



THE CITY OF JACKSONVILLE

**JACKSONVILLE CITY COUNCIL MEETING
JACKSONVILLE CITY HALL COUNCIL CHAMBERS
315 S. RAGSDALE
TUESDAY, FEBRUARY 8, 2022
6:00 PM**

Randy Gorham, Mayor
Rob Gowin, Mayor Pro-tem - District 4
Hubert Robinson - District 1
Mindy Gellock – District 2
Tim McRae –District 3

- 1. CALL TO ORDER**
- 2. INVOCATION**
- 3. PLEDGE OF ALLEGIANCE US & TEXAS FLAGS**
- 4. SPECIAL PRESENTATION**
 - A. EMPLOYER OF THE MONTH PRESENTED BY JEDCO PRESIDENT SHANE PACE - TEXAS NATIONAL BANK**
- 5. CITIZEN PARTICIPATION**
- 6. CONSENT AGENDA - ITEMS UNDER CONSENT AGENDA REQUIRE LITTLE OR NO DELIBERATIONS BY COUNCIL. APPROVAL OF CONSENT AGENDA AUTHORIZES THE CITY MANAGER OR HIS DESIGNEES TO PROCEED WITH CONCLUSION OF EACH ITEM IN ACCORDANCE WITH STAFF RECOMMENDATION**
 - A. MINUTES APPROVAL - JANUARY 11, 2022 SPECIAL COUNCIL MEETING; JANUARY 11, 2022 REGULAR COUNCIL MEETING**
 - B. APPROVE A JOINT ELECTION AGREEMENT BETWEEN THE CITY OF JACKSONVILLE AND THE JACKSONVILLE INDEPENDENT SCHOOL DISTRICT TO HOLD AN ELECTION AT THE JACKSONVILLE PUBLIC LIBRARY 526 E. COMMERCE.**
 - C. APPROVE A RESOLUTION CALLING FOR A MAY 7, 2022 ELECTION FOR THE POSITIONS OF COUNCIL DISTRICTS TWO AND FOUR.**
 - D. APPROVE AN EQUIPMENT RENTAL AGREEMENT WITH THE COUNTY ELECTIONS OFFICE FOR VOTING EQUIPMENT FOR THE MAY 7, 2022 ELECTION.**
 - E. APPROVE THE SOCCER AND BASEBALL ASSOCIATION ANNUAL FACILITIES AND USE LICENSES.**
 - F. APPROVE A JOINT REPRESENTATION AGREEMENT BETWEEN THE CITY OF JACKSONVILLE, JACKSONVILLE ECONOMIC DEVELOPMENT CORPORATION AND NORMAN LAW FIRM.**
 - G. DECLARE ITEMS SURPLUS AND APPROVE STAFF SELLING OR DISPOSING OF THOSE ITEMS.**
 - H. APPROVE THE APPOINTMENT OF BECCA YOCHAM TO THE KEEP JACKSONVILLE BEAUTIFUL BOARD. (DISTRICT 1 APPOINTMENT)**
- 7. PRESENTATION OF THE RACIAL PROFILING REPORT BY POLICE CHIEF JOE WILLIAMS.**
- 8. CONSIDERATION OF THE PROPOSED PURCHASE OF THREE (3) 2021 CHEVROLET TAHOE POLICE PURSUIT VEHICLES NOT TO EXCEED \$180,000.**
- 9. PUBLIC HEARING**
 - A) CONTINUATION OF PUBLIC HEARING FOR A REQUEST FOR A SPECIAL USE PERMIT TO**



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ALLOW FOR A CELL TOWER AT 321 E. TENA. B) CONSIDERATION OF AN ORDINANCE GRANTING THE REQUEST.

10. PUBLIC HEARING

A) PUBLIC HEARING TO HEAR AND RECEIVE PUBLIC INPUT REGARDING A ZONE CHANGE REQUEST FROM "P"-PLANNED DEVELOPMENT" TO "C-MULTI-FAMILY LOW DENSITY AT 600 COLLEGE AVENUE. B) CONSIDERATION OF ORDINANCE GRANTING REQUESTED ZONE CHANGE.

11. PUBLIC HEARING

A) PUBLIC HEARING TO HEAR AND RECEIVE PUBLIC INPUT REGARDING A ZONE CHANGE REQUEST FROM "E-MULTI-FAMILY" TO "A-SINGLE FAMILY" IN THE 400 BLOCK OF TALLEY NICHOLS DRIVE. B) CONSIDERATION OF ORDINANCE GRANTING REQUESTED ZONE CHANGE.

12. PUBLIC HEARING

A) PUBLIC HEARING TO HEAR AND RECEIVE PUBLIC INPUT REGARDING A SPECIAL USE PERMIT REQUEST TO ALLOW FOR A RESIDENCE IN A COMMERCIAL BUILDING AT 400 W. LARISSA. B) CONSIDERATION OF ORDINANCE GRANTING REQUESTED SPECIAL USE PERMIT.

13. PUBLIC HEARING

A) PUBLIC HEARING TO RECEIVE PUBLIC INPUT REGARDING A MAY 7, 2022 REFERENDUM ELECTION ON A PROPOSED PROJECT THAT INVOLVES THE SALE OF THE PROPERTY COMMONLY REFERRED TO AS KIWANIS PARK LOCATED ADJACENT TO THE LAKE JACKSONVILLE DAM. B) CONSIDER A RESOLUTION CALLING AN ELECTION REGARDING THE ABOVE REFERENCED REFERENDUM ELECTION.

14. PRESENTATION BY HILLTOP SECURITIES REGARDING THE SALE OF TAX NOTES. CONSIDERATION OF ORDINANCE NO. 1612: AN ORDINANCE OF THE CITY OF JACKSONVILLE, TEXAS, AUTHORIZING THE ISSUANCE AND SALE OF CITY OF JACKSONVILLE, TEXAS, TAX NOTE, SERIES 2022; AWARDING THE SALE OF SAID NOTE; LEVYING A TAX IN PAYMENT THEREOF; PRESCRIBING THE FORM OF SAID NOTE; AND ENACTING OTHER PROVISIONS RELATING TO THE SUBJECT

15. CONSIDERATION OF AN ORDINANCE ABANDONING AN UNUSED PORTION OF WILSON STREET BETWEEN SOUTH BONNER AND SOUTH PATTON STREETS.

16. CONSIDERATION OF A RESOLUTION RATIFYING THE TERMS OF AND CONDITIONS OF A SALES AGREEMENT TO PURCHASE THE CLUBHOUSE AT CHEROKEE RANCH GOLF CLUB AND AUTHORIZING JAMES HUBBARD TO EXECUTE THE NECESSARY CLOSING DOCUMENTS.

17. CONSIDER RECOMMENDATION TO AWARD CONTRACT FOR THE TEXAS DEPARTMENT OF AGRICULTURE DOWNTOWN REVITALIZATION GRANT PROJECT TO THE LOW BIDDER, BELT CONSTRUCTION, FOR AN AMOUNT NOT TO EXCEED \$1,342,110.50, CONTINGENT UPON APPROVAL BY THE JEDCO BOARD OF DIRECTORS TO INPUT ADDITIONAL MATCH NECESSARY ABOVE GRANT FUNDS.

18. CONSIDERATION OF A REQUEST TO CLOSE COMMERCE STREET FROM RAGSDALE TO NECHES STREET AND S. JACKSON UNDER THE OVERPASS FOR BBQ FEST APRIL 9, 2022.

19. OPEN FORUM FOR MAYOR AND COUNCIL

20. CITY MANAGER REPORT



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- 21. CLOSED EXECUTIVE SESSION CITY HALL CONFERENCE ROOM-PER OPEN MEETINGS
ACT-PER TEXAS GOVERNMENT CODE SECTION:
A. 551.071 CONSULT CITY ATTORNEY
B. 551.072 REAL PROPERTY**
- 22. RECONVENE FOR ANY ACTION IF NECESSARY**
- 23. ADJOURN**

Posted this the 4th day of February 2022.

5:00 PM

CERTIFICATION

I certify that this notice was posted at City Hall for public viewing on the date and time designated above.

Greg Lowe, City Secretary

All items on the agenda are for possible discussion and action. The Jacksonville City Council or this board reserves the right to adjourn into executive session at any time during this meeting to discuss any of the matters listed above, as authorized by Texas Government Code Sections 551.071(Consultation with Attorneys); 551.072 (Deliberations about Real Property); 551.073 (Deliberations about gifts and donations); 551.074 (Personnel Matters); 551.076(Deliberations about security devices); and 551.087(Deliberations regarding economic development negotiations).The City of Jacksonville is committed to compliance with the American with Disabilities Act (ADA). Reasonable accommodation and equal access to communications will be provided to those who provide notice to the City Secretary at (903)339-3306 at least 48 hours in advance.



Jacksonville City Council

AGENDA ITEM REPORT

AGENDA DATE:	<u>2/8/2022</u>	ITEM NUMBER:	<u>6.A.</u>
DEPARTMENT:	<u>Council and Board</u>	PREPARED BY:	<u>Greg Lowe, City Secretary</u>
INITIATED BY:	<u>Greg Lowe, City Secretary</u>	EXHIBITS:	<u>January 11, 2022 Special Council Meeting, January 11, 2022 Regular Council Meeting</u>

EXECUTIVE SUMMARY:

This is the minute approval for the following meetings: January 11, 2022 Special Meeting; January 11, 2022 Regular Council Meeting; February 3, 2022 Agenda Workshop

RECOMMENDED ACTION:

Approve the minutes

BID AND AWARD:

BUDGET DATA:

BUDGET JUSTIFICATION:

BACKGROUND:**POLICY/GOAL CONSIDERATION:****LEGAL:**

Council approves minutes of all their meetings.

JACKSONVILLE CITY COUNCIL MEETING
TUESDAY, JANUARY 11, 2022
JACKSONVILLE CITY HALL EXECUTIVE CONFERENCE ROOM
315 S. RAGSDALE
5:15 PM

Meeting Items

CALL TO ORDER

Mayor Randy Gorham 5:16 PM

Present: Mayor Randy Gorham, Mayor Pro tem Rob Gowin, Councilman Hubert Robinson, Councilman Tim McRae, Councilwoman Mindy Gellock

SPECIAL PRESENTATION BY PAYPOINT HR
REGARDING THE COMPENSATION AND
CLASSIFICATION STUDY

Mr. Rick Campbell of Paypoint HR reviewed the study and comparable cities with council. He is looking for direction in regards to comparable cities and council told him they would get back with him.

ADJOURN

5:56 PM

Randy Gorham, Mayor
City of Jacksonville

Greg Lowe, City Secretary

**JACKSONVILLE CITY COUNCIL MEETING
TUESDAY, JANUARY 11, 2022
JACKSONVILLE CITY HALL COUNCIL CHAMBERS
315 S. RAGSDALE
6:00 PM**

Meeting Items

CALL TO ORDER

Mayor Randy Gorham 6:00 PM

Present: Mayor Randy Gorham, Mayor Pro tem Rob Gowin, Councilman Hubert Robinson, Councilman Tim McRae, Councilwoman Mindy Gellock

INVOCATION

John Atkinson of People's Church

PLEDGE U.S. & TEXAS FLAGS

Mayor Randy Gorham led everyone in the pledges to the United States and Texas flags.

SPECIAL PRESENTATIONS

**EMPLOYER OF THE MONTH PRESENTED BY JEDCO
PRESIDENT SHANE PACE - BANNISTER PLUMBING**

JEDCO President Shane Pace presented the award to Brandon Bannister of Bannister plumbing.

CITIZEN PARTICIPATION

Ms. Sandra Dickinson of the Garden Club came forward to encourage the beautification of Jacksonville.

**SECOND READING OF RESOLUTION IN SUPPORT OF
ECONOMIC DEVELOPMENT INCENTIVES AND
CONSIDERATION OF THE RESOLUTION**

**JEDCO President Shane Pace explained to council this resolution is in support of economic development incentives not to exceed \$1.6 million to purchase the golf course.
6:09 PM Mr. Pace read the resolution.
Councilman Tim McRae made a motion to approve the resolution in support of economic development incentives. Second, by Mayor Pro tem Rob Gowin. All voted "Aye".**

**CONSENT AGENDA - ITEMS UNDER CONSENT
AGENDA REQUIRE LITTLE OR NO DELIBERATIONS
BY COUNCIL. APPROVAL OF CONSENT AGENDA
AUTHORIZES THE CITY MANAGER OR HIS
DESIGNEES TO PROCEED WITH CONCLUSION OF
EACH ITEM IN ACCORDANCE WITH STAFF
RECOMMENDATION**

Councilwoman Mindy Gellock made a motion to approve the consent agenda. Second, by Councilman Hubert Robinson. All voted "Aye".

**MINUTE APPROVAL DECEMBER 14, 2021 REGULAR
COUNCIL MEETING; JANUARY 6, 2022 AGENDA
WORKSHOP**

**AUTHORIZE STAFF TO DEMOLISH THE CENTRAL
FIRE STATION**

**CONSIDERATION OF REJECTING THE BID ON
COMMUNITY DEVELOPMENT BLOCK GRANT
CONTRACT #7220072 DOWNTOWN REVITALIZATION
PROJECT**

City Manager James Hubbard told council the bids for the project came in 43% higher than the estimate. Staff is recommending rejecting the bid and rebidding the project. Mayor Pro tem Rob Gowin made a motion to reject the bid and have staff rebid the project. Second, by Councilman Tim McRae. All voted "Aye"

**HEAR AND RECIEVE INPUT REGARDING A REQUEST
FOR A ZONE CHANGE FROM "B-ONE AND TWO
FAMILY" TO "G-COMMERCIAL" AT 548, 530 & 500
JAMES, LOTS 9C, 8A AND 9B AND CONSIDER AN
ORDINANCE AUTHORIZING THE REQUEST**

City manager James Hubbard reviewed the request with council. Mayor Randy Gorham opened the public hearing at 6:14 PM. Ms. Sue Byers came forward to express concerns about the zone change. She questioned changing the zoning without knowing what was going on the property. Mr. Ron Boren came forward to respond to Ms. Byers concerns. Mayor Gorham closed the public hearing at 6:19 PM. Councilman Tim McRae made a motion to approve the zone change. Second, by Mayor Pro tem Rob Gowin. City Manager James Hubbard explained that anything allowed under "G" commercial would be allowed if the zone change is approved. Councilwoman Mindy Gellock expressed concerns about re-zoning the property without setting parameters. Mayor Pro tem Rob Gowin pointed out other properties along Hwy 69 have been re-zoned for commercial. Councilman Tim McRae asked if this was the property directly behind the Boren-Conner funeral home. Mr. Hubbard stated that it is behind the funeral home. Four (4) voted "Aye", One (1) Voted "No". Motion passes 4-1

**HEAR AND RECEIVE INPUT REGARDING A REQUEST
FOR A ZONE CHANGE FROM "K-INDUSTRIAL" TO**

City Manager James Hubbard reviewed the request with the council. Mayor Randy Gorham opened the public hearing at

"A-1 SINGLE FAMILY" DWELLING DISTRICT AT THE SOUTHWEST CORNER OF BONNER ST. AND ZIMMERMAN STREET AND CONSIDER AN ORDINANCE AUTHORIZING THE REQUEST

HEAR AND RECEIVE INPUT REGARDING A REQUEST FOR A SPECIAL USE PERMIT TO ALLOW FOR A CELL TOWER AT 321 E. TENA AND CONSIDER AN ORDINANCE GRANTING THE SUP

PENDING CITY ATTORNEY REVIEW, APPROVAL OF A CONTRACT WITH MPA FIREWORKS FOR AN AMOUNT NOT TO EXCEED \$20,000 FOR THE PURCHASE OF FIREWORKS FOR THE LAKE JACKSONVILLE ASSOCIATION JULY 4TH DISPLAY. CONTRACT APPROVAL IS CONTINGENT UPON A REIMBURSEMENT AGREEMENT WITH THE LAKE JACKSONVILLE ASSOCIATION

DISUSS AND CONSIDER WITH POSSIBLE ACTION A REPLAT OF LAKE JACKSONVILLE LAKE LOTS

OPEN FORUM FOR MAYOR AND COUNCIL

CITY MANAGER REPORT

CLOSED EXECUTIVE SESSION CITY HALL CONFERENCE ROOM-PER OPEN MEETINGS ACT-PER TEXAS GOVERNMENT CODE SECTION:

551.072 DELIBERATIONS ABOUT REAL PROPERTY

551.071 CONSULT CITY ATTORNEY

RECONVENE FOR ANY ACTION IF NECESSARY

ADJOURN

6:31 PM. Mr. Mike McEwen came forward to speak in favor of the zone change. Mr. McEwen stated the developer is planning on building 8 homes at this location. Mayor Gorham closed the hearing at 6:32 PM. Mayor Pro tem Rob Gowin made a motion to approve the zone change. Second, by Councilman Hubert Robinson. All voted "Aye"

City Manager James Hubbard told council this is a request for Special Use Permit to construct a cell tower. 6:33 PM Mayor Randy Gorahm opened the public hearing. A representative from the cell tower company came forward to request more time to investigate the possibility of going to the adjacent cell tower. Councilwoman Mindy Gellock made a motion to continue the hearing until the February council meeting. Second, by Councilman Tim McRae. All voted "Aye". Hearing continued until February.

City Manager James Hubbard explained this item is for the city to purchase the fireworks and then be reimbursed by the lake association. Mayor Pro tem Rob Gowin made a motion to approve the contract and reimbursement agreement. Second, by Councilman Tim McRae. Councilwoman Mindy Gellock asked if there was a chance of not being reimbursed. Mayor Gorham said there is that possibility. Mr. Hubbard said the reimbursement agreement should mitigate that possibility. All voted "Aye"

City Manager James Hubbard told council this is the adjustment of lot lines on three different lots. Councilman Tim McRae made a motion to approve the plat. Second, by Councilman Hubert Robinson. All voted "Aye"

None

City Manager James Hubbard reviewed the current COVID-19 numbers with everyone. Mr. Hubbard told everyone that the police department had moved into the public safety complex. Mr. Hubbard said that utility billing will be moving back to the finance building. Mr. Hubbard stated the new sign ordinance will begin being enforced in February.

Mr. Hubbard stated there was no need for an executive session.

6:48 PM

Randy Gorham, Mayor
City of Jacksonville

Greg Lowe, City Secretary



Jacksonville City Council

AGENDA ITEM REPORT

AGENDA DATE:	<u>2/8/2022</u>	ITEM NUMBER:	<u>6.B.</u>
DEPARTMENT:	<u>Administration</u>	PREPARED BY:	<u>Greg Lowe, City Secretary</u>
INITIATED BY:	<u>Greg Lowe, City Secretary</u>	EXHIBITS:	<u>Signed Joint Election Agreement</u>

EXECUTIVE SUMMARY:

The City of Jacksonville and JISD annually enter into an agreement to hold their elections in the same location and hold a joint election.

RECOMMENDED ACTION:

Make a motion approving the joint election agreement with JISD.

BID AND AWARD:

BUDGET DATA:

BUDGET JUSTIFICATION:

BACKGROUND:**POLICY/GOAL CONSIDERATION:**

Provide better access to voters by having both elections in one location and having one ballot.

LEGAL:

A joint election agreement is required by law when consolidating separate elections.

**JOINT ELECTION AGREEMENT BETWEEN
JACKSONVILLE INDEPENDENT SCHOOL DISTRICT
AND
CITY OF JACKSONVILLE, TEXAS**

This joint election agreement is made by and between Jacksonville Independent School District ("ISD") and the City of Jacksonville, Texas ("CITY");

WHEREAS, the ISD plans to hold a Board of Trustees Election on May 7, 2022 for the purpose of electing the positions of School Board Trustee Places 1 and 2;

WHEREAS, the CITY plans to hold a City Council Election on May 7, 2022 for the purpose of electing the position of District 2 and District 4 council positions;

WHEREAS, Texas Election Code section 271.002 authorizes the governing bodies of political subdivisions to enter into an agreement to hold joint elections in election precincts that can be served by common polling places;

WHEREAS, Texas Election Code section 271.009 allows for the combining of election forms in any manner convenient and adequate to record and report the results of the election for each of the participating political subdivisions.

WHEREAS, ISD and CITY will hold elections on the same day and combine ballots and all necessary forms in a manner convenient and adequate to record and report the results of the election for each of the participating political subdivisions;

WHEREAS, the parties to this agreement serve voters within the same boundaries, and it would be to the benefit of the ISD and CITY and the citizens and voters thereof, to hold the elections jointly;

NOW, THEREFORE, IT IS AGREED that a joint election will be held by the ISD and the CITY under the following terms and conditions:

1. ISD and the CITY will share a common main polling place for Election Day, May 7, 2022, located at the Jacksonville Public Library located at 526 E. Commerce in Jacksonville, Texas.
2. ISD and the CITY will share a common main polling place for the Early Voting period located at the Jacksonville Public Library located at 526 E. Commerce in Jacksonville, Texas.

The Early Voting Period will be April 25, 2022 through May 3, 2022, Monday through Friday, from 8:00am until 5:00pm each day.

3. ISD and the CITY will each combine ballots for their respective elections.
4. Whereas Municipalities and School Districts are required to use electronic voting equipment, the CITY and ISD will be jointly responsible for the leasing and programming of said equipment for the May 7, 2022 election and bear all related expenses equally.

5. ISD and the CITY will be responsible for the safekeeping of all election records.
6. ISD and the CITY will jointly tabulate and canvass the election results and jointly choose the method of delivery of those results.
7. ISD and the CITY will each be separately responsible for ordering its own election and the notice of election will be published separately.
8. There will be joint officials for entities and the entities will jointly appoint a Chief Election Official and Early Voting Clerk.
9. Each entity will jointly manage the election with both election administrators being responsible for:
 - securing qualified individuals to serve as election judges for each polling place
 - securing locations and facilities where the election is to be conducted
 - securing election materials and supplies, including programming and preparation of an accessible voting system to be used in the election
 - management of early voting by personal appearance and by mail
10. Both ISD and the CITY will equally be responsible for their election expenses including leased voting equipment.

The undersigned are the duly authorized representatives of the parties' governing bodies, and their signatures represent adoption and acceptance of the terms and conditions of this agreement.

APPROVED, this 8th day of February of 2022, by the City Council of the CITY OF JACKSONVILLE, TEXAS.

Mayor City of Jacksonville

City Secretary

APPROVED, this 24th day of January, 2022 by the Board of Trustees of the JACKSONVILLE INDEPENDENT SCHOOL DISTRICT.



Board President



Board Secretary



Jacksonville City Council

AGENDA ITEM REPORT

AGENDA DATE:	<u>2/8/2022</u>	ITEM NUMBER:	<u>6.C.</u>
DEPARTMENT:	<u>Administration</u>	PREPARED BY:	<u>Greg Lowe, City Secretary</u>
INITIATED BY:	<u>Greg Lowe, City Secretary</u>	EXHIBITS:	<u>2022 RESOLUTION - CALLING FOR ELECTION</u>

EXECUTIVE SUMMARY:

Council positions for District 2 and District 4 are up for re-election this year. Council must call for an election and the state requires this be done no later than the 78th day prior to election day.

RECOMMENDED ACTION:

Make a motion approving a resolution calling for the election of Council Districts 2 and 4.

BID AND AWARD:

BUDGET DATA:

BUDGET JUSTIFICATION:

BACKGROUND:**POLICY/GOAL CONSIDERATION:****LEGAL:**

Municipal elections are required each year by charter.

RESOLUTION NO. 02-2022-01

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JACKSONVILLE, TEXAS, CALLING AN ELECTION OF THE CITY OF JACKSONVILLE TO ELECT COUNCIL PLACES FOR DISTRICT TWO AND DISTRICT FOUR, TO BE HELD ON THE FIRST SATURDAY OF MAY 2022, DESIGNATING EARLY VOTING LOCATION.

WHEREAS notice is hereby given that on May 7, 2022 that the city of Jacksonville will hold a General Election, to elect, District Two and District Four Council positions, and

WHEREAS early voting by personal appearance will be conducted each weekday at 526 E. Commerce, Jacksonville Public Library, between the hours of 8:00 AM to 5:00 PM, beginning April 25, 2022 and ending May 3, 2022; and

WHEREAS the City Secretary will serve as early voting clerk with their mailing address 315 S. Ragsdale, Jacksonville, Texas 75755; and

WHEREAS the City of Jacksonville, Texas will be authority conducting the election and their website is www.jacksonvilletx.org.

BE IT RESOLVED THAT THE CITY COUNCIL OF THE CITY OF JACKSONVILLE, TEXAS, does hereby call for a general election to be held on May 7, 2022 for the purpose of election of Council District Two and District Four.

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

Mayor

Randy Gorham

Attest:

City Secretary

Greg Lowe



Jacksonville City Council

AGENDA ITEM REPORT

AGENDA DATE:	<u>2/8/2022</u>	ITEM NUMBER:	<u>6.D.</u>
DEPARTMENT:	<u>Administration</u>	PREPARED BY:	<u>Greg Lowe, City Secretary</u>
INITIATED BY:	<u>Greg Lowe, City Secretary</u>	EXHIBITS:	<u>CONTRACT FOR ELECTION EQUIPMENT RENTAL</u>

EXECUTIVE SUMMARY:

Each year, the city enters into an agreement with the Cherokee County Elections office to rent voting equipment for our municipal election. State law requires we provide at least one electronic voting machine.

RECOMMENDED ACTION:

Approve the agreement

BID AND AWARD:

BUDGET DATA:

BUDGET JUSTIFICATION:

BACKGROUND:**POLICY/GOAL CONSIDERATION:****LEGAL:**

City is required to provide electronic voting equipment by law.

CONTRACT FOR ELECTION EQUIPMENT RENTAL

May 7, 2022 ELECTION

This contract for election services made by and between City of Jacksonville, hereinafter called CITY and CHEROKEE COUNTY, hereinafter called COUNTY, is based on the following:

The CITY has determined that it is in the public interest of the inhabitants of the CITY that the following contract be made and entered into for the purpose of having the COUNTY furnish to the ISD certain election equipment needed by the CITY for their GENERAL ELECTION.

RESPONSIBILITIES OF THE COUNTY:

Equipment provided by County:

Early Voting: 1 Hart Intercivic Duo Touch Writer 2.5.1 and 1 Disabled Access Unit (DAU) stand.

Election Day: 1 Hart Intercivic Duo Touch Writer 2.5.1 and 1 Disabled Access Unit (DAU) stand.

Services provided by County:

On Election night, the CITY Election Worker will bring in the Scanner (provided by JISD) to the Elections Department. The Elections Administrator will read data from the V-Drive and produce reports that will be emailed to the CITY.

RESPONSIBILITIES OF THE CITY:

The CITY will pay all programming fees and ballot costs directly to Hart Intercivic for programming and purchase of ballots and thermal paper for election.

The CITY will be responsible for any misuse/damage to the voting equipment.

Only the actual expenses directly attributed to the Contract may be charged (Section 31.100b, Texas Election Code). The County Commissioners' Court has set a rate of \$250.00 for the use of the above listed equipment for early voting and Election Day. The City/School agrees to pay the \$250.00 within fifteen days of receipt of a statement/bill.

Dated this the ____ day of _____, 2022

City of Jacksonville

Elections Administrator
Cherokee County



Jacksonville City Council

AGENDA ITEM REPORT

AGENDA DATE:	<u>2/8/2022</u>	ITEM NUMBER:	<u>6.E.</u>
DEPARTMENT:	<u>Administration</u>	PREPARED BY:	<u>Greg Lowe, City Secretary</u>
INITIATED BY:	<u>James Hubbard, CITY MANAGER</u>	EXHIBITS:	<u>2022 Spring Baseball Athletic Facility License Agreement, 2022 Spring Soccer Athletic Facility License Agreement</u>

EXECUTIVE SUMMARY:

Annually, the City issues licenses to both the soccer and baseball associations for the use of the sports complex. The licenses have been presented and discussed with both associations.

RECOMMENDED ACTION:

Approve the licenses.

BID AND AWARD:

BUDGET DATA:

BUDGET JUSTIFICATION:

BACKGROUND:**POLICY/GOAL CONSIDERATION:**

Provide access to sports and activities to citizens.

LEGAL:

City attorney has reviewed the licenses.

ATHLETIC FACILITY LICENSE AGREEMENT

This License Agreement (the “Agreement”) is entered into on this 1st day of March, 2022, between the City of Jacksonville, Texas (the “City”), a Texas Home Rule Municipal Corporation and Jacksonville Baseball/Softball Association hereinafter referred to as “League”, “Licensee”, or “Association”.

ARTICLE I

General Statement of Duties

Section 1.01. In consideration of the mutual covenants of this Agreement, and of other good and valuable consideration, the City hereby grants, upon the terms and conditions set forth in this Agreement, a license on and over certain property owned by the City and commonly known as City of Jacksonville Baseball/Softball Complex located at Byrd Road, in the City of Jacksonville, County of Cherokee, State of Texas, hereinafter referred to as “Property” or “facility,” to Licensee, for the sole purpose of utilizing the Property for youth sports programs from March 1, 2022 to the completion of the spring season. This agreement only covers regular season games and make up games. Any tournament will be by separate agreement.

Section 1.02. League agrees to provide all services relating to the operation of the League, including but not limited to, the development of roster lists, the payment of league fees, the scheduling of all games and tournaments, the assignment, training and payment of referees and score keepers and other services, which may be necessary for the orderly administration of such League. Scheduling shall be accomplished so as not to conflict with Jacksonville Parks and Recreation Department sponsored activities on the premises.

Section 1.03. In turn, the City agrees to allow the LEAGUE to use the property for the purpose of conducting games and practice sessions on an exclusive basis. **Any other practice,**

game, or tournament must have a separate agreement with the City Jacksonville and authorization will only be awarded at the sole discretion of the City of Jacksonville. Any other use may incur cost associated with the use.

Section 1.04. City disclaims any responsibility for the operation of the activities of the Association. City's involvement is limited solely to those specific tasks identified in this agreement. Any internal complaint between participants, spectators or officials, or between leagues of the Association, shall be resolved internally without recourse to the City of Jacksonville.

Section 1.05. Licensee agrees to abide by all state and federal laws and regulations, the ordinances of the City of Jacksonville and all the terms and provisions of the City's policies regarding the Property as established by the City of Jacksonville and contained herein.

Section 1.06. This agreement shall supersede any and all other agreements both written and verbal in regard to duties or responsibilities of the City of Jacksonville or the Association.

ARTICLE II

Organization of League

Section 2.01. Licensee represents that it is a non-profit corporation organized and existing under laws of the State of Texas and that its President has been duly authorized to execute this Agreement. Further, Licensee shall provide the City of Jacksonville with a copy of its bylaws and any other operating procedures it may have within 30 days after the execution of this Agreement.

ARTICLE III

Terms of Agreement

Section 3.01. This agreement shall commence upon its execution by the Parties and shall terminate when the last **LEAGUE** game has been played.

ARTICLE IV

Consideration

Section 4.01 The League shall pay the City of Jacksonville and annual user fee in the amount of \$2 per participant. A participant is defined as one youth playing in a league per season. If the same youth participates in more than one season (such as a spring season and a fall season), the \$2 fee should be paid for each season that a Participant plays in a league. The fee is due to the **City of Jacksonville** no later than the first day of use of the **City of Jacksonville Sports/Athletic Complex** for the Association. The association will be responsible for operation of any concession stand during League play. League will have the right to operate the concession stand during any other use at the Baseball/Softball Complex. All profits from the concession stand should be invested in the complex or used to offset cost of the association.

ARTICLE V

Administrative Provisions

Section 5.01. The Property shall be open to the general public. Licensee shall not permit any discrimination in its use of the Property based on race, color, sex, religion, national origin, physical handicap or disability.

Section 5.02. Nothing contained in this Agreement shall be construed to prohibit the right of entry or use of the Property by the City, in, on, over and/or across the Property, at any and all times, and for any and all purposes, the City expressly reserves the right to enter upon the Property and any or all improvements located thereon to conduct any and all activities the City deems necessary.

Section 5.03. The City shall provide and maintain locks on all City-owned buildings and facilities. Any granted access will be at the sole discretion of the City of Jacksonville.

Section 5.04. The City shall retain all authority placed in it which is non-delegable. No

provision of this Agreement shall be construed as delegating any non-delegable right, power or duty of the City.

Section 5.05. Licensee shall not assign or sublet this license. Any attempt to assign or sublet this license shall terminate the license granted herein.

Section 5.06. Unless otherwise provided herein or required by law and/or local ordinance, charter or code, any action required or permitted to be taken by City shall be taken by the City of Jacksonville or any party designated by him or her.

Section 5.07. The relationship between the City of Jacksonville and Licensee is at all times solely that of licensor and licensee, and may not be deemed, in any event, a partnership or a joint venture.

Section 5.08. This Agreement is to be construed under Texas law, without regard to conflict of law rules that would direct application of the laws of any other jurisdiction, and all obligations of the parties created by this Agreement are performable in Cherokee County, Texas. Venue for any action brought pursuant to this Agreement, or any activity contemplated hereby, shall lie exclusively in Cherokee County, Texas.

Section 5.09. If any one or more of the provisions contained in this Agreement are for any reason held to be invalid, illegal or unenforceable in any respect, the invalidity, illegality, or unenforceability will not affect any other provision of this Agreement, which shall be construed as if it had not included the invalid, illegal or unenforceable provision.

Section 5.10. This Agreement constitutes the parties' sole agreement and supersedes any prior understandings or written or oral agreements between the parties with respect to the subject matter hereof.

Section 5.11. No amendment, modification, or alteration of this Agreement is binding, unless in writing, dated subsequent to the date of this Agreement, and duly executed by the parties.

Section 5.12. The intent of this Agreement is to grant a license to Licensee to utilize the Property solely for the purpose described herein. This agreement shall not be construed, in any way, manner or form, as a lease of the Property or as conveying to Licensee any interest in the real property comprising the Property.

Section 5.13. The Licensee's Association President shall provide the following information to the City of Jacksonville's City Manager, or their designee, for his/her review and approval at least one week prior to the League play:

- The beginning and end dates of their prospective season (League Profile Form)
- A complete schedule of all games to be played during the season, including all tournaments (any tournament will be by separate agreement) and special games. The Licensee must update the City immediately if any changes, deletions or additions are made to that schedule.
- A current list of board members and officers, showing position, address and telephone numbers.
- The name, phone number and other information of a contact person that will handle all communications and maintenance requests with the City.
- A copy of the Insurance Certificate for the Licensee (Sec.8.04)
- A list showing the total number of individuals and teams registered with the Licensee.
- Any changes to Licensee's Bylaws that occur after the execution of this agreement.

Section 5.14. A "Year's End" report shall be submitted to the City of Jacksonville's City Manager, or their designee. This report must be in receipt no later than October 15th of the current year and must contain the following:

- 2020 and Revenue (total)

- 2020 and Expenditures (total)
- Number of participants
- Description of proposed parks improvements projects
- Other reports required by the City of Jacksonville's City Manager, or their designee, to provide adequate information regarding the operation of League during the term or this agreement.
- **Acknowledgment from the Association that it will adhere to the NCAA**

Guideline 1E Lightning Safety.

- **Acknowledgment from the Association that the cancellation (or "calling") of games shall be the right of either the Association or the City of Jacksonville City Manager; or their designee. The City of Jacksonville reserves the final decision-making power to cancel any game due to weather, field conditions, or any other unforeseen circumstances.**

Section 5.15. City shall have the right to examine, inspect and audit all records and files of Licensee relating to the operation of the league or association. Such records shall be kept accurate and complete, and available for inspection at any reasonable time determined by the City.

Section 5.16. City makes available for the League's use of the property "as is" and without any representation or assumption of risk by the City and its employees for injuries, cost or expense, arising out of the condition, operation, maintenance or design of such premises and park facilities including light facilities, bleachers, fences, buildings, parking areas and any other structures, facility or improvement located on City property.

Section 5.17 In the event the Licensee desires to make requests to the City of Jacksonville for any improvements to the facility, any such requests shall be made in writing by the President of the Association to the City of Jacksonville's City Manager, or their designee. This written request must be submitted no later than 30 days prior to the first regular season game, for it to be considered for the City Jacksonville's budgetary process for next fiscal year.

ARTICLE VI

Construction

Section 6.01. No construction of any type or kind, including additions or alterations to existing structures or structures completed, or caused to be completed, by Licensee and/or placement or location of improvements unless approved by the City of Jacksonville's City Manager, or their designee. And said improvements shall be at the sole cost and expense of Licensee unless otherwise approved by the City of Jacksonville's City Manager, or their designee.

Section 6.02. Any and all buildings, improvements, additions, alterations and fixtures constructed, placed, located and/or maintained on any part of the Property during the term of this Agreement are considered part of the real property and must remain on the Property and, subject to the terms of this Agreement, become the property of the City, from and after the termination of this Agreement.

ARTICLE VII

Insurance, Indemnity and Release

Section 7.01. **LICENSEE SHALL INDEMNIFY AND HOLD HARMLESS, TO THE FULLEST EXTENT PERMITTED BY LAW, THE CITY, AND CITY'S RESPECTIVE OFFICERS, EMPLOYEES, ELECTED OFFICIALS AND AGENTS, FROM AND AGAINST ANY AND ALL LOSSES, DAMAGES, CLAIMS OR LIABILITIES, OF ANY KIND OR NATURE, WHICH ARISE DIRECTLY OR INDIRECTLY, OR ARE RELATED TO, IN ANY WAY, MANNER OR FORM, THE ACTIVITIES CONTEMPLATED HEREUNDER, OR THE OMISSION OF THE ACTIVITIES COMTEMPLATED HEREUNDER, INCLUDING, BUT NOT LIMITED TO, LOSSES, DAMAGES, CLAIMS OR LIABILITIES ARISING FROM OR RELATED TO, IN ANY**

WAY, MANNER OR FORM, THE ACT OR OMISSION OF THIRD PARTIES. LICENSEE FURTHER COVENANTS AND AGREES TO DEFEND ANY SUITS OR ADMINISTRATIVE PROCEEDINGS BROUGHT AGAINST THE CITY AND/OR THE CITY'S RESPECTIVE OFFICERS, EMPLOYEES, ELECTED OFFICIALS AND/OR AGENTS ON ACCOUNT OF ANY SUCH CLAIM, AND TO PAY OR DISCHARGE THE FULL AMOUNT OR OBLIGATION OF ANY SUCH CLAIM INCURRED BY, ACCRUING TO, OR IMPOSED ON THE CITY, OR THE CITY'S RESPECTIVE OFFICERS, EMPLOYEES, ELECTED OFFICIALS AND/OR AGENTS, AS APPLICABLE, RESULTING FROM ANY SUCH SUITS, CLAIMS, AND/OR ADMINISTRATIVE PROCEEDINGS OR ANY MATTERS RESULTING FROM THE SETTLEMENT OR RESOLUTION OF SAID SUITS, CLAIMS, AND/OR ADMINISTRATIVE PROCEEDINGS, IN ADDITION, LICENSEE SHALL PAY TO THE CITY, THE CITY'S RESPECTIVE OFFICERS, EMPLOYEES, ELECTED OFFICIALS AND/OR AGENTS, AS APPLICABLE, ALL ATTORNEYS' FEES INCURRED BY SUCH PARTIES IN ENFORCING LICENSEES' INDEMNITY IN THIS SECTION.

THE CITY, AND ITS RESPECTIVE OFFICERS, EMPLOYEES, ELECTED OFFICIALS AND AGENTS, SHALL NOT BE LIABLE, AND LICENSEE HEREBY RELEASES THE CITY, AND ITS' RESPECTIVE OFFICERS, EMPLOYEES, ELECTED OFFICIALS AND AGENTS, FOR, FROM AND/OR AGAINST ANY LOSSES, DAMAGES, CLAIMS OR LIABILITIES TO LICENSEE, ON ANY THEORY OF LEGAL LIABILITY, INCLUDING, BUT NOT LIMITED TO THE NEGLIGENCE, OF ANY TYPE OF DEGREE, OR FAULT, OF THE CITY, ARISING FROM OR RELATED TO, IN ANY WAY, MANNER OR FORM, THE UNENFORCEABILITY OR VOIDANCE, FOR ANY REASON, OF ALL OR ANY PART OF THIS AGREEMENT.

THE INDEMNITY AND RELEASE PROVIDED HEREIN SHALL SURVIVE THE

TERMINATION OR VOIDANCE OR THIS AGREEMENT.

Section 7.02. In consideration for the privilege of use of the Property, Licensee specifically assumes any and all liability that may arise due to premises defects upon any or all improvements which exist on the Property at the time of execution of this Agreement or any and all improvements which are construed thereafter related to or arising out of Licensee's use.

Section 7.03. Licensee shall procure and carry, at its sole cost and expense through the life of this Agreement, insurance protection as hereafter specified, in form and substance satisfactory to the City, carried with an insurance company authorized to transact business in the State of Texas, covering all foreseeable aspects and operations in connection with this Agreement, including, but not limited to, all aspects, operations and/or occurrences to which Licensee had indemnified the City, as provided above. Licensee and/or its contractors shall have comprehensive general liability insurance, with limits of \$1,000,000.00 combined single limit in the aggregate and per occurrence. Said policy shall specifically include coverage for sporting and athletic events. The City shall be named as an additional insured in such policy.

Section 7.04. A Certificate of Insurance specifying each and all coverages shall be submitted to the City prior to the execution of this Agreement. Licensee shall provide to the City proof of the insurance on or before fourteen (14) days prior to the expiration date of each expiring policy, and cause each required policy to require the insurer to (a) give notice to the City, as specified herein, of termination of any such policy sixty (60) days before such termination is to be effective; and (b) contain a waiver of any and all of the insurer's rights to subrogation that any such insurer or insurers may acquire by virtue of payment of any loss under such insurance. Licensee shall notify the City immediately in the event Licensee's insurance coverage shall be suspended, voided, canceled and/or reduced in coverage or limits.

Section 7.05. Vandalism or break-ins must be reported to the Community and Public Services Department and the Jacksonville Police Department immediately, upon discovery.

In the event a Community and Public Services Employee finds the damage, the Licensee will be notified as soon as possible. The Licensee must provide a representative to assess the damage and missing property for insurance and police report purposes. If the representative is unable to meet with the police at the time of the report, then it is the sole responsibility of the Licensee to ensure this information is included on the police report.

Section 7.06. It is covenanted and agreed that the nature of this Agreement and all activities contemplated hereby are governmental in nature and concern such governmental functions as Parks and Recreational Facilities. To the fullest extent allowed by law, the City of Jacksonville retains its governmental immunity with regard to this agreement and the activities contemplated herein.

ARTICLE VIII

Maintenance

Section 8.01. The City of Jacksonville City Manager; or their designee, will meet with the Official President of the League at the beginning and end of each season at the facility to perform an inspection. After the inspection is finished, it shall be the responsibility of the Licensee to submit any maintenance request in writing to the City of Jacksonville City Manager; or their designee.

Section 8.02. The City shall perform maintenance on the Property in which the Licensee conducts games. Those duties are set forth in Exhibit "A" which is attached hereto and incorporated as if fully set forth herein.

Section 8.03. Major repairs to City owned equipment and fixtures shall also be made by the City. At the expiration of this agreement or earlier termination thereof, Licensee agrees to surrender the premises in good condition, reasonable wear and tear expected.

Section 8.04. At no time shall anyone perform nor contract for the performance of any

fertilizing or herbicide or pesticide application without written permission from the City of Jacksonville's City Manager, or their designee.

Section 8.05. The City will remove trash from the individual refuse containers daily within the City of Jacksonville Sports/Athletic Complex during the scheduled season. The League agrees that all boxes or containers must be broken down before placing in refuse containers and/or dumpsters.

Section 8.06. All communication during the season shall be directed to the City Manager and/or designee. This communication should come only from the President of the Association or his/her designee. At no time should any member of the association make contact with City of Jacksonville employees with requests related to the operations of the facility.

ARTICLE IX

Concession Sales & Vendors

Section 9.01 Subject to Sections 9.02, 9.03 and 9.04 below, The **League** shall have the exclusive rights and privilege to allow vendors (i.e. food, beverages, souvenirs and photographs) for sale on the Property.

Section 9.02. Any vendor, the League wishes to offer concessions (i.e. food, beverage) for sale on City of Jacksonville Sports/Athletic Complex must make those intentions known to the City of Jacksonville City Manager; or their designee.

Section 9.03. If the League wishes to permit vendors (including but not limited to photographers) on the property must notify the City of Jacksonville City Manager; or their designee in writing. It is the responsibility of the licensee to ensure all vendors have the proper permits, required insurance and abide by city ordinances as well as state and Federal law. Any legal vendor must have the proper vendor permitting and approval of the City of Jacksonville City Manager; or their designee if that vendor wishes to sell in the City of Jacksonville Sports/Athletic Complex. It will be the responsibility of the Association to NOT allow any vendor to operate with

the City of Jacksonville Sports/Athletic Complex. If a vendor is encountered within City of Jacksonville Sports/Athletic Complex without the proper permitting and approval, it will be the responsibility of the Association to notify the Jacksonville Police Department and have that vendor or individual removed from the City of Jacksonville Sports/Athletic Complex.

ARTICLE X

Utilities

Section 10.01. The City shall provide water for services such as irrigation, restrooms, concessions and drinking fountains; and the electric service for operations and lighting.

Section 10.02. Water for irrigation systems will be controlled by the City so that watering schedules and mowing schedules do not conflict. Licensee may not change the watering schedule, unless a written request to the City of Jacksonville City Manager; or their designee, is approved for changing the watering schedule. If tampering is encountered with the watering schedule, the Association will assume the financial responsibility of the water bill.

ARTICLE XI

Termination

Section 11.01. Should either party default in the performance of any provision of this Agreement, and not correct the default within thirty (30) days after receipt of written notice from non-defaulting party, the non-defaulting party may declare this Agreement, and all rights and interests created by it, to be terminated. Upon non-defaulting party's electing to terminate, this Agreement shall cease and come to an end as if the day of non-defaulting party's election were the day originally fixed in this Agreement for its expiration, provided that, should defaulting party cure all defaults within the thirty (30) day notice, this Agreement shall not be canceled. Non-defaulting party may, in its discretion, allow defaulting party more than thirty (30) days to

cure defaults if such time is, in the opinion of non-defaulting party, reasonably necessary.

Section 11.02. Either party may terminate this Agreement for any reason by notifying the other party in writing sixty (60) days prior to the date of termination.

Section 11.03. Upon termination of this Agreement, Licensee shall have thirty (30) days to remove from Property all personal property owned by it.

ARTICLE XII

Enforcement

Section 12.01. City may enforce this Agreement by terminating lighting facilities, locking the facilities, barring concession sales, or in any other manner that would discontinue the use of the facilities by the League or Association with prior notice as a result of the failure of League or Association to comply with the terms and conditions of this Agreement.

EXECUTED this ____ day of February of the year 2022, by the duly authorized representatives of the City and Licensee.

CITY OF JACKSONVILLE:

LEAGUE:

City Manager

J.B.S.A., Inc.

APPROVED AS TO CONTENT:

BY: _____

President

BY: _____

Vice President

BY: _____

Treasurer

BY: _____

Secretary

Approved As To Form: _____ City Attorney

ATHLETIC FACILITY LICENSE AGREEMENT

“EXHIBIT A”

Maintenance

Baseball and Softball:

The City shall perform on a weekly basis (or as needed):

Turf maintenance

This includes mowing, aeration, fertilization, irrigation, & herbicide/pesticide application. (As needed.)

Field maintenance

This includes deep dragging, foul lines, re-crowning and any other items that are needed in maintaining a level playing surface.

Routine Maintenance Issues

This will include irrigation repairs, plumbing repairs, electrical repairs, lighting repairs, and fencing repairs (as budget allows).

All other issues will be addressed in writing and at the discretion of the **City of Jacksonville City Manager; or their designee.**

The Licensee shall be responsible to perform:

Infield Maintenance during Game nights.

1. Drag in-field areas between Games.
2. Remarking of in-field areas between Games.
3. Maintain proper levels of surface materials in the in-field.

City of Jacksonville Baseball/Softball Complex

1. The Association will ensure that all litter/debris generated and left in the Complex will be collected and deposited into the proper refuse containers for collection by the City of Jacksonville.
2. The Association will ensure that all lighting is turn-off at the completion of all games conducted during the evening.
3. The Association, if operating the Concession stand will ensure all lighting, water, and air-conditioning is turned off at the end of every game day.

All other issues will be addressed in writing and at the discretion of the **City of Jacksonville City Manager; or their designee.**

ATHLETIC FACILITY LICENSE AGREEMENT

This License Agreement (the “Agreement”) is entered into on this 1st day of March, 2022, between the City of Jacksonville, Texas (the “City”), a Texas Home Rule Municipal Corporation and Jacksonville Soccer Association hereinafter referred to as “League”, “Licensee”, or “Association”.

ARTICLE I

General Statement of Duties

Section 1.01. In consideration of the mutual covenants of this Agreement, and of other good and valuable consideration, the City hereby grants, upon the terms and conditions set forth in this Agreement, a license on and over certain property owned by the City and commonly known as City of Jacksonville Soccer Complex located at Byrd Road, in the City of Jacksonville, County of Cherokee, State of Texas, hereinafter referred to as “Property” or “facility,” to Licensee, for the sole purpose of utilizing the Property for youth sports programs from March 1, 2022 to the completion of the spring season. This agreement only covers regular season games and make up games. Any tournament will be by separate agreement.

Section 1.02. League agrees to provide all services relating to the operation of the League, including but not limited to, the development of roster lists, the payment of league fees, the scheduling of all games and tournaments, the assignment, training and payment of referees and score keepers and other services, which may be necessary for the orderly administration of such League. Scheduling shall be accomplished so as not to conflict with Jacksonville Parks and Recreation Department sponsored activities on the premises.

Section 1.03. In turn, the City agrees to allow the LEAGUE to use the property for the purpose of conducting games and practice sessions on an exclusive basis. **Any other practice,**

game, or tournament must have a separate agreement with the City Jacksonville and authorization will only be awarded at the sole discretion of the City of Jacksonville. Any other use may incur cost associated with the use.

Section 1.04. City disclaims any responsibility for the operation of the activities of the Association. City's involvement is limited solely to those specific tasks identified in this agreement. Any internal complaint between participants, spectators or officials, or between leagues of the Association, shall be resolved internally without recourse to the City of Jacksonville.

Section 1.05. Licensee agrees to abide by all state and federal laws and regulations, the ordinances of the City of Jacksonville and all the terms and provisions of the City's policies regarding the Property as established by the City of Jacksonville and contained herein.

Section 1.06. This agreement shall supersede any and all other agreements both written and verbal in regard to duties or responsibilities of the City of Jacksonville or the Association.

ARTICLE II

Organization of League

Section 2.01. Licensee represents that it is a non-profit corporation organized and existing under laws of the State of Texas and that its President has been duly authorized to execute this Agreement. Further, Licensee shall provide the City of Jacksonville with a copy of its bylaws and any other operating procedures it may have within 30 days after the execution of this Agreement.

ARTICLE III

Terms of Agreement

Section 3.01. This agreement shall commence upon its execution by the Parties and shall terminate when the last **LEAGUE** game has been played.

ARTICLE IV

Consideration

Section 4.01 The League shall pay the City of Jacksonville and annual user fee in the amount of \$2 per participant. A participant is defined as one youth playing in a league per season. If the same youth participates in more than one season (such as a spring season and a fall season), the \$2 fee should be paid for each season that a Participant plays in a league. The fee is due to the City of Jacksonville no later than the first day of use of the City of Jacksonville Sports/Athletic Complex for the Association. The City will consider operating the concession stand or allow the concession stand to be operated. All profits from the concession stand should be invested in the complex or used to offset cost of the association.

ARTICLE V

Administrative Provisions

Section 5.01. The Property shall be open to the general public. Licensee shall not permit any discrimination in its use of the Property based on race, color, sex, religion, national origin, physical handicap or disability.

Section 5.02. Nothing contained in this Agreement shall be construed to prohibit the right of entry or use of the Property by the City, in, on, over and/or across the Property, at any and all times, and for any and all purposes, the City expressly reserves the right to enter upon the Property and any or all improvements located thereon to conduct any and all activities the City deems necessary.

Section 5.03. The City shall provide and maintain locks on all City-owned buildings and facilities. Any granted access will be at the sole discretion of the City of Jacksonville.

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provision of this Agreement shall be construed as delegating any non-delegable right, power or duty of the City.

Section 5.05. Licensee shall not assign or sublet this license. Any attempt to assign or sublet this license shall terminate the license granted herein.

Section 5.06. Unless otherwise provided herein or required by law and/or local ordinance, charter or code, any action required or permitted to be taken by City shall be taken by the City of Jacksonville or any party designated by him or her.

Section 5.07. The relationship between the City of Jacksonville and Licensee is at all times solely that of licensor and licensee, and may not be deemed, in any event, a partnership or a joint venture.

Section 5.08. This Agreement is to be construed under Texas law, without regard to conflict of law rules that would direct application of the laws of any other jurisdiction, and all obligations of the parties created by this Agreement are performable in Cherokee County, Texas. Venue for any action brought pursuant to this Agreement, or any activity contemplated hereby, shall lie exclusively in Cherokee County, Texas.

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Section 5.10. This Agreement constitutes the parties' sole agreement and supersedes any prior understandings or written or oral agreements between the parties with respect to the subject matter hereof.

Section 5.11. No amendment, modification, or alteration of this Agreement is binding,

unless in writing, dated subsequent to the date of this Agreement, and duly executed by the parties.

Section 5.12. The intent of this Agreement is to grant a license to Licensee to utilize the Property solely for the purpose described herein. This agreement shall not be construed, in any way, manner or form, as a lease of the Property or as conveying to Licensee any interest in the real property comprising the Property.

Section 5.13. The Licensee's Association President shall provide the following information to the City of Jacksonville's City Manager, or their designee, for his/her review and approval at least one week prior to the League play:

- The beginning and end dates of their prospective season (League Profile Form)
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- 2021 and 2022 Revenue (total)
- 2021 and 2022 Expenditures (total)
- Number of participants
- Description of proposed parks improvements projects
- Other reports required by the City of Jacksonville’s City Manager, or their designee, to provide adequate information regarding the operation of League during the term of this agreement.
- **Acknowledgment from the Association that it will adhere to the NCAA Guideline 1E Lightning Safety.**
- **Acknowledgment from the Association that the cancellation (or “calling”) of games shall be the right of either the Association or the City of Jacksonville City Manager; or their designee.** The City of Jacksonville reserves the final decision-making power to cancel any game due to weather, field conditions, or any other unforeseen circumstances.

Section 5.15. City shall have the right to examine, inspect and audit all records and files of Licensee relating to the operation of the league or association. Such records shall be kept accurate and complete, and available for inspection at any reasonable time determined by the City.

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Section 5.17 In the event the Licensee desires to make requests to the City of Jacksonville

for any improvements to the facility, any such requests shall be made in writing by the President of the Association to the City of Jacksonville's City Manager, or their designee.

This written request must be submitted no later than 30 days prior to the first regular season game, for it to be considered for the City Jacksonville's budgetary process for next fiscal year.

ARTICLE VI

Construction

Section 6.01. No construction of any type or kind, including additions or alterations to existing structures or structures completed, or caused to be completed, by Licensee and/or placement or location of improvements unless approved by the City of Jacksonville's City Manager, or their designee. And said improvements shall be at the sole cost and expense of Licensee unless otherwise approved by the City of Jacksonville's City Manager, or their designee.

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ARTICLE VII

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KIND OR NATURE, WHICH ARISE DIRECTLY OR INDIRECTLY, OR ARE RELATED TO, IN ANY WAY, MANNER OR FORM, THE ACTIVITIES CONTEMPLATED HEREUNDER, OR THE OMISSION OF THE ACTIVITIES COMTEMPLATED HEREUNDER, INCLUDING, BUT NOT LIMITED TO, LOSSES, DAMAGES, CLAIMS OR LIABILITIES ARISING FROM OR RELATED TO, IN ANY WAY, MANNER OR FORM, THE ACT OR OMISSION OF THIRD PARTIES. LICENSEE FURTHER COVENANTS AND AGREES TO DEFEND ANY SUITS OR ADMINISTRATIVE PROCEEDINGS BROUGHT AGAINST THE CITY AND/OR THE CITY'S RESPECTIVE OFFICERS, EMPLOYEES, ELECTED OFFICIALS AND/OR AGENTS ON ACCOUNT OF ANY SUCH CLAIM, AND TO PAY OR DISCHARGE THE FULL AMOUNT OR OBLIGATION OF ANY SUCH CLAIM INCURRED BY, ACCRUING TO, OR IMPOSED ON THE CITY, OR THE CITY'S RESPECTIVE OFFICERS, EMPLOYEES, ELECTED OFFICIALS AND/OR AGENTS, AS APPLICABLE, RESULTING FROM ANY SUCH SUITS, CLAIMS, AND/OR ADMINISTRATIVE PROCEEDINGS OR ANY MATTERS RESULTING FROM THE SETTLEMENT OR RESOLUTION OF SAID SUITS, CLAIMS, AND/OR ADMINISTRATIVE PROCEEDINGS, IN ADDITION, LICENSEE SHALL PAY TO THE CITY, THE CITY'S RESPECTIVE OFFICERS, EMPLOYEES, ELECTED OFFICIALS AND/OR AGENTS, AS APPLICABLE, ALL ATTORNEYS' FEES INCURRED BY SUCH PARTIES IN ENFORCING LICENSEES' INDEMNITY IN THIS SECTION.

THE CITY, AND ITS RESPECTIVE OFFICERS, EMPLOYEES, ELECTED OFFICIALS AND AGENTS, SHALL NOT BE LIABLE, AND LICENSEE HEREBY

RELEASES THE CITY, AND ITS' RESPECTIVE OFFICERS, EMPLOYEES, ELECTED OFFICIALS AND AGENTS, FOR, FROM AND/OR AGAINST ANY LOSSES, DAMAGES, CLAIMS OR LIABILITIES TO LICENSEE, ON ANY THEORY OF LEGAL LIABILITY, INCLUDING, BUT NOT LIMITED TO THE NEGLIGENCE, OF ANY TYPE OF DEGREE, OR FAULT, OF THE CITY, ARISING FROM OR RELATED TO, IN ANY WAY, MANNER OR FORM, THE UNENFORCEABILITY OR VOIDANCE, FOR ANY REASON, OF ALL OR ANY PART OR THIS AGREEMENT.

THE INDEMNITY AND RELEASE PROVIDED HEREIN SHALL SURVIVE THE TERMINATION OR VOIDANCE OR THIS AGREEMENT.

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Section 7.03. Licensee shall procure and carry, at its sole cost and expense through the life of this Agreement, insurance protection as hereafter specified, in form and substance satisfactory to the City, carried with an insurance company authorized to transact business in the State of Texas, covering all foreseeable aspects and operations in connection with this Agreement, including, but not limited to, all aspects, operations and/or occurrences to which Licensee had indemnified the City, as provided above. **Licensee and/or its contractors shall have comprehensive general liability insurance, with limits of \$1,000,000.00 combined single limit in the aggregate and per occurrence. Said policy shall specifically include coverage for sporting and athletic events. The City shall be named as an additional insured in such policy.**

Section 7.04. A Certificate of Insurance specifying each and all coverages shall be submitted to the City prior to the execution of this Agreement. Licensee shall provide to the City proof of the insurance on or before fourteen (14) days prior to the expiration date of each expiring policy, and cause each required policy to require the insurer to (a) give notice to the City, as specified herein, of termination of any such policy sixty (60) days before such termination is to be effective; and (b) contain a waiver of any and all of the insurer's rights to subrogation that any such insurer or insurers may acquire by virtue of payment of any loss under such insurance. Licensee shall notify the City immediately in the event Licensee's insurance coverage shall be suspended, voided, canceled and/or reduced in coverage or limits.

Section 7.05. Vandalism or break-ins must be reported to the Community and Public Services Department and the Jacksonville Police Department immediately, upon discovery. In the event a Community and Public Services Employee finds the damage, the Licensee will be notified as soon as possible. The Licensee must provide a representative to assess the damage and missing property for insurance and police report purposes. If the representative is unable to meet with the police at the time of the report, then it is the sole responsibility of the Licensee to ensure this information is included on the police report.

Section 7.06. It is covenanted and agreed that the nature of this Agreement and all activities contemplated hereby are governmental in nature and concern such governmental functions as Parks and Recreational Facilities. To the fullest extent allowed by law, the City of Jacksonville retains its governmental immunity with regard to this agreement and the activities contemplated herein.

ARTICLE VIII

Maintenance

Section 8.01. The City of Jacksonville City Manager; or their designee, will meet with the Official President of the League at the beginning and end of each season at the facility to perform an inspection. After the inspection is finished, it shall be the responsibility of the Licensee to submit any maintenance request in writing to the City of Jacksonville City Manager; or their designee.

Section 8.02. The City shall perform maintenance on the Property in which the Licensee conducts games. Those duties are set forth in Exhibit “A” which is attached hereto and incorporated as if fully set forth herein.

Section 8.03. Major repairs to City owned equipment and fixtures shall also be made by the City. At the expiration of this agreement or earlier termination thereof, Licensee agrees to surrender the premises in good condition, reasonable wear and tear expected.

Section 8.04. At no time shall anyone perform nor contract for the performance of any fertilizing or herbicide or pesticide application without written permission from the City of Jacksonville’s City Manager, or their designee.

Section 8.05. The City will remove trash from the individual refuse containers daily within the City of Jacksonville Sports/Athletic Complex during the scheduled season. The League agrees that all boxes or containers must be broken down before placing in refuse containers and/or dumpsters.

Section 8.06. All communication during the season shall be directed to the City Manager and/or designee. This communication should come only from the President of the Association or his/her designee. At no time should any member of the association make contact with City of Jacksonville employees with requests related to the operations of the facility.

ARTICLE IX

Concession Sales & Vendors

Section 9.01 Subject to Sections 9.02, 9.03 and 9.04 below, The **League** shall have the exclusive rights and privilege to allow vendors (i.e. food, beverages, souvenirs and photographs) for sale on the Property.

Section 9.02. Any vendor, the League wishes to offer concessions (i.e. food, beverage) for sale on City of Jacksonville Sports/Athletic Complex must make those intentions known to the City of Jacksonville City Manager; or their designee.

Section 9.03. If the League wishes to permit vendors (including but not limited to photographers) on the property must notify the City of Jacksonville City Manager; or their designee in writing. It is the responsibility of the licensee to ensure all vendors have the proper permits, required insurance and abide by city ordinances as well as state and Federal law. Any legal vendor must have the proper vendor permitting and approval of the City of Jacksonville City Manager; or their designee if that vendor wishes to sell in the City of Jacksonville Sports/Athletic Complex. It will be the responsibility of the Association to NOT allow any vendor to operate with the City of Jacksonville Sports/Athletic Complex. If a vendor is encountered within City of Jacksonville Sports/Athletic Complex without the proper permitting and approval, it will be the responsibility of the Association to notify the Jacksonville Police Department and have that vendor or individual removed from the City of Jacksonville Sports/Athletic Complex.

ARTICLE X

Utilities

Section 10.01. The City shall provide water for services such as irrigation, restrooms, concessions and drinking fountains; and the electric service for operations and lighting.

Section 10.02. Water for irrigation systems will be controlled by the City so that watering schedules and mowing schedules do not conflict. Licensee may not change the watering schedule, unless a written request to the City of Jacksonville City Manager; or their designee, is approved

for changing the watering schedule. If tampering is encountered with the watering schedule, the Association will assume the financial responsibility of the water bill.

ARTICLE XI

Termination

Section 11.01. Should either party default in the performance of any provision of this Agreement, and not correct the default within thirty (30) days after receipt of written notice from non-defaulting party, the non-defaulting party may declare this Agreement, and all rights and interests created by it, to be terminated. Upon non-defaulting party's electing to terminate, this Agreement shall cease and come to an end as if the day of non-defaulting party's election were the day originally fixed in this Agreement for its expiration, provided that, should defaulting party cure all defaults within the thirty (30) day notice, this Agreement shall not be canceled. Non-defaulting party may, in its discretion, allow defaulting party more than thirty (30) days to cure defaults if such time is, in the opinion of non-defaulting party, reasonably necessary.

Section 11.02. Either party may terminate this Agreement for any reason by notifying the other party in writing sixty (60) days prior to the date of termination.

Section 11.03. Upon termination of this Agreement, Licensee shall have thirty (30) days to remove from Property all personal property owned by it.

ARTICLE XII

Enforcement

Section 12.01. City may enforce this Agreement by terminating lighting facilities, locking the facilities, barring concession sales, or in any other manner that would discontinue the use of the facilities by the League or Association with prior notice as a result of the failure of League or Association to comply with the terms and conditions of this Agreement.

EXECUTED this ____ day of February of the year 2022, by the duly authorized representatives of the City and Licensee.

CITY OF JACKSONVILLE:

LEAGUE:

City Manager

J.B.S.A., Inc.

APPROVED AS TO CONTENT:

BY: _____

President

BY: _____

Vice President

BY: _____

Treasurer

BY: _____

Secretary

Approved As To Form: _____ City Attorney

ATHLETIC FACILITY LICENSE AGREEMENT

“EXHIBIT A”

Maintenance

The City shall perform on a weekly basis or as needed:

Turf maintenance

This includes mowing, aeration, fertilization, irrigation, & herbicide/pesticide application. (As needed.)

Field maintenance

This includes painting or chalking fields

Routine Maintenance Issues

This will include irrigation repairs, plumbing repairs, electrical repairs, lighting repairs, and fencing repairs (as budget allows).

All other issues will be addressed in writing and at the discretion of the **City of Jacksonville City Manager; or their designee.**

City of Jacksonville Soccer Complex

1. The Association will ensure that all litter/debris generated and left in the Complex will be collected and deposited into the proper refuse containers for collection by the City of Jacksonville.
2. The Association will ensure that all lighting is turn-off at the completion of all games conducted during the evening.
3. The Association, if operating the Concession stand will ensure all lighting, water, and air-conditioning is turned off at the end of every game day.

All other issues will be addressed in writing and at the discretion of the **City of Jacksonville City Manager; or their designee.**

The Licensee shall be responsible to perform:

Field Equipment

The licensee will provide all netting for goals.

Field Maintenance during Game Days/Nights.

1. Inspect and Maintain field areas between Games.
2. Remarking of field areas between Games.
3. Maintain proper levels of surface materials in the field.



Jacksonville City Council

AGENDA ITEM REPORT

AGENDA DATE:	<u>2/8/2022</u>	ITEM NUMBER:	<u>6.F.</u>
DEPARTMENT:	<u>Administration</u>	PREPARED BY:	<u>Greg Lowe, City Secretary</u>
INITIATED BY:	<u>James Hubbard, CITY MANAGER</u>	EXHIBITS:	<u>Conflict Disclosure-Joint Representation Agreement 2021</u>

EXECUTIVE SUMMARY:

Brett Brewer of the Norman Law Firm has submitted a Joint Representation Agreement for consideration by the JEDCO Board of Directors and the City Council. This agreement serves as an acknowledgement of the benefits and potential conflicts of joint representation.

RECOMMENDED ACTION:

Approve the agreement

BID AND AWARD:

BUDGET DATA:

BUDGET JUSTIFICATION:

BACKGROUND:**POLICY/GOAL CONSIDERATION:****LEGAL:**

The Norman --- Law Firm

Marvin J. Angle
Steven R. Guy
D. Brett Brewer

Summers A. Norman
(1905-1986)

December 8, 2021

Jacksonville Economic Development Corporation
309 E. Commerce
Jacksonville, TX 75766

City of Jacksonville
315 S. Ragsdale
Jacksonville, TX 75785

You have asked me to represent Jacksonville Economic Development Corporation (JEDCO) and the City of Jacksonville (City) jointly in connection with the negotiation and preparation of documents for use in incentivizing third parties to relocate to Jacksonville or expand their business operations in Jacksonville. I would be pleased to do so subject to the following understandings. The party requesting me to negotiate and prepare any specific document or project will be responsible for payment of my fees and expenses related to that document or project.

Although your interests in this matter appear to be aligned, important differences between your situations may exist or become evident during the course of representation. There are risks to proceeding with joint representation in light of this potential for conflicts.

It may be in your respective best interests to take different legal positions because of such differences. I may not be permitted to represent both or any of you if you do become adverse to each other.

You may discover that you have confidential information pertinent to this matter which you do not want to share with each other. I will not represent both of you unless I have your agreement that I can convey critical information important to the representation to both of you.

You may have different financial and taxation considerations that affect your best interests in this matter. I will not represent any of you in analyzing unique aspects of your financial or tax situation.

I may be required to withdraw from representing both of you because of differences, necessitating payment of additional attorney fees that would not be required if you secure separate counsel at this time.

While these differences may exist or become evident, I have reviewed the information available to me and believe that the likelihood that there are or will be meaningful differences affecting the common purpose in this representation is small. I believe I can adequately represent the interest of both of you in this matter. If I determine that the risk of conflict between you has increased based on receipt of additional analysis or receipt of additional information, I will discuss the situation with you and take appropriate action. You may always consult separate counsel at your own expense at any time you believe it is appropriate to do so.

There are advantages to jointly representing both of you in this matter. You can reduce overall attorney's fees and expenses. Less time will be spent on communicating between attorneys because of separate representation. If these advantages outweigh the risks of joint representation in your mind, I will be happy to proceed with joint representations.

If you have any questions about the issues involved in joint representation, or any information that you believe affects the likelihood that differences exist or will arise, please contact me at your earliest convenience. You should contact other counsel if you have decided that the advantages of joint representation do not outweigh the risks outlined above, or if you believe that further confidential analysis of your situation is warranted before agreeing to joint representation.

If you wish to proceed with joint representation on the terms stated above, please indicate your agreement below. Your consent also authorizes me to freely convey necessary information provided to me by one of you to the other, and that there will be no secrets as between you unless both of you expressly agree to the contrary.

Sincerely yours,

D. Brett Brewer

Consent

I consent to the joint representation.

Jacksonville Economic Development Corporation

City of Jacksonville

By: _____

By: _____

Est. 1898

Norman, Angle, Guy & Brewer, PLLC

215 East Commerce, 2nd Floor • Jacksonville, Texas 75766 • 903.586.2595 • Fax: 903.586.0524



Jacksonville City Council

AGENDA ITEM REPORT

AGENDA DATE:	<u>2/8/2022</u>	ITEM NUMBER:	<u>6.G.</u>
DEPARTMENT:	<u>Administration</u>	PREPARED BY:	<u>Greg Lowe, City Secretary</u>
INITIATED BY:	<u>James Hubbard, CITY MANAGER</u>	EXHIBITS:	<u>List of Surplus Items February 2022</u>

EXECUTIVE SUMMARY:

The staff have numerous items which are of no use any longer and are requesting these items be declared surplus so they can be disposed of appropriately. Staff will auction off any items having value. Any items with little or no value will be recycled where possible.

RECOMMENDED ACTION:

Declare the listed items as surplus and approve staff disposing of them in the appropriate manner.

BID AND AWARD:

BUDGET DATA:

BUDGET JUSTIFICATION:

BACKGROUND:**POLICY/GOAL CONSIDERATION:**

Assure surplus items do not become a nuisance and that they are disposed of properly.

LEGAL:

The council must declare an item surplus before it can be sold or disposed of.

List of Surplus Items February 2022

Police Department

1. Monitors
2. Computers
3. Keyboards, mice, etc.
4. Wall lockers
5. Misc. furniture, desks, chairs, file cabinets

Library

1. 2 APC Battery Backup
2. 4 phones
3. 1 Automatic Door Opener with 2 push plate activators
4. 17 Monitors
5. 21 computer towers
6. 1 ITC 5400 Series credit card reader
7. 1 scanner
8. 1 Brother PC201 ink cartridge foe fax machine

Finance Dept.

1. 1-Acer Monitor VGA
2. 1-Sony TV
3. 1-HP Printer/Scanner/Fax combo
4. 1-Desk Lift Station
5. 1-Emerson TV/DVD/VHS with Stand
6. 4-Topaz E-Sign (electronic signature pads)
7. 6-POS Terminal Model S80 (credit card swiper/receipt printer)
8. 2-Citizen Credit Card Receipt Printers
9. 1-Adesso Laser Scanner USB
10. 1-Shredder
11. 17-Shoretel Phones with Stands and Screens
12. 16- Black Plastic Stackable Trays



Jacksonville City Council

AGENDA ITEM REPORT

AGENDA DATE:	<u>2/8/2022</u>	ITEM NUMBER:	<u>6.H.</u>
DEPARTMENT:	<u>Administration</u>	PREPARED BY:	<u>Greg Lowe, City Secretary</u>
INITIATED BY:	<u>Greg Lowe, City Secretary</u>	EXHIBITS:	<u></u>

EXECUTIVE SUMMARY:

A member of the Keep Jacksonville Beautiful Board recently stepped down due to other obligations. In their January 18, 2022 meeting the Keep Jacksonville Beautiful Board nominated Becca Yocham to fill the vacancy.

RECOMMENDED ACTION:

Approve the appointment of Becca Yocham to the board.

BID AND AWARD:

BUDGET DATA:

BUDGET JUSTIFICATION:

BACKGROUND:**POLICY/GOAL CONSIDERATION:****LEGAL:**

Council approves all appointments to KJB.



Jacksonville City Council

AGENDA ITEM REPORT

AGENDA DATE:	<u>2/8/2022</u>	ITEM NUMBER:	<u>7.</u>
DEPARTMENT:	<u>Administration</u>	PREPARED BY:	<u>Greg Lowe, City Secretary</u>
INITIATED BY:	<u>JOE WILLIAMS, POLICE CHIEF</u>	EXHIBITS:	<u>2021 Racial Profiling Report to CMO and Council</u>

EXECUTIVE SUMMARY:

This presentation is our annual racial profiling and analysis. This is a legislative requirement to be submitted to the local governing body and the Texas Commission of Law Enforcement (TCOLE). Our traffic stop data was compared to demographic statistics provided by DPS. Based on the data, It is apparent our police officers are not acting in any manner that is inconsistent with the law or our policies.

RECOMMENDED ACTION:

No action. Presentation only.

BID AND AWARD:

BUDGET DATA:

BUDGET JUSTIFICATION:

BACKGROUND:**POLICY/GOAL CONSIDERATION:****LEGAL:**

Texas Occupations Code 1701.164 specifies that TCOLE collect incident-based data in accordance with the Code of Criminal Procedure Article 2.131 – 2.138 . Chief administrators of law enforcement agencies that meet the criteria must submit racial profiling reports to their governing body, as well as TCOLE.



JACKSONVILLE POLICE DEPARTMENT

911 S. Bolton Street
Jacksonville, Texas 75766

903.586.2549

To: James Hubbard, City Manager

From: J.W. Williams, Chief of Police

Date: January 13, 2022

Ref: **Racial Profiling Report & Data Analysis – 2021**

Attached is the 2021 racial profiling report submitted to TCOLE and required to be reported to the local governing body by March 1, 2022.

There is no indication that the police department engages in bias based enforcement practices.



JACKSONVILLE POLICE DEPARTMENT

911 S. Bolton Street
Jacksonville, Texas 75766

903.586.2549

January 13, 2022

2021 Racial Profiling Analysis of Traffic Stops Conducted

The Texas Code of Criminal Procedures 2.131 requires law enforcement agencies that conduct traffic stops report the number of contacts and the racial / ethnic background of those drivers stopped. The law enforcement agency must report the statistics to the Texas Commission on Law Enforcement and the local governing body prior to March 1st of each year. Beginning in 2021, it is required for an analysis of the traffic stop statistics compared to the local population to insure the absence of bias.

On January 3, 2022 I submitted an open records request with the Texas Department of Public Safety (DPS) for a racial / ethnic breakdown of all persons with a Texas driver's license with the zip code of 75766. I received limited data from DPS on January 5, 2022 with an explanation that they are currently not capable of reporting the "Hispanic" ethnicity due to the merging of numerous data bases the state maintains. The DPS employee was unable to tell me when the "Hispanic" data would be available. There is a category defined as "Other" on the data provided that I surmise is likely comprised of persons of "Hispanic" heritage.

I've utilized the data provided by DPS to compare the number of stops on white drivers compared to other races or ethnicities. The comparative data I am using is:

- There are 30,659 persons with driver's licenses utilizing the 75766 zip code.
- Males comprise 52.2% of licensed drivers. Females are 47.8%.
- White drivers are 74.7% of licensees. Black drivers are 15.1%, while "Other" consists of 2,733 drivers or 8.9% of the licensed population in our zip code.
- Asian and American Indian/Pacific Islander represent 1.2% of drivers.

The Jacksonville Police Department conducted 7,164 traffic stops in 2021. I have compared the data from these traffic stops to our driver's license data to see if bias exists.

- White drivers were stopped 57.3% of the time. Black drivers were stopped 17.8% of the time, while "Other" was 23.5%.
- Those drivers that were stopped were subjected to searches of their persons or vehicles on 3.2% of all stops. Whites were searched 1.7%, Blacks were searched 0.7% and "Others" at a rate of .06% of all stops.

Attached is a report generated from our report management system (RMS) for all traffic stops conducted in 2021. These statistics are also reported to TCOLE and made available to the public on their website.

The Jacksonville Police Department is a Recognized Police Department by the Texas Police Chief's Association. Many of the standards the department met to achieve the "Recognition" status are centered around policies and practices to insure, and prevent, bias based policing. All employees are aware of the policies and practices and receive training throughout the year regarding bias-based policing.

I have studied the data very extensively and do not believe the department to be engaged in bias based policing practices. These statistics mirror other cities I have worked in, and nothing stands out to me as a concern. In 2021, we did not receive any complaints alleging bias following a traffic stop.

If you, or anyone else, have any questions, please let me know.



Joe Williams, Chief of Police

Category	
A. Total	
Statistic	Count
TOTAL STOPS	7164

Category	
B. Gender	
Statistic	Count
MALE	4091
MALE - ALASKA NATIVE/AMERICAN INDIAN	2
MALE - ASIAN OR PACIFIC ISLANDER	19
MALE - BLACK	724
MALE - WHITE	2304
MALE - HISPANIC OR LATINO	1042
FEMALE	3073
FEMALE - ALASKA NATIVE/AMERICAN INDIAN	0
FEMALE - ASIAN OR PACIFIC ISLANDER	6
FEMALE - BLACK	566
FEMALE - WHITE	1833
FEMALE - HISPANIC OR LATINO	668
GENDER UNKNOWN	0

Category	
C. Race or Ethnicity	
Statistic	Count
BLACK	1290
WHITE	4137
ASIAN OR PACIFIC ISLANDER	25
HISPANIC OR LATINO	1710
ALASKA NATIVE/AMERICAN INDIAN	2

Category	
D. Was race or ethnicity known prior to stop?	
Statistic	Count
RACE KNOWN PRIOR TO STOP	32
RACE NOT KNOWN PRIOR TO STOP	7132

Category	
E. Reason for Stop	

Statistic	Count
VIOLATION OF THE LAW	37
VIOLATION OF THE LAW - ALASKA NATIVE/AMERICAN INDIAN	0
VIOLATION OF THE LAW - ASIAN OR PACIFIC ISLANDER	0
VIOLATION OF THE LAW - BLACK	5
VIOLATION OF THE LAW - WHITE	21
VIOLATION OF THE LAW - HISPANIC OR LATINO	11
VIOLATION OF THE LAW - UNKNOWN	0
PRE-EXISTING KNOWLEDGE	6
PRE-EXISTING KNOWLEDGE - ALASKA NATIVE/AMERICAN INDIAN	0
PRE-EXISTING KNOWLEDGE - ASIAN OR PACIFIC ISLANDER	0
PRE-EXISTING KNOWLEDGE - BLACK	1
PRE-EXISTING KNOWLEDGE - WHITE	5
PRE-EXISTING KNOWLEDGE - HISPANIC OR LATINO	0
PRE-EXISTING KNOWLEDGE - UNKNOWN	0
MOVING TRAFFIC VIOLATION	5901
MOVING TRAFFIC VIOLATION - ALASKA NATIVE/AMERICAN INDIAN	2
MOVING TRAFFIC VIOLATION - ASIAN OR PACIFIC ISLANDER	24
MOVING TRAFFIC VIOLATION - BLACK	1071
MOVING TRAFFIC VIOLATION - WHITE	3394
MOVING TRAFFIC VIOLATION - HISPANIC OR LATINO	1410
MOVING TRAFFIC VIOLATION - UNKNOWN	0
VEHICLE TRAFFIC VIOLATION	1220
VEHICLE TRAFFIC VIOLATION - ALASKA NATIVE/AMERICAN INDIAN	0
VEHICLE TRAFFIC VIOLATION - ASIAN OR PACIFIC ISLANDER	1
VEHICLE TRAFFIC VIOLATION - BLACK	213
VEHICLE TRAFFIC VIOLATION - WHITE	717
VEHICLE TRAFFIC VIOLATION - HISPANIC OR LATINO	289
VEHICLE TRAFFIC VIOLATION - UNKNOWN	0

Category	
F. Approximate Location of Stop	
Statistic	Count
CITY STREET	2148
US HIGHWAY	4741
COUNTY ROAD	28
PRIVATE PROPERTY OR OTHER	178
STATE HIGHWAY	69
Category	
G. Was a search conducted?	

Statistic	Count
SEARCH CONDUCTED	223
SEARCH CONDUCTED - ALASKA NATIVE/AMERICAN INDIAN	1
SEARCH CONDUCTED - ASIAN OR PACIFIC ISLANDER	0
SEARCH CONDUCTED - BLACK	56
SEARCH CONDUCTED - WHITE	122
SEARCH CONDUCTED - HISPANIC OR LATINO	44
SEARCH CONDUCTED - UNKNOWN	0
SEARCH NOT CONDUCTED	6941
SEARCH NOT CONDUCTED - ALASKA NATIVE/AMERICAN INDIAN	1
SEARCH NOT CONDUCTED - ASIAN OR PACIFIC ISLANDER	25
SEARCH NOT CONDUCTED - BLACK	1234
SEARCH NOT CONDUCTED - WHITE	4015
SEARCH NOT CONDUCTED - HISPANIC OR LATINO	1666
SEARCH NOT CONDUCTED - UNKNOWN	0

Category
H. Reason for Search

Statistic	Count
CONSENT	109
CONSENT - ALASKA NATIVE/AMERICAN INDIAN	1
CONSENT - ASIAN OR PACIFIC ISLANDER	0
CONSENT - BLACK	14
CONSENT - WHITE	68
CONSENT - HISPANIC OR LATINO	26
CONSENT - UNKNOWN	0
CONTRABAND/EVIDENCE IN PLAIN SIGHT	4
CONTRABAND/EVIDENCE IN PLAIN SIGHT - ALASKA NATIVE/AMERICAN INDIAN	0
CONTRABAND/EVIDENCE IN PLAIN SIGHT - ASIAN OR PACIFIC ISLANDER	0
CONTRABAND/EVIDENCE IN PLAIN SIGHT - BLACK	1
CONTRABAND/EVIDENCE IN PLAIN SIGHT - WHITE	3
CONTRABAND/EVIDENCE IN PLAIN SIGHT - HISPANIC OR LATINO	0
CONTRABAND/EVIDENCE IN PLAIN SIGHT - UNKNOWN	0
PROBABLE CAUSE OR REASONABLE SUSPICION	91
PROBABLE CAUSE OR REASONABLE SUSPICION - ALASKA NATIVE/AMERICAN INDIAN	0
PROBABLE CAUSE OR REASONABLE SUSPICION - ASIAN OR PACIFIC ISLANDER	0
PROBABLE CAUSE OR REASONABLE SUSPICION - BLACK	35
PROBABLE CAUSE OR REASONABLE SUSPICION - WHITE	40
PROBABLE CAUSE OR REASONABLE SUSPICION - HISPANIC OR LATINO	16
PROBABLE CAUSE OR REASONABLE SUSPICION - UNKNOWN	0
INVENTORY SEARCH PERFORMED AS A RESULT OF TOWING	2
INVENTORY SEARCH PERFORMED AS A RESULT OF TOWING - ALASKA NATIVE/AMERICAN INDIAN	0
INVENTORY SEARCH PERFORMED AS A RESULT OF TOWING - ASIAN OR PACIFIC ISLANDER	0
INVENTORY SEARCH PERFORMED AS A RESULT OF TOWING - BLACK	1
INVENTORY SEARCH PERFORMED AS A RESULT OF TOWING - WHITE	1
INVENTORY SEARCH PERFORMED AS A RESULT OF TOWING - HISPANIC OR LATINO	0
INVENTORY SEARCH PERFORMED AS A RESULT OF TOWING - UNKNOWN	0
INCIDENT TO ARREST	17
INCIDENT TO ARREST - ALASKA NATIVE/AMERICAN INDIAN	0
INCIDENT TO ARREST - ASIAN OR PACIFIC ISLANDER	0
INCIDENT TO ARREST - BLACK	5
INCIDENT TO ARREST - WHITE	10
INCIDENT TO ARREST - HISPANIC OR LATINO	2
INCIDENT TO ARREST - UNKNOWN	0

Category
I. Was contraband discovered?

Statistic	Count
CONTRABAND DISCOVERED	77
CONTRABAND DISCOVERED - ALASKA NATIVE/AMERICAN INDIAN	0
CONTRABAND DISCOVERED - ALASKA NATIVE/AMERICAN INDIAN (Arrested)	0
CONTRABAND DISCOVERED - ASIAN OR PACIFIC ISLANDER	0
CONTRABAND DISCOVERED - ASIAN OR PACIFIC ISLANDER (Arrested)	0
CONTRABAND DISCOVERED - BLACK	21
CONTRABAND DISCOVERED - BLACK (Arrested)	0
CONTRABAND DISCOVERED - WHITE	43
CONTRABAND DISCOVERED - WHITE (Arrested)	1
CONTRABAND DISCOVERED - HISPANIC OR LATINO	13
CONTRABAND DISCOVERED - HISPANIC OR LATINO (Arrested)	0
CONTRABAND DISCOVERED - UNKNOWN	0
CONTRABAND DISCOVERED - UNKNOWN (Arrested)	0
CONTRABAND NOT DISCOVERED	7087
CONTRABAND NOT DISCOVERED - ALASKA NATIVE/AMERICAN INDIAN	2
CONTRABAND NOT DISCOVERED - ASIAN OR PACIFIC ISLANDER	25
CONTRABAND NOT DISCOVERED - BLACK	1269
CONTRABAND NOT DISCOVERED - WHITE	4094
CONTRABAND NOT DISCOVERED - HISPANIC OR LATINO	1697
CONTRABAND NOT DISCOVERED - UNKNOWN	0

Category
J. Description of Contraband

Statistic	Count
DRUGS	71
DRUGS - ALASKA NATIVE/AMERICAN INDIAN	0
DRUGS - ASIAN OR PACIFIC ISLANDER	0
DRUGS - BLACK	20
DRUGS - WHITE	39
DRUGS - HISPANIC OR LATINO	12
DRUGS - UNKNOWN	0
CURRENCY	0
CURRENCY - ALASKA NATIVE/AMERICAN INDIAN	0
CURRENCY - ASIAN OR PACIFIC ISLANDER	0
CURRENCY - BLACK	0
CURRENCY - WHITE	0
CURRENCY - HISPANIC OR LATINO	0
CURRENCY - UNKNOWN	0
WEAPONS	10
WEAPONS - ALASKA NATIVE/AMERICAN INDIAN	0
WEAPONS - ASIAN OR PACIFIC ISLANDER	0
WEAPONS - BLACK	3
WEAPONS - WHITE	5
WEAPONS - HISPANIC OR LATINO	2
WEAPONS - UNKNOWN	0
ALCOHOL	6
ALCOHOL - ALASKA NATIVE/AMERICAN INDIAN	0
ALCOHOL - ASIAN OR PACIFIC ISLANDER	0
ALCOHOL - BLACK	1
ALCOHOL - WHITE	4
ALCOHOL - HISPANIC OR LATINO	1
ALCOHOL - UNKNOWN	0
STOLEN PROPERTY	1
STOLEN PROPERTY - ALASKA NATIVE/AMERICAN INDIAN	0
STOLEN PROPERTY - ASIAN OR PACIFIC ISLANDER	0
STOLEN PROPERTY - BLACK	0
STOLEN PROPERTY - WHITE	1
STOLEN PROPERTY - HISPANIC OR LATINO	0
STOLEN PROPERTY - UNKNOWN	0
OTHER	1
OTHER - ALASKA NATIVE/AMERICAN INDIAN	0
OTHER - ASIAN OR PACIFIC ISLANDER	0
OTHER - BLACK	0
OTHER - WHITE	1
OTHER - HISPANIC OR LATINO	0
OTHER - UNKNOWN	0

Category	
K. Result of the Stop	
Statistic	Count
CITATION	3017
CITATION - ALASKA NATIVE/AMERICAN INDIAN	1
CITATION - ASIAN OR PACIFIC ISLANDER	8
CITATION - BLACK	481
CITATION - WHITE	1612
CITATION - HISPANIC OR LATINO	915

CITATION - UNKNOWN	0
WRITTEN WARNING	4050
WRITTEN WARNING - ALASKA NATIVE/AMERICAN INDIAN	1
WRITTEN WARNING - ASIAN OR PACIFIC ISLANDER	17
WRITTEN WARNING - BLACK	789
WRITTEN WARNING - WHITE	2462
WRITTEN WARNING - HISPANIC OR LATINO	781
WRITTEN WARNING - UNKNOWN	0
VERBAL WARNING	33
VERBAL WARNING - ALASKA NATIVE/AMERICAN INDIAN	0
VERBAL WARNING - ASIAN OR PACIFIC ISLANDER	0
VERBAL WARNING - BLACK	5
VERBAL WARNING - WHITE	23
VERBAL WARNING - HISPANIC OR LATINO	5
VERBAL WARNING - UNKNOWN	0
INVESTIGATORY STOP	0
INVESTIGATORY STOP - ALASKA NATIVE/AMERICAN INDIAN	0
INVESTIGATORY STOP - ASIAN OR PACIFIC ISLANDER	0
INVESTIGATORY STOP - BLACK	0
INVESTIGATORY STOP - WHITE	0
INVESTIGATORY STOP - HISPANIC OR LATINO	0
INVESTIGATORY STOP - UNKNOWN	0
CITATION AND ARREST	49
CITATION AND ARREST - ALASKA NATIVE/AMERICAN INDIAN	0
CITATION AND ARREST - ASIAN OR PACIFIC ISLANDER	0
CITATION AND ARREST - BLACK	10
CITATION AND ARREST - WHITE	31
CITATION AND ARREST - HISPANIC OR LATINO	8
CITATION AND ARREST - UNKNOWN	0
WRITTEN WARNING AND ARREST	8
WRITTEN WARNING AND ARREST - ALASKA NATIVE/AMERICAN INDIAN	0
WRITTEN WARNING AND ARREST - ASIAN OR PACIFIC ISLANDER	0
WRITTEN WARNING AND ARREST - BLACK	3
WRITTEN WARNING AND ARREST - WHITE	4
WRITTEN WARNING AND ARREST - HISPANIC OR LATINO	1
WRITTEN WARNING AND ARREST - UNKNOWN	0
ARREST	7
ARREST - ALASKA NATIVE/AMERICAN INDIAN	0
ARREST - ASIAN OR PACIFIC ISLANDER	0
ARREST - BLACK	2
ARREST - WHITE	5
ARREST - HISPANIC OR LATINO	0
ARREST - UNKNOWN	0

Category

L. Arrest Based On

Statistic	Count
PENAL CODE VIOLATION	33
PENAL CODE VIOLATION - ALASKA NATIVE/AMERICAN INDIAN	0
PENAL CODE VIOLATION - ASIAN OR PACIFIC ISLANDER	0
PENAL CODE VIOLATION - BLACK	7
PENAL CODE VIOLATION - WHITE	19
PENAL CODE VIOLATION - HISPANIC OR LATINO	7
PENAL CODE VIOLATION - UNKNOWN	0
TRAFFIC LAW VIOLATION	13
TRAFFIC LAW VIOLATION - ALASKA NATIVE/AMERICAN INDIAN	0
TRAFFIC LAW VIOLATION - ASIAN OR PACIFIC ISLANDER	0
TRAFFIC LAW VIOLATION - BLACK	4
TRAFFIC LAW VIOLATION - WHITE	9
TRAFFIC LAW VIOLATION - HISPANIC OR LATINO	0
TRAFFIC LAW VIOLATION - UNKNOWN	0
CITY ORDINANCE VIOLATION	0
CITY ORDINANCE VIOLATION - ALASKA NATIVE/AMERICAN INDIAN	0
CITY ORDINANCE VIOLATION - ASIAN OR PACIFIC ISLANDER	0
CITY ORDINANCE VIOLATION - BLACK	0
CITY ORDINANCE VIOLATION - WHITE	0
CITY ORDINANCE VIOLATION - HISPANIC OR LATINO	0
CITY ORDINANCE VIOLATION - UNKNOWN	0
OUTSTANDING WARRANT	18
OUTSTANDING WARRANT - ALASKA NATIVE/AMERICAN INDIAN	0
OUTSTANDING WARRANT - ASIAN OR PACIFIC ISLANDER	0
OUTSTANDING WARRANT - BLACK	4
OUTSTANDING WARRANT - WHITE	12
OUTSTANDING WARRANT - HISPANIC OR LATINO	2
OUTSTANDING WARRANT - UNKNOWN	0

Category

Physical Force resulting in bodily injury

Statistic	Count
FORCE USED	5
FORCE USED - ALASKA NATIVE/AMERICAN INDIAN	0
FORCE USED - ASIAN OR PACIFIC ISLANDER	0
FORCE USED - BLACK	2
FORCE USED - WHITE	0
FORCE USED - HISPANIC OR LATINO	3
FORCE USED - UNKNOWN	0
FORCE NOT USED	7159
FORCE NOT USED - ALASKA NATIVE/AMERICAN INDIAN	2
FORCE NOT USED - ASIAN OR PACIFIC ISLANDER	25
FORCE NOT USED - BLACK	1288
FORCE NOT USED - WHITE	4137
FORCE NOT USED - HISPANIC OR LATINO	1707
FORCE NOT USED - UNKNOWN	0

TEXAS DEPARTMENT OF PUBLIC SAFETY

5805 N LAMAR BLVD • BOX 4087 • AUSTIN, TEXAS 78773-0001

512/424-2000

www.dps.texas.gov



STEVEN C. McCRAW
DIRECTOR
FREEMAN F. MARTIN
DWIGHT D. MATHIS
JEOFF WILLIAMS
DEPUTY DIRECTORS



COMMISSION
STEVEN P. MACH, CHAIRMAN
NELDA L. BLAIR
STEVE H. STODGHILL
DALE WAINWRIGHT

January 5, 2022

Jacksonville Police Department
Attn: Joe Williams
911 S. Bolton Street
Jacksonville, Texas 75766

Dear Chief Joe Williams:

The Department has received your agency's request for driver record information to assist you in complying with the requirements of Code of Criminal Procedures §2.131. This report was generated in January 2022. The report reflects the race demographics by county and zip code for all driver license records on the date the report was generated. For all future requests, you must specifically indicate each zip code and/or county for which you want information.

Data provided in this report is derived from the race codes maintained in the Department's driver record file. Race codes are established for the purpose of driver license issuance and include Black, White, Indian, Asian, Hispanic and Other. According to the Texas Law Enforcement Manual §02.10.04 (1a), "Other" is to be used for those of "mixed" races/backgrounds who refuse to accept any of these classifications, or for other unusual situations.

Driver Record information is exempted from release under the Open Records Act and provides that information relating to an individual's driver license can be released only in accordance with Chapter 730 of the Texas Transportation Code (TRC). This statute allows the release of driver record information to a government law enforcement entity. Further, TRC §521.049(c) provides the authority to release information in a class-type listing to a government entity. However, the Department is prevented from releasing class-type listings to nongovernmental entities under TRC §521.051.

The Department understands that the intended use of the requested information could lead to its release in an open government forum or a required report. However, the Department is not waiving any exceptions to disclosure under the Open Records Act by providing this report. In addition, due to restrictions related to providing class-type listings to nongovernmental entities, the Department requests that your agency refrain from disseminating this document. If we may be of further service, please contact the Driver Record Section at (512) 424-2032.

Sincerely,

A handwritten signature in cursive script, appearing to read 'Gayatri Vasan', followed by a horizontal line.

Gayatri Vasan, Manager

EQUAL OPPORTUNITY EMPLOYER
COURTESY • SERVICE • PROTECTION

		AMERICAN INDIAN/ALASKAN NATIVE	ASIAN/PACIFIC ISLANDER	BLACK	WHITE	OTHER	ALL RACES
75766							
	MALE	67	114	2,414	11,932	1,471	15,998
	FEMALE	63	136	2,216	10,984	1,262	14,661
	ALL	130	250	4630	22916	2733	30659



Jacksonville City Council

AGENDA ITEM REPORT

AGENDA DATE:	<u>2/8/2022</u>	ITEM NUMBER:	<u>8.</u>
DEPARTMENT:	<u>Police</u>	PREPARED BY:	<u>Greg Lowe, City Secretary</u>
INITIATED BY:	<u>JOE WILLIAMS, POLICE CHIEF</u>	EXHIBITS:	<u>Memo and Quote on Police cars</u>

EXECUTIVE SUMMARY:

In December of 2021, a police officer was involved in a traffic accident that resulted in the vehicle sustaining major damage. Our insurance provider, TML, has determined the vehicle is a total loss. There is a shortage of police vehicles that are available to purchase. We were able to locate 3 2022 Chevrolet Tahoe PPVs from Caldwell Chevrolet. 1 of the vehicles will be a direct replacement for the wrecked vehicle. The other 2 will be assigned to me and Capt. Markasky, the Operations Commander. The vehicles will be equipped with emergency equipment normally associated with police vehicles. The replacement patrol vehicle and equipment, including installation, is \$53,920. The patrol vehicle will require the graphics package once received. The costs for the 2 vehicles assigned to administration are \$124,104. The total purchase of the vehicles from Caldwell Chevrolet is \$178,024. The vehicles are part of the Buy Board cooperative purchasing agreements.

RECOMMENDED ACTION:

Approve the purchase of three police pursuit vehicles.

BID AND AWARD:

The vehicles are part of the Buy Board cooperative purchasing agreements.

BUDGET DATA:

\$178,024 for three new police vehicles.

BUDGET JUSTIFICATION:

BACKGROUND:**POLICY/GOAL CONSIDERATION:****LEGAL:**

The vehicles are part of the Buy Board cooperative purchasing agreements.



JACKSONVILLE POLICE DEPARTMENT

911 S. Bolton Street
Jacksonville, Texas 75766

Ph. 903.586.2549

Fax 903.586.1482

To: James Hubbard, City Manager

From: J.W. Williams, Chief of Police

Date: January 31, 2022

Ref: **Purchase of Police Vehicles**

In December of 2021, a police officer was involved in a traffic accident that resulted in the vehicle sustaining major damage. Our insurance provider TML, has determined the vehicle is a total loss.

There is a shortage of police vehicles that are available to purchase. We were able to locate 3 2022 Chevrolet Tahoe PPVs from Caldwell Chevrolet. 1 of the vehicles will be a direct replacement for the wrecked vehicle. The other 2 will be assigned to me and Capt. Markasky, the Operations Commander. The vehicles will be equipped with emergency equipment normally associated with police vehicles.

The replacement patrol vehicle and equipment, including installation is \$53,920. The patrol vehicle will require the graphics package once received. The costs for the 2 vehicles assigned to administration are \$124,104. The total purchase of the vehicles from Caldwell Chevrolet is \$178,024.

The vehicles are part of the Buy Board cooperative purchasing agreements. Contract # 601-19.

CALDWELL COUNTRY CHEVROLET

800 HWY. 21 E. CALDWELL, TEXAS 77836

BUYBOARD BID 601-19

End User: CITY OF JACKSONVILLE, TX PD
 Contact: CARLO DIGANCI
 Phone/email: CARLO@CAPFLEET.COM
 Product Description: 22 TAHOE PPV 2WD (bailment)

Caldwell Rep: BILLY HUGHES QUOTE #CC200320
 Phone: _____
 Date: Monday, January 31, 2022
 email: billy@caldwellcountry.com

A. Bid Series: 31A. Base Price: \$ 38,750.00

B. Published Options [Itemize each below]

Code	Options	Bid Price	Code	Options	Bid Price
CC10706	TAHOE PPV 2WD	INCL		CRUISE CONTROL	INCL
	5.3L ECOTEC V8	INCL		POWER WINDOWS & LOCKS	INCL
	10 SPEED AUTO TRANS	INCL		HD REAR VISION CAMERA	INCL
VK3	FRONT LICENSE KIT	INCL		AC & HEAT; AM/FM RADIO	INCL
9C1	POLICE PACKAGE VEHICLE	INCL			
6J7	FLASHER SYSTEM	INCL			
7X3	SPOTLIGHT LEFT HAND	INCL			
RC1	SKID PLATE FRONT	INCL			

Total of B. Published Options: \$ -

C. Unpublished Options [Itemize each below, not to exceed 25%]

\$= 0.0 %

Options	Bid Price	Options	Bid Price
Prices/Quotes are valid for 30 days due to supply chain constraints. Reverify pricing prior to issuing a PO. Commodity surcharges may apply after a PO is issued.		GBA - BLACK	COLOR
		H1T - JET BLACK TRIM	COLOR
		*due to semiconductor supply shortages, feature availability will change throughout the model year.	
Total of C. Unpublished Options:			\$ <u>-</u>

D.	Registration, Inspection, Paperwork, Postage cost, Courthouse time, & Runner time:	\$ <u>150.00</u>
E.	UPFITTERS: CAPFLEET UPFITTERS : CAPQ103859	\$ <u>14,620.00</u>
F.	Manufacturer Destination/Delivery:	
G.	Floor Plan Interest (for in-stock and/or equipped vehicles):	\$ <u>-</u>
H.	Contract Price Adjustment:	\$ <u>-</u>
I.	Additional Delivery Charge: <u>0</u> miles INCLUDED	\$ <u>-</u>
J.	Subtotal:	\$ <u>53,520.00</u>
K.	Quantity Ordered <u>1</u> x K =	\$ <u>53,520.00</u>
L.	Trade in:	
M.	BUYBOARD FEE PER PURCHASE ORDER	\$ <u>400.00</u>
N.	TOTAL PURCHASE PRICE WITH BUYBOARD FEE	\$ <u>53,920.00</u>

**PRICES ARE GOOD FOR 30 DAYS. PLEASE UPDATE PRICING PRIOR TO ISSUING PO IF PO NOT RECEIVED WITHIN 30 DAYS.

Quote

Date 1/28/2022
Quote # CAPQ-103859



CAP FLEET

2603 Taylors Valley Road
Belton, TX 76513
Office 254-773-1959

Name / Address Jacksonville PD 210 W Larissa St, Jacksonville, Texas 75766 United States
--

Ship To: STEVEN MARKASKY Jacksonville PD 210 W Larissa St, Jacksonville, Texas 75766 United

Salesperson:	Carlo Di Ganci
Email:	Joe.Williams@jacksonvilletx.org
Contact Name:	Joe Williams

Year:	2022
Make:	Chevrolet
Model:	TAHOE PPV

Job Description: BUILD AND INSTALL BAILMENT PATROL

Quote Summary

Per Vehicle Subtotal	\$14,620.00
Per Vehicle Tax	\$0.00
Per Vehicle Total	\$14,620.00

Vehicles Quoted 1

Grand Total \$14,620.00

****PRICES ARE VALID FOR 30 DAYS BUT ARE SUBJECT TO CHANGE DUE TO SUPPLY CHAIN CHALLENGES.
REVERIFY PRICING BEFORE ISSUING A PURCHASE ORDER. COMMODITY SURCHARGES MAY APPLY AFTER PO IS ISSUED****

I hereby authorize the install work therein set forth to be done by CAP Fleet Upfitters, together with the furnishing by CAP Fleet Upfitters of the necessary parts and other material for such install and agree that CAP Fleet Upfitters is not responsible for any delays caused by unavailability or delayed availability of parts or material for any reason; that CAP Fleet Upfitters neither assumes or authorizes any other person to assume for CAP Fleet Upfitters any liability in connection with such install; that CAP Fleet Upfitters shall not be responsible for loss or damage to the above vehicle, or articles left therein; in case of fire, theft, any Act of God, or other cause beyond CAP Fleet Upfitters control; that CAP Fleet Upfitters employees may operate the above vehicle on streets, highways, or elsewhere for the purpose of testing and/or inspecting such vehicle.

WWW.CAPFLEET.COM

QUOTES ARE GOOD FOR 30 DAYS.

PLEASE SIGN BELOW IF ALL ITEMS & QUANTITIES ARE APPROVED.

X _____ Date: / /

Quote

Date 1/28/2022
Quote # CAPQ-103859



CAP FLEET

2603 Taylors Valley Road
Belton, TX 76513
Office 254-773-1959

QTY	Part #	Part Details	Unit Price	Total
1		Notes: WILL NEED DRIVER LED SPOTLIGHT	\$0.00	\$0.00
CONSOLE/MDT				
1	C-VSW-1012-TAH	12.5" Wide High Angled 22" Vehicle Specific Console for 2021 Chevrolet Tahoe Police Pursuit Vehicle	\$612.00	\$612.00
2	C-MCB	Mic clip bracket	\$12.00	\$24.00
2	MMBP	MAGNETIC MIC KIT	\$35.00	\$70.00
1	C-EB40-CCS-1P	1-PIECE EQUIPMENT MOUNTING BRACKET, 4" MOUNTING SPACE, FITS WHELEN CENCOM, CCSRN, CCSRNTA, MPC03 Location/Order : Console 1 / 4	\$0.00	\$0.00
1	C-FP-25	2-1/2" Filler Plate Location/Order : Console 1 / 3	\$0.00	\$0.00
1	C-LP2-PS1-USB	Two Lighter Plug, One Dual USB Port Location/Order : Console 1 / 2	\$93.00	\$93.00
1	C-FP-2	2" Filler Plate Location/Order : Console 1 / 1	\$0.00	\$0.00
1	CUP2-1001	Self-Adjusting Double Cup Holder Location/Order : Console 2 / 1	\$48.00	\$48.00
1	C-ARM-102	Side mount armrest	\$56.00	\$56.00
1	C-AP-0625	6" accessory pocket, 2.5" deep Location/Order : Console 2 / 3	\$47.00	\$47.00
1	C-FP-2	2" Filler Plate Location/Order : Console 2 / 2	\$0.00	\$0.00
1	C-APW-1258	12" ACCESSORY POCKET, 5.8" DEEP FOR 3.3" W SECTION OF WIDE CONSOLES	\$40.00	\$40.00
1	C-FPW-5	5" FILLER PLATE FOR WIDE VSW CONSOLES	\$7.00	\$7.00
EMERGENCY LIGHTING				
2	I3JC	TRIO ION R/B W/ WHT OVERRIDE Wiring Instructions : WIRE TRIO W/ OVERRIDE Mounting Location : LC - PB LIGHT CHANNEL Notes: WHITE TAKEDOWN	\$122.00	\$244.00
1	I3JC	TRIO ION R/B W/ WHT OVERRIDE Wiring Instructions : WIRE TRIO W/ OVERRIDE Mounting Location : PB11 - DS SIDE Notes: WHITE ALLEY	\$122.00	\$122.00
1	I3JC	TRIO ION R/B W/ WHT OVERRIDE Wiring Instructions : WIRE TRIO W/ OVERRIDE Mounting Location : PB22 - PS SIDE Notes: WHITE ALLEY	\$122.00	\$122.00
2	I3JC	TRIO ION R/B W/ WHT OVERRIDE Mounting Location : LP - ON BRACKET	\$122.00	\$244.00
1	IONBKT1	ION LICENSE PLATE BKT HORIZ.	\$22.00	\$22.00
1	TADF6	6-LT 500 SERIES DUO-COLOR T/A Mounting Location : RG1 - HIGH CENTER	\$1,049.00	\$1,049.00

Quote

Date 1/28/2022
Quote # CAPQ-103859



CAP FLEET

2603 Taylors Valley Road
Belton, TX 76513
Office 254-773-1959

QTY	Part #	Part Details	Unit Price	Total
1	TDP33000	Six or Eight DUO Super-LED® Modules Red/Blue	\$0.00	\$0.00
1	DBKT4	DOMINATOR ANGLE MOUNT BRACKET	\$16.00	\$16.00
1	I3JC	TRIO ION R/B W/ WHT OVERRIDE Mounting Location : RQGL1 - REAR QTR GLASS -DS- LOW	\$122.00	\$122.00
1	I3JC	TRIO ION R/B W/ WHT OVERRIDE Mounting Location : RQGL2 - REAR QTR GLASS -PS - LOW	\$122.00	\$122.00
1	ENT2B3D	Intersector Under Mirror/Surface Mount Light w/ 4-Wedges, 18 LEDs, Dual Color - Red/White Mounting Location : MIR3 - UNDER MIRROR BODY MT	\$188.00	\$188.00
1	ENT2B3E	INTERSECTOR UNDER MIRROR MOUNT LIGHT, 9-32 VDC, W/4-WEDGES, MOUNTING GASKET & HARDWARE, 16 LEDS, DUAL COLOR - BLUE/WHITE Mounting Location : MIR3 - UNDER MIRROR BODY MT	\$188.00	\$188.00
1	LGYS54CORE-DE	54" DUO LEGACY FULLY POPULATED W/SMOKED LENSES (DRIVER SIDE RED/WHITE FRONT; RED/AMBER REAR; PASSENGER SIDE BLUE/WHITE FRONT; BLUE/AMBER REAR); C399 CORE SIREN; CEM16 EXPANSION MODULE; CV2V SYNC; C399K*; SA315U SPEAKER; SAK*; STPKT*	\$2,695.00	\$2,695.00
1	SA315U	SA315U SPEAKER, BLACK PLASTIC	\$0.00	\$0.00
1	EB2SP3JX	54" LEGACY DUO WECAN X LIGHTBAR (SMOKED) FULLY POPULATED	\$0.00	\$0.00
1	C399	CENCOM CORE WCX CONTROL CENTER	\$0.00	\$0.00
1	CEM16	WECANX 16 OUTPUT EXPANSION MOD	\$0.00	\$0.00
1	CV2V	VEHICLE TO-VEHICLE SYNC MODULE	\$0.00	\$0.00
1	STPKT101	Silverado 1500/Tahoe - Strap Kit	\$0.00	\$0.00
1	C399K6	OBD II CANPORT KIT TAHOE/SUB 2021+	\$0.00	\$0.00
1	SAK70	Whelen Driver/Passenger Speaker Mount 2021 Tahoe	\$0.00	\$0.00
1	CCTL7	WECANX 21 BUTTON/SLIDE CTRL HD	\$0.00	\$0.00
1	CEM16	WECANX 16 OUTPUT EXPANSION MOD	\$146.00	\$146.00
EXTERIOR				
1	5168-F	PUSH BUMPER LR SERIES 2021 CHEVY TAHOE LIGHT READY -FLAT FINISH	\$378.00	\$378.00
1	2L61-M1B	LR MASK FOR USE ON LR PUSH BUMPER ONLY 2-LIGHT MASK PLATE (WHELEN ION) W/INTERSECTION BRACKETS	\$35.00	\$35.00
OTHER				
1	LABOR	LABOR Notes: PRE WIRE FOR PARTITION MOUNTED GUN RACK	\$65.00	\$65.00
1	DELIVERY	DELIVERY CHARGE	\$350.00	\$350.00
PRISONER TRANSPORT EQUIPMENT				
1	475-1743	REPLACEMENT BIO SEAT SYSTEM; GM/CHEVY TAHOE 2021+	\$1,014.00	\$1,014.00
1	475-1677	UDRH - HIGH SECURITY/HIGH VISIBILITY WINDOW (INCLUDES CENTER HSEP ONLY); GM/CHEVY TAHOE 2021+	\$753.00	\$753.00
1	475-1679	HSEP - 2P (VP9 UDRH); GM/CHEVY TAHOE 2021+	\$109.00	\$109.00
1	475-1718	WINDOW ARMOR (BAR STYLE) FOR USE WITH OEM/ABS DOOR PANELS; GM/CHEVY TAHOE 2021+	\$251.00	\$251.00

Quote

Date 1/28/2022
Quote # CAPQ-103859



CAP FLEET

2603 Taylors Valley Road
Belton, TX 76513
Office 254-773-1959

QTY	Part #	Description	Price
1	SHIPPING	SHIPPING	\$508.00
1	LABOR	LABOR	\$3,515.00
1	WIRING HARNESS	WIRING HARNESS	\$370.00
1	PDKIT	POWER DISTRIBUTION KIT	\$50.00
1	DISPOSAL	DISPOSAL FEE (FOR OEM PARTS NOT PICKED UP ON DELIVERY)	\$100.00
1	PROGFEE	PROGRAMMING FEE	\$200.00
1	INSPECT	ALL CAP FLEET INSPECTIONS COME WITH AN AGENCY LIMITED LIFETIME WARRANTY	\$100.00
1	DEALER	DEALER PREP	\$125.00
1	SHOP SUPPLIES	SHOP SUPPLIES	\$195.00
1	TINT1	TINT, ALL WINDOWS, LEGAL	\$225.00

QTY	Make	Model	Used
1	Stalker	TBD	☐
1	WatchGuard Video	4RE	☐

BUYBOARD BID 601-19

Caldwell Rep: BILLY HUGHES QUOTE #CC200321
Phone: _____
Date: Monday, January 31, 2022
email: billy@caldwellcountry.com

A. Base Price:	\$ 38,750.00
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B. Published Options [Itemize each below]					
Code	Options	Bid Price	Code	Options	Bid Price
CC10706	TAHOE PPV 2WD	INCL		CRUISE CONTROL	INCL
	5.3L ECOTEC V8	INCL		POWER WINDOWS & LOCKS	INCL
	10 SPEED AUTO TRANS	INCL		HD REAR VISION CAMERA	INCL
VK3	FRONT LICENSE KIT	INCL		AC & HEAT; AM/FM RADIO	INCL
9C1	POLICE PACKAGE VEHICLE	INCL			
6J7	FLASHER SYSTEM	INCL			
7X3	SPOTLIGHT LEFT HAND	INCL			
RC1	SKID PLATE FRONT	INCL			
Total of B. Published Options:					\$ -

Total of B. Published Options: \$ -

S= 0.0 %

Options		Bid Price	Options	Bid Price
Prices/Quotes are valid for 30 days due to supply chain constraints. Reverify pricing prior to issuing a PO. Commodity surcharges may apply after a PO is issued.			GBA - BLACK	COLOR
			HIT - JET BLACK TRIM	COLOR
			*due to semiconductor supply shortages, feature availability will change throughout the model year.	
			Total of C. Unpublished Options:	\$ -

N.	TOTAL PURCHASE PRICE WITH BUYBOARD FEE	\$ 124,104.00
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Page 83 of 256

Quote

Date 1/28/2022
Quote # CAPQ-103860



CAP FLEET

2603 Taylors Valley Road
Belton, TX 76513
Office 254-773-1959

Name / Address Jacksonville PD 210 W Larissa St, Jacksonville, Texas 75766 United States
--

Ship To: STEVEN MARKASKY Jacksonville PD 210 W Larissa St, Jacksonville, Texas 75766 United

Salesperson:	Carlo Di Ganci
Email:	Joe.Williams@jacksonvilletx.org
Contact Name:	Joe Williams

Year:	2022
Make:	Chevrolet
Model:	TAHOE PPV

Job Description: BUILD AND INSTALL BAILMENT ADMIN

Quote Summary

Per Vehicle Subtotal	\$23,152.00
Per Vehicle Tax	\$0.00
Per Vehicle Total	\$23,152.00

# Vehicles Quoted	2
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Grand Total	\$46,304.00
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****PRICES ARE VALID FOR 30 DAYS BUT ARE SUBJECT TO CHANGE DUE TO SUPPLY CHAIN CHALLENGES.
REVERIFY PRICING BEFORE ISSUING A PURCHASE ORDER. COMMODITY SURCHARGES MAY APPLY AFTER PO IS ISSUED****

I hereby authorize the install work therein set forth to be done by CAP Fleet Upfitters, together with the furnishing by CAP Fleet Upfitters of the necessary parts and other material for such install and agree that CAP Fleet Upfitters is not responsible for any delays caused by unavailability or delayed availability of parts or material for any reason; that CAP Fleet Upfitters neither assumes or authorizes any other person to assume for CAP Fleet Upfitters any liability in connection with such install; that CAP Fleet Upfitters shall not be responsible for loss or damage to the above vehicle, or articles left therein; in case of fire, theft, any Act of God, or other cause beyond CAP Fleet Upfitters control; that CAP Fleet Upfitters employees may operate the above vehicle on streets, highways, or elsewhere for the purpose of testing and/or inspecting such vehicle.

WWW.CAPFLEET.COM

QUOTES ARE GOOD FOR 30 DAYS.

PLEASE SIGN BELOW IF ALL ITEMS & QUANTITIES ARE APPROVED.

X _____ Date: / /

Quote

Date 1/28/2022
Quote # CAPQ-103860



CAP FLEET

2603 Taylors Valley Road
Belton, TX 76513
Office 254-773-1959

QTY	Part #	Part Details	Unit Price	Total
1		Notes: WILL NEED DRIVER LED SPOTLIGHT	\$0.00	\$0.00
CONSOLE/MDT				
1	C-VSW-1012-TAH	12.5" Wide High Angled 22" Vehicle Specific Console for 2021 Chevrolet Tahoe Police Pursuit Vehicle	\$612.00	\$612.00
2	C-MCB	Mic clip bracket	\$12.00	\$24.00
2	MMBP	MAGNETIC MIC KIT	\$35.00	\$70.00
1	C-EB40-CCS-1P	1-PIECE EQUIPMENT MOUNTING BRACKET, 4" MOUNTING SPACE, FITS WHELEN GENCOM,CCSRN,CCSRNTA,MPC03 Location/Order : Console 1 / 4	\$0.00	\$0.00
1	C-FP-25	2-1/2" Filler Plate Location/Order : Console 1 / 3	\$0.00	\$0.00
1	C-LP2-PS1-USB	Two Lighter Plug, One Dual USB Port Location/Order : Console 1 / 2	\$93.00	\$93.00
1	C-FP-2	2" Filler Plate Location/Order : Console 1 / 1	\$0.00	\$0.00
1	CUP2-1001	Self-Adjusting Double Cup Holder Location/Order : Console 2 / 1	\$48.00	\$48.00
1	C-ARM-102	Side mount armrest	\$56.00	\$56.00
1	C-AP-0625	6" accessory pocket, 2.5" deep Location/Order : Console 2 / 3	\$47.00	\$47.00
1	C-FP-2	2" Filler Plate Location/Order : Console 2 / 2	\$0.00	\$0.00
1	C-APW-1258	12" ACCESSORY POCKET, 5.8" DEEP FOR 3.3" W SECTION OF WIDE CONSOLES	\$40.00	\$40.00
1	C-FPW-5	5" FILLER PLATE FOR WIDE VSW CONSOLES	\$0.00	\$0.00
ELECTRONICS				
1	357688	1000 WATT INVERTER SAM-1000-12 Mounting Location : O - OTHER - SEE NOTES Notes: MOUNT ON COMMAND BOX	\$121.00	\$121.00
1	IV-BND-V3-PX-10	4RE (V300 Integration Ready), Standard DVR with HD Panoramic Front Camera, Cabin Camera, V300 WiFi Base and Smart PoE Switch.V300 sold separately.	\$6,250.00	\$6,250.00
1	BW-V30-10	V300, WiFi/Bluetooth Wearable Camera, with Magnetic Chest Mount	\$0.00	\$0.00
1	WGA00640-KIT1	V300 BASE ASSEMBLY, USB DESKTOP DOCK	\$0.00	\$0.00
1	IV-ACK-WF-CP-DM	MikroTik Configured Wireless Kit, 802.11n, Drill Mount ? MikroTik Configured Wireless Kit, 4RE In-Car 802.11n ? Radio, Antenna, PoE, 2-10' Ethernet Cables ? Drill Mount	\$0.00	\$0.00
1	WGW00300-003	Warranty, V300 3 Year, No-Fault	\$0.00	\$0.00
1	WGP02400-510	Evidence Library, 4RE Annual Device License & Support Fee	\$0.00	\$0.00
1	WGP02400-520	Evidence Library, VISTA/V300 Annual Device License & Support	\$0.00	\$0.00

Quote

Date 1/28/2022
Quote # CAPQ-103860



CAP FLEET

2603 Taylors Valley Road
Belton, TX 76513
Office 254-773-1959

QTY	Part #	Part Details	Unit Price	Total
EMERGENCY LIGHTING				
4	XI3JC	TRIO ION R/B WHT OVERRIDE SMK Wiring Instructions : WIRE TRIO W/ OVERRIDE Mounting Location : LC - PB LIGHT CHANNEL Notes: WHITE TAKEDOWN	\$128.00	\$512.00
2	XI3JC	TRIO ION R/B WHT OVERRIDE SMK Mounting Location : LP - ON BRACKET	\$128.00	\$256.00
2	IONBKT1	ION LICENSE PLATE BKT HORIZ.	\$22.00	\$44.00
2	TLI2J	ION T-SERIES LINEAR DUO R/B Mounting Location : LG3 - LIFTGATE - ON INSIDE Notes: VISIBLE WHEN OPEN TO TRAFFIC	\$99.00	\$198.00
1	I3JC	TRIO ION R/B W/ WHT OVERRIDE Mounting Location : RQGL1 - REAR QTR GLASS -DS- LOW	\$122.00	\$122.00
1	I3JC	TRIO ION R/B W/ WHT OVERRIDE Mounting Location : RQGL2 - REAR QTR GLASS - PS - LOW	\$122.00	\$122.00
1	60CREGCS	12V WHT/RED 6" COMPARTMENT LT Mounting Location : LG3 - LIFTGATE - ON INSIDE Notes: USED AS A DOME LIGHT WHEN LIFTGATE OPEN	\$129.00	\$129.00
2	VTX9J	VERTEX SUPER-LED DUO BLUE/RED Mounting Location : T - TAILLIGHTS	\$77.00	\$154.00
2	ENT2B3J	INTERSECTOR UNDER MIRROR/SURFACE MOUNT LIGHT W/IN LINE FLASHER, 3 WEDGES, 18 LEDS, R/B Mounting Location : MIR3 - UNDER MIRROR BODY MT	\$188.00	\$376.00
1	TLI2D	ION T-SERIES LINEAR DUO R/W Mounting Location : RB1 - RUNNING BOARDS Notes: DRIVER SIDE FRONT	\$99.00	\$99.00
1	TLI2D	ION T-SERIES LINEAR DUO R/W Mounting Location : RB1 - RUNNING BOARDS Notes: PASSENGER SIDE REAR	\$99.00	\$99.00
1	TLI2E	ION T-SERIES LINEAR DUO B/W Mounting Location : RB1 - RUNNING BOARDS Notes: DRIVER SIDE REAR	\$99.00	\$99.00
1	TLI2E	ION T-SERIES LINEAR DUO B/W Mounting Location : RB1 - RUNNING BOARDS Notes: PASSENGER SIDE FRONT	\$99.00	\$99.00
4	TIONBKT1	ION T-SERIES UNIVERSAL MOUNT	\$9.00	\$36.00
1	IED54CORE-DE	INNER EDGE DUO - 2021 CHEVY TAHOE (DRIVER SIDE RED/WHITE; PASSENGER SIDE BLUE/WHITE); C399 CORE SIREN; C399K*; SA315U SPEAKER; SAK*	\$2,095.00	\$2,095.00
1	SA315U	SA315U SPEAKER, BLACK PLASTIC Mounting Location : G1 - GRILLE - ON	\$0.00	\$0.00
1	B5FW54X-BSSP2XJW	12 LIGHT FRONT INNER EDGE, DUO 6 RED/WHITE DRIVER/6 BLUE/WHITE PASSENGER, CHEVY TAHOE 2021	\$0.00	\$0.00
1	C399	CENCOM CORE WCX CONTROL CENTER	\$0.00	\$0.00
1	SAK1	SA-315 MOUNT KIT UNIVERSAL	\$0.00	\$0.00
1	CCTL7	WECANX 21 BUTTON/SLIDE CTRL HD	\$0.00	\$0.00

Quote

Date 1/28/2022
Quote # CAPQ-103860



CAP FLEET

2603 Taylors Valley Road
Belton, TX 76513
Office 254-773-1959

QTY	Part #	Part Details	Unit Price	Total
1	C399K6	OBD II CANPORT KIT TAHOE/SUB 2021+	\$0.00	\$0.00
1	BS548-BSSP28JA	8 LIGHT REAR TRAY, DUO 4 RED/AMBER DRIVER/4 BLUE/AMBER PASSENGER, CHEVY TAHOE 2021	\$694.00	\$694.00
3	CEM16	WECANX 16 OUTPUT EXPANSION MOD	\$146.00	\$438.00
EXTERIOR				
1	5168-F	PUSH BUMPER LR SERIES 2021 CHEVY TAHOE LIGHT READY -FLAT FINISH	\$378.00	\$378.00
1	4L61-M1B	4-Light Mask Plate (Whelen ION) W/Intersection Brackets	\$51.00	\$51.00
OTHER				
1	DELIVERY	DELIVERY CHARGE	\$350.00	\$350.00
STORAGE				
1	C-CHTAHN5-21C-TR	TRUCK VAULT Tahoe Chief LX CC 3rd Seat Removed Vehicle Year: 2021 3rd Seat Removed Top Drawer Locks: Black T-Handle Bottom Dwr Lock: Push Button w/Key Override Black Composite Drawer Fronts Exterior Carpet: Black Interior Carpet: Cinder 2 Long Dividers For The Bottom Drawer Magnetic Dry Erase Map Board	\$3,800.00	\$3,800.00

QTY	Part #	Description	Price
1	SHIPPING	SHIPPING	\$455.00
1	LABOR	LABOR	\$3,820.00
1	TINT1	TINT, ALL WINDOWS, LEGAL	\$225.00
1	SHOP SUPPLIES	SHOP SUPPLIES	\$195.00
1	WIRING HARNESS	WIRING HARNESS	\$370.00
1	DISPOSAL	DISPOSAL FEE (FOR OEM PARTS NOT PICKED UP ON DELIVERY)	\$100.00
1	PDKIT	POWER DISTRIBUTION KIT	\$50.00
1	PROGFEE	PROGRAMMING FEE	\$200.00
1	INSPECT	ALL CAP FLEET INSPECTIONS COME WITH AN AGENCY LIMITED LIFETIME WARRANTY	\$100.00
1	DEALER	DEALER PREP	\$125.00



Jacksonville City Council

AGENDA ITEM REPORT

AGENDA DATE:	<u>2/8/2022</u>	ITEM NUMBER:	<u>9.</u>
DEPARTMENT:	<u>Administration</u>	PREPARED BY:	<u>Greg Lowe, City Secretary</u>
INITIATED BY:	<u>James Hubbard, CITY MANAGER</u>	EXHIBITS:	<u>SUP - Request withdrawn</u>

EXECUTIVE SUMMARY:

The applicant has officially withdrawn their application for the special use permit. During the January meeting, motion leaving the hearing open for February's meeting was made and passed. Since the hearing is still open, it will need to be closed.

RECOMMENDED ACTION:

No action. The mayor will just close the meeting.

BID AND AWARD:

BUDGET DATA:

BUDGET JUSTIFICATION:

BACKGROUND:**POLICY/GOAL CONSIDERATION:****LEGAL:**

The hearing needs to be formally closed.

From: [Chris Silvey](#)
To: [James Hubbard](#)
Subject: Fw: Verizon Site on Tena Road - City Council hearing - Withdrawal
Date: Friday, February 4, 2022 9:39:24 AM

From: Vincent Huebinger <VinceH@vincentgerard.com>
Sent: Tuesday, February 1, 2022 3:54 PM
To: Chris Silvey <chris.silvey@jacksonvilletx.org>
Cc: [REDACTED]
[REDACTED]
Subject: RE: Verizon Site on Tena Road - City Council hearing - Withdrawal

CAUTION: This email originated from outside of the organization. **Do not click links** or open attachments unless you recognize the sender and know the content is safe.

Hi Chris, I just left you a voice mail. We just received notice from Crown Castle, current tower owner adjacent to our church landowner at 321 E. Tena Street, that space and adequate height is available on their self-support tower. The terms are not as good as the church lease but acceptable to Verizon Real estate Director, Mr. Lucas Conder. We therefore would like to formally withdraw our zoning case for 321 E. Tena Street for Verizon Wireless and the Landowner, Alto Community Fellowship Church. Let us know if this email is sufficient for a formal withdrawal.

If there are any special zoning requirements for a Building permit on a colocation for Verizon equipment and antenna install on the existing Crown tower, outside a standard commercial building permit, please let us know as soon as possible. Thanks

Vincent G. Huebinger

Vincent Gerard & Assoc. Inc
1715 S. Capital Texas Hwy, Suite 207
Austin, Texas 78746
[512 328-2693](tel:5123282693) (O) [512 423-0853](tel:5124230853) (M)

From: Chris Silvey <chris.silvey@jacksonvilletx.org>
Sent: Tuesday, December 28, 2021 8:56 AM
To: Vincent Huebinger <VinceH@vincentgerard.com>
Subject: RE: Verizon Site on Tena Road - City Council hearing

Unless you wish to formally withdraw the application (start the process over), this item, to include the public hearing, will remain on the January 11 City Council meeting agenda. Per the posted notice, the City Council may open the public hearing and may consider tabling the item to the February meeting date. By following this procedure, it will not be necessary to notice the project again.



Jacksonville City Council

AGENDA ITEM REPORT

AGENDA DATE:	<u>2/8/2022</u>	ITEM NUMBER:	<u>10.</u>
DEPARTMENT:	<u>Administration</u>	PREPARED BY:	<u>Kristie Marks,</u> <u>ADMINISTRATIVE ASSISTANT</u>
INITIATED BY:	<u>Greg Lowe, City Secretary</u>	EXHIBITS:	<u>600 College Packet, 1.18.22</u> <u>Minutes, Ordinance Zone Change</u> <u>600 College Ave.</u>

EXECUTIVE SUMMARY:

Jack Webb, owner of Texas Ruby Properties, submitted an application for a zone change. The track of land is currently zoned under "P - Planned Development" by Lon Morris. The four-unit apartment which used to be the Cooper House Dormitory recently came up for sale. Mr Webb plans to have it turned back into apartments.

RECOMMENDED ACTION:

Staff recommends approval of the zone change from "P - Planned Development" to "C - Multi-Family Low Density"

BID AND AWARD:

BUDGET DATA:

BUDGET JUSTIFICATION:

BACKGROUND:**POLICY/GOAL CONSIDERATION:****LEGAL:**



CITY OF JACKSONVILLE
1220 S Bolton St., Jacksonville, TX 75766
Phone: 903-589-3510 customerservice@jacksonvilletx.org
Call or email for Inspection

ZONE CHANGE PERMIT

PERMIT #: 440

Date Issued: 12/22/2021

JOB ADDRESS: 600 College Avenue

Issued By: jkv.kmarks

Description of Work: ZONE CHANGE

Parcel No:
Subdivision:
Zoning:

Building Valuation:

Occupancy	Type	Factor	Sq Feet	Valuation
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TOTALS

Owner: Texas Ruby Properties
PO BOX 117
Jacksonville TX 75766

Owner Phone:

Contractor: Texas Ruby Properties
PO BOX 117
Jacksonville TX 75766

Email:
Phone:
Business Lic:

FEE CODE	QTY	DESCRIPTION	AMOUNT
BOA/PZ		BOARD OF ADJ/APPEALS/CODES/ZONING	\$ 75.00
TOTAL			\$ 75.00

This permit is non-transferable and expires 180 days from issue if work has not commenced, or if construction ceases for a period of 180 days. The undersigned applicant acknowledges that he is responsible for calling for each inspection required for this project before beginning the next phase of construction. THIS INCLUDES A FINAL INSPECTION FOR ALL TYPES OF CONSTRUCTION. Permission is hereby given to commence the above described work, according to the conditions hereon and in accordance with the approved plans and specifications pertaining thereto. The permit or approval granted hereby, or any inspections conducted on the site hereafter, shall not be construed as authorizing any activity in violation of any applicable City of Jacksonville ordinances, federal or state law or regulation, including but not limited to the federal Endangered Species Act and its regulations and the Americans with Disabilities Act. City staff may advise the applicant of issues regarding State and Federal laws that the City staff member believes would be helpful to the applicant, but any such advice or comment is not a determination or interpretation of Federal or State law or regulation.

All commercial dumpsters must be provided by Republic per City Ordinance. (800) 678-7274

Signature: Chris Silvey

Date: 12-22-21

CITY OF JACKSONVILLE
ZONING APPLICATION

PART I.

- A. Requesting: Please check the type of zoning you are requesting:
- ☒ General Zone Change (\$ 75.00) Non-refundable regardless of outcome
() Special Use Permit (\$ 75.00) Non-refundable regardless of outcome
() Temporary Use Permit (\$ 25.00) Non-refundable regardless of outcome

A General Zone Change is a request by an Applicant for a change in a designated Zoning District within the City limits of the City of Jacksonville to seek recommendation of the Planning & Zoning Commission for approval/denial of a request to change the designated Zoning to meet an applicant's specific request for use of their property. Recommendations are presented to the City Council for final approval. The process generally takes approximately 60-90 days. (REQUEST A COPY OF THE APPROVED USES OF ZONING DESIGNATIONS)

A Special Use Permit is a permit requested in a designated Zoning District that is not a permissible use of the Zoning District in which the special use permit is being sought. Each Zoning District has specific Special Use Permits, which are required to be submitted before the Planning and Zoning Commission. (Examples: Included, but not limited to: Daycare Centers, Bed & Breakfast, Churches, Public Parks, Playground, Public or Private School & etc.) (REQUEST A COPY OF THE APPROVED USED OF ZONING DESIGNATIONS)

A Temporary Use Permit is a request initiated by a property owner or his authorized agent by filing an application with the Planning and Zoning Commission. The application shall be accompanied by a site plan, drawn to scale, showing the location and arrangement of the proposed temporary use. A Temporary Use Permit is for temporary use of property for an event or action that is not to be construed as permanent. A Temporary Use Permit shall be considered by the Planning and Zoning Commission and City Council and shall include specific time limits. (Examples: included, but not limited to: Carnival, Circus, Temporary Skating Rink, Temporary Church Revival, Tent Revival, Amusement Development for temporary or seasonal periods of time.)

B. Applicant (s) Name and Address

Applicant (s): TEXAS RUBY PROPERTIES / JACK WEBB
Address: PO BOX 117
City and State: JACKSONVILLE, TX 75766
Telephone No. 903 284-1613

Description & Location of Property requested to be changed:

Lot, Block & Addition: LOT 1-2 BLK 187
Property Address/Location: 600 COLLEGE AVE.

Plat Page No (s): (If applicable): _____

PRESENT ZONING DESIGNATION	PROPOSED ZONING REQUEST
CLASSIFICATION: <u>PLANNED DEVELOP</u>	CLASSIFICATION: <u>C MULT-FAMILY LOW</u>
AREA (ACREAGE): <u>.3058</u> MTH	AREA (ACREAGE): <u>.3058</u> DENSITY.

C. REASON (S) FOR REQUEST (Please be specific):

UNUSED 2 NEW BUILT 4 UNIT APARTMENT IN APR 2012. CITY CHANGED
LMC ZONE TO PLANNED DEVELOPMENT. REQUEST MULTI-
FAMILY ZONING AS WAS PRIOR TO LMC AUCTION.

D. STATEMENT REGARDING RESTRICTIVE COVENANTS/DEED RESTRICTICTON:

I have searched all applicable records and, to my best knowledge and belief, there are no restriction covenants that apply to the property as described in Part I (B) which would be in conflict with this rezoning request.

CITY OF JACKSONVILLE
ZONING APPLICATION

NONE COPY ATTACHED
E. Attached hereto the sum of: 75⁰⁰ (\$ 75.00) Zone Change/Special Use Permit
(\$ 25.00) Temporary Use Permit

I do hereby understand that regardless of the outcome of this request, the processing fees stated above are non-refundable.

ALL REQUESTS FOR ZONING MUST INCLUDE THE FOLLOWING INFORMATION:

1. A site plan of all proposed uses on property under consideration to include but not limited to:
 - a. The zoning classification of all abutting zoning districts.
 - b. All public and private rights-of-way and easements bounding and intersecting the land under consideration.

Cherokee CAD**Property Search Results > 223118000 LON MORRIS
COLLEGE for Year 2021**

Tax Year 2021

Property**Account**

Property ID: 223118000 Legal Description: LOT 1 BLK 187 & 2 JACKSONVILLE
 Geographic ID: 146000-01870-0001000 Zoning:
 Type: Real Agent Code: 9812267
 Property Use Code:
 Property Use Description:

Location

Address: 600 COLLEGE AVE Mapsco:
 JACKSONVILLE, TX 75766
 Neighborhood: JA COMM AVE SECONDARY Map ID:
 Neighborhood CD: JCA-2

Owner

Name: LON MORRIS COLLEGE Owner ID: 401080
 Mailing Address: 800 COLLEGE AVENUE % Ownership: 100.000000000000%
 JACKSONVILLE, TX 75766
 Exemptions: EX-XJ

Values

(+) Improvement Homesite Value:	+	\$0	
(+) Improvement Non-Homesite Value:	+	\$258,450	
(+) Land Homesite Value:	+	\$0	
(+) Land Non-Homesite Value:	+	\$35,420	Ag / Timber Use Value
(+) Agricultural Market Valuation:	+	\$0	\$0
(+) Timber Market Valuation:	+	\$0	\$0
(=) Market Value:	=	\$293,870	
(-) Ag or Timber Use Value Reduction:	-	\$0	
(=) Appraised Value:	=	\$293,870	
(-) HS Cap:	-	\$0	
(=) Assessed Value:	=	\$293,870	

Taxing Jurisdiction

Owner: LON MORRIS COLLEGE
 % Ownership: 100.000000000000%
 Total Value: \$293,870

Entity	Description	Tax Rate	Appraised Value	Taxable Value	Estimated Tax
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37	CHEROKEE COUNTY	0.410000	\$293,870	\$0	\$0.00
46	JACKSONVILLE ISD	1.318400	\$293,870	\$0	\$0.00
CAD	Cherokee County Appraisal District	0.000000	\$293,870	\$0	\$0.00
JA	JACKSONVILLE CITY	0.689950	\$293,870	\$0	\$0.00
LR	LATERAL ROAD	0.170000	\$293,870	\$0	\$0.00
Total Tax Rate:		2.588350			

Taxes w/Current Exemptions: \$0.00

Taxes w/o Exemptions: \$7,606.38

Improvement / Building

Improvement #1: COMMERCIAL State Code: B2 Living Area: 2694.0 sqft Value: \$254,340

Type	Description	Class CD	Exterior Wall	Year Built	SQFT
LA	LIVING AREA	56DG		2009	2694.0
CA	CANOPY	85DG		2009	330.0
2	2ND STORY	2		2009	2694.0

Improvement #2: COMMERCIAL State Code: B2 Living Area: 3510.0 sqft Value: \$4,110

Type	Description	Class CD	Exterior Wall	Year Built	SQFT
LA	LIVING AREA	PA-C		2009	3510.0

Land

#	Type	Description	Acres	Sqft	Eff Front	Eff Depth	Market Value	Prod. Value
1	M_APTS	MUNICIPAL APARTMENTS	0.3058	13325.00	0.00	0.00	\$35,420	\$0

Roll Value History

Year	Improvements	Land Market	Ag Valuation	Appraised	HS Cap	Assessed
2022	N/A	N/A	N/A	N/A	N/A	N/A
2021	\$258,450	\$35,420	0	293,870	\$0	\$293,870
2020	\$258,450	\$16,460	0	274,910	\$0	\$274,910
2019	\$258,450	\$16,460	0	274,910	\$0	\$274,910
2018	\$269,920	\$16,460	0	286,380	\$0	\$286,380
2017	\$269,920	\$16,000	0	285,920	\$0	\$285,920
2016	\$269,920	\$15,110	0	285,030	\$0	\$285,030
2015	\$269,920	\$15,110	0	285,030	\$0	\$285,030
2014	\$269,920	\$26,780	0	296,700	\$0	\$296,700
2013	\$269,920	\$26,780	0	296,700	\$0	\$296,700
2012	\$208,880	\$5,170	0	214,050	\$0	\$214,050
2011	\$208,880	\$5,170	0	214,050	\$0	\$214,050
2010	\$208,880	\$7,610	0	216,490	\$0	\$216,490
2009	\$0	\$6,930	0	6,930	\$0	\$6,930
2008	\$0	\$6,930	0	6,930	\$0	\$6,930

Deed History (Last 3 Deed Transactions)

#	Deed Date	Type	Description	Grantor	Grantee	Volume	Page	Deed Number
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PLAT OF SURVEY
FOR AMEGY BANK AND OTHERS
SHOWING PART OF THE
DON THOMAS QUEVEDO THREE LEAGUE
GRANT A-44. CITY OF JACKSONVILLE
CHEROKEE COUNTY, TEXAS

SUNSET AVENUE

SUNSET AVENUE

WATER STREET

CREEK

WATER STREET

8.161 ACRES

BLOCK 197

BURLESON STREET

600 COLLEGE

M. L. EARLE'S MAP OF GREATER JACKSON
CABINET A. SLIDE 154B

TRACT 2, PARCELS A, B & C
J. P. HARRIS & SONS
VOLUME 350, PAGE 180

TRACT 2, PARCELS A, B & C
J. P. HARRIS & SONS
VOLUME 350, PAGE 180

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J. P. HARRIS & SONS
VOLUME 350, PAGE 180

COLLEGE AVENUE

DEVEREUX STREET

DEVEREUX STREET

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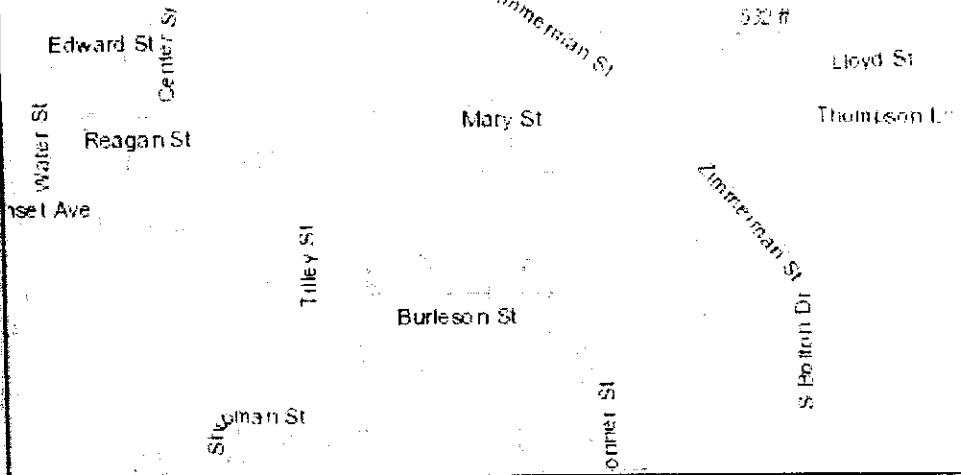
DEVEREUX STREET

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DEVEREUX STREET

DEVEREUX STREET

CHEROKEE CAD



ET AVE

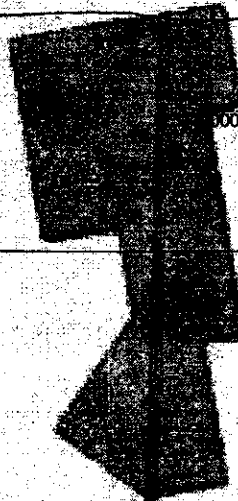
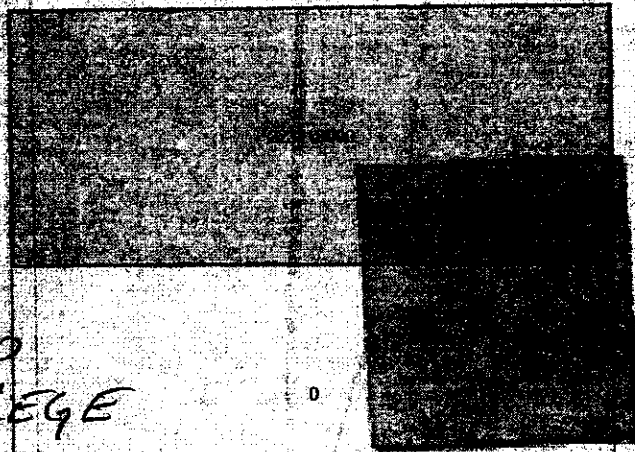
228

SUNSET

COLLEGE AVE

601

600
COLLEGE



10m
40ft

11X17 INC. (WWW.11X17.COM)
903-541-0100
P.O. BOX 117
JACKSONVILLE, TX 75766

88-2323/1119

5371

DATE 12-21-21

• DELIVER GENUINE CONFIDENCE
SPECIALTY GENUINE SECURITY



PAY TO
THE ORDER OF

CITY OF JACKSONVILLE TX \$ 75 ⁰⁰

DOLLARS

← Heat
Reactive
Ink

TEXAS BANK AND TRUST

2323 West Grande Boulevard • P.O. Box 6100
Tyler, Texas 75711 • 903-579-8100

MEMO

ZONE - GOOD COLLEGE

[Signature]

⑆111923238⑆ 5371 04 9907 21⑈

LOOK FOR FRAUD-DETECTING FEATURES INCLUDING THE SECURITY SQUARE AND HEAT-REACTIVE INK. DETAILS ON BACK.

Zone Change Request

Jack Webb

 600 College Ave.



Sirena Brown
228 Sunset
Jacksonville, TX 75766

Texas Ruby Properties LLC
625 College Ave
Jacksonville, TX 75766

William Adcock
612 College Ave
Jacksonville, TX 75766

Mayra Martinez
607 Brown
Jacksonville, TX 75766

Richard East
506 College Ave
Jacksonville, TX 75766

Freddy Suarez
518-520 College Ave
Jacksonville, TX 75766

Wili A Lopez-Sanchez
601 Brown
Jacksonville, TX 75766

Marcela Romero
226 Sunset
Jacksonville, TX 75766

Patricia Jistel
624 College Ave
Jacksonville, TX 75766

Miles Wanda Pope Life Estate
608 Brown
Jacksonville, TX 75766

Richard East
510 College
Jacksonville, TX 75766

Richard East
506 College
Jacksonville, TX 75766

Roxie Ann Cross
602 Brown
Jacksonville, TX 75766

Glenn & Dianna Smith
224 Sunset
Jacksonville, TX 75766

Glenn & Dianna Smith
611 Brown
Jacksonville, TX 75766

Texas Ruby Properties LLC
PO BOX 117
Jacksonville, TX 75766

MARTINEZ MAYRA AND MA IRENE
TRUJILLO RAMIREZ
109 TUCKER LANE
JACKSONVILLE, TX 75766

SMITH GLENN L AND DIANNA
4144 CR 1405
JACKSONVILLE, TX 75766

MUNOZ TONY AND CANDACE CROW
623 BROWN ST
JACKSONVILLE, TX 75766

HOUSTON CAROL
611 PEBBLE BEACH DR
JACKSONVILLE, TX 75766

HOUSTON CAROL
608 BROWN ST
JACKSONVILLE, TX 75766

TYLER KALEN AND JONATHAN
4341 STATE HWY 135 N
JACKSONVILLE, TX 75766

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LOPER DAVID BARBER
624 BROWN
JACKSONVILLE, TX 75766

SUAREZ FREDDY
520 COLLEGE AVE
JACKSONVILLE, TX 75766

BROWN SIRENNA A
6226 NORTH WILBUR AVE.
PORTLAND, OR 97217

NADOSH LLC
100 KENTUCKY CT
BULLARD, TX 75757

NADOSH LLC
510 COLLEGE AVE
JACKSONVILLE, TX 75766

SMITH GLENN L AND DIANNA
4144 CR 1405
JACKSONVILLE, TX 75766

Sirena Brown
228 Sunset
Jacksonville, TX 75766

Texas Ruby Properties LLC
625 College Ave
Jacksonville, TX 75766

William Adcock
612 College Ave
Jacksonville, TX 75766

Mayra Martinez
607 Brown
Jacksonville, TX 75766

Richard East
506 College Ave
Jacksonville, TX 75766

Freddy Suarez
518-520 College Ave
Jacksonville, TX 75766

Wili A Lopez-Sanchez
601 Brown
Jacksonville, TX 75766

Marcela Romero
226 Sunset
Jacksonville, TX 75766

Patricia Jistel
624 College Ave
Jacksonville, TX 75766

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510 COLLEGE AVE
JACKSONVILLE, TX 75766

SMITH GLENN L AND DIANNA
4144 CR 1405
JACKSONVILLE, TX 75766

Property Identification #: 223118000

Property Information: 2022

Owner Identification #: 401080

Geo ID:
Situs 600 COLLEGE AVE JACKSONVILLE,
Address: TX 75766
Property Type: Real
State Code: B2

Legal Description:
LOT 1 BLK 187 & 2
JACKSONVILLE
Abstract: 146000
Neighborhood: JA COMM AVE SECONDARY
Appraised Value: N/A
Jurisdictions: 37, LR, 46, JA, CAD

Name: LON MORRIS COLLEGE
Exemptions: EX-XJ
DBA: Null



Cherokee CAD Map Search

This product is for informational purposes only and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries. The Cherokee County Appraisal District expressly disclaims any and all liability in connection herewith.

**JACKSONVILLE PLANNING AND ZONING BOARD MEETING
TUESDAY, JANUARY 18, 2022
JACKSONVILLE CITY HALL COUNCIL CHAMBERS
315 S. RAGSDALE
12:00 PM**

Meeting Items

CALL TO ORDER

Mr. Armstrong called the meeting to order at 12:04 PM.

PUBLIC HEARING

APPROVAL OF MINUTES

Mr. Calcote made a motion to approve the minutes as written. Mrs. McDonald seconded the motion. Vote to pass the minutes was unanimous.

REVIEW AND CONSIDER AN APPLICATION SUBMITTED FOR A REQUESTED ZONE CHANGE FROM "P - PLANNED DEVELOPMENT" TO "C - MULTI-FAMILY LOW DENSITY" LOCATED AT 600 COLLEGE AVENUE.

Mr. Silvey explained in detail to the board the item on the agenda. Mr. Silvey stated that the track of land is currently zoned under "P - Planned Development" from Lon Morris.

Mr. Armstrong opened the meeting up to the applicant or those in favor. Jack Webb, the applicant, was present. Mr. Webb stated that the four-unit apartment was the cooper house dormitory and he recently bought it from the previous owners. Mr. Webb stated he would like the zone changed to allow it to be turned back into apartments. Mr. Armstrong closed that portion of the meeting. Mr. Armstrong opened the meeting up to those in opposition. No one was present. Mr. Armstrong closed that portion of the meeting. Mr. Armstrong opened the board up for discussion. Mrs. McDonald stated it is a great use of the facility. Mr. Armstrong closed that portion of the meeting. Mrs. McDonald made a motion to approve the zone change as requested. Mrs. Stahelin seconded the motions. Mr. Armstrong asked for a vote. All members voted "aye". Motion carries.

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Mr. Silvey explained to the board in detail the item on the agenda. Mr. Armstrong opened the meeting up for the applicant or for those in favor. Mike McEwen, a representative for the applicant, was present. Mr. McEwen stated that the owners of the land are the apartment complex next door. Mr. McEwen stated that the property goes uphill and will offer nice views and will conform with the area of Southridge. Greg Gunthy, a homeowner to the south of the location, was present. Mr. Gunthy was neither in approval nor opposition. Mr. Gunthy stated that he was concerned due to the land being steep and a sand hill that it would cause flooding issues to his property and to Bealls Chapel Church as it previously did in the past when the apartments were built. Mr. McEwen replied he is in communication with the developer and would relay the concerns. Mr. Armstrong closed that portion of the meeting. Mr. Armstrong opened the meeting up to those in opposition. No one was present. Mr. Armstrong closed that portion of the meeting. Mr. Armstrong opened the board up for discussion. Mrs. Pavletich asked if anyone from the city would over see the construction. Mr. Silvey replied that an engineer would be overseeing the project, Mr. Calcote stated he remembers the issues from the past and believes we have learned from past mistakes. That the City can always use more housing. Mr. Armstrong closed that portion of the meeting. Mrs. McDonald made a motion to approve the zone change as requested. Mrs. Stahelin seconded the motion. Mr. Armstrong called for a vote. All members voted "aye". Motion carries.

REVIEW AND CONSIDER AN APPLICATION SUBMITTED FOR A SPECIAL USE PERMIT TO ALLOW FOR THE APPLICANT TO RESIDE AT THE LOCATION OF HER BUSINESS LOCATED AT 400 W LARISSA.

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CITIZEN PARTICIPATION

QUESTIONS, COMMENTS, DISCUSSION

ADJOURN

Mr. Armstrong adjourned the meeting at 12:25 PM.

ORDINANCE NO. 1613

AN ORDINANCE AMENDING THE ZONING ORDINANCE OF THE CITY OF JACKSONVILLE, TEXAS TO REZONE FROM ZONE "P" PLANNED DEVELOPMENT TO "C"-MULTI FAMILY LOW DENSITY, LOTS 1 - 2, BLOCK 187, 600 COLLEGE AVE., CITY OF JACKSONVILLE, TEXAS; TEXAS RUBY PROPERTIES/JACK WEBB, APPLICANT.

WHEREAS, the City Council of the City of Jacksonville, Texas desires to rezone from Zone "P"- Planned Development, to "C"- Multi Family Low Density, Lots 1-2, Block 187, 600 College Ave., City of Jacksonville, Texas, "Texas Ruby Properties/Jack Webb", Applicant.

WHEREAS, all notices and public hearings required in connection with the Zoning Amendment contained herein have been duly given and held in compliance with the Zoning Ordinance of the City of Jacksonville and State Law; and

WHEREAS, the Planning and Zoning Commission of the City of Jacksonville, Texas had heretofore received an application for that purpose and referred the same to the City Council with a favorable recommendation and report of said Zoning Commission; and

WHEREAS, the change of zoning classification hereinafter adopted for the subject property will promote the public health, peace, safety, and welfare and is consistent with the comprehensive plan of the City of Jacksonville, Texas.

THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF JACKSONVILLE, TEXAS AS FOLLOWS:

SECTION 1. That from and after the effective date of this ordinance, Lots 1-2, Block 187, 600 College Ave., City of Jacksonville, Texas is hereby rezoned from Zone "P"- Planned Development, to "C"- Multi Family Low Density

SECTION 2. That the City Council of the City of Jacksonville, Texas hereby determines that the proposed zone change will not:

- A. Substantially increase traffic hazards or congestion
- B. Substantially increase fire hazards
- C. Adversely affect the character of the neighborhood
- D. Adversely affect the general welfare of the community
- E. Overtax the public utilities

SECTION 3. It being deemed by the City Council that this ordinance will promote and preserve the public health, peace, safety and welfare, this ordinance shall become effective immediately after its passage, approval and publication according to law.

PASSED AND ADOPTED THIS THE 8th DAY OF FEBRUARY, 2022.

MAYOR

RANDY GORHAM

ATTEST: _____

CITY SECRETARY



Jacksonville City Council

AGENDA ITEM REPORT

AGENDA DATE:	<u>2/8/2022</u>	ITEM NUMBER:	<u>11.</u>
DEPARTMENT:	<u>Administration</u>	PREPARED BY:	<u>Kristie Marks,</u> <u>ADMINISTRATIVE ASSISTANT</u>
INITIATED BY:	<u>Greg Lowe, City Secretary</u>	EXHIBITS:	<u>Zimmerman Prop Dev Packet,</u> <u>1.18.22 Minutes, Ordinance Zone</u> <u>Change 600 College Ave.</u>

EXECUTIVE SUMMARY:

Mike McEwen, representative for the applicant, stated that the owners of the land are the apartment complex, Jacksonville Pines, next door and were in agreement with adding more housing. Greg Gunthy, a property owner to the south, had concerns about the land being too steep and causing flooding issues for surrounding homeowners and Bealls Chapel Church as it did previously in the past.

RECOMMENDED ACTION:

Staff recommends approval of the zone change from "E - Multi-Family Low Density" to "A - Single Family"

BID AND AWARD:

BUDGET DATA:

BUDGET JUSTIFICATION:

BACKGROUND:**POLICY/GOAL CONSIDERATION:****LEGAL:**



CITY OF JACKSONVILLE
1220 S Bolton St., Jacksonville, TX 75766
Phone: 903-589-3510 customerservice@jacksonvilletx.org
Call or email for Inspection

COMMERCIAL ZONE CHANGE

PERMIT #: 427

Date Issued: 12/17/2021

JOB ADDRESS: Jacksonville Pines S/D

Issued By: jkv.kmarks

Description of Work: ZONE CHANGE

Parcel No:

Subdivision:

Zoning:

Building Valuation:

Occupancy	Type	Factor	Sq Feet	Valuation
-----------	------	--------	---------	-----------

TOTALS

Owner: Zimmerman Properties Dev.
1730 E Republic RD, Suite F
Springfeild MO 65804

Owner Phone:

Contractor: Zimmerman Properties Dev.
1730 E Republic RD, Suite F
Springfeild MO 65804

Email:
Phone:
Business Lic:

FEE CODE	QTY	DESCRIPTION	AMOUNT
BOA/PZ		BOARD OF ADJ/APPEALS/CODES/ZONING	\$ 75.00
TOTAL			\$ 75.00

This permit is non-transferable and expires 180 days from issue if work has not commenced, or if construction ceases for a period of 180 days. The undersigned applicant acknowledges that he is responsible for calling for each inspection required for this project before beginning the next phase of construction. THIS INCLUDES A FINAL INSPECTION FOR ALL TYPES OF CONSTRUCTION. Permission is hereby given to commence the above described work, according to the conditions hereon and in accordance with the approved plans and specifications pertaining thereto. The permit or approval granted hereby, or any inspections conducted on the site hereafter, shall not be construed as authorizing any activity in violation of any applicable City of Jacksonville ordinances, federal or state law or regulation, including but not limited to the federal Endangered Species Act and its regulations and the Americans with Disabilities Act. City staff may advise the applicant of issues regarding State and Federal laws that the City staff member believes would be helpful to the applicant, but any such advice or comment is not a determination or interpretation of Federal or State law or regulation.

All commercial dumpsters must be provided by Republic per City Ordinance. (800) 678-7274

Signature: Chris Silvey

Date: 12-17-21

CITY OF JACKSONVILLE
ZONING APPLICATION

PART I.

- A. Requesting: Please check the type of zoning you are requesting:
☒ General Zone Change (\$ 75.00) Non-refundable regardless of outcome
☐ Special Use Permit (\$ 75.00) Non-refundable regardless of outcome
☐ Temporary Use Permit (\$ 25.00) Non-refundable regardless of outcome

A General Zone Change is a request by an Applicant for a change in a designated Zoning District within the City limits of the City of Jacksonville to seek recommendation of the Planning & Zoning Commission for approval/denial of a request to change the designated Zoning to meet an applicant's specific request for use of their property. Recommendations are presented to the City Council for final approval. The process generally takes approximately 60-90 days. (REQUEST A COPY OF THE APPROVED USES OF ZONING DESIGNATIONS)

A Special Use Permit is a permit requested in a designated Zoning District that is not a permissible use of the Zoning District in which the special use permit is being sought. Each Zoning District has specific Special Use Permits, which are required to be submitted before the Planning and Zoning Commission. (Examples: Included, but not limited to: Daycare Centers, Bed & Breakfast, Churches, Public Parks, Playground, Public or Private School & etc.) (REQUEST A COPY OF THE APPROVED USED OF ZONING DESIGNATIONS)

A Temporary Use Permit is a request initiated by a property owner or his authorized agent by filing an application with the Planning and Zoning Commission. The application shall be accompanied by a site plan, drawn to scale, showing the location and arrangement of the proposed temporary use. A Temporary Use Permit is for temporary use of property for an event or action that is not to be construed as permanent. A Temporary Use Permit shall be considered by the Planning and Zoning Commission and City Council and shall include specific time limits. (Examples: included, but not limited to: Carnival, Circus, Temporary Skating Rink, Temporary Church Revival, Tent Revival, Amusement Development for temporary or seasonal periods of time.)

B. Applicant (s) Name and Address

Applicant (s): ZIMMERMAN PROPERTIES DEVELOPMENT, LLC
Address: 1730 EAST REPUBLIC ROAD, SUITE F,
City and State: SPRINGFIELD, MO 65804
Telephone No. 417-883-1632

Description & Location of Property requested to be changed:

Lot, Block & Addition: LOTS 2A & 3B, JACKSONVILLE PINES SUBDIVISION
Property Address/Location: 400 BLOCK, TALLEY NICHOLS DRIVE

Plat Page No (s): (If applicable): _____

PRESENT ZONING DESIGNATION	PROPOSED ZONING REQUEST
CLASSIFICATION: <u>MULTI-FAMILY (HIGH DENSITY)</u>	CLASSIFICATION: <u>A</u>
AREA (ACREAGE): <u>5.501</u>	AREA (ACREAGE): <u>5.501</u>

C. REASON (S) FOR REQUEST (Please be specific): PURCHASER OF THE PROPERTY
WILL BE BUILDING SINGLE FAMILY RESIDENCES

D. STATEMENT REGARDING RESTRICTIVE COVENANTS/DEED RESTRICTITON:

I have searched all applicable records and, to my best knowledge and belief, there are no restriction covenants that apply to the property as described in Part I (B) which would be in conflict with this rezoning request.

CITY OF JACKSONVILLE
ZONING APPLICATION

E. Attached hereto the sum of: 75.00 (\$ 75.00) Zone Change/Special Use Permit
(\$ 25.00) Temporary Use Permit

I do hereby understand that regardless of the outcome of this request, the processing fees stated above are non-refundable.

ALL REQUESTS FOR ZONING MUST INCLUDE THE FOLLOWING INFORMATION:

1. A site plan of all proposed uses on property under consideration to include but not limited to:
 - a. The zoning classification of all abutting zoning districts.
 - b. All public and private rights-of-way and easements bounding and intersecting the land under consideration.

CITY OF JACKSONVILLE
ZONING APPLICATION

PART II.

A. Authorization of Agent:

I (we), the undersigned, being owner (s) of the real property described above, do hereby authorize (PLEASE PRINT NAME) MICHAEL W. WISEWEN to act as our agent in the matter of this request. The term agent shall be construed to mean any lessee, developer, option holder, or authorized individual who is legally authorized to act in behalf of the owner (s) of said property. (Application must be signed by all owners of subject property).

ZIMMERMAN PROPERTIES

Owner (s) Name: DEVELOPMENT, LLC Owner (s) Name: _____
Address: 1730 EAST REPUBLIC ROAD Address: _____
City, State, Zip: SPRINGFIELD, MO 65804 City, State, Zip: _____
Phone: 417-883-1632 Phone: _____
Signature: [Signature] Signature: _____

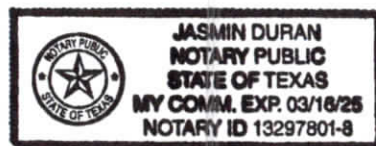
The authorized Agent/Property Owner must sign this portion of the application in the presence of a Notary in and for the State of Texas. By signature of the Authorized Agent/Property Owner permission is being submitted to the Applicant to apply for the Zone Change.

AUTHORIZED AGENT'S/PROPERTY OWNERS NAME: MICHAEL W. WISEWEN
ADDRESS: 1624 C.R. 324
CITY, STATE, ZIP: JACKSONVILLE, TX 75766-7817

SIGNATURE OF AUTHORIZED AGENT/PROPERTY OWNER: [Signature]

SUBSCRIBED TO AND SWORN BEFORE ME, this 17th day of December, 2021.

[Signature]
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS



Zone Change Request

ZIMMERMAN PROPERTIES

400 Block Talley Nichols Dr.



Francis Bateman
9931 FM 347 N
Jacksonville TX 75766

George Chandler
112 CR 3158
Jacksonville TX 75766

JEDCO
1801 Norman Drive
Jacksonville TX 75766

Jacksonville Pines
421 Tally Nichols
Jacksonville TX 75766

Howard Johnson
9857 FM 247 N
Jacksonville TX 75766

Builders Best
201 Broiles Dr
Jacksonville TX 75766

CP 5 (TX) LLC
420 Talley Nichols Drive
Jacksonville TX 75766

Jared & Sandra Turner
1816 S Bolton St
Jacksonville TX 75766

Kaixin Wood Products
320 Talley Nichols Drive
Jacksonville TX 75766

Cornerstone Baptist Church
1720 S Bolton
Jacksonville TX 75766

Larry & Tony Johnson
9857 FM 347 N
Jacksonville TX 75766

Dyess L N Estate
1732 S Bolton
Jacksonville TX 75766

Jerry Emerson
1804 S Bolton
Jacksonville TX 75766

Jarrod & Crystal Bateman
10866 FM 2138 N
Jacksonville TX 75766

Beach Camps
1801 Norman Drive
Jacksonville TX 75766

GUTHRIE RAYMOND T AND GREG A
2027 N JACKSON
JACKSONVILLE, TX 75766

ZIMMERMAN PROPERTIES LLC
1329 E LARK ST
SPRINGFIELD, MO 65804

JACKSONVILLE ECONOMIC
DEVELOPEMENT CORP
309 E COMMERCE
JACKSONVILLE, TX 75766

SHACKELFORD CREEK LAND COMPANY
LLC
2329 OAK ALLEY, SUITE 1
TYLER, TX 75703

TERRY JASON AND CONNIE
242 VALLEY VIEW LN
JACKSONVILLE, TX 75766

LOZANO SANTIAGO EMMANUEL
238 VALLEY VIEW LN
JACKSONVILLE, TX 75766

THOMAS JENNIFER DIANE
234 VALLEY VIEW LN
JACKSONVILLE, TX 75766

RICO JORGE
230 VALLEY VIEW LANE
JACKSONVILLE, TX 75766

DUNN KAREN K
226 VALLEY VIEW LN
JACKSONVILLE, TX 75766

SZENTGYORGYI VEDA
222 VALLEY VIEW LANE
JACKSONVILLE, TX 75766

BEALL CHAPEL BAPTIST CHURCH
1861 S JACKSON ST
JACKSONVILLE, TX 75766

CP 5 (TX) LLC
3141 HOOD ST STE 200
DALLAS, TX 75219

TEXAS STATE OF
TEXAS HWY DEPT
BEALL CHAPEL PARK
MONT BELVIEU , TX

MENARD LINDA J
P O BOX 73
JACKSONVILLE, TX 75766

MENARD LINDA J
246 VALLEY VIEW
JACKSONVILLE, TX 75766

TAYLOR MEAGAN AND BETH AND ALVY
MORRIS
250 VALLEY VIEW LN
JACKSONVILLE, TX 75766

BADILLO ARMANDO MARROQUIN
254 VALLEY VIEW LN
JACKSONVILLE, TX 75766

SHACKELFORD CREEK LAND COMPANY LLC
2329 OAK ALLEY, SUITE 1
TYLER, TX 75703

SHACKELFORD CREEK LAND COMPANY
LLC
258 VALLEY VIEW LANE
JACKSONVILLE, TX 75766

BRAKE INVESTMENTS LLC
218 VALLEY VIEW LANE
JACKSONVILLE, TX 75766

BRAKE INVESTMENTS LLC
240 CR 4220
JACKSONVILLE, TX 75766

RIDGELY BRIANNA
214 VALLEY VIEW LN
JACKSONVILLE, TX 75766

RAILROAD COMPANY-PROP TAX DEPT
1400 DOUGLAS ST STOP 1640
OMAHA, NE 68179

**JACKSONVILLE PLANNING AND ZONING BOARD MEETING
TUESDAY, JANUARY 18, 2022
JACKSONVILLE CITY HALL COUNCIL CHAMBERS
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Mr. Silvey explained to the board in detail the item on the agenda. Mr. Silvey stated they currently have a permit for the building. Mr. Armstrong opened the meeting up to the applicant, or to those in favor. Maria Trujillo, the applicant, was present. Mrs. Trujillo stated they would like to live in the location with the business, which will be a boutique and salon. Mrs. Trujillo stated that in 2019 they received a letter from JEDCO to do something with the location since it was an eyesore. Mrs. Trujillo stated they had their business in the country at their home, but that they had sold the location to work on the 400 W Larissa location. Mr. Armstrong closed that portion of the meeting. Mr. Armstrong opened the meeting up to anyone in opposition. No one was present. Mr.

Armstrong closed that portion of the meeting. Mr. Armstrong opened the board up for discussion. Mrs. Stahelin stated that both residential and commercial are in the area. Mr. Calcote stated it was a great improvement. Mrs. McDonald asked which side the store front would be. Mrs. Trujillo replied to Larissa. Mr. Silvey stated only 25-30% of the building will be used for the boutique. Mrs. McDonald asked if there was an entry off of HWY 79. Mrs. Trujillo replied that there is an entry on both Larissa and HWY 79. Mr. Armstrong closed that portion of the meeting. Mrs. Pavletich made a motion to approve the Special Use Permit as requested. Mrs. McDonald seconded the motion. Mr. Armstrong called for a vote. All members voted "aye". Motion carries.

CITIZEN PARTICIPATION

QUESTIONS, COMMENTS, DISCUSSION

ADJOURN

Mr. Armstrong adjourned the meeting at 12:25 PM.

ORDINANCE NO. 1613

AN ORDINANCE AMENDING THE ZONING ORDINANCE OF THE CITY OF JACKSONVILLE, TEXAS TO REZONE FROM ZONE "P" PLANNED DEVELOPMENT TO "C"-MULTI FAMILY LOW DENSITY, LOTS 1 - 2, BLOCK 187, 600 COLLEGE AVE., CITY OF JACKSONVILLE, TEXAS; TEXAS RUBY PROPERTIES/JACK WEBB, APPLICANT.

WHEREAS, the City Council of the City of Jacksonville, Texas desires to rezone from Zone "P"- Planned Development, to "C"- Multi Family Low Density, Lots 1-2, Block 187, 600 College Ave., City of Jacksonville, Texas, "Texas Ruby Properties/Jack Webb", Applicant.

WHEREAS, all notices and public hearings required in connection with the Zoning Amendment contained herein have been duly given and held in compliance with the Zoning Ordinance of the City of Jacksonville and State Law; and

WHEREAS, the Planning and Zoning Commission of the City of Jacksonville, Texas had heretofore received an application for that purpose and referred the same to the City Council with a favorable recommendation and report of said Zoning Commission; and

WHEREAS, the change of zoning classification hereinafter adopted for the subject property will promote the public health, peace, safety, and welfare and is consistent with the comprehensive plan of the City of Jacksonville, Texas.

THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF JACKSONVILLE, TEXAS AS FOLLOWS:

SECTION 1. That from and after the effective date of this ordinance, Lots 1-2, Block 187, 600 College Ave., City of Jacksonville, Texas is hereby rezoned from Zone "P"- Planned Development, to "C"- Multi Family Low Density

SECTION 2. That the City Council of the City of Jacksonville, Texas hereby determines that the proposed zone change will not:

- A. Substantially increase traffic hazards or congestion
- B. Substantially increase fire hazards
- C. Adversely affect the character of the neighborhood
- D. Adversely affect the general welfare of the community
- E. Overtax the public utilities

SECTION 3. It being deemed by the City Council that this ordinance will promote and preserve the public health, peace, safety and welfare, this ordinance shall become effective immediately after its passage, approval and publication according to law.

PASSED AND ADOPTED THIS THE 8th DAY OF FEBRUARY, 2022.

MAYOR

RANDY GORHAM

ATTEST: _____

CITY SECRETARY



Jacksonville City Council

AGENDA ITEM REPORT

AGENDA DATE:	<u>2/8/2022</u>	ITEM NUMBER:	<u>12.</u>
DEPARTMENT:	<u>Administration</u>	PREPARED BY:	<u>Kristie Marks,</u> <u>ADMINISTRATIVE ASSISTANT</u>
INITIATED BY:	<u>Greg Lowe, City Secretary</u>	EXHIBITS:	<u>400 W Larissa Packet, 1.18.22</u> <u>Minutes, Ordinance Zone Change</u> <u>400 W. Larissa</u>

EXECUTIVE SUMMARY:

Maria Trujillo submitted an application for SUP to allow her to have a residence located at 400 W. Larissa with her business. Mr. Silvey stated they have a permit for the location and that 25 - 30 % of the building will be used for the boutique. There are two entries for the location, one being on HWY 79 and the other on Larissa. Mrs. Trujillo stated that in 2019 they received a letter from JEDCO to do something with the building since it was an eyesore. She stated they sold the house they owned in the country to fix up the 400 W. Larissa location.

RECOMMENDED ACTION:

Staff recommends the approval of SUP

BID AND AWARD:

BUDGET DATA:

BUDGET JUSTIFICATION:

BACKGROUND:**POLICY/GOAL CONSIDERATION:****LEGAL:**



CITY OF JACKSONVILLE
1220 S Bolton St., Jacksonville, TX 75766
Phone: 903-589-3510 customerservice@jacksonvilletx.org
Call or email for Inspection

SPECIAL USE PERMIT

PERMIT #: 460

JOB ADDRESS: 400 W Larissa

Date Issued: 1/12/2022

Issued By: jkv.kmarks

Description of Work: SPECIAL USE PERMIT

Parcel No:
Subdivision:
Zoning:

Building Valuation:

Occupancy	Type	Factor	Sq Feet	Valuation
-----------	------	--------	---------	-----------

TOTALS

Owner: Maria Trujillo
400 W Larissa
Jacksonville TX 75766

Owner Phone:

Contractor: Maria Trujillo
400 W Larissa
Jacksonville TX 75766

Email:
Phone:
Business Lic:

FEE CODE	QTY	DESCRIPTION	AMOUNT
BOA/PZ		BOARD OF ADJ/APPEALS/CODES/ZONING	\$ 75.00
TOTAL			\$ 75.00

This permit is non-transferable and expires 180 days from issue if work has not commenced, or if construction ceases for a period of 180 days. The undersigned applicant acknowledges that he is responsible for calling for each inspection required for this project before beginning the next phase of construction. THIS INCLUDES A FINAL INSPECTION FOR ALL TYPES OF CONSTRUCTION. Permission is hereby given to commence the above described work, according to the conditions hereon and in accordance with the approved plans and specifications pertaining thereto. The permit or approval granted hereby, or any inspections conducted on the site hereafter, shall not be construed as authorizing any activity in violation of any applicable City of Jacksonville ordinances, federal or state law or regulation, including but not limited to the federal Endangered Species Act and its regulations and the Americans with Disabilities Act, City staff may advise the applicant of issues regarding State and Federal laws that the City staff member believes would be helpful to the applicant, but any such advice or comment is not a determination or interpretation of Federal or State law or regulation.

All commercial dumpsters must be provided by Republic per City Ordinance. (800) 678-7274

Signature: _____

Chris Silvey

Date: _____

12-27-21



CITY OF JACKSONVILLE
ZONING APPLICATION

PART I.

- A. Requesting: Please check the type of zoning you are requesting:
- ☐ General Zone Change (\$ 75.00) Non-refundable regardless of outcome
 - ☒ Special Use Permit (\$ 75.00) Non-refundable regardless of outcome
 - ☐ Temporary Use Permit (\$ 25.00) Non-refundable regardless of outcome

A General Zone Change is a request by an Applicant for a change in a designated Zoning District within the City limits of the City of Jacksonville to seek recommendation of the Planning & Zoning Commission for approval/denial of a request to change the designated Zoning to meet an applicant's specific request for use of their property. Recommendations are presented to the City Council for final approval. The process generally takes approximately 60-90 days. (REQUEST A COPY OF THE APPROVED USES OF ZONING DESIGNATIONS)

A Special Use Permit is a permit requested in a designated Zoning District that is not a permissible use of the Zoning District in which the special use permit is being sought. Each Zoning District has specific Special Use Permits, which are required to be submitted before the Planning and Zoning Commission. (Examples: Included, but not limited to: Daycare Centers, Bed & Breakfast, Churches, Public Parks, Playground, Public or Private School & etc.) (REQUEST A COPY OF THE APPROVED USED OF ZONING DESIGNATIONS)

A Temporary Use Permit is a request initiated by a property owner or his authorized agent by filing an application with the Planning and Zoning Commission. The application shall be accompanied by a site plan, drawn to scale, showing the location and arrangement of the proposed temporary use. A Temporary Use Permit is for temporary use of property for an event or action that is not to be construed as permanent. A Temporary Use Permit shall be considered by the Planning and Zoning Commission and City Council and shall include specific time limits. (Examples: included, but not limited to: Carnival, Circus, Temporary Skating Rink, Temporary Church Revival, Tent Revival, Amusement Development for temporary or seasonal periods of time.)

B. Applicant (s) Name and Address

Applicant (s): Mario And Mary Trujillo
Address: 6541 US 79 West
City and State: Jacksonville Texas
Telephone No. 903-393-4927 + 903-589-1175

Description & Location of Property requested to be changed:

Lot, Block & Addition: Lot 7 Block # 178
Property Address/Location: 400 W. Larrisa St
Jacksonville Texas 75766
Plat Page No (s): (If applicable): _____

PRESENT ZONING DESIGNATION

CLASSIFICATION: _____

AREA (ACREAGE): _____

PROPOSED ZONING REQUEST

CLASSIFICATION: _____

AREA (ACREAGE): _____

- C. REASON (S) FOR REQUEST (Please be specific): I am setting up a Boutique/Salon
on the front facing W. Larrisa St and I want to live in
the back part of the building facing W. Rusk St

D. STATEMENT REGARDING RESTRICTIVE COVENANTS/DEED RESTRICITON:

I have searched all applicable records and, to my best knowledge and belief, there are no restriction covenants that apply to the property as described in Part I (B) which would be in conflict with this rezoning request.

CITY OF JACKSONVILLE
ZONING APPLICATION

_____ NONE _____ COPY ATTACHED
E. Attached hereto the sum of: _____ (\$ 75.00) Zone Change/Special Use Permit
_____ (\$ 25.00) Temporary Use Permit

I do hereby understand that regardless of the outcome of this request, the processing fees stated above are non-refundable.

ALL REQUESTS FOR ZONING MUST INCLUDE THE FOLLOWING INFORMATION:

1. A site plan of all proposed uses on property under consideration to include but not limited to:
 - a. The zoning classification of all abutting zoning districts.
 - b. All public and private rights-of-way and easements bounding and intersecting the land under consideration.

CITY OF JACKSONVILLE
ZONING APPLICATION

PART II.

A. Authorization of Agent:

I (we), the undersigned, being owner (s) of the real property described above, do hereby authorize (PLEASE PRINT NAME) _____ to act as our agent in the matter of this request. The term agent shall be construed to mean any lessee, developer, option holder, or authorized individual who is legally authorized to act in behalf of the owner (s) of said property. (Application must be signed by all owners of subject property).

Owner (s) Name: <u>Mario Trujillo</u>	Owner (s) Name: <u>Maria Trujillo</u>
Address: <u>6541 US 79 W</u>	Address: <u>6541 US 79 W</u>
City, State, Zip: <u>Jacksonville Texas 75766</u>	City, State, Zip: <u>Jacksonville TX 75766</u>
Phone: <u>903-589-1175</u>	Phone: <u>903-393-4927</u>
Signature: <u>Mario Trujillo</u>	Signature: <u>Maria Trujillo</u>

The authorized Agent/Property Owner must sign this portion of the application in the presence of a Notary in and for the State of Texas. By signature of the Authorized Agent/Property Owner permission is being submitted to the Applicant to apply for the Zone Change.

AUTHORIZED AGENT'S/PROPERTY OWNERS NAME: _____
ADDRESS: _____
CITY, STATE, ZIP: _____

SIGNATURE OF AUTHORIZED AGENT/PROPERTY OWNER: _____

SUBSCRIBED TO AND SWORN BEFORE ME, this _____ day of _____, 20_____.

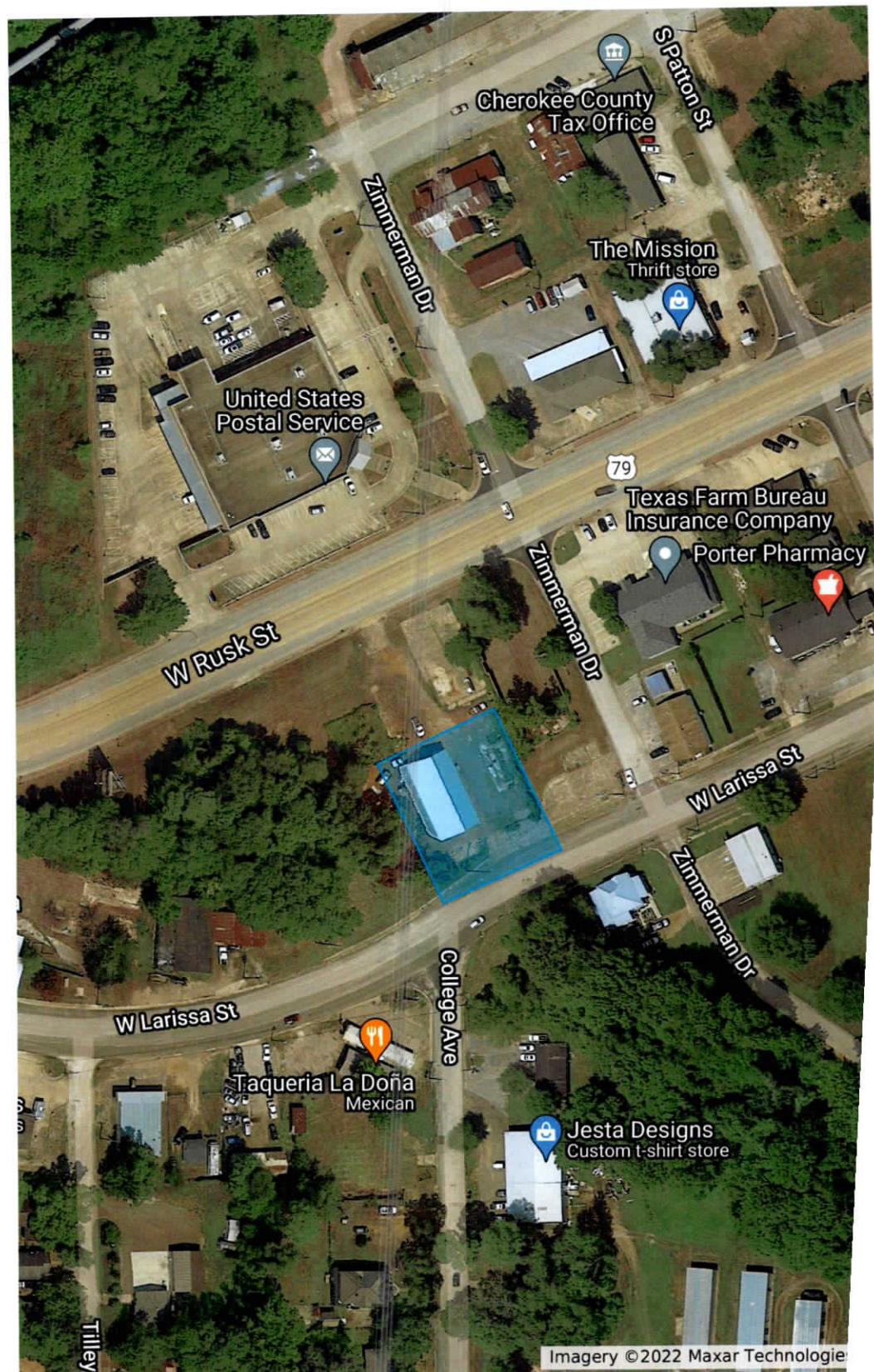
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS



Request for Special Use Permit

Maria Trujillo

 400 W Larissa St.



Arlene Langham
401 Zimmerman
JACKSONVILLE, TX 75766

Eric & Catherine Evans
308 Larissa
JACKSONVILLE, TX 75766

George Payne
405 W Larissa
JACKSONVILLE, TX 75766

Adolfo & Junith Cantua
400 College
JACKSONVILLE, TX 75766

Lenzy III & Bertha Brooks
402 Zimmerman
JACKSONVILLE, TX 75766

TRUJILLO MARIA
6451 US HWY 79 W
JACKSONVILLE, TX 75766

JACKSONVILLE TRIANGLE CORP
WAYNE CESSNA
225 CR 3156
JACKSONVILLE, TX 75766

POWELL SCOTT
1507 CHISOLM TRL
LEWISVILLE, TX 75077

USPS
400 W Rusk
JACKSONVILLE, TX 75766

Jacksonville Triangle Corp.
318 Zimmerman
JACKSONVILLE, TX 75766

Mitchell Johnson
416 Larissa
JACKSONVILLE, TX 75766

Robert Haberle
307 W Rusk
JACKSONVILLE, TX 75766

UNITED STATES POSTAL SERVICE
475 L ENFANT PLAZA WEST SW
WASHINGTON, DC 20260

JOHNSON MITCHELL K
6912 POLO FARMS DR
SUMMERFIELD, NC 27358

EVANS ERIC PAUL & CATHERINE C
6804 GLENEAGLES DR
TYLER, TX 75703

BROOKS LENZY III & BERTHA
20822 CR 113
TYLER, TX 75703

Barry Autrey
500 W Larissa
JACKSONVILLE, TX 75766

County of Cherokee
State of Texas
320 Rusk St
JACKSONVILLE, TX 75766

Mario & Maria Trujillo
400 Larissa
JACKSONVILLE, TX 75766

Robert Lee Johnson
1200 Larissa
JACKSONVILLE, TX 75766

SOUTHERN PACIFIC TRANS CO
PROP TAX DEPT
1400 DOUGLAS ST STOP 1640
OMAHA, NE 68179

HABERLE ROBERT N
2103 BAYLOR DR
JACKSONVILLE, TX 75766

JOHNSON ROBERT LEE
814 CIRCLE DR
JACKSONVILLE, TX 75766

AUTRY BARRY
1025 SE LOOP 456
JACKSONVILLE, TX 75766

Property Identification #: 223072000

Property Information: 2022

Owner Identification #: 9719552

Geo ID:
Address: 400 LARISSA W JACKSONVILLE,
Property Type: Real
State Code: F1

Legal: LOT 1 BLK 178 PT 1A & 2A & 3-4-5-6
Description: JACKSONVILLE EXXON PRODUCTS
Abstract: 146000
Neighborhood: JA COMM AVE SECONDARY
Appraised: N/A
Value:
Jurisdictions: 37, LR, 46, JA, CAD

Name: TRUJILLO MARIO AND MARIA
Exemptions:
DBA: Null



Cherokee CAD Map Search

This product is for informational purposes only and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries. The Cherokee County Appraisal District expressly disclaims any and all liability in connection herewith.

**JACKSONVILLE PLANNING AND ZONING BOARD MEETING
TUESDAY, JANUARY 18, 2022
JACKSONVILLE CITY HALL COUNCIL CHAMBERS
315 S. RAGSDALE
12:00 PM**

Meeting Items

CALL TO ORDER

Mr. Armstrong called the meeting to order at 12:04 PM.

PUBLIC HEARING

APPROVAL OF MINUTES

Mr. Calcote made a motion to approve the minutes as written. Mrs. McDonald seconded the motion. Vote to pass the minutes was unanimous.

REVIEW AND CONSIDER AN APPLICATION SUBMITTED FOR A REQUESTED ZONE CHANGE FROM "P - PLANNED DEVELOPMENT" TO "C - MULTI-FAMILY LOW DENSITY" LOCATED AT 600 COLLEGE AVENUE.

Mr. Silvey explained in detail to the board the item on the agenda. Mr. Silvey stated that the track of land is currently zoned under "P - Planned Development" from Lon Morris.

Mr. Armstrong opened the meeting up to the applicant or those in favor. Jack Webb, the applicant, was present. Mr. Webb stated that the four-unit apartment was the cooper house dormitory and he recently bought it from the previous owners. Mr. Webb stated he would like the zone changed to allow it to be turned back into apartments. Mr. Armstrong closed that portion of the meeting. Mr. Armstrong opened the meeting up to those in opposition. No one was present. Mr. Armstrong closed that portion of the meeting. Mr. Armstrong opened the board up for discussion. Mrs. McDonald stated it is a great use of the facility. Mr. Armstrong closed that portion of the meeting. Mrs. McDonald made a motion to approve the zone change as requested. Mrs. Stahelin seconded the motions. Mr. Armstrong asked for a vote. All members voted "aye". Motion carries.

REVIEW AND CONSIDER AN APPLICATION SUBMITTED FOR A REQUESTED ZONE CHANGE FROM "E - MULTI-FAMILY HIGH DENSITY" TO "A - SINGLE FAMILY" TO ALLOW FOR THE APPLICANT TO BUILD SINGLE FAMILY RESIDENCES LOCATED IN THE 400 BLOCK OF TALLEY NICHOLS DRIVE.

Mr. Silvey explained to the board in detail the item on the agenda. Mr. Armstrong opened the meeting up for the applicant or for those in favor. Mike McEwen, a representative for the applicant, was present. Mr. McEwen stated that the owners of the land are the apartment complex next door. Mr. McEwen stated that the property goes uphill and will offer nice views and will conform with the area of Southridge. Greg Gunthy, a homeowner to the south of the location, was present. Mr. Gunthy was neither in approval nor opposition. Mr. Gunthy stated that he was concerned due to the land being steep and a sand hill that it would cause flooding issues to his property and to Bealls Chapel Church as it previously did in the past when the apartments were built. Mr. McEwen replied he is in communication with the developer and would relay the concerns. Mr. Armstrong closed that portion of the meeting. Mr. Armstrong opened the meeting up to those in opposition. No one was present. Mr. Armstrong closed that portion of the meeting. Mr. Armstrong opened the board up for discussion. Mrs. Pavletich asked if anyone from the city would over see the construction. Mr. Silvey replied that an engineer would be overseeing the project, Mr. Calcote stated he remembers the issues from the past and believes we have learned from past mistakes. That the City can always use more housing. Mr. Armstrong closed that portion of the meeting. Mrs. McDonald made a motion to approve the zone change as requested. Mrs. Stahelin seconded the motion. Mr. Armstrong called for a vote. All members voted "aye". Motion carries.

REVIEW AND CONSIDER AN APPLICATION SUBMITTED FOR A SPECIAL USE PERMIT TO ALLOW FOR THE APPLICANT TO RESIDE AT THE LOCATION OF HER BUSINESS LOCATED AT 400 W LARISSA.

Mr. Silvey explained to the board in detail the item on the agenda. Mr. Silvey stated they currently have a permit for the building. Mr. Armstrong opened the meeting up to the applicant, or to those in favor. Maria Trujillo, the applicant, was present. Mrs. Trujillo stated they would like to live in the location with the business, which will be a boutique and salon. Mrs. Trujillo stated that in 2019 they received a letter from JEDCO to do something with the location since it was an eyesore. Mrs. Trujillo stated they had their business in the country at their home, but that they had sold the location to work on the 400 W Larissa location. Mr. Armstrong closed that portion of the meeting. Mr. Armstrong opened the meeting up to anyone in opposition. No one was present. Mr.

Armstrong closed that portion of the meeting. Mr. Armstrong opened the board up for discussion. Mrs. Stahelin stated that both residential and commercial are in the area. Mr. Calcote stated it was a great improvement. Mrs. McDonald asked which side the store front would be. Mrs. Trujillo replied to Larissa. Mr. Silvey stated only 25-30% of the building will be used for the boutique. Mrs. McDonald asked if there was an entry off of HWY 79. Mrs. Trujillo replied that there is an entry on both Larissa and HWY 79. Mr. Armstrong closed that portion of the meeting. Mrs. Pavletich made a motion to approve the Special Use Permit as requested. Mrs. McDonald seconded the motion. Mr. Armstrong called for a vote. All members voted "aye". Motion carries.

CITIZEN PARTICIPATION

QUESTIONS, COMMENTS, DISCUSSION

ADJOURN

Mr. Armstrong adjourned the meeting at 12:25 PM.

ORDINANCE NO. 1615

AN ORDINANCE AMENDING THE ZONING ORDINANCE OF THE CITY OF JACKSONVILLE, TEXAS TO REZONE FROM ZONE "G" COMMERCIAL TO "G"-COMMERCIAL – SPECIAL USE PERMIT TO ALLOW FOR A RESIDENCE, LOT 7, BLK. 178, 400 W. LARISSA, CITY OF JACKSONVILLE, TEXAS; MARIO AND MARY TRUJILLO, APPLICANT.

WHEREAS, the City Council of the City of Jacksonville, Texas desires to rezone from Zone "G" Commercial, to "G"-Commercial – Special Use Permit to allow for a residence, Lot 7, Blk. 178, 400 W. Larissa, City of Jacksonville, Texas, Mario and Mary Trujillo, LLC., Applicant.

WHEREAS, all notices and public hearings required in connection with the Zoning Amendment contained herein have been duly given and held in compliance with the Zoning Ordinance of the City of Jacksonville and State Law; and

WHEREAS, the Planning and Zoning Commission of the City of Jacksonville, Texas had heretofore received an application for that purpose and referred the same to the City Council with a favorable recommendation and report of said Zoning Commission; and

WHEREAS, the change of zoning classification hereinafter adopted for the subject property will promote the public health, peace, safety, and welfare and is consistent with the comprehensive plan of the City of Jacksonville, Texas.

THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF JACKSONVILLE, TEXAS AS FOLLOWS:

SECTION 1. That from and after the effective date of this ordinance, Lot 7, Blk. 178, 400 W. Larissa St. City of Jacksonville, Texas is hereby rezoned from Zone "G"-Commercial, to "G"-Commercial – Special Use Permit to allow for a residence.

SECTION 2. That the City Council of the City of Jacksonville, Texas hereby determines that the proposed zone change will not:

- A. Substantially increase traffic hazards or congestion
- B. Substantially increase fire hazards
- C. Adversely affect the character of the neighborhood
- D. Adversely affect the general welfare of the community
- E. Overtax the public utilities

SECTION 3. It being deemed by the City Council that this ordinance will promote and preserve the public health, peace, safety and welfare, this ordinance shall become effective immediately after its passage, approval and publication according to law.

PASSED AND ADOPTED THIS THE 8th DAY OF FEBRUARY, 2022.

MAYOR

RANDY GORHAM

ATTEST: _____

CITY SECRETARY



Jacksonville City Council

AGENDA ITEM REPORT

AGENDA DATE:	<u>2/8/2022</u>	ITEM NUMBER:	<u>13.</u>
DEPARTMENT:	<u>Administration</u>	PREPARED BY:	<u>Greg Lowe, City Secretary</u>
INITIATED BY:	<u>James Hubbard, CITY MANAGER</u>	EXHIBITS:	<u>Resolution 1.7.22 redline - Sale of Property, FINAL PLAT SOUTH SHORE Block D LAKE JACKSONVILLE</u>

EXECUTIVE SUMMARY:

The city is proposing the subdivision and possible sale of the property commonly known as Kiwanis Park, located adjacent to Lake Jacksonville Dam. Even though this property is not part of the City of Jacksonville's master park plan, it has been commonly referred to as a "park", staff is therefore advising a referendum election to allow the citizens to determine if the lots should be sold. If the lots are sold, the money will only be used for park improvements. Mainly the matching funds for the boating access grant in the concession area at Lake Jacksonville.

RECOMMENDED ACTION:

Make a motion approving a resolution calling for a referendum election on the sale of property commonly referred to as Kiwanis Park.

BID AND AWARD:

BUDGET DATA:

BUDGET JUSTIFICATION:

BACKGROUND:**POLICY/GOAL CONSIDERATION:**

Provide improved parks areas for citizens.

LEGAL:

Common public use areas cannot be sold without voter approval.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JACKSONVILLE, TEXAS CALLING AN ELECTION FOR THE SUBMISSION TO THE VOTERS OF THE QUESTION OF THE SALE OR LONG TERM LEASE OF PUBLIC LAND LOCATED OUTSIDE THE CITY LIMITS OF JACKSONVILLE OWNED, HELD OR CLAIMED AS PARKLAND AND SOMETIMES KNOWN AS KIWANIS PARK TO SUPPORT THE DEVELOPMENT OF AND IMPROVEMENTS TO PARKLAND LOCATED INSIDE THE CITY LIMITS INCLUDING THAT KNOWN AS LAKE JACKSONVILLE CONCESSION PARK AND/OR LAKE JACKSONVILLE PARK AND/OR LAKE JACKSONVILLE CAMPGROUND; PROJECT PROVIDING FOR SEVERABILITY; REPEALING CONFLICTING RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Jacksonville, Texas, owns a parcel of land located outside the territorial limits of the City sometimes known as Kiwanis Park, as further depicted in Exhibit A ("Parcel A"); and

WHEREAS, the City of Jacksonville, Texas, also owns a parcel of land located inside the territorial limits of the City planned for development and improvement and sometimes known as Lake Jacksonville Concession Park, Lake Jacksonville Park and/or Lake Jacksonville Campground, as further depicted in Exhibit B ("Parcel B"); and

WHEREAS, the City Council finds that it is reasonable to determine that Parcel A has been owned, held or claimed as parkland; and

WHEREAS, the City Council finds that Parcel B has been owned, held or claimed as parkland; and

WHEREAS, the City Council finds that both Parcel A and Parcel B are located on Lake Jacksonville; and

WHEREAS, the proposed project to develop and improve the parkland located in Parcel B will enhance the experience of park goers at Lake Jacksonville and said experience is best served by consolidating the City's efforts in one location; and

WHEREAS, the Texas Parks and Wildlife Code, Chapter 26, requires that before a municipality may approve any program or project that requires the use or taking of any public land designated or used as parkland, the governing body of such municipality must determine that there is no feasible and prudent alternative to the use or taking of such land, and that the program or project includes all reasonable planning to minimize harm to the park, resulting from the use or taking; and

WHEREAS, prior to making this determination, notice must be provided and a

public hearing must be held regarding the authorization of a project that entails the sale of parkland; and

WHEREAS, the City Council finds that both notice of hearing was provided and a public hearing was conducted as required by Texas Parks and Wildlife Code, Chapter 26; and

WHEREAS, after notice and public hearing, the City Council finds that all reasonable planning was performed to minimize harm to the land used or designated as park area resulting from the identified project involving the sale of Parcel A located outside the City limits in order to enhance Parcel B which is located inside the city limits; and

WHEREAS, the City Council finds, after notice and public hearing, there is no feasible and prudent alternative to the use of the land currently owned, held or claimed as park area and being Parcel A for the proposed project; and

WHEREAS, the City Council finds that the project for improvements at Parcel B warrants the sale or 99 year leasing of public land designated or used as parkland and set out as Parcel A.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF JACKSONVILLE, CHEROKEE COUNTY, TEXAS THAT:

Section 1: The facts and recitations set forth in the preamble of this resolution are hereby found to be true and correct.

Section 2: The City of Jacksonville, Texas, approves the calling of an election to submit to the voters the question of whether to authorize the City to lease or sell the property set out as Parcel A after dividing into any number of separate tracts, the proceeds of which shall be used for park purposes, primarily a project for improvements to Parcel B. Said election to be held on May 7, 2022.

Section 3: Accordingly, notice is hereby given that early voting by personal appearance will be conducted each weekday at 526 E. Commerce Street, Jacksonville, Texas (the Jacksonville Public Library) between the hours of 8:00 A.M. and 5:00 P.M., beginning April 25, 2022 and ending May 3, 2022. The City of Jacksonville will be the authority holding the election and their website is www.jacksonvilletx.org. The City Secretary will serve as the early voting clerk with their mailing address being 315 S. Ragsdale, Jacksonville, TX 75766.

Section 4: Ballot Title. The ballot title shall read as follows:

Shall the City Council be authorized to convey or lease that property sometimes known as Kiwanis Park located outside the city limits located south of the Lake Jacksonville dam, the net proceeds of which shall be used for park purposes, such

proceeds shall be primarily used toward the costs associated with the construction of improvements to and development of Lake Jacksonville Concession, Lake Jacksonville Park and/or Lake Jacksonville Campground?

Section 5: Severability. If any clause or provision of this resolution shall be deemed to be unenforceable for any reason, such unenforceable clause or provision shall be severed from the remaining portion of the resolution, which shall continue to have full force and effect.

Section 6: Repeal. All resolutions or parts of resolutions in conflict herewith are expressly repealed.

Section 7: Effective Date. This resolution shall be effective upon passage by the City Council.

PASSED, APPROVED AND ADOPTED by an affirmative vote of the City Council of the City of Jacksonville, Texas this _____ day of _____, 202__.

CITY OF JACKSONVILLE, TEXAS

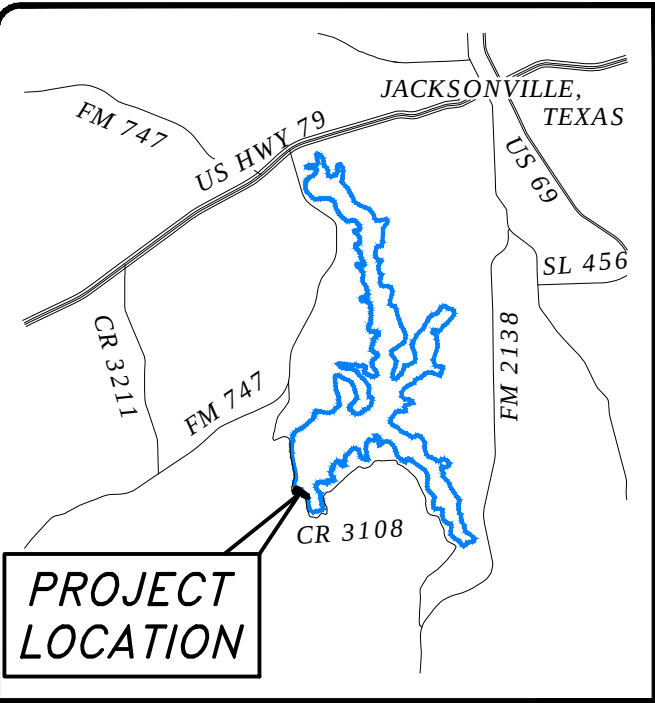
By: _____
Randy Gorham, Mayor

ATTEST:

Greg Lowe, City Secretary

APPROVED AS TO FORM:

D. Brett Brewer, City Attorney



- LEGEND
- BOUNDARY LINE
 - RECORD LOT LINES
 - SHORELINE
 - RIGHT-OF-WAY
 - 6' SETBACK LINE (SEE NOTE: 7)
 - 1/2" IRON ROD FOUND
 - STEEL NAIL WITH MAGNET SET
 - 1/2" IRON ROD SET WITH PLASTIC CAP MARKED "CANYON LAND SURVEYING MONUMENT"

VICINITY MAP: NOT TO SCALE

METES AND BOUNDS DESCRIPTION

BEING 4.077 ACRES OF LAND SITUATED IN THE H. C. EVANS SURVEY, ABSTRACT NO. 253, CHEROKEE COUNTY, TEXAS, AND BEING PART OF THAT CERTAIN FIRST TRACT: (GUM CREEK LAKE TRACT NO. 2) CALLED 128.2 ACRES DESCRIBED IN A DEED FROM ROY B. JOHNSON AND IRMA E. JOHNSON TO THE CITY OF JACKSONVILLE, AS RECORDED IN VOLUME 443, PAGE 471 OF THE DEED RECORDS OF CHEROKEE COUNTY, TEXAS, AND BEING PUBLIC CAMPGROUND ON THAT CERTAIN PLAT OF LAKE JACKSONVILLE LOTS, SOUTH SHORE SUBDIVISION, BLOCK "C", AS PREPARED BY FRANK SPEARY, REGISTERED PUBLIC SURVEYOR No. 777, ON DECEMBER 13, 1971 AND CERTIFIED BY ALAN M. KIRBY, REGISTERED PROFESSIONAL LAND SURVEYOR No. 4978, ON OCTOBER 28, 2011, AS SHOWN ON PLAT THEREOF RECORDED IN CABINET C, SLIDE 31C & 32C OF THE PLAT RECORDS OF CHEROKEE COUNTY, TEXAS, SAID 4.077 ACRES OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 1/2" IRON ROD FOUND AT THE SHORELINE OF LAKE JACKSONVILLE, AND BEING AT THE NORTHEAST CORNER OF BLOCK "C" ON THE ABOVE REFERENCED PLAT, AND BEING AT THE SOUTHEAST CORNER OF THE HEREIN DESCRIBED BLOCK "D";

THENCE NORTH 81°26'20" WEST, FOR A DISTANCE OF 155.90 FEET TO A 1/2" IRON ROD FOUND 26.38 FEET FROM THE CENTER OF PAVING OF COUNTY ROAD No. 3108, SHOWN AS SOUTH SHORE DRIVE ON THE ABOVE MENTIONED PLAT, AND BEING AT THE NORTHWEST CORNER OF THE ABOVE REFERENCED BLOCK "C", AND BEING AT THE LOWER SOUTHWEST CORNER OF THE HEREIN DESCRIBED BLOCK "D";

THENCE WITH THE OCCUPIED EAST RIGHT OF WAY OF SAID ROAD AS FOLLOWS:
NORTH 57°30'23" WEST, FOR A DISTANCE OF 74.06 FEET TO A 1/2" IRON ROD WITH CAP MARKED "CANYON" SET AT 25.00 FEET FROM CENTER OF PAVING;
NORTH 63°09'44" WEST, FOR A DISTANCE OF 120.65 FEET TO A 1/2" IRON ROD WITH CAP MARKED "CANYON" SET AT 25.00 FEET FROM CENTER OF PAVING;
NORTH 41°01'52" WEST, FOR A DISTANCE OF 130.12 FEET TO STEEL NAIL WITH MAGNET SET AT 25.00 FEET FROM CENTER OF PAVING;
NORTH 45°53'07" WEST, FOR A DISTANCE OF 65.87 FEET TO A 1/2" IRON ROD WITH CAP MARKED "CANYON" SET AT 25.00 FEET FROM CENTER OF PAVING;
NORTH 62°27'40" WEST, FOR A DISTANCE OF 75.77 FEET TO A STEEL NAIL WITH MAGNET SET AT 25.00 FEET FROM CENTER OF PAVING;
NORTH 79°59'01" WEST, FOR A DISTANCE OF 58.95 FEET TO A 1/2" IRON ROD WITH CAP MARKED "CANYON" SET AT 25.00 FEET FROM CENTER OF PAVING;
SOUTH 88°20'52" WEST, FOR A DISTANCE OF 29.96 FEET TO A 1/2" IRON ROD WITH CAP MARKED "CANYON" SET AT 25.00 FEET FROM CENTER OF PAVING;
SOUTH 79°22'40" WEST, FOR A DISTANCE OF 38.47 FEET TO A 1/2" IRON ROD WITH CAP MARKED "CANYON" SET AT 25.00 FEET FROM CENTER OF PAVING;
SOUTH 65°41'12" WEST, FOR A DISTANCE OF 66.57 FEET TO A 1/2" IRON ROD WITH CAP MARKED "CANYON" SET AT 25.00 FEET FROM CENTER OF PAVING;
SOUTH 76°42'12" WEST, FOR A DISTANCE OF 101.72 FEET TO A 1/2" IRON ROD WITH CAP MARKED "CANYON" SET AT 37.54 FEET FROM CENTER OF PAVING, AND BEING AT THE UPPER SOUTHWEST CORNER OF THE HEREIN DESCRIBED BLOCK "D";

THENCE OVER AND ACROSS THE ABOVE MENTIONED FIRST TRACT: (GUM CREEK LAKE TRACT NO. 2) CALLED 128.2 ACRES AS FOLLOWS:
NORTH 02°43'29" WEST, FOR A DISTANCE OF 160.59 FEET TO A 1/2" IRON ROD WITH CAP MARKED "CANYON" SET;
NORTH 32°47'18" EAST, FOR A DISTANCE OF 200.39 FEET TO A 1/2" IRON ROD WITH CAP MARKED "CANYON" SET NEAR THE SHORELINE OF LAKE JACKSONVILLE, AND BEING AT THE NORTHWEST CORNER OF THE HEREIN DESCRIBED BLOCK "D";

THENCE WITH THE SHORELINE OF LAKE JACKSONVILLE AS FOLLOWS:
SOUTH 74°58'20" EAST, FOR A DISTANCE OF 105.00 FEET TO A 1/2" IRON ROD WITH CAP MARKED "CANYON" SET;
SOUTH 66°31'32" EAST, FOR A DISTANCE OF 101.34 FEET TO A 1/2" IRON ROD WITH CAP MARKED "CANYON" SET;
SOUTH 70°51'34" EAST, FOR A DISTANCE OF 72.18 FEET TO A POINT FOR CORNER;
SOUTH 13°04'11" EAST, FOR A DISTANCE OF 51.37 FEET TO A 1/2" IRON ROD WITH CAP MARKED "CANYON" SET;
SOUTH 53°26'15" EAST, FOR A DISTANCE OF 140.34 FEET TO A 1/2" IRON ROD WITH CAP MARKED "CANYON" SET;
SOUTH 55°52'12" EAST, FOR A DISTANCE OF 125.00 FEET TO A 1/2" IRON ROD WITH CAP MARKED "CANYON" SET;
SOUTH 56°59'52" EAST, FOR A DISTANCE OF 120.00 FEET TO A 1/2" IRON ROD WITH CAP MARKED "CANYON" SET;
SOUTH 55°24'00" EAST, FOR A DISTANCE OF 100.34 FEET TO A POINT FOR CORNER;
SOUTH 12°25'59" EAST, FOR A DISTANCE OF 163.33 FEET BACK TO THE PLACE OF BEGINNING AND CONTAINING 4.077 ACRES OF LAND.

- NOTES:
- THIS SURVEY WAS COMPLETED WITHOUT THE BENEFIT OF AN ABSTRACT OF TITLE, THERE MAY BE EASEMENTS OR OTHER MATTERS NOT SHOWN THAT AFFECT THE PROPERTY.
 - THIS SURVEYOR HAS MADE NO INVESTIGATION OR INDEPENDENT SEARCH FOR EASEMENTS OF RECORD, ENCUMBRANCES, RESTRICTIVE COVENANTS, OWNERSHIP TITLE EVIDENCE OR ANY OTHER FACTS THAT AN ACCURATE AND CURRENT TITLE SEARCH MAY DISCLOSE, NOR WAS ANY PROVIDED.
 - IN PROVIDING THIS SURVEY NO ATTEMPT HAS BEEN MADE TO OBTAIN OR SHOW DATA CONCERNING THE EXISTENCE, SIZE, DEPTH, CONDITION, CAPACITY OR LOCATION OF ANY UTILITY EXISTING ON THE SUBJECT PROPERTY WHETHER PRIVATE, MUNICIPAL OR PUBLIC OWNED. SUBSURFACE AND ENVIRONMENTAL CONDITIONS WERE NOT SURVEYED OR EXAMINED OR STATEMENT IS MADE CONCERNING THE EXISTENCE OF UNDERGROUND OR OVERHEAD CONDITIONS, CONTAINERS OR FACILITIES THAT MAY AFFECT THE USE OR DEVELOPMENT OF THIS PROPERTY.
 - BY GEOGRAPHIC PLOTTING A PORTION OF THE SUBJECT PROPERTY IS LOCATED WITHIN (ZONE A - SPECIAL FLOOD HAZARD AREAS SUBJECT TO INUNDATION BY THE 1% ANNUAL CHANCE FLOOD), AS SHOWN ON FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD MAPS. SEE MAP NUMBER 48073C0300D, EFFECTIVE DATE JANUARY 6, 2011.
 - BEARINGS SHOWN HEREON ARE GRID AND BASED ON THE STATE PLANE COORDINATE SYSTEM 1983, TEXAS CENTRAL ZONE (4203), NAD83.
 - THIS PLAT CREATES 7 SHORELINE LEASE LOTS TOTALING 4.077 ACRES OF LAND ALONG THE RIGHT OF WAY OF COUNTY ROAD NO. 3108.
 - LEASE LOTS SHOWN HEREON ARE SUBJECT TO RULES AND REGULATIONS GOVERNING LAKE JACKSONVILLE ADOPTED BY THE CITY OF JACKSONVILLE.
 - IMPROVEMENTS ARE NOT SHOWN HEREON PER REQUEST OF THE CITY OF JACKSONVILLE.
 - THERE MAY BE BURIED UTILITIES ALONG THE RIGHT-OF-WAY OF COUNTY ROAD No. 3108 NOT SHOWN HEREON.

I, CANYON HAMILTON, REGISTERED PROFESSIONAL LAND SURVEYOR No. 6807, DO HEREBY CERTIFY THAT THE PLAT SHOWN HEREON WAS PREPARED FROM AN ACTUAL SURVEY MADE UNDER MY DIRECTION AND SUPERVISION ON THE GROUND DURING THE MONTH OF MAY, JUNE, & JULY, 2021, ALL MONUMENTS SHOWN HEREON ACTUALLY EXIST, AND THERE LOCATION, SIZE AND MATERIAL ARE CORRECTLY SHOWN.

GIVEN UNDER MY HAND & SEAL, THIS THE 30TH DAY OF JULY, 2021.

CANYON HAMILTON
REGISTERED PROFESSIONAL LAND SURVEYOR No. 6807

FIELD WORK BY: BEN BRUCE, WINDOM HAMILTON, & MONICA HAMILTON



RECOMMENDED FOR FINAL APPROVAL:

BUILDING INSPECTOR
JACKSONVILLE, TEXAS

DATE

CITY MANAGER
JACKSONVILLE, TEXAS

DATE

CITY SECRETARY
JACKSONVILLE, TEXAS

DATE

SECRETARY PLANNING & ZONING COMMISSION
JACKSONVILLE, TEXAS

DATE

CHAIRMAN PLANNING & ZONING COMMISSION
JACKSONVILLE, TEXAS

DATE

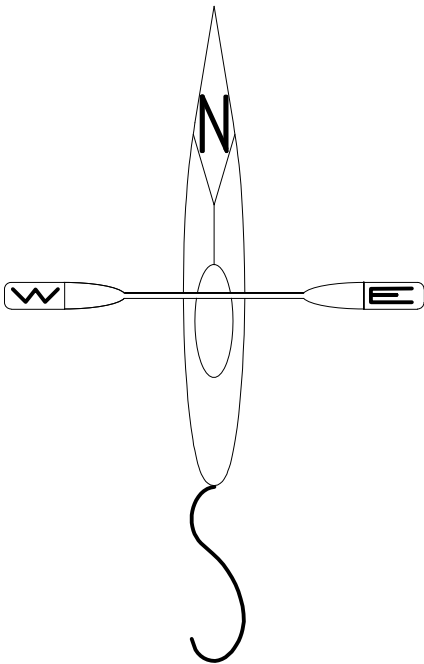
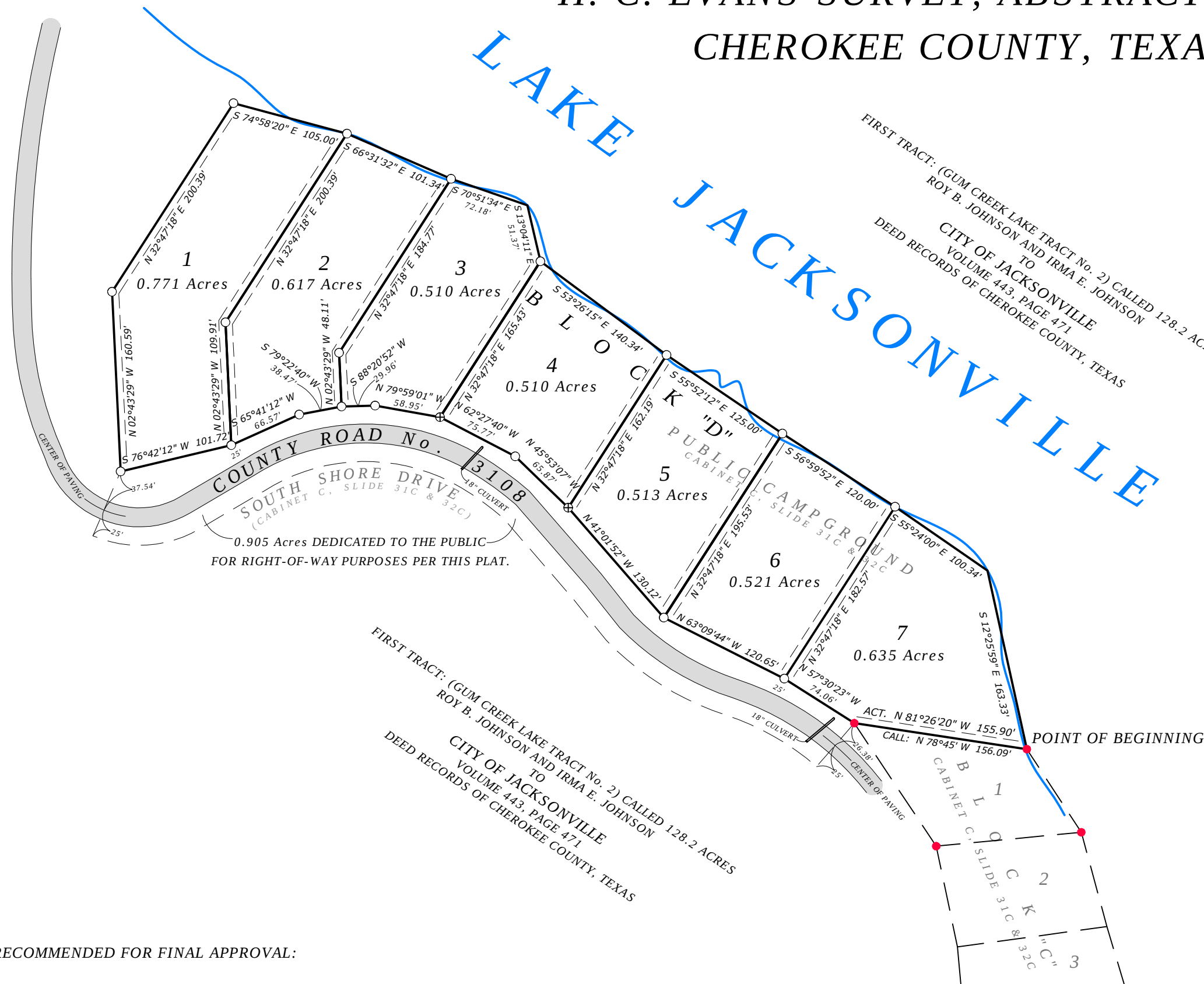
RECORDED IN CABINET _____ SLIDE _____ OF THE PLAT RECORDS OF CHEROKEE COUNTY, TEXAS, THIS THE ____ DAY OF _____, 2021.

CHECKED BY: CANYON HAMILTON

PRELIMINARY PLAT OF 99 YEAR LEASE LOTS APPROVED FOR PLATTING BY CITY COUNCIL AT JUNE 8TH, 2021 MEETING.
FILE: LAKE JACKSONVILLE LOTS - SOUTH SHORE SUBDIVISION - BLOCK "D" DATE: 07/30/2021 SCALE: 1" = 100'

PLAT OF
LAKE JACKSONVILLE LOTS
SOUTH SHORE SUBDIVISION
BLOCK "D"

H. C. EVANS SURVEY, ABSTRACT No. 253
CHEROKEE COUNTY, TEXAS



WE, THE CITY OF JACKSONVILLE, TEXAS, DO HEREBY CERTIFY THAT WE ARE THE OWNERS OF 4.077 ACRES OF LAND SHOWN HEREON AS BLOCK "D", BEING PART OF THAT CERTAIN FIRST TRACT: (GUM CREEK LAKE TRACT NO. 2) CALLED 128.2 ACRES DESCRIBED IN A DEED FROM ROY B. JOHNSON AND IRMA E. JOHNSON TO THE CITY OF JACKSONVILLE, AS RECORDED IN VOLUME 443, PAGE 471 OF THE DEED RECORDS OF CHEROKEE COUNTY, TEXAS, AND BEING PUBLIC CAMPGROUND ON THAT CERTAIN PLAT OF LAKE JACKSONVILLE LOTS, SOUTH SHORE SUBDIVISION, BLOCK "C", PREPARED BY FRANK SPEARY, REGISTERED PUBLIC SURVEYOR No. 777, ON DECEMBER 13, 1971 AND CERTIFIED BY ALAN M. KIRBY REGISTERED PROFESSIONAL LAND SURVEYOR No. 4978, ON OCTOBER 28, 2011, AS SHOWN ON PLAT THEREOF RECORDED IN CABINET C, SLIDE 31C AND 32C OF THE PLAT RECORDS OF CHEROKEE COUNTY, TEXAS, AND DO HEREBY ADOPT THIS PLAT DESIGNATING THE HEREIN DESCRIBED PROPERTY AS LAKE JACKSONVILLE LOTS 1, 2, 3, 4, 5, 6, & 7, BLOCK "D", SOUTH SHORE SUBDIVISION, AND HEREBY ACCEPT THIS AS OUR PLAN FOR SUBDIVIDING INTO LOTS AND BLOCKS AND DO DEDICATE TO THE PUBLIC FOREVER THE STREETS AND EASEMENTS AS SHOWN. IT IS THE OWNER'S RESPONSIBILITY TO VERIFY EASEMENTS PRIOR TO CONSTRUCTING ANY IMPROVEMENTS.

GREG LOWE, CITY SECRETARY
JACKSONVILLE, TEXAS

DATE

SUBSCRIBED AND SWORN BEFORE ME, A NOTARY PUBLIC, IN AND FOR THE STATE OF TEXAS,
THIS THE ____ DAY OF _____, 2021.

NOTARY PUBLIC, STATE OF TEXAS



PREPARED BY:

CANYON
LAND SURVEYING, LLC
107 COUNTY ROAD 3118
JACKSONVILLE, TEXAS 75766
(903) 721-3035
TBPELS FIRM REGISTRATION No. S-10194569



Jacksonville City Council

AGENDA ITEM REPORT

AGENDA DATE:	2/8/2022	ITEM NUMBER:	14.
DEPARTMENT:	Finance	PREPARED BY:	Roxanna Briley, Finance Director
INITIATED BY:	Roxanna Briley, Finance Director	EXHIBITS:	DM-#8180890-v3- Form_of_Purchase_Letter_- _City_of_Jacksonville_Tax_Note_S..., Tax Note Ordinance

EXECUTIVE SUMMARY:

The City Council's goals include a civic center for the community. Savings have been accumulating in the Hotel/Motel Occupancy Tax Fund for the purpose of building or purchasing a facility to be used as a civic center. A property has now been identified for this purpose. Staff believes it is in the best interest of the city to obtain financing for the purchase and remodel of the property

RECOMMENDED ACTION:

Approve an Ordinance authorizing the issuance and sale of Series 2022 Tax Notes. Award the sale of the Note. Levy a tax for payment of the Note. Prescribe the form of the Note. Enact other provisions relating to the subject.

BID AND AWARD:

TBD

BUDGET DATA:

Proceeds from the issuance of the tax notes will be used to purchase and remodel the facility. Payment of the notes will be made from Hotel/Motel Occupancy tax receipts. Approximately \$679,175 is available in fund balance reserves of the Hotel/Motel Occupancy Tax Fund.

BUDGET JUSTIFICATION:

Fund balance reserves of the Hotel/Motel Occupancy Tax Fund have been accumulating for the purpose of a civic center for the community.

BACKGROUND:

The City Council's goals include a civic center for the community. Savings have been accumulating in the Hotel/Motel Occupancy Tax Fund for the purpose of building or purchasing a facility to be used as a civic center. Designing and planning for the construction of a civic center occurred approximately 10 years ago. The price of the construction exceeded the amount of reserves the city had available. Since that time, the project has been on the back burner. With the library relocation to the Norman Activity Center, the city was left with no facility for events. In the Fall of 2021, a property was identified that could potentially be used as a civic center. The city is moving forward with the purchase of the property. Short term financing (7-yr.) is a suitable mechanism for the city to use, along with the fund balance reserves that have been accumulating, for the purchase, renovation, and start-up costs associated with the property.

POLICY/GOAL CONSIDERATION:

City Council strategic goals and strategies identified the need for a civic center.

LEGAL:

Ordinance prepared by the City's Bond Counsel Bracewell LLP.

PURCHASE LETTER

_____, 2022

Honorable Mayor and City Council
City of Jacksonville, Texas
315 S Ragsdale Street
Jacksonville, Texas 75766

Re: \$[1,000,000] City of Jacksonville, Texas Tax Note, Series 2022

Ladies and Gentlemen:

_____ (the “Purchaser”) hereby offers to purchase from the City of Jacksonville, Texas (the “City”) the captioned note (the “Note”) and, upon acceptance of this offer by the City, such offer will become a binding agreement between the Purchaser and the City. This offer must be accepted by 10:00 p.m., Central time, _____, 2022, and if not so accepted will be subject to withdrawal.

1. Purchase Price: The purchase price for the Note will be \$[1,000,000].
2. Paying Agent/Registrar Services and Purchaser’s Fees: The Purchaser [will/will not] serve as Paying Agent/Registrar for the Note [, and the annual fee for such services will be \$ _____.] [_____ will serve as Paying Agent/Registrar for the Note.]
3. Terms of Note: The Note shall be issued in the principal amount of \$[1,000,000] and shall bear interest at such rates, mature on such date, be subject to [optional and] mandatory redemption, and have such other terms and conditions as are set forth in the ordinance adopted by the City Council of the City on _____, 2022 (the “Ordinance”). The Purchaser has received a copy of the Ordinance. The Note is being issued to provide funds to pay contractual obligations to be incurred in connection with (i) the acquisition, construction, renovation and equipment of a civic center and the purchase of the necessary site therefor; and (ii) to pay the costs associated with the issuance of the Note. Pursuant to and as more fully described in the Ordinance, the Note shall be secured by a pledge of ad valorem taxes levied, within the limits prescribed by law, on all taxable property within the City.
4. Closing: The City shall deliver the Note to, or for the account of, the Purchaser and the Purchaser shall purchase the Note at 10:00 a.m. Central time, on _____, 2022, or at such other time as shall be mutually agreed upon (hereinafter referred to as the “Closing”). The Closing shall take place at the offices of Bracewell LLP, Houston, Texas, or such other location as may be mutually agreed upon.

5. Conditions to Closing: Neither the Purchaser nor the City shall have any obligation to consummate the purchase of the Note unless the following requirements have been satisfied prior to Closing:
- a) The Purchaser shall have received a certified copy of the Ordinance.
 - b) The City shall have delivered a closing certificate containing a certification with respect to no litigation and in a form acceptable to the Purchaser.
 - c) Bracewell LLP shall have received an executed Federal Tax Certificate, IRS Form 8038-G and an executed Issue Price Certificate in such forms as are sufficient to support its opinion described in paragraph 5(d), below.
 - d) Bracewell LLP shall have issued its approving legal opinion as to the due authorization, issuance and delivery of the Note and as to the exemption of the interest thereon from federal income taxation.
 - e) The Note shall have been approved by the Attorney General of the State of Texas and shall have been registered by the Comptroller of Public Accounts of the State of Texas.
 - f) The City shall have delivered a full electronic and/or and physical transcript prior to the date of Closing.
 - g) Nothing shall have occurred prior to Closing, which, in the Purchaser's opinion, has had or could have a materially adverse effect on the financial condition or general affairs of the City.
6. Acknowledgements and Representations of the Purchaser.
- a) The Purchaser is a "bank" as defined in Section 3(a)(2) of the Securities Act of 1933 (the "1933 Act") or an "accredited investor" within the meaning of Section 2(a)(15) of the 1933 Act and/or a "qualified institutional buyer" as defined in Rule 144A under the 1933 Act, as amended.
 - b) The Purchaser has sufficient knowledge and experience in financial and business matters, including purchase and ownership of municipal and other tax-exempt obligations of a nature similar to the Note to be able to evaluate the risks and merits of the investment represented by the purchase of the Note.
 - c) The Purchaser is acquiring the Note for its own account as evidence of a loan or for the account of a permitted transferee, and not with a view to, or for present sale in connection with, any distribution of the Note or any part thereof. It is the Purchaser's present intent to hold the Note to maturity or earlier redemption.
 - d) As a sophisticated investor, the Purchaser has made its own credit inquiry and analysis with respect to the City and the Note, and has made an independent credit

decision based upon such inquiry and analysis. The City has furnished to the Purchaser all the information that the Purchaser, as a reasonable investor, has requested of the City as a result of the Purchaser having attached significance thereto in making an investment decision with respect to the Note, and the Purchaser has had the opportunity to ask questions of and receive answers from knowledgeable individuals concerning the City and the Note. The Purchaser is able and willing to bear the economic risk of the purchase and ownership of the Note.

- e) The Purchaser understands that the Note has not been registered with any federal or state securities agency or commission.
- f) The Purchaser acknowledges that the Note is transferrable only by notation on the Register maintained by the Registrar and is freely transferrable provided that:
 - (i) the transferring holder thereof shall first have complied with any then applicable state and federal securities laws and regulations;
 - (ii) the transferring holder thereof can transfer the Note only to a transferee who executes and delivers to the City a letter of the transferee containing substantially the representations set forth in this Section 6, and is:
 - (A) a transferee who qualifies as a “qualified institutional buyer” as defined in Rule 144A under the 1933 Act; or
 - (B) a transferee who qualifies as an “accredited investor” within the meaning of Section 2(a)(15) of the 1933 Act, including a transferee who qualifies as a national bank or banking institution organized under the laws of any state acting in its individual or fiduciary capacity; or
 - (C) a securitization Special Purpose Vehicle (“SPV”), the interests in which SPV are sold to institutional investors only; and
 - (iii) the transferring holder thereof will not prepare or furnish, or cause to be prepared or furnished, any disclosure regarding the City’s finances without the prior review and written consent of the City, in the City’s sole discretion. However, the transferring holder will be permitted to disclose any of the City’s publically available financial information.
- g) The Purchaser represents and verifies that to the extent this Agreement constitutes a contract for goods or services for which a written verification is required under Section 2271.002, Texas Government Code that the Purchaser and any parent company, wholly- or majority-owned subsidiaries, and other affiliates of the Purchaser do not boycott Israel and will not boycott Israel through the end of the underwriting period. The foregoing verification is made solely to enable the City to comply with such Section and to the extent such Section does not contravene applicable federal or Texas law. As used in the foregoing verification, “boycott

Israel,” a term defined in Section 2271.001, Texas Government Code, by reference to Section 808.001(1), Texas Government Code, means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

- h) The Purchaser represents and verifies that neither the Purchaser nor any parent company, wholly- or majority-owned subsidiaries, and other affiliates of the Purchaser, is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, and posted on any of the following pages of such officer’s internet website:

<https://comptroller.texas.gov/purchasing/docs/sudan-list.pdf>,
<https://comptroller.texas.gov/purchasing/docs/iran-list.pdf>, or
<https://comptroller.texas.gov/purchasing/docs/fto-list.pdf>.

The foregoing representation is made solely to enable the City to comply with Section 2252.152, Texas Government Code, and to the extent such Section does not contravene applicable federal or Texas law and excludes the Purchaser and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates of the Purchaser, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization.

- i) The Purchaser represents and verifies that to the extent this Agreement constitutes a contract for goods or services for which a written verification is required under Section 2274.002, Texas Government Code (as added by Senate Bill 13, 87th Texas Legislature, Regular Session (“SB 13”)), as amended, the Purchaser and the parent company, wholly- or majority- owned subsidiaries, and other affiliates of the Purchaser do not boycott energy companies and, such entities will not boycott energy companies through the end of the underwriting period. The foregoing verification is made solely to enable the City to comply with such Section and to the extent such Section does not contravene applicable federal or Texas law. As used in the foregoing verification, “boycott energy companies,” a term defined in Section 2274.001(1), Texas Government Code (as enacted by SB 13) by reference to Section 809.001, Texas Government Code (also as enacted by SB 13), shall mean, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by (A) above.

- j) The Purchaser represents and verifies that to the extent this Agreement constitutes a contract for goods or services for which a written verification is required under Section 2274.002, Texas Government Code (as added by Senate Bill 19, 87th Texas Legislature, Regular Session, (“SB 19”)), as amended, neither Purchaser nor the parent company, wholly- or majority- owned subsidiaries, and other affiliates of the Purchaser have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association; and such entities will not through the end of the underwriting period discriminate against a firearm entity or firearm trade association. The foregoing verification is made solely to enable the City to comply with such Section and to the extent such Section does not contravene applicable Federal or Texas law.

As used in the foregoing verification and the following definitions, (a) “discriminate against a firearm entity or firearm trade association,” a term defined in Section 2274.001(3), Texas Government Code (as enacted by SB 19), (A) means, with respect to the firearm entity or firearm trade association, to (i) refuse to engage in the trade of any goods or services with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association, (ii) refrain from continuing an existing business relationship with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association, or (iii) terminate an existing business relationship with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association and (B) does not include (i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories and (ii) a company’s refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship (aa) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency or (bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity’s or association’s status as a firearm entity or firearm trade association, (b) “firearm entity,” a term defined in Section 2274.001(6), Texas Government Code (as enacted by SB 19), means a manufacturer, distributor, wholesaler, supplier, or retailer of firearms (defined in Section 2274.001(4), Texas Government Code, as enacted by SB 19, as weapons that expel projectiles by the action of explosive or expanding gases), firearm accessories (defined in Section 2274.001(5), Texas Government Code, as enacted by SB 19, as devices specifically designed or adapted to enable an individual to wear, carry, store, or mount a firearm on the individual or on a conveyance and items used in conjunction with or mounted on a firearm that are not essential to the basic function of the firearm, including detachable firearm magazines), or ammunition (defined in Section 2274.001(1), Texas Government Code, as enacted by SB 19, as a loaded cartridge case, primer, bullet, or propellant powder with or without a projectile) or a sport shooting range (defined in Section 250.001, Texas Local Government Code, as a business establishment, private club, or association that operates an area for the discharge or other use of firearms for silhouette, skeet, trap, black powder, target, self-defense,

or similar recreational shooting), and (c) “firearm trade association,” a term defined in Section 2274.001(7), Texas Government Code (as enacted by SB 19), means any person, corporation, unincorporated association, federation, business league, or business organization that (i) is not organized or operated for profit (and none of the net earnings of which inures to the benefit of any private shareholder or individual), (ii) has two or more firearm entities as members, and (iii) is exempt from federal income taxation under Section 501(a), Internal Revenue Code of 1986, as an organization described by Section 501(c) of that code.

As used in the verifications contained in this Purchase Letter, the Purchaser understands “affiliate” to mean an entity that controls, is controlled by, or is under common control with the Purchaser within the meaning of SEC Rule 405, 17 C.F.R. § 230.405, and exists to make a profit.

7. Audited Financial Statements. The City agrees to provide to Purchaser a copy of its audited financial statements within [270] days of the end of each fiscal year. The City may satisfy such obligation through a posting made on the Electronic Municipal Market Access website (www.emma.msrb.org).
8. Survival and Severability: For so long as the Note remain outstanding, the covenants made in paragraph 6 above shall remain operative and in full force and effect, regardless of (i) any investigation made by or on behalf of any party hereto or (ii) delivery of and payment for the Note hereunder.
9. No Oral Agreements: To the extent allowed by law, the parties hereto agree to be bound by the terms of the following notice: NOTICE: THIS PURCHASE LETTER, THE ORDINANCE, AND THE NOTE TOGETHER REPRESENT THE FINAL AGREEMENT BETWEEN THE PARTIES REGARDING THIS TRANSACTION AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES RELATING TO THIS TRANSACTION.

[Execution Pages to Follow]

If this purchase agreement meets with your approval, please execute it in the place provided below.

By: _____
Name: _____
Title: _____

ACCEPTED BY:
CITY OF JACKSONVILLE, TEXAS

By: _____
Mayor

ORDINANCE NO. 1612

AUTHORIZING THE ISSUANCE OF

\$1,000,000
CITY OF JACKSONVILLE, TEXAS
TAX NOTE
SERIES 2022

Adopted: February 8, 2022

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AN ORDINANCE OF THE CITY OF JACKSONVILLE, TEXAS,
AUTHORIZING THE ISSUANCE AND SALE OF CITY OF JACKSONVILLE,
TEXAS, TAX NOTE, SERIES 2022; AWARDING THE SALE OF SAID NOTE;
LEVYING A TAX IN PAYMENT THEREOF; PRESCRIBING THE FORM OF
SAID NOTE; AND ENACTING OTHER PROVISIONS RELATING TO THE
SUBJECT

WHEREAS, pursuant to Chapter 1431, Texas Government Code, as amended (the “Chapter 1431”), the governing body of a municipality is authorized to issue the note hereinafter authorized (the “Note”) to pay contractual obligations incurred or to be incurred for the purposes set forth in Section 3.01 hereof; and

WHEREAS, this governing body (the “City Council”) of the City of Jacksonville, Texas (the “City”), hereby finds and determines that it is necessary and in the best interest of the City and its citizens to issue such Note for the purposes herein described and that such Note shall be payable from and secured by ad valorem taxes levied, within the limits prescribed by law, on all taxable property within the City; and

WHEREAS, the Note hereinafter authorized shall mature before the seventh anniversary of the date that the Attorney General of the State of Texas approves the Note, as required by Chapter 1431; and

WHEREAS, it is affirmatively found that this City Council is authorized to proceed with the issuance and sale of such Note as authorized by the Constitution and laws of the State of Texas, particularly Chapter 1431; and

WHEREAS, the City Council has found and determined that it is necessary and in the best interest of the City and its citizens that it authorize by this Ordinance the issuance and delivery of its Note at this time; and

WHEREAS, it is officially found, determined, and declared that the meeting at which this Ordinance has been adopted was open to the public and public notice of the time, place and subject matter of the public business to be considered and acted upon at said meeting, including this Ordinance, was given, all as required by the applicable provisions of Chapter 551, Texas Government Code, as amended; Now Therefore,

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

ARTICLE I

DEFINITIONS AND OTHER PRELIMINARY MATTERS

Section 1.01. Definitions. Unless otherwise expressly provided or unless the context clearly requires otherwise, in this Ordinance the following terms shall have the meanings specified below:

“Bond Counsel” means Bracewell LLP.

“Business Day” means a day that is not a Saturday, Sunday, legal holiday or other day on which banking institutions in the city where the Designated Payment/Transfer Office is located are required or authorized by law or executive order to close.

“Code” means the Internal Revenue Code of 1986, as amended, and, with respect to a specific section thereof, such reference shall be deemed to include (a) the Regulations promulgated under such section, (b) any successor provision of similar import hereinafter enacted, (c) any corresponding provision of any subsequent Internal Revenue Code and (d) the regulations promulgated under the provisions described in (b) and (c).

“Comptroller” means the Comptroller of Public Accounts of the State.

“Debt Service Fund” means the Debt Service Fund established by Section 8.01(a).

“Designated Payment/Transfer Office” means (i) with respect to the initial Paying Agent/Registrar named herein, its office in Dallas, Texas, or at such other location designated by the Paying Agent/Registrar and (ii) with respect to any successor Paying Agent/Registrar, the office of such successor designated and located as may be agreed upon by the City and such successor.

“Initial Note” means the Note described in Section 3.04(d) and Section 6.02(e).

“Interest Payment Date” means the date or dates upon which interest on the principal of the Note is scheduled to be paid until the maturity of the Note, such dates being March 1 and September 1 of each year commencing September 1, 2022.

“Issuance Date” means the date of the initial delivery of and payment for the Note.

“Note” means the City’s note entitled “City of Jacksonville, Texas, Tax Note, Series 2022” authorized to be issued by Section 3.01.

“Ordinance” means this Ordinance.

“Owner” means the person who is the registered owner of a Note, as shown in the Register.

“Paying Agent/Registrar” means initially Wilmington Trust, National Association, or any successor thereto as provided in this Ordinance.

“Paying Agent/Registrar Agreement” means the Paying Agent/Registrar Agreement between the City and the Paying Agent/Registrar relating to the Note.

“Project Fund” shall have the meaning ascribed to Section 8.01(b).

“Purchase Letter” means the letter agreement described in Section 7.01 of this Ordinance.

“Purchaser” means The American National Bank of Texas.

“Record Date” means the fifteenth day of the month next preceding an Interest Payment Date.

“Register” means the Register specified in Section 3.06(a).

“Regulations” means the applicable proposed, temporary or final Treasury Regulations promulgated under the Code or, to the extent applicable to the Code, under the Internal Revenue Code of 1954, as such regulations may be amended or supplemented from time to time.

“Special Payment Date” means the Special Payment Date prescribed by Section 3.03(b).

“Special Record Date” means the Special Record Date prescribed by Section 3.03(b).

“State” means the State of Texas.

“Unclaimed Payments” means money deposited with the Paying Agent/Registrar for the payment of the principal of or interest on the Note as the same becomes due and payable and remaining unclaimed by the Owners of such Note for 90 days after the applicable payment or redemption date.

Section 1.02. Other Definitions. The terms “Chapter 1431” “City Council” and “City” shall have the meanings assigned in the preamble to this Ordinance.

Section 1.03. Findings. The declarations, determinations and findings declared, made and found in the preamble to this Ordinance are hereby adopted, restated and made a part of the operative provisions hereof.

Section 1.04. Table of Contents, Titles and Headings. The table of contents, titles and headings of the Articles and Sections of this Ordinance have been inserted for convenience of reference only and are not to be considered a part hereof and shall not in any way modify or restrict any of the terms or provisions hereof and shall never be considered or given any effect in construing this Ordinance or any provision hereof or in ascertaining intent, if any question of intent should arise.

Section 1.05. Interpretation.

(a) Unless the context requires otherwise, words of the masculine gender shall be construed to include correlative words of the feminine and neuter genders and vice versa, and words of the singular number shall be construed to include correlative words of the plural number and vice versa.

(b) Article and section references shall mean references to articles and sections of this Ordinance unless designated otherwise.

(c) This Ordinance and all the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein to sustain the validity of this Ordinance.

ARTICLE II

SECURITY FOR THE NOTE

Section 2.01. Tax Levy for Payment of Note.

(a) While the Note or any part of the principal thereof or interest thereon remains outstanding and unpaid, there is hereby levied and there shall be annually levied, assessed and collected in due time, form and manner, and at the same time other City taxes are levied, assessed and collected, in each year, a continuing direct annual ad valorem tax, within the limits prescribed by law, upon all taxable property in the City sufficient to pay the current interest on the Note as the same becomes due, and to provide and maintain a sinking fund adequate to pay the principal of the Note as such principal matures, but never less than two percent (2%) of the original principal amount of the Note each year, full allowance being made for delinquencies and costs of collection, and such taxes when collected shall be applied to the payment of the interest on and principal of the Note and to no other purpose. The proceeds from all taxes levied, assessed and collected for and on account of the Note authorized by this Ordinance shall be deposited into the Debt Service Fund created pursuant to Section 8.01 herein.

(b) Said ad valorem tax, the collections therefrom, and all amounts on deposit in or required hereby to be deposited to the Debt Service Fund are hereby pledged and committed irrevocably to the payment of the principal of and interest on the Note and related costs when and as due and payable in accordance with their terms and this Ordinance.

(c) To pay debt service on the Note coming due prior to receipt of the taxes levied to pay such debt service, there is hereby appropriated from current funds on hand, which are hereby certified to be on hand and available for such purpose, an amount sufficient to pay such debt service, and such amount shall be used for no other purpose.

ARTICLE III

AUTHORIZATION; GENERAL TERMS AND PROVISIONS REGARDING THE NOTE

Section 3.01. Authorization. The City's note to be designated "City of Jacksonville, Texas, Tax Note, Series 2022," is hereby authorized to be issued and delivered in accordance with the Constitution and laws of the State, particularly Chapter 1431, in the aggregate principal amount of \$1,000,000 to fund (a) the acquisition, construction, renovation and equipment of a civic center and the purchase of the necessary site therefor, and (b) the costs of issuing the Note.

Section 3.02. Date, Denomination, Maturities, Numbers and Interest.

(a) The Note shall be dated the Issuance Date and issued as a single Term Note (as defined herein) in the principal amount of \$1,000,000, bearing interest at a per annum rate of 1.690% and maturing on March 1, 2029.

(b) The Initial Note shall be in a denomination that is an integral multiple of \$1,000 and shall be numbered I-1 and all other Notes, if any, shall be numbered separately from R-1 upward or with such other designation acceptable to the City and the Paying Agent/Registrar.

(c) Interest on the Note shall accrue from the Issuance Date and be paid until the principal amount thereof has been paid or provision for such payment has been made, at the rate per annum specified in subsection (a) above. Such interest shall be payable semiannually on each Interest Payment Date until maturity or prior redemption. Interest on the Note shall be computed on the basis of a 360-day year composed of twelve 30-day months.

Section 3.03. Medium, Method and Place of Payment.

(a) The principal of and interest on the Note shall be paid in lawful money of the United States of America as provided in this Section.

(b) Interest on the Note shall be payable to the Owner whose name appears in the Register at the close of business on the Record Date; provided, however, that in the event of nonpayment of interest on a scheduled Interest Payment Date, and for 30 days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar if and when funds for the payment of such interest have been received from the City. Notice of the Special Record Date and of the scheduled payment date of the past due interest (the "Special Payment Date," which shall be at least 15 days after the Special Record Date) shall be sent at least five business days prior to the Special Record Date by United States mail, first class postage prepaid, to the address of the Owner of the Note appearing on the books of the Paying Agent/Registrar at the close of business on the last business day next preceding the date of mailing of such notice.

(c) Interest on the Note shall be paid by check (dated as of the Interest Payment Date) and sent by the Paying Agent/Registrar to the person entitled to such payment, United States mail, first class, postage prepaid, to the address of such person as it appears in the Register or by such other customary banking arrangements acceptable to the Paying Agent/Registrar and the person to whom interest is to be paid; provided, however, that such person shall bear all risk and expenses of such other customary banking arrangements.

(d) The principal of the Note shall be paid to the person in whose name such Note is registered on the due date thereof (whether at the maturity date or the date of prior redemption thereof) upon presentation and surrender of such Note at the Designated Payment/Transfer Office; provided, however, that for so long as the Note is held by a single Owner, mandatory sinking fund redemption payments made prior to final maturity will be noted by the Paying Agent/Registrar in their official records but will not require the presentation and surrender of the Note.

(e) If a date for the payment of the principal of or interest on the Note is not a Business Day in the city in which the Designated Payment/Transfer Office is located are authorized by law or executive order to close then the date for such payment shall be the next succeeding Business Day, and payment on such date shall have the same force and effect as if made on the original date payment was due.

(f) Subject to any applicable escheat, unclaimed property, or similar law, including Title 6 of the Texas Property Code, Unclaimed Payments remaining unclaimed by the Owners entitled thereto for three years after the applicable payment or redemption date shall be paid to the City and thereafter neither the City, the Paying Agent/Registrar, nor any other person shall be liable or responsible to any Owners of such Note for any further payment of such unclaimed moneys or on account of any such Note.

Section 3.04. Execution and Initial Registration.

(a) The Note shall be executed on behalf of the City by the Mayor or Mayor Pro Tem and the City Secretary of the City, by their manual or facsimile signatures, and the official seal of the City shall be impressed or placed in facsimile thereon. Such facsimile signatures on the Note shall have the same effect as if the Note had been signed manually and in person by each of said officers, and such facsimile seal on the Note shall have the same effect as if the official seal of the City had been manually impressed upon the Note.

(b) In the event that any officer of the City whose manual or facsimile signature appears on the Note ceases to be such officer before the authentication of such Note or before the delivery thereof, such manual or facsimile signature nevertheless shall be valid and sufficient for all purposes as if such officer had remained in such office.

(c) Except as provided below, no Note shall be valid or obligatory for any purpose or be entitled to any security or benefit of this Ordinance unless and until there appears thereon the Certificate of Paying Agent/Registrar substantially in the form provided in this Ordinance, duly authenticated by manual execution of the Paying Agent/Registrar. It shall not be required that the same authorized representative of the Paying Agent/Registrar sign the Certificate of Paying Agent/Registrar on the Note. In lieu of the executed Certificate of Paying Agent/Registrar described above, the Initial Note delivered on the Issuance Date shall have attached thereto the Comptroller's Registration Certificate substantially in the form provided in this Ordinance, manually executed by the Comptroller or by his duly authorized agent, which certificate shall be evidence that the Initial Note has been duly approved by the Attorney General of the State and that it is a valid and binding obligation of the City, and has been registered by the Comptroller.

(d) On the Issuance Date, one Note (the "Initial Note"), executed by manual or facsimile signature of the Mayor or Mayor Pro Tem and the City Secretary of the City, approved by the Attorney General of the State, and registered and manually signed by the Comptroller, will be delivered to the Purchaser or its designee against payment therefor.

Section 3.05. Ownership.

(a) The City, the Paying Agent/Registrar and any other person may treat the person in whose name any Note is registered as the absolute owner of such Note for the purpose of making and receiving payment of the principal thereof and premium, if any, thereon, for the further purpose of making and receiving payment of the interest thereon (subject to the provisions herein that interest is to be paid to the person in whose name the Note is registered on the Record Date), and for all other purposes, whether or not such Note is overdue, and neither the City nor the Paying Agent/Registrar shall be bound by any notice or knowledge to the contrary.

(b) All payments made to the person deemed to be the Owner of any Note in accordance with this Section shall be valid and effectual and shall discharge the liability of the City and the Paying Agent/Registrar upon such Note to the extent of the sums paid.

Section 3.06. Registration, Transfer and Exchange.

(a) So long as the Note remains outstanding, the City shall cause the Paying Agent/Registrar to keep at the Designated Payment/Transfer Office a register (the "Register") in which, subject to such reasonable regulations as it may prescribe, the Paying Agent/Registrar shall provide for the registration and transfer of the Note in accordance with this Ordinance.

(b) Subject to the restrictions contained in the Purchase Letter, the ownership of the Note may be transferred only upon the presentation and surrender of the Note at the Designated Payment/Transfer Office of the Paying Agent/Registrar with such endorsement or other evidence of transfer as is acceptable to the Paying Agent/Registrar. No transfer of the Note shall be effective until entered in the Register.

(c) The Note shall be exchangeable upon the presentation and surrender thereof at the Designated Payment/Transfer Office of the Paying Agent/Registrar for a Note of the same maturity and interest rate and in a denomination that is a multiple of \$1,000 or any integral multiple thereof, and in an aggregate principal amount equal to the unpaid principal amount of the Note presented for exchange. The Paying Agent/Registrar is hereby authorized to authenticate and deliver a Note exchanged for another Note in accordance with this Section.

(d) Each exchange Note delivered by the Paying Agent/ Registrar in accordance with this Section shall constitute an original contractual obligation of the City and shall be entitled to the benefits and security of this Ordinance to the same extent as the Note in lieu of which such exchange Note is delivered.

(e) No service charge shall be made to the Owner for the initial registration, subsequent transfer, or exchange for any different denomination of the Note. The Paying Agent/Registrar, however, may require the Owner to pay a sum sufficient to cover any tax or other governmental charge that is authorized to be imposed in connection with the registration, transfer or exchange of a Note.

(f) Neither the City nor the Paying Agent/Registrar shall be required to issue, transfer, or exchange any Note called for redemption, in whole or in part, where such redemption is scheduled to occur within 45 calendar days after the transfer or exchange date; provided, however, such limitation shall not be applicable to an exchange by the Owner of the uncalled principal balance of a Note.

Section 3.07. Cancellation and Authentication. A Note paid or redeemed before scheduled maturity in accordance with this Ordinance, and a Note in lieu of which an exchange Note or a replacement Note is authenticated and delivered in accordance with this Ordinance, shall be cancelled upon the making of proper records regarding such payment, redemption, exchange or

replacement. The Paying Agent/Registrar shall dispose of the cancelled Note in accordance with the Securities Exchange Act of 1934.

Section 3.08. Replacement Note.

(a) Upon the presentation and surrender to the Paying Agent/Registrar, at the Designated Payment/Transfer Office, of a mutilated Note, the Paying Agent/Registrar shall authenticate and deliver in exchange therefor a replacement Note of like tenor and principal amount, bearing a number not contemporaneously outstanding. The City or the Paying Agent/Registrar may require the Owner of such Note to pay a sum sufficient to cover any tax or other governmental charge that is authorized to be imposed in connection therewith and any other expenses connected therewith.

(b) In the event that the Note is lost, apparently destroyed or wrongfully taken, the Paying Agent/Registrar, pursuant to the applicable laws of the State and in the absence of notice or knowledge that such Note has been acquired by a bona fide purchaser, shall authenticate and deliver a replacement Note of like tenor and principal amount, bearing a number not contemporaneously outstanding, provided that the Owner first:

(i) furnishes to the Paying Agent/Registrar satisfactory evidence of his or her ownership of and the circumstances of the loss, destruction or theft of such Note;

(ii) furnishes such security or indemnity as may be required by the Paying Agent/Registrar and the City to save them harmless;

(iii) pays all expenses and charges in connection therewith, including, but not limited to, printing costs, legal fees, fees of the Paying Agent/Registrar and any tax or other governmental charge that is authorized to be imposed; and

(iv) satisfies any other reasonable requirements imposed by the City and the Paying Agent/Registrar.

(c) If, after the delivery of such replacement Note, a bona fide purchaser of the original Note in lieu of which such replacement Note was issued presents for payment such original Note, the City and the Paying Agent/Registrar shall be entitled to recover such replacement Note from the person to whom it was delivered or any person taking therefrom, except a bona fide purchaser, and shall be entitled to recover upon the security or indemnity provided therefor to the extent of any loss, damage, cost or expense incurred by the City or the Paying Agent/Registrar in connection therewith.

(d) In the event that any such mutilated, lost, apparently destroyed or wrongfully taken Note has become or is about to become due and payable, the Paying Agent/Registrar, in its discretion, instead of issuing a replacement Note, may pay such Note.

(e) Each replacement Note delivered in accordance with this Section shall constitute an original contractual obligation of the City and shall be entitled to the benefits and security of this Ordinance to the same extent as the Note in lieu of which such replacement Note is delivered.

ARTICLE IV

REDEMPTION OF NOTE BEFORE MATURITY

Section 4.01. Limitation on Redemption. The Note shall be subject to redemption before scheduled maturity only as provided in this Article IV.

Section 4.02. Optional Redemption. The City has reserved the right to redeem the Note before its scheduled maturity date, in whole or from time to time in part, on any date, at a redemption price equal to the principal amount thereof plus accrued interest to the date of redemption.

Section 4.03. Mandatory Sinking Fund Redemption.

(a) The Note is issued as a single "Term Note" as designated in the form of Note contained in Section 6.02(a) and is subject to scheduled mandatory redemption and will be redeemed by the City, in part, at a price equal to the respective principal amounts, without premium, plus accrued interest to the redemption date, out of moneys available for such purpose in the Debt Service Fund, on the dates and in the respective principal amounts as set forth in the form of Note contained in Section 6.02(a).

(b) Prior to each scheduled mandatory redemption date, the Paying Agent/Registrar shall select for redemption by lot, or by any other customary method that results in a random selection, a principal amount of the Term Note equal to the aggregate principal amount of such Term Note to be redeemed, shall call such Term Note for redemption on such scheduled mandatory redemption date, and shall give notice of such redemption, as provided in Section 4.03. Notwithstanding the foregoing, for so long as the Note is held as a single Term Note by the Purchaser, the Paying Agent/Registrar shall not be required to provide notice of redemption, and the Paying Agent/Registrar shall record the reductions in the principal amount of the Note due to mandatory sinking fund redemption payments in the official records of the Paying Agent/Registrar. Upon the request of the City, the Paying Agent/Registrar shall provide the City with records demonstrating the reduction in the principal amount of the Note.

(c) The principal amount of the Term Note required to be redeemed on any redemption date pursuant to subparagraph (a) of this Section 4.03 shall be reduced, at the option of the City, by the principal amount of any Term Note which, at least 45 days prior to the mandatory sinking fund redemption date shall have been acquired by the City and delivered to the Paying Agent/Registrar for cancellation.

Section 4.04. Partial Redemption.

(a) If less than all of the Note is to be redeemed pursuant to Section 4.02 hereof, the City shall determine the mandatory sinking fund payment to which the redemption shall apply and the amounts thereof to be redeemed and shall direct the Paying Agent/Registrar to call by lot, or other customary method that results in random selection, the Note, or portions thereof, within such maturity or maturities and in such principal amounts for redemption.

(b) A portion of the Note in a denomination greater than \$1,000 may be redeemed, but only in a principal amount equal to \$1,000 or any integral multiple thereof. If the Note is to be partially redeemed, the Paying Agent/Registrar shall treat each \$1,000 portion or any integral multiple thereof of the Note as though it were a single Note for purposes of selection for redemption.

(c) Upon surrender of any Note for redemption in part, the Paying Agent/Registrar, in accordance with Section 3.06 of this Ordinance, shall authenticate and deliver an exchange Note in an aggregate principal amount equal to the unredeemed portion of the Note so surrendered, such exchange being without charge. Notwithstanding the foregoing, for so long as the Note is held as a single Term Note by the Purchaser, the Paying Agent/Registrar shall record reductions in the principal amount of the Note due to partial redemptions in the official records of the Paying Agent/Registrar. Upon request of the City, the Paying Agent/Registrar shall provide the City with records demonstrating the reduction in the principal amount.

Section 4.05. Notice of Redemption to Owners.

(a) Unless the sole Owner is the Paying/Agent Registrar, the Paying Agent/Registrar shall give notice of any redemption of the Note by sending notice by United States mail, first class, postage prepaid, not less than 30 days before the date fixed for redemption, to the Owners of the Note (or portions thereof) to be redeemed, at the address shown on the Register at the close of business on the Business Day next preceding the date of mailing such notice.

(b) The City reserves the right to give notice of its election or direction to redeem the Note under Section 4.02 conditioned upon the occurrence of subsequent events. Such notice may state (i) that the redemption is conditioned upon the deposit of moneys and/or authorized securities, in an amount equal to the amount necessary to effect the redemption, with the Paying Agent/Registrar, or such other entity as may be authorized by law, no later than the redemption date or (ii) that the City retains the right to rescind such notice at any time prior to the scheduled redemption date if the City delivers a certificate of the City to the Paying Agent/Registrar instructing the Paying Agent/Registrar to rescind the redemption notice, and such notice and redemption shall be of no effect if such moneys and/or authorized securities are not so deposited or if the notice is rescinded. The Paying Agent/Registrar shall give prompt notice of any such rescission of a conditional notice of redemption to the affected Owners. The Note subject to conditional redemption where redemption has been rescinded shall remain outstanding.

(c) Any notice given as provided in this Section shall be conclusively presumed to have been duly given, whether or not the Owner receives such notice.

Section 4.06. Payment Upon Redemption.

(a) Before or on each redemption date, the City shall deposit with the Paying Agent/Registrar money sufficient to pay all amounts due on the redemption date and the Paying Agent/Registrar shall make provision for the payment of the Note to be redeemed on such date by setting aside and holding in trust such amounts as are received by the Paying Agent/Registrar from

the City and shall use such funds solely for the purpose of paying the principal of, redemption premium, if any, and accrued interest on the Note being redeemed.

(b) Upon presentation and surrender of the Note called for redemption at the Designated Payment/Transfer Office of the Paying Agent/Registrar on or after the date fixed for redemption (or if the Note is held as a single Term Note upon the reduction of the principal amount of the Note due to mandatory sinking fund redemption), the Paying Agent/Registrar shall pay the principal of, redemption premium, if any, and accrued interest on such Note to the date of redemption from the money set aside for such purpose.

Section 4.07. Effect of Redemption.

(a) When the Note has been called for redemption in whole or in part and due provision has been made to redeem same as herein provided, the Note or portions thereof so redeemed shall no longer be regarded as outstanding except for the purpose of receiving payment solely from the funds so provided for redemption, and the rights of the Owners to collect interest which would otherwise accrue after the redemption date on the Note or portion thereof called for redemption shall terminate on the date fixed for redemption.

(b) If the City shall fail to make provision for payment of all sums due on a redemption date, then the Note or portions thereof called for redemption shall continue to bear interest at the rate stated on the Note until due provision is made for the payment of same by the City.

Section 4.08. Lapse of Payment. Money set aside for the redemption of the Note and remaining unclaimed by the Owners thereof shall be subject to the provisions of Section 3.03(f) hereof.

ARTICLE V

PAYING AGENT/REGISTRAR

Section 5.01. Appointment of Initial Paying Agent/Registrar.

Wilmington Trust, National Association is hereby appointed as the initial Paying Agent/Registrar for the Note. The form of Paying Agent/Registrar Agreement is hereby approved.

Section 5.02. Qualifications. Each Paying Agent/Registrar shall be a commercial bank, a trust company organized under the laws of the State, or any other entity duly qualified and legally authorized to serve as and perform the duties and services of paying agent and registrar for the Note.

Section 5.03. Maintaining Paying Agent/Registrar.

(a) At all times while the Note is outstanding, the City will maintain a Paying Agent/Registrar that is qualified under Section 5.02 of this Ordinance. The Mayor or Mayor Pro Tem is hereby authorized and directed to execute an agreement with the Paying Agent/Registrar specifying the duties and responsibilities of the City and the Paying Agent/Registrar. The signature of the Mayor or Mayor Pro Tem shall be attested by the City Secretary.

(b) If the Paying Agent/Registrar resigns or otherwise ceases to serve as such, the City will promptly appoint a replacement.

Section 5.04. Termination. The City, upon not less than 45 days' notice, reserves the right to terminate the appointment of any Paying Agent/Registrar by delivering to the entity whose appointment is to be terminated written notice of such termination, provided, that such termination shall not be effective until a successor Paying Agent/Registrar has been appointed and has accepted the duties of Paying Agent/Registrar for the Note.

Section 5.05. Notice of Change. Promptly upon each change in the entity serving as Paying Agent/Registrar, the City will cause notice of the change to be sent to each Owner by United States mail, first class, postage prepaid, at the address in the Register, stating the effective date of the change and the name and mailing address of the replacement Paying Agent/Registrar.

Section 5.06. Agreement to Perform Duties and Functions. By accepting the appointment as Paying Agent/Registrar, and executing the Paying Agent/Registrar Agreement, the Paying Agent/Registrar is deemed to have agreed to the provisions of this Ordinance and that it will perform the duties and functions of Paying Agent/Registrar prescribed thereby.

Section 5.07. Delivery of Records to Successor. If a Paying Agent/Registrar is replaced, such Paying Agent/Registrar, promptly upon the appointment of the successor, will deliver the Register (or a copy thereof) and all other pertinent books and records relating to the Note to the successor Paying Agent/Registrar.

ARTICLE VI

FORM OF THE NOTE

Section 6.01. Form Generally.

(a) The Note, including the Registration Certificate of the Comptroller, the Certificate of the Paying Agent/Registrar, and the Assignment form to appear on the Note, (i) shall be substantially in the form set forth in this Article, with such appropriate insertions, omissions, substitutions, and other variations as are permitted or required by this Ordinance, and (ii) may have such letters, numbers, or other marks of identification and such legends and endorsements (including any reproduction of an opinion of counsel) thereon as, consistently herewith, may be determined by the City or by the officers executing such Note, as evidenced by their execution thereof.

(b) Any portion of the text of any Note may be set forth on the reverse side thereof, with an appropriate reference thereto on the face of the Note.

(c) The Note, including the Initial Note submitted to the Attorney General of the State, shall be typed, printed, lithographed, photocopied or engraved, and may be produced by any combination of these methods or produced in any other similar manner, all as determined by the officers executing such Note, as evidenced by their execution thereof.

Section 6.02. Form of Note. The form of Note, including the form of the Registration Certificate of the Comptroller, the form of Certificate of the Paying Agent/Registrar and the form of Assignment appearing on the Note, shall be substantially as follows:

(a) Form of Note.

REGISTERED
NO. I-1

REGISTERED
\$1,000,000

UNITED STATES OF AMERICA
STATE OF TEXAS

CITY OF JACKSONVILLE, TEXAS
TAX NOTE
SERIES 2022

INTEREST RATE:

1.690%

MATURITY DATE:

March 1, 2029

ISSUANCE DATE:

March 15, 2022

The City of Jacksonville (the “City”), in Cherokee County, State of Texas, for value received, hereby promises to pay to

THE AMERICAN NATIONAL BANK OF TEXAS

or registered assigns, on the Maturity Date specified above, the sum of

ONE MILLION DOLLARS

unless the payment of the principal hereof shall have been paid or provision for such payment shall have been made, and to pay interest on the unpaid principal amount hereof from the later of the Issuance Date specified above or the most recent interest payment date to which interest has been paid or provided for until such principal amount shall have been paid or provided for, at the per annum rate of interest specified above, computed on the basis of a 360-day year of twelve 30-day months, such interest to be paid semiannually on March 1 and September 1 of each year, commencing September 1, 2022.

The principal of this Note (or so much thereof as shall not have been paid or deemed to have been paid upon prior redemption) shall be payable without exchange or collection charges in lawful money of the United States of America on the Maturity Date specified above (unless redeemed prior thereto as provided in this Note) upon presentation and surrender of this Note at the corporate trust office in Dallas, Texas (the “Designated Payment/Transfer Office”), of Wilmington Trust, National Association, as initial Paying Agent/Registrar, or, with respect to a successor Paying Agent/Registrar, at the Designated Payment/Transfer Office of such successor. Interest on this Note is payable by check dated as of the interest payment date, mailed by the Paying Agent/Registrar to the registered owner at the address shown on the registration books kept by the Paying Agent/Registrar or by such other customary banking arrangements acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the person to whom interest

is to be paid. For the purpose of the payment of interest on this Note, the registered owner shall be the person in whose name this Note is registered at the close of business on the “Record Date,” which shall be the close of business on the fifteenth day of the month next preceding such interest payment date; provided, however, that in the event of nonpayment of interest on a scheduled interest payment date, and for 30 days thereafter, a new record date for such interest payment (a “Special Record Date”) will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the City. Notice of the Special Record Date and of the scheduled payment date of the past due interest (the “Special Payment Date,” which shall be 15 days after the Special Record Date) shall be sent at least five business days prior to the Special Record Date by United States mail, first class postage prepaid, to the address of each Owner of a Note appearing on the books of the Paying Agent/Registrar at the close of business on the last business day preceding the date of mailing such notice.

If a date for the payment of the principal of or interest on the Note is a Saturday, Sunday, legal holiday, or a day on which banking institutions in the city in which the Designated Payment/Transfer Office is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not a Saturday, Sunday, legal holiday, or day on which such banking institutions are authorized to close; and payment on such date shall have the same force and effect as if made on the original date payment was due.

This Note is dated the Issuance Date and is a duly authorized note specified in the title hereof, issued in the aggregate principal amount of \$1,000,000 (herein referred to as the “Note”), pursuant to a certain ordinance approved by the City Council of the City (the “Ordinance”) for the purpose of providing funds to fund the acquisition, construction renovation and equipment of a civic center and the purchase of the necessary site therefor, and the costs of issuing the Note.

This Note and the interest thereon are payable from the levy of a direct and continuing ad valorem tax levied, within the limit prescribed by law, against all taxable property in the City as described and provided in the Ordinance.

The City has reserved the right to redeem the Note before its scheduled maturity date, in whole or from time to time in part, on any date, at a redemption price equal to the principal amount thereof plus accrued interest to the date of redemption.

This Note is issued as a “Term Note” and is subject to mandatory sinking fund redemption prior to scheduled maturity, and will be redeemed by the City, in part at a redemption price equal to the respective principal amounts set forth below, without premium, plus interest accrued to the redemption date, on the dates and in the principal amounts shown in the following schedule and in the manner provided in the Ordinance:

<u>Mandatory</u> <u>Redemption Date:</u>	<u>Mandatory</u> <u>Redemption Amount:</u>
March 1, 2023	\$136,000
March 1, 2024	\$138,000
March 1, 2025	\$140,000

March 1, 2026	\$143,000
March 1, 2027	\$145,000
March 1, 2028	\$148,000
March 1, 2029 (maturity)	\$150,000

Reference is made to the Ordinance for complete details concerning the manner of redeeming this Note.

As provided in the Ordinance, and subject to certain limitations set forth in the Purchase Letter and the Ordinance, this Note is transferable upon surrender of this Note for transfer at the Designated Payment/Transfer Office, with such endorsement or other evidence of transfer as is acceptable to the Paying Agent/Registrar, and, thereupon, one or more new fully registered Note of the same stated maturity, of authorized denominations, bearing the same rate of interest, and for the same aggregate principal amount will be issued to the designated transferee or transferees.

The City, the Paying Agent/Registrar, and any other person may treat the person in whose name this Note is registered as the owner hereof for the purpose of receiving payment as herein provided (except interest shall be paid to the person in whose name this Note is registered on the Record Date or Special Record Date, as applicable) and for all other purposes, whether or not this Note be overdue, and neither the City nor the Paying Agent/Registrar shall be affected by notice to the contrary.

IT IS HEREBY CERTIFIED AND RECITED that the issuance of this Note is duly authorized by law; that all acts, conditions and things required to be done precedent to and in the issuance of the Note have been properly done and performed and have happened in regular and due time, form and manner, as required by law; that ad valorem taxes upon all taxable property in the City have been levied for and pledged to the repayment of the debt service requirements on the Note, within the limit prescribed by law; that when so collected, such taxes shall be appropriated to such purposes and that the total indebtedness of the City, including the Note, does not exceed any constitutional or statutory limitation.

IN WITNESS WHEREOF, this Note has been duly executed on behalf of the City, under its official seal, in accordance with law.

City Secretary
City of Jacksonville, Texas

Mayor [Pro Tem]¹
City of Jacksonville, Texas

[SEAL]

¹ Delete if the Mayor executes the Note.

(b) Form of Certificate of Paying Agent/Registrar

CERTIFICATE OF PAYING AGENT/REGISTRAR

This Note was originally issued as one Initial Note which was approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts of the State of Texas.

WILMINGTON TRUST, NATIONAL
ASSOCIATION,
as Paying Agent/Registrar

Dated: _____

By: _____
Authorized Signatory

(c) Form of Assignment.

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns, and transfers unto (print or typewrite name, address and Zip Code of transferee): _____

(Social Security or other identifying number: _____) the within Note and all rights hereunder and hereby irrevocably constitutes and appoints _____ attorney to transfer the within Note on the books kept for registration hereof, with full power of substitution in the premises.

Date: _____

Signature Guaranteed By:

Authorized Signatory

NOTICE: The signature on this Assignment must correspond with the name of the registered owner as it appears on the face of the within Note in every particular and must be guaranteed in a manner acceptable to the Paying Agent/Registrar.

(d) Form of Comptroller's Registration Certificate.

REGISTRATION CERTIFICATE OF
COMPTROLLER OF PUBLIC ACCOUNTS

OFFICE OF THE COMPTROLLER
OF PUBLIC ACCOUNTS

§
§

REGISTER NO. _____

I HEREBY CERTIFY THAT this Note has been examined, certified as to validity, and approved by the Attorney General of the State of Texas and that this Note has been registered by the Comptroller of Public Accounts of the State of Texas.

WITNESS MY SIGNATURE AND SEAL OF OFFICE this _____.

Comptroller of Public Accounts
of the State of Texas

[SEAL]

(e) The Initial Note shall be in the form set forth in paragraphs (a), (b), (c) and (d) of this Section and shall be numbered I-1.

Section 6.03. Legal Opinion. The approving legal opinion of Bond Counsel may be printed on the Note over the certification of the City Secretary of the City, which may be executed in facsimile.

ARTICLE VII

SALE OF THE NOTE; CONTROL AND DELIVERY OF THE NOTE

Section 7.01. Sale of Note; Purchase Letter.

(a) The Note is hereby sold and shall be delivered to the Purchaser at a price of \$1,000,000, representing the par amount of the Note in accordance with the terms of the Purchase Letter of even date herewith, presented to and hereby approved by the City Council, which price and terms are hereby found and determined to be the most advantageous reasonably obtainable by the City. The Mayor or Mayor Pro Tem and other appropriate officials of the City are hereby authorized to execute the Purchase Letter on behalf of the City and to do any and all things necessary or desirable to satisfy the conditions set out therein and to provide for the issuance and delivery of the Note and the approving opinion of the Attorney General of the State.

(b) All officers and officials of the City are authorized to take such actions and to execute such documents, certificates and receipts, and to make such elections with respect to the tax-exempt status of the Note, as they may deem necessary and appropriate in order to consummate the delivery of the Note. Further, in connection with the submission of the record of proceedings for the Note to the Attorney General of the State for examination and approval of such Note, the appropriate officer of the City is hereby authorized and directed to issue a check payable or in the alternative, by a wire transfer payable by the City to the Attorney General of the State as a nonrefundable examination fee in the amount required by Chapter 1202, Texas Government Code (such amount to be the lesser of (i) 1/10th of 1% of the principal amount of the Note or (ii) \$9,500,

but in no case less than \$750). If such review fee is advanced by Bond Counsel, the appropriate office of the City is hereby authorized to reimburse Bond Counsel for the advance of such review fee.

(c) The obligation of the Purchaser to accept delivery of the Note is subject to the Purchaser being furnished with the final, approving opinion of Bond Counsel, which opinion shall be dated as of and delivered on the Issuance Date.

Section 7.02. Control and Delivery of Note.

(a) The Mayor or his designee is hereby authorized to have control of the Initial Note and all necessary records and proceedings pertaining thereto pending investigation, examination and approval of the Attorney General of the State, registration by the Comptroller, and registration with, and initial exchange or transfer by, the Paying Agent/Registrar.

(b) After registration by the Comptroller, delivery of the Note shall be made to the Purchaser under and subject to the general supervision and direction of the Mayor, against receipt by the City of all amounts due to the City under the terms of sale.

(c) In the event the Mayor is absent or otherwise unable to execute any document or take any action authorized herein, the Mayor Pro Tem shall be authorized to execute such documents and take such actions, and the performance of such duties by the Mayor Pro Tem shall for the purposes of this Ordinance have the same force and effect as if such duties were performed by the Mayor.

ARTICLE VIII

CREATION OF FUNDS; DEPOSIT OF PROCEEDS; INVESTMENTS

Section 8.01. Creation of Funds.

(a) The City hereby establishes a special fund or account to be designated the “City of Jacksonville, Texas Tax Note, Series 2022 Debt Service Fund” (the “Debt Service Fund”);

(b) The City hereby establishes a special fund or account to be designated as the “City of Jacksonville, Texas Tax Note, Series 2022 Project Fund” (the “Project Fund”); and

(c) The funds or accounts created under this Section shall be maintained at an official depository bank of the City and accounted for separately and apart from all other funds and accounts of the City.

Section 8.02. Debt Service Fund.

(a) The taxes levied under Section 2.01 shall be deposited to the credit of the Debt Service Fund at such times and in such amounts as necessary for the timely payment of the principal of and interest on the Note.

(b) If the amount of money in the Debt Service Fund is at least equal to the aggregate principal amount of the outstanding Note plus the aggregate amount of interest due and that will become due and payable on such Note, no further deposits to that fund need be made.

(c) Money on deposit in the Debt Service Fund shall be used to pay the principal of and interest on the Note as such become due and payable.

Section 8.03. Deposit of Proceeds.

Proceeds from the sale of the Note is appropriated for the purposes and shall, promptly upon receipt by the City, be applied as follows:

(a) Note proceeds in the amount of \$959,850.00 shall be deposited to the Project Fund and used for the purposes set forth in Section 3.01(a).

(b) Note proceeds in the amount of \$40,150.00 shall be used to pay the costs of issuance.

(c) Any excess amounts remaining after paying the costs specified in subsection (b) may be deposited to the Project Fund and used for the purposes described in subsection (a). Any amounts remaining after accomplishing the purposes described in subsection (a) and paying the costs specified in subsection (b) shall be deposited to the Debt Service Fund and applied to the payment of debt service on the Note.

Section 8.04. Security of Funds. All moneys on deposit in the funds referred to in this Ordinance shall be secured in the manner and to the fullest extent required by the laws of the State for the security of public funds, and moneys on deposit in such funds shall be used only for the purposes permitted by this Ordinance.

Section 8.05. Investments.

(d) Money in the Debt Service Fund and the Project Fund, at the option of the City, may be invested in such securities or obligations as permitted under applicable law.

(e) Any securities or obligations in which money is so invested shall be kept and held in trust for the benefit of the Owner and shall be sold and the proceeds of sale shall be timely applied to the making of all payments required to be made from the fund from which the investment was made.

Section 8.06. Investment Income. Interest and income derived from investment of any fund created by this Ordinance shall be credited to such fund.

ARTICLE IX

PARTICULAR REPRESENTATIONS AND COVENANTS

Section 9.01. Payment of Note. While the Note is outstanding and unpaid, there shall be made available to the Paying Agent/Registrar, out of the Debt Service Fund, money sufficient to pay the interest on and the principal of the Note, as applicable, as will accrue or mature on each applicable Interest Payment Date.

Section 9.02. Other Representations and Covenants.

(a) The City is a duly organized and existing political subdivision of the State under the Constitution and laws of the State.

(b) The City is duly authorized under the laws of the State to issue the Note; all action on its part for the creation and issuance of the Note has been duly and effectively taken; and the Note in the hands of the Owners thereof are and will be valid and enforceable obligations of the City in accordance with their terms.

Section 9.03. Ordinance a Contract – Amendments and Remedies.

(a) This Ordinance shall constitute a contract with the Owners from time to time, be binding on the City, and shall not be amended or repealed by the City so long as the Note remains Outstanding except as permitted in this Section. The City may, without the consent of or notice to any Owners, from time to time and at any time, amend this Ordinance in any manner not detrimental to the interests of the Owners, including the curing of any ambiguity, inconsistency, or formal defect or omission herein. In addition, the City may, with the consent of Owners, amend, add to, or rescind any of the provisions of this Ordinance.

(b) In the event of a default in the payment of the principal of or interest on the Note or a default in the performance of any duty or covenant provided by law or in this Ordinance, the Owner of the Note may pursue all legal remedies afforded by the Constitution and laws of the State to compel the City to remedy such default and to prevent further default or defaults, including by suit for mandamus or otherwise to enforce or compel performance of all duties required to be performed by the City under this Ordinance.

Section 9.04. Provisions Regarding Federal Income Tax Matters.

(a) General. The City covenants not to take any action or omit to take any action that, if taken or omitted, would cause the interest on the Note to be includable in gross income for federal income tax purposes. In furtherance thereof, the City covenants to comply with sections 103 and 141 through 150 of the Code and the provisions set forth in the Federal Tax Certificate executed by the City in connection with the Note.

(b) No Private Activity Bond. The City covenants that it will use the proceeds of the Note (including investment income) and the property financed, directly or indirectly, with such proceeds so that the Note will not be a “private activity bond” within the meaning of section 141 of the Code. Furthermore, the City will not take a deliberate action (as defined in section 1.141-

2(d)(3) of the Regulations) that causes the Note to be a “private activity bond” unless it takes a remedial action permitted by section 1.141-12 of the Regulations.

(c) No Federal Guarantee. The City covenants not to take any action or omit to take any action that, if taken or omitted, would cause the Note to be “federally guaranteed” within the meaning of section 149(b) of the Code, except as permitted by section 149(b)(3) of the Code.

(d) No Hedge Bond. The City covenants and agrees not to take any action, or knowingly omit to take any action, within its control, that, if taken or omitted, respectively, would cause the Note to be a “hedge bond” within the meaning of section 149(g) of the Code.

(e) No Arbitrage Bond. The City covenants that it will make such use of the proceeds of the Note (including investment income) and regulate the investment of such proceeds of the Note so that the Note will not be an “arbitrage bond” within the meaning of section 148(a) of the Code.

(f) Required Rebate. The City covenants that, if the City does not qualify for an exception to the requirements of section 148(f) of the Code, the City will comply with the requirement that certain amounts earned by the City on the investment of the gross proceeds of the Note, be rebated to the United States.

(g) Information Reporting. The City covenants to file or cause to be filed with the Secretary of the Treasury an information statement concerning the Note in accordance with section 149(e) of the Code.

(h) Record Retention. The City covenants to retain all material records relating to the expenditure of the proceeds (including investment income) of the Note and the use of the property financed, directly or indirectly, thereby until three years after the Note is redeemed or paid at maturity (or such other period as provided by subsequent guidance issued by the Department of the Treasury) in a manner that ensures their complete access throughout such retention period.

(i) Registration. If the Note is a “registration-required bond” under section 149(a)(2) of the Code, the Note will be issued in registered form.

(j) Favorable Opinion of Bond Counsel. Notwithstanding the foregoing, the City will not be required to comply with any of the federal tax covenants set forth above if the City has received an opinion of nationally recognized bond counsel that such noncompliance will not adversely affect the excludability of interest on the Note from gross income for federal income tax purposes.

(k) Continuing Compliance. Notwithstanding any other provision of this Ordinance, the City’s obligations under the federal tax covenants set forth above will survive the defeasance and discharge of the Note for as long as such matters are relevant to the excludability of interest on the Note from gross income for federal income tax purposes.

(l) Official Intent. For purposes of section 1.150-2(d) of the Regulations, to the extent that an official intent to reimburse has not previously been adopted by the City, this Ordinance serves as the City’s official declaration of intent to use proceeds of the Note to reimburse itself

from proceeds of the Note issued in the maximum amount for certain expenditures paid in connection with the projects set forth herein. Any such reimbursement will only be made (i) for an original expenditure paid no earlier than 60 days prior to the date hereof and (ii) not later than 18 months after the later of (A) the date the original expenditure is paid or (B) the date of with the project to which such expenditure relates is placed in service or abandoned, but in to event more than three years after the original expenditure is paid.

(m) Qualified Tax-Exempt Obligations. The City hereby designates the Note as a “qualified tax-exempt obligation” for purposes of section 265(b) of the Code. In connection therewith, the City represents (a) that the aggregate amount of tax-exempt obligations issued by the City during calendar year 2022, including the Note, which have been designated as “qualified tax-exempt obligations” under section 265(b)(3) of the Code does not exceed \$10,000,000, and (b) that the reasonably anticipated amount of tax-exempt obligations which will be issued by the City during calendar year 2022, including the Note, will not exceed \$10,000,000. For purposes of this Section, the term “tax-exempt obligation” does not include “private activity bonds” within the meaning of section 141 of the Code, other than “qualified 501(c)(3) bonds” within the meaning of section 145 of the Code. In addition, for purposes of this Section, the City includes all entities which are aggregated with the City under the Code.

ARTICLE X

DISCHARGE

Section 10.01. Discharge. The City reserves the right to defease, discharge or refund the Note in any manner permitted by applicable law.

ARTICLE XI

MISCELLANEOUS

Section 11.01. Changes to Ordinance. Bond Counsel is hereby authorized to make changes to the terms of this Ordinance if necessary or desirable to carry out the purposes hereof or in connection with the approval of the issuance of the Note by the Attorney General of the State.

Section 11.02. Partial Invalidity. If any section, paragraph, clause or provision of this Ordinance shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Ordinance.

Section 11.03. Repealer. All ordinances or resolutions, or parts thereof, heretofore adopted by the City and inconsistent with the provisions of this Ordinance are hereby repealed to the extent of such conflict.

Section 11.04. Individuals Not Liable. No covenant, stipulation, obligation or agreement herein contained shall be deemed to be a covenant, stipulation, obligation or agreement of any member of City Council or agent or employee of City Council or of the City in his or her individual capacity and neither the members of City Council nor any officer thereof, nor any agent or

employee of City Council or of the City, shall be liable personally on the Note, or be subject to any personal liability or accountability by reason of the issuance thereof.

Section 11.05. Related Matters. To satisfy in a timely manner all of the City's obligations under this Ordinance, the Mayor, Mayor Pro Tem, the City Secretary, the City Manager and all other appropriate officers and agents of the City are hereby authorized and directed to do any and all things necessary and/or convenient to carry out the terms and purposes of this Ordinance.

Section 11.06. Perfection of Security Interest. Chapter 1208, Texas Government Code, applies to the issuance of the Note and the pledge of the taxes thereof granted by the City under Section 2.01 of this Order, and such pledge is therefore valid, effective, and perfected. If Texas law is amended at any time while the Note is outstanding and unpaid such that the pledge of the taxes thereof granted by the City under Section 2.01 of this Order is to be subject to the filing requirements of Chapter 9, Business & Commerce Code, then in order to preserve to the registered owner of the Note the perfection of the security interest in said pledge, the City agrees to take such measures as it determines are reasonable and necessary under Texas law to comply with the applicable provisions of Chapter 9, Business & Commerce Code and enable a filing to perfect the security interest in said pledge to occur.

Section 11.07. Force and Effect. This Ordinance shall be in full force and effect from and after its final passage, and it is so ordained.

[Signature Page Follows]

PASSED, APPROVED AND EFFECTIVE this 8th day of February, 2022.

City Secretary
City of Jacksonville, Texas

Mayor
City of Jacksonville, Texas

[SEAL]

CERTIFICATE FOR ORDINANCE

THE STATE OF TEXAS §
COUNTY OF CHEROKEE §

I, the undersigned officers of the City Council of City of Jacksonville, Texas, hereby certify as follows:

1. The City Council of City of Jacksonville, Texas convened in a regular session on the 8th day of February, 2022, at the regular meeting place thereof within said City, and the roll was called of the duly constituted officers and members of said City Council to wit:

Randy Gorham	Mayor
Hubert Robinson	Council Member, District 1
Mindy Gellcok	Council Member, District 2
Tim McRae	Council Member, District 3
Rob Gowin	Mayor Pro Tem and Council Member, District 4

and all of said persons were present, except the following absentee(s): _____, thus constituting a quorum. Whereupon, among other business, the following was transacted at said meeting: a written

ORDINANCE NO. 1612

AN ORDINANCE OF THE CITY OF JACKSONVILLE, TEXAS, AUTHORIZING THE ISSUANCE AND SALE OF CITY OF JACKSONVILLE, TEXAS, TAX NOTE, SERIES 2022; AWARDING THE SALE OF SAID NOTE; LEVYING A TAX IN PAYMENT THEREOF; PRESCRIBING THE FORM OF SAID NOTE; AND ENACTING OTHER PROVISIONS RELATING TO THE SUBJECT

was duly introduced for the consideration of said City Council. It was then duly moved and seconded that said ordinance be adopted; and, after due discussion, said motion, carrying with it the adoption of said ordinance, prevailed and carried by the following vote:

_____ Member(s) of City Council voted "Aye".

_____ Member(s) of City Council voted "No".

_____ Member(s) of City Council abstained from voting.

2. A true, full and correct copy of the aforesaid ordinance adopted at the meeting described in the above and foregoing paragraph is attached to and follows this certificate; that said ordinance has been duly recorded in said City Council's minutes of said meeting; that the above and foregoing paragraph is a true, full and correct excerpt from said City Council's minutes of said

meeting pertaining to the adoption of said ordinance; that the persons named in the above and foregoing paragraph are the duly chosen, qualified and acting officers and members of said City Council as indicated therein; that each of the officers and members of said City Council was duly and sufficiently notified officially and personally, in advance, of the date, hour, place and purpose of the aforesaid meeting, and that said ordinance would be introduced and considered for adoption at said meeting, and each of said officers and members consented, in advance, to the holding of said meeting for such purpose; that said meeting was open to the public as required by law; and that public notice of the date, hour, place and subject of said meeting was given as required by Chapter 551, Texas Government Code.

SIGNED AND SEALED this 8th day of February, 2022.

[SEAL]

City Secretary
City of Jacksonville, Texas



Jacksonville City Council

AGENDA ITEM REPORT

AGENDA DATE:	<u>2/8/2022</u>	ITEM NUMBER:	<u>15.</u>
DEPARTMENT:	<u>Administration</u>	PREPARED BY:	<u>Greg Lowe, City Secretary</u>
INITIATED BY:	<u>Greg Lowe, City Secretary</u>	EXHIBITS:	<u>Ordinance Wilson Street-Closure 22031, Exhibit A - Plat showing abandoning Wilson St.</u>

EXECUTIVE SUMMARY:

M.L. Earle's 1914 map of greater Jacksonville appears to show Wilson St. running further west than the current street actually does. Currently, Wilson St. stops at S. Bonner. On the 1914 map, the street runs west to S. Patton. No dedication of the street can be located. This came to light during a survey for the purchase of the property on which the street is shown on the 1914 map. In order to assist in the sale of the property and there being no formal dedication of the street found, staff is recommending it be "abandoned".

RECOMMENDED ACTION:

BID AND AWARD:

BUDGET DATA:

BUDGET JUSTIFICATION:

BACKGROUND:**POLICY/GOAL CONSIDERATION:****LEGAL:**

ORDINANCE NO. _____

**AN ORDINANCE PROVIDING FOR THE ABANDONMENT,
VACATION AND CLOSURE OF THE FOLLOWING
STREET SEGMENT, TO-WIT: A PORTION OF WILSON
STREET BETWEEN S. BONNER STREET AND S. PATTON
STREET ACCORDING TO M.L. EARLE'S 1914 MAP OF
GREATER JACKSONVILLE AND PROVIDING FOR THE
TERMS AND CONDITIONS OF ABANDONMENT,
VACATION AND CLOSURE**

WHEREAS, the City Council of the City of Jacksonville, acting pursuant to law, deems it advisable to abandon, vacate and close the hereinafter described street segment and is of the opinion that said land is not needed for public use and therefore constitutes a public charge without corresponding benefit, and that same should be abandoned, vacated and closed as hereinafter provided; and

WHEREAS, the City of Jacksonville has no record that the hereafter described street segment was ever dedicated as a city street, but the said street segment does appear on M.L. Earle's 1914 Map of Greater Jacksonville; and

WHEREAS, the City Council of the City of Jacksonville is of the opinion that the best interest and welfare of the public will be served by abandoning, vacating and closing same resulting in the vesting of title in those so entitled thereto upon the City's abandonment of same, subject to the conditions, requirements and restrictions contained herein;

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

1. That portion of Wilson Street located in Jacksonville, Cherokee County, Texas, between S. Bonner Street and S. Patton Street shall be and the same is hereby abandoned, vacated and closed insofar as any right, title and easement of the public is concerned; subject, however, to the conditions, requirements and restrictions hereinafter more fully set out herein and which street segment is depicted more particularly in attached Exhibit "A" which is incorporated herein for all purposes.

2. That the abandonment, vacation and closure provided for herein is conditioned upon and made and accepted subject to all present zoning and deed restrictions if the latter exist, and all easements, whether apparent or non-apparent, aerial, surface or underground.
3. Severability. It is the intention of the City Council of the City of Jacksonville that if any phrase, sentence, section or paragraph of this ordinance be declared unconstitutional or otherwise invalid by final judgment by a court of competent jurisdiction such unconstitutionality or invalidity shall not affect any of the remainder of this ordinance since the same would have been enacted by the City Council without the incorporation of the unconstitutional or invalid phrase, sentence, section or paragraph.
4. Compliance. A notice was posted and this ordinance was passed in accordance with the Texas Open Meeting Act.
5. Effectiveness. The City Council of the City of Jacksonville, Texas declares that this ordinance shall go into effect after its passage, approval and publication according to law.

APPROVED AND ADOPTED on this the ____ day of _____,
2022.

THE CITY OF JACKSONVILLE

By: _____
Randy Gorham, Mayor

ATTEST:

Greg Lowe, City Secretary

APPROVED AS TO FORM:

D. Brett Brewer, City Attorney

(Acknowledgment)

THE STATE OF TEXAS §
 §
COUNTY OF CHEROKEE §

This instrument was acknowledged before me on _____, 2022, by Randy Gorham, Mayor of the City of Jacksonville, Texas, on behalf of said entity and in the capacity stated.

Greg Lowe, City Secretary

(Acknowledgment)

THE STATE OF TEXAS §
 §
COUNTY OF CHEROKEE §

This instrument was acknowledged before me on _____, 2022, by Greg Lowe, City Secretary of the City of Jacksonville, Texas, on behalf of said entity and in the capacity stated.

Notary Public, State of Texas

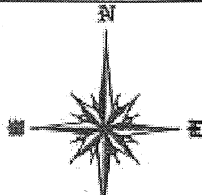
(Acknowledgment)

THE STATE OF TEXAS §
 §
COUNTY OF CHEROKEE §

This instrument was acknowledged before me on _____, 2022, by D. Brett Brewer, City Attorney of the City of Jacksonville, Texas, on behalf of said entity and in the capacity stated.

Greg Lowe, City Secretary

EXHIBIT "A"



20 ACRES
TEXAS LAND CO.
TO
I. & G.N.R.R.
NOVEMBER 8, 1880
L2456

75 ACRES
SARAH FRY
TO
INTERNATIONAL
RAILROAD COMPANY
JULY 27, 1872
X/232

0.225 ACRES
CHEROKEE COUNTY
TO
ROBERT GOWIN LLC.
MAY 22, 2012
2113376

FND. 1/2" STEEL ROD
FND. 1/2" STEEL ROD

0.527 Acres Surveyed
22963.94 Sq. Ft.

BLOCK 12

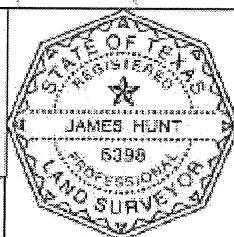
part of Lots 6-10, Block 123
J.S. Barnes et al
to
Kansas and Gulf Short Line
Railroad
November 25, 1882
N2/222

Lots 1-5, Block 123
Mary E. Jones et vir
to
Texas & New Orleans Railroad
May 15, 1925
109/393

COMMERCE STREET

[Signature]

Matt Hunt August 13, 2021
Registered Professional Land Surveyor No. 6398





Jacksonville City Council

AGENDA ITEM REPORT

AGENDA DATE:	<u>2/8/2022</u>	ITEM NUMBER:	<u>16.</u>
DEPARTMENT:	<u>Administration</u>	PREPARED BY:	<u>Greg Lowe, City Secretary</u>
INITIATED BY:	<u>Greg Lowe, City Secretary</u>	EXHIBITS:	<u>Resolution - Purchase of Club House Golf Course</u>

EXECUTIVE SUMMARY:

Jacksonville Economic Development Board has entered into a contract to purchase the Cherokee Ranch Golf course and clubhouse. The City of Jacksonville in return has agreed to purchase the clubhouse from JEDCO to turn it into a civic center. This resolution ratifies the terms of the agreement between the city and JEDCO and authorizes City Manager James Hubbard to execute all necessary closing documents.

RECOMMENDED ACTION:

Make a motion approving the resolution.

BID AND AWARD:

BUDGET DATA:

BUDGET JUSTIFICATION:

BACKGROUND:**POLICY/GOAL CONSIDERATION:**

Providing community activities to citizens.

LEGAL:

Title company is requesting a resolution designating the person authorized to sign for the City at closing. City attorney drafted the resolution

RESOLUTION #_____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JACKSONVILLE, TEXAS APPROVING AND RATIFYING THE PARTIAL ASSIGNMENT OF PURCHASER'S INTEREST IN THE PURCHASE AND SALE AGREEMENT JACKSONVILLE ECONOMIC DEVELOPMENT CORPORATION HAS ENTERED INTO WITH HAROLD GLEN RHODES AND MAURINE STELLY RHODES, CO-TRUSTEES OF RHODES VETERINARY HOSPITAL, INC. PROFIT SHARING TRUST AND BY FURTHER RESOLUTION AUTHORIZING ITS CITY MANAGER OR MAYOR TO DO ALL THINGS NECESSARY TO CLOSE ON THE ASSIGNED PORTION OF THE SUBJECT PROPERTY INCLUDING BUT NOT LIMITED TO EXECUTING A SETTLEMENT STATEMENT AND OTHER CLOSING DOCUMENTS AND PROVIDING FOR FINDINGS OF FACT AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Board of Directors of Jacksonville Economic Development Corporation ("JEDCO") has previously approved the entry by JEDCO into a Purchase and Sale Agreement ("PSA") with Harold Glen Rhodes and Maurine Stelly Rhodes, Co-Trustees of Rhodes Veterinary Hospital, Inc. Profit Sharing Trust; to purchase certain real property commonly known as 14499 E. US HWY 79 E, Jacksonville, Texas; and

WHEREAS, the City of Jacksonville has agreed to a partial assignment of the Purchaser's interest in said PSA; and

WHEREAS, James Hubbard as City Manager of the City of Jacksonville has performed or caused to be performed the City of Jacksonville's obligations during the due diligence period and other preclosing activities of the City of Jacksonville under the said partial assignment of said Contract; and

WHEREAS, the City Council of the City of Jacksonville desires to approve and ratify the partial assignment of the said PSA and to authorize James Hubbard, its City Manager or Randy Gorham, its Mayor, either signature being sufficient, to do all things necessary to close on the purchase of the assigned portion of the subject property pursuant to the terms of the PSA, including but not limited to the execution of the settlement statement and all other closing and ancillary documents and license agreements and all to be on such terms and conditions as are consistent with said partial assignment and PSA and as he may see proper and fit.

NOW, THEREFORE, on motion made and seconded, be it resolved by the City Council of the City of Jacksonville, Texas:

Section One. That the findings and recitations set out in the preamble to this resolution are found to be true and correct and were adopted by the City Council and made a part hereof for all purposes.

Section Two. The City Council of the City of Jacksonville, Texas, hereby approves and ratifies the terms and conditions of the partial assignment of Purchaser's interest in and to the Purchase and Sale Agreement made between the City of Jacksonville as Partial Assignee and Jacksonville Economic Development as Partial Assignor of that certain Purchase and Sale Agreement referenced above.

Section Three. The City Council authorizes James Hubbard, its City Manager or Randy Gorham, its Mayor, either signature being sufficient to do all things necessary to close on the assigned portion of the subject property pursuant to the terms and conditions of said assignment and the said Purchase and sale Agreement including but not limited to the execution of the settlement statement and other closing documents including the license agreement and all to be on such terms and conditions as are consistent with said Purchase and Sale Agreement and partial assignment thereof and as he may see proper and fit.

Section Four. This resolution shall be and become effective from and after its adoption.

City of Jacksonville

By: _____
Randy Gorham, Mayor

Greg Lowe, City Secretary

APPROVED AS TO FORM:

D. Brett Brewer, City Attorney

I, Greg Lowe, City Secretary of the City of Jacksonville, do hereby certify that the foregoing is a true and correct copy of a Resolution adopted by the City Council of the City of Jacksonville at its meeting held on the ____ day of _____, 2022 as the same appears in the records of this office.

IN WITNESS WHEREOF, I subscribe my name hereto officially upon the corporate seal of the City of Jacksonville, this _____ day of _____, 2022.

Greg Lowe, City Secretary



Jacksonville City Council

AGENDA ITEM REPORT

AGENDA DATE:	2/8/2022	ITEM NUMBER:	17.
DEPARTMENT:	Administration	PREPARED BY:	Shane Pace
INITIATED BY:	James Hubbard, CITY MANAGER	EXHIBITS:	2-1-22 Jacksonville DRP CDBG#7220072 RE-BID Bid Tabulation

EXECUTIVE SUMMARY:

ON AUGUST 19, 2021 THE JEDCO BOARD APPROVED THE AWARD OF \$525,000 TO SUPPORT A TEXAS DEPARTMENT OF AGRICULTURE DOWNTOWN REVITALIZATION GRANT PROJECT FOR DOWNTOWN SIDEWALK AND LIGHTING ENHANCEMENTS. CITY COUNCIL THEN APPROVED THE EXPENDITURE ON OCTOBER 12, 2021, BY RESOLUTION 08-2021-19.

ON NOVEMBER 18, 2021, A BID OPENING WAS HELD AT CITY HALL FOR THE AFOREMENTIONED PROJECT. THREE BIDS WERE RECEIVED, WITH ALL THREE BIDS EXCEEDING THE TOTAL PROJECT COST. THE ESTIMATED CONSTRUCTION COSTS PRESENTED BY THE CONSULTANT WERE \$945,000. THE LOW BID FOR THE PROJECT WITH THE ADDITION OF THE "ALTERNATE" (STAMPED CONCRETE) WAS \$1,413,315.50.

ON DECEMBER 16, 2021, THE JEDCO BOARD OF DIRECTORS MET TO CONSIDER THE BID AMOUNTS. AT THIS MEETING THE BOARD MOVED TO REJECT ALL BIDS, AND REBID THE PROJECT.

ON FEBRUARY 1, 2022, A SECOND BID OPENING WAS HELD AT CITY HALL WHERE FOUR BIDS WERE RECEIVED. THE LOW BID FOR THE PROJECT WITH THE ADDITION OF THE "ALTERNATE" (STAMPED CONCRETE) WAS \$1,342,110.50.

THE JEDCO BOARD OF DIRECTORS WILL MEET ON FEBRUARY 17, 2022 TO REVIEW AND DELIBERATE ON THE ITEM. SHOULD THE BOARD CHOOSE TO APPROVE THE INCREASED PROJECT COST, PRIOR APPROVAL BY THE CITY COUNCIL WILL PERMIT AUTHORIZATION OF CONTRACT AWARD AND COMMENCEMENT OF THE PROJECT.

RECOMMENDED ACTION:

Make a motion to award the contract for the Texas Department of Agriculture Downtown Revitalization Grant Project to the low bidder, Belt Construction, for an amount not to exceed \$1,342,110.50, contingent upon approval by the JEDCO Board of Directors to input additional match necessary above grant funds.

BID AND AWARD:

\$1,342,110.50 downtown revitalization grant project to Belt Construction.

BUDGET DATA:

There is no impact on the budget.

BUDGET JUSTIFICATION:

BACKGROUND:**POLICY/GOAL CONSIDERATION:**

Improve the downtown experience for visitors and citizens.

LEGAL:

The council awards all grant contracts.

BID OPENING

City of Jacksonville - TxCDBG Project No.7220072 - Downtown Revitalization Program

Downtown Sidewalk Improvements - November 18, 2021 – 2:00 p.m.

City Hall, 315 S. Ragsdale Jacksonville, TX

Item No.	Qty	Unit	Description	Belt Construction of Texas		South Texas Illumination, LLC		Crown Civil Construction		Highway Intelligent Traffic Solutions	
GENERAL BID ITEMS				Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	1	LS	Mobilization	\$100,000.00	\$100,000.00	\$64,324.00	\$64,324.00	\$130,000.00	\$130,000.00	\$250,619.29	\$250,619.29
2	1	LS	Traffic Control	\$10,000.00	\$10,000.00	\$24,570.00	\$24,570.00	\$5,000.00	\$5,000.00	\$10,858.80	\$10,858.80
3	1	LS	Utility Locates	\$5,000.00	\$5,000.00	\$2,925.00	\$2,925.00	\$1,300.00	\$1,300.00	\$14,400.00	\$14,400.00
4	1	LS	Construction Staking	\$25,000.00	\$25,000.00	\$17,995.90	\$17,995.90	\$1,000.00	\$1,000.00	\$4,410.00	\$4,410.00
5	1	LS	Erosion Control	\$5,000.00	\$5,000.00	\$5,613.40	\$5,613.40	\$1,500.00	\$1,500.00	\$7,662.00	\$7,662.00
6	1	LS	Temporary Pedestrian Access	\$13,000.00	\$13,000.00	\$15,750.80	\$15,750.80	\$5,000.00	\$5,000.00	\$2,606.10	\$2,606.10
7	1	EA	Project Sign	\$2,000.00	\$2,000.00	\$2,684.50	\$2,684.50	\$250.00	\$250.00	\$1,226.25	\$1,226.25
8	44	SY	Driveway Removal	\$20.00	\$880.00	\$43.99	\$1,935.56	\$25.00	\$1,100.00	\$27.03	\$1,189.32
9	1,235	LF	Curb & Gutter Removal	\$10.00	\$12,350.00	\$20.53	\$25,354.55	\$10.00	\$12,350.00	\$9.03	\$11,152.05
10	19,046	SF	Sidewalk Removal	\$3.00	\$57,138.00	\$7.38	\$140,559.48	\$10.00	\$190,460.00	\$2.95	\$56,185.70
11	743	SF	Existing HMAC Removal & Disposal (Crosswalks)	\$5.00	\$3,715.00	\$5.87	\$4,361.41	\$5.00	\$3,715.00	\$5.30	\$3,937.90
12	21	EA	Utility Cover Adjustments	\$300.00	\$6,300.00	\$733.20	\$15,397.20	\$250.00	\$5,250.00	\$344.25	\$7,229.25
13	14	EA	Roof Drain Extensions	\$400.00	\$5,600.00	\$1,520.35	\$21,284.90	\$500.00	\$7,000.00	\$461.70	\$6,463.80
14	24,886	SF	Standard Reinforced Concrete Sidewalk	\$11.75	\$292,410.50	\$8.69	\$216,259.34	\$13.00	\$323,518.00	\$9.20	\$228,951.20
15	44	SY	Heavy Duty Reinforced Concrete Sidewalk	\$13.00	\$572.00	\$16.20	\$712.80	\$150.00	\$6,600.00	\$126.66	\$5,573.04
16	3	EA	Reinforced Concrete Curb Ramp Including Landing	\$1,800.00	\$5,400.00	\$2,684.50	\$8,053.50	\$3,000.00	\$9,000.00	\$3,633.00	\$10,899.00
17	8	EA	Reinforced Concrete Curb Ramp (Flared Sides)	\$1,800.00	\$14,400.00	\$3,123.64	\$24,989.12	\$2,500.00	\$20,000.00	\$3,633.00	\$29,064.00
18	1,417	LF	Reinforced Concrete Curb & Gutter	\$35.00	\$49,595.00	\$20.01	\$28,354.17	\$85.00	\$120,445.00	\$49.65	\$70,354.05
19	1	LS	Concrete Handicapped Ramp & Handrails (Ramp A)	\$8,340.00	\$8,340.00	\$8,538.40	\$8,538.40	\$14,000.00	\$14,000.00	\$11,490.00	\$11,490.00
20	1	LS	Concrete Handicapped Ramp & Handrails (Ramp B)	\$3,050.00	\$3,050.00	\$9,708.40	\$9,708.40	\$5,000.00	\$5,000.00	\$8,946.00	\$8,946.00
21	1	LS	Concrete Handicapped Ramp & Handrails (Ramp D)	\$4,620.00	\$4,620.00	\$9,708.40	\$9,708.40	\$12,000.00	\$12,000.00	\$10,669.20	\$10,669.20
22	1	LS	Concrete Handicapped Ramp & Handrails (Ramp E)	\$5,100.00	\$5,100.00	\$9,708.40	\$9,708.40	\$8,000.00	\$8,000.00	\$11,144.40	\$11,144.40
23	1	LS	Concrete Handicapped Ramp & Handrails (Ramp F)	\$9,700.00	\$9,700.00	\$10,878.40	\$10,878.40	\$12,000.00	\$12,000.00	\$16,995.60	\$16,995.60
24	1	LS	Concrete Handicapped Ramp & Handrails (Ramp G)	\$6,320.00	\$6,320.00	\$10,117.90	\$10,117.90	\$10,000.00	\$10,000.00	\$9,952.80	\$9,952.80
25	1	LS	Concrete Handicapped Ramp & Handrails (Ramp H)	\$7,280.00	\$7,280.00	\$10,234.90	\$10,234.90	\$9,000.00	\$9,000.00	\$11,374.80	\$11,374.80
26	1	LS	Concrete Steps & Handrailing (Set #1)	\$5,525.00	\$5,525.00	\$9,129.25	\$9,129.25	\$5,000.00	\$5,000.00	\$9,978.00	\$9,978.00
27	1	LS	Concrete Steps & Handrailing (Set #2)	\$5,525.00	\$5,525.00	\$8,813.35	\$8,813.35	\$4,000.00	\$4,000.00	\$5,973.60	\$5,973.60
28	1	LS	Concrete Steps & Handrailing (Set #3)	\$3,680.00	\$3,680.00	\$8,039.50	\$8,039.50	\$4,000.00	\$4,000.00	\$4,068.00	\$4,068.00
29	1	LS	Concrete Steps & Handrailing (Set #4)	\$3,680.00	\$3,680.00	\$7,026.00	\$7,026.00	\$2,000.00	\$2,000.00	\$5,419.20	\$5,419.20
30	1	LS	Concrete Steps & Handrailing (Set #6)	\$3,680.00	\$3,680.00	\$8,538.40	\$8,538.40	\$2,000.00	\$2,000.00	\$5,386.80	\$5,386.80
31	1	LS	Concrete Steps & Handrailing (Set #7)	\$3,920.00	\$3,920.00	\$7,719.40	\$7,719.40	\$3,000.00	\$3,000.00	\$5,872.80	\$5,872.80
32	1	LS	Concrete Steps & Handrailing (Set #8)	\$3,920.00	\$3,920.00	\$8,398.00	\$8,398.00	\$4,000.00	\$4,000.00	\$6,546.00	\$6,546.00
33	1	LS	Concrete Steps & Handrailing (Set #9)	\$4,000.00	\$4,000.00	\$9,123.40	\$9,123.40	\$4,000.00	\$4,000.00	\$5,872.80	\$5,872.80
34	1	LS	Concrete Steps & Handrailing (Set #10)	\$5,640.00	\$5,640.00	\$7,192.90	\$7,192.90	\$6,000.00	\$6,000.00	\$10,166.40	\$10,166.40
35	1	LS	Concrete Steps & Handrailing (Set #11)	\$4,400.00	\$4,400.00	\$6,958.90	\$6,958.90	\$4,000.00	\$4,000.00	\$6,546.00	\$6,546.00
36	1	LS	Concrete Steps & Handrailing (Set #12)	\$3,680.00	\$3,680.00	\$7,075.90	\$7,075.90	\$4,000.00	\$4,000.00	\$4,068.00	\$4,068.00
37	1	LS	Concrete Steps & Handrailing (Set #13)	\$3,680.00	\$3,680.00	\$7,323.94	\$7,323.94	\$4,000.00	\$4,000.00	\$4,369.20	\$4,369.20
38	809	LF	Cable Wire Railing System	\$120.00	\$97,080.00	\$167.18	\$135,248.62	\$110.00	\$88,990.00	\$209.45	\$169,445.05
39	265	LF	Trench Drain	\$410.00	\$108,650.00	\$414.44	\$109,826.60	\$500.00	\$132,500.00	\$583.87	\$154,725.55
40	5	EA	Remove, Store & Reinstall Signs	\$300.00	\$1,500.00	\$733.20	\$3,666.00	\$500.00	\$2,500.00	\$472.80	\$2,364.00
41	2	EA	Fire Hydrant Adjustments	\$2,000.00	\$4,000.00	\$2,300.00	\$4,600.00	\$1,000.00	\$2,000.00	\$3,942.00	\$7,884.00
42	1	LS	Electrical - Lighting Infrastructure	\$44,000.00	\$44,000.00	\$59,264.40	\$59,264.40	\$45,000.00	\$45,000.00	\$56,105.88	\$56,105.88
43	20	LS	Electrical - New Decorative Light Pole Assemblies	\$14,000.00	\$280,000.00	\$11,655.80	\$233,116.00	\$15,200.00	\$304,000.00	\$18,098.20	\$361,964.00
44	6	EA	Electrical - Waterproof Underground Pull Boxes	\$3,630.00	\$21,780.00	\$1,743.95	\$10,463.70	\$3,500.00	\$21,000.00	\$4,659.00	\$27,954.00
45	1	LS	Irrigation System	\$20,000.00	\$20,000.00	\$23,000.00	\$23,000.00	\$25,000.00	\$25,000.00	\$37,393.20	\$37,393.20
46	1	LS	Reflective Pavement Markings (Crosswalks & Stop Bars)	\$5,000.00	\$5,000.00	\$17,250.00	\$17,250.00	\$5,000.00	\$5,000.00	\$36,739.20	\$36,739.20
47	1	LS	Owner's Allowance - Material Testing	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00
48	1	LS	Electrical Demolition - Removal of Poles & Wiring (Oncor)	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00
GENERAL BID ITEMS				\$1,298,110.50		\$1,393,794.69		\$1,597,478.00		\$1,744,196.23	

Alternate #1 - Stamping Concrete											
A1-1	8,000	SF	Additional Cost to Stamp Concrete	\$4.00	\$32,000.00	\$4.49	\$35,920.00	\$2.00	\$16,000.00	\$0.98	\$7,840.00
Alternate #2 - Integral Concrete Color											
A2-1	8,000	SF	Additional Cost for Integral Color Concrete	\$1.50	\$12,000.00	\$2.34	\$18,720.00	\$2.00	\$16,000.00	\$3.06	\$24,480.00
Total With the Alternates				\$1,342,110.50		\$1,448,434.69		\$1,629,478.00		\$1,776,516.23	



Jacksonville City Council

AGENDA ITEM REPORT

AGENDA DATE:	<u>2/8/2022</u>	ITEM NUMBER:	<u>18.</u>
DEPARTMENT:	<u>Administration</u>	PREPARED BY:	<u>Greg Lowe, City Secretary</u>
INITIATED BY:	<u>Greg Lowe, City Secretary</u>	EXHIBITS:	<u>Request Street Closure - BBQ Fest, Map of Requested Street Closure - BBQ Fest</u>

EXECUTIVE SUMMARY:

The Jacksonville Citizen's Police Academy Alumni and Jacksonville Police Association are requesting a street closure for the Flam in' J BBQ Fest which will be Saturday, April 9, 2022.

The requested streets will need to be blocked on Friday, April 8th beginning at 10:00 p.m. until Saturday, April 9th at 11:59 p.m. The following streets to be blocked are Commerce Street from Ragsdale to Neches and S. Jackson under the overpass.

RECOMMENDED ACTION:

Make a motion approving the street closure.

BID AND AWARD:

BUDGET DATA:

BUDGET JUSTIFICATION:

BACKGROUND:**POLICY/GOAL CONSIDERATION:**

Community outreach and providing more events and entertainment for citizens.

LEGAL:

Council approves all street closures.

Dear Mayor Gorham,

The Jacksonville Citizen's Police Academy Alumni and Jacksonville Police Association would like to request street closure for the Flamin' J BBQ Fest which will be Saturday, April 9, 2022.

The requested streets will need to be blocked on Friday, April 8th beginning at 10:00 p.m. until Saturday, April 9th at 11:59 p.m. The following streets to be blocked are Commerce Street from Ragsdale to Neches and street under the overpass.

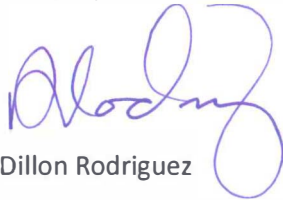
I would also like to request the City's electrical outlets available for the vendors to begin setting up on Friday, April 8th at 10:00 p.m. I believe the only electric boxes needed will be the one near Commerce Street Drafthouse and near JECO. Outlets will be able to be removed after 10pm on Saturday, April 9th. As the time nears, a vendor map will be given to the city to place the outlets for the vendors.

I would also like to request the city street sweeper for after the event. I will work with Republic to ensure trash bins are readily available and I will have a designated cleanup crew for after the event .

The final request will be the use of the City's restroom trailer.

If you have any questions, please call me at 903-284-1685. Thank you for your assistance to make this a fun new event in downtown Jacksonville!

Sincerely,

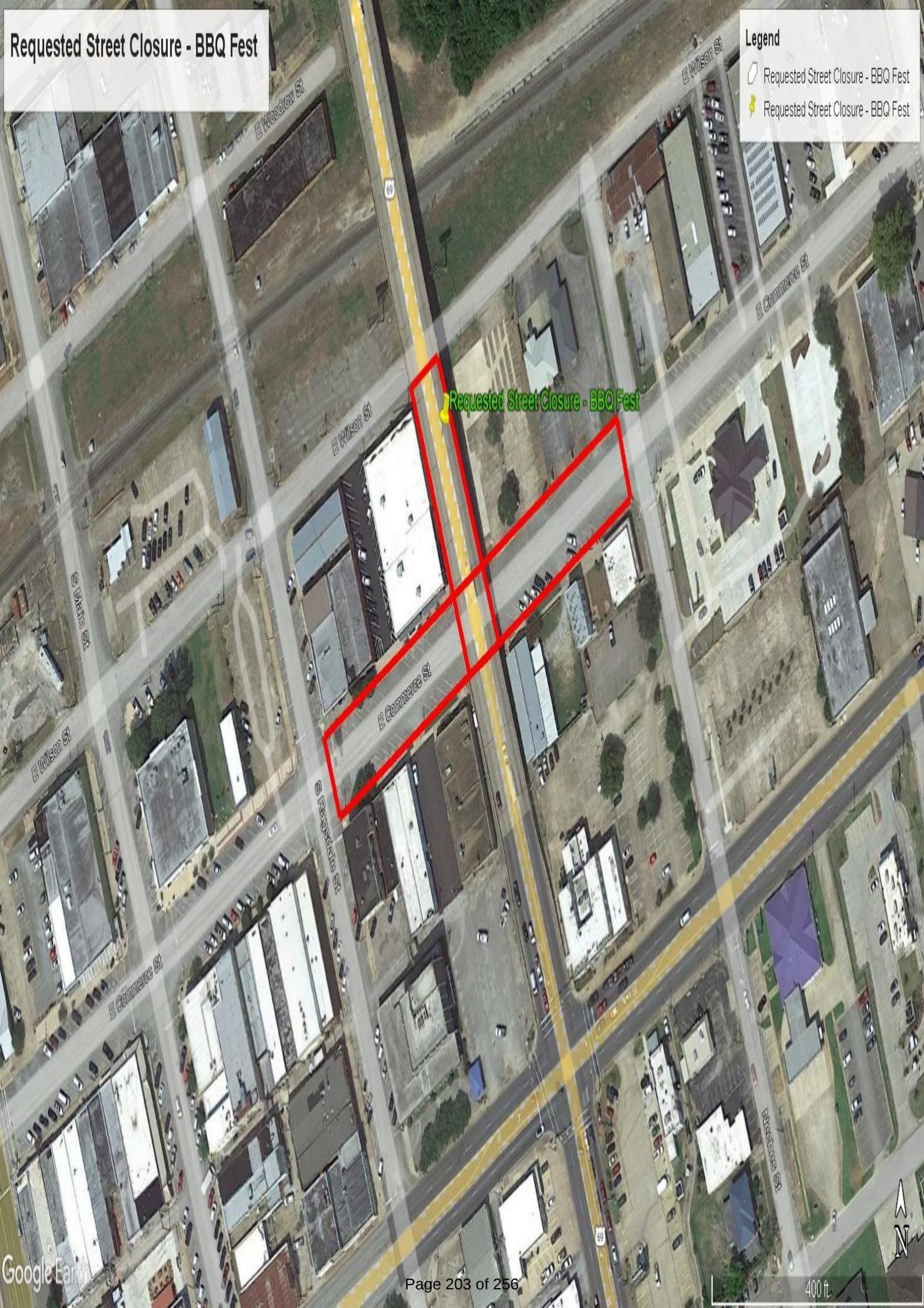


Dillon Rodriguez

Requested Street Closure - BBQ Fest

Legend

- Requested Street Closure - BBQ Fest
- Requested Street Closure - BBQ Fest





Jacksonville City Council

AGENDA ITEM REPORT

AGENDA DATE:	<u>2/8/2022</u>	ITEM NUMBER:	<u>20.</u>
DEPARTMENT:	<u>Council and Board</u>	PREPARED BY:	<u>Greg Lowe, City Secretary</u>
INITIATED BY:	<u>Greg Lowe, City Secretary</u>	EXHIBITS:	<u>December 2021 Financial Report, Police Report Jan 2022, January 2022 Council Report Fire, Library Report January 2022, Museum Report January 2022, Community and Public Services Jan Report</u>

EXECUTIVE SUMMARY:

The reports following this form are the departmental reports from the departments for the month of December.

RECOMMENDED ACTION:

No action required.

BID AND AWARD:

BUDGET DATA:

BUDGET JUSTIFICATION:

BACKGROUND:**POLICY/GOAL CONSIDERATION:****LEGAL:**

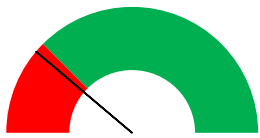
The city manager is required to provide the council with a monthly report by charter.

City of Jacksonville, Texas

Financial Statement

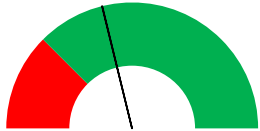
As of December 31, 2021

22.3% of Annual Projection



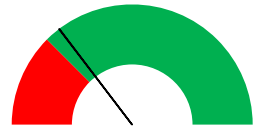
Water Sales

42.3% of Annual Projection



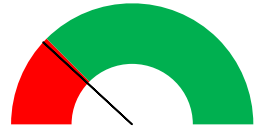
Property Taxes

29.2% of Annual Projection



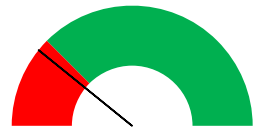
Sales Taxes

23.7% of Annual Projection



Sanitary Sewer Charges

21.6% of Annual Projection



Fees

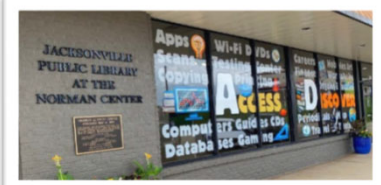
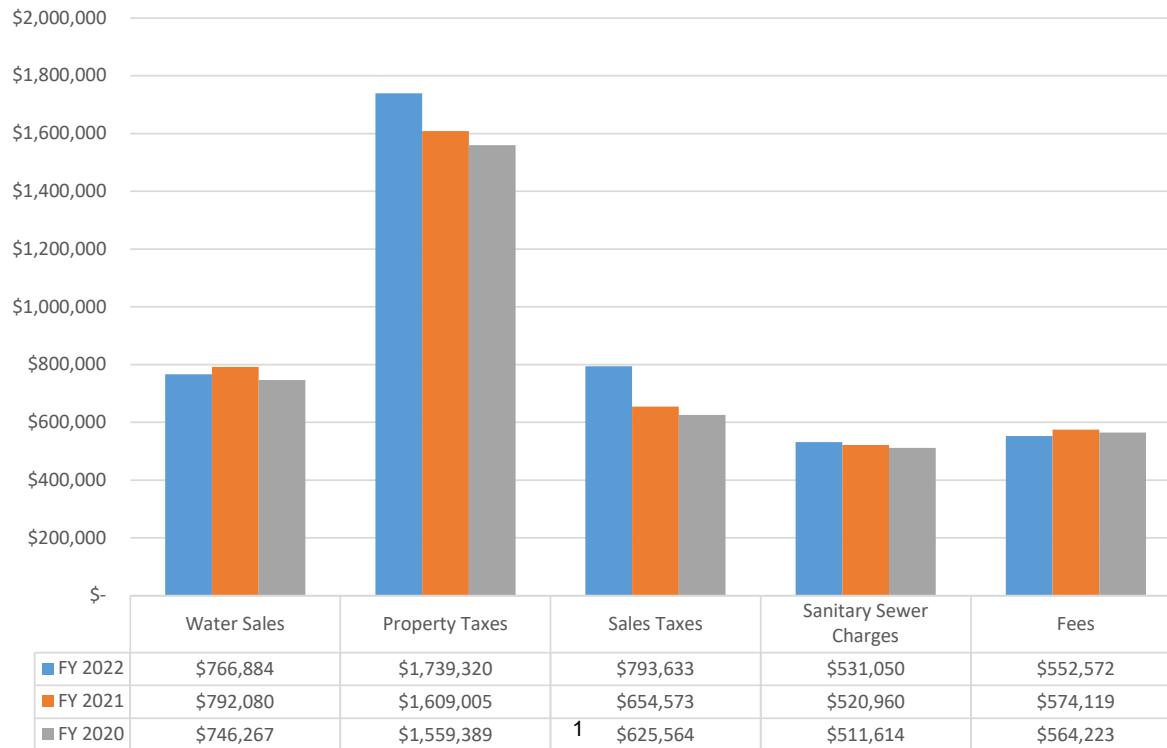
OVERVIEW

December 31st marks the end of the third period, or first quarter, of the FY 2022 budget year. Therefore, the year-to-date budget percentage for budgetary comparison is 25.0%.

As of December 31st, 2021 General & Utility Fund combined revenues are \$5,396,994. This is greater than budgeted expectations at 28.1% of the annual budgeted amount. FY 2022 revenues are increased \$202,453, or 3.9%, over FY 2021.

General & Utility Fund combined expenditures of \$4,132,467 are less than revenue received. This amount is less than budgeted expectations at 22.2% of the annual budgeted amount. FY 2022 expenditures are decreased \$(58,806), or (1.4) %, from FY 2021.

Top 5 Revenue Sources- Comparison to Prior Fiscal Years





GENERAL FUND REVENUES

Revenue Signal Key	
	> 100% of Projected
	95-100% of Projected
	< 95% of Projected

	December 2021					Year-To-Date					Annual				Prior Year		
	Signal	Actual	Projected	%		Signal	Actual	Projected	%		Actual	Projected	%		Actual	Projected	%
Taxes		\$ 1,072,011	\$ 569,031	188.4%		\$ 2,532,953	\$ 1,707,094	148.4%		\$ 2,532,953	\$ 6,828,377	37.1%		\$ 2,263,578	\$ 6,340,189	35.7%	
Franchise Fees		42,195	105,217	40.1%		368,401	315,650	116.7%		368,401	1,262,601	29.2%		299,262	1,188,354	25.2%	
Intergovernmental Revenue		-	-	0.0%		-	-	0.0%		-	-	0.0%		-	823,594	0.0%	
Fines & Forfeiture		19,671	58,798	33.5%		69,509	176,394	39.4%		69,509	705,576	9.9%		142,263	515,473	27.6%	
License & Permits		2,550	4,098	62.2%		9,925	12,294	80.7%		9,925	49,175	20.2%		8,184	31,521	26.0%	
Fees & Charges For Services		169,847	213,345	79.6%		552,572	640,034	86.3%		552,572	2,560,136	21.6%		574,119	2,551,053	22.5%	
Investment Income		3,613	2,500	144.5%		10,378	7,500	138.4%		10,378	30,000	34.6%		8,509	19,131	44.5%	
Miscellaneous Receipts		1,669	3,304	50.5%		47,680	9,913	481.0%		47,680	39,650	120.3%		28,078	434,133	6.5%	
Transfers In		140,486	140,486	100.0%		421,458	421,458	100.0%		421,458	1,685,833	25.0%		449,976	1,777,806	25.3%	
Total Revenues		\$ 1,452,041	\$ 1,096,779	132.4%		\$ 4,012,877	\$ 3,290,337	122.0%		\$ 4,012,877	\$ 13,161,348	30.5%		\$ 3,773,971	\$ 13,681,254	27.6%	

YEAR-TO-DATE OVERVIEW

December 31st, 2021 marks the end of the third period, or first quarter, of the fiscal year. General Fund non-property tax revenue of \$2,273,557 is \$11,150 greater than projected. Total revenues (including Property Taxes) are \$722,540 greater than projected and are increased \$238,906, or 6.3%, over last fiscal year.

PROPERTY TAXES

Tax collection of \$1,739,320 is \$711,391 greater than projected and is increased \$130,315, or 8.1%, over last fiscal year. The majority of property tax payments are received during the first five months of the fiscal year.

SALES TAXES

Through December 31st \$793,633 of sales tax revenue has been received. Receipts are \$114,469 greater than projected and are increased \$139,060 over last fiscal year.

FRANCHISE FEES

Year-to-date Franchise Fees total \$368,401. Receipts are \$52,751 greater than projected and are increased 23.1%, or \$69,139, over last fiscal year.

INTERGOVERNMENTAL REVENUE

Intergovernmental revenue is comprised of local, county, state, and federal grants and reimbursements received by the city. Through December 31st, no intergovernmental revenue has been received.

MUNICIPAL COURT

Revenue of \$69,509 is \$(106,885) less than the year-to-date projection. Collections are decreased \$(72,754) from prior year.

LICENSES & PERMITS

Revenue of \$9,925 is \$(2,368) less than the year-to-date projection but is increased \$1,741 over FY 2021 receipts.

FEES & CHARGES FOR SERVICES

Fees & charges for services revenue year-to-date is \$552,572, which is \$(87,462) less than the year-to-date projection and is decreased \$(21,547), or (3.8)%, from last fiscal year. This category is primarily made up of Sanitation Fees, EMS/Ambulance Service Fees, and Lake Jacksonville Fees.

INVESTMENT INCOME

Revenue of \$10,378 is \$2,878 greater than the year-to-date projection. Interest received on the City's investments was increased, \$1,869, over FY 2021.

MISCELLANEOUS RECEIPTS

As of December 31st, \$47,680 of miscellaneous revenue was received. Receipt of insurance proceeds and rebates has put this category over annual budgeted expectations.

TRANSFERS IN

Monthly transfers reimburse the General Fund for the transferring fund's share of general, administrative and other applicable expenses.

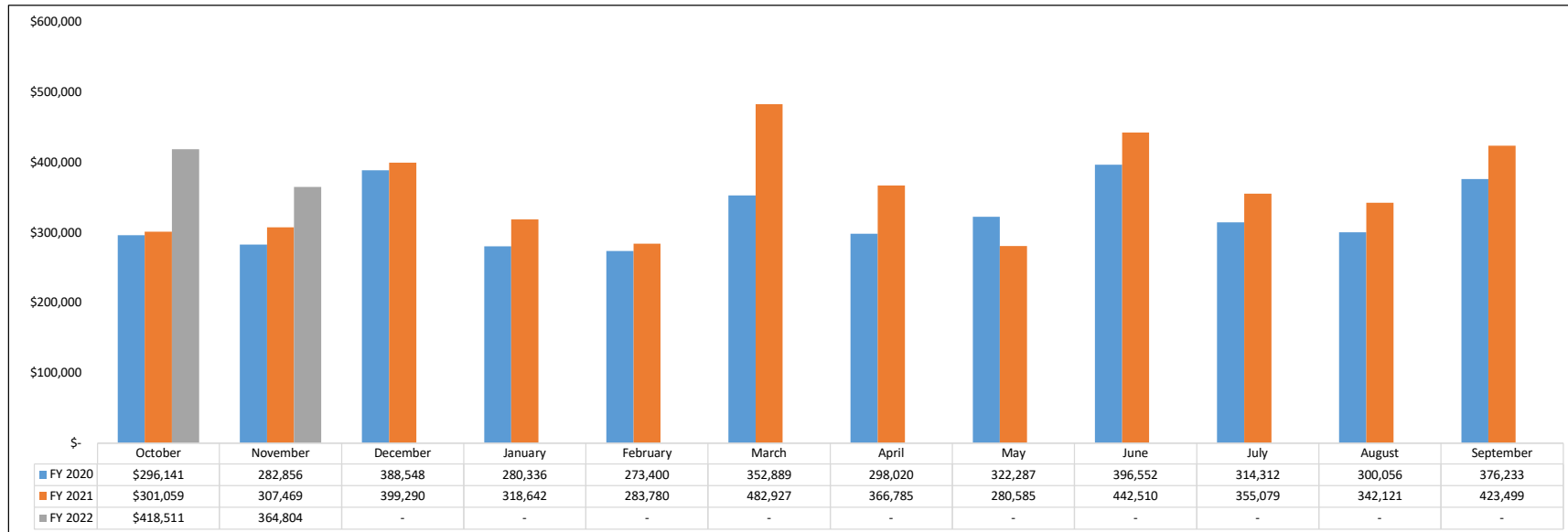
The monthly transfer schedule is as follows:

• Water/Wastewater Utility	\$ 136,011
• Hotel/Motel Occ Tax	2,994
• Court Security	1,481



Sales Tax History: Fiscal Years 2020 - 2022

FY 2020					FY 2021					FY 2022				
	CITY	JEDCO	TOTAL	CUMULATIVE		CITY	JEDCO	TOTAL	CUMULATIVE		CITY	JEDCO	TOTAL	CUMULATIVE
	66.67%	33.33%	100.00%	TOTAL		66.67%	33.33%	100.00%	TOTAL		66.67%	33.33%	100.00%	TOTAL
October	\$ 197,428	\$ 98,714	\$ 296,141	\$ 296,141	October	\$ 200,706	\$ 100,353	\$ 301,059	\$ 301,059	October	\$ 279,008	\$ 139,504	\$ 418,511	\$ 418,511
November	188,571	94,285	282,856	578,998	November	204,980	102,490	307,469	608,528	November	243,203	121,601	364,804	783,316
December	259,032	129,516	388,548	967,546	December	266,193	133,097	399,290	1,007,818	December	-	-	-	783,316
January	186,890	93,445	280,336	1,247,881	January	212,428	106,214	318,642	1,326,460	January	-	-	-	783,316
February	182,267	91,133	273,400	1,521,282	February	189,187	94,593	283,780	1,610,240	February	-	-	-	783,316
March	235,260	117,630	352,889	1,874,171	March	321,951	160,976	482,927	2,093,167	March	-	-	-	783,316
April	198,680	99,340	298,020	2,172,191	April	244,523	122,262	366,785	2,459,952	April	-	-	-	783,316
May	214,858	107,429	322,287	2,494,478	May	187,057	93,528	280,585	2,740,537	May	-	-	-	783,316
June	264,368	132,184	396,552	2,891,030	June	295,007	147,503	442,510	3,183,047	June	-	-	-	783,316
July	209,542	104,771	314,312	3,205,342	July	236,719	118,360	355,079	3,538,126	July	-	-	-	783,316
August	200,037	100,019	300,056	3,505,398	August	228,081	114,040	342,121	3,880,247	August	-	-	-	783,316
September	250,822	125,411	376,233	3,881,631	September	282,333	141,166	423,499	4,303,746	September	-	-	-	783,316
	<u>\$ 2,587,754</u>	<u>\$ 1,293,877</u>	<u>\$ 3,881,631</u>			<u>\$ 2,869,164</u>	<u>\$ 1,434,582</u>	<u>\$ 4,303,746</u>			<u>\$ 522,211</u>	<u>\$ 261,105</u>	<u>\$ 783,316</u>	





City of Jacksonville, Texas
Financial Statement
As of December 31, 2021

Sales Tax FY 2022 - November - Period 2



	Jacksonville	Athens	Corsicana	Henderson	Kilgore	Marshall	Mount Pleasant	Palestine	Sulphur Springs
\$ Sales Tax Received January-2022	364,804.45	601,455.24	744,169.34	583,645.03	682,654.64	904,402.03	704,430.63	630,760.69	670,858.64
% Inc(-) Dec(-) from prior year	18.65%	31.79%	29.06%	29.42%	47.06%	20.30%	19.73%	32.12%	19.85%



East Texas Cities Calendar Year 2021-2022 Sales Tax Comparison % Δ

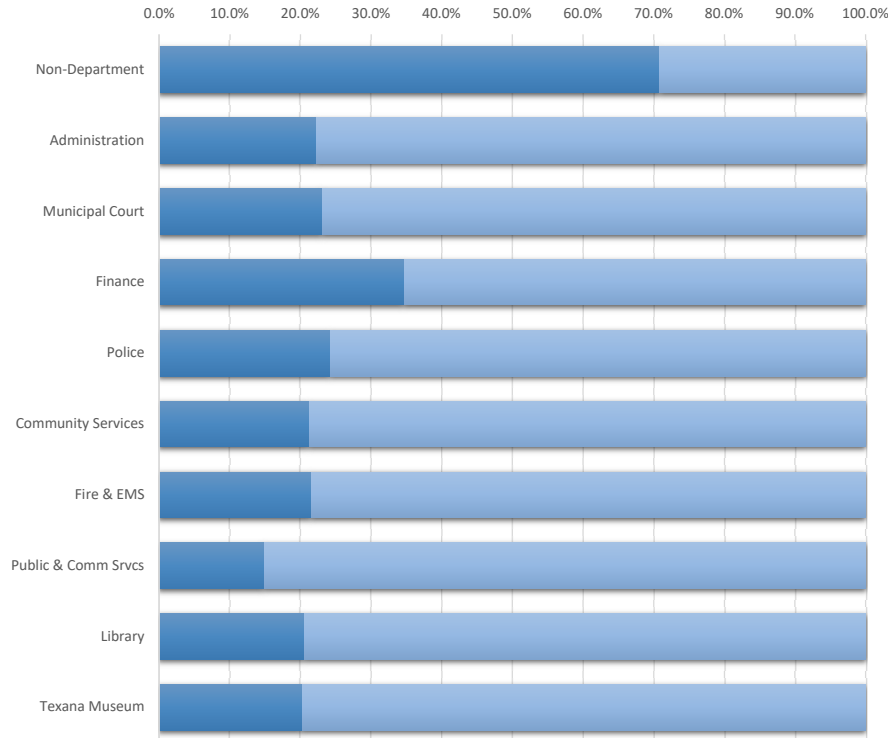
	Jacksonville			Athens	Corsicana	Henderson	Kilgore	Marshall	Mount Pleasant	Palestine	Sulphur Springs	Weighted Average
	2022 - 2019	2022 - 2020	2022 - 2021									
	% Δ Month	% Δ Month	% Δ Month	% Δ Month	% Δ Month	% Δ Month	% Δ Month	% Δ Month	% Δ Month	% Δ Month	% Δ Month	% Δ Month
Oct-21	22.4%	17.5%	14.0%	14.2%	16.1%	14.2%	31.3%	-8.7%	6.5%	17.3%	10.5%	11.3%
Nov-21	28.4%	22.9%	12.6%	18.4%	28.4%	25.8%	43.6%	21.7%	4.1%	4.1%	11.3%	18.8%
Dec-21	42.3%	41.3%	39.0%	6.6%	9.3%	26.2%	28.4%	10.6%	13.9%	12.0%	14.6%	16.2%
Jan-22	31.4%	29.0%	18.6%	31.8%	29.1%	29.4%	47.1%	20.3%	19.7%	32.1%	19.8%	27.1%
Feb-22												
Mar-22												
Apr-22												
May-22												
Jun-22												
Jul-22												
Aug-22												
Sep-22												
	2022 - 2019	2022 - 2020	2022 - 2021									
	% Δ YTD	% Δ YTD	% Δ YTD	% Δ YTD	% Δ YTD	% Δ YTD	% Δ YTD	% Δ YTD	% Δ YTD	% Δ YTD	% Δ YTD	% Δ YTD
Oct-21	22.4%	17.5%	14.0%	14.2%	16.1%	14.2%	31.3%	-8.7%	6.5%	17.3%	10.5%	11.3%
Nov-21	25.6%	20.4%	13.2%	16.5%	22.7%	20.5%	38.0%	8.0%	5.2%	9.8%	10.9%	15.4%
Dec-21	31.1%	27.1%	21.2%	13.3%	18.4%	22.2%	34.9%	8.8%	7.9%	10.5%	12.1%	15.7%
Jan-22	31.1%	27.5%	20.6%	17.4%	20.9%	23.9%	37.8%	11.5%	10.8%	15.3%	14.0%	18.3%
Feb-22												
Mar-22												
Apr-22												
May-22												
Jun-22												
Jul-22												
Aug-22												
Sep-22												

"Month" is month in which revenue is received.



GENERAL FUND EXPENDITURES

	December 2021			Prior Year		
	YTD Actual	Annual Budget	% of Budget	YTD Actual	Annual Budget	% of Budget
Non-Department	\$ 149,501	\$ 210,908	70.9%	\$ 238,615	\$ 1,100,038	21.7%
Administration	237,900	1,069,637	22.2%	220,848	1,025,221	21.5%
Municipal Court	52,651	227,618	23.1%	49,483	207,393	23.9%
Finance	136,444	393,064	34.7%	124,728	358,374	34.8%
Police	842,911	3,474,383	24.3%	902,504	3,424,368	26.4%
Community Services	88,428	416,306	21.2%	58,088	298,496	19.5%
Fire & EMS	713,963	3,305,845	21.6%	713,113	3,315,312	21.5%
Public & Comm Svcs	486,488	3,270,730	14.9%	486,015	3,391,383	14.3%
Library	75,390	366,531	20.6%	79,539	354,526	22.4%
Texana Museum	5,052	24,988	20.2%	4,756	23,680	20.1%
Total Expenditures	\$ 2,788,728	\$ 12,760,008	21.9%	\$ 2,877,690	\$ 13,498,790	21.3%



YEAR-TO-DATE OVERVIEW

December 31st, 2021, marks the end of the third period, or first quarter, of the FY 2022 budget year. The year-to-date budget percentage for budgetary comparison is therefore 25.0%. Total General Fund expenditures of \$2,788,728 are below budgetary expectations at 21.9% expended.

Non-Department

Non-Department expenditures, through December 31st, are at 70.9% of budgeted expectations. Payment of annual general liability insurance for property, plant, and equipment explains the variance to budget.

Finance

The Finance Department exceeds year-to-date budget expectations at this time. The variance to budget is related to two quarterly payment to the Cherokee County Appraisal District for appraisal, billing, and collections services; the payments are due at the beginning of each quarter.

Capital Outlay

The FY 2022 Capital Budget for both the General and General Capital Projects Funds is \$7,386,608. Through December 31st, \$1,672,898, or 22.6%, of the annual budgets have been spent as described below.

FY 2022 CAPITAL EXPENDITURES

Police/Fire	Public Safety Complex	\$ 1,651,221
Police	Two Patrol Vehicles	59,932
Police	Reimburse For Prior Year Patrol Vehicles	(50,096)
Fire	Fire St. No. 2 Remodel	6,903
Library	Library Books & Materials	6,410
Cemetery	Cemetery Mapping Software	5,313
Fire	Ice Machine	3,500
Library	Library Relocation Project	(10,287)
		<u>\$ 1,672,898</u>



UTILITY FUND REVENUES

Revenue Signal Key	
	> 100% of Projected
	95-100% of Projected
	< 95% of Projected

	December 2021					Year-To-Date					Annual				Prior Year		
	Signal	Actual	Projected	%		Signal	Actual	Projected	%		Actual	Projected	%		Actual	Projected	%
Taxes		\$ -	\$ -	0.0%			\$ -	\$ -	0.0%		\$ -	\$ -	0.0%		\$ -	\$ -	0.0%
Franchise Fees		-	-	0.0%			-	-	0.0%		-	-	0.0%		-	-	0.0%
Intergovernmental Revenue		-	-	0.0%			-	-	0.0%		-	-	0.0%		-	-	0.0%
Fines & Forfeiture		-	-	0.0%			-	-	0.0%		-	-	0.0%		-	-	0.0%
License & Permits		-	-	0.0%			-	-	0.0%		-	-	0.0%		-	-	0.0%
Fees & Charges For Services		428,415	499,514	85.8%			1,367,729	1,498,542	91.3%		1,367,729	5,994,168	22.8%		1,369,293	6,115,385	22.4%
Investment Income		2,815	1,465	192.1%			8,631	4,395	196.4%		8,631	17,580	49.1%		4,732	30,000	15.8%
Miscellaneous Receipts		1,699	350	485.4%			7,757	1,050	738.7%		7,757	4,200	184.7%		46,545	4,060	1146.4%
Transfers In		-	-	0.0%			-	-	0.0%		-	-	0.0%		-	-	0.0%
Total Revenues		\$ 432,929	\$ 501,329	86.4%			\$ 1,384,117	\$ 1,503,987	92.0%		\$ 1,384,117	\$ 6,015,948	23.0%		\$ 1,420,570	\$ 6,149,445	23.1%

YEAR-TO-DATE OVERVIEW

Total Utility Fund revenue of \$1,384,117 ended December \$(119,870) less than the year-to-date projection and \$(36,453) below prior year collections. The decrease from prior year is related to \$44,351 insurance proceeds received October 2020.

WATER SALES

Revenue totaling \$766,884 was \$(92,445) less than the year-to-date projection. Water sales, through December, are down about (3.2) % when compared to FY 2021.

For the month of December, the city billed out 56,120,837 gallons of water. This amount is (19.4) % less than gallons billed December 2020. Year-to-date, the city has billed out 197,674,104 gallons. This amount is 95.4% of FY 2021 year-to-date billing.

SEWER CHARGES

Revenues of \$531,050 were \$(29,752) less than the monthly projection. Billing, however, was up about 1.9%, or \$10,090, when compared to December 2020. Sanitary sewer billings are driven by water consumption.

OTHER CHARGES FOR SERVICE

Revenue of \$9,806 ended December \$(3,783) less than projected. This revenue source is primarily driven by charges for Tap Fees (the cost of connecting a home or business to the City's sewer and water systems).

FINES AND FORFEITURES

Revenue (penalties assessed on past due utility bills) of \$59,989 ended December \$(4,833) less than the year-to-date projection. Late payment penalty revenue is driven by payment timing and the size of the past due balance.

INVESTMENT INCOME

Interest earnings of \$8,631 finished the month up about 96.4% over the projection and \$3,899 greater than prior year receipts.

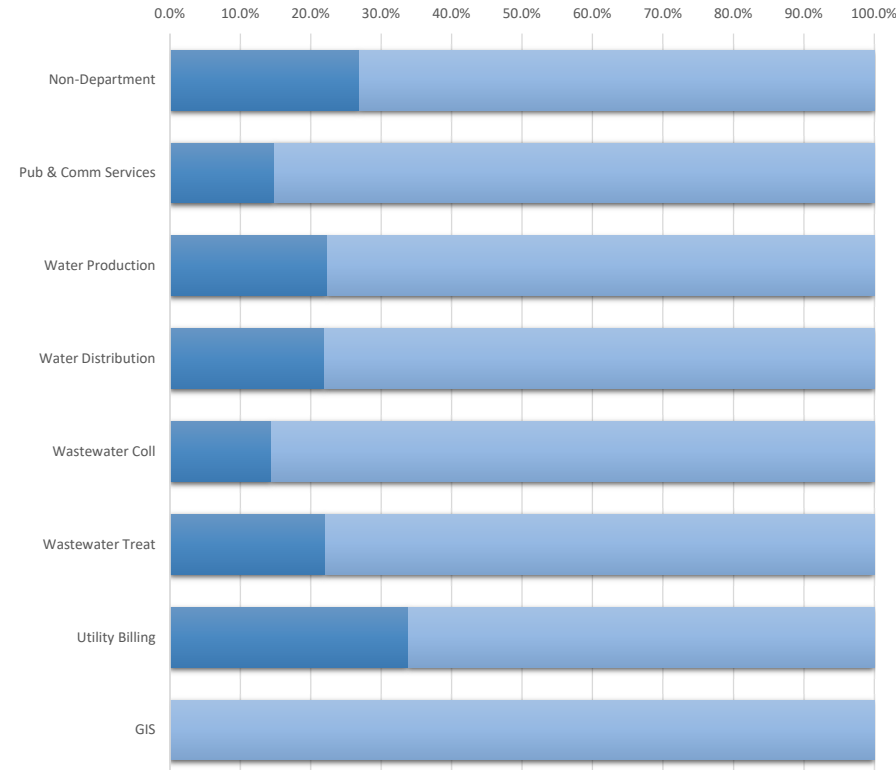
MISCELLANEOUS RECEIPTS

Miscellaneous revenue includes revenues from sources not classified elsewhere, such as sale of items not normally held for resale, collections and recoveries.



UTILITY FUND EXPENDITURES

	December 2021				Prior Year		
	YTD Actual	Annual Budget	% of Budget		YTD Actual	Annual Budget	% of Budget
Non-Department	\$ 592,016	\$ 2,202,374	26.9%	\$	616,606	\$ 2,269,237	27.2%
Pub & Comm Services	118,385	796,965	14.9%		138,513	763,462	18.1%
Water Production	131,718	590,300	22.3%		110,937	533,189	20.8%
Water Distribution	116,233	530,609	21.9%		100,067	493,442	20.3%
Wastewater Coll	93,258	648,872	14.4%		31,905	511,880	6.2%
Wastewater Treat	155,525	706,553	22.0%		194,497	781,654	24.9%
Utility Billing	136,603	404,380	33.8%		121,060	358,494	33.8%
GIS	-	-	0.0%		-	10,741	0.0%
Total Expenditures	\$ 1,343,739	\$ 5,880,054	22.9%	\$	1,313,584	\$ 5,722,099	23.0%



OVERVIEW

December 31st, 2021, marks the end of the third period, or first quarter, of the FY 2022 budget year. The year-to-date budget percentage for budgetary comparison is therefore 25.0%. Year to date expenditures total \$1,343,739 or 22.9% of the budget.

NON-DEPARTMENT

Non-Department expenses, at \$592,016, represent 26.9% of the annual budgeted amount. Payment of annual general liability insurance for property, plant, and equipment explains the variance to budget.

PUBLIC & COMMUNITY SERVICES ADMINISTRATION

At \$118,385, the Public & Community Services Administration Department expended 14.9% of the annual budget amount.

WATER PRODUCTION

The Water Production department ended the month at \$131,718, or 22.3%, of the annual budget amount.

WATER DISTRIBUTION

At \$116,233, the Water Distribution department expended 21.9% of the annual budget amount.

WASTEWATER COLLECTION

Wastewater Collection expended \$93,258, or 14.4% of the department's annual budget.

WASTEWATER TREATMENT

The Wastewater Treatment budget, expended through December, was \$155,525 which represents 22.0% of the departments operating budget.

UTILITY BILLING

The Utility Billing department ended the month at \$136,603, or 33.8% of budgeted expectations. Payment of annual support agreement for Automated Metering Infrastructure software explains the variance to budget.

CAPITAL OUTLAY

The FY 2022 Capital Budget for both the Utility and Utility Capital Projects Funds is \$440,830. As of December

FY 2022 CAPITAL EXPENDITURES		
Wastewater Treatment	Control panel box and flyght pumps	\$ 21,680

\$ 21,680



FUND BALANCE SUMMARY (unaudited)

Fund	Beginning Fund Balance 09/30/2021	Revenue	Expense	Ending Fund Balance 12/31/2021	Target Fund Balance	Over / (Under) Target Fund Balance
101 GENERAL FUND	\$ 3,825,380.51	\$ 4,012,877.32	\$ 2,788,728.05	\$ 5,049,529.78	\$ 2,552,001.70	\$ 2,497,528.08
102 DEBT SERVICE FUND	154,005.22	661,628.60	750.00	814,883.82	158,816.02	656,067.80
103 CAPITAL PROJECTS FUND (GENERAL)	2,661,514.78	5,279.26	1,601,405.51	1,065,388.53		
Total Major Governmental Funds	6,640,900.51	4,679,785.18	4,390,883.56	6,929,802.13		
110 GRANT FUND	363,984.72	-	9,125.00	354,859.72		
111 HOTEL / MOTEL OCCUPANCY TAX FUND	679,174.86	81,088.71	35,715.43	724,548.14		
112 COURT TECHNOLOGY FUND	-	(10,491.21)	-	(10,491.21)		
113 COURT SECURITY FUND	151,744.03	2,002.80	4,443.84	149,302.99		
114 COURT CHILD SAFETY TRUST FUND	10,877.46	368.54	-	11,246.00		
115 POLICE STATE FORFEITURE FUND	11,029.28	201.17	-	11,230.45		
116 POLICE FEDERAL FORFEITURE FUND	9,216.60	22.85	-	9,239.45		
118 POLICE LEASE	-	-	-	-		
119 WAR MEMORIAL FUND	9,777.23	24.51	-	9,801.74		
Total Nonmajor Governmental Funds	1,235,804.18	73,217.37	49,284.27	1,259,737.28		
201 WATER & WASTEWATER UTILITY FUND	3,954,588.99	1,384,117.03	1,343,738.72	3,994,967.30	1,449,876.43	2,545,090.87
203 CAPITAL PROJECTS FUND (UTILITY)	2,204,450.39	189,922.67	117,222.22	2,277,150.84		
Total Enterprise Funds	6,159,039.38	1,574,039.70	1,460,960.94	6,272,118.14		
301 BEAUTIFICATION FUND	21,992.66	2,352.31	646.67	23,698.30		
Total Fiduciary Fund	21,992.66	2,352.31	646.67	23,698.30		
Grand Total- All Funds	\$ 14,057,736.73	\$ 6,329,394.56	\$ 5,901,775.44	\$ 14,485,355.85		



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101 -GENERAL FUND- DETAIL								
REVENUE								
41-TAXES								
101-41400 AD VALOREM TAX- CURRENT	\$ 3,949,769	\$ 3,949,769	\$ 776,828	\$ 1,686,166	42.7%	\$ 2,263,603	\$ 1,580,515	\$ 105,651
101-41401 AD VALOREM TAX- PRIOR	97,954	97,954	11,124	40,741	41.6%	57,213	22,045	18,696
101-41402 AD VALOREM TAX- PENALTY & INTEREST	59,247	59,247	3,446	12,413	21.0%	46,834	6,446	5,967
101-41403 AD VALOREM TAX- MISCELLANEOUS	4,749	4,749	-	-	0.0%	4,749	-	-
101-41404 SALES TAX	2,698,682	2,698,682	279,008	789,421	29.3%	1,909,261	651,565	137,856
101-41405 SALES TAX- TIMELY FILING DISCOUNT	450	450	41	82	18.2%	368	116	(35)
101-41406 MIXED BEVERAGE TAX	17,526	17,526	1,564	4,130	23.6%	13,396	2,891	1,239
*** REVENUE CATEGORY TOTALS ***	6,828,377	6,828,377	1,072,011	2,532,953	37.1%	4,295,424	2,263,578	269,375
42-FRANCHISE FEES								
101-42410 ROW RENTAL FEES- ELECTRICITY	505,000	505,000	-	154,390	30.6%	350,610	148,749	5,641
101-42411 ROW RENTAL FEES- GAS UTILITIES	130,000	130,000	-	19,657	15.1%	110,343	20,247	(590)
101-42412 ROW RENTAL FEES- TELECOM	22,000	22,000	8	4,561	20.7%	17,439	5,296	(734)
101-42413 ROW RENTAL FEES- CABLE TV	128,064	128,064	-	30,051	23.5%	98,013	32,311	(2,260)
101-42414 SANITATION FRANCHISE FEES	104,111	104,111	9,747	37,810	36.3%	66,301	15,876	21,934
101-42415 LANDFILL CONTRACT FEES	373,426	373,426	32,439	121,931	32.7%	251,495	76,783	45,148
*** REVENUE CATEGORY TOTALS ***	1,262,601	1,262,601	42,195	368,401	29.2%	894,200	299,262	69,139
43-INTERGOVERNMENTAL REVENUE								
101-43427 MISCELLANEOUS GRANT REVENUE	-	-	-	-	0.0%	-	-	-
*** REVENUE CATEGORY TOTALS ***	-	-	-	-	0.0%	-	-	-
44-FINES & FORFEITURE								
101-44440 MUNICIPAL COURT- ADMINISTRATION FEES	240,000	240,000	(1,216)	(1,852)	-0.8%	241,852	90,562	(92,414)
101-44444 MUNICIPAL COURT- FINES	450,000	450,000	20,371	69,748	15.5%	380,252	48,348	21,399
101-44445 MUNICIPAL COURT- JUDICIAL ADMIN FUND	300	300	0	1	0.2%	299	60	(59)
101-44446 MUNICIPAL COURT- JURY FUND	276	276	10	32	11.4%	244	65	(33)
101-44447 MUNICIPAL COURT- TRUANCY PREVENTION & DIVERSION	15,000	15,000	506	1,581	10.5%	13,419	3,228	(1,647)
*** REVENUE CATEGORY TOTALS ***	705,576	705,576	19,671	69,509	9.9%	636,067	142,263	(72,754)
45-LICENSE & PERMITS								
101-45450 BEER & WINE PERMIT-OFF PREMISE	210	210	30	30	14.3%	180	30	-
101-45451 BUILDING PERMITS	24,000	24,000	685	4,836	20.1%	19,164	2,662	2,174
101-45452 DEMOLITION PERMITS	1,100	1,100	100	200	18.2%	900	-	200
101-45453 ELECTRICAL PERMITS & LICENSES	10,500	10,500	215	482	4.6%	10,018	1,395	(912)
101-45455 HEALTH PERMITS	908	908	-	30	3.3%	878	150	(120)
101-45457 MECHANICAL PERMITS	3,000	3,000	600	2,049	68.3%	951	1,080	969
101-45458 OUTDOOR BURNING PERMITS	660	660	450	700	106.1%	(40)	150	550
101-45459 PLAT PERMITS	200	200	-	46	23.0%	154	108	(62)
101-45460 PLUMBING & GAS PERMITS	8,397	8,397	470	1,553	18.5%	6,845	2,511	(958)
101-45463 SYSTEMS/MISCELLANEOUS PERMITS	200	200	-	-	0.0%	200	100	(100)



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*** REVENUE CATEGORY TOTALS ***								
	49,175	49,175	2,550	9,925	20.2%	39,250	8,184	1,741
46-FEES & CHARGES FOR SERVICES								
101-46470 AMBULANCE FEES	969,820	969,820	57,245	200,952	20.7%	768,868	241,537	(40,585)
101-46471 AMBULANCE MEMBERSHIP FEES	26,868	26,868	2,240	6,712	25.0%	20,156	6,688	24
101-46472 ACCOUNT TRANSFER FEES	8,000	8,000	200	1,800	22.5%	6,200	3,000	(1,200)
101-46473 LAKE LOT LEASE FEES	75,790	75,790	200	600	0.8%	75,190	3,000	(2,400)
101-46474 FUEL PUMP SALES	85,000	85,000	1,237	4,789	5.6%	80,211	5,601	(812)
101-46475 CAMPGROUND RENTAL FEES	70,500	70,500	1,605	7,578	10.7%	62,922	5,070	2,508
101-46476 CONCESSION SALES	-	-	-	-	0.0%	-	-	-
101-46477 SANITATION FEES	1,226,572	1,226,572	99,812	298,618	24.3%	927,954	289,658	8,960
101-46478 GARBAGE CAN RENTAL FEES	23,331	23,331	1,906	5,723	24.5%	17,608	5,192	531
101-46479 SPECIAL PICK UP FEES	4,360	4,360	1,030	3,810	87.4%	550	1,225	2,585
101-46492 WRITE-OFF COLLECTIONS	100	100	-	-	0.0%	100	79	(79)
101-46493 POLICE DEPT FEES	3,420	3,420	467	692	20.2%	2,728	215	477
101-46494 ANIMAL SERVICES FEES	11,424	11,424	1,180	1,790	15.7%	9,634	3,803	(2,013)
101-46495 INSPECTION FEES	-	-	-	-	0.0%	-	-	-
101-46496 CEMETERY LOT SALES	24,000	24,000	2,020	6,080	25.3%	17,920	7,020	(940)
101-46497 INDUSTRIAL PARK RENTAL	12,000	12,000	-	11,000	91.7%	1,000	2,000	9,000
101-46498 LIBRARY FEES	18,951	18,951	705	2,428	12.8%	16,523	30	2,398
101-46499 PARKS & RECREATION FEES	-	-	-	-	0.0%	-	-	-
101-46500 RENTAL FEES	-	-	-	-	0.0%	-	-	-
*** REVENUE CATEGORY TOTALS ***								
	2,560,136	2,560,136	169,847	552,572	21.6%	2,007,564	574,119	(21,547)
47-INVESTMENT INCOME								
101-47510 INTEREST INCOME	30,000	30,000	3,613	10,378	34.6%	19,622	8,509	1,869
*** REVENUE CATEGORY TOTALS ***								
	30,000	30,000	3,613	10,378	34.6%	19,622	8,509	1,869
48-MISCELLANEOUS RECEIPTS								
101-48515 MISCELLANEOUS REVENUE	20,000	20,000	1,585	1,725	8.6%	18,275	1,598	126
101-48516 PRIOR YEARS REIMBURSEMENTS	-	-	-	-	0.0%	-	-	-
101-48517 REBATES & DISCOUNTS	17,250	17,250	791	28,907	167.6%	(11,657)	12,535	16,372
101-48518 INSURANCE PROCEEDS	-	-	1,373	18,174	0.0%	(18,174)	610	17,564
101-48519 LIBRARY DONATIONS	2,400	2,400	(2,080)	(1,030)	-42.9%	3,430	-	(1,030)
101-48521 AUCTION PROCEEDS	-	-	-	-	0.0%	-	-	-
101-48522 SALE OF CAPITAL EQUIPMENT	-	-	-	-	0.0%	-	-	-
101-48523 SALE OF CAPITAL PROPERTY	-	-	-	-	0.0%	-	-	-
101-48524 SALE OF LAKE LOTS	-	-	-	-	0.0%	-	607	(607)
101-48525 SALE OF CAPITAL VEHICLES	-	-	-	-	0.0%	-	12,501	(12,501)
101-48528 CASH OVER/SHORT	-	-	-	(96)	0.0%	96	(23)	(73)
101-48532 DESIGNATED DONATIONS	-	-	-	-	0.0%	-	250	(250)
*** REVENUE CATEGORY TOTALS ***								
	39,650	39,650	1,669	47,680	120.3%	(8,030)	28,078	19,602
49-TRANSFERS IN								
101-49551 TRANSFER FROM COURT TECHNOLOGY FUND	-	-	-	-	0.0%	-	5,525	(5,525)
101-49552 TRANSFER FROM COURT SECURITY FUND	17,775	17,775	1,481	4,444	25.0%	13,332	4,386	58
101-49553 TRANSFER FROM UTILITY FUND	1,632,130	1,632,130	136,011	408,032	25.0%	1,224,098	431,057	(23,025)



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101-49554 TRANSFER FROM HOTEL/MOTEL OCC TAX FUND	35,927	35,927	2,994	8,982	25.0%	26,945	9,008	(26)
*** REVENUE CATEGORY TOTALS ***	1,685,833	1,685,833	140,486	421,458	25.0%	1,264,374	449,976	(28,518)
*** TOTAL REVENUE ***	13,161,348	13,161,348	1,452,041	4,012,877	30.5%	9,148,471	3,773,971	267,425
10 -GENERAL FUND- DETAIL								
EXPENSE								
51-EMPLOYEE SERVICES								
101-51600 SUPERVISION	1,049,704	1,049,704	110,628	227,870	21.7%	821,834	221,479	6,391
101-51601 OPERATIONAL	3,864,238	3,864,238	434,729	855,135	22.1%	3,009,104	833,489	21,646
101-51602 PERMANENT PART-TIME	123,196	123,196	10,273	19,133	15.5%	104,064	21,472	(2,339)
101-51603 TEMPORARY PART-TIME	-	-	-	-	0.0%	-	-	-
101-51604 SEASONAL PART-TIME POOL	32,256	32,256	-	-	0.0%	32,256	-	-
101-51605 SEASONAL PART-TIME SUMMER	-	-	-	-	0.0%	-	-	-
101-51606 SEASONAL PART-TIME CONCESSION	-	-	-	-	0.0%	-	-	-
101-51607 TRANSFER TRUCK	112,743	112,743	4,854	15,890	14.1%	96,853	20,045	(4,155)
101-51608 CONTRACT INSPECTION STIPEND	2,000	2,000	-	-	0.0%	2,000	-	-
101-51609 FIELD TRAINING OFFICER STIPEND	11,420	11,420	2,833	5,260	46.1%	6,160	4,555	705
101-51610 HR STIPEND	12,000	12,000	1,000	2,355	19.6%	9,645	2,405	(50)
101-51611 K9 CARE STIPEND	7,040	7,040	812	1,672	23.8%	5,368	832	840
101-51612 ON CALL STIPEND	7,405	7,405	855	1,844	24.9%	5,561	994	849
101-51613 BI-LINGUAL PAY	19,800	19,800	1,950	4,280	21.6%	15,521	3,364	915
101-51614 CERTIFICATION PAY	133,500	133,500	9,300	24,681	18.5%	108,819	22,639	2,043
101-51615 DIFFERENTIAL PAY	31,500	31,500	1,838	5,336	16.9%	26,164	7,275	(1,939)
101-51616 EDUCATION PAY	30,000	30,000	2,088	5,354	17.8%	24,646	6,354	(1,000)
101-51617 LONGEVITY PAY	38,748	38,748	4,242	8,793	22.7%	29,955	8,479	314
101-51618 SALARY PREMIUM PAY	118,861	118,861	-	93,730	78.9%	25,131	129,089	(35,359)
101-51619 STEP UP PAY	3,194	3,194	-	-	0.0%	3,194	879	(879)
101-51620 AUTO ALLOWANCE	2,000	2,000	167	345	17.2%	1,655	1,713	(1,368)
101-51621 CELL PHONE ALLOWANCE	5,460	5,460	385	797	14.6%	4,663	825	(28)
101-51622 CLOTHING ALLOWANCE	3,500	3,500	-	245	7.0%	3,255	3,000	(2,755)
101-51623 OVERTIME- CALL-OUT	26,332	26,332	1,752	3,218	12.2%	23,113	4,156	(938)
101-51624 OVERTIME- COURT	4,633	4,633	70	70	1.5%	4,563	-	70
101-51625 OVERTIME- FIRE PREVENTION	1,591	1,591	-	-	0.0%	1,591	-	-
101-51626 OVERTIME- HOLIDAY WORKED	4,815	4,815	39	255	5.3%	4,560	146	109
101-51627 OVERTIME-INCREASED MANPOWER	2,858	2,858	626	626	21.9%	2,232	84	542
101-51628 OVERTIME- LAKE PUBLIC SAFETY	3,000	3,000	-	-	0.0%	3,000	-	-
101-51629 OVERTIME- LATE CALLS	37,767	37,767	2,391	9,520	25.2%	28,247	5,140	4,380
101-51630 OVERTIME- TRAINING	53,364	53,364	5,327	8,747	16.4%	44,617	5,250	3,497
101-51631 OVERTIME- COVID 19	-	-	-	-	0.0%	-	-	-
101-51632 OVERTIME- SCHEDULED (MANDATED)	261,300	261,300	23,956	51,033	19.5%	210,266	51,452	(418)
101-51633 OVERTIME- SHIFT COVERAGE	149,918	149,918	24,991	45,323	30.2%	104,596	65,229	(19,907)
101-51634 OVERTIME- SPECIAL EVENTS	11,476	11,476	604	3,315	28.9%	8,161	708	2,606
101-51635 OVERTIME- TOMATO BOWL	-	-	-	89	0.0%	(89)	528	(439)
101-51636 OVERTIME- TRAFFIC STEP	14,256	14,256	318	417	2.9%	13,839	1,923	(1,506)
101-51638 FICA	461,943	461,943	46,019	101,702	22.0%	360,240	105,113	(3,411)
101-51639 DENTAL INSURANCE	32,494	32,494	2,387	6,004	18.5%	26,490	6,409	(404)
101-51640 HEALTH INSURANCE	675,743	675,743	49,605	127,746	18.9%	547,997	133,798	(6,052)



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101-51641 LIFE INSURANCE	1,872	1,872	135	343	18.3%	1,529	365	(21)
101-51642 TMRS	637,983	637,983	69,478	150,314	23.6%	487,669	146,162	4,152
101-51643 WORKER'S COMPENSATION	111,401	111,401	12,163	29,883	26.8%	81,519	39,725	(9,843)
101-51644 CONTRA WAGE EXPENSE	(14,256)	(14,256)	-	-	0.0%	(14,256)	(683)	683
101-51645 UNEMPLOYMENT	-	-	-	-	0.0%	-	(116)	116
101-51646 CONTRACT LABOR	203,500	203,500	5,000	15,800	7.8%	187,700	15,960	(160)
101-51647 BENEFIT ADMINISTRATION	4,968	4,968	294	458	9.2%	4,510	633	(175)
101-51648 EMPLOYEE TESTING	6,402	6,402	782	1,082	16.9%	5,320	423	659
101-51649 OTHER EMPLOYEE COSTS	16,300	16,300	-	1,663	10.2%	14,637	1,319	344
101-51650 RECRUITING & RETENTION	-	-	-	-	0.0%	-	-	-
101-51651 VOLUNTEER FIRE FUND	350	350	-	-	0.0%	350	-	-
101-51652 VOLUNTEER FIRE PENSION	4,200	4,200	1,000	1,000	23.8%	3,200	4,800	(3,800)
*** EXPENSE CATEGORY TOTALS ***	8,322,776	8,322,776	832,886	1,831,325	22.0%	6,491,451	1,877,411	(46,086)
52-MAINTENANCE								
101-52700 R/M BUILDINGS & STRUCTURES	72,387	72,387	3,637	13,270	18.3%	59,117	11,666	1,603
101-52701 R/M EQUIPMENT & MACHINERY	123,607	123,607	1,267	26,625	21.5%	96,982	21,170	5,455
101-52705 R/M MOTOR VEHICLES	57,383	57,383	25,780	29,346	51.1%	28,037	7,920	21,426
101-52706 R/M OFFICE EQUIPMENT	1,200	1,200	122	122	10.1%	1,078	-	122
101-52707 R/M PARKS	52,250	52,250	3,808	6,036	11.6%	46,214	9,948	(3,913)
101-52708 R/M RADIO COMMUNICATION	6,000	6,000	-	-	0.0%	6,000	436	(436)
101-52709 R/M SIDEWALKS CULVERTS BRIDGES	50,000	50,000	-	-	0.0%	50,000	11,706	(11,706)
101-52710 R/M STREETS & ALLEYS	245,000	245,000	1,731	10,182	4.2%	234,818	15,041	(4,859)
101-52712 R/M WATER & WASTEWATER MAINS	-	-	-	-	0.0%	-	-	-
101-52715 DAMAGES & CLAIMS	3,000	3,000	3,000	11,000	366.7%	(8,000)	-	11,000
*** EXPENSE CATEGORY TOTALS ***	610,827	610,827	39,345	96,580	15.8%	514,247	77,888	18,693
53-UTILITIES								
101-53730 ELECTRICITY	298,937	298,937	25,742	39,001	13.0%	259,936	50,096	(11,095)
101-53731 NATURAL GAS	29,288	29,288	1,024	1,946	6.6%	27,342	1,145	801
101-53732 PHONE/CABLE/INTERNET	134,439	134,439	11,947	36,324	27.0%	98,114	24,438	11,887
101-53733 WATER/SEWER & GARBAGE	33,828	33,828	4,691	10,533	31.1%	23,295	5,147	5,386
*** EXPENSE CATEGORY TOTALS ***	496,492	496,492	43,404	87,804	17.7%	408,688	80,826	6,978
54-SUPPLIES								
101-54740 AMBULANCE SUPPLIES	48,616	48,616	1,442	4,616	9.5%	44,000	16,207	(11,592)
101-54741 ANIMAL CARE SUPPLIES	5,950	5,950	230	532	8.9%	5,418	667	(136)
101-54742 ANIMAL FOOD	13,480	13,480	449	1,097	8.1%	12,383	276	822
101-54743 BOOK SUPPLIES	6,010	6,010	167	827	13.8%	5,183	219	608
101-54744 BOTANICAL SUPPLIES	2,150	2,150	-	92	4.3%	2,058	-	92
101-54745 CASH OVER/SHORT	-	-	(279)	338	0.0%	(338)	23	315
101-54746 CHEMICAL SUPPLIES	52,125	52,125	95	588	1.1%	51,537	3,949	(3,361)
101-54747 CONCESSION SUPPLIES	-	-	-	-	0.0%	-	-	-
101-54749 FIRE ARM TRAINING SUPPLIES	6,000	6,000	2,344	2,876	47.9%	3,124	1,599	1,277
101-54750 FIRE FIGHTING FOAM	1,050	1,050	-	-	0.0%	1,050	-	-
101-54751 FIRE HOSE SUPPLIES	4,300	4,300	-	-	0.0%	4,300	-	-
101-54752 FOOD	17,312	17,312	3,061	5,678	32.8%	11,634	3,625	2,053



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101-54755 INVESTIGATION SUPPLIES	3,900	3,900	183	275	7.1%	3,625	651	(376)
101-54756 JANITORIAL SUPPLIES	18,126	18,126	255	2,851	15.7%	15,275	2,499	352
101-54757 K-9 CARE SUPPLIES	10,600	10,600	331	559	5.3%	10,041	424	134
101-54762 MINOR TOOLS & EQUIPMENT	17,230	17,230	5,778	6,563	38.1%	10,667	3,635	2,928
101-54763 MISCELLANEOUS SUPPLIES	3,150	3,150	383	675	21.4%	2,475	2,421	(1,746)
101-54764 MOTOR VEHICLE FUEL	172,164	172,164	37,376	53,705	31.2%	118,459	20,300	33,405
101-54765 OFFICE EQUIP/FURNITURE/FIXTR	1,904	1,904	959	1,095	57.5%	809	817	278
101-54766 OFFICE SUPPLIES	20,548	20,548	2,674	4,783	23.3%	15,765	1,983	2,800
101-54767 OXYGEN SUPPLIES	6,463	6,463	240	658	10.2%	5,804	663	(5)
101-54768 PLAQUES & AWARDS	2,710	2,710	225	900	33.2%	1,811	1,236	(337)
101-54769 POSTAGE	10,105	10,105	491	1,596	15.8%	8,509	1,928	(332)
101-54770 PRINTING SUPPLIES	7,485	7,485	180	672	9.0%	6,813	311	361
101-54771 PROGRAMMING SUPPLIES	4,430	4,430	678	960	21.7%	3,469	279	681
101-54772 PROTECTIVE CLOTHING	12,501	12,501	-	-	0.0%	12,501	18	(18)
101-54773 PUBLIC EDUCATION SUPPLIES	2,550	2,550	450	900	35.3%	1,650	-	900
101-54774 RECREATION SUPPLIES	1,450	1,450	110	361	24.9%	1,089	-	361
101-54775 RESALE GASOLINE	56,470	56,470	1,927	4,924	8.7%	51,546	-	4,924
101-54776 SAFETY EQUIPMENT	500	500	-	-	0.0%	500	-	-
101-54777 STREET SIGN SUPPLIES	30,000	30,000	-	185	0.6%	29,815	6,961	(6,776)
101-54778 TECHNOLOGY SUPPLIES	3,868	3,868	102	503	13.0%	3,365	10,247	(9,744)
101-54779 WEARING APPAREL	64,457	64,457	10,977	12,440	19.3%	52,016	24,142	(11,701)
*** EXPENSE CATEGORY TOTALS ***	607,602	607,602	70,830	111,249	18.3%	496,353	105,080	6,169
55-SERVICES								
101-55800 ACCOUNTING & AUDITING	36,829	36,829	-	-	0.0%	36,829	-	-
101-55801 APPRAISAL DISTRICT	115,864	115,864	30,991	59,957	51.7%	55,907	56,335	3,622
101-55802 BAD DEBT EXPENSE	-	-	-	-	0.0%	-	96	(96)
101-55804 BILLING & COLLECTION SERVICES	153,355	153,355	11,915	32,018	20.9%	121,337	36,297	(4,279)
101-55805 CONSTRUCTION CONTRACTS	30,000	30,000	-	-	0.0%	30,000	8,035	(8,035)
101-55806 CONSULTING SERVICES	13,632	13,632	3,833	5,500	40.3%	8,132	3,500	2,000
101-55807 CONTINGENCY	32,202	32,202	-	-	0.0%	32,202	-	-
101-55809 CREDIT CARD PROCESSING FEES	15,764	15,764	414	1,916	12.2%	13,848	1,971	(55)
101-55810 ELECTION COSTS	4,000	4,000	-	-	0.0%	4,000	3,631	(3,631)
101-55812 ENGINEERING SERVICES	10,000	10,000	-	-	0.0%	10,000	-	-
101-55813 FEES & PERMITS	100	100	-	-	0.0%	100	-	-
101-55815 INSURANCE-PROPERTY, PLANT, & EQUIPMENT	125,333	125,333	-	152,056	121.3%	(26,723)	125,333	26,723
101-55816 IT SUPPORT	66,800	66,800	-	60,000	89.8%	6,800	61,373	(1,373)
101-55817 JANITORIAL SERVICES	85,000	85,000	7,250	20,300	23.9%	64,700	2,025	18,275
101-55819 LEASE/RENTAL OF EQUIPMENT	26,438	26,438	2,714	3,464	13.1%	22,974	3,450	14
101-55820 LEASE/RENTAL OF PROPERTY	6,000	6,000	2,500	2,500	41.7%	3,500	2,000	500
101-55821 LEGAL ADVERTISING	4,250	4,250	450	1,350	31.8%	2,900	975	375
101-55822 LEGAL SERVICES	110,000	110,000	11,470	11,470	10.4%	98,530	7,315	4,155
101-55824 MISCELLANEOUS SERVICES	5,487	5,487	876	4,400	80.2%	1,087	3,370	1,031
101-55826 PUBLIC COMMUNICATION	2,200	2,200	212	212	9.6%	1,988	173	39
101-55828 SOFTWARE	219,237	219,237	318	63,424	28.9%	155,813	65,491	(2,068)
101-55829 SPECIAL SERVICES	1,000	1,000	-	5,525	552.5%	(4,525)	2,450	3,075
101-55830 SUPPORT OF COMMUNITY SERVICES	67,500	67,500	-	8,750	13.0%	58,750	10,087	(1,337)
101-55833 VETERINARY SERVICES	7,000	7,000	118	332	4.7%	6,668	806	(475)
101-55834 SOLID WASTE & SLUDGE DISPOSAL	846,826	846,826	72,208	140,739	16.6%	706,087	133,982	6,757



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*** EXPENSE CATEGORY TOTALS ***								
	1,984,816	1,984,816	145,270	573,912	28.9%	1,410,904	528,695	45,218
56-TRAVEL & EDUCATION EXPENDITURES								
101-56851 MEMBERSHIP DUES	21,556	21,556	276	3,148	14.6%	18,408	3,605	(456)
101-56852 TRAINING EXPENSES	80,231	80,231	6,885	14,697	18.3%	65,535	7,797	6,899
101-56853 TRAVEL & LODGING EXPENSES	8,928	8,928	2,491	5,222	58.5%	3,706	2,856	2,366
*** EXPENSE CATEGORY TOTALS ***								
	110,715	110,715	9,652	23,067	20.8%	87,648	14,258	8,810
57-DEBT SERVICE								
101-57862 CAPITAL LEASE INTEREST	30,197	30,197	-	-	0.0%	30,197	-	-
101-57863 CAPITAL LEASE PRINCIPAL	335,463	335,463	-	-	0.0%	335,463	-	-
101-57867 PAYING AGENT FEES	-	-	-	-	0.0%	-	-	-
*** EXPENSE CATEGORY TOTALS ***								
	365,660	365,660	-	-	0.0%	365,660	-	-
58-CAPITAL EXPENDITURES								
101-58880 CAPITAL BUILDINGS & STRUCTURES	25,000	25,000	-	-	0.0%	25,000	-	-
101-58881 CAPITAL MACHINERY & EQUIPMENT	63,600	63,600	5,313	8,813	13.9%	54,787	856	7,957
101-58882 CAPITAL MISCELLANEOUS	24,520	24,520	-	-	0.0%	24,520	9,120	(9,120)
101-58883 CAPITAL MOTOR VEHICLES	100,000	100,000	5,540	59,932	59.9%	40,068	76,849	(16,917)
101-58887 LIBRARY BOOKS & MATERIALS	42,000	42,000	1,011	6,410	15.3%	35,590	6,600	(189)
*** EXPENSE CATEGORY TOTALS ***								
	255,120	255,120	11,864	75,156	29.5%	179,964	93,425	(18,269)
59 - TRANSFERS OUT								
101-59902 TRANSFER TO GEN CAPITAL PROJECTS FUND	-	-	-	-	0.0%	-	-	-
101-59903 TRANSFER TO GRANT FUND	-	-	-	-	0.0%	-	100,000	(100,000)
101-59906 TRANSFER TO BEAUTIFICATION FUND	6,000	6,000	500	1,500	25.0%	4,500	1,500	-
101-59909 TRANSFER TO COURT TECHNOLOGY FUND	-	-	-	(11,865)	0.0%	11,865	(1,392)	(10,474)
*** EXPENSE CATEGORY TOTALS ***								
	6,000	6,000	500	(10,365)	-172.8%	16,365	100,108	(110,474)
*** TOTAL EXPENSE ***								
	\$ 12,760,008	\$ 12,760,008	\$ 1,153,751	\$ 2,788,728	21.9%	\$ 9,971,280	\$ 2,877,690	\$ (88,961)
102 -DEBT SERVICE FUND- DETAIL								
REVENUE								
102-41400 AD VALOREM TAX- CURRENT	\$ 1,221,084	\$ 1,221,084	\$ 240,245	\$ 521,370	42.7%	\$ 699,715	\$ 600,734	\$ (79,364)
102-41401 AD VALOREM TAX- PRIOR	23,689	23,689	4,152	14,835	62.6%	8,854	6,484	8,352
102-41402 AD VALOREM TAX- PENALTY & INTEREST	23,811	23,811	1,321	4,607	19.3%	19,204	2,145	2,462
102-47510 INTEREST INCOME	6,960	6,960	627	1,230	17.7%	5,730	1,537	(307)
102-48529 CERTIFICATES OF OBLIGATION ISSUED	-	-	-	-	0.0%	-	-	-
102-48531 PREMIUM ON DEBT ISSUANCE	-	-	-	-	0.0%	-	-	-
102-49553 TRANSFER FROM UTILITY FUND	478,348	478,348	39,862	119,587	25.0%	358,761	117,746	1,841
*** TOTAL REVENUE ***								
	1,753,893	1,753,893	286,206	661,629	37.7%	1,092,264	728,645	(67,016)

102 -DEBT SERVICE FUND- DETAIL



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EXPENSE								
102-57860 BOND INSURANCE PREMIUM	-	-	-	-	0.0%	-	-	-
102-57861 BOND ISSUANCE COST	-	-	-	-	0.0%	-	-	-
102-57864 CONTINUING DISCLOSURE	3,500	3,500	-	-	0.0%	3,500	-	-
102-57865 DEBT SERVICE INTEREST	573,011	573,011	-	-	0.0%	573,011	-	-
102-57866 DEBT SERVICE PRINCIPAL	1,145,000	1,145,000	-	-	0.0%	1,145,000	-	-
102-57867 PAYING AGENT FEES	1,500	1,500	-	750	50.0%	750	750	-
102-57868 UNDERWRITERS' DISCOUNT	-	-	-	-	0.0%	-	-	-
102-59902 TRANSFER TO GEN CAPITAL PROJECTS FUND	-	-	-	-	0.0%	-	-	-
*** TOTAL EXPENSE ***	<u>\$ 1,723,011</u>	<u>\$ 1,723,011</u>	<u>\$ -</u>	<u>\$ 750</u>	<u>0.0%</u>	<u>\$ 1,722,261</u>	<u>\$ 750</u>	<u>\$ -</u>

103 -CAPITAL PROJECTS FUND (GENERAL)- DETAIL

REVENUE

103-47510 INTEREST INCOME	\$ 6,000	\$ 6,000	\$ 1,185	\$ 5,239	87.3%	\$ 761	\$ 23,107	\$ (17,868)
103-48515 MISCELLANEOUS REVENUE	-	-	40	40	0.0%	(40)	-	40
103-48523 SALE OF CAPITAL PROPERTY	-	-	-	-	0.0%	-	400,000	(400,000)
103-48525 SALE OF CAPITAL VEHICLES	720,000	720,000	-	-	0.0%	720,000	-	-
103-48530 OTHER FINANCING SOURCES	754,681	754,681	-	-	0.0%	754,681	-	-
103-49550 TRANSFER FROM GENERAL FUND	-	-	-	-	0.0%	-	-	-
103-49560 TRANSFER FROM DEBT SERVICE FUND	-	-	-	-	0.0%	-	-	-
*** TOTAL REVENUE ***	<u>1,480,681</u>	<u>1,480,681</u>	<u>1,225</u>	<u>5,279</u>	<u>0.4%</u>	<u>1,475,402</u>	<u>423,107</u>	<u>(417,828)</u>

103 -CAPITAL PROJECTS FUND (GENERAL)- DETAIL

EXPENSE

103-51629 OVERTIME- LATE CALLS	-	-	-	-	0.0%	-	-	-
103-51638 FICA	-	-	-	-	0.0%	-	-	-
103-51639 DENTAL INSURANCE	-	-	-	-	0.0%	-	-	-
103-51640 HEALTH INSURANCE	-	-	-	-	0.0%	-	-	-
103-51641 LIFE INSURANCE	-	-	-	-	0.0%	-	-	-
103-51642 TMRS	-	-	-	-	0.0%	-	-	-
103-51643 WORKER'S COMPENSATION	-	-	-	-	0.0%	-	-	-
103-55803 BANKING FEES	120	120	10	30	25.0%	90	30	-
103-55824 MISCELLANEOUS SERVICES	-	-	-	-	0.0%	-	1,795	(1,795)
103-55829 SPECIAL SERVICES	-	-	-	-	0.0%	-	-	-
103-57862 CAPITAL LEASE INTEREST	16,787	16,787	1,198	3,634	21.6%	13,153	3,102	532
103-57863 CAPITAL LEASE PRINCIPAL	575,010	575,010	-	-	0.0%	575,010	-	-
103-58880 CAPITAL BUILDINGS & STRUCTURES	6,243,554	6,243,554	(9,469)	1,534,902	24.6%	4,708,652	62,819	1,472,083
103-58881 CAPITAL MACHINERY & EQUIPMENT	183,253	183,253	12,546	112,935	61.6%	70,318	3,220	109,716
103-58882 CAPITAL MISCELLANEOUS	-	-	-	-	0.0%	-	-	-
103-58883 CAPITAL MOTOR VEHICLES	704,681	704,681	-	(50,096)	-7.1%	754,777	386,146	(436,242)
*** TOTAL EXPENSE ***	<u>\$ 7,723,405</u>	<u>\$ 7,723,405</u>	<u>\$ 4,285</u>	<u>\$ 1,601,406</u>	<u>20.7%</u>	<u>\$ 6,121,999</u>	<u>\$ 457,112</u>	<u>\$ 1,144,294</u>

201 -WATER & WASTEWATER UTILITY FUND- DETAIL



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REVENUE									
201-43427	MISCELLANEOUS GRANT REVENUE	\$ -	\$ -	\$ -	\$ -	0.0%	\$ -	\$ -	\$ -
201-46472	ACCOUNT TRANSFER FEES	3,000	3,000	100	700	23.3%	2,300	450	250
201-46480	WATER SALES	3,437,316	3,437,316	231,236	766,884	22.3%	2,670,432	792,080	(25,196)
201-46481	WATER TAP FEES	10,000	10,000	-	750	7.5%	9,250	1,631	(881)
201-46482	SEWER SALES	2,243,208	2,243,208	176,031	531,050	23.7%	1,712,158	520,960	10,090
201-46483	SEWER TAP FEES	6,500	6,500	500	1,500	23.1%	5,000	1,000	500
201-46484	PENALTIES	256,717	256,717	19,118	59,629	23.2%	197,088	48,425	11,204
201-46486	RECONNECT FEES	525	525	35	35	6.7%	490	-	35
201-46488	METER TAMPERING FEES	2,432	2,432	-	-	0.0%	2,432	-	-
201-46489	NSF CHECK FEES	2,070	2,070	120	360	17.4%	1,710	390	(30)
201-46491	SERVICE APPLICATION FEES	14,433	14,433	1,275	3,475	24.1%	10,959	3,425	50
201-46492	WRITE-OFF COLLECTIONS	500	500	-	-	0.0%	500	367	(367)
201-46501	METER PURCHASE FEE	17,467	17,467	-	3,346	19.2%	14,120	565	2,781
201-47510	INTEREST INCOME	17,580	17,580	2,815	8,631	49.1%	8,949	4,732	3,899
201-48515	MISCELLANEOUS REVENUE	2,100	2,100	1,376	1,376	65.5%	724	450	926
201-48516	PRIOR YEARS REIMBURSEMENTS	-	-	-	-	0.0%	-	-	-
201-48517	REBATES & DISCOUNTS	2,100	2,100	323	6,381	303.9%	(4,281)	1,744	4,637
201-48518	INSURANCE PROCEEDS	-	-	-	-	0.0%	-	44,351	(44,351)
201-48522	SALE OF CAPITAL EQUIPMENT	-	-	-	-	0.0%	-	-	-
201-49557	TRANSFER FROM UT CAPITAL PROJECTS FUND	-	-	-	-	0.0%	-	-	-
*** TOTAL REVENUE ***		6,015,948	6,015,948	432,929	1,384,117	23.0%	4,631,831	1,420,570	(36,453)
201 -WATER & WASTEWATER UTILITY FUND- DETAIL EXPENSE									
51-EMPLOYEE SERVICES									
201-51600	SUPERVISION	131,206	131,206	15,159	30,604	23.3%	100,602	28,277	2,327
201-51601	OPERATIONAL	656,794	656,794	72,986	146,743	22.3%	510,051	142,163	4,580
201-51612	ON CALL STIPEND	6,825	6,825	575	1,093	16.0%	5,732	1,106	(13)
201-51613	BI-LINGUAL PAY	-	-	150	380	0.0%	(380)	-	380
201-51614	CERTIFICATION PAY	5,775	5,775	350	965	16.7%	4,810	1,351	(386)
201-51616	EDUCATION PAY	5,100	5,100	550	1,394	27.3%	3,706	964	430
201-51617	LONGEVITY PAY	10,291	10,291	1,242	2,497	24.3%	7,794	2,340	157
201-51618	SALARY PREMIUM PAY	19,700	19,700	-	18,373	93.3%	1,328	21,471	(3,098)
201-51620	AUTO ALLOWANCE	2,000	2,000	167	345	17.3%	1,655	1,408	(1,063)
201-51621	CELL PHONE ALLOWANCE	2,100	2,100	140	327	15.6%	1,773	375	(48)
201-51623	OVERTIME- CALL-OUT	78,885	78,885	3,862	10,247	13.0%	68,639	3,360	6,886
201-51626	OVERTIME- HOLIDAY WORKED	10,466	10,466	1,851	2,385	22.8%	8,081	3,803	(1,418)
201-51629	OVERTIME- LATE CALLS	26,540	26,540	2,510	6,316	23.8%	20,224	3,523	2,793
201-51632	OVERTIME- SCHEDULED (MANDATED)	34,923	34,923	3,141	9,568	27.4%	25,355	12,117	(2,549)
201-51638	FICA	75,548	75,548	7,773	17,484	23.1%	58,064	16,723	761
201-51639	DENTAL INSURANCE	6,271	6,271	479	1,203	19.2%	5,068	1,088	115
201-51640	HEALTH INSURANCE	117,750	117,750	8,507	21,346	18.1%	96,405	19,073	2,273
201-51641	LIFE INSURANCE	361	361	28	71	19.7%	290	66	5
201-51642	TMRS	108,533	108,533	11,286	25,416	23.4%	83,116	23,482	1,934
201-51643	WORKER'S COMPENSATION	17,187	17,187	1,513	3,850	22.4%	13,337	5,443	(1,593)
201-51645	UNEMPLOYMENT	-	-	-	-	0.0%	-	196	(196)



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201-51646 CONTRACT LABOR	3,570	3,570	1,000	1,000	28.0%	2,570	1,190	(190)
201-51654 PENSION EXPENSE	-	-	-	-	0.0%	-	-	-
*** EXPENSE CATEGORY TOTALS ***	1,319,826	1,319,826	133,269	301,607	22.9%	1,018,219	289,520	12,087
52-MAINTENANCE								
201-52700 R/M BUILDINGS & STRUCTURES	65,000	65,000	2,867	3,759	5.8%	61,241	1,353	2,406
201-52701 R/M EQUIPMENT & MACHINERY	25,400	25,400	591	387	1.5%	25,013	1,283	(896)
201-52702 R/M LIFT STATIONS	45,143	45,143	3,582	3,582	7.9%	41,561	471	3,111
201-52703 R/M METERS TAPS SVC CONNECTS	116,000	116,000	2,846	22,618	19.5%	93,382	22,999	(381)
201-52704 R/M MISCELLANEOUS	-	-	-	-	0.0%	-	-	-
201-52705 R/M MOTOR VEHICLES	2,950	2,950	547	1,288	43.7%	1,662	2,527	(1,239)
201-52706 R/M OFFICE EQUIPMENT	-	-	-	-	0.0%	-	-	-
201-52710 R/M STREETS & ALLEYS	52,263	52,263	1,200	8,309	15.9%	43,954	13,691	(5,381)
201-52711 R/M WASTEWATER PLANTS	10,000	10,000	-	-	0.0%	10,000	3,058	(3,058)
201-52712 R/M WATER & WASTEWATER MAINS	285,000	285,000	21,328	36,555	12.8%	248,445	48,706	(12,151)
201-52713 R/M WATER STORAGE TANKS	45,000	45,000	-	-	0.0%	45,000	3,763	(3,763)
201-52714 R/M WATER WELLS	84,449	84,449	89	3,034	3.6%	81,415	458	2,576
201-52715 DAMAGES & CLAIMS	6,000	6,000	-	-	0.0%	6,000	-	-
*** EXPENSE CATEGORY TOTALS ***	737,205	737,205	33,049	79,532	10.8%	657,673	98,308	(18,776)
53-UTILITIES								
201-53730 ELECTRICITY	462,057	462,057	38,761	59,278	12.8%	402,779	73,628	(14,350)
201-53731 NATURAL GAS	519	519	48	145	28.0%	374	88	58
201-53732 PHONE/CABLE/INTERNET	15,892	15,892	1,110	3,658	23.0%	12,234	497	3,160
201-53733 WATER/SEWER & GARBAGE	65,647	65,647	16	36	0.1%	65,610	7,815	(7,778)
*** EXPENSE CATEGORY TOTALS ***	544,115	544,115	39,936	63,118	11.6%	480,997	82,028	(18,910)
54-SUPPLIES								
201-54745 CASH OVER/SHORT	-	-	1	2,074	0.0%	(2,074)	280	1,794
201-54746 CHEMICAL SUPPLIES	139,441	139,441	14,706	53,496	38.4%	85,945	41,514	11,982
201-54752 FOOD	500	500	-	118	23.6%	382	-	118
201-54753 GROUNDWATER PURCHASES	25,557	25,557	-	-	0.0%	25,557	-	-
201-54756 JANITORIAL SUPPLIES	5,026	5,026	-	1,019	20.3%	4,007	355	664
201-54758 LAB EQUIPMENT & SUPPLIES	3,677	3,677	-	-	0.0%	3,677	496	(496)
201-54762 MINOR TOOLS & EQUIPMENT	9,163	9,163	58	1,241	13.5%	7,922	1,443	(202)
201-54763 MISCELLANEOUS SUPPLIES	2,450	2,450	203	306	12.5%	2,144	354	(48)
201-54764 MOTOR VEHICLE FUEL	44,803	44,803	6,918	11,089	24.8%	33,714	3,012	8,076
201-54766 OFFICE SUPPLIES	4,459	4,459	203	766	17.2%	3,693	533	232
201-54769 POSTAGE	846	846	9	50	5.9%	796	44	6
201-54778 TECHNOLOGY SUPPLIES	61,410	61,410	-	59,458	96.8%	1,952	58,960	498
201-54779 WEARING APPAREL	11,204	11,204	1,520	3,052	27.2%	8,152	2,500	552
*** EXPENSE CATEGORY TOTALS ***	308,535	308,535	23,617	132,667	43.0%	175,868	109,491	23,176
55-SERVICES								
201-55800 ACCOUNTING & AUDITING	23,546	23,546	-	-	0.0%	23,546	-	-
201-55802 BAD DEBT EXPENSE	1,288	1,288	-	-	0.0%	1,288	858	(858)



City of Jacksonville, Texas
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As of December 31, 2021

	Adopted Budget	Current Budget	Current Month	Y-T-D Actual	% of Budget	Budget Balance	Prior Year Y-T-D Actual	INC/(DEC) Prior Year
201-55803 BANKING FEES	355	355	-	-	0.0%	355	237	(237)
201-55804 BILLING & COLLECTION SERVICES	37,422	37,422	3,080	6,172	16.5%	31,251	6,126	46
201-55809 CREDIT CARD PROCESSING FEES	37,000	37,000	3,782	7,870	21.3%	29,130	8,667	(797)
201-55811 ELECTROINC PAYMENT- UB CREDITS	29,000	29,000	3,219	9,732	33.6%	19,268	8,087	1,645
201-55812 ENGINEERING SERVICES	30,000	30,000	4,099	4,099	13.7%	25,901	-	4,099
201-55813 FEES & PERMITS	40,775	40,775	34,429	34,436	84.5%	6,339	34,620	(183)
201-55814 GRANT ADMINISTRATION	-	-	-	-	0.0%	-	-	-
201-55815 INSURANCE-PROPERTY, PLANT, & EQUIPMENT	66,707	66,707	-	63,421	95.1%	3,286	66,707	(3,286)
201-55816 IT SUPPORT	-	-	-	-	0.0%	-	-	-
201-55818 LAB SERVICES	61,000	61,000	9,974	14,068	23.1%	46,932	12,823	1,245
201-55819 LEASE/RENTAL OF EQUIPMENT	165,825	165,825	23,767	37,789	22.8%	128,036	1,463	36,326
201-55821 LEGAL ADVERTISING	1,000	1,000	-	-	0.0%	1,000	-	-
201-55822 LEGAL SERVICES	10,000	10,000	-	-	0.0%	10,000	3,698	(3,698)
201-55824 MISCELLANEOUS SERVICES	500	500	-	-	0.0%	500	181	(181)
201-55826 PUBLIC COMMUNICATION	5,000	5,000	-	-	0.0%	5,000	-	-
201-55828 SOFTWARE	1,590	1,590	32	64	4.1%	1,526	64	-
201-55829 SPECIAL SERVICES	1,000	1,000	(1,000)	975	97.5%	25	610	365
201-55834 SOLID WASTE & SLUDGE DISPOSAL	166,229	166,229	17,949	36,752	22.1%	129,476	41,128	(4,376)
*** EXPENSE CATEGORY TOTALS ***	678,237	678,237	99,331	215,379	31.8%	462,858	185,269	30,111
56-TRAVEL & EDUCATION EXPENDITURES								
201-56851 MEMBERSHIP DUES	525	525	-	-	0.0%	525	-	-
201-56852 TRAINING EXPENSES	9,800	9,800	-	161	1.6%	9,639	165	(4)
201-56853 TRAVEL & LODGING EXPENSES	1,750	1,750	514	1,975	112.9%	(225)	-	1,975
*** EXPENSE CATEGORY TOTALS ***	12,075	12,075	514	2,136	17.7%	9,939	165	1,971
57-DEBT SERVICE								
201-57862 CAPITAL LEASE INTEREST	11,596	11,596	-	-	0.0%	11,596	-	-
201-57863 CAPITAL LEASE PRINCIPAL	147,988	147,988	-	-	0.0%	147,988	-	-
201-57865 DEBT SERVICE INTEREST	-	-	-	-	0.0%	-	-	-
*** EXPENSE CATEGORY TOTALS ***	159,583	159,583	-	-	0.0%	159,583	-	-
58-CAPITAL EXPENDITURES								
201-58881 CAPITAL MACHINERY & EQUIPMENT	10,000	10,000	21,680	21,680	216.8%	(11,680)	-	21,680
201-58883 CAPITAL MOTOR VEHICLES	-	-	-	-	0.0%	-	-	-
201-58889 WATER SYSTEM IMPROVEMENTS	-	-	-	-	0.0%	-	-	-
201-58890 DEPRECIATION EXPENSE	-	-	-	-	0.0%	-	-	-
*** EXPENSE CATEGORY TOTALS ***	10,000	10,000	21,680	21,680	216.8%	(11,680)	-	21,680
59-TRANSFERS OUT								
201-59900 TRANSFER TO GENERAL FUND	1,632,130	1,632,130	136,011	408,032	25.0%	1,224,098	431,057	(23,025)
201-59901 TRANSFER TO DEBT SERVICE FUND	478,348	478,348	39,862	119,587	25.0%	358,761	117,746	1,841
201-59905 TRANSFER TO UT CAPITAL PROJECTS FUND	-	-	-	-	0.0%	-	-	-
*** EXPENSE CATEGORY TOTALS ***	2,110,478	2,110,478	175,873	527,619	25.0%	1,582,859	548,803	(21,184)



City of Jacksonville, Texas
Financial Statement
As of December 31, 2021

	Adopted Budget	Current Budget	Current Month	Y-T-D Actual	% of Budget	Budget Balance	Prior Year Y-T-D Actual	INC/(DEC) Prior Year
*** TOTAL EXPENSE ***	\$ 5,880,054	\$ 5,880,054	\$ 527,270	\$ 1,343,739	22.9%	\$ 4,536,316	\$ 1,313,584	\$ 30,155
203 -CAPITAL PROJECTS FUND (UTILITY)- DETAIL								
REVENUE								
203-47510 INTEREST INCOME	\$ 27,600	\$ 27,600	\$ 1,775	\$ 6,354	23.0%	\$ 21,246	\$ 7,254	\$ (901)
203-48518 INSURANCE PROCEEDS	-	-	-	183,569	0.0%	(183,569)	-	183,569
203-48525 SALE OF CAPITAL VEHICLES	440,000	440,000	-	-	0.0%	440,000	-	-
203-48527 GAIN/LOSS DISPOSAL-FIXED ASSET	-	-	-	-	0.0%	-	-	-
203-49553 TRANSFER FROM UTILITY FUND	-	-	-	-	0.0%	-	-	-
*** TOTAL REVENUE ***	467,600	467,600	1,775	189,923	40.6%	277,677	7,254	182,668
203 -CAPITAL PROJECTS FUND (UTILITY)- DETAIL								
EXPENSE								
203-52702 R/M LIFT STATIONS	80,936	80,936	-	-	0.0%	80,936	-	-
203-52711 R/M WASTEWATER PLANTS	63,493	63,493	-	-	0.0%	63,493	-	-
203-52713 R/M WATER STORAGE TANKS	40,524	40,524	106,651	109,057	269.1%	(68,533)	13,768	95,289
203-52714 R/M WATER WELLS	32,600	32,600	-	-	0.0%	32,600	-	-
203-55812 ENGINEERING SERVICES	-	-	2,720	6,305	0.0%	(6,305)	-	6,305
203-55829 SPECIAL SERVICES	-	-	1,860	1,860	0.0%	(1,860)	19,953	(18,093)
203-58880 CAPITAL BUILDINGS & STRUCTURES	30,000	30,000	-	-	0.0%	30,000	191,755	(191,755)
203-58881 CAPITAL MACHINERY & EQUIPMENT	60,000	60,000	-	-	0.0%	60,000	-	-
203-58883 CAPITAL MOTOR VEHICLES	340,830	340,830	-	-	0.0%	340,830	385,037	(385,037)
203-58888 LOOP 456 W/WW IMPROVEMENTS	-	-	-	-	0.0%	-	-	-
203-58889 WATER SYSTEM IMPROVEMENTS	-	-	-	-	0.0%	-	-	-
203-58890 DEPRECIATION EXPENSE	-	-	-	-	0.0%	-	-	-
203-59904 TRANSFER TO WATER & WASTEWATER UTILITY FUND	-	-	-	-	0.0%	-	-	-
*** TOTAL EXPENSE ***	\$ 648,383	\$ 648,383	\$ 111,231	\$ 117,222	18.1%	\$ 531,161	\$ 610,513	\$ (493,291)



NON MAJOR FUNDS SUMMARY

	110 GRANT FUND	111 HOTEL/MOTEL OCCUPANCY TAX FUND	112 COURT TECHNOLOGY FUND	113 COURT SECURITY FUND	114 COURT CHILD SAFETY TRUST FUND	115 POLICE STATE FORFEITURE FUND
Beginning Fund Balance	\$ 363,985	\$ 679,175	\$ -	\$ 151,744	\$ 10,877	\$ 11,029
REVENUE						
TAXES	-	79,035	-	-	-	-
FRANCHISE FEES	-	-	-	-	-	-
INTERGOVERNMENTAL REVENUE	-	-	-	-	-	173
FINES & FORFEITURE	-	-	1,374	1,631	341	-
LICENSE & PERMITS	-	-	-	-	-	-
FEES & CHARGES FOR SERVICES	-	-	-	-	-	-
INVESTMENT INCOME	-	1,683	-	372	28	28
MISCELLANEOUS RECEIPTS	-	371	-	-	-	-
TRANSFERS IN	-	-	(11,865)	-	-	-
Total	-	81,089	(10,491)	2,003	369	201
EXPENSE						
EMPLOYEE SERVICES	-	5,227	-	-	-	-
MAINTENANCE	-	1,258	-	-	-	-
UTILITIES	-	493	-	-	-	-
SUPPLIES	-	3,017	-	-	-	-
SERVICES	9,125	13,957	-	-	-	-
TRAVEL & EDUCATION EXPENDITURES	-	33	-	-	-	-
DEBT SERVICE	-	-	-	-	-	-
CAPITAL EXPENDITURES	-	2,750	-	-	-	-
TRANSFERS OUT	-	8,982	-	4,444	-	-
Total	9,125	35,715	-	4,444	-	-
Surplus (Deficit)	(9,125)	45,373	(10,491)	(2,441)	369	201
Ending Fund Balance	\$ 354,860	\$ 724,548	\$ (10,491)	\$ 149,303	\$ 11,246	\$ 11,230



NON MAJOR FUNDS SUMMARY

	116 POLICE FEDERAL FORFEITURE FUND	118 POLICE LEOSE	119 WAR MEMORIAL FUND	301 BEAUTIFICATION FUND	TOTAL
Beginning Fund Balance	\$ 9,217	\$ -	\$ 9,777	\$ 21,993	\$ 1,257,797
REVENUE					
TAXES	-	-	-	-	79,035
FRANCHISE FEES	-	-	-	-	-
INTERGOVERNMENTAL REVENUE	-	-	-	-	173
FINES & FORFEITURE	-	-	-	-	3,346
LICENSE & PERMITS	-	-	-	-	-
FEES & CHARGES FOR SERVICES	-	-	-	-	-
INVESTMENT INCOME	23	-	25	58	2,215
MISCELLANEOUS RECEIPTS	-	-	-	794	1,165
TRANSFERS IN	-	-	-	1,500	(10,365)
Total	23	-	25	2,352	75,570
EXPENSE					
EMPLOYEE SERVICES	-	-	-	-	5,227
MAINTENANCE	-	-	-	-	1,258
UTILITIES	-	-	-	-	493
SUPPLIES	-	-	-	647	3,663
SERVICES	-	-	-	-	23,082
TRAVEL & EDUCATION EXPENDITURES	-	-	-	-	33
DEBT SERVICE	-	-	-	-	-
CAPITAL EXPENDITURES	-	-	-	-	2,750
TRANSFERS OUT	-	-	-	-	13,426
Total	-	-	-	647	49,931
Surplus (Deficit)	23	-	25	1,706	25,639
Ending Fund Balance	\$ 9,239	\$ -	\$ 9,802	\$ 23,698	\$ 1,283,436



City of Jacksonville, Texas
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Summary of Cash and Investment Activity				
	Par Value	Book Value	Market Value	Ratio Market-to-Book Value
Beginning Balances				
Cash	\$ 11,121,754.18	\$ 11,121,754.18	\$ 11,121,754.18	100.00%
Investments	1,902,883.49	1,902,883.49	1,902,883.49	100.00%
Total	13,024,637.67	13,024,637.67	13,024,637.67	100.00%
Activity				
Cash	415,011.54	415,011.54	415,011.54	
Investments				
Net Accretion & Amortization				
Purchases	1,270.65	1,270.65	1,270.65	
Maturities/Calls	-	-	-	
Changes to Market Value	-	-	4,448.84	
Net Monthly Activity	416,282.19	416,282.19	420,731.03	
Ending Balances				
Cash	11,536,765.72	11,536,765.72	11,536,765.72	100.00%
Investments	1,904,154.14	1,904,154.14	1,908,602.98	100.23%
Total	\$ 13,440,919.86	\$ 13,440,919.86	\$ 13,445,368.70	100.03%



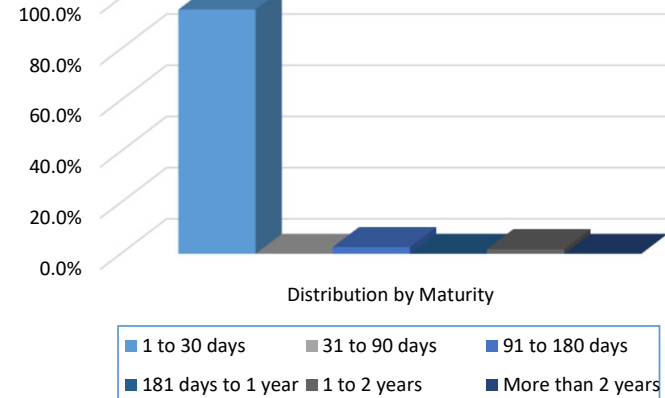
Summary of Cash and Investment Activity												
Purchase Date	Maturity Date	CUSIP / CD Number	Security Type	Par Value	Coupon	Purchase			Book Value	Market Value	Gain / (Loss)	Days to Maturity
						Price	Yield	Principal				
N/A	N/A	N/A	Cash In Depository Bank	\$11,536,766		\$ 100.000	1.000%	\$ 11,536,766	\$ 11,536,766	\$ 11,536,766	\$ -	1
N/A	N/A	N/A	FNC - Cash, Money Funds, and Bank Deposits	259,394		100.000	0.010%	259,394	259,394	259,394	-	1
N/A	N/A	N/A	LOGIC	288,107		100.000	0.074%	288,107	288,107	288,107	-	1
N/A	N/A	N/A	TexSTAR	250,336		100.000	0.014%	250,336	250,336	250,336	-	1
N/A	N/A	N/A	Texas Range	250,453		100.000	0.020%	250,453	250,453	250,453	-	1
N/A	N/A	N/A	Lone Star	250,864		100.000	0.010%	250,864	250,864	250,864	-	1
3/4/2020	3/4/2022	052392AG2	CD - Austin Telco Fed Cr Un Tex Sh Ctf	249,000		100.000	1.590%	249,000	249,000	249,598	598	63
3/31/2020	4/1/2022	46176PMY8	CD - Investors Bk Short Hills Nj Ctf Dep	109,000		100.000	1.240%	109,000	109,000	109,275	275	91
2/28/2020	2/28/2023	05580AVA9	CD - Bmw Bk North Amer Salt Lake City Utah	247,000		100.000	1.620%	247,000	247,000	250,577	3,577	424
Totals/Weighted Average				\$ 13,440,920			0.930%	\$ 13,440,920	\$ 13,440,920	\$ 13,445,369	\$ 4,449	11
Benchmark - 4-week Treasury Bill Rates Coupon Equivalent							0.060%					



Summary of Cash and Investment Activity

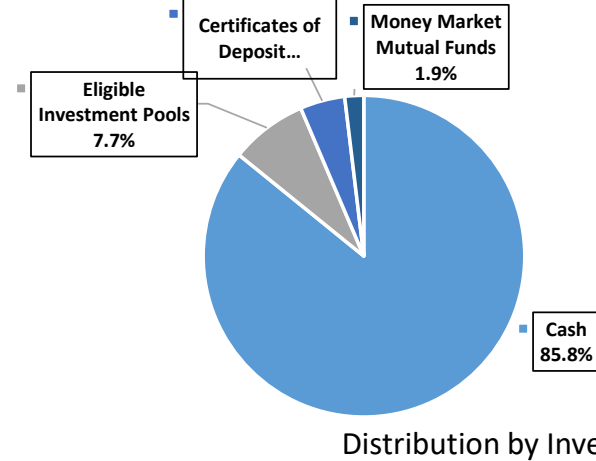
Distribution by Maturity

	Par Value	Percent
1 to 30 days	\$12,835,920	95.5%
31 to 90 days	-	0.0%
91 to 180 days	358,000	2.7%
181 days to 1 year	-	0.0%
1 to 2 years	247,000	1.8%
More than 2 years	-	0.0%
	<u>\$ 13,440,920</u>	<u>100.0%</u>



Distribution by Investment Type

	Book Value	Percent
Cash	\$ 11,536,766	85.8%
US Agencies & Instrumentalities	-	0.0%
Eligible Investment Pools	1,039,760	7.7%
Certificates of Deposit	605,000	4.5%
US Treasury Bills / Notes / Bonds	-	0.0%
Money Market Mutual Funds	259,394	1.9%
Repurchase Agreements	-	0.0%
	<u>\$ 13,440,920</u>	<u>100.0%</u>





City of Jacksonville, Texas
Financial Statement
As of December 31, 2021

Summary of Cash and Investment Activity									
Transaction Information				Beginning			Ending		
Dates		Description	Security Type	Par Value	Book Value	Market Value	Par Value	Book Value	Market Value
Purchase	Maturity								
N/A	N/A	FNC - Cash, Money Funds, and Bank Deposits	Money Market Mutual Funds	\$ 9,710	\$ 9,710	\$ 9,710	\$ 259,394	\$ 259,394	\$ 259,394
N/A	N/A	LOGIC	Investment Pool	288,089	288,089	288,089	288,107	288,107	288,107
N/A	N/A	TexSTAR	Investment Pool	250,333	250,333	250,333	250,336	250,336	250,336
N/A	N/A	Texas Range	Investment Pool	250,449	250,449	250,449	250,453	250,453	250,453
N/A	N/A	Lone Star	Investment Pool	250,302	250,302	250,302	250,864	250,864	250,864
12/11/2019	12/10/2021	CD - Kern Schs Fec Cr Un Sh Ctf	Certificate of Deposit	249,000	249,000	249,000	-	-	-
3/4/2020	3/4/2022	CD - Austin Telco Fed Cr Un Tex Sh Ctf	Certificate of Deposit	249,000	249,000	249,000	249,000	249,000	249,598
3/31/2020	4/1/2022	CD - Investors Bk Short Hills Nj Ctf Dep	Certificate of Deposit	109,000	109,000	109,000	109,000	109,000	109,275
2/28/2020	2/28/2023	CD - Bmw Bk North Amer Salt Lake City Utah	Certificate of Deposit	247,000	247,000	247,000	247,000	247,000	250,577
Total of Investments				1,902,883	1,902,883	1,902,883	1,904,154	1,904,154	1,908,603
Cash					11,121,754	11,121,754		11,536,766	11,536,766
Total Investments & Cash					<u>\$ 13,024,638</u>	<u>\$ 13,024,638</u>		<u>\$ 13,440,920</u>	<u>\$ 13,445,369</u>



Cash and Investment Distribution by Fund										
Transaction Information		101 GENERAL FUND	102 DEBT SERVICE FUND	103 CAPITAL PROJECTS FUND	110 GRANT FUND	111 HOTEL / MOTEL OCCUPANCY TAX FUND	112 COURT TECHNOLOGY FUND	113 COURT SECURITY FUND	114 COURT CHILD SAFETY TRUST FUND	115 POLICE STATE FORFEITURE FUND
Description	Security Type									
LOGIC	Investment Pool	\$ 90,553	\$ 18,132	\$ 16,455	\$ 7,986	\$ 15,643	\$ (236)	\$ 3,360	\$ 253	\$ 253
TexSTAR	Investment Pool	78,682	15,755	14,298	6,939	13,592	(205)	2,920	220	220
Texas Range	Investment Pool	78,719	15,762	14,305	6,942	13,599	(205)	2,921	220	220
Lone Star	Investment Pool	78,848	15,788	14,328	6,954	13,621	(206)	2,926	220	220
FNC	Money Market Mutual Funds	81,529	16,325	14,815	7,190	14,084	(213)	3,025	228	228
FNC Brokered CD's	Certificates of Deposit	190,154	38,075	34,554	16,770	32,849	(496)	7,056	531	531
Total of Investments		598,485	119,837	108,755	52,781	103,389	(1,560)	22,207	1,673	1,670
Cash		3,404,229	681,640	1,324,393	300,225	588,083	(8,876)	126,316	9,515	9,501
Total Investments & Cash		4,002,714	801,477	1,433,148	353,006	691,471	(10,436)	148,523	11,187	11,172

Transaction Information		116 POLICE FEDERAL FORFEITURE FUND	118 POLICE LEOSE	119 WAR MEMORIAL FUND	201 WATER & WASTEWATER UTILITY FUND	203 CAPITAL PROJECTS FUND	301 BEAUTIFICATION FUND	801 PAYROLL PAYABLES	901 UB CONVERSION	TOTAL
Description	Security Type									
LOGIC	Investment Pool	208	-	221	80,768	51,349	530	2,862	(230)	288,107
TexSTAR	Investment Pool	181	-	192	70,180	44,617	461	2,486	(200)	250,336
Texas Range	Investment Pool	181	-	192	70,212	44,638	461	2,488	(200)	250,453
Lone Star	Investment Pool	181	-	192	70,328	44,711	462	2,492	(201)	250,864
FNC	Money Market Mutual Funds	187	-	199	72,719	46,232	477	2,576	(207)	259,394
FNC Brokered CD's	Certificates of Deposit	437	-	463	169,607	107,829	1,113	6,009	(484)	605,000
Total of Investments		1,374	-	1,458	533,814	339,377	3,504	18,913	(1,522)	1,904,154
Cash		7,817	-	8,293	3,036,378	1,930,404	19,931	107,577	(8,658)	11,536,766
Total Investments & Cash		\$ 9,191	\$ -	\$ 9,751	\$ 3,570,192	\$ 2,269,781	\$ 23,435	\$ 126,489	\$ (10,180)	\$ 13,440,920



Summary of Cash and Investment Activity									
Summary of Investment Earnings									
Description	101 GENERAL FUND	102 DEBT SERVICE FUND	103 CAPITAL PROJECTS FUND	110 GRANT FUND	111 HOTEL / MOTEL OCCUPANCY TAX FUND	112 COURT TECHNOLOGY FUND	113 COURT SECURITY FUND	114 COURT CHILD SAFETY TRUST FUND	115 POLICE STATE FORFEITURE FUND
Bank Interest	\$ 2,879.34	\$ 576.54	\$ 1,138.09	\$ 253.93	\$ 497.41	\$ (7.51)	\$ 106.84	\$ 8.05	\$ 8.04
LOGIC	5.66	1.13	1.03	0.50	0.98	(0.01)	0.21	0.02	0.02
TexSTAR	0.92	0.18	0.17	0.08	0.16	(0.00)	0.03	0.00	0.00
Texas Range	1.11	0.22	0.20	0.10	0.19	(0.00)	0.04	0.00	0.00
Lone Star	0.34	0.07	0.06	0.03	0.06	(0.00)	0.01	0.00	0.00
FNC Money Market Mutual Funds	0.43	0.09	0.08	0.04	0.07	(0.00)	0.02	0.00	0.00
FNC Brokered CD's	290.10	58.09	52.72	25.58	50.12	(0.76)	10.76	0.81	0.81
Total	3,177.91	636.32	1,192.34	280.27	548.99	(8.29)	117.92	8.88	8.87

Summary of Investment Earnings									
Description	116 POLICE FEDERAL FORFEITURE FUND	118 POLICE LEOSE	119 WAR MEMORIAL FUND	201 WATER & WASTEWATER UTILITY FUND	203 CAPITAL PROJECTS FUND	301 BEAUTIFICATION FUND	801 PAYROLL PAYABLES	901 UB CONVERSION	TOTAL
Bank Interest	6.61	-	7.01	2,568.20	1,632.76	16.86	90.99	(7.32)	9,775.83
LOGIC	0.01	-	0.01	5.05	3.21	0.03	0.18	(0.01)	18.02
TexSTAR	0.00	-	0.00	0.82	0.52	0.01	0.03	(0.00)	2.93
Texas Range	0.00	-	0.00	0.99	0.63	0.01	0.04	(0.00)	3.53
Lone Star	0.00	-	0.00	0.31	0.19	0.00	0.01	(0.00)	1.09
FNC Money Market Mutual Funds	0.00	-	0.00	0.39	0.25	0.00	0.01	(0.00)	1.38
FNC Brokered CD's	0.67	-	0.71	258.76	164.51	1.70	9.17	(0.74)	923.00
Total	\$ 7.30	\$ -	\$ 7.74	\$ 2,834.51	\$ 1,802.07	\$ 18.61	\$ 100.42	\$ (8.08)	\$ 10,725.78

This monthly report is in full compliance with the investment strategies as established in the City's Investment Policies and the Public Funds Investment Act, Chapter 2256, Texas Government Code.

Roxanna Briley

Roxanna Briley
Finance Director



JACKSONVILLE POLICE DEPARTMENT

MONTHLY REPORT January, 2022

POPULATION DATA		
January-21	14,544	
January-22	14,923	
Annual Growth	379	2.61%

PART 1 UCR CRIMES

Offense Category	MONTHLY				YEAR TO DATE					
	Monthly Totals	Previous Month's Totals	Amount of Change	Percent Increase/Decrease	YTD 2022	2022 Per 1000/capita	YTD 2021	2021 Per 1000/capita	Amount of Change	Percent Increase/Decrease
Murder	0	0	No Change	*NC	0	0.00	0	0.00	No Change	*NC
Rape	1	2	-1	-50.00	1	0.07	0	0.00	1	*NC
Robbery	0	1	-1	-100.00	0	0.00	1	0.07	-1	-100.00
Individual	0	0	No Change	*NC	0	0.00	0	0.00	No Change	*NC
Business	0	1	-1	-100.00	0	0.00	1	0.07	-1	-100.00
Assaults	13	13	No Change	0.00	13	0.87	9	0.62	4	44.44
Aggravated	5	4	1	25.00	5	0.34	2	0.14	3	150.00
Other Assaults	8	9	-1	-11.11	8	0.54	7	0.48	1	14.29
Burglary	2	5	-3	-60.00	2	0.13	5	0.34	-3	-60.00
Habitation	2	3	-1	-33.33	2	0.13	3	0.21	-1	-33.33
Building	0	2	-2	-100.00	0	0.00	2	0.14	-2	-100.00
Theft	13	16	-3	-18.75	13	0.87	11	0.76	2	18.18
Burglary Vehicle	0	3	-3	-100.00	0	0.00	1	0.07	-1	-100.00
Burglary Coin-Op Machine	0	0	No Change	*NC	0	0.00	0	0.00	No Change	*NC
Thefts	13	13	No Change	0.00	13	0.87	10	0.69	3	30.00
Motor Vehicle Theft	4	1	3	300.00	4	0.27	1	0.07	3	300.00
TOTAL OFFENSES	33	38	-5	-13.16	33	2.21	27	1.86	6	22.22

TRAFFIC ACCIDENT SUMMARY

ACTIVITY	MONTHLY				YEAR TO DATE					
	Monthly Totals	Previous Month's Totals	Amount of Change	Percent Increase/Decrease	YTD 2022	2022 Per 1000/capita	YTD 2021	2021 Per 1000/capita	Amount of Change	Percent Increase/Decrease
Motor Vehicle Accidents	21	26	-5	-19.23	21	1.41	18	1.24	3	16.67
Injury Accidents	8	11	-3	-27.27	8	0.54	8	0.55	No Change	0.00
Number Transported	3	11	-8	-72.73	3	0.20	8	0.55	-5	-62.50
Fatality Accidents	0	0	No Change	*NC	0	0.00	0	0.00	No Change	*NC
Fatalities	0	0	No Change	*NC	0	0.00	0	0.00	No Change	*NC

PATROL & TRAFFIC DIVISIONS ACTIVITY

ACTIVITY	MONTHLY				YEAR TO DATE					
	Monthly Totals	Previous Month's Totals	Amount of Change	Percent Increase/Decrease	YTD 2022	2022 Per 1000/capita	YTD 2021	2021 Per 1000/capita	Amount of Change	Percent Increase/Decrease
Calls for Service	1,794	1,495	299	20.00	1,794	120.22	2,606	179.18	-812	-31.16
Citations	273	199	74	37.19	273	18.29	593	40.77	-320	-53.96
Offense Reports	141	132	9	6.82	141	9.45	117	308.71	24	20.51
Response Time Avg. Emergency	7.98	4.56	3.42	75.00	7.98		4.22		3.76	89.10
Response Time Avg. Non-Emer.	7.89	8.90	-1.01	-11.35	7.89		3.58		4.31	120.39

COMMUNICATIONS DIVISION ACTIVITY

ACTIVITY	MONTHLY				YEAR TO DATE					
	Monthly Totals	Previous Month's Totals	Amount of Change	Percent Increase/Decrease	YTD 2022	2022 Per 1000/capita	YTD 2021	2021 Per 1000/capita	Amount of Change	Percent Increase/Decrease
NCIC/TCIC Entries	18	39	-21	-53.85	18	1.21	4	0.28	14	350.00
911 Calls - Total	411	425	-14	-3.29	411	27.54	1,088	74.81	-677	-62.22
911 Calls - Police	204	235	-31	-13.19	204	13.67	225	15.47	-21	-9.33
911 Calls - Fire	70	62	8	12.90	70	4.69	39	2.68	31	79.49
911 Calls - EMS	137	128	9	7.03	137	9.18	293	20.15	-156	-53.24

CRIMINAL INVESTIGATION DIVISION ACTIVITY

ACTIVITY	MONTHLY				YEAR TO DATE					
	Monthly Totals	Previous Month's Totals	Amount of Change	Percent Increase/Decrease	YTD 2022	2022 Per 1000/capita	YTD 2021	2021 Per 1000/capita	Amount of Change	Percent Increase/Decrease
Cases Assigned	109	12	97	808.33	109	7.30	78	5.36	31	39.74
Cases Cleared	78	25	53	212.00	78	5.23	24	1.65	54	225.00
Cases Filed (Misdemeanor)	0	35	-35	-100.00	0	0.00	38	2.61	-38	-100.00
Cases Filed (Felony)	0	18	-18	-100.00	0	0.00	27	1.86	-27	-100.00
Cases Filed (Juvenile)	3	3	No Change	0.00	3	0.20	1	0.07	2	200.00

ARRESTS

ACTIVITY	MONTHLY				YEAR TO DATE					
	Monthly Totals	Previous Month's Totals	Amount of Change	Percent Increase/Decrease	YTD 2022	2022 Per 1000/capita	YTD 2021	2021 Per 1000/capita	Amount of Change	Percent Increase/Decrease
DWI Arrest	7	8	-1	-12.50	7	0.47	5	0.34	2	40.00
Adult Arrests	52	58	-6	-10.34	52	3.48	50	3.44	2	4.00
City Warrant Cleared	6	12	-6	-50.00	6	0.40	10	0.69	-4	-40.00
Drug Related Arrests	15	21	-6	-28.57	15	1.01	12	0.83	3	25.00
Juvenile Arrests	2	3	-1	-33.33	2	0.13	1	0.07	1	100.00

POLICE PERSONNEL

ACTIVITY	MONTHLY				YEAR TO DATE					
	Monthly Totals	Previous Month's Totals	Amount of Change	Percent Increase/Decrease	YTD 2022	2022 Per 1000/capita	YTD 2021	2021 Per 1000/capita	Amount of Change	Percent Increase/Decrease
TCOLE Training Hours	460	404	56	13.86	460	30.82	35	2.41	425	1214.29
Community Meetings	1	1	No Change	0.00	1	0.07	2	0.14	-1	-50.00
Lake Patrol Hours	0	0	No Change	*NC	0	0.00	0	0.00	No Change	*NC
Volunteer Hours	22	21	1	4.76	22	1.47	475	32.66	-453	-95.37
Volunteer Security Checks	39	6	33	550.00	39	2.61	50	3.44	-11	-22.00
Open Records Requests	18	37	-19	-51.35	18	1.21	20	1.38	-2	-10.00
Special Events	2	2	No Change	0.00	2	0.13	0	0.00	2	*NC

CODE ENFORCEMENT ACTIVITY

ACTIVITY	MONTHLY				YEAR TO DATE					
	Monthly Totals	Previous Month's Totals	Amount of Change	Percent Increase/Decrease	YTD 2022	2022 Per 1000/capita	YTD 2021	2021 Per 1000/capita	Amount of Change	Percent Increase/Decrease
Inspections - Trash	9	12	-3	-25	9	0.60	111	7.63	-102	-91.9
- Junk Vehicles	2	0	2	*NC	2	0.13	31	2.13	-29	-93.5
- Grass/Weeds	0	3	-3	-100	0	0.00	5	0.34	-5	-100.0
- Illegal Signs	21	48	-27	-56	21	1.41	32	2.20	-11	-34.4
- Unsafe Conditions	0	0	No Change	*NC	0	0.00	0	0.00	No Change	*NC
- Vendors	0	0	No Change	*NC	0	0.00	11	0.76	-11	-100.0
- Other	2	2	No Change	0	2	0.13	1	0.07	1	100.0
Resolved - Trash	9	2	7	350	9	0.60	25	1.72	-16	-64.0
- Junk Vehicles	2	0	2	*NC	2	0.13	13	0.89	-11	-84.6
- Grass/Weeds	5	1	4	400	5	0.34	3	0.21	2	66.7
- Illegal Signs	21	47	-26	-55	21	1.41	32	2.20	-11	-34.4
- Unsafe Conditions	0	0	No Change	*NC	0	0.00	0	0.00	No Change	*NC
- Vendors	0	0	No Change	*NC	0	0.00	12	0.83	-12	-100.0
- Other	2	1	1	100	2	0.13	1	0.07	1	100.0

ANIMAL SERVICES ACTIVITY

ACTIVITY	MONTHLY				YEAR TO DATE					
	Monthly Totals	Previous Month's Totals	Amount of Change	Percent Increase/Decrease	YTD 2022	2022 Per 1000/capita	YTD 2021	2021 Per 1000/capita	Amount of Change	Percent Increase/Decrease
Dogs - Intake	13	19	-6	-32	13	0.87	33	2.27	-20	-60.6
Dogs - Adopted / Rescued	12	25	-13	-52	12	31.66	27	1.86	-15	-55.6
Dogs - Reclaimed by Owner	5	9	-4	-44	5	0.34	7	0.48	-2	-28.6
Cats - Intake	4	2	2	100	4	0.27	11	0.76	-7	-63.6
Cats - Adopted / Rescued	8	13	-5	-38	8	0.54	13	0.89	-5	-38.5
Cats - Reclaimed by Owner	0	0	No Change	*NC	0	0.00	0	0.00	No Change	*NC
Calls for Service Total	140	107	33	31	140	9.38	90	6.19	50	55.6
Barking Dogs	1	1	No Change	0	1	0.07	6	0.41	-5	-83.3
Loose Animals	54	65	-11	-17	54	3.62	28	1.93	26	92.9
Other Wildlife - Livestock	2	3	-1	-33	2	0.13	8	0.55	-6	-75.0
Value of Donated Materials	\$473	\$140	333	238	\$473	31.70	\$685	47.10	-\$212	-30.9
Volunteer Hours	72	88.5	-16.5	-19	72	4.82	78	5.36	-6	-7.7
Community Service Hours	370	164.5	205.5	125	370	24.79	427	29.36	-57	-13.3

Fire Department

January Council



Fire Responses	
EMS Backups	85
Vehicle/Trailer Fires	2
Structure Fire	4
Structure Fire-Fully Active	3
Fire Alarms	89
Brush Fire Mutual Aid	1
Misc. Fires	18
Motor Vehicle Assists	32

EMS Report	
Out of Town Transfers	22
Christus Tyler	18
UT Tyler	4
Rusk Nursing Home Transfers	1
Treatment no Transports	62
Airport Flight Crew Transport	0
Emergency EMS Calls	210

Fire Marshall's Office	
Fire Inspections	15
Fire Investigations	4
Fire Permits	5
Plan Review/Meetings	6
Fire Prevention/Tours	3
Bailiff Hours	16

Notes For Council:

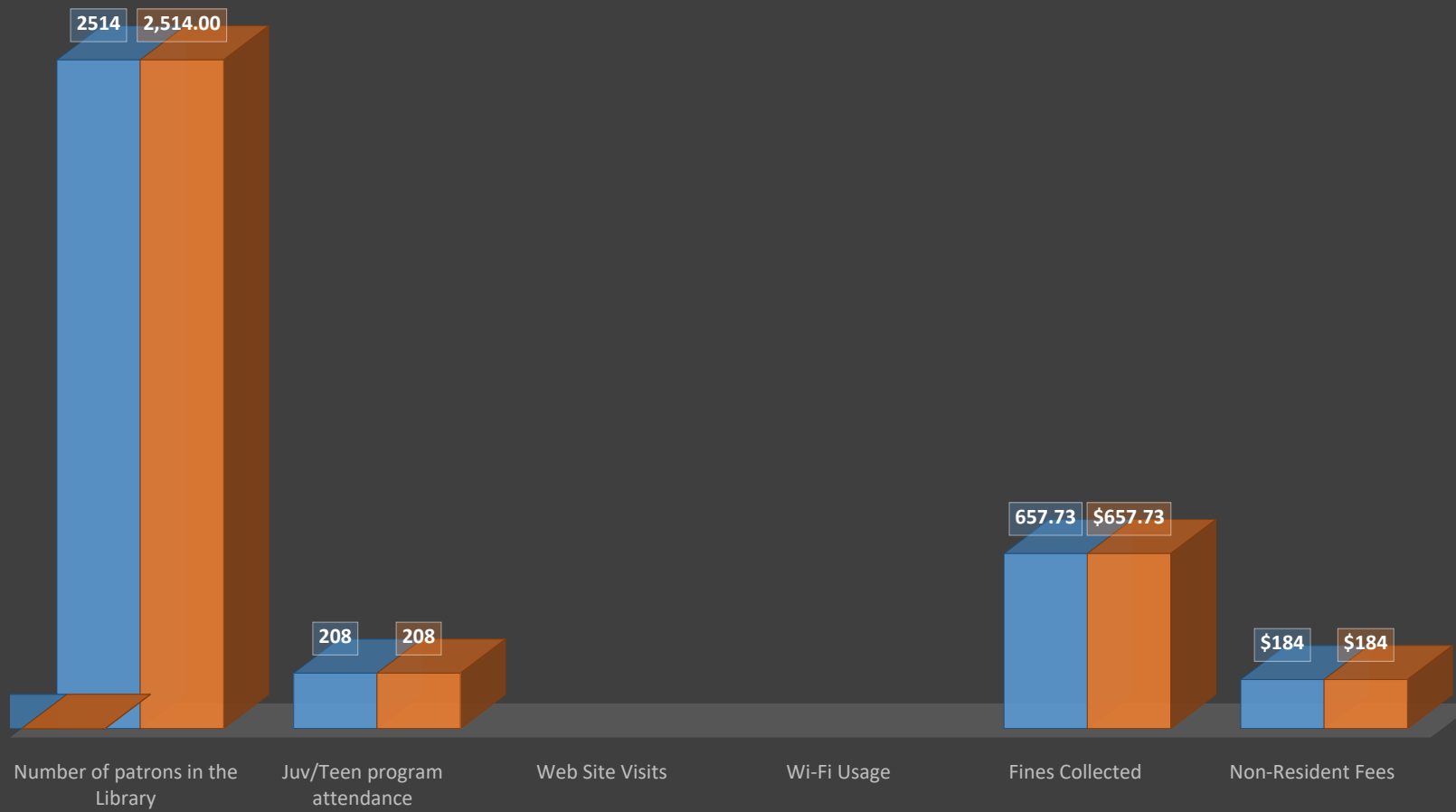
January 31st was the FD's last day in the Central Fire Station at 301 S. Main St. JFD is now in the new station at the Public Safety Complex.

Jacksonville Fire Department has two vacant positions.

CITY OF JACKSONVILLE
PUBLIC LIBRARY
MONTHLY REPORT
January 2022

STATISTICAL DATA

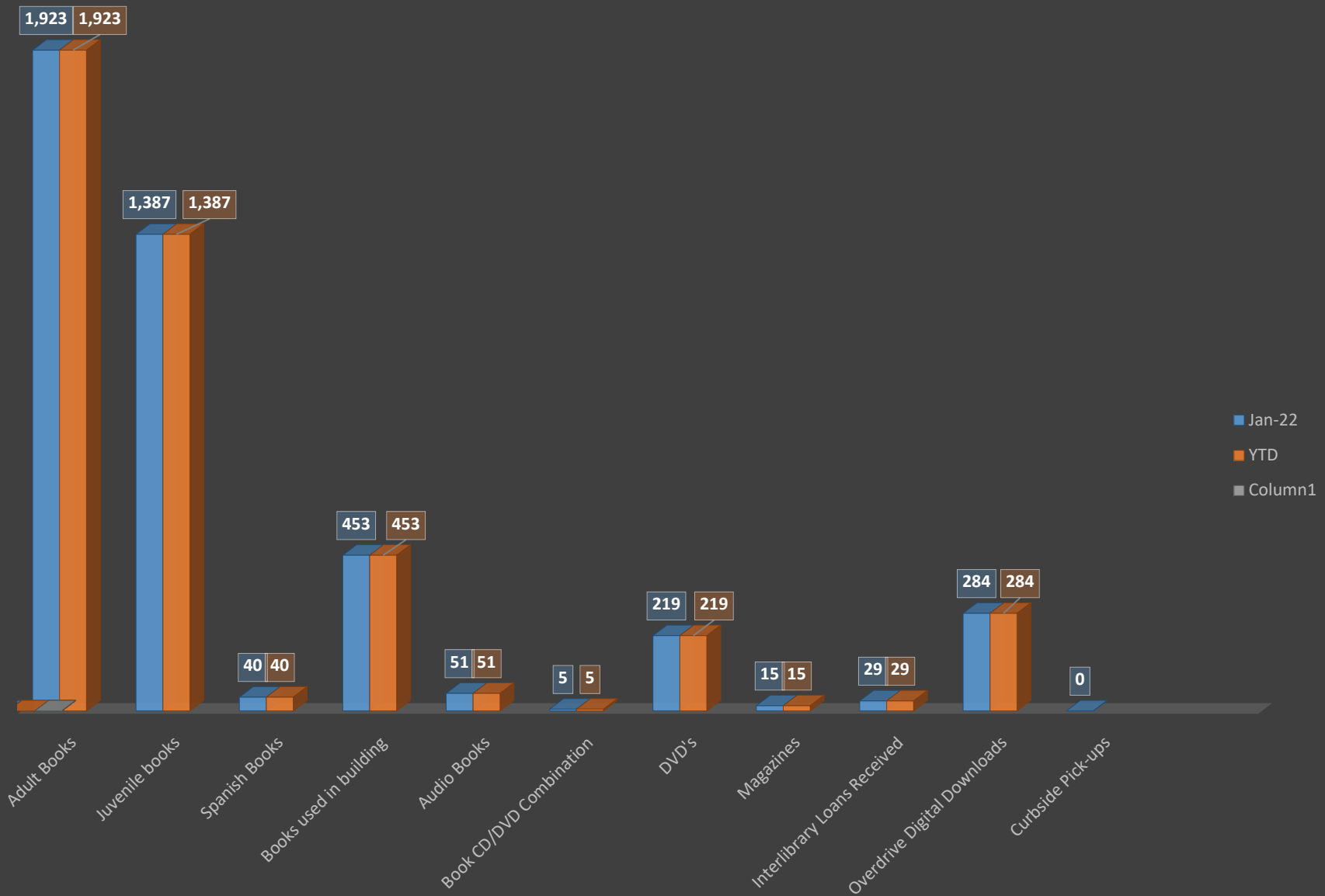
■ Jan-22 ■ YTD



- Web site/ Wifi information is not available at this time

CITY OF JACKSONVILLE
PUBLIC LIBRARY
MONTHLY REPORT
January 2022

TOTAL ITEM CIRCULATION



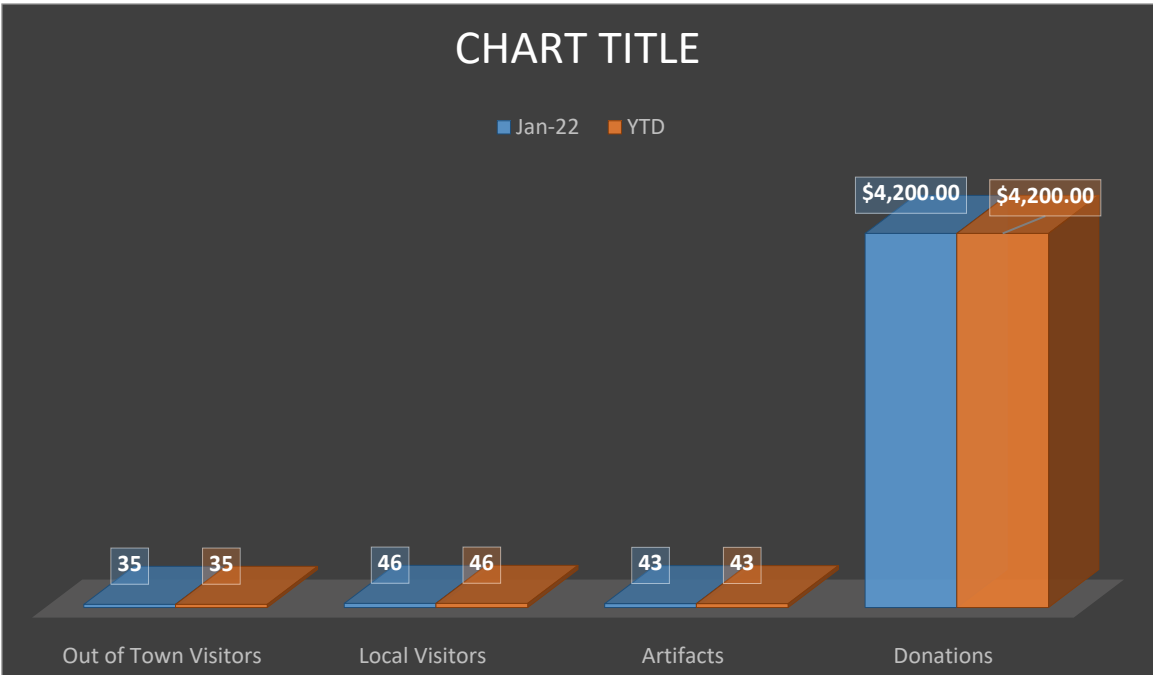
**CITY OF JACKSONVILLE
PUBLIC LIBRARY
MONTHLY REPORT
January 2022**

Items provided to other libraries through Interlibrary Loan: 35 monthly / YTD 35 total.

Book and DVD gifts to the library for the month of January: 1 items / YTD 1 items.

The data for this report was gathered on February, 2022.

CITY OF JACKSONVILLE
Vanishing Texana Museum
MONTHLY REPORT
January 2022



January 2022 total museum visitors - 81

Artifacts inventory for January = 150



Community & Public Services Reported Concerns



Monthly Report

January-22

Building

CONCERN

Building

Illegal Use of Occupancy

Misc. - Issue Internal Use

General

Inspection

Other

Zoning Violations

Jan-22	Oct. 1 - YTD	Notes:
	0	
	0	
	0	
2	3	
	0	
1	8	
	0	

Parks

CONCERN

Overgrowth

Trash & Rubbish

Other

Parks/Facility Maintenance

		Notes:
	0	
	0	
	0	
	0	

Public Services

CONCERN

General Request-Public Services

		Notes:
	0	

Sanitation

CONCERN

Trash Can

Trash & Rubbish

		Notes:
3	20	
2	5	

Bulky Waste Pick Up Request

31	168	
----	-----	--

Streets

CONCERN

Decorative Street Light
Clogged Storm Drain
Dead/Fallen Tree on Street
Grass in Curb and Gutter
Low Limbs or Vegetation Blocking Line of Sight
Misc. Use
Other
Overgrowth
Pothole/Street Repairs
Right of Way Mowing
Signage
Stagnant Water
Street Light Out
Street Sweeping Needed

		Notes:
	2	
	1	
1	3	
2	0	
	0	
	0	
	15	
	0	
3	9	
	0	
1	3	
	0	
	0	
	5	

Water

CONCERN

Fire Hydrant Maintenance
locates
Water in the Streets
Water Leaks
Water Meter Leaks
Other

		Notes:
	1	
22	146	
	0	
11	44	
	8	
2	10	

Wastewater Collection

CONCERN

Sewer backup
sewage other
Sewage Leak
Sewer Odor

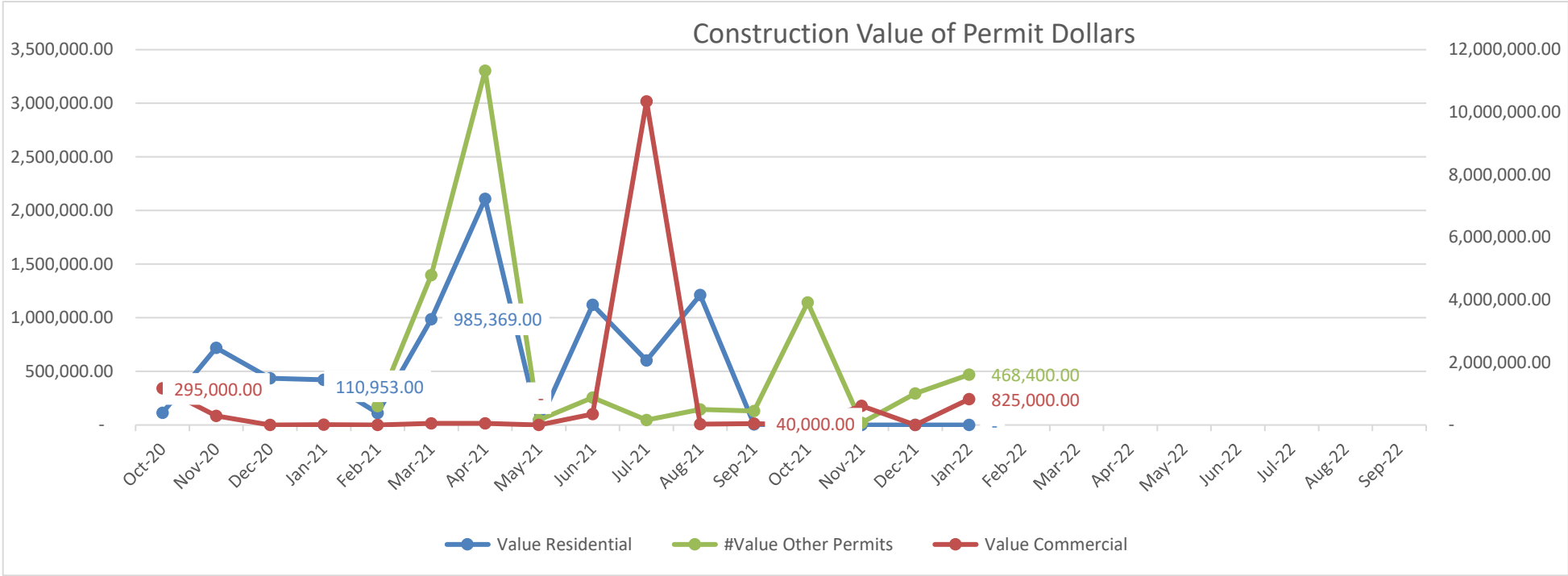
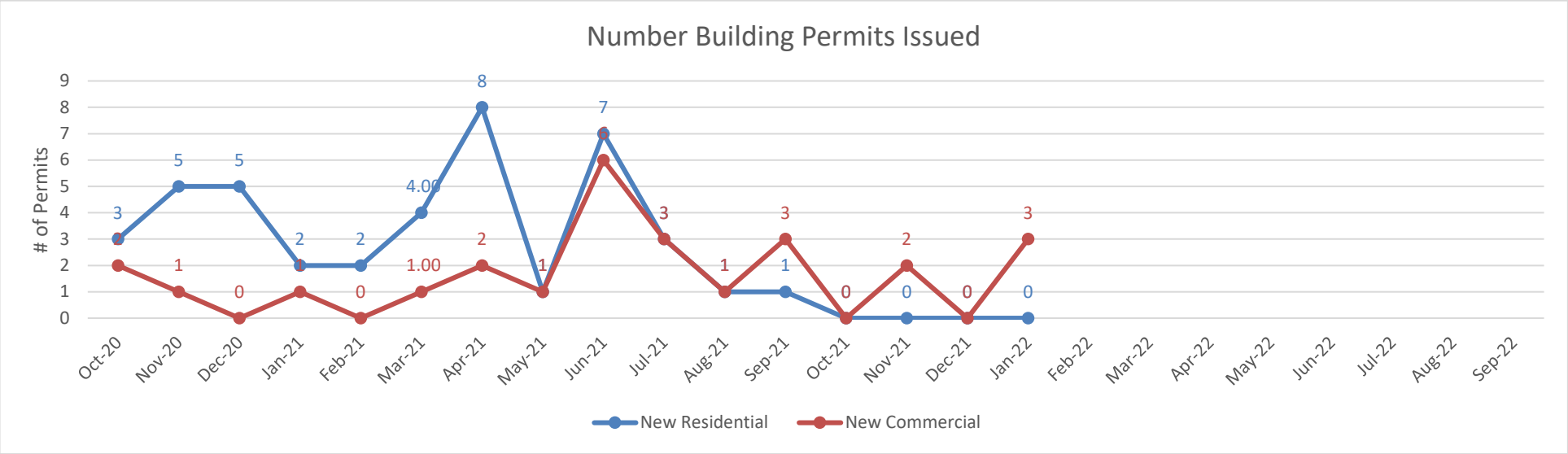
		Notes:
8	25	
2	4	
	1	
	2	

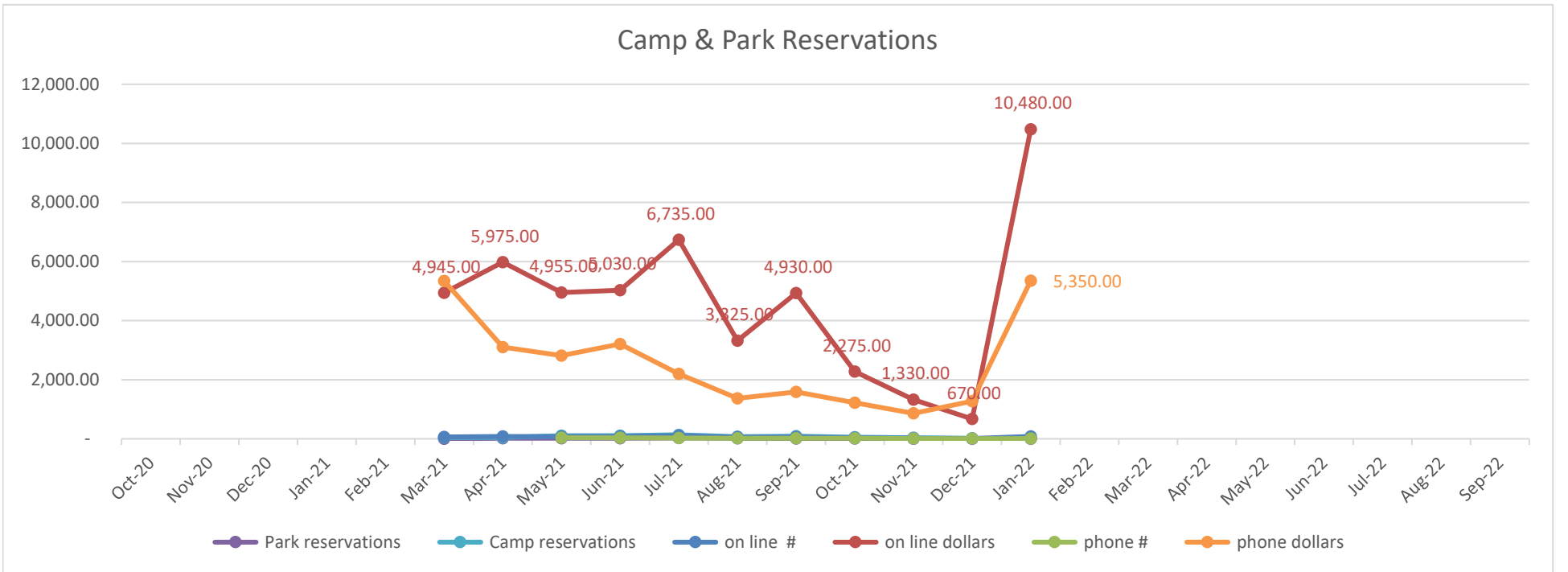
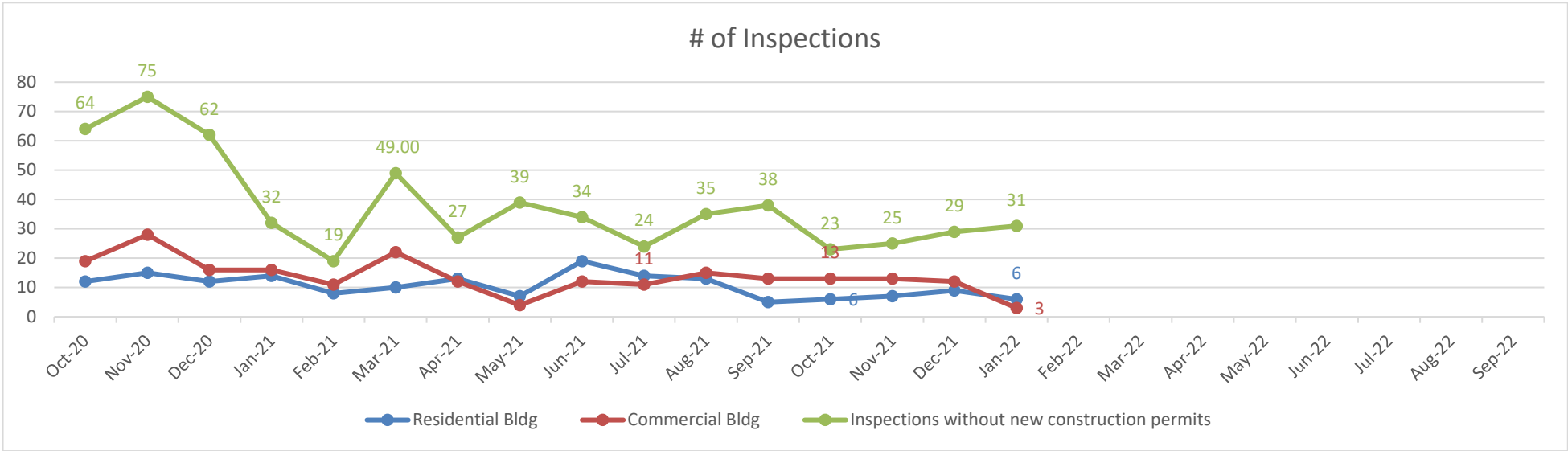
Utility Billing

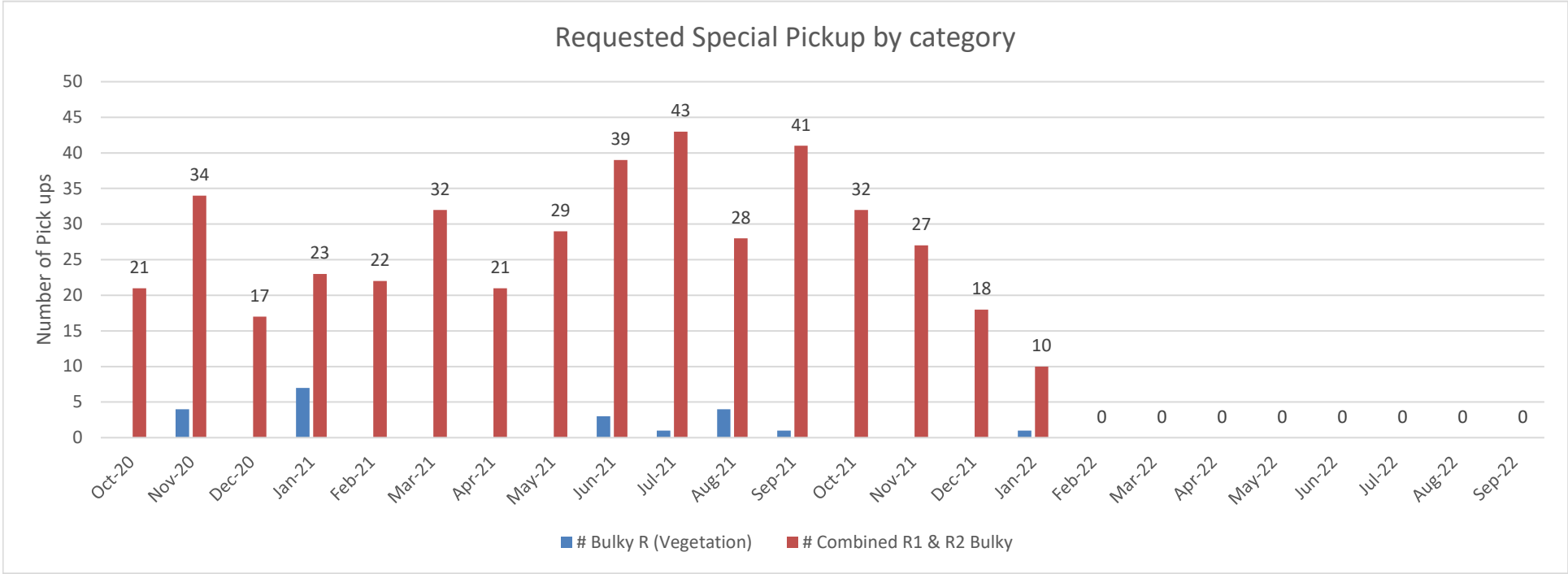
- CONCERN
- Park Reservations
- Permits
- Reads
- Meter Turn on/Turn off
- Account setups- new/transfer/ disconnect
- Biling questions
- AMI Meter repairs/ replacements

Totals

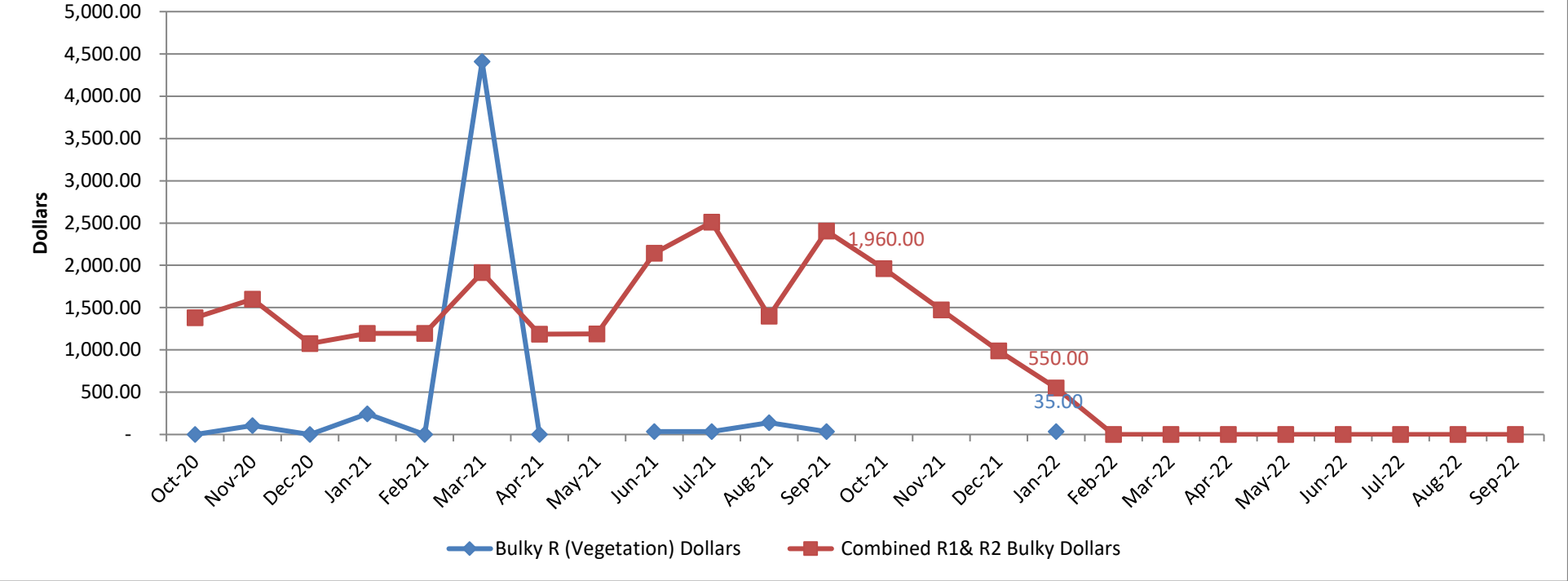
		Notes:
	0	
	0	
	0	
8	28	
42	221	
	0	
16	62	
157	794	



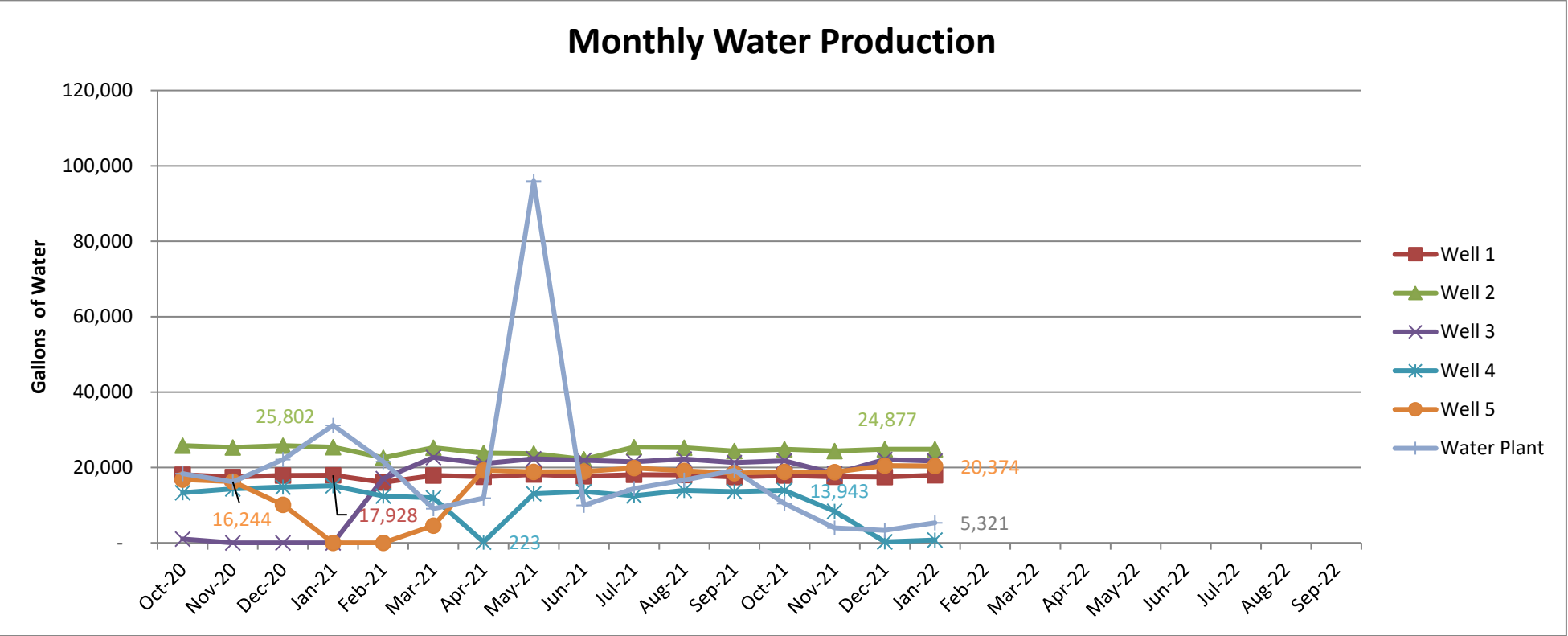




Sanitation Revenue from Special Pickup

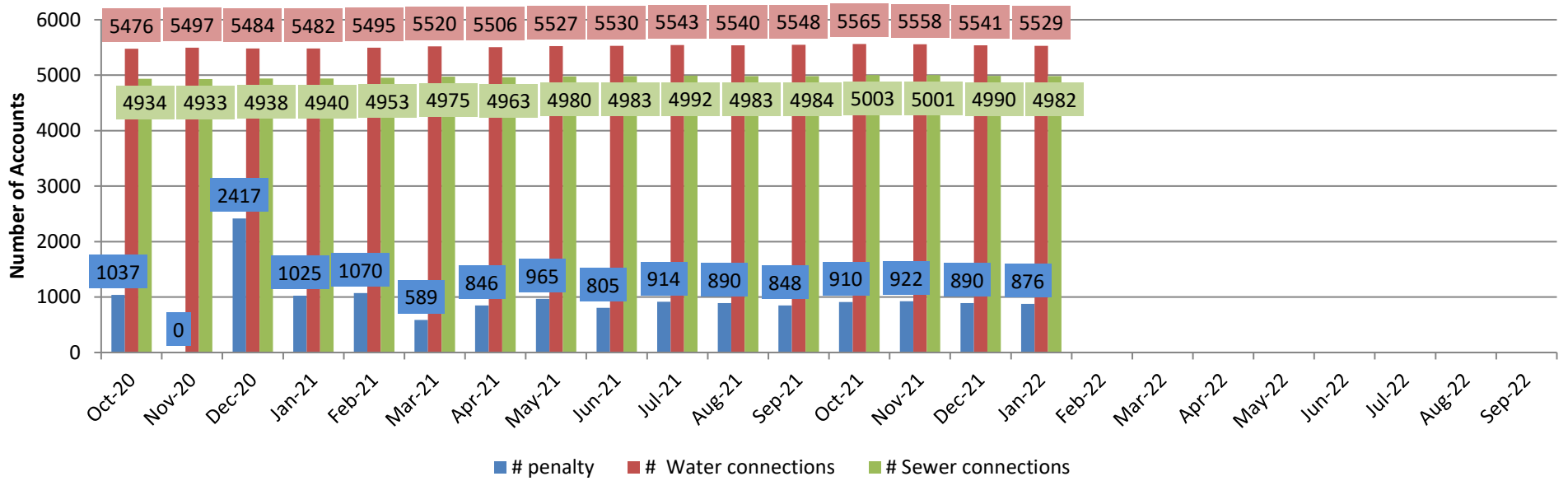


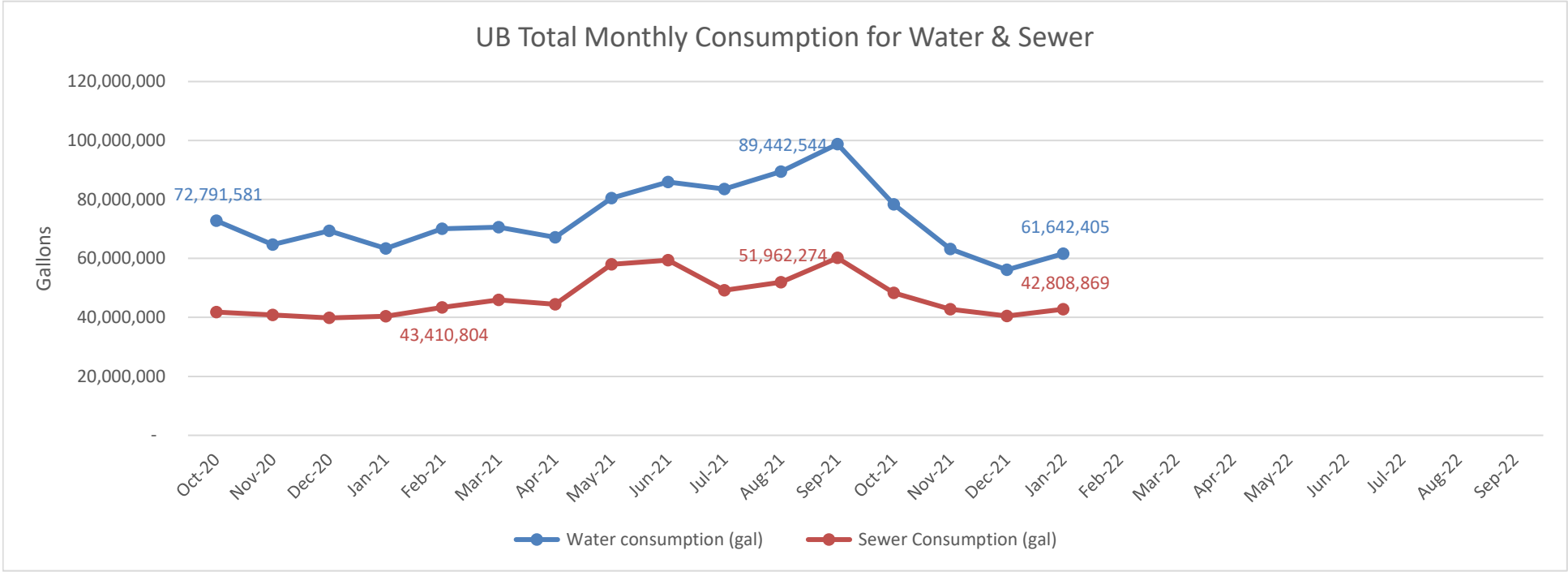
Monthly Water Production



** information from Water Plant Daily Production Logs

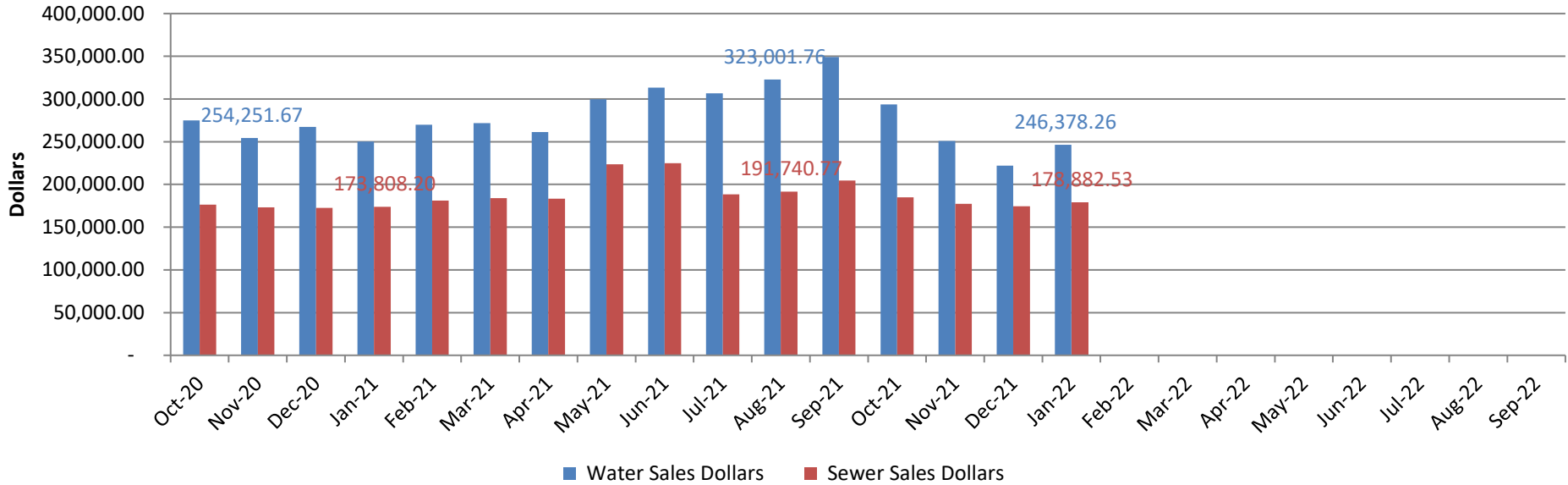
Monthly Billed total # of Accounts for Water/ Sewer & Penalties Applied



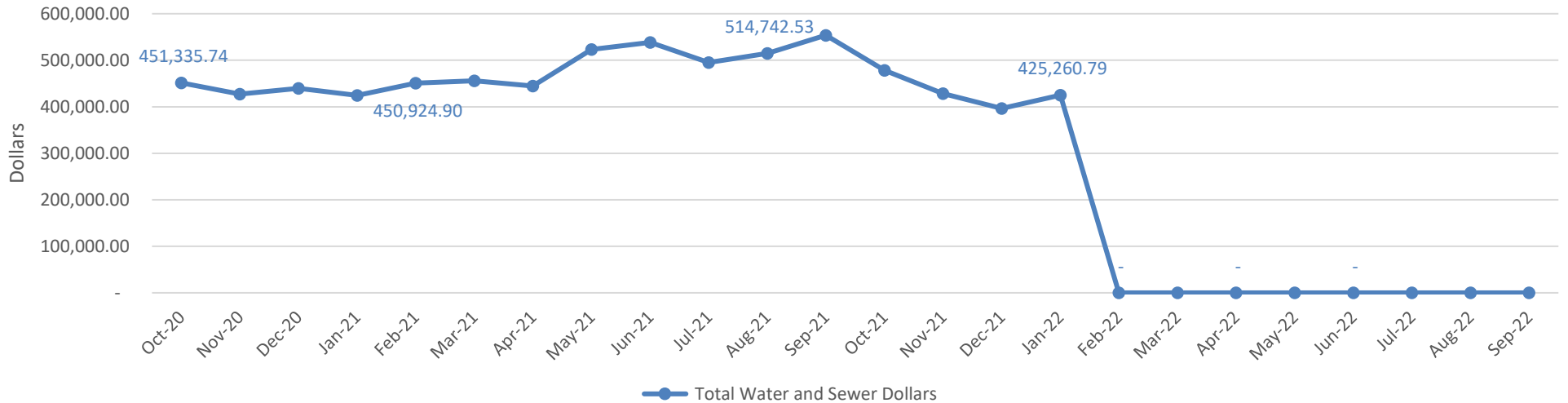


** information from Billing Recap by Rate Within Service Monthly report

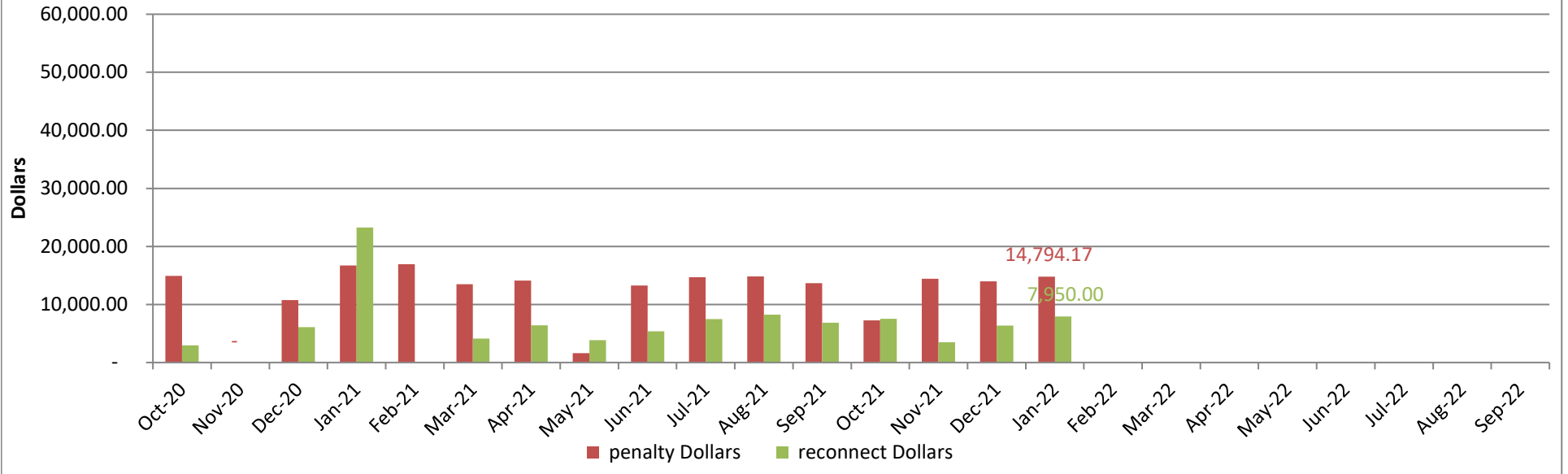
UB Revenue from Water & Sewer Sales



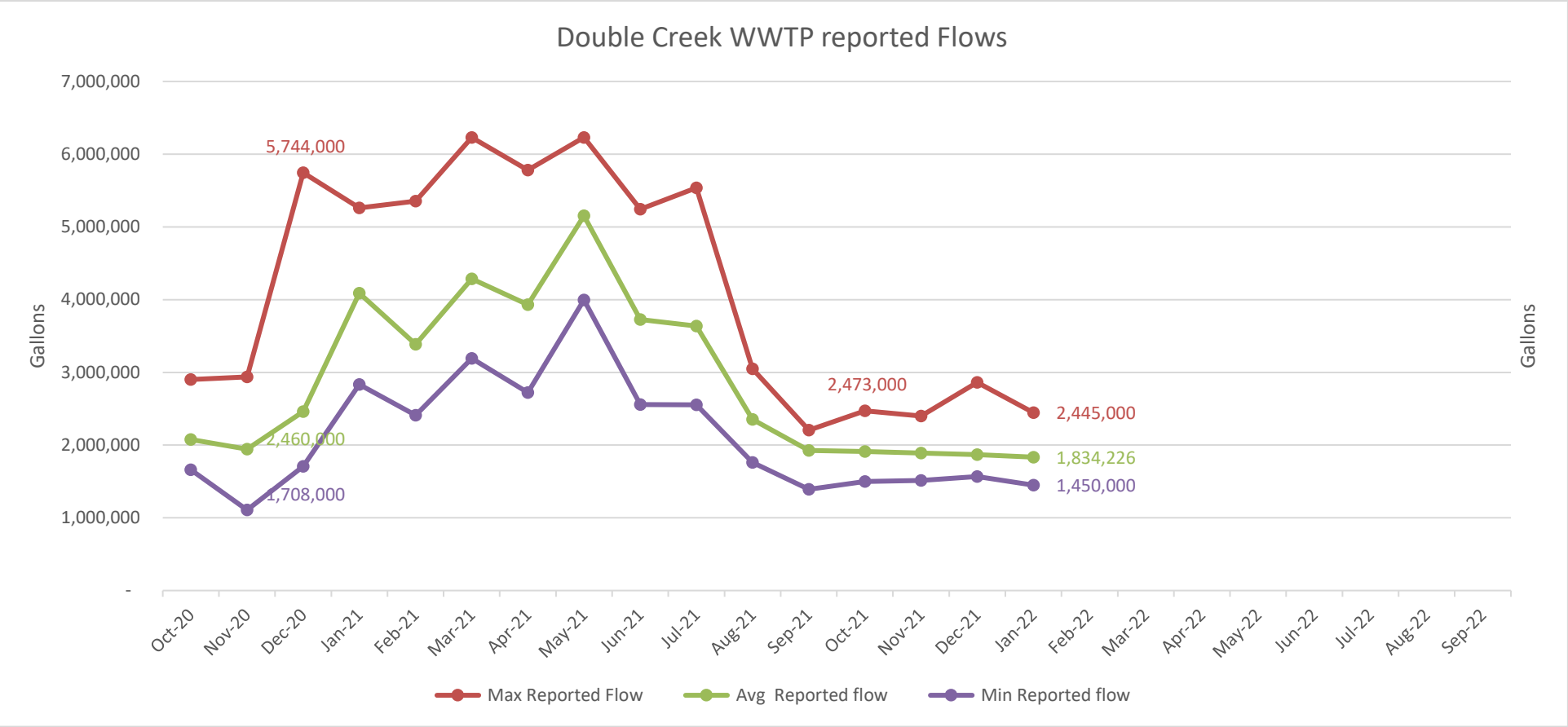
Combined Water and Sewer Grand Total Dollars

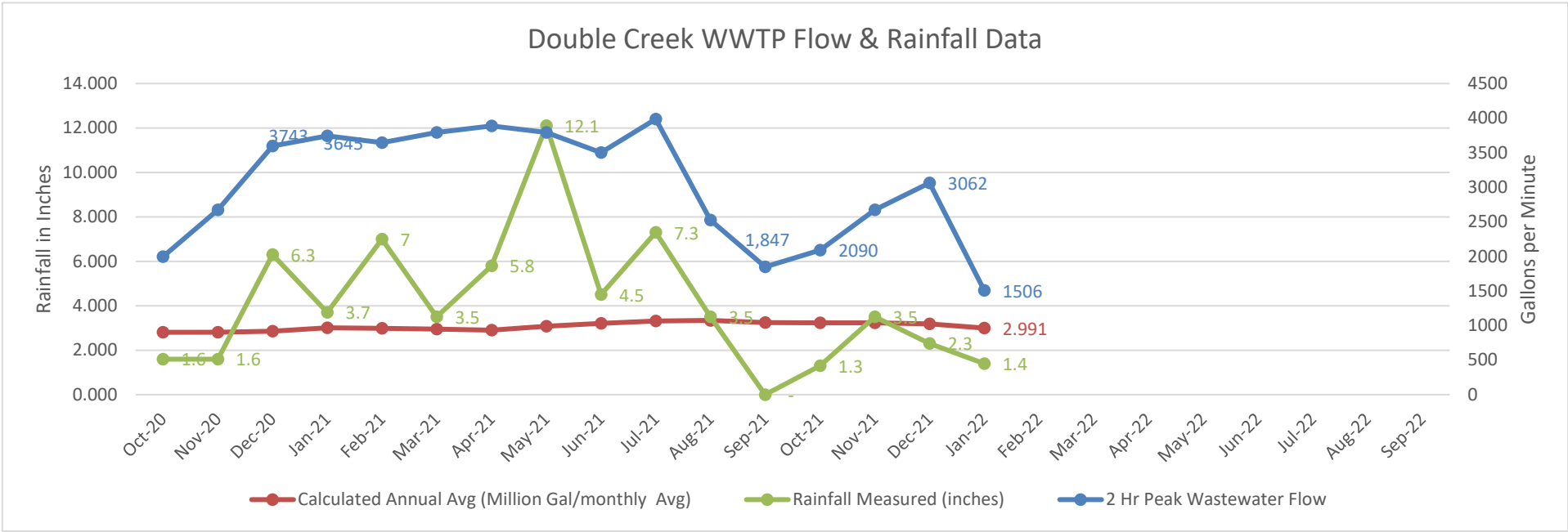


UB Revenue generated from Penalties Applied & Reconnection Fees



Wastewater:





** information from WasteWater Plant Daily Log Reports