/2025	Cutoff	WATER
SO0005292	208 S FIRST	12/23/2024 12/23/2024	Reinstate	WATER
SO0005293	104 HENDRICK	12/23/2024 12/23/2024	Reinstate	WATER
SO0005262	223 N TEMPLE	12/20/2024 1/2/2025	Street Repair/Maint	STREET
SO0005258	303 HINES	12/18/2024 12/18/2024	Disconnect	WATER
SO0005259	303 1/2 HINES	12/18/2024 12/18/2024	Disconnect	WATER
SO0005260	303 HINES	12/18/2024 12/18/2024	Connect	WATER
SO0005261	303 1/2 HINES	12/18/2024 12/18/2024	Connect	WATER
SO0005254	400 KENLEY CITY HALL	12/17/2024 12/18/2024	Water Repairs/Maint	WATER
SO0005255	925 DENMAN	12/17/2024 12/17/2024	Sewer Repairs/Maint	WASTEWATER

SO0005256	103 C ST	12/17/2024 12/17/2024	Connect	WATER
SO0005257	1106 REDBUD AVE	12/17/2024 12/19/2024	Water Repairs/Maint	WATER
SO0005252	1427 RYAN CHAPEL RD	12/16/2024 12/17/2024	Connect	WATER
SO0005253	309 N HENDRICK	12/16/2024 12/17/2024	Water Repairs/Maint	WATER
SO0005247	211 RUTLAND	12/16/2024 12/16/2024	Reinstate	WATER
SO0005248	200 N TEMPLE	12/16/2024 1/2/2025	Water Repairs/Maint	WATER
SO0005249	415 BIRDSONG	12/16/2024 1/2/2025	Sewer Repairs/Maint	WASTEWATER
SO0005250	1007 OAK HOLW	12/16/2024 12/16/2024	Disconnect	WATER
SO0005242	512 WESTCHESTER	12/13/2024 12/13/2024	Disconnect	WATER
SO0005243	509 WESTCHESTER	12/13/2024 12/13/2024	Disconnect	WATER
SO0005244	509 WESTCHESTER	12/13/2024 12/13/2024	Connect	WATER
SO0005245	801 CYPRESS	12/13/2024 12/16/2024	Disconnect	WATER
SO0005251	905 S MDWS	12/12/2024 12/16/2024	Service Action	WATER
SO0005237	1304 RYAN CHAPEL RD	12/12/2024 12/12/2024	Connect	WATER
SO0005238	905 S MDWS	12/12/2024 12/16/2024	Water Repairs/Maint	WATER
SO0005240	1018 HOLUBEC	12/12/2024 12/13/2024	Reinstate	WATER
SO0005241	291 FM 1818	12/12/2024 12/13/2024	Water Repairs/Maint	WATER
SO0005230	208 C ST	12/11/2024 12/11/2024	Reinstate	WATER
SO0005231	208 C ST	12/11/2024 12/11/2024	Reinstate	WATER

SO0005232	301 SAXTON	12/11/2024	Disconnect	WATER
SO0005234	1411 RYAN CHAPEL RD	12/11/2024 12/11/2024	Disconnect	WATER
SO0005235	200 HENDRICK	12/11/2024 12/11/2024	Disconnect	WATER
SO0005236	925 DENMAN	12/11/2024 12/11/2024	Water Repairs/Maint	WATER
SO0005226	402 HINES	12/10/2024 12/10/2024	Reinstate	WATER
SO0005228	1003 A LYNN	12/10/2024 12/13/2024	Water Repairs/Maint	WATER
SO0005229	1003 C LYNN	12/10/2024 12/13/2024	Water Repairs/Maint	WATER
SO0005225	722 DENNIS	12/6/2024 12/10/2024	Water Repairs/Maint	WATER

Code Compliance Report – December 2024

Bank and Post Office Daily

Roofing permit- 701 Booker St., 1190 Maynard St.

Solar permit- 118 N Hines St, 1211 Lynn

Temporary Electrical Service permit- 403 N First St.

Residential Remodel Permit- 403 N First St.

Residential New Construction- 1002 Holubec

Storage Building Permit- 205 Rutland

Miscellaneous (swimming Pool) Permit- 264 Deer Trace BLVD

Certificate of Occupancy- 200 N Temple Dr.

Demolition- 100 MLK, 403 N First St.

Inspections – 105 Magnolia, 200 N Temple, 403 N First St.

Address correction- 2423 Mockingbird Lane, 2381 Mockingbird Lane

Dog complaint- Cypress St., Mockingbird Lane, Rutland, Nogle, Box Factory Rd.,
Margie Harrell,

Contacted the Appraisal District to get the new property id numbers on a property that has been divided. I was able to get the new ID numbers and will be issuing new addresses.

Received 3 quotes for the demolition of the house at 305 Margie Harrell. The contractor will be getting a permit and taking the house down soon.

I took vacation from Christmas and New Year.

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: January 14, 2025
TO: Mayor and Council Members
THRU: Jason Arnold, City Manager
SUBJ: Finance Department Reports

FINANCE

Including December 2024 Financials Report 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 form FAST, IWORQ, Paychex, Smartsheet, Blackboard, and USTI. Each system manages a separate component including Core Financials, Accounts Payable, Purchasing, Payroll, Time & Attendance, Employee Management, Utility Billing, Municipal Court, Permitting, Budgeting, 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.

Customer Meter Interface
Estimated Completion Date: February 2025
Status: 5% Complete

Fond regards,

A handwritten signature in cursive script that reads "Samantha Durham".

DIBOLL, TX MUNICIPAL COURT

Fees and Fines Collection & Activity Report

As of December 31, 2024



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 - December 2024	
Citations Assigned	0
Amount Assigned	\$0
Citations Collected	0
Amount Collected	\$0
Citations Cancelled	1
Amount Cancelled	\$339
Citations Resolved	1
Amount Resolved	\$339

Collection Disposition Summary - Contract to Date	
Citations Assigned	29,809
Amount Assigned	\$10,236,915
Citations Adjusted	2,058
Amount Adjusted	(\$69,075)
Citations Collected	6,031
Amount Collected	\$1,989,234
Citations Cancelled	1,799
Amount Cancelled	\$617,306
Citations Resolved	7,830
Amount Resolved	\$2,606,540
Dollar Resolution Rate	26.1%

Collection Activity - December 2024		
Letters		0
Address/Phone Updated		67
Phone Activity	Inbound	5
	Outbound	120

Collection Activity - Contract to Date		
Letters		81,501
Address/Phone Updated		19,077
Phone Activity	Inbound	5,341
	Outbound	221,270

Status of Open Accounts

Status	Count	Amount
ACT - Active Account	21,343	\$7,266,098
ATT - Attorney Contact Only	33	\$10,298
CAD - Cease And Desist Demand	3	\$1,244
DEC - Deceased. No Estate Or Beyond Claim	136	\$44,406
DIS - Dispute	21	\$6,900
INC - Incarcerated	111	\$38,170
PRM - Promise Payment	158	\$53,598
REF - Refuse To Pay	19	\$6,192
SKP - Skiptracing For Phone	21	\$6,960
SWC - Stop Work Per Client	392	\$126,719
SWF - Stop Work Per Firm	1	\$432
Total	22,238	\$7,561,018

Monthly Collection Activity Last 24 Months

Year	Month	Letters Mailed	Address/Phone Updated	Phone Activity		Dollars Collected
				Inbound	Outbound	
2024	December	0	67	5	120	\$0
	November	100	76	7	248	\$0
	October	5	553	33	214	\$0
	September	364	41	66	469	\$0
	August	3,530	224	218	1,661	\$0
	July	9	606	35	1,484	\$0
	June	681	180	50	1,164	\$0
	May	27	70	24	134	\$0
	April	153	63	32	586	\$815
	March	212	137	61	653	\$546
	February	3,078	203	198	535	\$1,411
	January	265	313	34	619	\$0
2023	December	21	70	8	632	\$0
	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
Total*		21,448	6,983	1,460	17,983	\$157,088

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

Portfolio Analysis Outstanding Placements

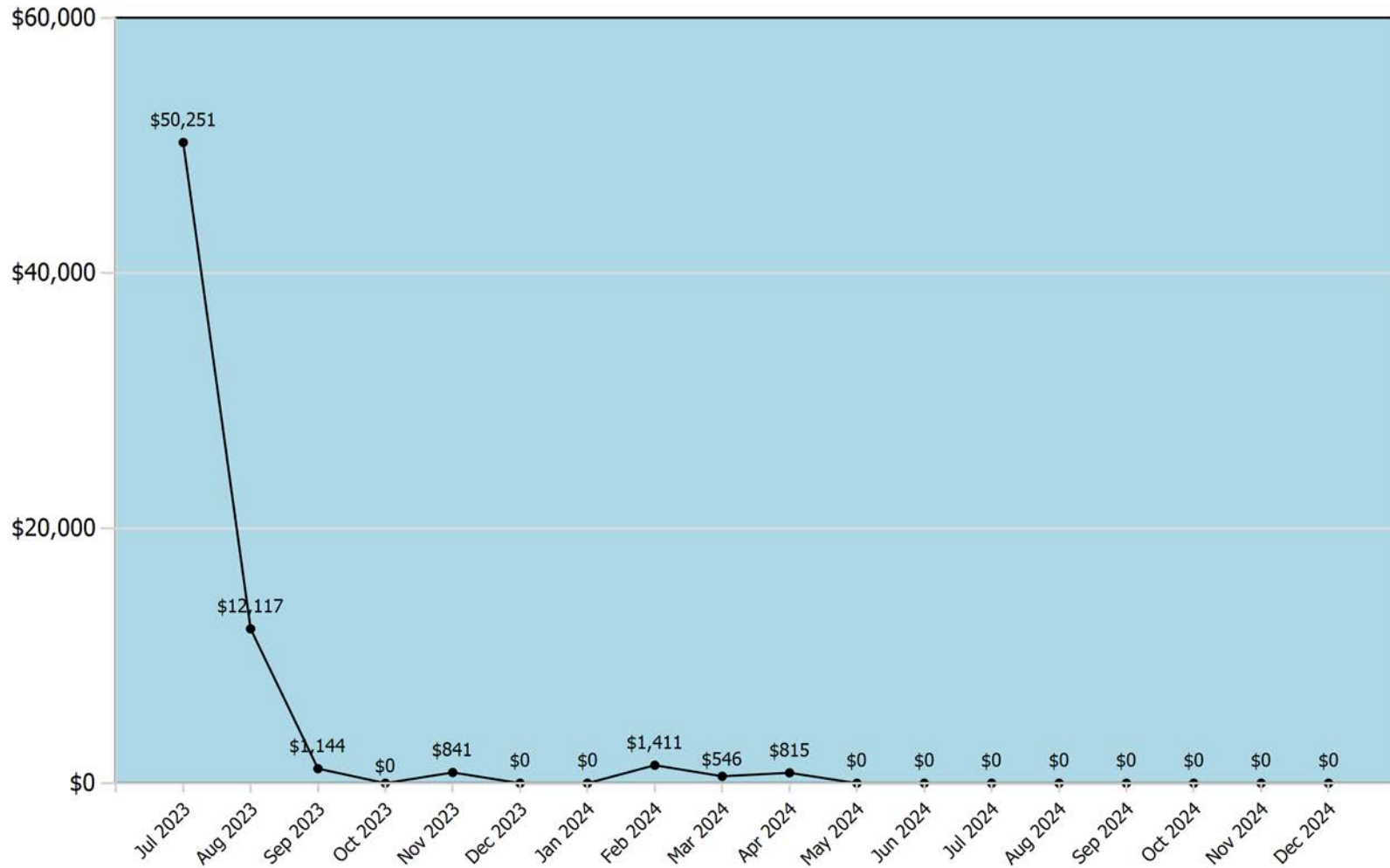
	Accounts	Dollars	Acct. Pct.	Dollar Pct.	Average Balance
ALL ACCOUNTS	22,238	\$7,561,017.56	100.00%	100.00%	\$340.00
ADDRESSES					
No Mailing Address	39	\$12,825.77	0.18%	0.17%	\$328.87
Returned Mail	3,639	\$1,237,613.78	16.36%	16.37%	\$340.10
Good Address	18,560	\$6,310,578.01	83.46%	83.46%	\$340.01
OFFENSE AGE					
One Year or Less	5	\$1,560.00	0.02%	0.02%	\$312.00
1-2 Years	454	\$135,472.11	2.04%	1.79%	\$298.40
2-3 Years	737	\$292,484.78	3.31%	3.87%	\$396.86
+3 Years	21,042	\$7,131,500.67	94.62%	94.32%	\$338.92
PLACEMENT AGE					
One Year or Less	562	\$162,391.21	2.53%	2.15%	\$288.95
1-2 Years	0	\$0.00	0.00%	0.00%	\$0.00
2-3 Years	1,274	\$506,238.65	5.73%	6.70%	\$397.36
+3 Years	20,402	\$6,892,387.70	91.74%	91.16%	\$337.83

Offense Age of Placements Last 13 Months

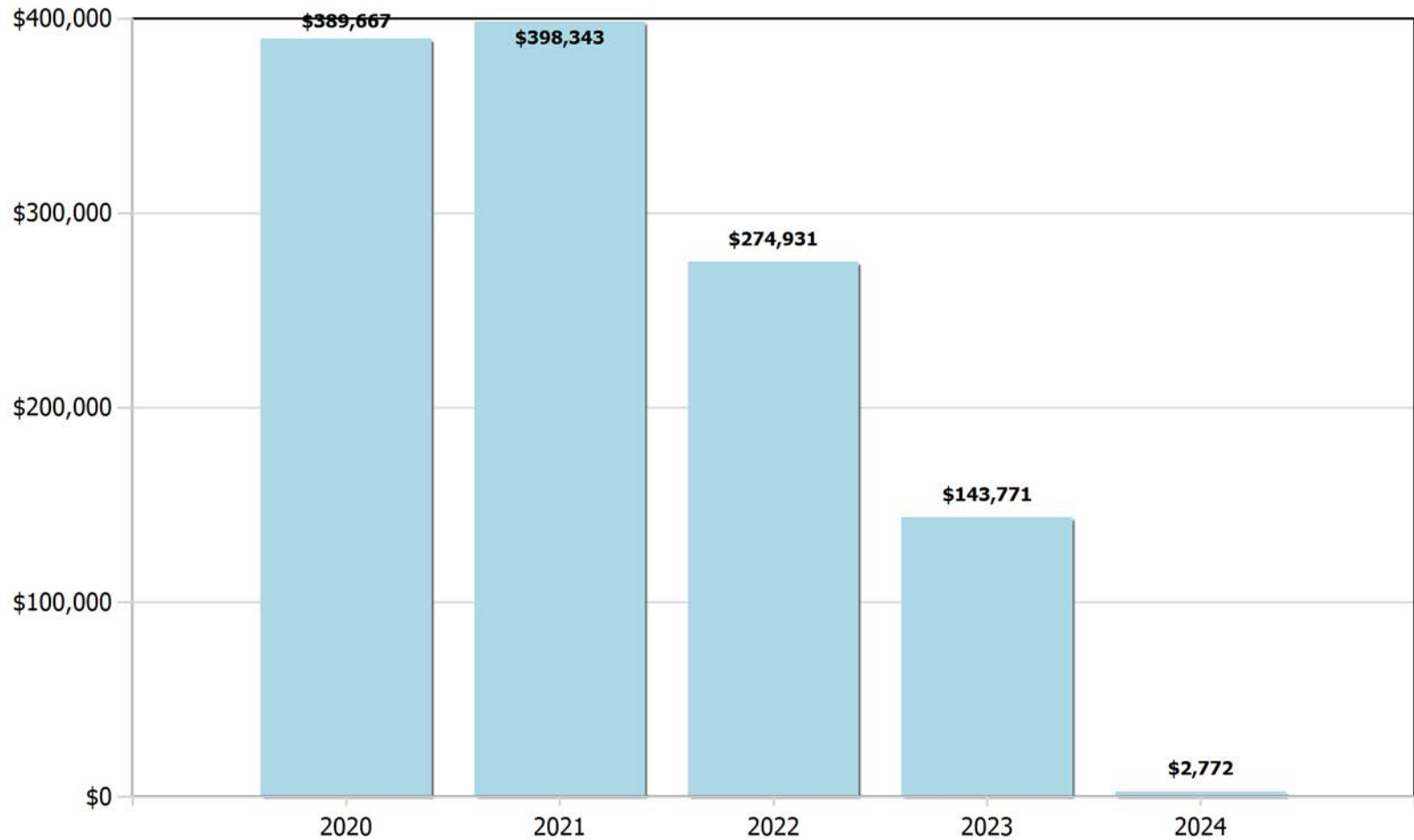
	2017 & PRIOR	2018	2019	2020	2021	2022	2023	2024	Total Placements
December 2024	-	-	-	-	-	-	-	-	0
November 2024	-	-	-	-	-	-	-	-	0
October 2024	-	-	-	-	-	-	-	-	0
September 2024	-	-	-	-	-	-	-	-	0
August 2024	-	-	-	-	-	-	-	-	0
July 2024	-	-	-	-	-	-	-	-	0
June 2024	22 2.14%	6 0.58%	10 0.97%	3 0.29%	6 0.58%	72 7.00%	763 74.15%	147 14.29%	1,029
May 2024	-	-	-	-	-	-	-	-	0
April 2024	-	-	-	-	-	-	-	-	0
March 2024	-	-	-	-	-	-	-	-	0
February 2024	-	-	-	-	-	-	-	-	0
January 2024	-	-	-	-	-	-	-	-	0
December 2023	-	-	-	-	-	-	-	-	0

Placement Activity Summary Contract to Date								
Year	Month	Count #	Orig Placement \$	Cancelled \$	Adjustment \$	Net Placement \$	Collected \$	Collected %
2024 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	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	1,029	\$303,164	\$139,952	(\$820)	\$162,391	\$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	0.00%
		1,029	\$303,164	\$139,952	(\$820)	\$162,391	\$0	0.00%
2023 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	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	0.00%	
2022 Summary	December	0	\$0	\$0	\$0	\$0	\$0	0.00%
		1,376	\$548,697	\$13,372	(\$1,159)	\$534,166	\$27,928	5.23%
2021 Summary		1,749	\$697,027	\$15,660	(\$4,716)	\$676,652	\$93,596	13.83%
2020 Summary		1,370	\$533,385	\$27,812	(\$4,557)	\$501,016	\$105,267	21.01%
Prior Years		24,285	\$8,154,641	\$420,509	(\$57,823)	\$7,676,308	\$1,762,443	22.96%

Monthly Collections Last 18 Months

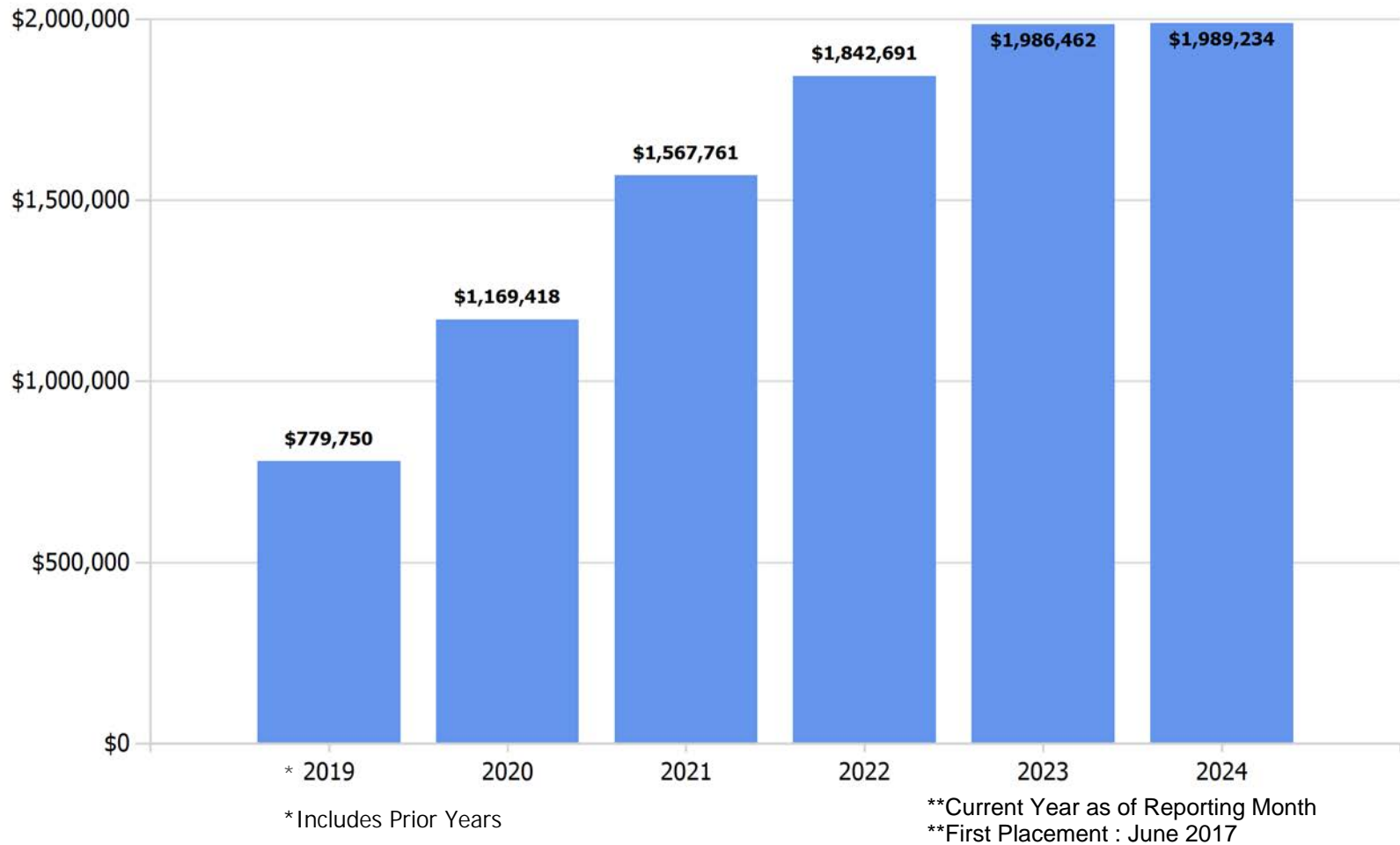


Delinquent Fees & Fines Annual Collections Last 6 Years



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

Delinquent Fees & Fines Cumulative Collections



CERTIFIED EXECUTIVE CLOSED SESSION AGENDA

On this the 14th day of January, 2025, 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"/> Schuyler Bacon, Council Member | <input type="checkbox"/> _____ |
| <input type="checkbox"/> Luis Maldonado, Council Member | <input type="checkbox"/> _____ |
| <input type="checkbox"/> Nora Munoz, Council Member | <input type="checkbox"/> _____ |
| <input type="checkbox"/> J. Ruben Terrazas, Council Member | <input type="checkbox"/> _____ |
| <input type="checkbox"/> Ray Williams, Jr., 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.