

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

The City Council will meet in a regular session meeting in the City Hall Council Chambers, located at 400 Kenley, Diboll, Texas, on Tuesday, November 11, 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 October 14, 2025, Regular Session Meeting
- b. Financial Statement for October 2025
- c. 12-Month Attendance Record for October 2025
- d. Investment Report for Quarter ending September 2025

Item #2: Consideration and possible action to approve funding in the amount of \$7,150 from Angelina Beautiful Clean for a ballpark entrance project at Old Orchard Park.

Item #3: Consideration and possible action to approve Ordinance 2025-11-001 for the first (1st) amendment to the 2025-2026 Operating Budget.

Item #4: Consideration and possible action to authorize the City Manager to negotiate and sign a lease-purchase agreement with First National Bank for two Police Department vehicles.

Item #5: Consideration and possible action to approve Resolution 2025-11-001, adopting the "Open for Business in Diboll" Ribbon Cutting and Business Recognition Policy for the City of Diboll, Texas.

Item #6: DEPARTMENT HEAD REPORTS

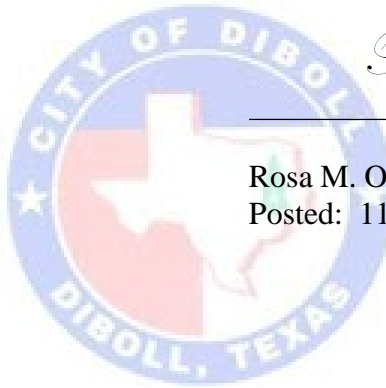
- a. Fire Department Report
- b. Police Department Report
- c. Public Works Report
- d. Code Compliance Report

- e. Finance & Court Report
- f. City Manager Report

Adjournment

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

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



Rosa M. Olvera

Rosa M. Olvera - City Secretary
Posted: 11/05/2025



**MINUTES OF THE GOVERNING BODY OF THE CITY OF DIBOLL, TEXAS
REGULAR SESSION MEETING ON TUESDAY, OCTOBER 14, 2025, AT 5:15 P.M.,
IN THE DIBOLL CITY HALL CHAMBERS.**

COUNCIL PRESENT

Mayor Trey Wilkerson, Councilmembers Schuyler Bacon, Luis Maldonado, Ruben Terrazas and Ray Williams, Jr.

COUNCIL ABSENT

Mayor Pro Tem Daniel Lopez and Councilmember Nora Munoz

STAFF PRESENT

City Manager Jason A. Arnold, City Secretary Rosa Olvera, Assistant Chief of Police Jacob Hopper, 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. and gave the invocation, then led the Pledge of Allegiance which was recited by those in attendance.

CITIZENS PRESENTATION: (Limited to 3 minutes)

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

Public Participation: None

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

- a. Minutes from September 9, 2025, Regular Session Meeting
- b. Minutes from September 16, 2024, Special Called Meeting
- c. Financial Statement for September 2025
- d. 12-Month Attendance Record for September 2025

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

Item #2: Consideration and possible action to approve Resolution 2025-10-001; the City of Diboll Surplus & Salvage Personal Property Disposal Policy.

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

Item #3: Consideration and possible action to approve Resolution 2025-10-002; declaring certain property surplus and authorizing its donation to the Diboll Volunteer Fire Department.

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

Item #4: Consideration and possible action to approve Resolution 2025-10-003; to amend a leak adjustment policy.

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

Item #5: Consideration and possible action to approve Resolution 2025-10-004; to deny Oncor Electric Delivery Company LLC's proposed increase in revenue and its proposed changes to rates.

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

Item #6: Consideration and possible action to approve Ordinance 2025-10-001; repealing the juvenile curfew ordinance to ensure compliance with state law

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

Item #7: Consideration and possible action to approve Resolution 2025-10-005; supporting a partnership with the Angelina & Neches River Authority (ANRA) to promote regional economic development and utility infrastructure expansion

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

Item #8: Consideration and possible action to approve the purchase of the inclusive playground structure from Cunningham Recreation in the amount of \$115,899.99, with funding provided by the T.L.L. Temple Foundation's Keeler Grant Program.

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

Item #9: 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 5:31p.m.

Minutes of the October 14, 2025 Regular Session Meeting approved by council on this the 11th day of November, 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: 2025-2026 Period Ending: 10/31/2025

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	7,500.00	7,500.00	0.00	0.00	0.00	7,500.00
3200 - Fines and Fees	547,800.00	547,800.00	47,969.90	47,969.90	47,969.90	499,830.10
3210 - Licenses & Permits	30,000.00	30,000.00	4,027.24	4,027.24	4,027.24	25,972.76
3500 - Franchise Tax	385,000.00	385,000.00	8,073.46	8,073.46	8,073.46	376,926.54
3550 - Property Tax	1,557,169.00	1,557,169.00	2,048.45	2,048.45	2,048.45	1,555,120.55
3700 - Sales Tax	930,710.00	930,710.00	66,447.80	66,447.80	66,447.80	864,262.20
3800 - Interest	20,000.00	20,000.00	1,062.80	1,062.80	1,062.80	18,937.20
3805 - Miscellaneous	2,491.00	-3,509.00	6,176.97	6,176.97	6,176.97	-9,685.97
3960 - Donations	0.00	0.00	7,150.00	7,150.00	7,150.00	-7,150.00
Revenue Total:	3,480,670.00	3,474,670.00	142,956.62	142,956.62	142,956.62	3,331,713.38
Expense						
4000 - Insurance	75,830.00	75,830.00	68,043.83	68,043.83	68,043.83	7,786.17
4030 - Fines & Fees	950.00	950.00	0.00	0.00	0.00	950.00
4040 - Administrative	200,450.00	200,450.00	53,117.53	53,117.53	53,527.96	146,922.04
4080 - Capital Purchase	4.00	4.00	0.00	0.00	0.00	4.00
4100 - Contractual & Professional Services	234,870.00	234,870.00	13,030.86	13,030.86	13,530.86	221,339.14
4110 - Intergov't Contracts	199,400.00	199,400.00	1,750.00	1,750.00	1,750.00	197,650.00
4210 - Project Expense	21,283.00	21,283.00	9,950.00	9,950.00	9,950.00	11,333.00
4300 - Utility	142,080.00	142,080.00	11,174.22	11,174.22	11,174.22	130,905.78
4400 - Repairs & Maintenance	243,262.00	249,262.00	24,811.76	24,811.76	37,103.78	212,158.22
4460 - Materials & Supplies	140,798.00	140,798.00	18,630.71	18,630.71	22,180.36	118,617.64
4500 - Miscellaneous	5,500.00	5,500.00	584.87	584.87	629.23	4,870.77
4800 - Payroll Expense	2,573,116.00	2,573,116.00	321,682.50	321,682.50	321,682.50	2,251,433.50
4860 - Personnel	81,102.00	81,102.00	16,193.74	16,193.74	17,214.94	63,887.06
9999 - Transfers	-437,975.00	-437,975.00	0.00	0.00	0.00	-437,975.00
Expense Total:	3,480,670.00	3,486,670.00	538,970.02	538,970.02	556,787.68	2,929,882.32
Fund: 01 - General Fund Surplus (Deficit):	0.00	-12,000.00	-396,013.40	-396,013.40	-413,831.06	401,831.06

Financial Report

For Fiscal: 2025-2026 Period Ending: 10/31/2025

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	3,740,043.00	3,740,043.00	297,191.93	297,191.93	297,191.93	3,442,851.07
3130 - Penalties & Interest	30,000.00	30,000.00	755,770.06	755,770.06	755,770.06	-725,770.06
3800 - Interest	20,000.00	20,000.00	1,150.32	1,150.32	1,150.32	18,849.68
3805 - Miscellaneous	0.00	0.00	1,859.47	1,859.47	1,859.47	-1,859.47
Revenue Total:	3,790,043.00	3,790,043.00	1,055,971.78	1,055,971.78	1,055,971.78	2,734,071.22
Expense						
4000 - Insurance	38,679.00	38,679.00	40,972.43	40,972.43	40,972.43	-2,293.43
4030 - Fines & Fees	2,500.00	2,500.00	566.71	566.71	566.71	1,933.29
4040 - Administrative	66,879.00	66,879.00	446.56	446.56	446.56	66,432.44
4080 - Capital Purchase	12,001.00	12,001.00	0.00	0.00	0.00	12,001.00
4100 - Contractual & Professional Services	1,020,053.00	1,020,053.00	112,470.37	112,470.37	112,470.37	907,582.63
4110 - Intergov't Contracts	4,000.00	4,000.00	12.40	12.40	12.40	3,987.60
4300 - Utility	151,500.00	151,500.00	12,992.61	12,992.61	12,992.61	138,507.39
4400 - Repairs & Maintenance	292,483.00	292,483.00	22,432.42	22,432.42	53,799.79	238,683.21
4460 - Materials & Supplies	247,999.00	247,999.00	31,709.22	31,709.22	31,709.22	216,289.78
4800 - Payroll Expense	659,657.00	659,657.00	90,493.29	90,493.29	90,493.29	569,163.71
4860 - Personnel	11,605.00	11,605.00	985.00	985.00	985.00	10,620.00
9999 - Transfers	1,282,687.00	1,282,687.00	0.00	0.00	0.00	1,282,687.00
Expense Total:	3,790,043.00	3,790,043.00	313,081.01	313,081.01	344,448.38	3,445,594.62
Fund: 02 - Utility Fund Surplus (Deficit):	0.00	0.00	742,890.77	742,890.77	711,523.40	-711,523.40

Financial Report

For Fiscal: 2025-2026 Period Ending: 10/31/2025

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	10.00	10.00	10.00	-10.00
3900 - Rentals & Leases	75,120.00	75,120.00	7,971.77	7,971.77	7,971.77	67,148.23
Revenue Total:	75,120.00	75,120.00	7,981.77	7,981.77	7,981.77	67,138.23
Expense						
4000 - Insurance	750.00	750.00	826.06	826.06	826.06	-76.06
4040 - Administrative	3,115.00	3,115.00	240.00	240.00	240.00	2,875.00
4100 - Contractual & Professional Services	1,450.00	1,450.00	194.00	194.00	194.00	1,256.00
4300 - Utility	65,520.00	65,520.00	4,610.77	4,610.77	4,610.77	60,909.23
4400 - Repairs & Maintenance	30,000.00	30,000.00	0.00	0.00	4,612.00	25,388.00
9999 - Transfers	-25,715.00	-25,715.00	0.00	0.00	0.00	-25,715.00
Expense Total:	75,120.00	75,120.00	5,870.83	5,870.83	10,482.83	64,637.17
Fund: 03 - Recreation Fund Surplus (Deficit):	0.00	0.00	2,110.94	2,110.94	-2,501.06	2,501.06

Financial Report

For Fiscal: 2025-2026 Period Ending: 10/31/2025

Category	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	YTD Activity + Encumbrances	Budget Remaining
Fund: 05 - Special Revenue Fund						
Expense						
4010 - Grant Expense	123,191.54	123,191.54	85,971.37	85,971.37	85,973.37	37,218.17
4210 - Project Expense	1,850.38	1,850.38	0.00	0.00	1,000.00	850.38
9999 - Transfers	-125,041.92	-125,041.92	0.00	0.00	0.00	-125,041.92
Expense Total:	0.00	0.00	85,971.37	85,971.37	86,973.37	-86,973.37
Fund: 05 - Special Revenue Fund Total:	0.00	0.00	85,971.37	85,971.37	86,973.37	-86,973.37

Financial Report

For Fiscal: 2025-2026 Period Ending: 10/31/2025

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: 2025-2026 Period Ending: 10/31/2025

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	3.32	3.32	3.32	-3.32
Revenue Total:	0.00	0.00	3.32	3.32	3.32	-3.32
Fund: 07 - Seized Fund Total:	0.00	0.00	3.32	3.32	3.32	-3.32

Financial Report

For Fiscal: 2025-2026 Period Ending: 10/31/2025

Category	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	YTD Activity + Encumbrances	Budget Remaining
Fund: 08 - Diboll Day Fund						
Expense						
4040 - Administrative	1,500.00	1,500.00	0.00	0.00	0.00	1,500.00
4100 - Contractual & Professional Services	3,000.00	3,000.00	0.00	0.00	0.00	3,000.00
4460 - Materials & Supplies	700.00	700.00	0.00	0.00	0.00	700.00
4800 - Payroll Expense	2,000.00	2,000.00	0.00	0.00	0.00	2,000.00
9999 - Transfers	-7,200.00	-7,200.00	0.00	0.00	0.00	-7,200.00
Expense Total:	0.00	0.00	0.00	0.00	0.00	0.00
Fund: 08 - Diboll Day Fund Total:	0.00	0.00	0.00	0.00	0.00	0.00

Financial Report

For Fiscal: 2025-2026 Period Ending: 10/31/2025

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	9,180.00	9,180.00	1,478.99	1,478.99	1,478.99	7,701.01
Revenue Total:	9,180.00	9,180.00	1,478.99	1,478.99	1,478.99	7,701.01
Expense						
9999 - Transfers	9,180.00	9,180.00	0.00	0.00	0.00	9,180.00
Expense Total:	9,180.00	9,180.00	0.00	0.00	0.00	9,180.00
Fund: 09 - MC Security Fund Surplus (Deficit):	0.00	0.00	1,478.99	1,478.99	1,478.99	-1,478.99

Financial Report

For Fiscal: 2025-2026 Period Ending: 10/31/2025

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	11,663.00	11,663.00	1,217.19	1,217.19	1,217.19	10,445.81
Revenue Total:	11,663.00	11,663.00	1,217.19	1,217.19	1,217.19	10,445.81
Expense						
4300 - Utility	11,663.00	11,663.00	9,009.75	9,009.75	9,009.75	2,653.25
Expense Total:	11,663.00	11,663.00	9,009.75	9,009.75	9,009.75	2,653.25
Fund: 10 - MC Tech Fund Surplus (Deficit):	0.00	0.00	-7,792.56	-7,792.56	-7,792.56	7,792.56

Financial Report

For Fiscal: 2025-2026 Period Ending: 10/31/2025

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	42.09	42.09	42.09	-42.09
Revenue Total:	0.00	0.00	42.09	42.09	42.09	-42.09
Fund: 12 - Red Light Fund Total:	0.00	0.00	42.09	42.09	42.09	-42.09

Financial Report

For Fiscal: 2025-2026 Period Ending: 10/31/2025

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	135,693.76	135,693.76	79.59	79.59	79.59	135,614.17
3800 - Interest	0.00	0.00	93.07	93.07	93.07	-93.07
Revenue Total:	135,693.76	135,693.76	172.66	172.66	172.66	135,521.10
Expense						
4015 - Bond Expense	604,333.26	604,333.26	0.00	0.00	0.00	604,333.26
4020 - Note Expense	405,387.32	405,387.32	0.00	0.00	0.00	405,387.32
4030 - Fines & Fees	950.00	950.00	0.00	0.00	0.00	950.00
9999 - Transfers	-874,976.82	-874,976.82	0.00	0.00	0.00	-874,976.82
Expense Total:	135,693.76	135,693.76	0.00	0.00	0.00	135,693.76
Fund: 13 - Debt Service Fund Surplus (Deficit):	0.00	0.00	172.66	172.66	172.66	-172.66

Financial Report

For Fiscal: 2025-2026 Period Ending: 10/31/2025

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	1,484.78	1,484.78	1,484.78	-1,484.78
Revenue Total:	0.00	0.00	1,484.78	1,484.78	1,484.78	-1,484.78
Fund: 16 - MC Local Truancy Prevention & Diversion Fund Total:	0.00	0.00	1,484.78	1,484.78	1,484.78	-1,484.78

Financial Report

For Fiscal: 2025-2026 Period Ending: 10/31/2025

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	360.00	360.00	29.49	29.49	29.49	330.51
Revenue Total:	360.00	360.00	29.49	29.49	29.49	330.51
Expense						
4100 - Contractual & Professional Services	360.00	360.00	0.00	0.00	0.00	360.00
Expense Total:	360.00	360.00	0.00	0.00	0.00	360.00
Fund: 17 - MC Municipal Jury Fund Surplus (Deficit):	0.00	0.00	29.49	29.49	29.49	-29.49

Financial Report

For Fiscal: 2025-2026 Period Ending: 10/31/2025

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	50.30	50.30	50.30	-50.30
Revenue Total:	0.00	0.00	50.30	50.30	50.30	-50.30
Fund: 18 - Keep Diboll Beautiful Fund Total:	0.00	0.00	50.30	50.30	50.30	-50.30

Financial Report

For Fiscal: 2025-2026 Period Ending: 10/31/2025

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	126.06	126.06	126.06	-126.06
Revenue Total:	0.00	0.00	126.06	126.06	126.06	-126.06
Fund: 19 - Street Project Fund Total:	0.00	0.00	126.06	126.06	126.06	-126.06

Financial Report

For Fiscal: 2025-2026 Period Ending: 10/31/2025

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	74.13	74.13	74.13	-74.13
Revenue Total:	0.00	0.00	74.13	74.13	74.13	-74.13
Fund: 20 - ARPA Fund Total:	0.00	0.00	74.13	74.13	74.13	-74.13
Total Surplus (Deficit):	0.00	-12,000.00	258,686.20	258,686.20	203,887.17	

Fund Summary

Fund	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	YTD Activity + Encumbrances	Budget Remaining
01 - General Fund	0.00	-12,000.00	-396,013.40	-396,013.40	-413,831.06	401,831.06
02 - Utility Fund	0.00	0.00	742,890.77	742,890.77	711,523.40	-711,523.40
03 - Recreation Fund	0.00	0.00	2,110.94	2,110.94	-2,501.06	2,501.06
05 - Special Revenue Fund	0.00	0.00	-85,971.37	-85,971.37	-86,973.37	86,973.37
06 - Hotel/Motel Tax Fund	0.00	0.00	0.00	0.00	0.00	0.00
07 - Seized Fund	0.00	0.00	3.32	3.32	3.32	-3.32
08 - Diboll Day Fund	0.00	0.00	0.00	0.00	0.00	0.00
09 - MC Security Fund	0.00	0.00	1,478.99	1,478.99	1,478.99	-1,478.99
10 - MC Tech Fund	0.00	0.00	-7,792.56	-7,792.56	-7,792.56	7,792.56
12 - Red Light Fund	0.00	0.00	42.09	42.09	42.09	-42.09
13 - Debt Service Fund	0.00	0.00	172.66	172.66	172.66	-172.66
16 - MC Local Truancy Preven..	0.00	0.00	1,484.78	1,484.78	1,484.78	-1,484.78
17 - MC Municipal Jury Fund	0.00	0.00	29.49	29.49	29.49	-29.49
18 - Keep Diboll Beautiful Fu...	0.00	0.00	50.30	50.30	50.30	-50.30
19 - Street Project Fund	0.00	0.00	126.06	126.06	126.06	-126.06
20 - ARPA Fund	0.00	0.00	74.13	74.13	74.13	-74.13
Total Surplus (Deficit):	0.00	-12,000.00	258,686.20	258,686.20	203,887.17	

DIBOLL CITY COUNCIL 12-MONTH ATTENDANCE RECORD

Council Member	11/12/2024	12/10/2024	1/14/2025	2/11/2025	3/11/2025	4/8/2025	5/13/2025
Schuyler Bacon	0	0	0	0	0	0	0
Luis Maldonado	0	0	0	0	0	0	0
Nora Munoz	0	0	0	0	0	0	0
Daniel Lopez	0	0	0	0	0	0	0
Ruben Terrazas	0	0	0	0	0	0	0
Ray Williams, Jr.	0	0	0	0	0	0	0
Trey Wilkerson	0	0	0	0	0	0	0
Total Absences	0	0	0	0	0	0	0

Council Member	6/10/2025	7/8/2025	7/8/2025	8/12/2025	9/9/2025	9/16/2025	10/14/2025	TOTAL TO-DATE
Schuyler Bacon	0	0	0	0	0	0	0	0
Luis Maldonado	0	0	0	0	0	0	0	0
Nora Munoz	1	0	0	0	0	0	1	2
Daniel Lopez	0	0	0	0	0	0	1	1
Ruben Terrazas	0	1	1	0	0	0	0	2
Ray Williams, Jr.	0	0	0	0	0	0	0	0
Trey Wilkerson	0	0	0	0	0	0	0	0
Total Absences	1	1	1	0	0	0	2	5




 Rosa M. Olvera - City Secretary



Investment Report for the Quarter Ending September 30, 2025

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

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

Sam Puetzham

Respectfully Submitted: _____

Dated: 9/30/2025

**City of Diboll
Endowment Investment Detail
through 9/30/2025**

Money Market/Pooled Investments				
	Rate	Balance	Type	Description
Southside Trust Money Market - Investment Custody 30040000541	4.0700%	17,747.40	Restricted	General Fund - Endowments
Total Pool and Money Market		17,747.40		

Endowment Investments								
<i>Principal may never be spent. Interest is used to fund operations of civic center, library, park and cemeteries.</i>								
Issuer	Purchase Date	Maturity Dates	Rate	Life (days)	Par Value	FMV	Previous Qtr FMV	Change in Mkt from last Qtr
US Treasury Bond	4/30/2021	4/30/2026	0.75%	190	170,000	167,021.60	165,393.00	1,628.60
Austin Telco Federal Credit Union	2/15/2023	2/26/2027	4.75%	492	100,000	101,381.00	101,197.00	184.00
US Treasury Bond	5/14/2025	4/30/2030	3.50%	1651	250,000	247,597.50	246,787.50	810.00
US Treasury Bond	2/12/2025	7/31/2029	2.63%	1378	250,000	240,605.00	239,462.50	1,142.50
Total Endowment Investments					770,000.00	756,605.10	752,840.00	2,622.60

Purchases / Redemptions				
Issuer	Purchase Date	Redemption Date	Rate	Purchases/Redemptions
Due From (+)/To(-)				
<i>Description</i>				
Southside Trust Money Market - Library				(12,715.93)
Southside Trust Money Market - Library (Annual Interest 2024-2025)				(3,262.42)
Total Due to Library EOFY 2025				(15,978.35)
Southside Trust Money Market - City of Diboll 30040000550				(59,021.65)
Southside Trust Money Market - City of Diboll 30040000550 (Annual Interest 2024-2025)				(19,411.41)
Total Due to City Investment Fund EOFY 2025				(78,433.06)
				(188,822.82)
Transfer From (+)/To(-)				
<i>Description</i>				<i>Transfer Date</i>
				<i>Amount</i>

SSB Trust Endowment Returns			Current Period	YTD	NOTES
	Endow Amt (in \$1,000)	%	7/1/2025 thru 9/30/2025	10/1/24 thru 9/30/2025	10/1/24 thru 9/30/2025
Civc Center	100	14%	703.24	3,262.42	Transfer to City
Forest haven	50	7%	351.62	1,631.21	Transfer to City
Library	100	14%	703.24	3,262.42	Transfer to Library
Park	20	3%	140.65	652.48	Transfer to City
Temple	425	61%	2,988.77	13,865.30	Transfer to City
Total	695	100%	4,887.51	22,673.84	
Total Fees			250.86	1,044.43	
Total Dividends/Interest			4,636.65	21,629.41	

Year to Date Interest Earnings*		
<i>* Interest is reflected net of bank service fees</i>		
Endowment - Due to Library	14-01-3803	3,262.42
Endowment - General Fund	14-01-3803	15,496.51
Endowment - Park	14-06-3803	652.48
Endowment - Civic Center	14-11-3803	3,262.42
Total interest earned		22,673.83

TOTAL ENDOWMENT INVESTMENTS	
	Balance
CASH EQUIVILENTS	17,747.40
FIXED INCOME SECURITIES	770,000.00
TOTAL ENDOWMENT INVESTMENTS	787,747.40

**City of Diboll
City Investment Detail
through 6/30/2025**

Money Market/Pooled Investments				
	Rate	Balance	Type	Description
Southside Trust Money Market - City of Diboll 30040000550	4.0700%	117,617.71	Unrestricted	General Fund
Commercial Bank	1.9100%	271,557.67	Unrestricted	General Fund
Texpool Contingency Account	4.2520%	208,425.39	Unrestricted	General Fund
Texpool Meter Deposit Account	4.2520%	208,585.08	Restricted	Water and Sewer Fund - Meter Deposits
Texas FIT	4.2500%	117,636.16	Unrestricted	Water and Sewer Fund
Logic Contingency Account	4.3313%	206,250.20	Unrestricted	Water and Sewer Fund
Bank OZK	4.0000%	361,915.99	Restricted	General Fund - PSI Projects
BOK Financial	3.8300%	4,133,551.18	Restricted	Utility Fund - TWDB Loan Proceeds
Total Pool and Money Market		5,625,539.38		

Investments							
Issuer	Purchase Date	Maturity Dates	Rate	Life (days)	Par Value	FMV	Change in Mkt from last Qtr
Morgan Stanley	8/21/2024	8/21/2028	3.85%	1034	100,000.00	100,500.00	975.00
Total Endowment Investments					100,000.00	100,500.00	975.00

Purchases / Redemptions					
Issuer	Purchase Date	Redemption Date	Rate	Par Value	Purchases/Redemptions
<i>Due From (+)/To(-)</i>					
Southside Trust Money Market - Investment Custody					59,021.65
Southside Trust Money Market - City of Diboll (Annual Interest 2024-2025)					19,411.41
Total Due from Endowment Investment Fund EOFY 2025					78,433.06
<i>Transfer From (+)/To(-)</i>					
Transfer From (+)/To(-)				Transfer Date	Transfer Amount

Year to Date Interest Earnings*		
* Interest is reflected net of bank service fees		
General Fund	01-01-3800	26,516.57
Utility Fund	02-09-3800	20,168.74
Utility Fund - Investments	02-09-3803	6,445.07
Seized Fund	07-03-3800	15.11
Red Light Fund	12-01-3800	399.40
Debt Service Fund	13-01-3800	701.32
Street Project Fund	19-07-3800	1,252.77
ARP Fund	20-01-3800	1,587.28
Total interest earned		57,086.26

SSB Trust Returns		YTD
		10/1/24 thru 09/30/2025
Total		6,445.07
Total Fees		221.65
Total Dividends/Interest		6,666.72

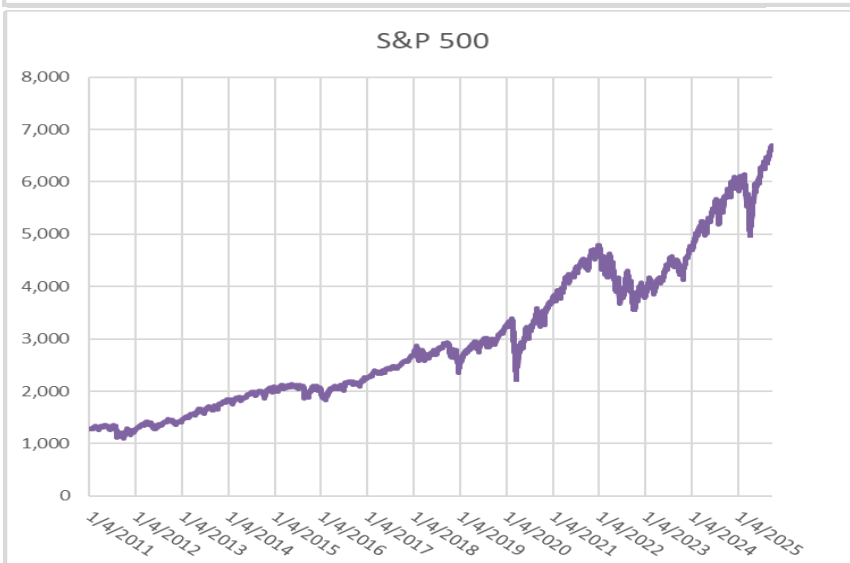
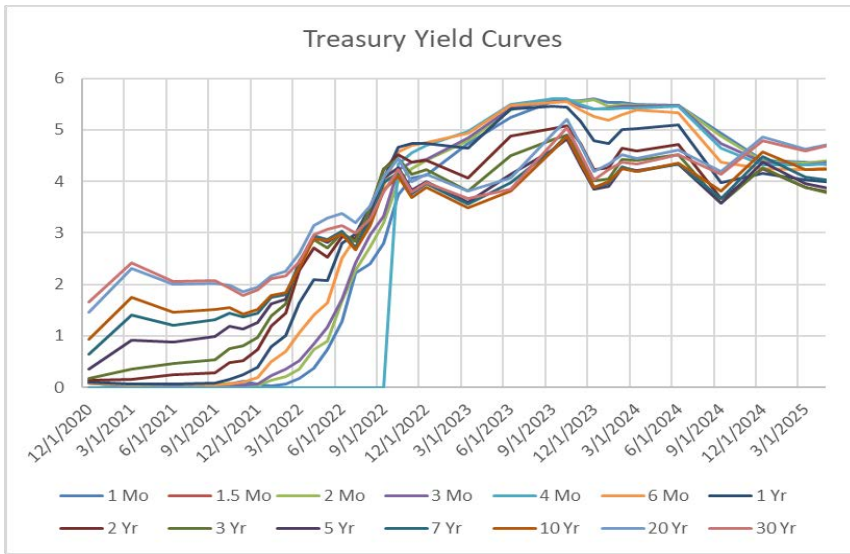
TOTAL INVESTMENTS	
	Balance
CASH EQUIVILENTS (Committed)	4,495,467.17
CASH EQUIVILENTS (Not Committed)	1,130,072.21
FIXED INCOME SECURITIES (Not Committed)	100,000.00
TOTAL INVESTMENTS (Committed)	4,495,467.17

**City of Diboll
Cash Detail
through 9/30/2025**

Cash Balances				\$	1,363,446.32
<i>Restricted funds may only be used for the items described, Consolidated Cash Report</i>					
Account Name	Fund Description	Balance	Type	Description	
Consolidated Cash	General	1,097,450.19	Unrestricted	General Fund Operations	
Consolidated Cash	Utility	22,247.01	Unrestricted	Water and Sewer Fund Operations	
Consolidated Cash	Recreation	77,863.70	Unrestricted	Recreation Fun Operations	
Consolidated Cash	Equipment	356.27	Unrestricted	Funds from sale of equipment	
Consolidated Cash	Restricted	331,224.39	Restricted	Donated funds for specific projects	
Consolidated Cash	Hotel/Motel	25,436.63	Restricted	Hotel taxes are deposited in this account	
Consolidated Cash	Diboll Day	(3,191.47)	Restricted	Funds to be used for Bi-Annual Diboll Day Support	
Consolidated Cash	Municipal Court Security	53,874.17	Restricted	Funds to be used to enhance the security of the court	
Consolidated Cash	Municipal Court Technology	24,225.44	Restricted	Funds to be used to enhance the technology of the court	
Consolidated Cash	Debt Service	(457,882.71)	Restricted	Property taxes designated for the payment of debt are deposited in this account	
Consolidated Cash	Retricted Project Fund	97,458.90	Restricted	Funds retricted to be used for Council Approved Projects	
Consolidated Cash	MC Local Trueancy Prevention	54,643.58	Restricted	Funds to be used to finance a juvenile case manager	
Consolidated Cash	MC Municipal Jury Fund	690.11	Restricted	Funds to be used for jury services	
Consolidated Cash	Keep Diboll Beautiful	1,672.04	Restricted	Funds to be used for beautification of Diboll	
Total Consolidated Cash		1,326,068.25			
Operations	General Fund	504.18	Unrestricted	Funds to be used for the purpose of accounts payable processing	
PEG	PEG Fund	57,602.51	Restricted	Fees received from cable franchise for use in public television capital projects	
Pending Seizure	Seized Fund	1,735.11	Restricted	Funds siezed from drug arrests but not yet awarded to the City are deposited in this account	
Seized Funds	Seized Fund	6,023.60	Restricted	Funds siezed from drug arrests are deposited in this account	
Debt Service	Water and Sewer Fund	168,568.18	Restricted	Restricted to the payment of Debt Service	
ARP	General Fund	134,279.44	Restricted	American Rescue Plan Grant Proceeds - restricted to approved projects	
SIB	General Fund	228,344.76	Restricted	State Infrastructure Bank Loan proceeds - For the Contruction of Road	
Red Light Revenue	General Fund	76,243.60	Restricted	Red Light Cameras no longer producing revenue, partial balance to fund pending litigation	
Total Other Cash		673,301.38			
Total Cash Balances		\$ 1,999,369.63			

Accounts Closed		
<i>Bank</i>	<i>Description</i>	<i>Notes</i>
None		
Accounts Opened		
<i>Bank</i>	<i>Description</i>	<i>Notes</i>
None		

**City of Diboll
Market Detail
through 9/30/2025**





City of Diboll

PO Box 340, Diboll TX 75941

Phone: 936-829-4757

Fax: 936-829-1179

Invoice #2025-10-01

Date: 10/1/2025

Bill To

Angelina Beautiful / Clean

Attn: Emily Harmon

eharmon@lufkintexas.org

(409) 594-2188

For

Diboll Ballpark Entrance

Project

Item Description	Amount
Diboll Ballpark Entrance Project Approved Bid #1	\$7,150.00
Subtotal	\$7,150.00
Tax Rate	0.00%
Other Costs	\$0.00
Total Cost	\$7,150.00

Make all checks payable to City of Diboll

If you have any questions concerning this invoice, use the following contact information:

Sam Durham, 936-829-4757, sdurham@cityofdiboll.com

Thank you for your business!

Samantha Durham
Director of Finance



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

CITY OF DIBOLL

Interoffice Memorandum

DATE: November 11, 2025
TO: Mayor and Council Members
THRU: Jason Arnold, City Manager
SUBJ: 2025-2026 Budget Amendment No. 1

ITEM NO. 1 2025 BUDGET ROLLOVERS

Due to market restraints, several capital improvement and operating expenditures budgeted in the 2024-2025 FY Budget Amendment were not processed, delivered, or completed.

For the Special Revenue Fund, the expenditure budget will need to be reduced or increased to reflect actual fund balances as of September 30, 2025:

GL No.	Department	Account Name	Prior Budget	New Budget	Adjustment
05-03-4212	Police	PD Project - LEOSE	\$1,850.00	\$1,150.38	-\$699.62
05-06-4217	Parks	Keeler – Parks	\$0.00	\$159,708.95	\$159,708.95
05-11-4213	Civic Center	Keeler – Civic Center	\$123,191.54	\$176,129.43	\$52,937.89
05-01-3950	General	Employee Appreciation Fund	\$0.00	\$2,015.85	\$2,015.85

For the General Fund, these expenditures include:

- 1) Street & Parks Department Emergency Vehicle Lights
- 2) Street Department Shop Lighting Repair
- 3) Concrete Repairs for North First Street
- 4) Street Overlay Project

Therefore, there was a significant amount that rolled into fund balance at the 9-30-2025 year end that we wish to reallocate to the 2025-2026 FY Budget.

GL No.	Department	Account Name	Prior Budget	New Budget	Adjustment
01-06-4450	Parks	Fleet Repairs & Maint.	\$3,151.00	\$5,651.00	\$2,500.00
01-07-4450	Street	Fleet Repairs & Maint.	\$4,351.00	\$6,4351.00	\$2,000.00
01-07-4400	Street	Building Repairs & Maint.	\$850.00	\$1,263.00	\$413.00
01-07-4420	Street	Street Repairs & Maint.	\$96,500.00	\$114,500.00	\$18,000.00
01-07-4421	Street	Street Overlay Program	\$70,000.00	\$242,000.00	\$172,000.00

For the Utility Fund, these expenditures include:

- 1) Water Well No. 1
- 2) Sanitary Sewer Overflow Plan
- 3) Wastewater Line Extensions – 1818 & Hall Street (quotes attached)
- 4) Wastewater Treatment Plant Chlorine Room Roof

Therefore, there was a significant amount that rolled into fund balance at the 9-30-2025 year end that we wish to reallocate to the 2025-2026 FY Budget.

GL No.	Department	Account Name	Prior Budget	New Budget	Adjustment
02-09-4080	Water	Capital Improvements	\$12,001.00	\$121,339.00	109,338.00
02-09-4411	Water	Sanitary Sewer Overflow (SSO)	\$100,000.00	\$200,095.00	\$100,095.00
02-08-4080	Wastewater	Capital Improvements	\$0.00	\$33,000.00	\$33,000.00
02-08-4400	Wastewater	Building Repairs & Maint.	\$0.00	\$9,285.00	\$9,285.00

For the Keep Diboll Beautiful Fund, the expenditure budget will need to be increased for donated funds no being expensed at the close of FY September 30,2025:

GL No.	Department	Account Name	Prior Budget	New Budget	Adjustment
18-01-4210	General	KDB Expense	\$0.00	\$1,672.04	\$1,672.04

Fond regards,



Sam Durham
Finance Director



Duplicchain Contractors, LLC
100 Elkhart Rd./P. O. Box 637
Alto, Texas 75925
(936) 858-4100 * (936) 858-4789-Fax
jeff@duplichain.com

QUOTE

September 4, 2025

City of Diboll
400 Kenley
P.O. Box 340
Diboll, TX 75941
Attn: Jeff Williams - jwilliams@cityofdiboll.com
Tyler Martin - tmartin@cityofdiboll.com

Re: Durham Street – Sewer Service

Material, equipment and labor to install a 4in sewer tap on an existing 10in sewer main, run approximately 150 feet of 4in pvc sewer service pipe, and install a 4in cleanout at the property line. No connection to the property sewer line is included.

Total: \$5,400.00

Note:

No grass sod is included. Seed and fertilizer only.

No permits or fees.

No water or sewer service connections included

Contacting home owners and gaining access to property will be by City of Diboll.

After initial clean up, no return trips for ditch settlement or erosion are included.

Items not specifically quoted are not included.

Sincerely,



Jeff Duplichain



Duplicchain Contractors, LLC
100 Elkhart Rd./P. O. Box 637
Alto, Texas 75925
(936) 858-4100 * (936) 858-4789-Fax
jeff@duplichain.com

QUOTE

August 18, 2025

City of Diboll
400 Kenley
P.O. Box 340
Diboll, TX 75941
Attn: Jeff Williams - jwilliams@cityofdiboll.com
Tyler Martin - tmartin@cityofdiboll.com

Re: Dennis St (FM 1818) –Sewer Main Extension

1. 6in SDR 26 Sewer Main	500 lf @ \$48.00	\$24,000.00
2. 8ft Deep (max) Manhole on Existing Sewer	1 ea @ \$6,800.00	\$6,800.00
3. 10in Steel Cased Pipeline Crossing By Open Cut	60 lf @ \$110.00	\$6,600.00
4. 6in Driveway Bore	2 ea @ \$3,000.00	\$6,000.00
5. 6ft Deep End of Line Manhole	1 ea @ \$5,000.00	<u>\$5,000.00</u>
	Total:	\$48,400.00

Note:

Quote is based on the existing sewer main being no deeper than 8' deep.

No grass sod is included. Seed and fertilizer only.

No permits or fees.

No sewer service connections included

Contacting home owners and gaining access to property will be by City of Diboll.

After initial clean up, no return trips for ditch settlement or erosion are included.

Items not specifically quoted are not included.

Sincerely,

Jeff Duplichain

ORDINANCE NO. 2025-11-001

AN APPROPRIATIONS ORDINANCE AUTHORIZING AN AMENDMENT TO THE 2025/2026 OPERATING BUDGET (BUDGET AMENDMENT NO. 01), PROVIDING FOR THE SUPPLEMENTAL APPROPRIATION OF FUNDS IN THE GENERAL FUND, UTILITY FUND, KEEP DIBOLL BEAUTIFUL FUND, AND SPECIAL REVENUE FUND; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, City Council approved the 2025/2026 Operating Budget and appropriated the necessary funds out of the General, Utility, Keep Diboll Beautiful, and Special Revenue Fund revenues for the maintenance and operation of various offices, departments and agencies of the City; and

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

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

Section I

The City Council of the City of Diboll, Texas, hereby authorizes and approves an amendment to the 2025/2026 Operating Budget (Budget Amendment No. 01) for the purpose and in the amounts shown in the attached report, the amounts to be appropriated from Fund Balances:

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

General Fund

Current Expenditure Budget -	3,480,670.00
Proposed Expenditure Budget -	3,675,583.00
Decrease to Fund Balance	(194,913.00)
Current Revenue Budget -	3,480,670.00
Proposed Revenue Budget -	3,480,670.00
Increase to Fund Balance	0.00
Net effect to fund balance is a decrease of	(194,913.00)

Utility Fund

Current Expenditure Budget -	3,790,043.00
Proposed Expenditure Budget -	4,041,761.00
Decrease to Fund Balance	(251,718.00)
Current Revenue Budget -	3,790,043.00
Proposed Revenue Budget -	3,790,043.00
Increase to Fund Balance	-
Net effect to fund balance is a decrease of	(251,718.00)

Special Revenue Fund

Current Expenditure Budget -	0.00
Proposed Expenditure Budget -	211,947.22
Decrease to Fund Balance	(211,947.22)
Current Revenue Budget -	0.00
Proposed Revenue Budget -	2,015.85
Increase to Fund Balance	2,015.85
Net effect to fund balance is a decrease of	(209,931.37)

Keep Diboll Beautiful

Current Expenditure Budget -	0.00
Proposed Expenditure Budget -	1,672.04
Decrease to Fund Balance	1,672.04
Current Revenue Budget -	0.00
Proposed Revenue Budget -	0.00
Increase to Fund Balance	(0.00)
Net effect to fund balance is an decrease of	(1,672.04)

Section II

The City Council of the City of Diboll, Texas, hereby amends the 2025/2026 Operating Budget in the General, Utility, Keep Diboll Beautiful, Diboll Day, Restricted Project, and Special Revenue Fund, adjusting appropriations as stated in Section 1 above.

Section III

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

PASSED AND APPROVED by the City Council of the City of Diboll, Texas on this the 11th day of November 2025.

Trey Wilkerson, Mayor

ATTEST:

Rosa Olvera, City Secretary

STATE OF TEXAS §
ANGELINA COUNTY §
CITY OF DIBOLL §



First National Bank

November 6, 2025

To: City of Diboll
400 Kenley St.
Diboll, TX. 75941

From: Stewart Cobb
Sr. Vice President – Leasing
First National Bank – D.B.A – First National Bank Leasing

LEASING

This letter is to assure the City of Diboll that by entering into a lease purchase agreement, to lease equipment and vehicles, that it does not create debt for the city. It is a legal instrument approved by the State of Texas.

Governed by Texas Local Government Code Chapter 271, Subchapter A.

- The governing body must approve the agreement; no public notice or submission to the Attorney General is required.
- The lease terms can be flexible to match the useful life of the vehicle.
- The municipality builds equity with each payment, eventually owning the vehicle for \$1.00 at the end of the term.
- There are no prepayment penalties.

Let this letter be noted in the record for all future lease purchase agreements.

Best regards,

Stewart Cobb

WORKSHEET FOR LEASE-PURCHASE EQUIPMENT LEASE

FILE: EquipQuote

LESSEE: City of Diboll

400 Kenley St., Diboll, TX. 75941

TAX ID # 75-1104344

Date: 9-16-2025

LEASE NO: FNBL: TBD

ACCEPTANCE DATE: November 11, 2025

FUND DATE: TBD

QUOTED BY: Stewart Cobb

First National Bank - Leasing

3801 Fairway Blvd., Wichita Falls, TX. 76310

Cell (940)613-3998

CONTACT: Chief Skillern

BUSINESS PHONE: 936-219-3465

SOURCE: - (3) Three Year Lease Purchase

Purchase From Siddons-Martin Emergency Group

EQUIPMENT:

2022 Chevy PPV Tahoe - Demo

VIN # 1GNSKLED7NR249907

\$64,000.00

\$0.00

\$0.00

Motorola Radio

\$8,691.48 Re-imburse the City

Stalker Radar

\$3,720.00 Re-imburse the City

\$0.00

FREIGHT/HANDLING:

\$0.00

TOTAL PURCHASE PRICE

\$76,411.48

Down Payment

\$0.00

UCC-1/Doc Filing Fee

\$395.00

Trade Allowance

\$0.00

Net Capitalized Cost

\$76,806.48

<u>Date</u>	<u>Lease Payment</u>	<u>Days Accrual</u>	<u>Accr. Interest</u>	<u>Principal</u>	<u>Note Balance</u>
12/15/25	0.00	0	0.00	0.00	76,806.48
12/15/26	28,547.87	365	4,339.57	24,208.30	52,598.18
12/15/27	28,547.87	365	2,971.80	25,576.07	27,022.10
12/15/28	28,547.87	365	1,526.75	27,021.12	0.98

Net Capitalized Cost

76,806.48

1095

\$8,838.11

Interest Rate

5.6500%

Residual Value

\$0.98

Rounding Residual

0.02

Adjusted Res. Value

\$1.00

CONTRACT (LEASE) NO. _____ TBD _____

***PAYMENTS AND DATES ARE ESTIMATED – NOT ACTUAL CONTRACT**

**FIRST NATIONAL BANK DBA FIRST NATIONAL BANK LEASING
3801 FAIRWAY BLVD.
WICHITA FALLS, TEXAS 76310**

EQUIPMENT LEASE BY MUNICIPALITY

PARTIES:

Lessor: FIRST NATIONAL BANK DBA FIRST NATIONAL BANK LEASING
3801 FAIRWAY BLVD.
WICHITA FALLS, TEXAS 76310

Lessee: CITY OF DIBOLL
400 KENLEY ST.
DIBOLL, TX. 75941
TAX ID # 75-1104344

TERMS AND CONDITIONS:

1.) **LEASE:** Lessor leases to Lessee, and Lessee leases from Lessor the Equipment listed in “Equipment Information” (the “Equipment”). Said Equipment will be located inside _____ ANGELINA _____ County and will not be moved to another location without written permission first given by Lessor. Lessor acknowledges receipt of the first Lease payment referred to on Exhibit 1 from Lessee. Any amounts received by the Lessor from Lessee, at or prior to the date of this Lease, in excess of the first Lease payment as shown on Exhibit 1, shall be held as security for the performance of the terms of this Lease. If Lessee is not in default hereunder, or under any other lease between the parties hereto, said security shall be applied toward the payment of Lease at the end of the term of this Lease, or (at Lessor’s option) returned to Lessee.

2.) **ACCEPTANCE; DELIVERY:** Lessee agrees that it has selected the Equipment, and the Lessor shall not be liable for specific performance or for damages, if any, if for any reason the vendor delays or fails to fill the Equipment order. Lessee shall accept such Equipment as delivered by Lessor and authorizes Lessor to insert the serial number and any additional descriptive matter in “Equipment Information” in connection with the Equipment. Lessee represents that it has acquired the Equipment in accordance with applicable Texas bid or procurement law.

3.) **WARRANTIES AND REPRESENTATIONS:** Lessee agrees that all maintenance, service, and Equipment warranties, are the sole obligation of the vendor or supplier of the Equipment and not Lessor. Lessor authorizes the Lessee to enforce in Lessee’s own name any warranty, agreement or representation, if any, which may be made regarding the Equipment by the vendor or supplier BUT LESSOR ITSELF MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AS TO THE CONDITION OF THE EQUIPMENT AT TIME OF LEASE. Lessor specifically disclaims any representation or warrant with regard to merchantability or fitness for a particular use or purpose. Lessee has inspected the Equipment and has selected the Equipment to be financed by this Lease. Lessor is merely providing financing for such Equipment. Lessor is not the vendor of the Equipment, and Lessor makes no warranties in regard to the Equipment. All warranties regarding the Equipment, including but not limited to the warranties of MERCHANTABILITY and FITNESS FOR A PARTICULAR USE OR PURPOSE are expressly disclaimed by Lessor.

The disclaimers or limitations in this Section 3 do not apply to any warranties made by the vendor or supplier of the Equipment, all of which may be enforced by Lessee. Lessor retains all rights to make warranty claims and settle all warranty disputes on the Equipment in either Lessor’s or Lessee’s name and for Lessor’s benefit without notice to, or consent from, Lessee.

4.) **LEASE PAYMENTS:** The total Lease payments for lease of the Equipment are shown on Exhibit 2. Lessee promises and agrees to pay all specified Lease payments in advance on or before the date designated for the payments in Exhibit 2 without demand. Said Lease payments shall be payable at the office of Lessor, or to such other person and/or at such other place as Lessor may from time to time designate to Lessee in writing.

In the event this Lease is not "bank qualified" under Section 265(b)(3) of the Internal Revenue Code or if the interest portion of the Lease payments is not excluded from federal income taxation, the Lease payments shall be recalculated using a "Gross Up Rate" (meaning a new interest rate on the amount funded by Lessor) of the *Wall Street Journal* Prime Rate +4% per annum, as in effect for the entire period of non-bank qualified status, or taxability.

5.) **LEASE TERM:** This Lease shall have a term commencing on the Date of Acceptance by Lessee (shown in the "Lessee's Acceptance") until the Lease End Date as set forth on Exhibit 1.

6.) **OWNERSHIP; RETURN; PERSONAL PROPERTY:** Subject to all rights granted to or retained by Lessor under this Agreement (including Lessee's unconditional obligation to return possession and title to the Equipment to Lessor at the end of the term of this Lease regardless of the reason for termination unless Lessee pays the Purchase Option Price in full) title to the Equipment shall be in the name of the Lessee. Upon the termination of this Lease for any reason, Lessee will immediately return said Equipment and all additions to the Equipment to Lessor in as good condition as received, normal wear and tear excepted, or Lessee may purchase the Equipment for the Purchase Option Price then in effect. Any profit or loss from disposition of the Equipment after it is returned to Lessor will be the sole property of Lessor. The Equipment shall always remain and be deemed personal property even though attached to realty. All replacements, Equipment repairs or accessories made to or placed in or upon said Equipment shall become a component part thereof; and title thereto shall be immediately vested in Lessor; and shall be included under the terms hereof. All advances made by Lessor to preserve said Equipment or to pay insurance premiums for insurance thereon or to discharge and pay any taxes, liens or encumbrances thereon shall be added to the unpaid balance of Lease Payments due hereunder and shall be repayable by Lessee to Lessor immediately together with interest thereon at the rate of the maximum rate allowed by law.

Lessee hereby grants to Lessor and Lessor's assigns a consensual security interest in and lien against the equipment as fully described in the Exhibit 1 attachment. If ownership of the Equipment is evidenced by a certificate of title (for example, a motor vehicle), such title shall be endorsed to show Lessor or Lessor's assigns as a lienholder. Lessee further consents to Lessor filing a UCC-1 Financing Statement to reflect Lessor's security interest in the Equipment. Lessee shall return the title, endorsed to Lessor or Lessor's assigns, at the same time Lessee returns the Equipment. Should Lessee fail to return the title endorsed to Lessor, Lessee hereby designates Lessor or Lessor's assigns as having full legal power and authority (including a limited irrevocable power of attorney coupled with an interest) either to apply for a new title in Lessor's name, or to endorse the current title to Lessor's name. At the end of the Term or other termination of this Agreement, if Lessee has not exercised its rights to purchase the Equipment, and paid the Purchase Option Price in full, the Equipment shall be returned to Lessor as provided above, and such return shall not be deemed a forced sale under Texas law.

7.) **PURCHASE OPTION:** If no Event of Default has occurred and is continuing, Lessee shall have the option at any time to purchase all (but not less than all) the Equipment at the price stated in Exhibit 1, plus any applicable sales taxes and fees (all being the "Purchase Option Price"), it being understood no taxes are due under current Texas law. Lessee must give Lessor irrevocable written notice at least 30 days before the purchase date that it will purchase the Equipment unless the purchase is being made at the end of the term of this Agreement and the Purchase Option Price is \$1.00. The Purchase Option Price as defined in Exhibit 1 shall be used for any purchase of the Equipment by the Lessee prior to the end of the scheduled term. Upon payment by Lessee of the Purchase Option Price, Lessor shall transfer all of Lessor's rights in the Equipment to Lessee AS-IS, WHERE-IS AND WITH ALL FAULTS without any representation or warranty whatsoever.

Lessee may also buy the Equipment at any time prior to the end of the full stated Lease term by paying to Lessor:

- (a) the remaining unpaid balance of the principal payments due for the entire stated term of the Lease shown on Exhibit 2 (the Lease payments have both a principal and interest component like any loan); plus
- (b) accrued but unpaid interest on such principal amount as of such purchase date.

The Lessor will calculate such payments and furnish them to Lessee as requested.

8.) **ASSIGNMENT:** Lessor may assign this Lease and its assignee may reassign the same, without the consent of Lessee. All rights of Lessor hereunder shall be succeeded to by any assignee hereof and said assignee's title to this Lease, to the Lease payments or other amounts due hereunder, and in and to the Equipment shall be free from all defenses, setoffs or counterclaims of any kind or character which Lessee may be entitled to assert against the original Lessor; it being understood and agreed that any assignee of Lessor does not assume any obligations of the original Lessor herein named.

Neither this Lease nor any interest herein is assignable or transferable by operation of law, or otherwise, by Lessee.

9.) **LOSS; DAMAGE; INSURANCE:** As between Lessor and Lessee, Lessee assumes the entire risk of loss from all use and operation of the Equipment and no such loss shall relieve Lessee of its obligations hereunder. To the full extent permitted by law, Lessee agrees to and does hereby release, indemnify and hold Lessor harmless, from and against all claims, costs, expenses, damages and liabilities, court costs including reasonable attorney fees resulting from or pertaining to the ownership, use or operation of the Equipment during the term of this Agreement subsequent to the termination or expiration of this Agreement or while said Equipment is otherwise in possession of the Lessee. Lessee agrees to keep the Equipment insured (i.e., property insurance) to protect all interests of Lessee and Lessor, at Lessee's expense, against all risks of loss or damage from every cause whatsoever for not less than the unpaid balance of the Lease payments due hereunder to maturity or 80% of the then current value of said Equipment, whichever is higher. Lessee shall further maintain commercial general liability insurance regarding injury, damage to the Equipment, injury or damages to third parties or death resulting out of the operation of the Equipment during the term hereof or while the Equipment is in the possession of Lessee, and including any liability of Lessor for public liability and property damage. Lessor may, but shall not be obligated to, insure said Equipment at the expense of Lessee for any purpose for which insurance may be purchased. The proceeds from such insurance policies shall be paid to Lessor as its interests may appear and Lessor shall be named as lien holder and loss payee in all said policies. The proceeds of such insurance, whether resulting from loss or damage or return premium or otherwise, shall be applied toward the replacement or repair of the said Equipment or the payment of obligations of Lessee hereunder, at the option of Lessor or Lessor's assigns. Lessee hereby appoints Lessor and Lessor's assigns as Lessee's attorney-in-fact to make claims for, compromise and settle, receive payment of and execute or endorse all documents, checks or drafts for loss or damage or return premium under any insurance policy issued in regard to said Equipment.

Lessor and Lessee acknowledge that Lessor is only leasing the Equipment, and Lessor does not hold title to, use, operate, control or maintain the Equipment, all of which shall be done by Lessee during the term hereof.

10.) **USE; TAXES; INSPECTION AND CONDITION:** Lessee agrees to use, operate and maintain said Equipment in accordance with all applicable laws; to pay all licensing or registrations fees for said Equipment and to keep the same free of levies, liens and encumbrances; to file all personal property tax returns (if any are due on the Equipment), to pay all taxes, assessments, fees and penalties which may be levied or assessed on or in respect to said Equipment or its use or any interest therein, or upon the Lease payments (provided Lessor shall pay its own income taxes on the Lease payments), including but not limited to, all federal, state and local taxes, however designated, levied or assessed upon the Lessee and Lessor or either of them in regard to said Equipment, or upon the use or operation thereof. Lessee shall permit Lessor to inspect said Equipment at any time; and to keep it in first class condition and repair at Lessee's expense and house the same in suitable shelter; and not to sell or otherwise dispose of Lessee's interest therein or in any additions or accessories attached thereto during the term of this Lease.

11.) EVENTS OF DEFAULT; REMEDIES; LATE CHARGES; EXPENSES OF ENFORCEMENT:

(a) Events of Default. In the event Lessee shall default in the payment of any Lease payment due, or any other sums due hereunder for a period of fifteen (15) days or more, or in the event of any default or breach of the terms and conditions of this Lease, or any other lease between the parties hereto, or if any execution or other writ or process shall be issued in any action or proceeding, against the Lessee, whereby the said Equipment may be taken or distrained, or if a proceeding in bankruptcy, receivership or insolvency shall be instituted by or against the Lessee or its property, or if the Lessee shall enter into any agreement or composition with its creditors, breach any of the terms of any loan or credit agreement, or default thereunder, or if the condition of the Lessee's affairs shall so change as to, in the Lessor's opinion, impair the Lessor's security or increase the credit risk involved, then and in that event Lessee shall return the Equipment as provided in Section 6 and Section 11(b). If Lessee fails to do so, the Lessor shall have the right to retake immediate possession of the Equipment, and for such purpose, the Lessor may enter upon any premises where said

Equipment may be and may remove the same therefrom with or without notice of its intention to do same, without being liable to any suit or action or other proceeding by the Lessee.

(b) Remedies. If this Lease terminates by reason of event of default (Section 11), non-appropriation (Section 14) or otherwise prior to the end of the entire Lease term shown on Exhibit 1, and if Lessee has not paid the applicable Purchase Option Price Lessor's remedies shall be the following:

- (i) Lessee shall return the Equipment to Lessor as provided in Section 6.
- (ii) Lessor may retain all Lease payments previously paid by Lessee.
- (iii) Upon return of the Equipment full legal title thereto shall be automatically vested in Lessor, and Lessee will deliver evidence of title as provided in Section 6.
- (iv) After return of the Equipment, Lessor may, at its option, sell the Equipment at public or private sale for cash or on credit and may become the purchaser at such sale. Any gain or loss on such sale shall accrue and belong to Lessor.
- (v) Lessor may enforce its rights hereunder by writ of mandamus.

(c) Late Charges. Whenever any payment is more than ten (10) days late, the Lessee promises to pay to the Lessor or its assigns, not later than one month thereafter, an amount calculated at the rate of the lesser of (i) five cents per one dollar of each such delayed payment and to make such payments as liquidated damages occasioned by such delay, if allowed by law, or (ii) the maximum rate allowed by law.

(d) Expense of Enforcement. Upon default under any provision of this Lease, the Lessee shall be liable for arrears of lease payments, during any period for which Lessee has made appropriation under Section 14, if any. Further, if Lessee fails to return the Equipment (and title, if any) to Lessor, Lessee shall be liable for (i) the expense of re-taking possession and the removal of the Equipment, (ii) court costs, and (iii) Lessor's reasonable attorney fees.

12.) **NON-WAIVER:** The omission by the Lessor at any time to enforce any default or right reserved to it, or to require performance of any of the terms, covenants or provisions hereof by the Lessee at any time designated, shall not be a waiver of any such default or right to which the Lessor is entitled, nor shall it in any way affect the right of the Lessor to enforce such provisions thereafter. The Lessor may exercise all remedies simultaneously, pursuant to the terms hereof, and any such action shall not operate to release the Lessee until the full amount of the Lease Payments due and to become due and all other sums to be paid hereunder have been paid in cash.

13.) **SEVERABILITY:** The provisions of this Lease are severable, and if any one of such provisions are determined to be illegal or unenforceable, the same shall not impair the effectiveness of the remaining provisions hereof.

14.) **SPECIAL PROVISIONS: FISCAL FUNDING:** The Lessee warrants that it has funds available to pay the Lease payments payable pursuant to this Agreement until the end of its current appropriation period and warrants that it presently intends to make payments in each appropriation period from now until the end of the Lease term. The officer of the Lessee responsible for preparation of Lessee's annual budget shall request from its legislative body funding to be paid to Lessor under this Agreement. If notwithstanding the making in good faith of such request in accordance with appropriate procedures and with the exercise of reasonable care and diligence, such legislative body over funding authority does not appropriate funds to be paid to Lessor then at the end of the fiscal year for which Lessee has made appropriation, Lessee shall be released of its obligation to make Lease payments to Lessor due after the end of the period for which appropriation was made, provided the Equipment (and any related title documents) are returned to Lessor by Lessee and at Lessee's expense, in good condition, normal wear and tear excepted. In addition to return of the Equipment pursuant to the terms of this Agreement, Lessor shall retain all sums paid by Lessee and for which appropriation was made. All obligations and payments required of Lessee herein shall be subject to appropriation by Lessee of sufficient funds.

To the extent permitted by law, (i) Lessee may not terminate the Lease in order to purchase, rent or lease property performing functions similar to those performed by the Equipment through the stated maturity date of the Lease, and (ii) Lessee agrees

not to permit functions similar to those performed through the use of the Equipment to be performed by its own employees or by any agency or entity affiliated with or hired by the Lessee.

THIS LEASE IS SUBJECT TO THE TERMS AND CONDITIONS PRINTED ABOVE WHICH ARE MADE A PART HEREOF AND WHICH LESSEE ACKNOWLEDGES THAT IT HAS READ. LESSEE REPRESENTS THAT ALL ACTION TO AUTHORIZE THE EXECUTION OF THIS AGREEMENT ON BEHALF OF THE LESSEE BY THE FOLLOWING SIGNATORIES HAS BEEN TAKEN.

THERE ARE NO ORAL AGREEMENTS BETWEEN THE LESSOR AND LESSEE.

DATE OF ACCEPTANCE: TBD

LESSOR: FIRST NATIONAL BANK d/b/a FIRST NATIONAL BANK LEASING

By: _____
STEWART COBB
SENIOR VICE PRESIDENT

Lessee: CITY OF DIBOLL
400 KENLEY ST.
DIBOLL, TX. 75941
TAX ID # 75-1104344

By: _____
JASON ARNOLD
CITY MANAGER – CITY OF DIBOLL

LESSEE'S ACCEPTANCE

TO VENDOR: ACCEPTANCE MUST BE SIGNED BY LESSEE AND RETURNED TO US BEFORE YOUR INVOICE CAN BE PROCESSED FOR PAYMENT.

We as Lessee agree the above listed Equipment has been inspected by Lessee, is satisfactory in every way, accepted by Lessee and we as Lessee have approved payment of the Total Capitalized Cost by Lessor to Vendor. We, as Lessee, hereby agree that we have fully inspected the Equipment leased hereunder and acknowledged it to be in good condition to our complete satisfaction. We understand that you, as Lessor, make no warranties, either expressed or implied, as to the condition of the Equipment, or its fitness for any particular purpose. We understand that this installation is not made on a trial basis.

Lessee: CITY OF DIBOLL
400 KENLEY ST.
DIBOLL, TX. 75941
TAX ID # 75-1104344

By: _____
JASON ARNOLD
CITY MANAGER – CITY OF DIBOLL

DATE OF ACCEPTANCE: TBD

Exhibit 1

<u>Model Number</u>	<u>Serial #</u>	<u>EQUIPMENT INFORMATION</u> Item/Description:	<u>Qty</u>	<u>Price</u>
	1GNSKLED7NR249907	2022 Chevy Tahoe PPV Purchased from Siddons-Martin Emergency Group	1	\$64,000.00
		Re-imburse City for Motorola Radio and Stalker Radar		\$8,691.48
				\$3,720.00
		SUB TOTAL:		\$76,411.48
		TOTAL:		\$76,411.48
		Down Payment:		\$0.00
		Document Fees:		\$395.00
		TOTAL CAPITALIZED COST:		\$76,806.48

SCHEDULE OF LEASE PAYMENTS DURING THE BASE TERM:

No. of Years:	3	Base Lease Payment:	\$28,547.87
No. of Annual Lease Payments:	3	Interest Rate:	5.65%
For Business Use Inside: ANGELINA COUNTY		Property Tax:	N/A
		Total Payment:	\$28,547.87
		Lease End Date:	December 15, 2028

PAYMENTS AND DATES ARE ESTIMATED – NOT ACTUAL CONTRACT

Exhibit 2

Lease payments:

<u>Payment Date</u>	<u>Lease Payment</u>
12/15/25	\$0.00
12/15/26	\$28,547.87
12/15/27	\$28,547.87
12/15/28	\$28,547.87

PAYMENTS AND DATES ARE ESTIMATED – NOT ACTUAL CONTRACT

WORKSHEET FOR LEASE-PURCHASE EQUIPMENT LEASE

FILE: EquipQuote

LESSEE: City of Diboll

400 Kenley St., Diboll, TX. 75941

TAX ID # 75-1104344

Date: 9-16-2025

LEASE NO: FNBL: TBD

ACCEPTANCE DATE: November 11, 2025

FUND DATE: TBD

QUOTED BY: Stewart Cobb

First National Bank - Leasing

3801 Fairway Blvd., Wichita Falls, TX. 76310

Cell (940)613-3998

CONTACT: Chief Skillern

BUSINESS PHONE: 936-219-3465

EQUIPMENT:

2025 Chevy PPV Tahoe - NEW

VIN # 1GNS5UED6SR378150

Vehicle Upfits

Motorola Radio

Stalker Radar

FREIGHT/HANDLING:

TOTAL PURCHASE PRICE

Down Payment

UCC-1/Doc Filing Fee

Trade Allowance

Net Capitalized Cost

\$58,195.00

\$0.00

\$0.00

\$25,448.00 Make Payment to Freedom Chevrolet

\$8,691.48 **Re-imburse the City**

\$3,720.00 **Re-imburse the City**

\$0.00

\$0.00

\$96,054.48

\$0.00

\$395.00

\$0.00

\$96,449.48 Quote includes estimated dealer floor plan interest charges

SOURCE: - (3) Three Year Lease Purchase

Purchase Vehicle From Freedom Chevrolet

<u>Date</u>	<u>Lease Payment</u>	<u>Days Accrual</u>	<u>Accr. Interest</u>	<u>Principal</u>	<u>Note Balance</u>
02/15/26	0.00	0	0.00	0.00	96,449.48
02/15/27	35,848.97	365	5,449.40	30,399.57	66,049.91
02/15/28	35,848.97	365	3,731.82	32,117.15	33,932.76
02/15/29	35,848.97	365	1,917.20	33,931.77	0.99

Net Capitalized Cost

Interest Rate

Residual Value

Rounding Residual

Adjusted Res. Value

96,449.48

5.6500%

\$0.99

0.01

\$1.00

1095

\$11,098.42

CONTRACT (LEASE) NO. _____ TBD _____

***PAYMENTS AND DATES ARE ESTIMATED – NOT ACTUAL CONTRACT**

**FIRST NATIONAL BANK DBA FIRST NATIONAL BANK LEASING
3801 FAIRWAY BLVD.
WICHITA FALLS, TEXAS 76310**

EQUIPMENT LEASE BY MUNICIPALITY

PARTIES:

Lessor: FIRST NATIONAL BANK DBA FIRST NATIONAL BANK LEASING
3801 FAIRWAY BLVD.
WICHITA FALLS, TEXAS 76310

Lessee: CITY OF DIBOLL
400 KENLEY ST.
DIBOLL, TX. 75941
TAX ID # 75-1104344

TERMS AND CONDITIONS:

1.) **LEASE:** Lessor leases to Lessee, and Lessee leases from Lessor the Equipment listed in “Equipment Information” (the “Equipment”). Said Equipment will be located inside _____ ANGELINA _____ County and will not be moved to another location without written permission first given by Lessor. Lessor acknowledges receipt of the first Lease payment referred to on Exhibit 1 from Lessee. Any amounts received by the Lessor from Lessee, at or prior to the date of this Lease, in excess of the first Lease payment as shown on Exhibit 1, shall be held as security for the performance of the terms of this Lease. If Lessee is not in default hereunder, or under any other lease between the parties hereto, said security shall be applied toward the payment of Lease at the end of the term of this Lease, or (at Lessor’s option) returned to Lessee.

2.) **ACCEPTANCE; DELIVERY:** Lessee agrees that it has selected the Equipment, and the Lessor shall not be liable for specific performance or for damages, if any, if for any reason the vendor delays or fails to fill the Equipment order. Lessee shall accept such Equipment as delivered by Lessor and authorizes Lessor to insert the serial number and any additional descriptive matter in “Equipment Information” in connection with the Equipment. Lessee represents that it has acquired the Equipment in accordance with applicable Texas bid or procurement law.

3.) **WARRANTIES AND REPRESENTATIONS:** Lessee agrees that all maintenance, service, and Equipment warranties, are the sole obligation of the vendor or supplier of the Equipment and not Lessor. Lessor authorizes the Lessee to enforce in Lessee’s own name any warranty, agreement or representation, if any, which may be made regarding the Equipment by the vendor or supplier BUT LESSOR ITSELF MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AS TO THE CONDITION OF THE EQUIPMENT AT TIME OF LEASE. Lessor specifically disclaims any representation or warrant with regard to merchantability or fitness for a particular use or purpose. Lessee has inspected the Equipment and has selected the Equipment to be financed by this Lease. Lessor is merely providing financing for such Equipment. Lessor is not the vendor of the Equipment, and Lessor makes no warranties in regard to the Equipment. All warranties regarding the Equipment, including but not limited to the warranties of MERCHANTABILITY and FITNESS FOR A PARTICULAR USE OR PURPOSE are expressly disclaimed by Lessor.

The disclaimers or limitations in this Section 3 do not apply to any warranties made by the vendor or supplier of the Equipment, all of which may be enforced by Lessee. Lessor retains all rights to make warranty claims and settle all warranty disputes on the Equipment in either Lessor’s or Lessee’s name and for Lessor’s benefit without notice to, or consent from, Lessee.

4.) **LEASE PAYMENTS:** The total Lease payments for lease of the Equipment are shown on Exhibit 2. Lessee promises and agrees to pay all specified Lease payments in advance on or before the date designated for the payments in Exhibit 2 without demand. Said Lease payments shall be payable at the office of Lessor, or to such other person and/or at such other place as Lessor may from time to time designate to Lessee in writing.

In the event this Lease is not "bank qualified" under Section 265(b)(3) of the Internal Revenue Code or if the interest portion of the Lease payments is not excluded from federal income taxation, the Lease payments shall be recalculated using a "Gross Up Rate" (meaning a new interest rate on the amount funded by Lessor) of the *Wall Street Journal* Prime Rate +4% per annum, as in effect for the entire period of non-bank qualified status, or taxability.

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6.) **OWNERSHIP; RETURN; PERSONAL PROPERTY:** Subject to all rights granted to or retained by Lessor under this Agreement (including Lessee's unconditional obligation to return possession and title to the Equipment to Lessor at the end of the term of this Lease regardless of the reason for termination unless Lessee pays the Purchase Option Price in full) title to the Equipment shall be in the name of the Lessee. Upon the termination of this Lease for any reason, Lessee will immediately return said Equipment and all additions to the Equipment to Lessor in as good condition as received, normal wear and tear excepted, or Lessee may purchase the Equipment for the Purchase Option Price then in effect. Any profit or loss from disposition of the Equipment after it is returned to Lessor will be the sole property of Lessor. The Equipment shall always remain and be deemed personal property even though attached to realty. All replacements, Equipment repairs or accessories made to or placed in or upon said Equipment shall become a component part thereof; and title thereto shall be immediately vested in Lessor; and shall be included under the terms hereof. All advances made by Lessor to preserve said Equipment or to pay insurance premiums for insurance thereon or to discharge and pay any taxes, liens or encumbrances thereon shall be added to the unpaid balance of Lease Payments due hereunder and shall be repayable by Lessee to Lessor immediately together with interest thereon at the rate of the maximum rate allowed by law.

Lessee hereby grants to Lessor and Lessor's assigns a consensual security interest in and lien against the equipment as fully described in the Exhibit 1 attachment. If ownership of the Equipment is evidenced by a certificate of title (for example, a motor vehicle), such title shall be endorsed to show Lessor or Lessor's assigns as a lienholder. Lessee further consents to Lessor filing a UCC-1 Financing Statement to reflect Lessor's security interest in the Equipment. Lessee shall return the title, endorsed to Lessor or Lessor's assigns, at the same time Lessee returns the Equipment. Should Lessee fail to return the title endorsed to Lessor, Lessee hereby designates Lessor or Lessor's assigns as having full legal power and authority (including a limited irrevocable power of attorney coupled with an interest) either to apply for a new title in Lessor's name, or to endorse the current title to Lessor's name. At the end of the Term or other termination of this Agreement, if Lessee has not exercised its rights to purchase the Equipment, and paid the Purchase Option Price in full, the Equipment shall be returned to Lessor as provided above, and such return shall not be deemed a forced sale under Texas law.

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Lessee may also buy the Equipment at any time prior to the end of the full stated Lease term by paying to Lessor:

- (a) the remaining unpaid balance of the principal payments due for the entire stated term of the Lease shown on Exhibit 2 (the Lease payments have both a principal and interest component like any loan); plus
- (b) accrued but unpaid interest on such principal amount as of such purchase date.

The Lessor will calculate such payments and furnish them to Lessee as requested.

8.) **ASSIGNMENT:** Lessor may assign this Lease and its assignee may reassign the same, without the consent of Lessee. All rights of Lessor hereunder shall be succeeded to by any assignee hereof and said assignee's title to this Lease, to the Lease payments or other amounts due hereunder, and in and to the Equipment shall be free from all defenses, setoffs or counterclaims of any kind or character which Lessee may be entitled to assert against the original Lessor; it being understood and agreed that any assignee of Lessor does not assume any obligations of the original Lessor herein named.

Neither this Lease nor any interest herein is assignable or transferable by operation of law, or otherwise, by Lessee.

9.) **LOSS; DAMAGE; INSURANCE:** As between Lessor and Lessee, Lessee assumes the entire risk of loss from all use and operation of the Equipment and no such loss shall relieve Lessee of its obligations hereunder. To the full extent permitted by law, Lessee agrees to and does hereby release, indemnify and hold Lessor harmless, from and against all claims, costs, expenses, damages and liabilities, court costs including reasonable attorney fees resulting from or pertaining to the ownership, use or operation of the Equipment during the term of this Agreement subsequent to the termination or expiration of this Agreement or while said Equipment is otherwise in possession of the Lessee. Lessee agrees to keep the Equipment insured (i.e., property insurance) to protect all interests of Lessee and Lessor, at Lessee's expense, against all risks of loss or damage from every cause whatsoever for not less than the unpaid balance of the Lease payments due hereunder to maturity or 80% of the then current value of said Equipment, whichever is higher. Lessee shall further maintain commercial general liability insurance regarding injury, damage to the Equipment, injury or damages to third parties or death resulting out of the operation of the Equipment during the term hereof or while the Equipment is in the possession of Lessee, and including any liability of Lessor for public liability and property damage. Lessor may, but shall not be obligated to, insure said Equipment at the expense of Lessee for any purpose for which insurance may be purchased. The proceeds from such insurance policies shall be paid to Lessor as its interests may appear and Lessor shall be named as lien holder and loss payee in all said policies. The proceeds of such insurance, whether resulting from loss or damage or return premium or otherwise, shall be applied toward the replacement or repair of the said Equipment or the payment of obligations of Lessee hereunder, at the option of Lessor or Lessor's assigns. Lessee hereby appoints Lessor and Lessor's assigns as Lessee's attorney-in-fact to make claims for, compromise and settle, receive payment of and execute or endorse all documents, checks or drafts for loss or damage or return premium under any insurance policy issued in regard to said Equipment.

Lessor and Lessee acknowledge that Lessor is only leasing the Equipment, and Lessor does not hold title to, use, operate, control or maintain the Equipment, all of which shall be done by Lessee during the term hereof.

10.) **USE; TAXES; INSPECTION AND CONDITION:** Lessee agrees to use, operate and maintain said Equipment in accordance with all applicable laws; to pay all licensing or registrations fees for said Equipment and to keep the same free of levies, liens and encumbrances; to file all personal property tax returns (if any are due on the Equipment), to pay all taxes, assessments, fees and penalties which may be levied or assessed on or in respect to said Equipment or its use or any interest therein, or upon the Lease payments (provided Lessor shall pay its own income taxes on the Lease payments), including but not limited to, all federal, state and local taxes, however designated, levied or assessed upon the Lessee and Lessor or either of them in regard to said Equipment, or upon the use or operation thereof. Lessee shall permit Lessor to inspect said Equipment at any time; and to keep it in first class condition and repair at Lessee's expense and house the same in suitable shelter; and not to sell or otherwise dispose of Lessee's interest therein or in any additions or accessories attached thereto during the term of this Lease.

11.) EVENTS OF DEFAULT; REMEDIES; LATE CHARGES; EXPENSES OF ENFORCEMENT:

(a) Events of Default. In the event Lessee shall default in the payment of any Lease payment due, or any other sums due hereunder for a period of fifteen (15) days or more, or in the event of any default or breach of the terms and conditions of this Lease, or any other lease between the parties hereto, or if any execution or other writ or process shall be issued in any action or proceeding, against the Lessee, whereby the said Equipment may be taken or distrained, or if a proceeding in bankruptcy, receivership or insolvency shall be instituted by or against the Lessee or its property, or if the Lessee shall enter into any agreement or composition with its creditors, breach any of the terms of any loan or credit agreement, or default thereunder, or if the condition of the Lessee's affairs shall so change as to, in the Lessor's opinion, impair the Lessor's security or increase the credit risk involved, then and in that event Lessee shall return the Equipment as provided in Section 6 and Section 11(b). If Lessee fails to do so, the Lessor shall have the right to retake immediate possession of the Equipment, and for such purpose, the Lessor may enter upon any premises where said

Equipment may be and may remove the same therefrom with or without notice of its intention to do same, without being liable to any suit or action or other proceeding by the Lessee.

(b) Remedies. If this Lease terminates by reason of event of default (Section 11), non-appropriation (Section 14) or otherwise prior to the end of the entire Lease term shown on Exhibit 1, and if Lessee has not paid the applicable Purchase Option Price Lessor's remedies shall be the following:

- (i) Lessee shall return the Equipment to Lessor as provided in Section 6.
- (ii) Lessor may retain all Lease payments previously paid by Lessee.
- (iii) Upon return of the Equipment full legal title thereto shall be automatically vested in Lessor, and Lessee will deliver evidence of title as provided in Section 6.
- (iv) After return of the Equipment, Lessor may, at its option, sell the Equipment at public or private sale for cash or on credit and may become the purchaser at such sale. Any gain or loss on such sale shall accrue and belong to Lessor.
- (v) Lessor may enforce its rights hereunder by writ of mandamus.

(c) Late Charges. Whenever any payment is more than ten (10) days late, the Lessee promises to pay to the Lessor or its assigns, not later than one month thereafter, an amount calculated at the rate of the lesser of (i) five cents per one dollar of each such delayed payment and to make such payments as liquidated damages occasioned by such delay, if allowed by law, or (ii) the maximum rate allowed by law.

(d) Expense of Enforcement. Upon default under any provision of this Lease, the Lessee shall be liable for arrears of lease payments, during any period for which Lessee has made appropriation under Section 14, if any. Further, if Lessee fails to return the Equipment (and title, if any) to Lessor, Lessee shall be liable for (i) the expense of re-taking possession and the removal of the Equipment, (ii) court costs, and (iii) Lessor's reasonable attorney fees.

12.) **NON-WAIVER:** The omission by the Lessor at any time to enforce any default or right reserved to it, or to require performance of any of the terms, covenants or provisions hereof by the Lessee at any time designated, shall not be a waiver of any such default or right to which the Lessor is entitled, nor shall it in any way affect the right of the Lessor to enforce such provisions thereafter. The Lessor may exercise all remedies simultaneously, pursuant to the terms hereof, and any such action shall not operate to release the Lessee until the full amount of the Lease Payments due and to become due and all other sums to be paid hereunder have been paid in cash.

13.) **SEVERABILITY:** The provisions of this Lease are severable, and if any one of such provisions are determined to be illegal or unenforceable, the same shall not impair the effectiveness of the remaining provisions hereof.

14.) **SPECIAL PROVISIONS: FISCAL FUNDING:** The Lessee warrants that it has funds available to pay the Lease payments payable pursuant to this Agreement until the end of its current appropriation period and warrants that it presently intends to make payments in each appropriation period from now until the end of the Lease term. The officer of the Lessee responsible for preparation of Lessee's annual budget shall request from its legislative body funding to be paid to Lessor under this Agreement. If notwithstanding the making in good faith of such request in accordance with appropriate procedures and with the exercise of reasonable care and diligence, such legislative body over funding authority does not appropriate funds to be paid to Lessor then at the end of the fiscal year for which Lessee has made appropriation, Lessee shall be released of its obligation to make Lease payments to Lessor due after the end of the period for which appropriation was made, provided the Equipment (and any related title documents) are returned to Lessor by Lessee and at Lessee's expense, in good condition, normal wear and tear excepted. In addition to return of the Equipment pursuant to the terms of this Agreement, Lessor shall retain all sums paid by Lessee and for which appropriation was made. All obligations and payments required of Lessee herein shall be subject to appropriation by Lessee of sufficient funds.

To the extent permitted by law, (i) Lessee may not terminate the Lease in order to purchase, rent or lease property performing functions similar to those performed by the Equipment through the stated maturity date of the Lease, and (ii) Lessee agrees

not to permit functions similar to those performed through the use of the Equipment to be performed by its own employees or by any agency or entity affiliated with or hired by the Lessee.

THIS LEASE IS SUBJECT TO THE TERMS AND CONDITIONS PRINTED ABOVE WHICH ARE MADE A PART HEREOF AND WHICH LESSEE ACKNOWLEDGES THAT IT HAS READ. LESSEE REPRESENTS THAT ALL ACTION TO AUTHORIZE THE EXECUTION OF THIS AGREEMENT ON BEHALF OF THE LESSEE BY THE FOLLOWING SIGNATORIES HAS BEEN TAKEN.

THERE ARE NO ORAL AGREEMENTS BETWEEN THE LESSOR AND LESSEE.

DATE OF ACCEPTANCE: TBD

LESSOR: FIRST NATIONAL BANK d/b/a FIRST NATIONAL BANK LEASING

By: _____
STEWART COBB
SENIOR VICE PRESIDENT

Lessee: CITY OF DIBOLL
400 KENLEY ST.
DIBOLL, TX. 75941
TAX ID # 75-1104344

By: _____
JASON ARNOLD
CITY MANAGER – CITY OF DIBOLL

LESSEE’S ACCEPTANCE

TO VENDOR: ACCEPTANCE MUST BE SIGNED BY LESSEE AND RETURNED TO US BEFORE YOUR INVOICE CAN BE PROCESSED FOR PAYMENT.

We as Lessee agree the above listed Equipment has been inspected by Lessee, is satisfactory in every way, accepted by Lessee and we as Lessee have approved payment of the Total Capitalized Cost by Lessor to Vendor. We, as Lessee, hereby agree that we have fully inspected the Equipment leased hereunder and acknowledged it to be in good condition to our complete satisfaction. We understand that you, as Lessor, make no warranties, either expressed or implied, as to the condition of the Equipment, or its fitness for any particular purpose. We understand that this installation is not made on a trial basis.

Lessee: CITY OF DIBOLL
400 KENLEY ST.
DIBOLL, TX. 75941
TAX ID # 75-1104344

By: _____
JASON ARNOLD
CITY MANAGER – CITY OF DIBOLL

DATE OF ACCEPTANCE: TBD

Exhibit 1

<u>Model Number</u>	<u>Serial #</u>	<u>EQUIPMENT INFORMATION</u> Item/Description:	<u>Qty</u>	<u>Price</u>
	1GNS5UED6SR378150	2025 Chevy Tahoe PPV Purchased from Freedom Chevrolet	1	\$58,195.00
		Re-imburse City for Motorola Radio and Stalker Radar		\$8,691.48
		SUB TOTAL:		\$3,720.00
				\$70,606.48
		Vehicle Upfits – Payable to Freedom Chevrolet	1	\$25,448.00
		TOTAL:		\$96,054.48
		Down Payment:		\$0.00
		Document Fees:		\$395.00
		TOTAL CAPITALIZED COST:		\$96,449.48

SCHEDULE OF LEASE PAYMENTS DURING THE BASE TERM:

No. of Years:	3	Base Lease Payment:	\$35,848.97
No. of Annual Lease Payments:	3	Interest Rate:	5.65%
For Business Use Inside: ANGELINA COUNTY		Property Tax:	N/A
		Total Payment:	\$35,848.97
		Lease End Date:	February 15, 2029

PAYMENTS AND DATES ARE ESTIMATED – NOT ACTUAL CONTRACT

Exhibit 2

Lease payments:

<u>Payment Date</u>	<u>Lease Payment</u>
02/15/26	\$0.00
02/15/27	\$35,848.97
02/15/28	\$35,848.97
02/15/29	\$35,848.97

PAYMENTS AND DATES ARE ESTIMATED – NOT ACTUAL CONTRACT

RESOLUTION 2025-11-001

A RESOLUTION OF THE CITY OF DIBOLL, TEXAS ESTABLISHING THE “OPEN FOR BUSINESS IN DIBOLL” RIBBONCUTTING & BUSINESS RECOGNITION POLICY; ESTABLISHING GUIDELINES FOR CITY-SPONSORED RIBBON CUTTING CEREMONIES; AND PROVIDING AN EFFECTIVE DATE (EXHIBIT A).

WHEREAS, the City Council of the City of Diboll values the contributions of local businesses to the community’s economic growth and quality of life; and

WHEREAS, the City of Diboll recognizes that new business openings, expansions, and re-openings are important milestones deserving of recognition and public celebration; and

WHEREAS, the City Council desires to establish a consistent policy and process for coordinating ribbon cutting ceremonies on behalf of the City, to be known as the “*Open for Business in Diboll*” Ribbon Cutting & Business Recognition Policy; and

WHEREAS, said policy outlines eligibility criteria, scheduling procedures, and the respective responsibilities of City staff, elected officials, and participating businesses to ensure a professional and meaningful event;

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

1. The City Council hereby adopts the “Open for Business in Diboll – Ribbon Cutting & Business Recognition Policy” as presented, attached hereto as *Exhibit A*, and incorporated herein for all purposes.
2. The City Manager and administrative staff are authorized and directed to implement and administer the policy, including coordination of events and promotion of recognized businesses.
3. The policy shall take effect immediately upon passage and approval of this resolution.
4. Nothing in the Open for Business in Diboll Ribbon Cutting & Business Recognition Policy shall obligate the City to conduct a ribbon cutting ceremony. The City retains full discretion to decline, postpone, or cancel a ribbon cutting request for any reason deemed appropriate by the City Manager or Mayor.

PASSED AND APPROVED by the City Council of the City of Diboll, Texas, at its regular meeting this the 11th day of November 2025.

Trey Wilkerson, Mayor

ATTEST:

Rosa M. Olvera, City Secretary

STATE OF TEXAS §
ANGELINA COUNTY §
CITY OF DIBOLL §

OPEN FOR BUSINESS IN DIBOLL

RIBBON CUTTING & BUSINESS RECOGNITION POLICY

Purpose

The purpose of the *Open for Business in Diboll* program is to recognize and celebrate businesses that are investing in our community through new openings, expansions, or re-openings. This program reflects the City's commitment to supporting local commerce, encouraging economic growth, and welcoming business owners as valued partners in Diboll's success.

Eligibility

Ribbon cutting ceremonies may be scheduled for:

1. New Businesses – Newly established businesses located within the Diboll city limits.
2. Re-openings – Businesses re-opening after closure due to renovation, relocation, or ownership change.
3. Expansions – Existing businesses that have completed significant improvements, additions, or expansions.

Scheduling and Coordination

1. Ribbon cuttings are coordinated by the City Manager's Office in collaboration with the Mayor and City Council.
2. Businesses may request a ceremony by contacting City Hall at least two (2) weeks in advance.
3. The City Manager's Office will assist in scheduling and confirming details based on the availability of City officials.
4. The Mayor and City Manager (or designees) will lead and perform the ceremony on behalf of the City.

City Responsibilities

- * Provide ceremonial ribbon and scissors.
- * Schedule and attend the event (Mayor, City Council, Administrative Team).

- * Promote the event through official City communication channels, including social media and the City website.
- * Provide a certificate or formal recognition to the business.
- * Take event photographs for publication and archives.

Business Responsibilities

- * Confirm date, time, and location with City Manager.
- * Invite guests, employees, and community members.

- * Provide any refreshments, decorations, or tours desired.
- * Optionally invite local media or chamber representatives.

Ceremony Format

A standard ceremony may include:

1. Welcome remarks by the Mayor or City representative.
2. Comments from the business owner or manager.
3. Recognition of City Council and attendees.
4. Official ribbon cutting.
5. Optional refreshments, tours, or networking.

Photography and Promotion

City staff will photograph and share highlights on official platforms as part of the Open for Business in Diboll recognition. Businesses may also receive copies of photos for their own use.

City Discretion

The City of Diboll reserves the right, at its sole discretion, to decline, postpone, or cancel any ribbon cutting request made under the Open for Business in Diboll program. Factors may include scheduling conflicts, staff availability, appropriateness of the request, or circumstances determined by the City Manager or Mayor to be inconsistent with the best interests of the City.

Nothing in this policy shall be construed as obligating the City to conduct or participate in any ribbon cutting ceremony or business recognition.

Effective Date

This policy shall take effect upon approval by the Diboll City Council and remain in effect until amended or rescinded.



City of Diboll Volunteer Fire Department



September 2025 Council Report

October 6

- Pledge
 - Incident Reports
 - Business Meeting
 - Vote to sale fire truck
 - Clean Station
- Fireman present (14)

October 13

- Pledge
 - Incident Reports
 - Clean station
 - Run Trucks
- Fireman present (11)

October 20

- Pledge
 - Incident Reports
 - Run Trucks
 - Air rescue guest
 - Clean Station
- Fireman Present (13)

October 27

- Pledge
 - Incident Reports
 - Clean Station
 - Run Trucks
- Fireman Present (12)



City of Diboll Volunteer Fire Department



October 1, 2025 Emergency Incidents (24)

October 1, 2025 - 1103

- **Call # 2500000153**
600 Ash Street
Vehicle Fire
In City
Trucks 54 / 55
Diboll Fire personnel responded (5)
7801, 7805, 7814, 7824, 7825

October 5, 2025 - 1018

- **Call # 2500000154**
700 Mockingbird Lane
ATV Accident
In City
Trucks NA
Diboll Fire personnel responded (10)
7805, 7810, 7814, 7817, 7818, 7820, 7826, 7827, 7835, 7836

October 5, 2025 - 1856

- **Call # 2500000155**
1755 CC Road
Fire Alarm
Out of City
Trucks NA
Diboll Fire personnel responded (9)
7805, 7808, 7814, 7817, 7818, 7824, 7825, 7827, 7836

October 7, 2025 - 1733

- **Call # 2500000080**
571 Rutland St
Utility Emergency
In City
Trucks NA
Diboll Fire personnel responded (3)
7817, 7826, 7827



City of Diboll Volunteer Fire Department



October 11, 2025 - 2257

- **Call # 2500000157**
595 Clarks Ferry
10 / 50
Out of City
Trucks 54
Diboll Fire personnel responded (5)
7807, 7808, 7810, 7814, 7835

October 12, 2025 - 1613

- **Call # 2500000158**
344 Frosty Lane
Barn on Fire
In City
Trucks 54
Diboll Fire personnel responded (9)
7807, 7808, 7814, 7817, 7818, 7825, 7826, 7827, 7836

October 13, 2025 - 1156

- **Call # 2500000159**
N Hendrix St.
Grass Fire
In City
Trucks 54 / 58
Diboll Fire personnel responded (5)
7801, 7805, 7807, 7825, 7827

October 13, 2025 - 1712

- **Call # 2500000160**
3421 Old Diboll HWY
10 / 55
Out of City
Trucks 54
Diboll Fire personnel responded (15)
7801, 7805, 7807, 7808, 7810, 7814, 7817, 7818, 7820, 7822, 7824, 7825, 7826,
7827, 7836



City of Diboll Volunteer Fire Department



October 14, 2025 - 1731

- **Call # 2500000164**
Mutual Aid Corrigan
10/22
Out of City
Trucks 54 / 62 / 63
Diboll Fire personnel responded (10)
7801, 7805, 7807, 7814, 7818, 7820, 7824, 7826, 7827, 7836

October 14, 2025 - 1721

- **Call # 2500000163**
Mutual Aid Corrigan
10 / 22
Out of City
Trucks 55 / 63
Diboll Fire personnel responded (10)
7801, 7805, 7807, 7814, 7818, 7820, 7824, 7826, 7827, 7836

October 14, 2025 - 0927

- **Call # 2500000161**
105 Weber St.
Fire
In City
Trucks 63
Diboll Fire personnel responded (9)
7805, 7807, 7808, 7814, 7817, 7824, 7825, 7827, 7836

October 14, 2025 - 1349

- **Call # 2500000162**
11323 Cotton Thompson Rd
10 / 22
Out of City
Trucks 54 / 56
Diboll Fire personnel responded (7)
7807, 7814, 7817, 7824, 7825, 7827, 7836



City of Diboll Volunteer Fire Department



October 15, 2025 - 1554

- **Call # 2500000165**
2497 / Hendrix
10 / 50
In City
Trucks 54
Diboll Fire personnel responded (7)
7805, 7807, 7814, 7817, 7824, 7825, 7836

October 16, 2025 - 1622

- **Call # 2500000167**
2108 / Airport Rd
Control Burn
Out of City
Trucks NA
Diboll Fire personnel responded (5)
7807, 7814, 7817, 7824, 7827, 7836

October 16, 2025 - 1311

- **Call # 2500000166**
Porter Loop
Burn Barrel Fire
Out of City
Trucks 54 / 58
Diboll Fire personnel responded (5)
7805, 7807, 7817, 7824, 7836

October 18, 2025 - 1107

- **Call # 2500000168**
Phone Crash Alert
In City
Trucks NA
Diboll Fire personnel responded (5)
7805, 7824, 7826, 7827, 7835



City of Diboll Volunteer Fire Department



October 18, 2025 - 1708

- **Call # 2500000177**
906 Plantation Dr.
Mutual Aid Fuller Springs Structure Fire
Out of City
Trucks 58, 62
Diboll Fire personnel responded (5)
7805, 7818, 7823, 7825, 7827

October 19, 2025 - 1329

- **Call # 2500000170**
200 S. First St.
10 / 22
In City
Trucks NA
Diboll Fire personnel responded (9)
7805, 7814, 7817, 7824, 7825, 7826, 7827, 7835, 7836

October 19, 2025 - 1758

- **Call # 2500000171**
1227 Ryan Chapel
Lift Assist
In City
Trucks NA
Diboll Fire personnel responded (4)
7805, 7818, 7826, 7827

October 20, 2025 - 0124

- **Call # 2500000186**
4824 Peavy Switch RD
Mutual Aid Hudson Structure Fire
Out of City
Trucks 62 63
Diboll Fire personnel responded (5)
7810, 7817, 7824, 7826, 7836



City of Diboll Volunteer Fire Department



October 22, 2025 - 0614

- **Call # 2500000173**
551 Stenson Rd
Barn Fire
Out of City
Trucks NA
Diboll Fire personnel responded (6)
7801, 7805, 7817, 7825, 7827, 7836

October 24, 2025 - 1610

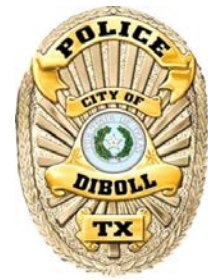
- **Call # 2500000174**
405 Neil Picket Rd
Power Utility Pole Fire
In City
Trucks 55
Diboll Fire personnel responded (4)
7801, 7814, 7820, 7825

October 26, 2025 - 0107

- **Call # 2500000175**
3421 Old Diboll HWY
10 / 50
Out of City
Trucks 54
Diboll Fire personnel responded (8)
7807, 7810, 7814, 7819, 7820, 7826, 7835, 7836

October 30, 2025 - 1830

- **Call # 2500000664**
2400 HWY 59
10 / 50
Out of City
Trucks 54
Diboll Fire personnel responded (8)
7808, 7819, 7820, 7824, 7825, 7826, 7827, 7836



Diboll Police Department

Monthly DEPT. STATS
October 2025

CALLS FOR SERVICE (DISPATCHED)	272
CALLS FOR SERVICE (SELF-INITIATED)	830
BUSINESS/BUILDING CHECKS	4
EXTRA PATROLS/ PATROL REQUESTS	252
TRAFFIC STOPS	537
TOTAL ARRESTS	4
MISD. ARREST	3
FELONY ARREST	1
INCIDENT REPORTS	20
CRASH REPORTS	4



Public Works Director Council Report – November 2025

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.

Prime controls completed the following:

Replaced pressure transducer at OEST and verified wiring

Scaled signal in program to reflect accurate reading of transducer, including signal processing on the analog input card

Clarified logic by changing order of elements in sequences, reassigning data to tags, adding descriptions to tags, and adjusting cycle times of routines for accurate messaging

Added routine and messaging for Well Control

Patched logic to incorporate lead-lag action to pump alternation, removing unnecessary elements

We have received the load analysis and solar panel sizing for the new solar station to be installed at new elevated tank. Site visits are scheduled for 2-23-2025

After continued communication issues with the SCADA system prime controls had suggested that we replace the current radio antennas with cellular routers. Well 2 and Old elevated have been converted to the new system. Routers for the other sites have been ordered and should be installed by 3-13-2025

Solar station components for new elevated have been ordered and installation is scheduled for 3-16-2025

Locates have been called in (ticket #2558524670) for the NEST solar construction. They need to set an 8" pole in the ground with concrete. The pole needs to be minimum 81" deep. We have set a survey flag/painted where this needs to be located. It will be in close proximity of the existing Uni-strut but not directly under the tower.

Solar, the equipment will be ready for (3/27). The crew will be onsite Monday to install the system. They anticipate 1 day completion.

Prime has received and configured all the cell-modems. They will be onsite next week (not sure which day) to install all the modems. They will need the SIM cards at the time of install.

Solar – Installation complete, back online. Report attached

SCADA - Prime working on replacing the radio equipment. All modems have been installed. Climatic/Prime to start testing the timings and alarms/notifications. Climatic working on TOSI issues.

Radio equipment installation estimated completion of 6/13/2025. TOSI issues are still not resolved. We have a meeting scheduled for 6/12/2025. Climatic will provide alternate options for SCADA software and Bas Controls.

Meeting was rescheduled for 7-3-2024

All cellular equipment has been installed at the wastewater facility/HMI workstations, all lift stations, both elevated storage tanks, north side pump station, ground storage and all water wells. Climatec was on site August 6 and seemed to have resolved the TOSI issues now that the cellular modems are installed. They are now working on interfacing wastewater treatment plant Scada and should be complete by 10-1-2025.

Prime controls are almost complete with system integration/alarm notifications. We had an alarm notification failure at the prison lift station this past month. Prime controls were able to diagnose this issue. The back battery failed and tripped the system. They are going replace all backup

batteries at all locations. They are still working on the control issue for influent pump one at the wastewater plant. Sever relocation from the wastewater plant to the water plant office scheduled for 10-15-2025.

PSI delivered 20 new backup batteries for all of our plc locations. VFD controls were repaired and the network switch replaced for the influent pump at the wastewater plant. Server relocation completed at the WWTP.

Items left to complete:

Installation of one additional cell modem at the WWTP

Re-address the (13) weather stations to match the new IP scheme

Test all alarms controls and graphics

Repair WWTP PLC that was damaged due to lighting strike.

Estimated completion date 12-30-2025

Status: 95% 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.

We are still waiting of the TWDB for review.

We received the follow from TWPD and providing them with the necessary information. We plan to start going out for bids by the end of the month.

Good afternoon,

We have reviewed the Plans and Technical Specifications submitted for CID-01 of the City of Diboll Project No. 73888 and have a few review comments.

Please provide the following items in the revised documents:

1. The entire unaltered TWDB-0551 "Texas Water Development Board Supplemental Construction Contract Conditions" within the contract documents.
2. The special and standard environmental conditions in both the general notes for the plan drawings and contract documents.

Additionally, please provide an updated project schedule, an update on the status of obtaining a floodplain development permit, and a completed ED-101 "Site Certification" form.

We have received Plans and Technical Specifications Approval. This frees us up to advertise for bids. KSA is working on freshening up their opinion of cost and will be setting dates for advertisements, pre-bid meeting, and bid opening.

Estimated completion date of 12/1/2026

Status: 25% Complete

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. We are currently waiting for a few weeks of dry weather to complete the dress up and final grading of this project.

While working on the White Oak Creek debris removal we were able to clear approximately 1,400 feet of the creek that crosses Mockingbird Lane. This will help significantly with the drainage issue in this low-lying area of Mockingbird Lane.

We boom mowed in preparation to finish final grading and dress up. During this we found a water leak and repaired it. It caused about 400 yards of ditch line to become flooded. Plans to resume final dress up on 8-18-2025

Scheduled to resume dress up 9-10-2025

Kirk construction completed the final dress up. We identified a few areas that still need some attention and they will completing work this month.

Estimated completion 10/30/2025

Status: 85% complete

Repaint Park Bridges

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

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.

For extra visibility and safety concerns we prioritized painting the curb stops and railings in Old Orchard Park and at the Civic Center. Once complete we will start on the bridges again.

Estimated completion date of 7/30/2025.

Status: 15% complete

Golf Course Driving Range Sprinklers/Well repair

We have located approximately 60 sprinkler heads on the Golf Course driving range. After all sprinklers were tested and repairs that could be made, we were left with six heads that need full replacement. We have ordered those heads and will install once they arrive.

Sprinklers have arrived. A 2-inch air relief valve started leaking on the #14 hole. We ordered and replaced the valve. This delayed the instillation of the sprinklers.

We have been delayed with the amount of rain fall we have received over the past month. The production well for the golf course has stopped pumping. We megged the motor and found it to be bad. We have hired Weisinger Incorporated to mobilize a service rig and crew to pull the pumping equipment. They will perform disassembly and a inspection report of their findings. They will also perform a TV survey.

Inspections of the pumping equipment found that the pumps intermediate bowl bearings and their respective shaft surfaces are worn above acceptable tolerances. The intermediate bowls porcelain lining has deteriorated resulting in metal wash out. The 40 HP motor megged to ground on all three legs and the existing #2 motor cable megged good dry and one leg megged very low during the water immersion testing. All 609' of the 4" column pipes are very rusty and pitted on the ID/ OD and at the threads. The springs in both of the check valves are very weak and it will not close properly and the nipple on the head needs to be replaced. A TV Survey was performed on 07/11/2025 to investigate the conditions of the well after removing the pumping equipment from the well. The static water level was 85' and the total depth viewed was 940'. Reviewing the survey video revealed mild scale at 39' onward. The screens appear to be mostly open. There were no structural issues noted at this time. Based on the review of the TV survey, we are recommending no downhole rehabilitation efforts and proceed with setting the permanent pumping equipment back in the well.

Please consider the following:

Scope of Services and Materials

Electrical Repairs

- Mobilize service truck and technician to site
- Replace conduit and pull new #4 wire
- Replace breaker/disconnect
- Replace starter/overload
- Install new 480V 3PH monitor
- Perform start up and ensure proper operation

Pumping Equipment and Installation

- New 200 GPM submersible pump end with lift nipple
- New 40 HP, 6", 460-volt, 3600 rpm submersible motor
- 625 ft of New #2/3C WG submersible motor cable with splice kits
- 609 ft of New 4" T&C pump column pipe
- 2 New 4" DI check valves
- Replace the 4" nipple, steam clean, prime and paint the existing discharge head
- 615 ft of New 1/4" stainless steel airline complete with water level detector kit
- Miscellaneous items to make operational
- Shop labor to assemble the equipment and load for shipment
- Haul pumping equipment to the well site

Estimated completion 8/20/2025

Status 60% complete

Lumberjack Drive School Zone Light

We will be moving the school zone light at the end of Lumberjack Drive further towards the bypass. It is currently a solar driven unit. We have ordered a standard electrical installation base, pole, controller, and fixture. Meter pole and meter base were installed 9-2-2025.

We are still waiting on the new light to be delivered.

[The wrong light was delivered. We have shipped it back and are waiting on the new one to arrive.](#)

Estimated completion 1-30-2025

Status: 50% complete

Fire Hydrant Testing

Fire hydrant testing ensures a reliable and sufficient water supply for firefighting by checking for sufficient pressure and flow, identifying mechanical issues like leaks or obstructions, and verifying overall system readiness. These tests also confirm that hydrants meet NFPA standards, are free from damage, and comply with local codes, all vital for protecting lives and property during a fire emergency.

Why Hydrant Testing is Essential

- **Confirms Water Supply:**

The primary reason is to ensure an adequate flow and pressure of water for fire suppression, a key factor in controlling and extinguishing fires.

- **Ensures Mechanical Readiness:**

Testing identifies issues such as inoperable valves, worn threads on the outlets, or obstructions that could prevent proper use during a fire.

- **Verifies System Performance:**
It helps determine the available water supply within the entire distribution system, not just individual hydrants, by observing pressure drops and flow rates during the test.
- **Identifies Potential Problems:**
Testing can reveal underlying issues in the water main or system, such as sediment build-up that could cause brown water or a significant pressure drop.
- **Maintains Safety Standards:**
Tests verify that the hydrants meet the required pressure and flow standards set by organizations like the National Fire Protection Association (NFPA), as well as local fire codes.
- **Prevents Emergencies:**
Regular testing allows for the proactive identification and correction of problems, preventing failures during an actual emergency when every second counts.

What the Testing Process Identifies

- **Flow Rate:** How much water the hydrant can deliver.
- **Pressure:** The static (no flow) and residual (while flowing) pressure available.
- **Mechanical Defects:** Cracks, leaks, tight outlet caps, and worn operating nuts.
- **System Capacity:** The overall water capacity of the water mains and distribution network.

We have 168 total hydrants in our system.

Estimated completion 12-31-2025

Status: 10% complete

Water leaks/Sewer Repairs

Forest Haven Cemetery 2" water line
 104 Dale Street 2" Water line
 505 Carter ¾ service line
 GP 6" water main
 Wastewater Plant 2" water line
 404 Booker ¾ service line
 109 North First 6" water main
 404 South Temple 2" water line
 1010 Holubec sewer tap
 1025 Holubec water tap
 Splash Pad ¾ service line
 405 South First 2" water line
 Maynard and Booker 6" valve and hydrant replacement
 Ball field 1" valve replacement

Ditch excavation and culvert replacement:

Fairchild Drainage Project

We excavated approximately 500 feet of eroding creek line. After fill dirt was brought in and the ditch line reshaped, we installed erosion control matt. We lined the creek with 18inch rip rap to prevent further erosion.

Completed 10-31-2025

Pinewood Drainage Project

Pinewood and Wells Street have been experiencing abnormal flooding during significant rain events. We have currently excavated about 650 foot of ditch line on 1818 to help alleviate this issue. Next, we will increase the size of the three culverts located on the property south of Pinewood Street in the area of the low water crossing.

Estimated completion 12-1-2025

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.

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

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

Work Order Report

10/10/2025-11/7/2025

Service Order #	Service Address	Completion Date	Job Code	Status	Staff
SO0006945	303 PINE	11/7/2025	Reinstate	Completed	WATER
SO0006937	306 PINE St	11/6/2025	Water Repairs/Maint	Completed	WATER
SO0006939	804 BOOKER	11/6/2025	Water Repairs/Maint	Completed	WATER
SO0006941	LIFT STATION/HOLUBEC	11/6/2025	Service Action	Completed	WATER
SO0006942	308 BOX FACTORY	11/6/2025	Reinstate	Completed	WATER
SO0006944	305 SAXTON		Disconnect	Open	WATER
SO0006935	414 CARTER	11/5/2025	Disconnect	Completed	WATER
SO0006936	414 CARTER	11/5/2025	Connect	Completed	WATER
SO0006931	712 PINE VALLEY Rd # west	11/4/2025	Water Repairs/Maint	Completed	WATER
SO0006932	112 HINES	11/4/2025	Water Repairs/Maint	Completed	WATER
SO0006933	1123 PINECREST	11/6/2025	Water Repairs/Maint	Completed	WATER
SO0006934	400 JACKSON	11/5/2025	Water Repairs/Maint	Completed	WATER
SO0006925	1010 HOLUBEC	11/4/2025	Water Repairs/Maint	Completed	WATER
SO0006926	1129 PINECREST	11/4/2025	Connect	Completed	WATER
SO0006927	1310 N HENDRICK	11/5/2025	Water Repairs/Maint	Completed	WATER
SO0006928	1107 CYPRESS	11/4/2025	Disconnect	Completed	WATER
SO0006929	206 ARRINGTON	11/5/2025	Water Repairs/Maint	Completed	WATER
SO0006930	1305 GLASS		Water Repairs/Maint	Open	WATER
SO0006924	105 HENDRICK		Street Repair/Maint	Open	STREET
SO0006149	309 N HENDRICK		Connect	Open	WATER
SO0006922	100 PINE		Street Repair/Maint	Open	STREET
SO0006923	321 MARGIE HARRELL	10/31/2025	Water Repairs/Maint	Completed	WATER
SO0006914	611 S TEMPLE	10/29/2025	Disconnect	Completed	WATER
SO0006915	611 S TEMPLE	10/29/2025	Connect	Completed	WATER

SO0006916	1500 N HENDRICK A 3	10/29/2025	Water Repairs/Maint	Completed	WATER
SO0006917	1500 N HENDRICK A 1	10/29/2025	Water Repairs/Maint	Completed	WATER
SO0006918	301 MARGIE HARREL	11/5/2025	Water Repairs/Maint	Completed	WATER
SO0006919	404 RUTLAND	10/30/2025	Connect	Completed	WATER
SO0006920	377 FROSTY Ln	10/30/2025	Water Repairs/Maint	Completed	WATER
SO0006921	605 DEVEREAUX	10/30/2025	Reinstate	Completed	WATER
SO0006911	1012 HOLUBEC		Street Repair/Maint	Open	STREET
SO0006912	407 N NEAL PICKETT	10/28/2025	Water Repairs/Maint	Completed	WATER
SO0006913	1114 CYPRESS	10/28/2025	Disconnect	Completed	WATER
SO0006902	311 LOCUST	11/4/2025	Street Repair/Maint	Completed	STREET
SO0006903	223 N TEMPLE	10/27/2025	Reinstate	Completed	WATER
SO0006906	1014 HOLUBEC		Street Repair/Maint	Open	STREET
SO0006907	1314 GLASS	10/27/2025	Disconnect	Completed	WATER
SO0006908	1314 GLASS	10/27/2025	Connect	Completed	WATER
SO0006909	911 S MDWS	10/27/2025	Disconnect	Completed	WATER
SO0006910	911 S MDWS	10/28/2025	Connect	Completed	WATER
SO0006905	508 THIRD	10/27/2025	Connect	Completed	WATER
SO0006896	1500 N HENDRICK # APT G	10/24/2025	Reinstate	Completed	WATER
SO0006897	407 S TEMPLE	10/28/2025	Water Repairs/Maint	Completed	WATER
SO0006899	601 N SECOND	10/27/2025	Disconnect	Completed	WATER
SO0006900	601 N SECOND	10/27/2025	Connect	Completed	WATER
SO0006901	723 NELSON	10/24/2025	Misc	Completed	WATER
SO0006887	1017 RED OAK LN	10/23/2025	Service Action	Completed	WATER
SO0006888	608 N SECOND	10/23/2025	Reinstate	Completed	WATER
SO0006890	1025 HOLUBEC	10/23/2025	Service Action	Completed	WATER
SO0006891	405 BIRDSONG	10/24/2025	Reinstate	Completed	WATER
SO0006881	217 RHONE B	10/22/2025	Reinstate	Completed	WATER
SO0006882	104 FRANKENS	10/22/2025	Reinstate	Completed	WATER
SO0006884	5020 BELFORD RD	10/22/2025	Reinstate	Completed	WATER
SO0006820	RUTLAND HYDRANT	10/21/2025	Connect	Open	WATER

SO0006821	301 SAXTON	10/21/2025	Water Repairs/Maint	Completed	WATER
SO0006822	217 RHONE B	11/6/2025	Cutoff	Completed	WATER
SO0006823	LIFT STATION/HOLUBEC		Cutoff	Void	WATER
SO0006824	1509 S FIRST	10/29/2025	Cutoff	Completed	WATER
SO0006825	620 S TEMPLE	10/30/2025	Cutoff	Completed	WATER
SO0006826	1403 GLASS		Cutoff	Void	WATER
SO0006827	209 HAMNER	10/21/2025	Cutoff	Completed	WATER
SO0006828	711 PINewood		Cutoff	Void	WATER
SO0006829	1500 N HENDRICK # APT G		Cutoff	Void	WATER
SO0006830	307 BOX FACTORY		Cutoff	Void	WATER
SO0006831	906 N HENDRICK	11/6/2025	Cutoff	Completed	WATER
SO0006832	103 W BORDEN		Cutoff	Void	WATER
SO0006833	605 DEVEREAUX		Cutoff	Void	WATER
SO0006834	405 BIRDSong		Cutoff	Void	WATER
SO0006835	800 N TEMPLE		Cutoff	Void	WATER
SO0006836	104 FRANKENS		Cutoff	Void	WATER
SO0006837	1184 MAYNARD	11/6/2025	Cutoff	Completed	WATER
SO0006838	1106 LAWRENCE	11/6/2025	Cutoff	Completed	WATER
SO0006839	707 CYPRESS		Cutoff	Void	WATER
SO0006840	202 DEVEREAUX	10/21/2025	Cutoff	Completed	WATER
SO0006841	415 BIRDSong	10/21/2025	Cutoff	Completed	WATER
SO0006842	1107 CYPRESS	10/21/2025	Cutoff	Completed	WATER
SO0006843	202 FULLER	10/21/2025	Cutoff	Completed	WATER
SO0006844	103 W BORDEN ATLAS ROOFING FIRE POND		Cutoff	Void	WATER
SO0006845	603 MULBERRY	10/21/2025	Cutoff	Completed	WATER
SO0006846	1215 CYPRESS	10/21/2025	Cutoff	Completed	WATER
SO0006847	205 HAMNER	10/21/2025	Cutoff	Completed	WATER
SO0006848	300 PARK BLDG		Cutoff	Void	WATER
SO0006849	608 N SECOND	10/21/2025	Cutoff	Completed	WATER

SO0006850	299 N HINES		Cutoff	Void	WATER
SO0006851	805 WELLS	10/21/2025	Cutoff	Completed	WATER
SO0006852	700 PINWOOD	10/21/2025	Cutoff	Completed	WATER
SO0006853	714 DENNIS	10/21/2025	Cutoff	Completed	WATER
SO0006854	1013 S FIRST	10/21/2025	Cutoff	Completed	WATER
SO0006855	1204 FAIRCHILD	10/21/2025	Cutoff	Completed	WATER
SO0006856	103 FRANKENS	10/21/2025	Cutoff	Completed	WATER
SO0006857	5020 BELFORD RD	10/21/2025	Cutoff	Completed	WATER
SO0006862	209 HAMNER	10/21/2025	Reinstate	Completed	WATER
SO0006863	1007 OAK HOLW	10/21/2025	Sewer Repairs/Maint	Completed	WASTEWATER
SO0006865	708 N HENDRICK	10/21/2025	Service Action	Completed	WATER
SO0006866	1013 S FIRST	10/21/2025	Reinstate	Completed	WATER
SO0006867	714 DENNIS	10/21/2025	Reinstate	Completed	WATER
SO0006868	1107 CYPRESS	10/21/2025	Reinstate	Completed	WATER
SO0006869	711 PINWOOD	10/21/2025	Reinstate	Completed	WATER
SO0006870	700 PINWOOD	10/21/2025	Reinstate	Completed	WATER
SO0006871	620 S TEMPLE	10/21/2025	Reinstate	Completed	WATER
SO0006872	202 DEVEREAUX	10/21/2025	Reinstate	Completed	WATER
SO0006873	603 MULBERRY	10/22/2025	Reinstate	Completed	WATER
SO0006874	1204 FAIRCHILD	10/22/2025	Reinstate	Completed	WATER
SO0006875	307 BOX FACTORY	10/22/2025	Reinstate	Completed	WATER
SO0006876	805 WELLS	10/22/2025	Reinstate	Completed	WATER
SO0006877	TEMPLE HYDRANT	10/22/2025	Disconnect	Completed	WATER
SO0006878	1403 GLASS	10/22/2025	Reinstate	Completed	WATER
SO0006879	707 CYPRESS	10/22/2025	Reinstate	Completed	WATER
SO0006880	202 FULLER	10/22/2025	Reinstate	Completed	WATER
SO0006817	1447 N TEMPLE	10/20/2025	Connect	Completed	WATER
SO0006818	500 THIRD	11/4/2025	Street Repair/Maint	Completed	STREET
SO0006819	205 RUTLAND	10/28/2025	Sewer Repairs/Maint	Completed	WASTEWATER
SO0006693	1012 HOLUBEC	11/6/2025	Connect	Completed	WATER

SO0006803	407 S TEMPLE	10/13/2025	Service Action	Void	WATER
SO0006813	703 SHADY LN	10/16/2025	Disconnect	Completed	WATER
SO0006814	703 SHADY LN	10/16/2025	Connect	Completed	WATER
SO0006815	308 WHITE OAK	10/16/2025	Water Repairs/Maint	Completed	WATER
SO0006816	1009 HOLUBEC	10/16/2025	Service Action	Completed	WATER
SO0006811	1215 PINECREST	10/15/2025	Sewer Repairs/Maint	Completed	WASTEWATER
SO0006812	402 N NEAL PICKETT	11/4/2025	Street Repair/Maint	Completed	STREET
SO0006808	1447 N TEMPLE	10/14/2025	Disconnect	Completed	WATER
SO0006809	716 ASHFORD	10/13/2025	Disconnect	Completed	WATER
SO0006810	1129 PINECREST	10/14/2025	Disconnect	Completed	WATER
SO0006804	700 HALL	10/13/2025	Service Action	Void	WATER
SO0006805	801 CYPRESS	10/15/2025	Connect	Completed	WATER
SO0006798	500 N TEMPLE	10/13/2025	Reinstate	Completed	WATER
SO0006801	1011 HOLUBEC	10/13/2025	Disconnect	Completed	WATER
SO0006802	801 CYPRESS	10/13/2025	Disconnect	Completed	WATER
SO0006895	716 ASHFORD	10/24/2025	Connect	Completed	WATER
SO0006797	105 CEDAR	10/10/2025	Reinstate	Completed	WATER

Code Compliance Report – September 2025

Bank and Post Office- Daily

Electrical permit- 1000 Lynn St., 1015 Red Oak Ln.

Roofing Permit- 102 Ballenger St., 1102 Cypress St.,

Residential Remodel Permit- 102 Ballenger St., 205 Rutland

Residential New Construction- 407 N. Neil Pickett

Commercial Remodel- 400 Thompson St.

Mechanical Permit- 1000 Lynn St.

Driveway Permit- 1210 Pine Crest

Fence Permit- 308 White Oak, 1025 Holubec

Inspections – 1129 Pine Crest, 1000 Holubec, 1017 Red Oak Ln., 1000 Lynn St., 1000 Holubec, 100 Maynard St., 811 April Ln., 1012 Holubec, 1000 Lynn St., 1210 Pine Crest, 1017 Holubec, 732 Dennis St., 1025 Holubec

Had a complaint about the empty lot beside Terrell Insurance. I sent a letter to the owner. She called and gave me a date that it would be mowed.

The building attached to Goodwill passed the electrical inspection and is now ready to be rented out.

I received a complaint that 307 White Oak had built over the property line. I informed the complainant that his property would have to be surveyed to prove the builder crossed the property line. Without proof there is no steps I can take to help remedy the issue.

A plumber called with an issue with the gas service being turned back on at 311 Margie Harrell after a gas line was repaired. The gas company still had it listed as Elm St., therefore they were not reconnecting. Our inspector was able to contact someone at CenterPoint Energy and get the issue resolved. The customer now has service.

I received 2 open records request this month. One request was for 701 S. Temple Dr. and the other for 1517 N Temple Dr.

I had an inquiry if handicap signage is required at picnic pavilion areas. After researching this, I did not find any requirements listed.

Jason and I met with the owner of some property in South Meadows. He had questions about what steps to take should he decide to develop the property.

Met with the owner of 1129 Pine Crest St. concerning some illegal dumping on his property. Someone a few houses down had repaired and extended their driveway and he found concrete pieces dumped in his yard. I could not determine where it came from so the issue was turned over to PD.

The wastewater department continues to cover animal control for me while I wait for my appointment with the orthopedic specialist for my shoulder injury.

Samantha Durham
Director of Finance



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CITY OF DIBOLL

Interoffice Memorandum

DATE: November 11, 2025
TO: Mayor and Council Members
THRU: Jason Arnold, City Manager
SUBJ: Finance Department Reports

FINANCE

Including October 2025 Financials Report & Quarter Ending 9-30-2025 Investment Report

PROJECT STATUS REPORT

2024 - 2025 Audit

BrooksWatson & Co., PLLC will conduct the 2024-2025 Financial Audit and AFR.

Estimated Completion Date: March 2026
Status: 10% Complete

Windows 11 Migrations

With Microsoft phasing out support for Windows 10, we are migrating to Windows 11 to stay secure and supported.

This upgrade is also required under our cybersecurity liability agreement. To remain in compliance and protect our systems, we must use a supported operating system – and 16 of our devices don't meet Windows 11's hardware requirements.

By refreshing this hardware, we're not only meeting compliance – we're also providing staff with faster, more reliable tools, improving both security and day-to-day performance.

Estimated Completion Date: November 2025

Status: 1% Complete

Franchise & Sales Tax Audit

Azavar will conduct the contingency-based audit of our sales tax and franchise tax revenue.

There is no upfront cost to the City. The audit firm is only paid if they recover funds:

- 30% of recovered sales tax, for a term of 22 months
- 39% of recovered franchise tax, for a term of 36 months

This is a risk-free opportunity to ensure we're receiving all the revenue we're entitled to. Any findings would be a net gain for the City.

Estimated Completion Date: Undetermined

Status: 5% Complete

Fond regards,

