THE CITY OF JACKSONVILLE

JACKSONVILLE CITY COUNCIL MEETING
JACKSONVILLE CITY HALL COUNCIL CHAMBERS
315 S. RAGSDALE
TUESDAY, APRIL 12, 2022
6:00 PM

*5:15 PM CLOSED EXECUTIVE SESSION CITY HALL EXECUTIVE CONFERENCE ROOM

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

1. **5:15 PM 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**
2. **CALL TO ORDER**
3. **INVOCATION**
4. **PLEDGE OF ALLEGIANCE US & TEXAS FLAGS**
5. **SPECIAL PRESENTATION –**
   - A. **EMPLOYER OF THE MONTH PRESENTED BY JEDCO PRESIDENT SHANE PACE - ZYKLUS HEAT TRANSFER, INC.**
   - B. **SESQUICENTENNIAL COMMITTEE PRESENTATION**
   - C. **READING OF A PROCLAMTION BY GOVERNOR ABBOTT DECLARING APRIL 10-16, 2022 AS PUBLIC SAFETY TELECOMMUNICATORS WEEK**
6. **CITIZEN PARTICIPATION**
7. **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. **MINUTE APPROVAL MARCH 8, 2022 REGULAR COUNCIL MEETING; APRIL 7, 2022 AGENDA WORKSHOP.**
   - B. **REAPPOINT JORGE ARAGON TO THE ACCESS BOARD OF TRUSTEES. MAYORAL APPOINTMENT**
   - C. **APPROVE THE INVESTMENT POLICY FOR THE CITY OF JACKSONVILLE**
   - D. **APPROVE THE STREET CLOSURE FOR THE ANNUAL TOMATO FEST**
8. **ANY ACTION OUT OF EXECUTIVE SESSION IF NECESSARY**
9. **DISCUSS AND CONSIDER WITH POSSIBLE ACTION AN ORDINANCE REGARDING ON-SITE SEWER FACILITIES**
10. **DISCUSS AND CONSIDER WITH POSSIBLE ACTION A RESOLUTION DELAYING THE CENTERPOINT GRIP RATE INCREASE 45 DAYS**
11. **DISCUSS AND CONSIDER WITH POSSIBLE ACTION A RESOLUTION APPROVING THE**

THE CITY OF JACKSONVILLE

APPLICATION FOR A TEXAS WATER DEVELOPMENT BOARD LOAN

12. **DISCUSS AND CONSIDER WITH POSSIBLE ACTION A GRANT CONCRACT WITH TCEQ FOR IMPROVMENTS TO LAKE ACKER**
13. **DISCUSS AND CONSIDER WITH POSSIBLE ACTION A PROFESSIONAL SERVICES CONTRACT WITH AUKLAND CONSULTING FOR DESIGN WORK AT LAKE ACKER**
14. **DISCUSS AND CONSIDER WITH POSSIBLE ACTION GRANTING ONCOR (6) EASEMENTS TO ASSIST IN THE WIDENING OF HWY 175**
15. **DISCUSS AND CONSIDER WITH POSSIBLE ACTION AWARDING THE BID ON WELL #1 REHAB**
16. **DISCUSS AND CONSIDER WITH POSSIBLE ACTION THE PURCHASE OF FIRE DEPARTMENT BUNKER GEAR FROM NAFECO VIA BUYBOARD CONTRACT 603-20 FOR AN AMOUNT NOT TO EXCEED $102,000**
17. **OPEN FORUM FOR MAYOR AND COUNCIL**
18. **DISCUSS AND CONSIDER WITH POSSIBLE ACTION ADOPTING AN ORGANIZATION "STRATEGY MAP"**
19. **CITY MANAGER REPORT**
20. **ADJOURN**

Posted this the 8th day of April 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.

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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 devises); 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:	4/12/2022	ITEM NUMBER:	7.A.
DEPARTMENT:	Council and Board	PREPARED BY:	Greg Lowe, City Secretary
INITIATED BY:	Greg Lowe, City Secretary	EXHIBITS:	March 8, 2022 Regular Council Meeting, April 7, 2022 Agenda Workshop

EXECUTIVE SUMMARY:

Minute approval for the March 8, 2022 regular council meeting and April 7, 2022 agenda workshop.

RECOMMENDED ACTION:

Appove the minutes

BID AND AWARD:

BUDGET DATA:

BUDGET JUSTIFICATION:

BACKGROUND:
POLICY/GOAL CONSIDERATION:
LEGAL:

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

Meeting Items

5:15 PM CLOSED EXECUTIVE SESSION CITY HALL CONFERENCE ROOM-PER OPEN MEETINGS ACT-PER TEXAS GOVERNMENT CODE SECTION:

551.071 CONSULT CITY ATTORNEY

551.072 REAL PROPERTY

551.074 PERSONNEL MATTERS

CALL TO ORDER	**Mayor Randy Goraham 6:03 PM** **Present: Mayor Randy Gorham, Mayor Pro tem Rob Gowin, Councilman Hubert Robinson, Councilman Tim McRae, Councilwoman Mindy Gellock**
INVOCATION	**Mr. John Atkinson of the People's Church gave the invocation.**
PLEDGE OF ALLEGIANCE US & TEXAS FLAGS	**Mayor Randy Gorham led everyone in the pledge**
SPECIAL PRESENTATIONS	
PRESENTATION OF BEST PRACTICES RECOGNITION PROGRAM CERTIFICATE TO THE POLICE DEPARTMENT	**Henderson Police Chief Chad Taylor presented several officers of the police department with the Best Practices Recognition certificate.**
NATIONAL NIGHT OUT AWARD PRESENTATION.	**This presentation was rescheduled.**
EMPLOYER OF THE MONTH PRESENTED BY SHANE PACE - STS RECYCLING	**JEDCO President Shane Pace presented Steve Norton of STS with the employer of the month award.**
CITIZEN PARTICIPATION	**Mr. John Taylor, of the Vanishing Texana Museum board, came forward to let everyone know the sesquicentennial book was ready and they would be taking ten dollar donations for them.** **Mr. Freddy Suarez came forward to speak about his mother being denied an itinerant vendor permit.** **Ms. Sherry Watson Brown came forward to voice concerns about mud and water at either end of Cherry St. as well as the condition of some of the properties in the neighborhood.**
PUBLIC HEARING **A) CONTINUATION OF 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.**	**Mayor Randy Gorham invited anyone wanting to speak regarding the special use permit to come forward. Ms. Mary Trujillo, the applicant, came forward to speak in favor of the special use permit. No one else came forward. Mayor Randy Gorham closed the hearing at 6:19 PM. Councilman Tim McRae made a motion to approve the special use permit. Second, by Mayor Pro tem Rob Gowin. All voted "Aye"**
PUBLIC HEARING **A) HEAR AND RECEIVE PUBLIC INPUT REGARDING A ZONE CHANGE REQUEST FROM "P" PLANNED DEVELOPMENT TO "C" MULTI FAMILY LOTS 10,11 & 12 BLK. 3276, 1000 BLK. OF COLLEGE AVE. B) CONSIDER AN ORDINANCE GRANTING THE REQUESTED ZONE CHANGE.**	**City Manager James Hubbard reviewed the request with the council. Mr. Hubbard explained the requested change to "C" multi family was approved 4-0 by the zoning board. Mr. Hubbard said that a change to "B", one and two family would probably be more appropriate for this neighborhood as it would allow for duplexes where "C" would allow for apartment-style quadplexes. Mayor Randy Gorham opened the hearing at 6:23 PM. No one came forward. Mayor Gorham closed the hearing at 6:23 PM. Councilman Tim McRae made a motion to approve a zone change to "B" one and two family. Second, by Mayor Pro tem Rob Gowin. Mayor Gorham then opened the matter for discussion. Mayor Pro tem Rob Gowin asked if the city had adequate infrastructure to handle three duplexes at this location. Community and public services director Randall Chandler said there was sufficient infrastructure in place. Mayor Gorham said changing to "B" instead of "C" would maintain the integrity of the neighborhood. All voted "Aye"**

A) PRESENTATION BY PATILLO, BROWN AND HILL REGARDING THE 2020-2021 AUDIT. B) CONSIDERATION AND POSSIBLE ACTION REGARDING THE FINDINGS OF THE AUDIT.	**Mr. Kent Willis with Patillo, Hill and Brown reviewed the audit with the council. Mr. Willis said they had issued a "unmodified" or "clean" opinion in the audit and this is the highest opinion possible. Mr. Willis told the council the fund balance had been increased by $950,000. Mayor Pro tem Rob Gowin made a motion to accept the findings of the audit. Second, by Councilman Tim McRae. 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 accept the consent agenda. Second, by Councilman Hubert Robinson. All voted "Aye"**
APPROVE MINUTES FEBRUARY 8, 2022 REGULAR COUNCIL MEETING; FEBRUARY 24, 2022 STRATEGIC VISIONING MEETING; MARCH 3, 2022 AGENDA WORKSHOP.	
APPROVE A PROPERTY TAX REFUND OF $3,955.55 TO MRP JACKSONVILLE TX LLC.	
AUTHORIZATION OF NEW BANK ACCOUNT FOR 2022 TAX NOTE PROCEEDS AND DESIGNATION OF AUTHORIZED SIGNERS.	
APPROVE THE APPOINTMENT OF ELECTION WORKERS FOR THE MAY 7, 2022 MUNICIPAL ELECTION	
PRESENTATION BY HILLTOP SECURITIES REGARDING THE SALE OF TAX NOTES. CONSIDERATION OF ORDINANCE NO. 1615: 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	**City Manager James Hubbard reviewed the terms of the tax notes and said these funds are for the purchase and remodel of the event center. Mayor Pro tem Rob Gowin made a motion approving the ordinance to sell the tax notes. Second, by Councilman Tim McRae. All voted "Aye"**
ANY ACTION OUT OF EXECUTIVE SESSION IF NECESSARY	**This item was moved to the end of the meeting in order to allow council to recess into executive session again.** **Councilwoman Mindy Gellock made a motion to change the city attorney's status from out of house counsel to in-house counsel. Second, by Mayor Pro tem Rob Gowin. All voted "Aye"**
CONSIDERATION OF AN ORDINANCE MODIFYING CHAPTER 12 ARTICLE IV OF THE CODE OF ORDINANCES REGULATING ITINERANT VENDORS.	**City Manager James Hubbard reviewed the ordinance and the changes with the council. Mr. Hubbard said the biggest change is that no vendors are allowed to set up on property within 300 feet of any state-maintained right of way. Councilman Tim Mcrae made a motion to approve the ordinance. Second, by Councilman Hubert Robinson. All voted "Aye"**
CONSIDERATION OF AN ORDINANCE MODIFYING THE CODE OF ORDINANCES AND REGULATING FOOD TRUCKS/TRAILERS AND FOOD TRUCK COURTS.	**City Manager James Hubbard reviewed the ordinance, exemptions and definitions with the council. Mr. Hubbard said there will now be a "food truck court" operating under a special use permit, a food truck permit and an operation site permit. Mr. Hubbard stated the two existing food truck courts would continue to operate under their existing special use permit. Mr. Hubbard said food trucks with current permits will be allowed 120 days to come into compliance with this ordinance. New food trucks will be regulated by the ordinance immediately. Councilwoman Mindy Gellock made a motion to approve the ordinance. Second, by Councilman Hubert Robinson. All voted "Aye"**
CONSIDER WITH POSSIBLE ACTION AN ORDINANCE AMENDING APPENDIX A-ZONING, ART. I-GENERAL PROVISIONS, SEC. 4-DEFINITIONS OF THE CODE OF ORDINANCES OF THE CITY OF JACKSONVILLE, TEXAS TO REMOVE THE DEFINITIONS OF MOBILE FOOD PARK AND MOBILE FOOD VENDOR	**City Manager James Hubbard told council this ordinance is necessary housekeeping due to the previous ordinances that were just passed. Mayor Pro tem Rob Gowin made a motion to approve the ordinance. Second, by Councilman Tim McRae. All voted "Aye"**

CONSIDERATION WITH POSSIBLE ACTION THE REMOVAL OF THE OLD CONCESSION STAND AND POLICE ANNEX BUILDING AT THE CONCESSION AREA IN PREPARATION FOR THE BOATING ACCESS GRANT.	**City Manager James Hubbard told council the removal of the buildings is in preparation for the work that will be done with the boating access grant. Mayor Randy Gorham made a motion to approve the demolition of the buildings. Second, by Councilman Tim McRae. All voted "Aye"**
CONSIDERATION WITH POSSIBLE ACTION AN AMENDMENT TO THE JEDCO BUDGET.	**JEDCO President Shane Pace came forward and told the council this budget amendment is to adjust the budget to account for the funding for the downtown sidewalk grant match. Councilman Tim McRae made a motion to approve the amendment. Second, by Councilwoman Mindy Gellock. All voted "Aye"**
CONSIDERATION WITH POSSIBLE ACTION APPROVING THE PURCHASE OF LAPTOPS AND PRINTERS FOR POLICE VEHICLES IN THE AMOUNT OF $130,094 USING AMERICAN RELIEF ACT FUNDS.	**City Manager James Hubbard told council the police department is requesting the purchase of new "Toughbook" laptops to replace the Ipads now currently in use. Mr. Hubbard said this purchase will allow officers to stay on the streets longer and not have to go back to the public safety complex and fill out their reports. Mayor Pro tem Rob Gowin made a motion to approve the purchase. Second, by Councilman Hubert Robinson. All voted "Aye"**
CONSIDERATION WITH POSSIBLE ACTION APPROVING THE PURCHASE OF TWO ADDITIONAL POLICE TAHOES	**City Manager James Hubbard told council the police department has requested to purchase two more tahoes that have become available. Mr.Hubbard said funding would be from the American Rescue Plan - Corona Virus State and Local Fiscal Recovery Funds. Mayor Randy Gorham pointed out the difficulty of locating vehicles in the current environment. Councilman Tim McRae made a motion to approve the purchase. Second, by Mayor Pro tem Rob Gowin. All voted "Aye"**
CONSIDERATION WITH POSSIBLE ACTION AWARDING THE BID FOR THE RFP FOR THE WATER TREATMENT CHEMICALS ANNUAL SUPPLY CONTRACT.	**City Manager James Hubbard told council this RFP was for the chemicals at our water and wastewater treatment plants. Only one complete bid was received. It was Brenntag, a vendor we have used before. Mayor Pro tem Rob Gowin made a motion to award the bid to Brenntag. Second, by Councilwoman Mindy Gellock. All voted "Aye"**
CONSIDERATION WITH POSSIBLE ACTION AN INTERLOCAL AGREEMENT WITH THE CITY OF BULLARD TEXAS TO ALLOW THE CITY OF JACKSONVILLE TO ACT AS THEIR PURCHASING AGENT.	**City Manager James Hubbard told council this agreement will allow Bullard to purchase products Jacksonville has already received bids on if the vendor is willing to provide Bullard with the same price. Councilman Tim McRae abstained from the vote as the initial purchase under this agreement will be Ford F250 trucks from his dealership. Mayor Pro tem Rob Gowin made a motion to approve the agreement pending review by City Attorney Brett Brewer. Second, by Councilman Hubert Robinson. All voted "Aye". 4-0**
CONSIDERATION WITH POSSIBLE ACTION A REQUEST BY THE FRED DOUGLAS ALUMNI ASSOCIATION TO CLOSE COMMERCE STREET FROM S. BONNER TO AUSTIN ST. AUSTIN STREET FROM E. RUSK TO WILSON AND WILSON ST. FROM AUSTIN TO S. BONNER FOR THEIR 100 YEAR CELEBRATION PARADE ON JULY 30, 2022 BEGINNING AT 8AM.	**City Manager James Hubbard told council this request was for a parade and he thinks it will take them about 60-90 minutes to complete the route. Councilman Tim McRae made a motion to approve the street closure. Second, by Councilman Hubert Robinson. All voted "Aye"**
OPEN FORUM FOR MAYOR AND COUNCIL	**Mayor Gorham commented on how much fun and how much he has learned at the citizen's police academy. Mayor Gorham said it has been a fantastic experience and he respects what police officers do. Mayor Pro tem Rob Gowin presented a newly colored city logo showing solidarity with the people of Ukraine.**
CITY MANAGER REPORT	**City Manager James Hubbard thanked council for their efforts at the visioning session. Mr. Hubbard commended the police and fire departments for their efforts conducting the grand opening ceremony for the public safety complex. Mr. Hubbard also recognized the efforts of the sesquicentennial committee.** **Recess back into executive session 7:07 pm.**
ADJOURN	**7:56 pm** **Action out of executive session is reflected previously in these minutes.**

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Randy Gorham, Mayor
City of Jacksonville

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Greg Lowe, City Secretary

JACKSONVILLE CITY COUNCIL MEETING
THURSDAY, APRIL 7, 2022
JACKSONVILLE CITY HALL EXECUTIVE CONFERENCE ROOM
315 S. RAGSDALE
12:00 PM

Meeting Items

CALL TO ORDER	**Mayor Randy Gorham 12:00 PM** **Present: Mayor Randy Gorham, Councilman Tim McRae, Councilwoman Mindy Gellock** **Absent: Mayor Pro tem Rob Gowin, Councilman Hubert Robinson**
INVOCATION	**Mayor Randy Gorham**
CITIZEN PARTICIPATION	**Mrs. Helen Keller informed the council that the pergola at Bolton Park is complete.**
UPDATE ON SIGN ORDINANCE	**City Manager James Hubbard updated the council on the feedback from some business owners in regard to the new sign ordinance. Some businesses in town are refusing to comply with the ordinance and staff is looking for direction from the council as to how hard they want enforcement pushed. Police Chief Joe Williams told council the next step is to write a citation and if that is not paid or a court date set, a warrant for their arrest would follow. After a long discussion, council instructed staff to form a committee of business owners to study the ordinance and see what changes they wanted to see. In the mean time, they instructed Chief Williams to give the non-compliant businesses 10 days to take down the non-compliant signs.**
UPDATE ON BOATING ACCESS GRANT AND BUCKNER PARK GRANT - SCHAUMBURG AND POLK	**Mr. Anthony Eaton with Schauburg and Polk presented the council with the proposed demo plan, proposed site plan and elevations of the proposed restroom facility. No action was taken.**
REVIEW AND DISCUSS AGENDA FOR REGULAR COUNCIL MEETING 12TH DAY OF APRIL, 2022(SEE ATTACHED PROPOSED AGENDA) NO ACTION TO BE TAKEN – ITEMS MAY BE REMOVED OR ADDED TO THE PROPOSED AGENDA BY CITY COUNCIL, CITY MANAGER, CITY ATTORNEY OR CITY SECRETARY AS NEEDED ANY TIME PRIOR TO THE OFFICIAL POSTING OF MEETING AGENDA	**City Manager James Hubbard reviewed the agenda with council. No action was taken on any items.**
CONSIDER RATIFYING THE CONVEYANCE DOCUMENTS INCLUDING THE DEED AND THE CONVEYANCE AGREEMENT SIGNED BY THE MAYOR ON BEHALF OF THE CITY OF JACKSONVILLE TRANSFERRING THE PROPERTY KNOWN AS 307 E. COMMERCE STREET, JACKSONVILLE, TEXAS TO JACKSONVILLE ECONOMIC DEVELOPMENT CORPORATION, FINDING THE CONVEYANCE TO AND USE OF THE PROPERTY BY JACKSONVILLE ECONOMIC DEVELOPMENT CORPORATION (JEDCO) TO THE JACKSONVILLE CHAMBER OF COMMERCE AND JACKSONVILLE LEADERSHIP & EDUCATION ADVANCEMENT & DEVELOPMENT (JLEAD) WILL PRIMARILY PROMOTE A PUBLIC PURPOSE OF THE CITY OF JACKSONVILLE AND ACCEPTING THE NET PROCEEDS OF THE CONVEYANCE REMITTED BY JEDCO TO THE CITY.	**City Manager James Hubbard told council this was just a housekeeping motion to assure the sale of the old municipal court was done appropriately. Councilman Tim McRae made a motion to ratify the sale of the old municipal court as well as all conveyance documents. Second, by councilwoman Mindy Gellock. All voted "Aye". 3-0**
DISCUSSION REGARDING MODIFYING UTILTY LATE FEE CHARGES	**Finance Director Roxanna Briley reviewed the current late fee schedule and process with council. She said it has resulted in larger charge offs due to the fact a customer can receive five bills without paying prior to having their service cut off. Mrs. Briley requested a new ordinance be considered modifying the late fee schedule. No action was taken.**
DISCUSSION ON CITY FLEET VEHICLE PROGRAM	**City Manager James Hubbard told council that with the purchase of the three new tahoes for the police department, the city could possibly not take delivery of eight of the vehicles we have ordered. Councilman Tim McRae stated that due to the state of the auto industry right now, he is**

advising us to take delivery. Mr. McRae said if a vehicle gets totaled he would not be able to replace it. He said the micro chip shortage has only gotten worse. Mr. McRae also said that the city is probably going to have to keep the trucks for longer than a year this time. The council instructed staff to go ahead and take delivery of all the vehicles.

PRESENTATION OF STRATEGY MAP

City Manager James Hubbard presented the council with an organizational strategy map he developed with the report from the visioning session. Mr. Hubbard told council he would like this to serve as a guide for staff and council decision making moving forward. Mr. Hubbard requested the council review the map and provide input on any changes they would like to see. No action was taken.

QUESTIONS, COMMENTS, DISCUSSION

City Manager James Hubbard reminded everyone to support our downtown businesses during the sidewalk project.

ADJOURN

1:49 PM

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Randy Gorham, Mayor
City of Jacksonville

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Greg Lowe, City Secretary

Jacksonville City Council

AGENDA ITEM REPORT

AGENDA DATE:	4/12/2022	ITEM NUMBER:	7.B.
DEPARTMENT:	Administration	PREPARED BY:	Greg Lowe, City Secretary
INITIATED BY:	Greg Lowe, City Secretary	EXHIBITS:	

EXECUTIVE SUMMARY:

Mr. Ted Debbs, Executive Director of Access, requested Mr. Jorge Aragon be re-appointed to the ACCESS board. This is a Mayoral appointment and is a two year term.

RECOMMENDED ACTION:

Re-appoint Mr. Jorge Aragon to the access board.

BID AND AWARD:

BUDGET DATA:

BUDGET JUSTIFICATION:

BACKGROUND:
POLICY/GOAL CONSIDERATION:
LEGAL:

Jacksonville City Council

AGENDA ITEM REPORT

AGENDA DATE:	4/12/2022	ITEM NUMBER:	7.C.
DEPARTMENT:	Administration	PREPARED BY:	Roxanna Briley, Finance Director
INITIATED BY:	Roxanna Briley, Finance Director	EXHIBITS:	Policy- Investment, Resolution adopting Investment Policy

EXECUTIVE SUMMARY:

In accordance with the Public Funds Investment Act (PFIA) Chapter 2256, Texas Government Code, and the City of Jacksonville Investment Policy, the policy shall be reviewed annually and adopted by resolution of the City Council. The purpose of the policy is to set forth the specific investment and strategy guidelines for the City of Jacksonville. All investment activity shall be consistent with Texas law as defined in Government Code 10, Chapter 2256, known as the Public Funds Investment Act (the Act), and local law.

RECOMMENDED ACTION:

City Council review and adopt, by resolution, the City of Jacksonville Investment Policy.

BID AND AWARD:

BUDGET DATA:

BUDGET JUSTIFICATION:

BACKGROUND:
The City is required under the Public Funds Investment Act, Section 5, to adopt a formal written Investment Policy regarding the investment of its funds and all other funds under its control. The policy is to be adopted annually to meet the requirements of the Act. The investment policy addresses the methods, procedures, and practices that must be exercised to ensure the effective and judicious management of the City’s funds.
POLICY/GOAL CONSIDERATION:
It is the policy of the City of Jacksonville that all funds shall be managed and invested with four primary objectives, listed in order of their priority: safety, liquidity, diversification, and yield expressed as optimization of investment income. The safety of the principal invested always remains the primary objective. All investments shall be designed and managed in a manner responsive to the public trust and consistent with state and local law.
LEGAL:
All investment activity shall be consistent with Texas law as defined in Government Code 10, Chapter 2256, known as the Public Funds Investment Act (the Act), and local law.

City of Jacksonville, Texas
Investment policy

PREFACE

"A public office is a public trust."

Charles Sumner, 1872

If a public office is a public trust, then the trust must be administered properly. Public funds are acquired by governments largely through involuntary payments, particularly through taxation. In a modern democratic society, public officials are obligated to manage these funds in a disciplined manner.

In most cases, laws govern the investment process. Laws alone however cannot compel public officials to a series of actions that assure the public's best interests. The actions of public officials responsible for investing public funds must be guided by knowledge, skills, systems, policies, procedures and confidence that can be described only as professional discipline.

It is the policy of the City of Jacksonville that, giving due regard to safety and risk of investments, all available funds shall be invested in conformance with these legal and administrative guidelines, and, to the maximum extent possible, at the highest rates obtainable at the time of the investment.

Effective cash management is recognized as essential to good fiscal management. An aggressive cash management and investment policy will be pursued to take advantage of investment interest as viable and material revenue to all operating and capital funds. Investment income will be used in a manner that will best serve the interest of the City of Jacksonville.

The city's portfolio shall be designed and managed in a manner responsive to the public trust and consistent with state and local law.

Contents

PURPOSE AND OBJECTIVES

Purpose

The purpose of this document is to set forth the specific investment policy and strategy guidelines for the City of Jacksonville. All investment activity shall be consistent with Texas law as defined in Government Code 10, Chapter 2256, known as the Public Funds Investment Act (the Act), and local law.

The City is required under the Act, Section 5, to adopt a formal written Investment Policy regarding the investment of its funds and funds under its control. This policy is to be adopted annually to meet the requirements of the Act. The Investment Policy addresses the methods, procedures, and practices that must be exercised to ensure the effective and judicious management of the city's funds.

Objectives

It is the policy of the City of Jacksonville that all funds shall be managed and invested with four primary objectives, listed in order of their priority: safety, liquidity, diversification, and yield, expressed as optimization of investment income. The safety of the principal invested always remains the primary objective. All investments shall be designed and managed in a manner responsive to the public trust and consistent with state and local law.

An aggressive cash management program and investment policy will be pursued by the Investment Officer to take advantage of investment interest as viable and material revenue to all operating and capital funds. Cash management is defined as the process of managing monies in order to ensure maximum cash availability and maximum investment income on short-term investments of idle cash. The city's portfolio shall be designed and managed in a manner responsive to the public trust. Income from investments will be used in a manner that will best serve the interests of the City of Jacksonville.

Safety

Safety of invested principal is the foremost objective of the investment program. Investments shall be undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio. The objective will be to mitigate credit and interest rate risk.

- **Credit Risk and Concentration of Credit Risk**- The City will minimize credit risk, the risk of loss due to the failure of the issuer or backer of the investment, and concentration of credit risk, the risk of loss attributed to the magnitude of investment in a single issuer, by:
    - Limiting investments to the safest types of investments,
    - Pre-qualifying the financial institutions and broker/dealers with which the City will do business, and
    - Diversifying the investment portfolio to minimize potential losses on individual issuers.

- **Interest Rate Risk**- The City will manage the risk that the investment income and the market value of investments in the portfolio will fall due to changes in the general interest rates by:
    - Structuring the investment portfolio so that investments mature to meet cash requirements for ongoing operations. From time to time, securities may be purchased at a premium or traded for other securities to improve yield, maturity or credit risk. For these transactions, a loss may be incurred for accounting purposes to achieve optimal

investment return, provided any of the following occurs with respect to the replacement security:
    - The yield has been increased, or
    - The maturity has been reduced or lengthened, or
    - The quality of the investment has been improved.
- Investing operating funds primarily in certificates of deposit, shorter- term securities, money market mutual funds, or local government investment pools functioning as money market mutual funds,
- Diversifying maturities and staggering purchase dates to minimize the impact of market movements over time, and
- Limiting the maximum weighted average maturity of the investment portfolio to 3 years.

Liquidity

The investment portfolio shall remain sufficiently liquid to meet all operating requirements that may be reasonably anticipated. This is accomplished by structuring the portfolio so that investments mature concurrent with cash needs to meet anticipated demands. Because all possible cash demands cannot be anticipated, a portion of the portfolio will be invested in shares of money market mutual funds or local government investment pools that offer same-day liquidity.

Public Trust

All participants in the city's investment process shall seek to act responsibly as custodians of the public trust. Investment officers shall avoid any transaction that might impair public trust in the city's ability to govern effectively.

Yield (Optimization of Investment Income)

The investment portfolio shall be designed with the objective of attaining a market rate of return throughout budgetary and economic cycles, taking into account the investment risk constraints and liquidity needs. Return on investment is of secondary importance compared to the safety and liquidity objectives described above.

SCOPE

This investment policy applies to all financial assets of the city and any new funds created unless specifically exempted by the City Council and this Policy.

The city will consolidate cash balances from all funds with the exception of bond proceeds to optimize investment income. Investment income will be allocated to the various funds based on their respective participation and in accordance with generally accepted accounting principles.

RESPONSIBILITY AND CONTROL

Delegation of Authority

This Investment Policy and the outlining of investment practices and authorities is compiled in accordance with the Act, which requires the adoption of rules governing investment policies and strategies and the designation of an Investment Officer. Collateral requirements are created in accordance with the Public Funds Collateral Act (Texas Government Code 10, Chapter 2257).

Ultimate responsibility and authority for all investment transactions and cash management reside with the City Manager and the Finance Director. The Finance Director is also responsible for considering the quality and capability of staff to be involved in investment management and procedures. The Finance Director may delegate responsibility for the day-to-day investment activities to other qualified staff members. These staff members will be termed Investment Officers of the city. The Finance Director will be designated the Primary Investment Officer to conduct daily investment activity and prepare required investment reports. Investment Officers will not conduct any investment or banking activities involving city funds until a resolution or ordinance giving them authority to do so has been approved by the City Council. All participants in the investment process shall seek to act responsibly as custodians of public trust.

Quality and Capability of Investment Management

The city shall provide periodic training in investments for the designated Investment Officers and other investment personnel through courses and seminars offered by professional organizations, associations, and other independent sources in order to ensure the quality and capability of investment management in compliance with the Act.

Training Requirements

The Act requires Investment Officers of the city to complete training on topics pertaining to the Act. Initial training of 10 hours is required within the first 12 months in the position. Renewal training (every 2 years) of 8 hours is subsequently required. The 2-year training period is based upon the city's fiscal year. There is an exception to the training requirement if the city holds no investments outside of Interest-Bearing Accts and local CDs. This exemption from renewal training is at the discretion of the city and its' local auditor. The training shall be provided by an independent source. For purposes of this policy, an "independent source" from which investment training shall be obtained shall include: a professional organization, an institution of higher education, or any other sponsor certified to provide such training.

Management and Internal Controls

The Finance Director is responsible for establishing and maintaining an internal control structure designed to ensure the city's assets are protected from loss, theft, or misuse. The internal control structure shall be designed to provide reasonable assurance that these objectives are met. The concept of reasonable assurance recognizes that (1) the cost of a control should not exceed the benefits likely to be derived; and (2) the valuation of costs and benefits requires estimates and judgments by management.

Accordingly, the Finance Director shall establish a process for annual independent review by an external auditor to assure compliance with policies and procedures. The internal controls shall address the following points:

- Minimize risk of collusion.
- Separation of transactions authority from accounting and record keeping.
- Custodial safekeeping.
- Avoidance of physical delivery securities.
- Clear delegation of authority to subordinate staff members.
- Written confirmation for telephone (voice) transactions for investments and wire transfers.

- Development of a wire transfer agreement with the depository bank or third-party custodian.

Prudence

The standard of prudence to be applied by the Investment Officer shall be the "prudent investor" rule, which states: "Investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion, and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of capital as well as the probable income to be derived." It should be noted that, in a diversified portfolio, occasional losses are inevitable and must be considered within the context of the overall portfolio's return.

In determining whether an Investment Officer has exercised prudence with respect to an investment decision, the determination shall take into consideration the investment of all funds, or funds under the city's control, over which the Investment Officer had responsibility rather than a consideration as to the prudence of a single investment, and whether the investment decision was consistent with the written investment policy of the city.

Indemnification

The Investment Officer, acting in accordance with written procedures and exercising due diligence, shall not be held personally responsible for a specific security's credit risk or market price changes, provided that these deviations are reported in a timely manner and appropriate action is taken to control the effects of such adverse developments.

The city shall provide for the defense and indemnification of any Investment Officer who is made party to any suit or proceeding, other than by actions of the city, or against whom a claim is asserted by reasons of their actions taken within the scope of their service as Investment Officers. Such indemnity shall extend to judgments, fines, and amounts paid in settlement of any such claim, suit or proceeding, including any appeal thereof. This protection shall extend only to Officers who have acted in good faith and in a manner which they reasonably believe to be in, or not opposed to, the best interests of the city.

Ethics and Conflicts of Interest

City staff involved in the investment process shall refrain from personal business activity that could conflict with proper execution of the investment program, or which could impair the ability to make impartial investment decisions. City staff should disclose to the City Manager any material personal financial investments in financial institutions that conduct business with the city and they shall further disclose positions that could be related to the performance of the city's portfolio. City staff shall subordinate their personal financial transactions to those of the city, particularly with regard to the timing of purchases and sales.

An Investment Officer of the city who has a personal business relationship, as defined by the Public Funds Investment Act of 1997, Section 2256.005 (i), with an organization seeking to sell an investment to the City shall file a statement disclosing that personal business interest. An Investment Officer who is related within the second degree of affinity or consanguinity to an individual seeking to sell an investment to the city shall file a statement disclosing that relationship. A disclosure statement required under this section must be filed with the Texas Ethics Commission and the City Council.

SUITABLE AND AUTHORIZED INVESTMENTS

The city's portfolio investment strategy seeks to match investment maturities with cash flow requirements for the portion of the portfolio where maturity dates can be matched with cash flow requirements and investments are able to be purchased with the intention of being held until maturity. However, investments may be liquidated prior to maturity for the following reasons:

- An investment with declining credit may be liquidated early to minimize loss of Principal.
- Cash flow needs of the city require that the investment be liquidated.
- An investment can be liquidated prior to maturity in the event that the gain and, or, overall benefit from selling and reinvesting the security is greater than the benefit that would be realized if the security continued to be held to maturity. This will occur primarily in the core portion of the city's portfolio that is available for longer term investment.

City funds governed by this policy may be invested in the instruments described below, all of which are authorized by the Act. Investments of city funds in any instrument or security not authorized for investment under the Act is strictly prohibited.

The city will not be required to liquidate an investment that becomes unauthorized, for reasons other than loss of rating, subsequent to its purchase. All prudent measures will be taken to liquidate an investment that is downgraded to less than the required minimum rating.

Authorized Investments

1. Obligations of the United States, its agencies, and instrumentalities

2. Direct Obligations of the State of Texas or its agencies

3. Collateralized Mortgage Obligations ("CMOs") directly issued by a federal agency or instrumentality of the United States, the underlying security for which is guaranteed by an agency or instrumentality of the United States

4. Other obligations, the principal and interest of which are unconditionally guaranteed or insured by, backed by the full faith and credit of, this state or the United States or their respective agencies and instrumentalities, including obligations that are fully guaranteed or insured by the Federal Deposit Insurance Corporation or by the explicit full faith and credit of the United States

5. Obligations of states, agencies, counties, cities, and other political subdivisions of any state rated as to investment quality of not less than A or its equivalent by a nationally recognized investment rating firm

6. Certificates of deposit issued by a depository institution as permitted by Texas Public Funds Investment Act section 2256.010. Certificates of deposit must be guaranteed or insured by either the Federal Deposit Insurance Corporation or its successor, and secured by obligations in a manner and amount as provided by law or the National Credit Union Administration or its successor, and secured by obligations in a manner and amount as provided by law

7. Fully Collateralized Repurchase Agreements that are structured in compliance with the Act. A flexible repurchase agreement can be utilized for the investment of bond proceeds to meet projected cash outflows. Repurchase agreements must be: secured by a combination of cash and obligations of the United States or its agencies and instrumentalities; pledged to the city or held in the city's name; deposited at the same time the investment is made; and have a defined termination date. Flexible repurchase agreements (Flex-Repos) must be purchased through a primary government securities dealer, as defined by the Federal Reserve, or financial institutions doing business in this state. Flex-Repos may be utilized on new bond issues as deemed necessary and advantageous to the city. Repurchase Agreements will only be executed with counterparties that have signed a TBMA Tri-Party Repurchase Agreement with the city.

8. Commercial Paper

    a. Commercial Paper is an authorized investment of this policy if the commercial paper:
        i. Has a stated maturity of 270 days or fewer from the date of issuance; and
        ii. Is rated not less than A-1 or P-1 or an equivalent by at least:
            1. Two nationally recognized credit rating agencies; or
            2. One nationally recognized credit rating agency and is fully secured by an irrevocable letter of credit issued by a bank organized and existing under the laws of the United States or any state.

9. Mutual Funds
    a. No-load Money Market Mutual Funds are acceptable investments provided they are registered and regulated by the Securities and Exchange Commission, have a dollar-weighted average stated maturity of 90 days or less, and provide the city with a prospectus and other information required by the Securities Exchange Act of 1934 or the Investment Company Act of 1940.
    b. No-load Mutual Funds are acceptable investments provided they are regulated by the Securities and Exchange Commission, have an average weighted maturity of less than two years, are invested exclusively in obligations as expressed in Section 2256, subchapter A, are continuously rated not less than AAA or its equivalent by at least one nationally recognized credit rating agency, and conform to all requirements under the Act relating to the eligibility of investment pools to receive and invest funds of investing entities.

10. Investment Pools
    a. Investment pools must provide the Investment Officer with an offering circular or other similar disclosure instrument that contains specific and detailed information required by the Act. Additionally, the pool shall provide transaction confirmations, detailed monthly transaction summaries, and monthly performance reports to the Investment Officer. The specific requirements for authorized investment pools are detailed in the Public Funds Investment Act, Subchapter A, Section 2256.016. Authorized pools must maintain credit ratings no lower than AAA or AAAm or an equivalent rating by at least one nationally recognized rating service. An investment pool shall invest the funds it

received from entities in authorized investments permitted by the Act. An investment pool created to operate as a money market mutual fund must maintain a maximum weighted average maturity not to exceed 90 days and maintain a net asset value of $1 per share with the market value per share between .995 and 1.005. Any investment pool that does not meet the requirements of one that is created to function as a money market mutual fund must maintain a maximum average dollar weighted maturity that does not exceed 365 days (or 366 days in the case of leap year) and must provide a fixed interest rate and a fixed maturity term for each pool position.

b. In order to participate in an investment pool, the City Council must approve by resolution or ordinance a Participation Agreement or Inter-local Agreement to be executed with the State or Inter-local authority responsible for the investment pool. This agreement will specify the City's authorized representatives and the standard delivery instructions for fund transfers and information reports.

Unauthorized Investments

The following investment instruments are specifically not authorized:

1. Obligations whose payment represents the coupon payments on the outstanding principal balance of the underlying mortgage-backed security collateral and pays no principal (Collateralized Mortgage Obligations (CMO) - derived Interest Only Strips),

2. Obligations whose payment represent the principal stream of cash flow from the underlying mortgage-backed security collateral and bears no interest (CMO-derived Principal Only Strips),

3. Collateralized Mortgage Obligations that have a stated final maturity date of greater than ten (10) years,

4. Collateralized Mortgage Obligations whose interest rates are determined by an index that adjusts opposite to the changes in a market index (Inverse Floaters),

5. Certificates of Deposit and other investments issued by Savings and Loans, and

6. Guaranteed Investment Contracts.

INVESTMENT PARAMETERS

Diversification

Diversification of funds and investments must be accompanied by competitive bidding of all investments to assure diversification among securities dealers. Diversification is necessary to reduce the portfolio's credit and market risks, while helping the portfolio attain a market rate of return. The city shall seek to conduct its investment transactions with several competing, reputable investment security dealers and brokers to protect principal while optimizing interest opportunities. To assure diversification of financial institutions, business involving two party transactions (i.e., repurchase agreements) with any one investment broker should be limited to thirty percent (30%) of the par value of the total portfolio for any reporting period. In this way, a bankruptcy, receivership, or legal action would not immobilize the city's ability to meet payroll, operating, or other expenses.

It is the policy of the city to diversify its investment portfolio so that reliance on any one issuer or broker will not place an undue financial burden on the city.

Investment Type

Depositories for Municipal Funds (Chapter 105, Local Government Code), the Act (Chapter 10, Government Code), authorize depositories and define allowable investment programs for municipal governments.

It is the policy of the city to purchase only securities authorized by both the Act and the city's investment policy. Market risk shall be minimized by diversification of investment types. The following limits, by instrument, are established for the city's total portfolio:

- Repurchase Agreements 50%
- Certificates of Deposit 30%
- U.S. Treasury Notes/Bonds/Bills 100%
- U.S. Agencies and Instrumentalities 75%
- Commercial paper 10%
- State and Local Bonds and Notes 20%
- Money Market Mutual Funds 80%
- Mutual Funds 15%
- Investment Pools 100%

The maximum maturity of any given investment in the portfolio shall not exceed a final, stated maturity of 5 years from the date of purchase and overall portfolio weighted average maturity is not to exceed 3 years.

Reductions in the size of the portfolio due to cash outflows may cause an investment type to exceed the maximum percentage allowed for that investment type. In such situations, securities will be sold to reduce the percentage to allowable levels only if no loss will be realized from the sale. If a loss will be realized, then the investment may be held to maturity.

To allow for efficient and effective placement, a singular repurchase agreement can be utilized for the investment of bond proceeds, which exceeds the 50% limitation.

INVESTMENT PROCEDURES

The city's portfolio shall be designed with the objective of obtaining a rate of return through budgetary and economic cycles, commensurate with the investment risk constraints and the cash flow requirements. The risk-return relationship will be controlled through the investment parameters, operating requirements, and guiding policies of the City Council. Market value of all securities owned will be compared to current book value of those securities to determine portfolio performance on a quarterly basis. Safety of principal is the foremost objective of this investment policy.

The city will practice competitive bidding when purchasing all investments to guarantee the highest rate of return for the desired maturity date. The right is reserved to reject the most financially favorable bid if it is potentially disruptive to the investment strategy or portfolio composition of the city.

Approval of Broker/Dealers

It is the policy of the city to purchase securities only from those institutions on the city's approved list of broker/dealers and banks. The city shall at least annually, review, revise, and adopt a list of qualified brokers that are authorized to engage in investment transactions with the city.

Those firms that request to become qualified bidders for securities transactions, including financial institutions, banks, money market mutual funds, and local government investment pools, will be required to provide the following documents to the Investments Officer(s).

- (If brokers) Financial Industry Regulatory Authority (FINRA) certification and CRD #
- (If brokers) proof of Texas State Securities registration
- Policy review certification (investment pools will generally be the only organizations still required to sign this certification)

Each pool/bank/broker must be provided a copy of the city’s current Investment Policy and certify to a review of the Policy stating that the firm has controls in place to assure only Policy approved investments will be sold to the city (investment pools will generally be the only organizations still required to sign this certification).

This list may be revised as the city's investment needs change. The city shall approve all broker/dealers and shall also have the ability to limit the number of authorized securities dealers/banks doing business with the city.

All banks authorized to sell securities to the city will be Federal Reserve member banks and must be approved by the city. No investments will be placed with Savings and Loan Institutions or Credit Unions.

Investment Transactions

It is the policy of the City of Jacksonville to require competitive bidding for all individual security purchases and sales except for transactions with money market mutual funds and local government investment pools. A minimum of three bids must be obtained to ensure a competitive price for the transaction. All investment transactions must be approved by the Finance Director, or registered investment advisor as appointed by the City Council to execute transactions on behalf of the city, or in their absence, an authorized Investment Officer. All securities purchased shall require delivery on the settlement date to the city or its third-party accounts on a delivery versus payment (“DVP”) basis, with the exception of investment pools and mutual funds. By so doing, city funds are not released until the city has received, through the Federal Reserve wire, the securities purchased.

Investment Reporting

The Act requires the preparation of quarterly management reports and an annual report of all investment transactions of the city be presented to the City Council. The fourth quarter report for the fiscal year will be considered as the annual report. The Primary Investment Officer will prepare the required quarterly and annual reports for evaluating investment portfolio performance. The reports will include the following information, as required by the Act:

1. A summary narrative of investment activity and portfolio performance over the period.
2. Size and composition of portfolio at the beginning and end of the reporting period.
3. List all investments according to the fund for which they were purchased.
4. Beginning and ending book and market value for all securities held.
5. Beginning and ending book and market value for the total portfolio.
6. All additions and changes to the market value during the period.
7. State the compliance of the portfolio to the investment policy and the Act.
8. Yield.
9. Diversification of investments.
10. Total sales, maturities, and purchases.
11. Accrued interest.
12. Performance compared to an established benchmark.

These quarterly reports should be used along with the annual report to fully evaluate and explain market trends and adjustment of investment strategies to manage market fluctuations. The annual report will show on a fiscal year basis the results of the overall investment strategy. The quarterly reports will conform to GAAP and be reviewed annually by the city's independent auditor, with results reported to the City Council.

Marking to Market

Market value of all securities in the portfolio will be determined on a quarterly basis. These values will be obtained from a reputable and independent source and disclosed to the governing body in the quarterly investment report.

CUSTODIAL CREDIT RISK MANAGEMENT

Safekeeping and Custodial Agreements

The laws of the State of Texas and prudent treasury management require that all purchased securities shall be held in safekeeping by either the city, a city account in a third-party financial institution, or the city's safekeeping account with its designated depository bank.

All securities owned by the city shall be held by a third-party safekeeping agent, or in the Federal Reserve Bank, except for certificates of deposit that have FDIC insurance provided. For certificates of deposit with FDIC insurance, the city will hold the deposit receipt.

Transfers of securities in safekeeping shall be processed with written confirmations. The confirmation will be used for documentation and retention purposes. One of the city's designated Investment Officers must approve release of collateral prior to its removal from the safekeeping account.

Collateral Policy

Consistent with the requirements of Texas law as defined in Government Code 10, Chapter 2257, known as the Public Funds Collateral Act, it is the policy of the city to require full collateralization of all city investments other than obligations of the United States and its agencies and instrumentalities. Collateral on investments shall be maintained by an appropriate third-party safekeeping agent, as designated by the city. This policy also applies to any deposits held in an approved depository in excess of the amount protected by FDIC insurance.

The City of Jacksonville shall accept only the following securities as collateral:

1. FDIC insurance coverage.

2. A bond, certificate of indebtedness, or Treasury Note of the United States, or other evidence of indebtedness of the United States that is guaranteed as to principal and interest by the United States.

3. Obligations of the United States, its Agencies, and Instrumentalities.

4. A bond of the State of Texas or of a county, city, or other political subdivision of the State of Texas having been rated as investment grade (investment rating no less than “A” or its equivalent) by a nationally recognized rating agency with a remaining maturity of ten (10) years or less.

Certificates of deposit plus accrued interest per non-depository bank do not need to be collateralized pursuant to this policy as long as FDIC insurance is provided. Certificates of Deposit, including accrued interest must be secured by approved collateral for the amount in excess of FDIC insurance coverage.

Collateral is valued at current market plus interest accrued through the date of the valuation. Collateral shall be marked to market daily to determine if adequate collateralization is being maintained.

Repurchase agreement collateral must be maintained at the following levels, with respect to repurchase agreement par value plus accrued interest:

MATURITY OF COLLATERAL	U.S. TREASURY SECURITIES	OTHER SECURITIES
1 YEAR OR LESS	101%	102%
1 YEAR TO 5 YEARS	102%	105%
OVER 5 YEARS	103%	110%

Collateral levels should be maintained during an investment transaction. The amount placed in the bank to cover the cost of a security purchase should be fully collateralized in the event the security fails to be delivered to the safekeeping agent.

Collateralized investments often require substitution of collateral. Any broker or financial institution requesting substitution must contact the Primary Investment Officer, or in his or her absence any other authorized Investment Officer, for approval and settlement. The substituted collateral’s value will be calculated and the substitution approved if its value is equal to or greater than the original collateralization level.

The Finance Director, or an authorized designee, must give immediate notification of the decision to the bank or third-party holding the collateral. Substitution is allowable for all transactions, but should be limited, if possible, to minimize potential administrative problems and transfer expense. The Finance Director may limit substitution and assess appropriate fees if substitution becomes excessive or abusive. Collateral shall be audited at least annually by the city's independent audit firm, and may be audited by the city at any time during normal business hours of the safekeeping party.

The financial institutions with which the city invests and/or maintains other deposits shall provide, as requested by the city, a listing of the city's certificates of deposit and other deposits at the institution and a listing of collateral pledged to the city marked to current market prices. The listing shall include total pledged securities with the following information:

- Name Type/description CUSIP.
- Par value.
- Current market value.
- Maturity date.
- Moody's or Standard & Poor's rating (both if available).

ARBITRAGE

The Tax Reform Act of 1986 (Title 26 U.S.C. Section 148) provides limitations on the city's yield from investing tax-exempt bond proceeds and debt service funds. These arbitrage rebate provisions require that the city compute earnings on investments from each issue of bonds on a periodic basis to determine if a rebate is required. To determine the city's arbitrage position, the city is required to calculate the actual yield earned on the investment of the funds and compare it to the yield that would have been earned if the funds had been invested at a rate equal to the yield on the bonds sold by the city. The rebate provisions state that periodically (not less than once every five years, and not later than sixty days after maturity of the bonds), the city is required to pay the U.S. Treasury a rebate of any excess earnings. These restrictions require extreme precision in the monitoring and record keeping of investments, particularly in computing yields to ensure compliance. Failure to comply can dictate that the bonds become taxable, retroactively from the date of issuance.

The city's investment position relative to the arbitrage restrictions is to continue pursuing the maximum yield on applicable investments while ensuring the safety of capital and liquidity. It is a fiscally sound position to continue maximization of yield and to rebate excess earnings, if necessary.

DEPOSITORIES

The Texas City Depository Act, Local Government Code Chapter 105, prescribes procedures for selection of a city depository designating that both general-law and home- rule cities are "authorized to receive applications (as depository) for the custody of city funds from any bank, credit union or savings association that maintains a place of business within the state of Texas." This clause indicates that cities are not required to designate one central depository. City Charter Article II, Section 18 states in part “the City Council shall designate a bank in the City of Jacksonville as a city depository”.

The City of Jacksonville will, through a request for proposals process, designate one or more banks to serve as its primary depository(ies) to maximize investment capabilities and minimize banking cost. The depository designation does not limit investment activity to one financial institution.

The consideration the City of Jacksonville will use to execute a banking services contract will include:

- Ability of Bank to perform and provide the required and requested services.
- Reputation of bidder and quality of services provided.
- Cost of banking services.
- Interest paid on interest bearing accounts and deposits.

- Earnings credit calculation on account balances.
- Completeness of proposal and agreement to points outlined in the request for proposals.
- Convenience of locations.
- Previous service relationship with the city.
- Financial strength and stability of institution.

Obtaining competitive proposals on the city's depository specifications will be the responsibility of the Finance Director. Selection of the depository shall be based on the institutions offering the most favorable terms and conditions for the handling of city funds and the services available to the city.

The maximum term for a depository contract under State law is five years. The city's contract shall not exceed five years. Special banking needs may be contracted for by the city outside the depository contract if approved by City Council. If a depository does not meet the city's requirements in the banking services contract, the bank will be required to meet the requirements within ninety days or lose the depository contract.

INVESTMENT POLICY ADOPTION

The investment policy shall be adopted by resolution of the City Council. It is the city’s intent to comply with state laws and regulations. The policy shall be reviewed annually by the Finance Committee and the City Council. Policy revisions that require enactment due to updates of applicable state or federal laws may be authorized by the City Manager; however, other significant revisions must be approved by the City Council.

APPENDIX

Approved list of Broker/Dealers, Banks and Local Government Investment Pools

Policy review certification

Brokers/Dealers

- Financial Northeastern Companies (FNC)
- PFM Asset Management

Banks

- Prosperity Bank- depository contract
- Texas National Bank
- Citizens 1st Bank
- Austin Bank
- Southside Bank

Local Government Investment Pools

- TexSTAR
- LOGIC
- TexasDAILY
- Lone Star Investment Pool
- TX-FIT Government Pool

POLICY REVIEW CERTIFICATION

TEXAS PUBLIC FUNDS INVESTMENT ACT CERTIFICATION BY BUSINESS ORGANIZATION

This certification is executed on behalf of the City of Jacksonville, Texas (the Investor) and ____ (the Business Organization) pursuant to the Public Funds Investment Act, Chapter 2256, Texas Government Code (the Act) in connection with investment transactions conducted between the Investor and the Business Organization.

The undersigned Qualified Representative of the Business Organization hereby certifies on behalf of the Business Organization that:

1. The undersigned is a Qualified Representative of the Business Organization offering to enter into an investment transaction with the Investor on such terms as are defined in the Texas Public Funds Investment Act, Chapter 2256, Texas Government Code,

2. The Qualified Representative of the Business Organization has received and reviewed the Investor's Investment Policy furnished by the Investor, and

3. The Qualified Representative of the Business Organization has implemented reasonable procedures and controls in an effort to preclude investment transactions conducted between the Business Organization and the Investor that are not authorized by the Investor's Investment Policy. However, authorization dependent upon an analysis of the makeup of the Investor's entire portfolio or which requires an interpretation of subjective investment standards by the Investor is not required by the Business Organization.

Qualified Representative of the Business Organization

____

Name: ____

Title: ____

Date: ____

City of Jacksonville, Texas
Resolution No. _____

A RESOLUTION ADOPTING THE CITY OF JACKSONVILLE, TEXAS INVESTMENT POLICY

WHEREAS, the is required to review the City's investment policy annually; and

WHEREAS, this review is authorized by the Public Funds Investment Act (PFIA).

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Jacksonville, Texas:

That the City of Jacksonville, Texas Investment Policy attached hereto as "Exhibit A" is hereby adopted as the Investment Policy of the City of Jacksonville, Texas effective April 12th, 2022.

PASSED, ADOPTED AND APPROVED by the City Council of the City Jacksonville, Texas this the _______ day of ___________, 20__.

APPROVED: Attest:

___________________________ ______________________

Mayor City Secretary

Jacksonville City Council

AGENDA ITEM REPORT

AGENDA DATE:	4/12/2022	ITEM NUMBER:	7.D.
DEPARTMENT:	Administration	PREPARED BY:	Greg Lowe, City Secretary
INITIATED BY:	Greg Lowe, City Secretary	EXHIBITS:	Chamber Request Tomato Fest, Tomato Fest Street Closure Map

EXECUTIVE SUMMARY:

The Jacksonville Chamber of Commerce has requested street closures for the annual Tomato Fest. The requested streets will need to be blocked Friday, June 10th beginning 5:00 p.m. until Saturday, June 11 th, 5:00 p.m. The following streets to be blocked are Austin Street, beginning at Highway 79 to Wilson Street; Commerce Street beginning at Austin Street to Bolton Street and Neches Street from Wilson to Commerce Street. Prosperity Bank drive-thru will be closed the day of Tomato Fest. Tomato Fest vendors will utilize the streets and some of the sidewalks in the requested blocked area.
The Chamber will need the City's electrical outlets available for the vendors to begin setting up on Friday, June 10th at 7 pm. Outlets will be able to be removed after 3 pm on Saturday, June 11th• As the time nears, a vendor map will be given to the city to place the outlets for the vendors.

RECOMMENDED ACTION:

Approve the street closure.

BID AND AWARD:

BUDGET DATA:

BUDGET JUSTIFICATION:

BACKGROUND:
POLICY/GOAL CONSIDERATION:
Community cooperation and outreach.
LEGAL:
Council approves all street closures.

March 28, 2022

Mayor Randy Gorham
City of Jacksonville
P. O. Box 1390
Jacksonville, Texas 75766

Dear Mayor Gorham,

The Chamber would like to request street closure for the 38th Annual Tomato Fest which will be Saturday, June 11, 2022.

The requested streets will need to be blocked Friday, June 10th beginning 5:00 p.m. until Saturday, June 11th, 5:00 p.m. The following streets to be blocked are Austin Street, beginning at Highway 79 to Wilson Street; Commerce Street beginning at Austin Street to Bolton Street and Neches Street from Wilson to Commerce Street. Prosperity Bank drive-thru will be closed the day of Tomato Fest. Tomato Fest vendors will utilize the streets and some of the sidewalks in the requested blocked area.

The Chamber will need the City's electrical outlets available for the vendors to begin setting up on Friday, June 10th at 7 pm. Outlets will be able to be removed after 3 pm on Saturday, June 11th. As the time nears, a vendor map will be given to the city to place the outlets for the vendors.

If you have any questions, please call me at 903-586-2217. Thank you for your past assistance to make the Tomato Fest a successful event for Jacksonville.

Sincerely,

Peggy Renfro

Peggy Renfro
President

JACKSONVILLE CHAMBER OF COMMERCE
526 EAST COMMERCE • JACKSONVILLE, TEXAS 75766 • 903-586-2217 • WWW.JACKSONVILLETEXAS.COM


Tomato Fest Street Closure
Legend
Jacksonville Daily Progress
Tomato Fest Street Closure
Untitled Polygon
Tomato Fest Street Closure
Jacksonville
135
69
347
E Pine St
E Cherokee St
E Wilson St
E Rusk St
E Larissa St
N Bolton St
S Bolton St
N Ragsdale St
S Ragsdale St
S Main St
S Jackson St
Lawler St
Austin St
Elm St
Nacogdoches St
Neches St
600 ft
N
Google Earth
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Jacksonville City Council

AGENDA ITEM REPORT

AGENDA DATE:	4/12/2022	ITEM NUMBER:	9.
DEPARTMENT:	Administration	PREPARED BY:	Greg Lowe, City Secretary
INITIATED BY:	James Hubbard, CITY MANAGER	EXHIBITS:	Ordinance regarding on-site sewer

EXECUTIVE SUMMARY:

This ordinance modifies the code of ordinances to allow the city manager to appoint a designee, including third parties, to enforce the rules governing on-site sewer facilities. Previously, the building official had been named by ordinance to handle these duties. A license is required to regulate and inspect on-site sewer facilities. Currently, no one on the city staff holds such a license.

RECOMMENDED ACTION:

Approve the ordinance

BID AND AWARD:

BUDGET DATA:

BUDGET JUSTIFICATION:

BACKGROUND:
POLICY/GOAL CONSIDERATION:
Assure proper regulation of on-site sewer facilities within the city limits.
LEGAL:
City Attorney prepared the ordinance.

ORDINANCE NO. ___________

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF JACKSONVILLE, TEXAS, AMENDING TO DELETE CHAPTER 4, ARTICLE X, SECTION 4-253 OF THE CODE OF ORDINANCES AND ADOPTING IN ITS STEAD THE FOLLOWING AS CHAPTER 4, ARTICLE X, SECTION 4-253: DUTIES AND POWERS OF CITY MANAGER'S DESIGNEE AS DESIGNATED REPRESENTATIVE TO ENFORCE THIS ARTICLE AND PROVIDING FOR SEVERBILITY, PUBLICATION AND EFFECTIVENESS.

WHEREAS, the Texas Legislature has enacted legislation codified as Texas Health and Safety Code, Chapter 366 authorizing local governments to regulate the use of on-site sewage disposal facilities within their jurisdiction in order to prevent or abate pollution or injury to public health arising out of the use of on-site sewage facilities; and

WHEREAS, the City Council of the City of Jacksonville has found that the use of on-site sewage facilities in the City of Jacksonville is causing or may cause pollution and is injuring or may injure the public health; and

WHEREAS, the City of Jacksonville has enacted an Ordinance adopting rules regulating on-site sewage facilities to abate or prevent pollution or injury to public health in the City of Jacksonville; and

WHEREAS, the said Ordinance is located in Chapter 4, Article X, Sections 4-251 to 4-272 of the City of Jacksonville Code of Ordinances; and

WHEREAS, the current version of the Ordinance declares the building official of the City of Jacksonville to be the designated representative; and

WHEREAS, any given building official may or may not be qualified to serve as such and therefore amending the designation is warranted.

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

1. Chapter 4, Article X, Section 4-253 of the Code of Ordinances shall be deleted, and the following shall be adopted in its stead and shall read as follows:

Sec. 4-253- Duties and Powers of City Manager's Designee as Designated Representative to enforce this article.

a. The designated representative shall be the City Manager's designee, which may be a licensed third-party contractor and in any event shall be a Designated Representative as that term is defined in 30 Texas Administrative Code Section 285.2 (17) or any successor statute, who shall be the City's Designated Representative for the enforcement of these rules within its jurisdictional area. The appointed representative must be approved and certified by the Texas Commission on Environmental Equality before assuming the duties and responsibilities of the Designated Representative of the City of Jacksonville. The Designated Representative shall have the following duties and concomitant powers:

(1) To resolve any question regarding any interpretation of these rules, or the design criteria.

(2) To enforce these rules and to make appropriate recommendations to proper city officials when instances of noncompliance with these rules have been determined.

(3) To make statutorily mandated inspections of proposed, new and existing on-site sewage facilities.

(4) To collect fees set by the authorized agent as necessary to recover the reasonable costs incurred in meeting the requirements of these rules.

(5) To make semi-annual reports to the authorized agent on all actions, including legal actions, taken concerning these rules.

(6) To investigate nuisance complaints within twenty-one (21) days of receipt. All validated complaints shall be resolved, or substantial progress made toward resolution by the responsible individual within thirty (30) days.

(7) To perform all other duties necessary to meet the requirements of these rules.

Section 2. Severability. It is the intention of the City Council of the City of Jacksonville, Texas 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.

Section 3. Publication. The City Secretary shall cause the caption of this Ordinance to be published in a newspaper of general circulation within the City of Jacksonville.

Section 4. Effectiveness. This amendment shall be effective upon any approval required by the Texas Commission on Environmental Quality.

PASSED AND ADOPTED this the ______ day of ___________________, 2022.

CITY OF JACKSONVILLE, TEXAS

By: ____

Randy Gorham, Mayor

ATTEST:

____

Greg Lowe, City Secretary

APPROVED AS TO FORM:

____

D. Brett Brewer, City Attorney

Jacksonville City Council

AGENDA ITEM REPORT

AGENDA DATE:	4/12/2022	ITEM NUMBER:	10.
DEPARTMENT:	Administration	PREPARED BY:	Greg Lowe, City Secretary
INITIATED BY:	Greg Lowe, City Secretary	EXHIBITS:	Grip Rate Notice - Centerpoint, CenterPoint-GRIP-2022-Beau-E. TX Division- Suspension Resolution-AIS-031522, CenterPoint-GRIP-2022-Beau-E. Tx Divisn-Suspension Resolution-031522

EXECUTIVE SUMMARY:

The City is a member of the Alliance of CenterPoint Municipalities ("ACM"). ACM was organized by a number of municipalities served by CenterPoint Energy Resources Corp., Beaumont/East Texas Division ("CenterPoint") and has been represented by the law firm of Herrera Law & Associates, PLLC (through Mr. Alfred R. Herrera) to assist in reviewing applications to change rates submitted by CenterPoint.

Under section 104.301 of the Gas Utility Regulatory Act (GURA), a gas utility is allowed to request increases in its rates to recover a return on investments it makes between rate cases. This section of GURA is commonly referred to as the "GRIP" statute, that is, the "Gas Reliability Infrastructure Program," and is also referred to as an "Interim Rate Adjustment" ("IRA").

The Supreme Court of Texas concluded that a filing made under the GRIP statute permitted gas utilities the opportunity to recover return on capital expenditures made during the interim period between rate cases by applying for interim rate adjustment and that proceedings under the GRIP statute did not contemplate either adjudicative hearings or substantive review of utilities' filings for interim rate adjustments. Instead, the Court concluded, the GRIP statute provides for a ministerial review of the utility's filings to ensure compliance with the GRIP statute and the Railroad Commission's rules, and that it is within the Railroad Commission's authority to preclude cities from intervening and obtaining a hearing before the Railroad Commission. The Court's opinion has severely limited a city's ability to perform a meaningful review of a gas-utility's GRIP filing.

Although the City's ability to review and effectuate a change in CenterPoint's requested increase is limited, the City should exercise due diligence with regard to rate increases of monopoly utilities who operate within its boundaries, including increases requested under the GRIP statute to ensure compliance with the requirements of that law. This includes whether CenterPoint's current rates produce a rate of return in excess of its authorized rate of return.

To exercise its due diligence, it is necessary to suspend CenterPoint's proposed effective date of May 2, 2022, for forty-five days to June 16, 2022, so that the City can evaluate whether the data and calculations in CenterPoint's rate application are correctly done. Therefore, ACM's Special Counsel, the law firm of Herrera Law & Associates, PLLC (through Alfred R. Herrera) recommends that the City adopt a resolution suspending CenterPoint's proposed effective date for 45 days. Assuming a proposed effective date of May 2, 2022, CenterPoint's proposed effective date is suspended until June 16, 2022.

RECOMMENDED ACTION:

Approve the resolution delaying Centerpoint's GRIP rate increase.

BID AND AWARD:

BUDGET DATA:

BUDGET JUSTIFICATION:

BACKGROUND:
POLICY/GOAL CONSIDERATION:
LEGAL:
Counsel for the Alliance of Centerpoint Municipalites reviewed the notice and prepared the resolution.

CenterPoint Energy

CenterPoint Energy
1111 Louisiana Street
Houston, TX 77002-5231
P.O. Box 2628
Houston, TX 77252-2628

March 3, 2022

Mayor and City Council
City of Jacksonville
Jacksonville, Texas

Hand-Delivered

Re: CenterPoint Energy 2022 Annual GRIP Adjustment for the Beaumont/East Texas Division

Dear Madam or Sir:

CenterPoint Energy Resources Corp., d/b/a CenterPoint Energy Entex and CenterPoint Energy Texas Gas ("CenterPoint" or the "Company"), files the tariffs and supporting documents in electronic form with the City of Jacksonville ("City") consistent with Section 7.7101 of the Railroad Commission of Texas ("Commission") Gas Services Division Rules and Section 104.301 of the Texas Utilities Code to establish the annual gas reliability infrastructure program ("GRIP") interim rate adjustment ("IRA") for the Company's Beaumont/East Texas Division, which includes the City. The proposed IRA will affect rates for natural gas service customers located in the City. Simultaneously with this filing, CenterPoint makes the same GRIP filing with the Commission for customers located in the City's environs and cities of the Beaumont/East Texas Division that have ceded original jurisdiction to the Commission.

CenterPoint consistently supplies its customers in the Beaumont/East Texas Division with safe and dependable natural gas service by prudently investing in additions and upgrades to its delivery system. The Company will continue to prudently invest in its infrastructure in order to improve its natural gas service to its customers and to anticipate and meet their needs under all operating conditions. The GRIP program enables a gas utility such as CenterPoint to begin recovery of its incremental capital investment in the system, subject to a prudence review in its next rate case. This reduces regulatory lag and incentivizes needed investment. Consistent with Section 104.301 of the Texas Utilities Code and Commission precedent, the City's review of this GRIP filing is limited to a ministerial review to ensure compliance with the GRIP statute.

Pursuant to applicable law, the proposed IRA will become effective on May 2, 2022, unless the City suspends that date for a period of no longer than forty-five (45) days. The approved IRA will be applied to the monthly customer charge and will remain in effect until superseded by the earlier of (1) the effective date of the Company's next annual GRIP adjustment for the Beaumont/East Texas Division; or (2) the issuance of a final order in a rate setting proceeding for the Beaumont/East Texas Division.

As detailed in the attached schedules and supporting material, the Company invested $40,971,772 in its Beaumont/East Texas Division in calendar year 2021, and the applicable IRA is:

Rate Schedule	Current Customer Charge	Proposed 2022 Interim Rate Adjustment	Adjusted Charge	Increase Per Bill
R-2098-I-GRIP 2022; R-2098-U-GRIP 2022 Residential	$20.38 per customer per month	$1.59 per customer per month	$21.97 per customer per month	$1.59 per customer per month
GSS-2098-I-GRIP 2022; GSS-2098-U-GRIP 2022 General Service Small	$40.45 per customer per month	$2.61 per customer per month	$43.06 per customer per month	$2.61 per customer per month
GSLV-629-I-GRIP 2022; GSLV-629-U-GRIP 2022 General Service Large Volume	$151.10 per customer per month	$13.74 per customer per month	$164.84 per customer per month	$13.74 per customer per month

Along with and in support of the proposed IRA, CenterPoint includes the following:

(a) An earnings monitoring report showing the Company's earnings for the Beaumont/East Texas Division during the 2021 calendar year (under the "Earnings Monitoring Report" section of the enclosed filing).

(b) An Interim Rate Adjustment Application containing accounting schedules and project reports for the GRIP Adjustment Period including a description of (i) the projects undertaken during the GRIP Adjustment Period (ii) the investment to provide utility service in the Beaumont/East Texas Division, which were both completed and placed in service during the GRIP Adjustment Period, (iii) the Company's prior utility investments in the Beaumont/East Texas Division that were either retired or abandoned during the GRIP Adjustment Period, and (iv) the cost, need and customers benefited by those investments and retirements located in IRAs 12, 13, 14 and 15 which are voluminous and are being provided in electronic form only.

(c) The Company's calculations of the GRIP Adjustment amount to go into effect on the later of the Planned Effective Date or the end of any suspension period imposed (under the "Interim Rate Adjustment Application" section of the enclosed filing).

(d) Affidavits by Stacey Peterson, Kimberly Middleton and Tal R. Centers, Jr. (under the "Affidavits" section of the enclosed filing).

- Ms. Peterson's affidavit verifies (i) that the Beaumont/East Texas Division's books and records are kept in accordance with the rules of the Commission and (ii) that the reports enclosed accurately reflect the Beaumont/East Texas Division's books and records related to the information in those reports.
- Ms. Middleton's affidavit verifies the notice of the GRIP filing through customer bill inserts.
- Mr. Centers' affidavit concerns the reimbursement of relocation expenses.

In addition, the source documentation and workpapers supporting the data and calculations contained in the foregoing reports is maintained in CenterPoint's electronic databases which are available for review. To schedule an opportunity to review the electronic databases or any hard copy project files related to the new investment or retirements, please contact me at (713) 207-5946.

Notice of this proceeding will be provided to affected customers in the Beaumont/East Texas Division by bill insert or by separate mailing within 45 days after the date of this filing in accordance with the applicable law.

Please accept for filing the above-mentioned tariffs, filing package and enclosures and return the enclosed copy of this letter with your file mark thereon to acknowledge such filings for our records. Instead of a binder with a hard copy of the filing, the Company has provided the equivalent in electronic form in the folder called Electronic Copy of Filing.

Although only the incorporated tariffs are applicable to the City, the Company has also included in its filing package both incorporated and unincorporated tariffs.

There have been no changes to the IRA forms since the Company's last filing.

If the City takes any action regarding this filing, please send signed documents, such as, ordinances, resolutions and minutes to the following address:

Keith L. Wall
1111 Louisiana Street
CNP Tower 19th floor
Houston, Texas 77002

Please do not hesitate to contact me with any questions you may have regarding this filing.

Sincerely,

Keith L. Wall
Director of Regulatory Affairs

Attachments

cc: Mr. Tal Centers
Mr. Patrick Peters III
Ms. Gracy Rodriguez

DELIVERED TO:

__________________________, _______________________________ of
NAME OFFICE (Mayor, City Secretary, etc.)

the City of Jacksonville on this ____ day of March 2022.

____
SIGNATURE

AGENDA INFORMATION SHEET

AGENDA ITEM NO. ____________________

ACTION TO SUSPEND THE EFFECTIVE DATE PROPOSED BY CENTERPOINT ENERGY RESOURCES CORP., BEAUMONT/EAST TEXAS DIVISION, TO INCREASE RATES UNDER THE GAS RELIABILITY INFRASTRUCTURE PROGRAM, FOR 45 DAYS, AND AUTHORIZE THE CITY'S CONTINUED PARTICIPATION IN A COALITION OF CITIES KNOWN AS THE "ALLIANCE OF CENTERPOINT MUNICIPALITIES" ("ACM")

ALLIANCE OF CENTERPOINT MUNICIPALITIES

The City is a member of the Alliance of CenterPoint Municipalities ("ACM"). ACM was organized by a number of municipalities served by CenterPoint Energy Resources Corp., Beaumont/East Texas Division ("CenterPoint") and has been represented by the law firm of Herrera Law & Associates, PLLC (through Mr. Alfred R. Herrera) to assist in reviewing applications to change rates submitted by CenterPoint.

"GRIP" RATE APPLICATION

Under section 104.301 of the Gas Utility Regulatory Act (GURA), a gas utility is allowed to request increases in its rates to recover a return on investments it makes between rate cases. This section of GURA is commonly referred to as the "GRIP" statute, that is, the "Gas Reliability Infrastructure Program," and is also referred to as an "Interim Rate Adjustment" ("IRA").

The Supreme Court of Texas concluded that a filing made under the GRIP statute permitted gas utilities the opportunity to recover return on capital expenditures made during the interim period between rate cases by applying for interim rate adjustment and that proceedings under the GRIP statute did not contemplate either adjudicative hearings or substantive review of utilities' filings for interim rate adjustments. Instead, the Court concluded, the GRIP statute provides for a *ministerial* review of the utility's filings to ensure compliance with the GRIP statute and the Railroad Commission's rules, and that it is within the Railroad Commission's authority to preclude cities from intervening and obtaining a hearing before the Railroad Commission. The Court's opinion has severely limited a city's ability to perform a meaningful review of a gas-utility's GRIP filing.

CENTERPOINT'S "GRIP" APPLICATION

On about March 3, 2022 CenterPoint filed for an increase in gas utility rates under the Gas Reliability Infrastructure Program ('GRIP") (Gas Utility Regulatory Act, § 104.301) and proposed an effective date of May 2, 2022, for its increase in rates. CenterPoint's application if approved by the Commission will result in an increase in the monthly customer charges as shown below:

Rate Schedule	Current Customer Charge	Proposed 2022 Interim Rate Adjustment	Adjusted Charge	Increase Per Bill
R-2098-I-GRIP 2022; R-2098-U-GRIP 2022 Residential	$20.38 per customer per month	$1.59 per customer per month	$21.97 per customer per month	$1.59 per customer per month
GSS-2098-I-GRIP 2022; GSS-2098-U-GRIP 2022 General Service Small	$40.45 per customer per month	$2.61 per customer per month	$43.06 per customer per month	$2.61 per customer per month
GSLV-629-I-GRIP 2022; GSLV-629-U-GRIP 2022 General Service Large Volume	$151.10 per customer per month	$13.74 per customer per month	$164.84 per customer per month	$13.74 per customer per month

CenterPoint's proposed increase results in the following approximate percentage increases in *base rates* in an average customer's bill. "Base rates" recover those elements of CenterPoint's costs over which it has direct control, which *excludes* the cost of gas:

Residential Customer:	5.0% increase in average customer's bill
Commercial Customer:	5.3% increase in average customer's bill
General Service – Large Volume:	5.7% increase in average customer's bill

Including the cost of gas, CenterPoint's proposed increase results in the following percentage increases in an average customer's bill:

Residential Customer:	3.1% increase in average customer's bill
Commercial Customer:	2.0% increase in average customer's bill
General Service – Large Volume:	0.75% increase in average customer's bill

<u>REVIEW AND ACTION RECOMMENDED</u>

Although the City's ability to review and effectuate a change in CenterPoint's requested increase is limited, the City should exercise due diligence with regard to rate increases of monopoly utilities who operate within its boundaries, including increases requested under the GRIP statute to ensure compliance with the requirements of that law. This includes whether CenterPoint's current rates produce a rate of return in excess of its authorized rate of return.

To exercise its due diligence, it is necessary to suspend CenterPoint's proposed effective date of May 2, 2022, for forty-five days to June 16, 2022, so that the City can evaluate whether the data and calculations in CenterPoint's rate application are correctly done.

Therefore, ACM's Special Counsel, the law firm of Herrera Law & Associates, PLLC (through Alfred R. Herrera) recommends that the City adopt a resolution suspending CenterPoint's proposed effective date for 45 days. Assuming a proposed effective date of May 2, 2022, CenterPoint's proposed effective date is suspended until June 16, 2022.

RESOLUTION NO.___________

A RESOLUTION BY THE CITY OF JACKSONVILLE, TEXAS, ("CITY") REGARDING THE APPLICATION OF CENTERPOINT ENERGY RESOURCES CORP., BEAUMONT/EAST TEXAS DIVISION, TO INCREASE RATES UNDER THE GAS RELIABILITY INFRASTRUCTURE PROGRAM; SUSPENDING CENTERPOINT'S PROPOSED EFFECTIVE DATE FOR FORTY-FIVE DAYS; AUTHORIZING THE CITY'S CONTINUED PARTICIPATION IN A COALITION OF CITIES KNOWN AS THE "ALLIANCE OF CENTERPOINT MUNICIPALITIES;" DETERMINING THAT THE MEETING AT WHICH THE RESOLUTION WAS ADOPTED COMPLIED WITH THE TEXAS OPEN MEETINGS ACT; MAKING SUCH OTHER FINDINGS AND PROVISIONS RELATED TO THE SUBJECT; AND DECLARING AN EFFECTIVE DATE.

WHEREAS: on or about March 3, 2022 CenterPoint Energy Resources Corp., Beaumont/East Texas Division ("CenterPoint") filed for an increase in gas utility rates under the Gas Reliability Infrastructure Program ('GRIP"), resulting in a requested increase in the monthly customer charges as shown in the table below:

Rate Schedule	Current Customer Charge	Proposed 2022 Interim Rate Adjustment	Adjusted Charge	Increase Per Bill
R-2098-I-GRIP 2022; R-2098-U-GRIP 2022 Residential	$20.38 per customer per month	$1.59 per customer per month	$21.97 per customer per month	$1.59 per customer per month
GSS-2098-I-GRIP 2022; GSS-2098-U-GRIP 2022 General Service Small	$40.45 per customer per month	$2.61 per customer per month	$43.06 per customer per month	$2.61 per customer per month
GSLV-629-I-GRIP 2022; GSLV-629-U-GRIP 2022 General Service Large Volume	$151.10 per customer per month	$13.74 per customer per month	$164.84 per customer per month	$13.74 per customer per month

and

WHEREAS: The City has a responsibility to exercise due diligence with regard to rate increases of monopoly utilities who operate within its boundaries; and

WHEREAS: The application to increase rates by CenterPoint is complex; and

WHEREAS: It is necessary to suspend CenterPoint's proposed effective date of May 2, 2022, for its increase in rates for forty-five days so that the City can assure itself that the data and calculations in CenterPoint's rate application are in accordance with the Section 104.301 of the Gas Utility Regulatory Act; and

WHEREAS: The effective date proposed by CenterPoint is May 2, 2022 but a suspension by the City will mean that the rate increase cannot go into effect prior to June 16, 2022.

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

Section 1. That the statements and findings set out in the preamble to this resolution are hereby in all things approved and adopted.

Section 2. The City suspends the requested effective date by CenterPoint for forty-five days pursuant to the authority granted the City under Section 104.301 of the Texas Utilities Code. The City finds that additional time is needed in order to review the data and calculations that provide the basis for the rate increase application.

Section 3. The City shall continue its participation with other cities that are part of a coalition of cities known as the Alliance of CenterPoint Municipalities.

Section 4. The City authorizes the law firm of Herrera Law & Associates, PLLC, to act on its behalf in connection with CenterPoint's application to increase rates.

Section 5. To the extent allowed by law, CenterPoint is ordered to pay the City's reasonable rate case expenses incurred in response to CenterPoint's rate increase application within 30 days of receipt of invoices for such expenses.

Section 6. The meeting at which this resolution was approved was in all things conducted in compliance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.

Section 7. This resolution shall be effective immediately upon passage.

PASSED AND APPROVED this 12th day of April2022.

____
RANDY GORHAM, MAYOR

ATTEST:

____
GREG LOWE CITY CLERK

Jacksonville City Council

AGENDA ITEM REPORT

AGENDA DATE:	4/12/2022	ITEM NUMBER:	11.
DEPARTMENT:	Administration	PREPARED BY:	Greg Lowe, City Secretary
INITIATED BY:	Greg Lowe, City Secretary	EXHIBITS:	TWDB Resolution, TWDB Sewer - Overall Project, Sewer Line 2R, Sewer Line 3R, Sewer Line 4R, Sewer Line 1R

EXECUTIVE SUMMARY:

This resolution is in support of making application for a Texas Water Development Board Loan. The funds will be used for infrastructure consisting of a new sewer line and lift station. This project includes a new lift station near Lake Jacksonville as well as a new sewer line from S. Bolton St. to a location just west of Corinth Road.

RECOMMENDED ACTION:

Approve the resolution in support of making application for a Texas Water Development Board Loan.

BID AND AWARD:

BUDGET DATA:

BUDGET JUSTIFICATION:

BACKGROUND:

POLICY/GOAL CONSIDERATION:
Improve infrastructure to better serve citizens.

LEGAL:
A resolution of support is required in order to make application for the loan.

TWDB-0201A
Rev 11/16

Application Filing and Authorized Representative Resolution 04-2022-01

A RESOLUTION by the City Council of the City of Jacksonville requesting financial assistance from the Texas Water Development Board; authorizing the filing of an application for assistance; and making certain findings in connection therewith.

BE IT RESOLVED BY THE City Council OF THE City of Jacksonville:

SECTION 1: That an application is hereby approved and authorized to be filed with the Texas Water Development Board seeking financial assistance in an amount not to exceed $5,919,000.00 to provide for the costs of Wastewater Capital Improvements.

SECTION 2: That Mr. James Hubbard, City Manager be and is hereby designated the authorized representative of the City of Jacksonville for purposes of furnishing such information and executing such documents as may be required in connection with the preparation and filing of such application for financial assistance and the rules of the Texas Water Development Board.

SECTION 3: That the following firms and individuals are hereby authorized and directed to aid and assist in the preparation and submission of such application and appear on behalf of and represent the City of Jacksonville before any hearing held by the Texas Water Development Board on such application, to wit:

Financial Advisor: Hilltop Securities
John Martin

Engineer: Stokes & Associates, Inc.
Neal Holland / Steve Wick, P.E.

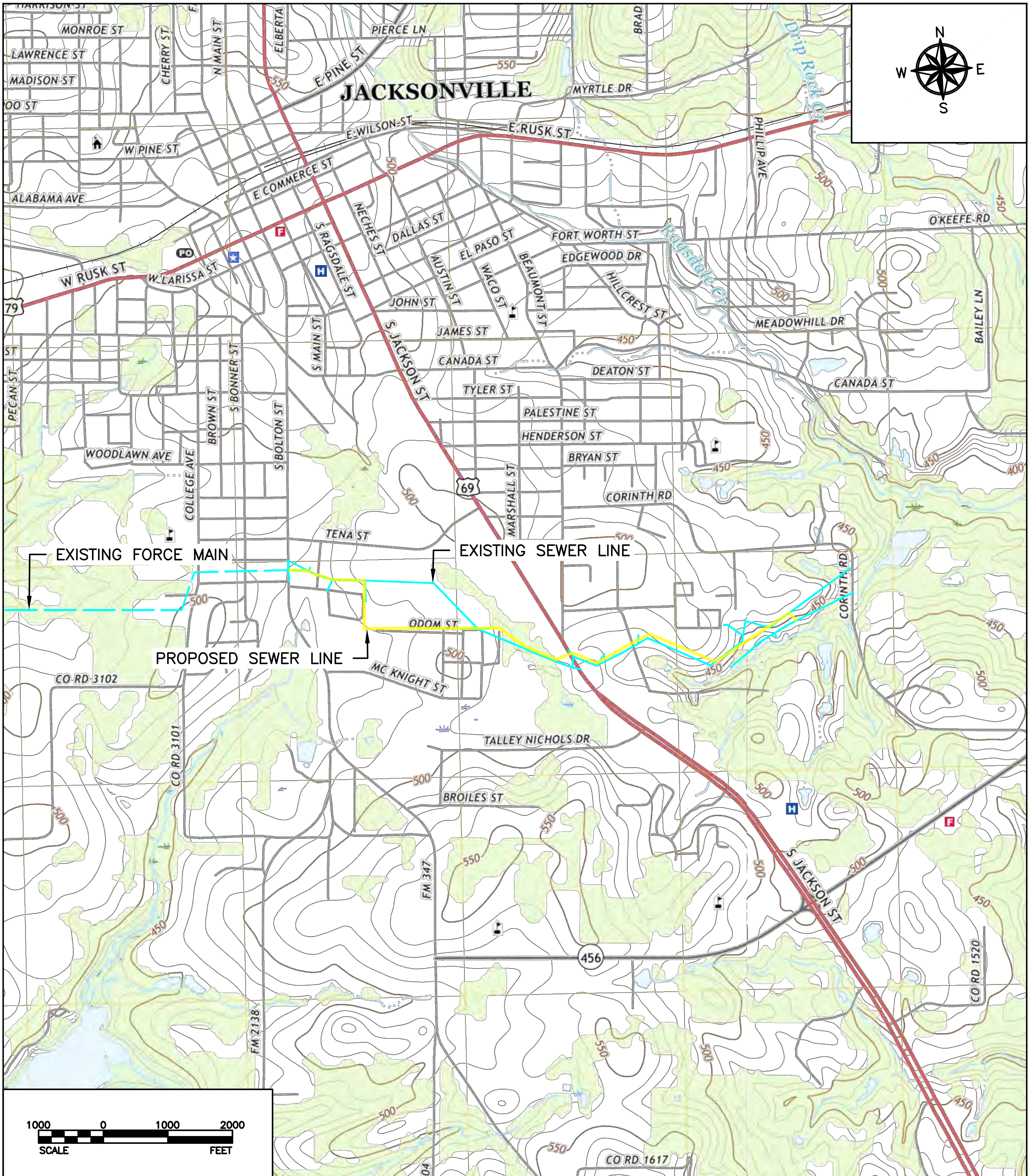
Bond Counsel: Bracewell LLP
Jonathan Frels

PASSED AND APPROVED, this the 12th day of April, 2022.

ATTEST: ______________________
Greg Lowe, City Clerk

By: ______________________
Randy Gorham, Mayor

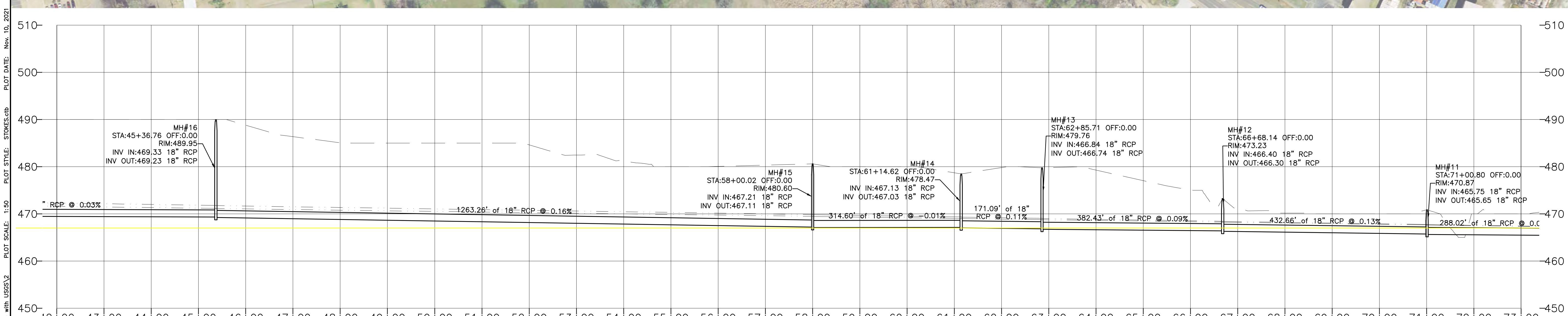
(Seal)



STOKES & ASSOCIATES, INC. CONSULTANT ENGINEERS P.O. BOX 1114 HENDERSON, TEXAS 75653 Tel (903) 657-7558 TEXAS FIRM REGISTRATION NO. F-967 Fax (903) 657-7864	CITY OF JACKSONVILLE CHEROKEE COUNTY, TEXAS CITY OF JACKSONVILLE TWDB APPLICATION CURRENT AND PROPOSED SEWER LINES USGS TOPO MAP

DWN BY: EJA DATE: November 10, 2021

File Name & Layout Name: Sewer Line With USGS.dwg/TWDB APP



FILE: Y:\...ville\030-2021\Sewer Line with USGS\2 PLOT SCALE: 1:50 PLOT STYLE: STOKES.ctb PLOT DATE: Nov. 10, 2021

MK.	REVISION	BY	CHK.	APP.	DATE
0	ISSUE FOR...	JNH	XXX	SBW	06/28/19

100 0 100 200 HORIZONTAL
SCALE FEET

SEAL:

PRELIMINARY

THIS DOCUMENT IS RELEASED FOR THE PURPOSES OF INTERIM REVIEW UNDER THE AUTHORITY OF XXXX X. XXXXX, P.E. XXXXXX ON 11/10/2021. IT IS NOT TO BE USED FOR BIDDING, PERMIT OR CONSTRUCTION PURPOSES.

STOKES & ASSOCIATES, INC.
CONSULTANT ENGINEERS
P.O. BOX 1114 HENDERSON, TEXAS 75653 Tel (903) 657-7558
TEXAS FIRM REGISTRATION NO. F-967 Fax (903) 657-7864

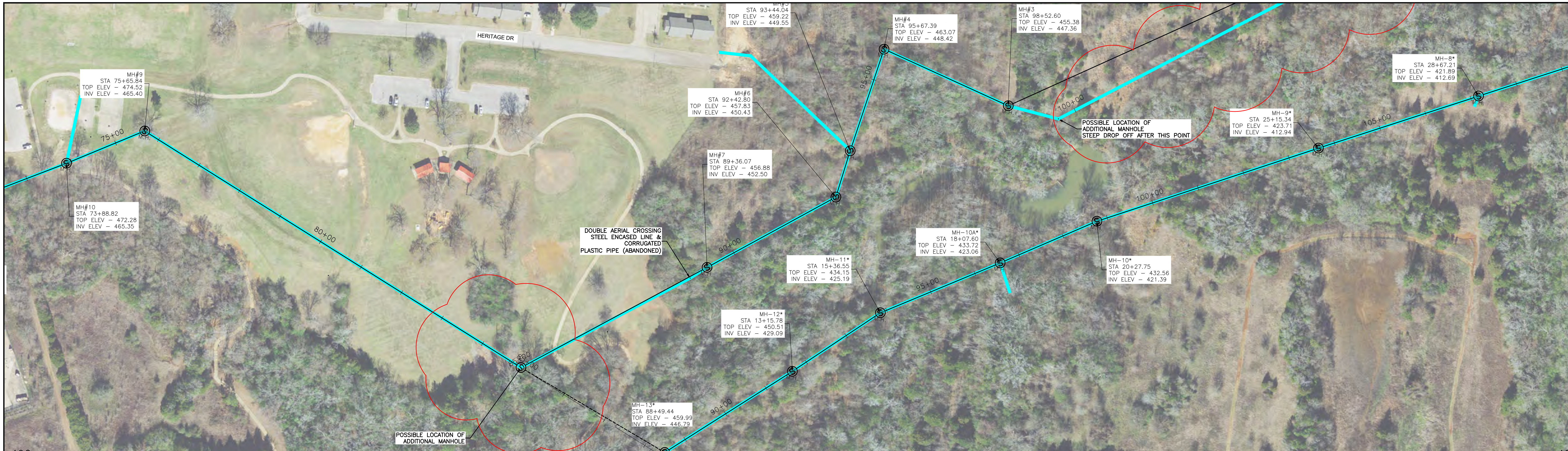
CITY OF JACKSONVILLE CHEROKEE COUNTY, TEXAS

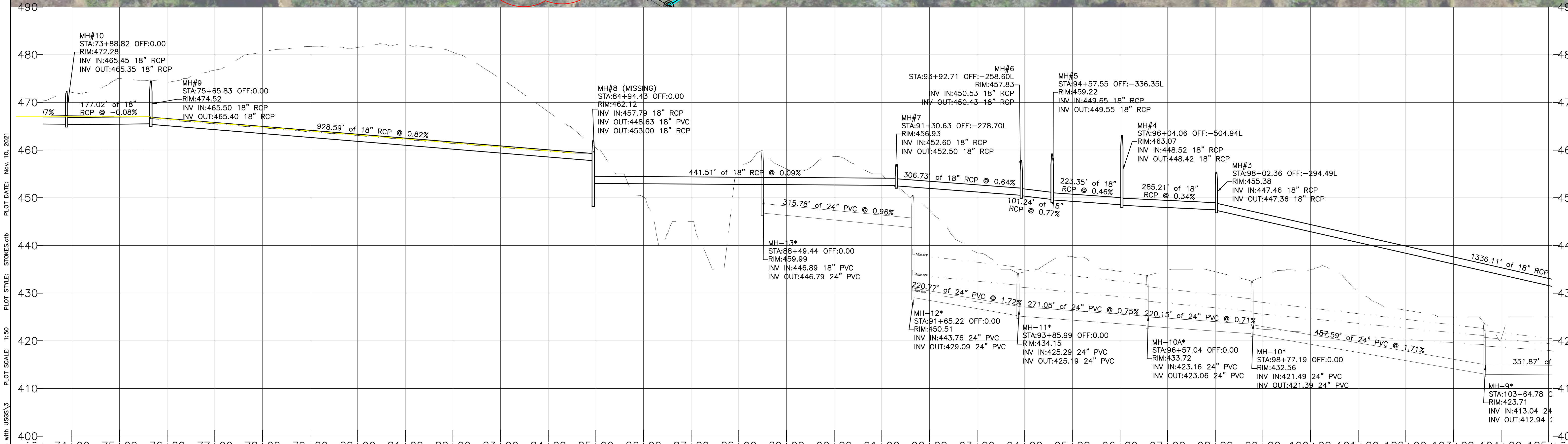
PLANNING AND REHAB
18" CONCRETE SEWER

PROJECT NO.: 030–1923

File Name & Layout Name:
Sewer Line With USGS.dwg/2

SHEET IDENTIFICATION: 2





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MK.	REVISION	BY	CHK.	APP.	DATE
0	ISSUE FOR...	JNH	XXX	SBW	06/28/19

100 0 100 200 HORIZONTAL
SCALE FEET

SEAL:

PRELIMINARY

THIS DOCUMENT IS RELEASED FOR THE PURPOSES OF INTERIM REVIEW UNDER THE AUTHORITY OF XXXX X. XXXXX, P.E. XXXXXX ON 11/10/2021. IT IS NOT TO BE USED FOR BIDDING, PERMIT OR CONSTRUCTION PURPOSES.

STOKES & ASSOCIATES, INC.
CONSULTANT ENGINEERS
P.O. BOX 1114 HENDERSON, TEXAS 75653 Tel (903) 657-7558
TEXAS FIRM REGISTRATION NO. F-967 Fax (903) 657-7864

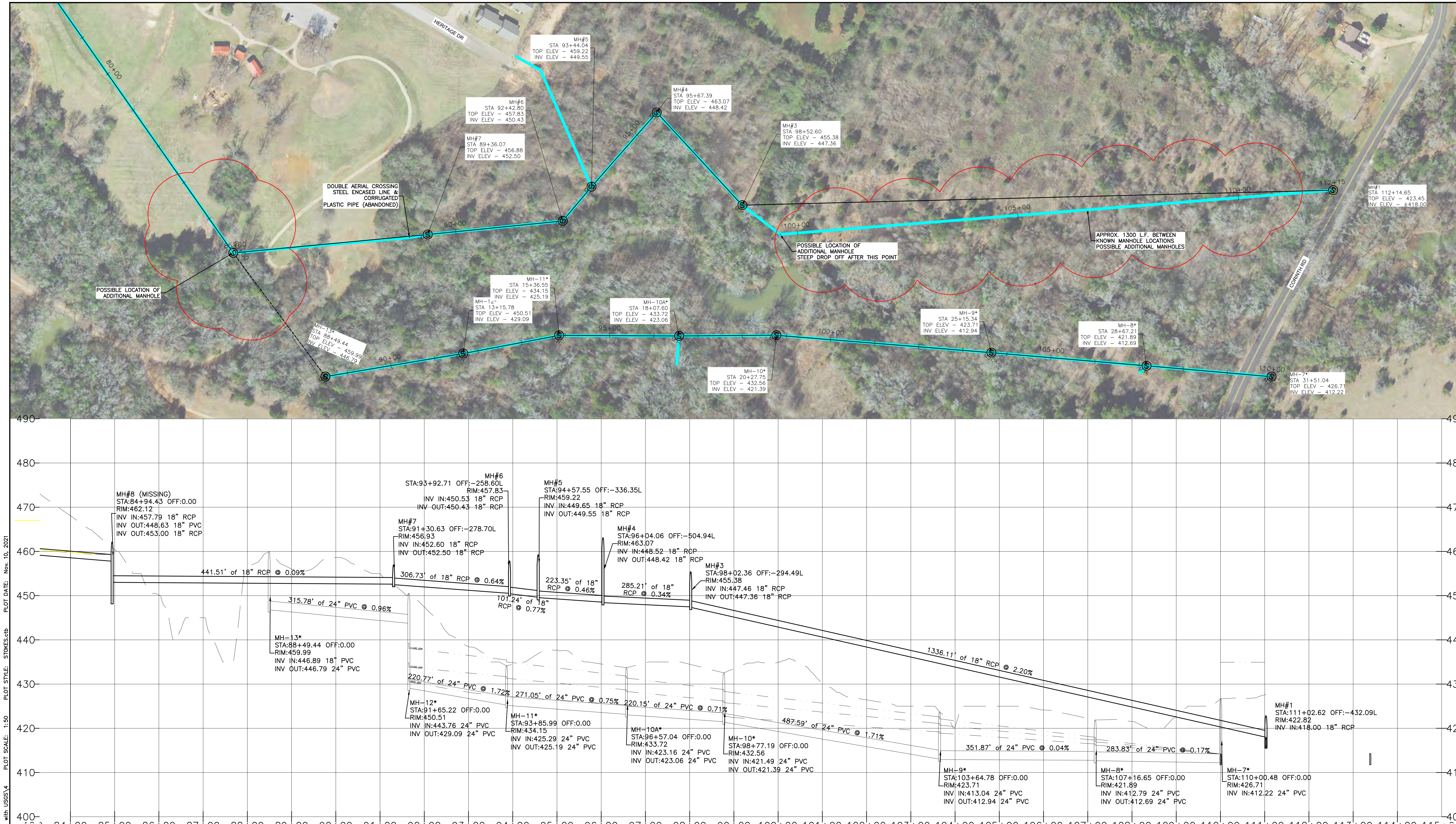
CITY OF JACKSONVILLE CHEROKEE COUNTY, TEXAS

PLANNING AND REHAB
18" CONCRETE SEWER

PROJECT NO.: 030–1923

File Name & Layout Name:
Sewer Line With USGS.dwg/3

SHEET IDENTIFICATION: 3



FILE: Y:\Jville\030–2021\Sewer Line with USGS\4 PLOT SCALE: 1:50 PLOT STYLE: STOKES.ctb PLOT DATE: Nov. 10, 2021

MK.	REVISION	BY	CHK.	APP.	DATE
0	ISSUE FOR...	JNH	XXX	SBW	06/28/19

100 0 100 200 HORIZONTAL
SCALE FEET

SEAL:

PRELIMINARY

THIS DOCUMENT IS RELEASED FOR THE PURPOSES OF INTERIM REVIEW UNDER THE AUTHORITY OF XXXX X. XXXXX, P.E. XXXXXX ON 11/10/2021. IT IS NOT TO BE USED FOR BIDDING, PERMIT OR CONSTRUCTION PURPOSES.

STOKES & ASSOCIATES, INC.
CONSULTANT ENGINEERS
P.O. BOX 1114 HENDERSON, TEXAS 75653 Tel (903) 657-7558
TEXAS FIRM REGISTRATION NO. F-967 Fax (903) 657-7864

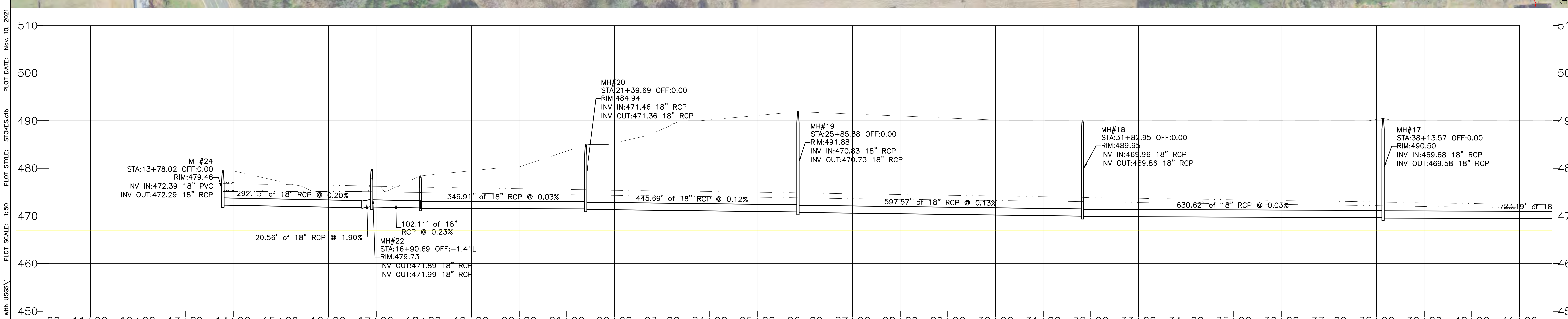
CITY OF JACKSONVILLE CHEROKEE COUNTY, TEXAS

PLANNING AND REHAB
18" CONCRETE SEWER

PROJECT NO.: 030–1923

SHEET IDENTIFICATION: 4

File Name & Layout Name: Sewer Line With USGS.dwg/4



FILE: Y:\...ville\030-2021\Sewer Line with USGS\1 PLOT SCALE: 1:50 PLOT STYLE: STOKES.ctb PLOT DATE: Nov. 10, 2021

MK.	REVISION	BY	CHK.	APP.	DATE
0	ISSUE FOR...	JNH	XXX	SBW	06/28/19

100 0 100 200 HORIZONTAL
SCALE FEET

SEAL:

PRELIMINARY

THIS DOCUMENT IS RELEASED FOR THE PURPOSES OF INTERIM REVIEW UNDER THE AUTHORITY OF XXXX X. XXXXX, P.E. XXXXXX ON 11/10/2021. IT IS NOT TO BE USED FOR BIDDING, PERMIT OR CONSTRUCTION PURPOSES.

STOKES & ASSOCIATES, INC.
CONSULTANT ENGINEERS
P.O. BOX 1114 HENDERSON, TEXAS 75653 Tel (903) 657-7558
TEXAS FIRM REGISTRATION NO. F-967 Fax (903) 657-7864

CITY OF JACKSONVILLE CHEROKEE COUNTY, TEXAS

PLANNING AND REHAB
18" CONCRETE SEWER

PROJECT NO.: 030–1923

SHEET IDENTIFICATION: 1

File Name & Layout Name:
Sewer Line With USGS.dwg/1

Jacksonville City Council

AGENDA ITEM REPORT

AGENDA DATE:	4/12/2022	ITEM NUMBER:	12.
DEPARTMENT:	Administration	PREPARED BY:	James Hubbard, CITY MANAGER
INITIATED BY:	James Hubbard, CITY MANAGER	EXHIBITS:	582-21-22836 - Contract - Final

EXECUTIVE SUMMARY:

Staff recommends City Council approval of a High Hazard Potential Dam Rehabilitation Grant from the Texas Commission on Environmental Quality. The matching grant will provide $58,142 of federal assistance toward an effort to study and determine the feasibility of future improvements to the Lake Acker dam. Lake Acker lies just north of the City’s surface water treatment plant and is a critical component in the production of water. The City’s cost associated with this (65/35) grant is $31,308.

RECOMMENDED ACTION:

This item will change to consideration of a grant contract with TCEQ for engineering analysis for lake Acker and approval of a professional services contract with Auckland Engineering for Lake Acker.

BID AND AWARD:

BUDGET DATA:

BUDGET JUSTIFICATION:

BACKGROUND:
POLICY/GOAL CONSIDERATION:
LEGAL:

Texas Commission on Environmental Quality

CONTRACT SIGNATURE PAGE

Contract Name:	High Hazard Potential Dams (HHPD) Rehabilitation Grant
Contract Number:	582-21-22836
Performing Party:	City of Jacksonville
Performing Party Identification Number:	17560005690
Maximum Authorized Reimbursement:	$58,142.00

Effective Date: Date of last signature

Expiration Date: 08/31/2023

☒ If checked, this Contract requires matching funds. Match Requirement: $31,308.00

☒ If checked, this Contract is funded with federal funds.

CFDA Number: 97.041
Federal Grant Number: EMW-2020-GR-00190

This Contract is entered under: ☐ Gov't Code ch. 771 (Interagency) ☒ Gov't Code ch. 791 (Interlocal)
☐ Water Code § 5.229 (Intergovernmental) ☒ Water Code§ 5.124 (Grant)

The Texas Commission on Environmental Quality (TCEQ), an agency of the State of Texas, and the named Performing Party, a state agency or local government of the State of Texas, enter this agreement (Contract) to cooperatively conduct authorized governmental functions and activities under the laws of the State of Texas.

The Parties agree as follows: (a) to be effective, the Contract must be signed by an authorized official of the TCEQ and the Performing Party; (b) this Contract consists of all documents specified in the list of Contract Documents following this page; and (c) as authorized by TCEQ, Performing Party will conduct Contract Activities as part of its own authorized governmental functions and TCEQ will reimburse Allowable Costs subject to the Texas Uniform Grant Management Standards (UGMS) and this Contract.

Texas Commission on Environmental Quality

____
Authorized Signature

Kelly Cook
Printed Name

Deputy Director, Critical Infrastructure Division
Title

____
Date

____
Procurements & Contracts Representative

Samuel Davis III, CTCM, CTCD
Printed Name

____
Date

City of Jacksonville

____
Authorized Signature

____
Printed Name

____
Title

____
Date

CONTRACT DOCUMENTS LIST

This Contract between TCEQ and Performing Party consists of the Contract Documents listed on this page. Documents on this list include all amendments. In the event of a conflict of terms, the Contract Documents as amended control in the descending order of the list, subject to provisions in the Special Terms and Conditions, if any. All Contract provisions, however, are subject to control by the latest amendment and most specific provision and by the applicable state and federal laws, rules and regulations.

- Contract Signature Page
- Contract Documents List (this page)
- Special Terms and Conditions
- Federal Section (Including Federal Conditions and Completed Forms)
- HHPD Grant FY2020 Notice of Funding Opportunity (NOFO) (incorporated by reference)
- Scope of Work
- General Terms and Conditions
- Cost Budget
- Notices, Project Representatives and Records Locations
- Attachments
    - Attachment A – Financial Status Report
    - Attachment B – Release of Claims
    - Attachment C – Budget Revision Request Form
    - Attachment D – Quarterly Reports Template

SPECIAL TERMS AND CONDITIONS

1. Definitions
   1.1. "Cost Share" or "Local Match" - The value of the Performing Party's in-kind contributions and the portion of the costs of the project or program not borne by TCEQ or the awarding federal agency.
   1.2. "Total Project Cost" is the combined federal and state funding provided by TCEQ and the Cost Share provided by the Performing Party applied towards allowable costs for this Agreement.
2. The Performing Party's Cost Share for this Agreement is 35% of the Total Project Cost.
3. The Total Project Cost amount is identified in the Project Budget Table in Section V. of the Scope of Work and represents the maximum value of this Agreement. The Performing Party is responsible for any funding in excess of Total Project Cost necessary to complete the project and any such additional funding will not be considered part of the Performing Party's Cost Share. Neither TCEQ nor the awarding federal agency are under any obligation to provide additional funding in excess of what is stated in the Project Budget Table.
4. The individual line item amounts identified in the Project Budget Table in Section V. of the Scope of Work represent estimates of the actual costs of each deliverable. Parties may agree in writing to adjust the estimates in the Project Budget Table by moving funds between line items, provided that the Total Project Cost remains unchanged.
5. Within 30 days of execution of this Contract, TCEQ and Performing Party will agree upon due dates in the Schedule of Technical Deliverables identified in the Scope of Work. The Performing Party may request the Schedule of Technical Deliverables be revised by submitting an amended Schedule of Technical Deliverables and the reasons for the changes in writing. TCEQ may accept, reject, or counteroffer with its own revisions. Any amended Schedule of Technical Deliverables must be agreed upon in writing by both parties.
6. TCEQ may by unilateral written amendment extend the Expiration Date for a period of up to one hundred and eighty (180) days. Unless otherwise indicated in the applicable contract amendment, an extension does not extend any other deadlines or due dates other than the expiration of the Contract Period.
7. In addition to the insurance and legal requirements found in the General Terms and Conditions, Performing Party will comply with all applicable state and federal laws and regulations regarding procurement and utilization of any engineering services or construction services for the purposes of this Contract. Performing Party is solely responsible for the means and methods of procuring and overseeing any engineering services and construction services. Performing Party or its subcontractors are also solely responsible for ensuring compliance with any applicable Davis-Bacon prevailing wage provisions, Worker's Compensation, permitting, or bonding requirements.
8. A contract amendment signed by the parties whereby the Personnel Eligibility List and Level-of-Certification form (Sections 4.2 and 4.3 of the General Terms and Conditions, respectively) are incorporated into the Contract is required for any transfer of funds to the Salary/Wages or Fringe Benefits budget categories, or any reimbursement requests in connection with personnel costs incurred by Performing Party.

9. Under Section 161.0085 of the Texas Health and Safety Code, Performing Party certifies that it is not ineligible to receive this Contract.

10. Pursuant to the HHPD Grant Notice of Funding Opportunity (NOFO), if an extension of Performing Party's Local Hazard Mitigation plan was granted by the U.S. Department of Homeland Security (DHS) Federal Emergency Management Agency (FEMA), Performing Party will update, and obtain FEMA's approval of, the Local Hazard Mitigation Plan within 12 months of the date FEMA approved Performing Party's workplan (meaning FEMA's approval of Performing Party's Local Hazard Mitigation Plan will be obtained by or before April 19, 2022). The parties acknowledge this requirement is a material term of the Contract and TCEQ may exercise any remedies available under the Contract, including among other remedies set out under Article 13 of the General Terms and Conditions, recovery of previous payments or rejection of reimbursement requests, if Performing Party fails to timely obtain said approval.

Federal Conditions and Forms

ARTICLE 1. FEDERAL REQUIREMENTS

This Agreement is funded in whole or in part with federal grant money. All applicable requirements of TCEQ's federal grants; 2 Code of Federal Regulations (CFR) Part 200, and any additional federal funding conditions that arise during the Agreement period, are incorporated herein by reference. (TCEQ will provide copies of applicable federal grants or regulations upon request). The term "Performing Party" as used in these *Federal Conditions and Forms* means either Performing Party, Grantee, or Contractor, as applicable.

ARTICLE 2. FEDERAL INTELLECTUAL PROPERTY REQUIREMENTS

A royalty-free, nonexclusive, and irrevocable license to use, copy, publish, and modify any intellectual property to which rights are granted or assigned to TCEQ in this Agreement are also granted to, assigned to, or reserved by the United States Government. All recipients must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 and an acknowledgement of Government sponsorship (including award number) to any work first produced under Federal financial assistance awards, unless the work includes any information that is otherwise controlled by the Government (e.g., classified information or other information subject to national security or export control laws or regulations). All recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from financial assistance awards are in 37 C.F.R. Part 401 and the standard patent rights clause in 37 C.F.R. § 401.14.

ARTICLE 3. ACKNOWLEDGMENT OF FINANCIAL SUPPORT

The Performing Party shall acknowledge the financial support of the TCEQ and the U.S. Department of Homeland Security (DHS) whenever work funded, in whole or part, by this Agreement is publicized or reported in news media or publications. All reports and other documents completed as a part of this Agreement, other than documents prepared exclusively for internal use within the TCEQ, shall carry the following notation on the front cover or title page:

PREPARED IN COOPERATION WITH THE
TEXAS COMMISSION ON ENVIRONMENTAL QUALITY AND
U.S. DEPARTMENT OF HOMELAND SECURITY

This project has been funded wholly or in part by the United States Department of Homeland Security under assistance agreement (number) to Texas Commission on Environmental Quality.

ARTICLE 4. RECYCLED MATERIALS

All recipients must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired by the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

ARTICLE 5. ACCOUNTING SYSTEMS AND PROPERTY MANAGEMENT

1. Performing Party shall have an accounting system which accounts for costs in accordance with generally accepted accounting standards or principles and complies with 2 CFR § 200.49. This system shall provide for the identification, accumulation, and segregation of allowable and unallowable project costs among projects.
2. Performing Party shall comply with the property management requirements of 2 CFR §§ 200.310 through 200.316.

ARTICLE 6. RECORDS, ACCESS, AND AUDIT

1. The Federal Government and its agencies will have the same rights of access to records as are granted to, assigned to, or reserved by the TCEQ under this Agreement. The Performing Party shall maintain fiscal records and supporting documentation for all expenditures of funds pursuant to 2 CFR Part 200, Subparts D and F, as appropriate.
2. In accordance with 2 CFR 200.501(a), the Performing Party shall obtain a single audit if it expends $750,000 or more a year in federal awards.
3. Performing Party must immediately notify the TCEQ of any audit findings specifically related to this award and provide the TCEQ a copy of such findings within three (3) business days after issuance. By submitting an invoice, Financial Status Report, or other financial reporting documentation, Performing Party certifies that it did not receive any audit findings specifically related to this award during the invoicing/reporting period, except for such audit findings Performing Party already provided notice of in accordance with this Section.

ARTICLE 7. SUSPENSION AND DEBARMENT

Performing Party shall fully comply with Subpart C of 2 CFR Part 180, entitled "Responsibilities of Participants Regarding Transactions Doing Business With Other Persons," as implemented and supplemented by 2 CFR Part 1532. Performing Party is responsible for ensuring that any lower tier covered transaction, as described in Subpart B of 2 CFR Part 180, entitled "Covered Transactions," includes a term or condition requiring compliance with Subpart C. Performing Party is responsible for further requiring the inclusion of a similar term or condition in any subsequent lower tier covered transactions. Performing Party acknowledges that failing to disclose the information required under 2 CFR § 180.335 may result in the delay or negation of this agreement or pursuance of legal remedies. Performing Party may access the System for Award Management at: https://www.sam.gov/portal/SAM/#1.

ARTICLE 8. PROHIBITION ON USE OF FEDERAL FUNDS FOR LOBBYING AND LITIGATION

1. The Performing Party agrees to comply with Title 31 U.S.C. § 1352. The Performing Party agrees that none of the funds paid under this Contract will be used to engage in the lobbying of the Federal Government in connection with obtaining any federal contract, grant, or other award, or in litigation against the United States unless authorized under existing law.
2. In accordance with the Byrd Anti-Lobbying Amendment, any recipient who makes a prohibited expenditure under Title 40 CFR Part 34 or fails to file the required certification or lobbying forms shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such expenditure.

ARTICLE 9. CIVIL RIGHTS OBLIGATIONS

1. In carrying out this agreement, the recipient must comply with:
    a. Title VI of the Civil Rights Act of 1964, which prohibits discrimination based on race, color, and national origin, including limited English proficiency (LEP), by entities receiving Federal financial assistance. Implementing regulations are found at 6 C.F.R. Part 21 and 44 C.F.R. Part 7. For additional assistance and information regarding language access obligations, please refer to the DHS

Recipient Guidance https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-accesspeople-limited and additional resources on http://www.lep.gov.

b. Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination against persons with disabilities by entities receiving Federal financial assistance; and

c. The Age Discrimination Act of 1975, which prohibits age discrimination by entities receiving Federal financial assistance.

2. If the recipient is conducting an education program under this agreement, it must also comply with:
   a. Title IX of the Education Amendments of 1972, which prohibits discrimination on the basis of sex in education programs and activities operated by entities receiving Federal financial assistance.

3. In accepting this assistance agreement, the recipient acknowledges it has an affirmative obligation to implement effective Title VI compliance programs and ensure that its actions do not involve discriminatory treatment and do not have discriminatory effects even when facially neutral. The recipient must be prepared to demonstrate that such compliance programs exist and are being implemented or to otherwise demonstrate how it is meeting its Title VI obligations.

4. All recipients must comply with Title VIII of the Civil Rights Act of 1968, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (42 U.S.C. § 3601 et seq.), as implemented by the Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features (see 24 C.F.R. § 100.201).

ARTICLE 10. TRAFFICKING IN PERSONS

1. Prohibition Statement – Performing Party may not engage in severe forms of trafficking in persons during the period of time that the award is in effect; procure a commercial sex act during the period of time of the award; or use forced labor in the performance of the award or subaward under the award.
   a. TCEQ may unilaterally terminate this award, without penalty, if a Performing Party that is a private entity: (1) is determined to have violated an applicable prohibition in the Prohibition Statement above; or (2) has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in the Prohibition Statement through conduct that is either (a) associated with performance under this award; or (b) imputed to the Performing Party using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented at 2 CFR Part 1532. The Performing Party must inform TCEQ immediately of any information you receive from any source alleging a violation of a prohibition in the Prohibition Statement above.
   b. TCEQ's right to terminate unilaterally: (1) implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and (2) is in addition to all other remedies for noncompliance that are available to TCEQ under this award.

ARTICLE 11. MISCELLANEOUS PROVISIONS

1. Drug-Free Workplace. The Performing Party must make an ongoing, good faith effort to maintain a drug-free workplace pursuant to the specific requirements set forth in Title 2 CFR Part 1536. Additionally, in accordance with these regulations, the Performing Party must identify all known workplaces under its federal awards and keep this information on file during the performance of the award.
2. Hotel and Motel Fire Safety Act. Pursuant to 15 USC 2225a, the Performing Party agrees to ensure that all space for conferences, meetings, conventions, or training seminars funded in whole or in part with federal funds complies with the protection and control guidelines of the Hotel and Motel Fire Safety Act (PL 101-391, as amended). Performing Party may search the Hotel-Motel National Master List at https://apps.usfa.fema.gov/hotel/ to see if a property is in compliance, or to find other information about the Act.
3. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment. The Performing Party is prohibited from using grant funds to enter into contracts or subawards (or extend or renew contracts or subawards) with entities that use or provide covered telecommunications equipment or services as described in 2 CFR § 200.216 and Public Law 115-232, Section 889. This prohibition includes in-kind contributions. This provision is subject to the exceptions provided in Public Law 115-232, Section 889.
4. Domestic Preferences for Procurements. In accordance with 2 CFR 200.322, and to the maximum extent practicable, appropriate, and consistent with applicable law, Performing Party will provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this provision must be included in all subawards, contracts, and purchase orders for work or products funded by this award.
5. Religious Liberty. In accordance with 2 CFR § 200.300 and Executive Order 13798, ensure, for states and other public recipients, that subawards are not conditioned in a manner that would disadvantage applicants for subawards based on their religious character.

ARTICLE 12. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) REPORTING

1. In accordance with 2 CFR Part 25, entities that receive subawards from TCEQ that are funded wholly or partially with federal funds must (1) be registered in the System for Award Management (SAM) prior to submitting an application or plan or entering into an agreement; (2) maintain an active SAM registration with current information at all times while the application or plan is under consideration by TCEQ or during the term of the agreement; and (3) provide its Data Universal Numbering System (DUNS) number in each application or plan it submits to TCEQ, unless an exemption applies.
2. No funds may be received or awarded until Performing Party has complied with these requirements and provided a valid DUNS number.
3. Additionally, in accordance with 2 CFR Part 170, if certain elements are met, Performing Party must report the total compensation for each of its five most highly compensated executives for the preceding completed fiscal year.
4. These elements are found on the attached, completed TCEQ Pass-Through Funding Information and Federal Funding Accountability and Transparency Act Reporting Form.

ARTICLE 13. COST AND PRICE OF THIS AGREEMENT

The Performing Party must comply with 2 C.F.R. § 200.323. The Performing Party may request a form from TCEQ to use when performing a cost or price analysis.

ARTICLE 14. DHS REQUIREMENTS

All recipients must acknowledge and agree—and require any sub-recipients, contractors, successors, transferees, and assignees acknowledge and agree—to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

1. Recipients must cooperate with any compliance review or complaint investigation conducted by DHS.

2. Recipients must give DHS access to and the right to examine and copy records, accounts, and other documents and sources of information related to the grant and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance.

3. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.

4. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

5. If, during the past three years, the recipient has been accused of discrimination on the grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status, the recipient must provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to the DHS awarding office and the DHS Office of Civil Rights and Civil Liberties.

6. In the event any court or administrative agency makes a finding of discrimination on grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status against the recipient, or the recipient settles a case or matter alleging such discrimination, recipients must forward a copy of the complaint and findings to the DHS Component and/or awarding office.

The United States has the right to seek judicial enforcement of these obligations.

Instructions on how to fill out the attached Federal Forms:

1. If at any time during the course of the contract you have any federal lobbying to report, you must provide a **Disclosure Regarding Lobbying Form (SF-LLL)** to the TCEQ Project Representative, with quarterly updates. Note, this form is not attached, but may be found online.

2. **TCEQ Pass-Through Funding Information and Federal Funding Accountability and Transparency Act Reporting Form**- Completed prior to contract execution and attached below.

TCEQ

Federal Funding Accountability and Transparency Act

This form is required to be completed by the subrecipient for contracts funded wholly or partially with federal funds by TCEQ. In accordance with 2 Code of Federal Regulation (CFR) Part 170 the Federal Funding Accountability and Transparency Act, TCEQ must collect subrecipient information for transactions $25,000 or greater.

Information completed by TCEQ Program Area:

TCEQ Contract No./PCR	582-21-22836

Information completed by Subrecipient:

Legal Name of Entity	Jacksonville, City of		
DUNS Number + 4	021622832		
Location of Entity	315 S Ragsdale St	Jacksonville, TX	75766-4917
	(address)	(city, state)	(zip + 4)

Exemption from reporting compensation information
* ☒ Please check box for exemption from reporting if in the preceding fiscal year ANY of the following applied:
• Recipient received less than 80% of its annual gross revenues in Federal awards (federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements); or • the recipient received less than $25,000,000 in annual gross revenues from Federal awards; or • the public has access to information about compensation of the senior executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986.

Total Compensation and Names of Top Five Executives (if applicable)

Name	Compensation Amount

Subrecipient Responsible Party

Title	Print Name	Signature/Date
Finance Director	Roxanna Briley	Roxanna Briley 4/28/21

TCEQ-20589 (Rev. 6-29-18)

Federal Funding Accountability and Transparency Act

This form is required to be completed by the subrecipient for contracts funded wholly or partially with Federal funds by TCEQ. In accordance with 2 CFR 170 the Federal Funding Accountability and Transparency Act (FFATA), TCEQ must collect subrecipient information for transactions $25,000 or greater.

FFATA Form Instructions

Information completed by TCEQ Program Area:
This field should be completed by TCEQ program area.

- **TCEQ Contract No./PCR** – Enter the Contract Number and Purchase Contract Request (PCR) generated by BAMS when the original contract is first established. The PCR number does not need to be provided if it is the same as the last five digits of the Contract number.

Information completed by Subrecipient:
Each field requires a response by the subrecipient. If data is not available, the subrecipient should enter an asterisk (*) in the field and provide an explanation.

- **Legal Name of Entity** – Enter name of the subrecipient organization that corresponds with subrecipient's Data Universal Numbering System (DUNS) as it appears in the System for Award Management (SAM) profile, www.sam.gov.
- **DUNS Number + 4** – Enter subrecipient's organization's 9-digit DUNS number as it appears in its SAM Profile and the +4 extension to the DUNS number. The +4 extension is created by registrants in SAM when there is a need for more than one bank/Electronic Funds Transfer (EFT) account for a location.
- **Location of Entity** – Provide address where subrecipient's organization is located as it appears in subrecipient's SAM profile.
- **Total Compensation and Names of Top Five Executives (if applicable)** – As defined in 2 CFR 170.110, you must report Executive Compensation from your preceding fiscal year unless any of the exemption criteria apply.
- **Subrecipient Responsible Party** – The person completing the form should provide title, print name, signature, and date the form was signed.

Return completed and signed form to TCEQ Contract Manager.

TCEQ-20589 (Rev. 6-29-18)

SCOPE OF WORK

I. FACTS AND PURPOSE

The Texas Commission on Environmental Quality (TCEQ) was awarded funding for the Fiscal Year 2020 High Hazard Potential Dams Rehabilitation Grant (HHPD Grant) for distribution to selected grantees. The City of Jacksonville has been selected to receive HHPD Grant funding to complete the Lake Acker Dam Evaluation project. The HHPD Grant funds up to 65% of the selected project, with the remaining cost share funded through a Local Match provided by the Performing Party.

II. TCEQ RESPONSIBLITIES

A. Review Technical Deliverables, within 60 days of submittal. Upon review, TCEQ will respond with either comments or a written approval. If comments are provided, the Performing Party must submit the revised Technical Deliverable by the requested date, after which TCEQ will have an additional 30 days to review the updated deliverable.

B. Assist Performing Party and local hazard mitigation officers to update the local Hazard Mitigation Plan to include all dam risks.

C. Monitor and evaluate the progress and completion of the selected projects.

III. PERFORMING PARTY RESPONSIBLITIES

A. Participate in, and comply with, the National Flood Insurance Program.

B. Act in accordance with the Texas Dam Safety Program statutes and rules provided in the Texas Water Code Section 12.052 and Title 30 Texas Administrative Code Chapter 299.

C. Comply with all requirements of the HHPD Grant Notice of Funding Opportunity (NOFO).

D. Adhere to the City of Jacksonville – Lake Acker Dam Statement of Work from document FY20_HHPD_TX00582_LakeAckerDam_Scope_04.28.21, which is incorporated by reference.

E. Professional services, including engineering services, related to this contract must be procured in accordance with Texas Government Code, Chapter 2254.

F. Any engineering studies, plans, or design drawings and specifications must be approved, signed, and stamped by a qualified design professional registered in Texas. Additionally, studies and plans and specifications must be performed according to TCEQ Dam Safety Guidelines located at the following: https://www.tceq.texas.gov/compliance/investigation/damsafetyprog.html.

G. Submit Technical Deliverables and Quarterly Reports as described in Section IV.

H. Submit invoices as described in Section V.

I. If an extension for the mitigation plan was approved by FEMA, ensure that the Local Hazard Mitigation plan is updated and approved by FEMA by April 19, 2022. This includes the 1-3 month approval process from FEMA. See the Special Terms and Conditions of the Contract.

J. Develop a floodplain management plan by April 4, 2022 and implemented within one year of construction completion.

IV. DESCRIPTION OF DELIVERABLES

A. Technical Deliverables.

1. Within 30 days of execution of this Contract, TCEQ and Performing Party will agree upon a written Schedule of Technical Deliverable due dates for the following:
    - Geophysical Survey of Embankment
    - Geotechnical Field and Laboratory Activities
    - Structural Stability Assessment and Geotechnical Report
    - Civil Engineering and Design
2. The Technical Deliverables can be submitted in hard-copy or in an electronic format agreed to by the Parties.
3. TCEQ will review Technical Deliverables in accordance with Section II., A.

B. Administrative Deliverables.

1. Performing Party must provide Quarterly Reports to TCEQ, using the Quarterly Report Template included as Attachment D, which describes the following:
    a. The activities and developments that have occurred or have shown progress during the quarter, including a comparison of actual accomplishments to the work schedule objectives established in the subaward.
    b. The percent completion and whether the completion of work is on schedule.
    c. A discussion of any problems, delays, or adverse conditions that will impair the ability to meet the timelines stated in the subaward, and the anticipated completion date.
    d. The status of costs and whether the costs are unchanged, overrun, or underrun. If there is a change in the cost status, the report should include a narrative describing the change.
2. Project Management. Performing Party must plan, initiate, and oversee work performed under this Agreement to ensure that the project is completed on budget and within the specified time period. Time spent toward Project Management must be included in each Quarterly Report.

C. The following outlines reporting periods and Quarterly Report due dates:

Quarter	Reporting Period	Performing Party Report Due Date
3	April 1 – June 30	July 15
4	July 1 – September 30	October 15
1	October 1 – December 31	January 15
2	January 1 – March 31	April 15
	Final Report	Within 45 Days after Project Completion

V. BUDGET AND INVOICING

A. Funding is in accordance with the City of Jacksonville – Lake Acker Dam Statement of Work from document FY20_HHPD_TX00582_LakeAckerDam_Scope_04.28.21, budget narrative, and schedule provided by Performing Party, the terms of which are incorporated by reference.

B. Technical Deliverable Invoicing. Each Technical Deliverables may be invoiced after full completion and acceptance by TCEQ.

C. Administrative Invoicing.

1. Cost of administrative functions (e.g. project management, drafting Quarterly Reports) will be reimbursed on a quarterly basis and Administrative Invoices must be submitted with Quarterly Reports.
2. Administrative Invoices must include an organized and detailed breakdown of all costs, including what month each cost was incurred.
3. Invoice submittal extensions must be requested at least one week before due date.
4. Any inappropriate expenditure, including items not related to the project, will result in the invoice being rejected. If an invoice is rejected, the Performing Party must submit a revised invoice by the requested date.

D. Financial Status Report.

1. Each Invoice, regardless of type, must be accompanied by a Financial Status Report (FSR). The FSR Form and instructions are in Attachment A of the Contract Documents.
2. The approved budget column of the FSR is established by the City of Jacksonville – Lake Acker Dam Statement of Work from document FY20_HHPD_TX00582_LakeAckerDam_Scope_04.28.21,

budget narrative, and schedule provided by Performing Party, the terms of which are incorporated by reference.

3. The Performing Party must indicate the Local Match amount on each FSR.
4. The final FSR submitted must be conspicuously marked "FINAL."

E. Performing Party must provide a signed Release of Claims (Attachment B) within 30 days after receipt of payment for the final invoice.

F. The following Project Budget Table summarizes the budget totals and Federal and Local Cost Shares for this project:

Project Budget Table	
Deliverable Description	**Project Costs**[1]
Geophysical Survey of Embankment	$ 9,620.00
Geotechnical Field and Laboratory Activities	$ 29,900.00
Structural Stability Assessment and Geotechnical Report	$ 22,430.00
Civil Engineering and Design	$ 27,500.00
Total Project Cost	**$ 89,450.00**
Federal Funds Total	**$ 58,142.00**
Local Match Total	**$ 31,308.00**

[1] Individual line item amounts are estimates while the Total Project Cost, Federal Funds Total, and Local Match Total are fixed.

GENERAL TERMS AND CONDITIONS

1. CONTRACT PERIOD

1.1. **Contract Period.** The Contract begins on the Effective Date and ends on the Expiration Date as provided on the Contract Signature Page. If no Effective Date is provided, the Effective Date of the Contract is the date of last signature. If no Expiration Date is provided, the Expiration Date is August 31 of the same Fiscal Year in which the Contract is signed.

1.2. **Amendments.** This Contract is not subject to competitive selection requirements and may be amended by mutual agreement. Except as specifically allowed by the Contract, all changes to the Contract require a written amendment that is signed by both parties.

1.2.1. Material Changes. Material changes to the contract require a written amendment signed by both parties. These Amendments take effect when signed by the Contractor and TCEQ, unless otherwise designated in the Amendment. Material changes include the following:

1.2.1.1. Changes in the total amount of funds in the Budget or the Contract;

1.2.1.2. Changes to the Contract's Expiration Date;

1.2.1.3. Changes to the Scope of Work that affect TCEQ's obligations to the entity providing funding, such as the United States Environmental Protection Agency (EPA), another state or federal agency, or the Texas Legislature; and

1.2.1.4. Changes that affect the material obligations of the Performing Party in this Contract.

1.2.2. Unilateral Amendments. As specifically allowed by the Contract, TCEQ may issue unilateral amendments. Unilateral amendments take effect when issued by TCEQ.

1.2.3. Minor Changes. The TCEQ Contract Manager and/or the TCEQ Project Manager has the authority, without a formal Amendment, to correct typographical errors; make written Contract interpretations; and make minor, non-material changes to the requirements in the Scope of Work, the Procedures for Work Orders, or the Work Orders (Work Orders include Proposals for Grant Activities); or as agreed to elsewhere in the Contract. Contractor must provide TCEQ with a written objection to any Notice of Interpretation no later than five (5) business days from the effective date of the Notice. A copy of the agreed change must be retained in the appropriate file by both the Performing Party and TCEQ.

1.2.3.1. Minor, non-material changes include:

1.2.3.1.1. Changes to the schedule in the Scope of Work including an extension of a deliverable due date, not to exceed the expiration date of the Contract;

1.2.3.1.2. Changes to the schedule in the Work Order including an extension of a deliverable due date, not to exceed the expiration date of the Work Order;

1.2.3.1.3. Changes to the individual tasks/activities in the Scope of Work or Work Order, if applicable, that do not substantially change the obligations of the Parties relative to those tasks/activities;

1.2.4. It is the Performing Party's responsibility to request extensions to the deliverable schedule and other changes that are within the authority of TCEQ.

1.3. **Extensions.** TCEQ may by unilateral written amendment extend the Expiration Date for a period of up to 90 days. Unless otherwise indicated in the applicable contract amendment, an extension does not extend any other deadlines or due dates other than the expiration of the Contract Period.

2. FUNDS

2.1 **Availability of Funds.** This Contract and all claims, suits or obligations arising under or related to this Contract are subject to the receipt and availability of funds appropriated by the Texas Legislature for the purposes of this Contract or the respective claim, suit or obligation, as applicable. Performing Party will ensure that this article is included in any subcontract it awards.

2.2 **Maximum Authorized Reimbursement.** The total amount of funds provided by TCEQ for the Contract will not exceed the amount of the Maximum Authorized Reimbursement as shown on the Contract Signature Page.

2.3 **Fiscal Year Restrictions.** In order to be reimbursed under this Contract, costs must be incurred during the Contract Period and within the time limits applicable to the funds from which the Contract is being paid. TCEQ is under no obligation to offer deadline extensions which extend to the maximum availability of the contract funding source.

2.4 **Grants.** If this Contract was entered under the TCEQ's authority to award grants, TCEQ is providing financial assistance to the recipient to undertake its own project.

2.5 **No Debt against the State.** This Contract is contingent on the continuing appropriation of funds. This Contract shall not be construed to create debt against the State of Texas.

2.6 **Abortion Funding Limitation.** Performing Party represents and warrants that payments made by TCEQ to Performing Party and Performing Party's receipt of appropriated funds under the contract are not prohibited by Article IX, Section 6.25 of the General Appropriations Act, 86th Legislative Session (2019), nor by Texas Government Code Chapter 2272 *Prohibited Transactions* [Senate Bill 22, 86th Legislative Session (2019)].

2.7 **Excluded Parties.** Performing Party represents and warrants that it is not listed in the prohibited vendors lists authorized by Executive Order No. 13224, "Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism," published by the United States Department of the Treasury, Office of Foreign Assets Control. Performing Party will notify TCEQ if it can no longer make this representation.

3. ALLOWABLE COSTS

3.1 **Conforming Activities.** TCEQ will reimburse the Performing Party for necessary and reasonable Allowable Costs that are incurred and paid by the Performing Party in performance of the Scope of Work as authorized by this Contract in the Cost Budget or Fixed Payment Amounts.

3.2 **UGMS.** Allowable Costs are restricted to costs that comply with the Texas Uniform Grant Management Standards (UGMS) and applicable state and federal rules and law. The parties agree that all the requirements of the UGMS apply to this Contract, including the criteria for Allowable Costs. UGMS is defined to include its successor guidance, Texas Grant Management Standards, the terms of which shall control for purposes of this contract effective January 1, 2022. Additional federal requirements apply if this Contract is funded, in whole or in part, with federal funds.

4. REIMBURSEMENT

4.1. **Reimbursement Requests.** Performing Party shall invoice TCEQ to request reimbursement for its Allowable Costs for performing the Scope of Work. Performing Party's invoice shall conform to all reimbursement requirements specified by TCEQ.

4.2. **Personnel Eligibility List (PEL).** Performing Party must submit a completed Personnel Eligibility List (PEL) prior to starting activities under this Contract and an updated PEL with any invoice following changes to the information provided in the most recent PEL. If a Contract amendment is necessary due to changes reflected on the PEL, Performing Party must immediately submit an updated PEL with a request to amend the Contract.

4.3. **Level-of-Effort Certification (LEC).** Performing Party must complete the attached Level-of-Effort Certification (LEC) for salaried employees performing work under this Contract. LEC must be completed monthly and LEC(s) must be submitted with each invoice, except for nonexempt employees, for which the Performing Party must submit time sheets. Performing Party may develop and use its own LEC method, which must be reviewed and approved by TCEQ prior to implementation. The LEC method must meet the following requirements and all other federal and state requirements regarding documentation for personnel expenses:

a. Reflect an after-the-fact distribution of the actual activity of each employee;

b. Account for the total activity for which each employee is compensated, including activities not performed under this Contract;

c. Be prepared at least monthly and must coincide with one or more pay periods; and

d. Be signed, physically or electronically, by the employee and the supervisory official having first-hand knowledge of the work performed by the employee. The employee's signature is not required in the event the employee cannot be reached due to termination of employment, lack of forwarding address, death or other documented reason.

4.4. **Conditional Payments.** Reimbursements are conditioned on the Scope of Work being performed in compliance with the Contract. Performing Party shall return payment to TCEQ for either overpayment or activities undertaken that are not compliant with the Scope of Work. This does not limit or waive any other TCEQ remedy.

4.5. **No Interest for Delayed Payment.** Because the Performing Party is not a vendor of goods and services within the meaning of Texas Government Code Chapter 2251, no interest is applicable in the case of late payments.

4.6. **Release of Claims.** As a condition to final payment or settlement, or both, the Performing Party shall execute and deliver to the TCEQ a release of all claims against the TCEQ for payment under this Contract.

4.7. **State Agencies/Institutions of Higher Education.** If the Contractor is a State agency or institution of higher education payments must be made via interagency transaction voucher (ITV), please provide a Recurring Transaction

Index (RTI) number on the face of the invoice OR if payments are to be deposited into a local bank account, the following statement must be placed on the face of the invoice: "Funds to be deposited into local bank account." For additional information, please refer to the Texas Comptroller's Accounting Policy Statement (APS) 014.

5. FINANCIAL RECORDS, ACCESS AND AUDITS

5.1 **Audit of Funds.** The Performing Party understands that acceptance of funds under this Contract acts as acceptance of the authority of the State Auditor's Office, or any successor agency, to conduct an audit or investigation in connection with those funds. Performing Party further agrees to fully cooperate with the State Auditor's Office or its successor in the conduct of the audit or investigation, including providing all records requested. Performing Party shall ensure that this clause concerning the audit of funds accepted under this Contract is included in any subcontract it awards.

5.2 **Financial Records.** Performing Party shall establish and maintain financial records including records of costs of the Scope of Work in accordance with generally accepted accounting practices. Upon request Performing Party shall submit records in support of reimbursement requests. Performing Party shall allow access during business hours to its financial records by TCEQ and other state agencies for the purpose of inspection and audit. Financial records regarding this contract shall be retained for a period of three (3) years after date of submission of the final reimbursement request.

6. PERFORMING PARTY'S RESPONSIBILITIES

6.1 **Performing Party's Responsibility for the Scope of Work.** Performing Party undertakes performance of the Scope of Work as its own project and does not act in any capacity on behalf of the TCEQ nor as a TCEQ agent or employee. Performing Party agrees that the Scope of Work is furnished and performed at Performing Party's sole risk as to the means, methods, design, processes, procedures and performance.

6.2 **Standard Assurances**. Performing Party assures compliance with the provisions found in UGMS III Subpart B, _.14 State assurances, that are applicable to this Contract.

6.3 **Independent Contractor.** The parties agree that the Performing Party is an independent contractor. Nothing in this Contract shall create an employee-employer relationship between Performing Party and TCEQ. Nothing in this Contract shall create a joint venture between TCEQ and the Performing Party.

6.4 **Performing Party's Responsibilities for Subcontractors.** All acts and omissions of subcontractors, suppliers and other persons and organizations performing or furnishing any of the Scope of Work under a direct or indirect contract with Performing Party shall be considered to be the acts and omissions of Performing Party.

6.5 **No Third Party Beneficiary.** TCEQ does not assume any duty to exercise any of its rights and powers under the Contract for the benefit of third parties. Nothing in this Contract shall create a contractual relationship between TCEQ and any of the Performing Party's subcontractors, suppliers or other persons or organizations with a contractual relationship with the Performing Party.

6.6 **Cybersecurity Training.** Performing Party shall ensure that any Performing Party representative (employee, officer, or subcontractor personnel) who has Access to a TCEQ Computer System or Database completes a cybersecurity training program certified by the Texas Department of Information Resources (DIR) under § 2054.519 of the Texas Government Code, during the term of the Contract and each renewal.

6.6.1. "Access to TCEQ Computer System or Database" means having a TCEQ network user account or the authorization to maintain, modify, or allow access control to any TCEQ web page, TCEQ computer system or TCEQ database.

6.6.2. Within seven (7) days after the execution of the Contract and any renewals, Performing Party shall provide a list of persons requiring training to the TCEQ Contract Manager, and thereafter provide an updated list by the first workday of any additional person who becomes subject to the training requirements. For applicable umbrella contracts, Contractor shall provide a list of any persons requiring training within seven (7) days of issuance of Notice to Proceed/Commence for any Work Order/Proposal for Grant Activities that requires Access to a TCEQ Computer System or Database.

6.6.3. If a Performing Party representative has previously completed a DIR-certified cybersecurity training during the term of the Contract or renewal, Contractor shall provide evidence that the Performing Party representative completed the required training to the TCEQ Contract Manager within seven (7) days after the execution of the Contract or as applicable, the issuance of Notice to Proceed/Commence for any Work Order/Proposal for Grant Activities that requires Access to a TCEQ Computer System or Database.

6.6.4. For the term of the Contract and each renewal, all Performing Party representatives subject to the training requirement must complete DIR-certified training within seven (7) calendar days after TCEQ provides access to the training, unless the Performing Party provides evidence to TCEQ that the Performing Party representative previously completed the required training. Performing Party shall retain in their records, and upon request, provide the TCEQ Contract Manager evidence that the training was successfully completed.

6.6.5. Performing Party shall notify the TCEQ Contract Manager within two (2) business days when a person with Access to a TCEQ Computer System or Database no longer needs Access to such Computer System or Database.

6.6.6. TCEQ may terminate the Contract for Cause if Performing Party fails to adhere to any of the above terms, including completing the required certified cybersecurity training or notifying the TCEQ Contract Manager when access is no longer needed.

6.6.7. TCEQ may terminate the Contract for Cause if a Performing Party's representative misuses a TCEQ Computer System or Database, including allowing multiple individuals to utilize a single individual's TCEQ network user account.

7. TIME AND FORCE MAJEURE

7.1 **Time is of the Essence.** Performing Party's timely performance is a material term of this Contract.

7.2 **Delays.** Where Performing Party's performance is delayed, except by Force Majeure or act of the TCEQ, TCEQ may withhold or suspend reimbursement, terminate the Contract for cause, or enforce any of its other rights (termination for convenience may be effected even in case of Force Majeure or act of TCEQ).

7.3 **Force Majeure.** Force majeure is defined as acts of God, war, fires, explosions, hurricanes, floods, or other causes that are beyond the reasonable control of either party, could not reasonably be foreseen, and by the exercise of all reasonable due diligence, is unable to be overcome by either party. Neither party shall be liable to the other for any failure or delay of performance of any requirement included in the contract caused by force majeure. Upon timely notice by the non-performing party, the time for performance shall be extended for a reasonable period after the causes of delay or failure have been removed provided the non-performing party exercises all reasonable due diligence to perform. The non-performing party must provide evidence of any failure resulting in impossibility to perform.

8. CONFLICT OF INTEREST

Performing Party shall have a policy governing disclosure of actual and potential conflicts of interests. Specifically, for work performed under this Contract by Performing Party or any related entity or individual, Performing Party shall promptly disclose in writing to TCEQ any actual, apparent, or potential conflicts of interest, including but not limited to disclosure of:

i. Any consulting fees or other compensation paid to employees, officers, agents of Performing Party, or members of their immediate families, or paid by subcontractor or subrecipients; or
ii. Any organizational conflicts of interest between Performing Party and its subcontractors or subrecipients under a subaward.

No entity or individual with any actual, apparent, or potential conflict of interest will take part in the performance of any portion of the Scope of Work, nor have access to information regarding any portion of the Scope of Work, without TCEQ's written consent in the form of a unilateral amendment. Performing Party agrees that TCEQ has sole discretion to determine whether a conflict exists, and that a conflict of interest is grounds for termination of this Contract.

9. DATA AND QUALITY

9.1 **Quality and Acceptance.** All work performed under this Contract must be complete and satisfactory in the reasonable judgment of the TCEQ. All materials and equipment shall be handled in accordance with instructions of the applicable supplier, except as otherwise provided in the Contract.

9.2 **Quality Assurance.** All work performed under this Contract that involves the acquisition of environmental data will be performed in accordance with a TCEQ-approved Quality Assurance Project Plan (QAPP) meeting all applicable TCEQ and EPA requirements. Environmental data includes any measurements or information that describe environmental processes, location, conditions, ecological or health effects and consequences. Environmental data includes information collected directly from measurements, produced from models, and compiled from other sources such as databases or literature. No data collection or other work covered by this requirement will be implemented prior to Performing Party's receipt of the QAPP signed by TCEQ and, if necessary, the EPA. Without prejudice to any other remedies available to TCEQ, TCEQ may refuse reimbursement for any environmental data acquisition performed prior to approval of a QAPP by TCEQ and, if necessary, the EPA. Also, without prejudice to any other remedies available to TCEQ, Performing Party's failure to meet the terms of the QAPP may result in TCEQ's suspension of associated activities and non-reimbursement of expenses related to the associated activities.

9.3 **Laboratory Accreditation.** Any laboratory data or analyses provided under this Contract must be prepared by a laboratory that is accredited by TCEQ according to 30 Texas Administrative Code Chapter 25, subchapters A and B, unless TCEQ agrees in writing to allow one of the regulatory exceptions specified in 30 Texas Administrative Code Section 25.6.

10. INTELLECTUAL PROPERTY

10.1. **Third Party Intellectual Property.** Unless specifically modified in an amendment or waived in a unilateral amendment, Performing Party must obtain all intellectual property licenses expressly required in the Scope of Work, or incident to the use or possession of any deliverable under the Contract. Performing Party shall obtain and furnish to TCEQ: documentation on the use of such intellectual property, and a perpetual, irrevocable, enterprise-wide license to reproduce, publish, otherwise use, or modify such intellectual property and associated user documentation, and to authorize others to reproduce, publish, otherwise use, or modify such intellectual property for TCEQ non-commercial purposes, and other purposes of the State of Texas.

10.2. **Grant of License.** Performing Party grants to TCEQ a nonexclusive, perpetual, irrevocable, enterprise-wide license to reproduce, publish, modify or otherwise use for any non-commercial TCEQ purpose any preexisting intellectual property belonging to the Performing Party that is incorporated into any new works created as part of the Scope of Work, intellectual property created under this Contract, and associated user documentation.

11. INSURANCE AND INDEMNIFICATION

11.1 **Insurance.** Unless prohibited by law, the Performing Party shall require its contractors to obtain and maintain during the Contract Period adequate insurance coverage sufficient to protect the Performing Party and the TCEQ from all claims and liability for injury to persons and for damage to property arising from the Contract. Unless specifically waived by the TCEQ, sufficient coverage shall include Workers Compensation and Employer's Liability Insurance, Commercial Automobile Liability Insurance, and Commercial General Liability Insurance.

11.2 **Indemnification.** TO THE EXTENT AUTHORIZED BY LAW, THE PERFORMING PARTY SHALL REQUIRE ALL CONTRACTORS PERFORMING CONTRACT ACTIVITIES ON BEHALF OF PERFORMING PARTY TO INDEMNIFY, DEFEND, AND HOLD HARMLESS THE TCEQ AND PERFORMING PARTY AND THEIR OFFICERS, AND EMPLOYEES, FROM AND AGAINST ALL LOSSES, LIABILITIES, DAMAGES, AND OTHER CLAIMS OF ANY TYPE ARISING FROM THE PERFORMANCE OF CONTRACT ACTIVITIES BY THE CONTRACTOR OR ITS SUBCONTRACTORS, SUPPLIERS AND AGENTS, INCLUDING THOSE ARISING FROM DEFECT IN DESIGN, WORKMANSHIP, MATERIALS, OR FROM INFRINGEMENT OF ANY PATENT, TRADEMARK OR COPYRIGHT; OR FROM A BREACH OF APPLICABLE LAWS, REGULATIONS, SAFETY STANDARDS OR DIRECTIVES. THE DEFENSE OF TCEQ SHALL BE SUBJECT TO THE AUTHORITY OF THE OFFICE OF THE ATTORNEY GENERAL OF TEXAS TO REPRESENT TCEQ. THIS CONVENANT SURVIVES THE TERMINATION OF THE CONTRACT.

12. TERMINATION

12.1 **Termination for Cause.** TCEQ may, upon providing 10 days' written notice and the opportunity to cure to the Performing Party, terminate this Contract for cause if Performing Party materially fails to comply with the Contract including any one or more of the following acts or omissions: nonconforming work, or existence of a conflict of interest. Termination for cause does not prejudice TCEQ's other remedies authorized by this Contract or by law.

12.2 **Termination for Convenience.** TCEQ may, upon providing 10 days' written notice to the Performing Party, terminate this Contract for convenience. Termination shall not prejudice any other right or remedy of TCEQ or the Performing Party. Performing Party may request reimbursement for: conforming work and timely, reasonable costs directly attributable to termination. Performing Party shall not be paid for: work not performed, loss of anticipated profits or revenue, consequential damages or other economic loss arising out of or resulting from the termination.

12.3 If, after termination for cause by TCEQ, it is determined that the Performing Party had not materially failed to comply with the Contract, the termination shall be deemed to have been for the convenience of TCEQ.

13. DISPUTES, CLAIMS AND REMEDIES

13.1 **Payment as a Release.** Neither payment by TCEQ nor any other act or omission other than an explicit written release, in the form of a unilateral amendment, constitutes a release of Performing Party from liability under this Contract.

13.2 **Schedule of Remedies available to the TCEQ.** In accordance with Texas Government Code Chapter 2261 the following Schedule of Remedies applies to this Contract. In the event of Performing Party's nonconformance, TCEQ may do one or more of the following:

13.2.1. Issue notice of nonconforming performance;

13.2.2. Reject nonconforming performance and request corrections without charge to the TCEQ;

13.2.3. Reject a reimbursement request or suspend further payments, or both, pending accepted revision of the nonconformity;

13.2.4. Suspend all or part of the Contract Activities or payments, or both, pending accepted revision of the nonconformity;

13.2.5. Demand restitution and recover previous payments where performance is subsequently determined nonconforming;

13.2.6. Terminate the contract without further obligation for pending or further payment by the TCEQ and receive restitution of previous payments.

13.3 Opportunity to Cure. The Performing Party will have a reasonable opportunity to cure its nonconforming performance, if possible under the circumstances.

13.4 Cumulative Remedies. Remedies are cumulative; the exercise of any remedy under this Contract or applicable law does not preclude or limit the exercise of any other remedy available under this Contract or applicable law.

14. SOVEREIGN IMMUNITY

The parties agree that this Contract does not waive any sovereign immunity to which either party is entitled by law.

15. SURVIVAL OF OBLIGATIONS.

Except where a different period is specified in this Contract or applicable law, all representations, indemnifications, and warranties made in, required by or given in accordance with the Contract, as well as all continuing obligations indicated in the Contract, survive for four (4) years beyond the termination or completion of the Contract, or until four (4) years after the end of a related proceeding. A related proceeding includes any litigation, legal proceeding, permit application, or State Office of Administrative Hearings proceeding, which is brought in relation to the Contract or which in TCEQ's opinion is related to the subject matter of the Contract. Either party shall notify the other of any related proceeding if notice of the proceeding has not been provided directly to that other party.

16. CONTRACT INTERPRETATION

16.1 **Definitions.** The word "include" and all forms such as "including" mean "including but not limited to" in the Contract and in documents issued in accordance with the Contract, such as Work Orders or Proposals for Grant Activities (PGAs).

16.2 **Headings.** The headings of the sections contained in this Contract are for convenience only and do not control or affect the meaning or construction of any provision of this Contract.

16.3 **Delivery of Notice.** Notices are deemed to be delivered three (3) working days after postmarked if sent by U.S. Postal Service certified or registered mail, return receipt requested. Notices delivered by other means are deemed delivered upon receipt by the addressee. Routine communications may be made by first class mail, facsimile transmission, email, or other commercially accepted means.

16.4 **Interpretation of Time.** All days are calendar days unless stated otherwise. Days are counted to exclude the first and include the last day of a period. If the last day of the period is a Saturday or Sunday or a state or federal holiday, it is omitted from the computation.

16.5 **State, Federal Law.** This Contract is governed by, and interpreted under the laws of the State of Texas, as well as applicable federal law.

16.6 **Severability.** If any provision of this Contract is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void or unenforceable, it shall be deemed severable (to the extent of such illegality, invalidity or unenforceability) and the remaining part of the provision and the rest of the provisions of this Contract shall continue in full force and effect. If possible, the severed provision shall be deemed to have been replaced by a valid provision having as near an effect to that intended by the severed provision as will be legal and enforceable.

16.7 **Assignment.** No delegation of the obligations, rights, or interests in the Contract, and no assignment of payments by Performing Party will be binding on TCEQ without its written consent, except as restricted by law. No assignment will release or discharge the Performing Party from any duty or responsibility under the Contract.

16.8 **Venue.** Performing Party agrees that the Contract is being performed in Travis County, Texas, because this Contract has been performed or administered, or both, in Travis County, Texas. The Performing Party agrees that any cause of action involving this Contract arises solely in Travis County, Texas.

16.9 **Publication.** Performing Party agrees to notify TCEQ five (5) days prior to the publication or advertisement of information related to this Contract. Performing Party agrees not to use the TCEQ logo or the TCEQ graphic as an advertisement or endorsement without written permission signed by the appropriate TCEQ authority.

16.10 **Waiver.** With the exception of an express, written waiver in the form of a unilateral amendment signed by TCEQ, no act or omission will constitute a waiver or release of Performing Party's obligation to perform conforming

Contract Activities. No waiver on one occasion, whether expressed or implied, shall be construed as a waiver on any other occasion.

16.11 **Compliance with Laws.** TCEQ relies on Performing Party to perform all Contract Activities in conformity with all applicable laws, regulations, and rules and obtain all necessary permits and licenses.

16.12 **Counterparts.** This Contract may be signed in any number of copies. Each copy when signed is deemed an original and each copy constitutes one and the same Contract.

16.13 **Accessibility.** All electronic content and documents created as deliverables under this Contract must meet the accessibility standards prescribed in 1 Texas Administrative Code sections 206.50 and 213 for state agency web pages, web content, software, and hardware, unless TCEQ agrees that exceptions or exemptions apply.

Cost Budget – Matching Funds

1. **Budget**. Authorized budgeted expenditures for work performed are as follows:

Budget Category	**Total Project Costs**
Salary / Wages	$
Fringe Benefits	$
Travel	$
Supplies	$
Equipment	$
Contractual	$89,450.00
Construction	$
Other	$
Total Direct Cost	$
Other In-kind Contributions	$
Total Contract Cost	**$89,450.00**
Cost Share (35%)	**$31,308.00**
TCEQ Reimbursement Amount (65%)	**$58,142.00**

2. **Matching Funds.** This Contract requires matching funds.

Performing Party must match TCEQ expenditures by contributing 35% of the total project costs as shown above. Each invoice must demonstrate that the Performing Party is contributing the required match for the period specified on the invoice.

3. **Other**. If Budget Category “Other” is greater than $25,000 or more than 10% of budget total, identify the main constituents:
4. **Travel**. In order to be reimbursable, travel costs must be specifically authorized in advance of the travel. Travel costs will be reimbursed only in the amount of actual costs, up to the maximum allowed by law for employees of the State of Texas at the time the cost is incurred.
5. **Budget Categories**. The Budget Categories above have the definitions, requirements and limitations stated in UGMS. Construction costs are not reimbursable without prior, specific written authorization from TCEQ.
6. **Budget Control**.
   a. **Cumulative transfers equal to or less than 10% of the Total Budget.** Performing Party may transfer amounts between the approved direct cost budget categories so long as cumulative transfers from direct cost budget categories during the Contract Period do not exceed ten percent (10%) of the

Total Budget amount. Performing Party must timely submit a Budget Revision Request (BRR) Form reflecting the revised budget. Upon approval by TCEQ, the BRR will be incorporated into this Contract as though it is a document revised under General Term and Condition Section 1.2. The 10% limit does not reset with the approval of each BRR. It resets when an amendment is signed by the parties reflecting changes to the budget.

b. **Cumulative transfers greater than 10% of the Total Budget.** TCEQ must **pre-approve in writing** all budget revisions that result in the cumulative transfer from direct cost budget categories of funds greater than 10% of the Total Budget during the Contract Period. The Performing Party must request to amend the Contract. A contract amendment is required **before** Performing Party incurs these costs.

c. Performing Party may not transfer amounts to budget categories containing zero dollars without TCEQ pre-approval in writing.

7. **Invoice Submittal**. Unless otherwise stipulated in the Contract, invoices must be submitted to the individual named in TCEQ Project Representatives and Records Location at monthly intervals. Final invoices shall be submitted within 45 days after completing the Scope of Work activities. TCEQ may unilaterally extend this deadline by e-mail.

   a. All invoices must be submitted in a format that clearly shows how the budget control requirement is being met.

8. **Supporting Records**. Performing Party shall submit records and documentation to TCEQ as appropriate for the review and approval of reimbursing costs. TCEQ may reject invoices without appropriate supporting documentation. TCEQ has the right to request additional documentation such as expenses for the invoice period, year-to-date expenses, projected totals for the year (or applicable contract period), percent of budget spent to date, and percentage of budget projected to be spent. Performing Party shall maintain records subject to the terms of this Contract.

NOTICES, PROJECT REPRESENTATIVES, AND RECORDS LOCATION

1. **Representatives.** The individual(s) named below are the representatives of TCEQ and Contractor. They are authorized to give and receive communications and directions on behalf of the TCEQ and Contractor as indicated below. All communications including official contract notices must be addressed to the appropriate representative or his or her designee.
2. **Changes in Information.** Either party may change its information in this Notices, Project Representatives and Records Location document by providing notice to the other party's representative for contractual matters.
3. **TCEQ Representatives**

TCEQ CONTRACT MANAGER
(for Contractual Matters)

Deanna Sivek
Contract Manager
P.O. Box 13087, MC 177
Austin, Texas 78711-3087
Telephone No.: (512) 239-5074
Facsimile No.: (512) 239-0404
Email Address: deanna.sivek@tceq.texas.gov

TCEQ PROJECT MANAGER
(for Technical Matters)

Trina Lancaster
Project Manager
P.O. Box 13087, MC 177
Austin, Texas 78711-3087
Telephone No.: (512) 239-4283
Facsimile No.: (512) 239-0404
Email Address: Trina.Lancaster@tceq.texas.gov

4. **Contractor Representatives**

City of Jacksonville
(for Contractual Matters)

Randall Chandler
(Name)

Director of Community and Public Services
(Title)

1220 South Bolton
(Mailing Address)

Jacksonville Texas 75766
(City) (State) (Zip Code)

Telephone No.: (903) 589-3510
Facsimile No.: (___) ___-_____
Email Address:
randall.chandler@jacksonvilletx.org

Auckland Consulting, LLC
(for Technical Matters)

John J. Tayntor, PE
(Name)

Project Engineer
(Title)

PO Box 8155
(Mailing Address)

Jacksonville Texas 75766
(City) (State) (Zip Code)

Telephone No.: (903) 483-1568
Facsimile No.: (903) 795-3021
Email Address: john@auckland-consulting.com

5. **Invoice Submittal.** Invoices must be submitted to the TCEQ Contract Manager.
6. **Designated Location for Records Access and Review.** Contractor designates the physical location indicated below for record access and review pursuant to any applicable provision of this contract:

1220 South Bolton, Jacksonville, Texas 75766
(Physical Location)

Attachment A:
Financial Status Report

Texas Commission on Environmental Quality
FINANCIAL STATUS REPORT

<table>
<tr><td>1.</td><td colspan="4">STATE AGENCY ORGANIZATION UNIT TO WHICH REPORT IS SUBMITTED:</td><td colspan="4">TCEQ</td></tr>
<tr><td>2.</td><td colspan="2">GRANT/CONTRACT TITLE:</td><td colspan="6"></td></tr>
<tr><td></td><td colspan="8">582-21-22836</td></tr>
<tr><td>3.</td><td colspan="4">PAYEE IDENTIFICATION NUMBER:</td><td>4.</td><td colspan="3">RECIPIENT ORGANIZATION (NAME AND COMPLETE ADDRESS, INCLUDING ZIP CODE) :</td></tr>
<tr><td></td><td colspan="4"></td><td></td><td colspan="3"></td></tr>
<tr><td>5.</td><td colspan="4">TCEQ CONTRACT NUMBER:</td><td></td><td colspan="3"></td></tr>
<tr><td></td><td colspan="4"></td><td></td><td colspan="3"></td></tr>
<tr><td>6.</td><td>FINAL REPORT:</td><td>YES</td><td colspan="2">NO</td><td></td><td colspan="3"></td></tr>
<tr><td>7.</td><td>ACCOUNTING BASIS:</td><td>CASH</td><td colspan="2">ACCRUAL</td><td></td><td colspan="3"></td></tr>
<tr><td>8.</td><td colspan="4">TOTAL PROJECT/GRANT PERIOD:</td><td>9.</td><td colspan="3">PERIOD COVERED BY THIS REPORT:</td></tr>
<tr><td></td><td>FROM</td><td></td><td>TO</td><td></td><td></td><td>FROM</td><td>TO</td><td></td></tr>
<tr><td>10.</td><td colspan="2">Item Description:</td><td colspan="2">Approved Budget</td><td colspan="2">Project Cost This Report</td><td>Cumulative Project Cost</td><td>Balance **</td></tr>
<tr><td>a.</td><td colspan="2">Geophysical Survey of Embankment</td><td colspan="2">$9,620.00</td><td colspan="2">*</td><td></td><td></td></tr>
<tr><td>b.</td><td colspan="2">Geotechnical Field and Laboratory Activities</td><td colspan="2">$29,900.00</td><td colspan="2">*</td><td></td><td></td></tr>
<tr><td>c.</td><td colspan="2">Structural Stability Assessment and Geotechnical Report</td><td colspan="2">$22,430.00</td><td colspan="2">*</td><td></td><td></td></tr>
<tr><td>d.</td><td colspan="2">Civil Engineering and Design</td><td colspan="2">$27,500.00</td><td colspan="2">*</td><td></td><td></td></tr>
<tr><td>i.</td><td colspan="2">Project Total</td><td colspan="2">$89,450.00</td><td colspan="2"></td><td></td><td></td></tr>
<tr><td>j.</td><td colspan="2">Federal Funds Total (65%)</td><td colspan="2">$58,142.00</td><td colspan="2"></td><td></td><td></td></tr>
<tr><td>l.</td><td colspan="2">Recipient Cost Share (35%)</td><td colspan="2">$31,308.00</td><td colspan="2"></td><td></td><td></td></tr>
<tr><td>*</td><td colspan="8">List (Itemize) on the appropriate supplemental form all component expenses comprising the total for each of these categories.
Please attach receipts, as required, in accordance with Attachment B of your contract.</td></tr>
<tr><td>**</td><td colspan="8">Negative balances in any of the budget categories should be explained in a brief accompanying narrative.</td></tr>
<tr><td>11.</td><td colspan="8">CERTIFICATION I certify to the best of my knowledge and belief that this report is correct and complete and that all outlays and unliquidated obligations are for the purposes set forth in the award document.</td></tr>
<tr><td colspan="9"></td></tr>
<tr><td></td><td colspan="3">Signature of Authorized Certifying Official</td><td colspan="5"></td></tr>
<tr><td colspan="9"></td></tr>
<tr><td></td><td colspan="2">Typed or Printed Name and Title</td><td colspan="6"></td></tr>
<tr><td colspan="9"></td></tr>
<tr><td></td><td colspan="3">Telephone (Area code, number and ext.)</td><td colspan="2"></td><td colspan="2">Date Submitted</td><td></td></tr>
</table>

Attachment B:
Release of Claims

(Must be returned with last invoice per the General Term and Condition titled *Release of Claims*)

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

Conditional Final Waiver and Release of Claims

Upon receipt and clearance of payment from the Texas Commission on Environmental Quality (TCEQ) in the sum of $________, which constitutes final payment to City of Jacksonville (hereinafter referred to as “Performing Party”), Performing Party and its successors and assigns, release, discharge and relinquish the TCEQ, its officers, agents, and employees from all claims, known or unknown, arising out of or relating to TCEQ Contract Number 582-21-22836 (Contract).

It is expressly agreed and understood that this conditional FINAL waiver and release of all claims is effective, without any further action of any party, only upon clearance of final payment to Performing Party in the above-mentioned amount. Performing Party warrants that it has completed all activities described in the Contract.

Executed on this _________ day of _______________, 20____.

By:__________________________
(signature)

____
(name)

____
(title)

Attachment C:
Budget Revision Request

BUDGET REVISION REQUEST FORM

Purpose: To document recipient organization's proposed budget changes to ensure project deliverables are met and fiscal accountability. Prior TCEQ review and approval is required before incurring specific costs resulting in cumulative transfers of more than 10% of the total budget.

Instructions: Complete 1. - 8. Total the amounts.

1. Recipient Organization (Name & Complete Address Including Zip Code):

2. Grant/ Contract Title:	3. Payee Identification No.:
4. TCEQ Contract No.:	5. Total Project/ Grant Period:

6. Budget Categories:	7. Approved Budget	8. Change Requested (+ or -)	9. New or Revised Budget
a. Personnel/Salaries			
b. Fringe Benefits			
c. Travel			
d. Supplies			
e. Equipment			
f. Contractual			
g. Construction			
h. Other			
i. Total Direct Costs (sum a - h)			
j. Indirect Costs (___% x $_____ [Base: Salary)]			
k. Total (sum i & j)			

Justification (Attach additional sheets, if necessary):

*** Budget Revision Request must contain all signatures to be approved/valid ***

Signature of Recipient's Representative Date

Type or Printed Name and Title

Signature of TCEQ Project Manager Date

Type or Printed Name and Title

Signature of TCEQ Contract Manager Date

Type or Printed Name and Title

Attachment D:
Quarterly Report Template

Quarterly Report Template

HHPD Quarterly Report	
Dam Name/TX #	
Reporting Period[1]	

Activities that Occurred during Reporting Period				
Activity	% Completion	On schedule? (Yes/No)	Cost Status	Costs Unchanged, overrun, or underrun?
Discuss any problems, delays or adverse conditions that will impair the ability to meet the timelines established and the anticipated completion date.				
Describe any changes to the cost status.				

[1]Quarterly reports timeline can be found in the Scope of Work.

Jacksonville City Council

AGENDA ITEM REPORT

AGENDA DATE:	4/12/2022	ITEM NUMBER:	13.
DEPARTMENT:	Administration	PREPARED BY:	James Hubbard, CITY MANAGER
INITIATED BY:	James Hubbard, CITY MANAGER	EXHIBITS:	

EXECUTIVE SUMMARY:

Pending approval of the High Hazard Potential Rehabilitation Grant for Lake Acker, staff recommends approval of a Professional Services Agreement with Auckland Consulting LLC to conduct geotechnical activities and develop plans for the future improvement of Lake Acker. The cost associated with this agreement totals $89,450, of which $58,142 will be reimbursed with federal funds.

RECOMMENDED ACTION:

Approve the professional services agreement with Auckland Consulting LLC.

BID AND AWARD:

BUDGET DATA:

BUDGET JUSTIFICATION:

BACKGROUND:
POLICY/GOAL CONSIDERATION:
Continue to provide an abundance of water for citizens.
LEGAL:

Jacksonville City Council

AGENDA ITEM REPORT

AGENDA DATE:	4/12/2022	ITEM NUMBER:	14.
DEPARTMENT:	Administration	PREPARED BY:	Greg Lowe, City Secretary
INITIATED BY:	Greg Lowe, City Secretary	EXHIBITS:	Oncor Utility Easments along Hwy 175

EXECUTIVE SUMMARY:

Oncor utilities is requesting (6) six easements along hwy 175 across city-owned property. While Oncor has a franchise to operate in the city's easements within the city limits, this property is located outside the city limits. These easements are needed to allow for the relocation of utilities as part of the widening of Hwy 175.

RECOMMENDED ACTION:

Make a motion granting the six easements.

BID AND AWARD:

BUDGET DATA:

BUDGET JUSTIFICATION:

BACKGROUND:
POLICY/GOAL CONSIDERATION:
LEGAL:

Ted W. Walters Associates, LLC
Representing Oncor Electric Delivery Company, LLC

March 8, 2022

Mr. James Hubbard
City Manager
City of Jacksonville, Texas
315 S. Ragsdale St.
Jacksonville, TX 75766

RE: Easement and Right of Way to relocate electrical services on the City of Jacksonville properties on Hwy 175 in Jacksonville, Texas.

Dear Mr. Hubbard:

On behalf of Oncor Electric Delivery, I have enclosed the six(6) Easement and Right of Way documents, we discussed, with "Exhibit A" attached for your review. Also please find a TXDOT affidavit for ownership of the parcels effected.

Upon your acceptance and receipt of the documents, please review and if you concur, sign the "Easement and Right of Way" documents and the Affidavit in blue ink in the presence of a Notary Public on the second page as indicated. Also, please fill in the city Tax ID number, which Oncor requires to issue a check, on the enclosed W-9 form. After you sign the Easements and the Affidavit, please return them and the W-9 in the envelope provided. Oncor will provide the city, a check for $2,200.00 as compensation, to execute the Easements and Affidavit. Once I receive the Documents back, it normally takes about two weeks to receive the check. Also, please find a copy of the Easements for your records.

Please contact me at (903) 253-7806 or my email is townsouth@gmail.com, should you have any questions concerning this project. Thank you for your prompt attention to this matter.

Sincerely,

Steve Winston – Right of Way Agent
Ted W. Walters & Associates, LLC
Representing Oncor Electric Delivery Company, LLC

Enclosures*

PT#:2022-1074
District: Tyler
WR #: 3533382
ER #:________________

EASEMENT AND RIGHT OF WAY

STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF CHEROKEE §

That **CITY OF JACKSONVILLE, TEXAS**, hereinafter called "Grantor," whether one or more, for and in consideration of Ten Dollars ($10.00) and other valuable consideration to Grantor in hand paid by **Oncor Electric Delivery Company LLC, a Delaware limited liability company**, 1616 Woodall Rodgers Freeway, Dallas, Texas 75202-1234, hereinafter referred to as "Grantee," has granted, sold and conveyed and by these presents does grant, sell and convey unto said Grantee, its successors and assigns, an easement and right-of-way for overhead and/or underground electric supply and communications facilities, consisting of a variable number of wires and cables, supporting structures, surface mounted equipment, conduits and all necessary or desirable appurtenances over, under, through, across and upon Grantor's land described as follows:

SEE EXHIBIT "A" (ATTACHED)

Grantor recognizes that the general course of said lines, or the metes and bounds as described above, is based on preliminary surveys only, and Grantor hereby agrees that the easement and right-of-way and its general dimensions hereby granted shall apply to the actual location of said lines when constructed.

Together with the right of ingress and egress along and upon said easement and right-of-way and over and across Grantor's adjoining properties for the purpose of and with the right to construct, maintain, operate, repair, remove, replace, reconstruct, abandon in place, and to change the size and capacity of said facilities; the right to relocate said facilities in the same relative direction of said facilities; the right to relocate said facilities in the same relative position to any adjacent road if and as such is widened in the future; the right to lease wire space for the purpose of permitting others to string or lay wire or cable along said facilities; the right to prevent excavation within the easement area; the right to prevent construction of, within the easement area, any and all buildings, structures or other obstructions which, in the sole judgment of Grantee, may endanger or interfere with the efficiency, safety, and/or convenient operation of said facilities and their appurtenances and the right to trim or remove trees or shrubbery within, but not limited to, said easement area, including by use of herbicides or other similar chemicals approved by the U.S. Environmental Protection Agency, to the extent in the sole judgment of Grantee, as may be necessary to prevent possible interference with the operation of said facilities or to remove possible hazard thereto. Grantor shall not make changes in grade, elevation or contour of the land or impound water within the easement area as described above without prior written consent of Grantee.

Grantor reserves the right to use the land within the above described easement area for purposes not inconsistent with Grantee's use of such property, provided such use shall not, in the sole judgment of Grantee, interfere with the exercise by Grantee of the rights hereby granted.

TO HAVE AND TO HOLD the above described easement and right-of-way unto the said Grantee, its successors and assigns, until all of said electric lines and facilities shall be abandoned, and in that event said easement and right-of-way shall cease and all rights herein granted shall terminate and revert to Grantor or Grantor's heirs, successors or assigns, and legal representatives; and Grantor hereby binds Grantor and Grantor's heirs, successors, assigns, and legal representatives, to warrant and forever defend the above described easement and right-of-way unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

Grantor represents and warrants that it does not meet any of the ownership, control, or headquarters criteria listed in Lone Star Infrastructure Protection Act, Chapter 113 of the Texas Business & Commerce Code, as added by Act of June 18, 2021, 87th Leg., R.S., Ch. 975 (S.B. 2116) (relating to China, Iran, North Korea, Russia, and any other country designated by the Texas governor as a threat to critical infrastructure).

EXECUTED this __________ day of ______________________________, 2022.

GRANTOR: **City of Jacksonville, Texas**

By: __________________

Printed Name: _____________

Title: ____________

STATE OF TEXAS §
§
COUNTY OF CHEROKEE §

BEFORE ME, the undersigned authority, on this day personally appeared ______________, as the ______________ for the City of Jacksonville, Texas, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed, and in the capacity therein stated and that he/she is authorized to do so.

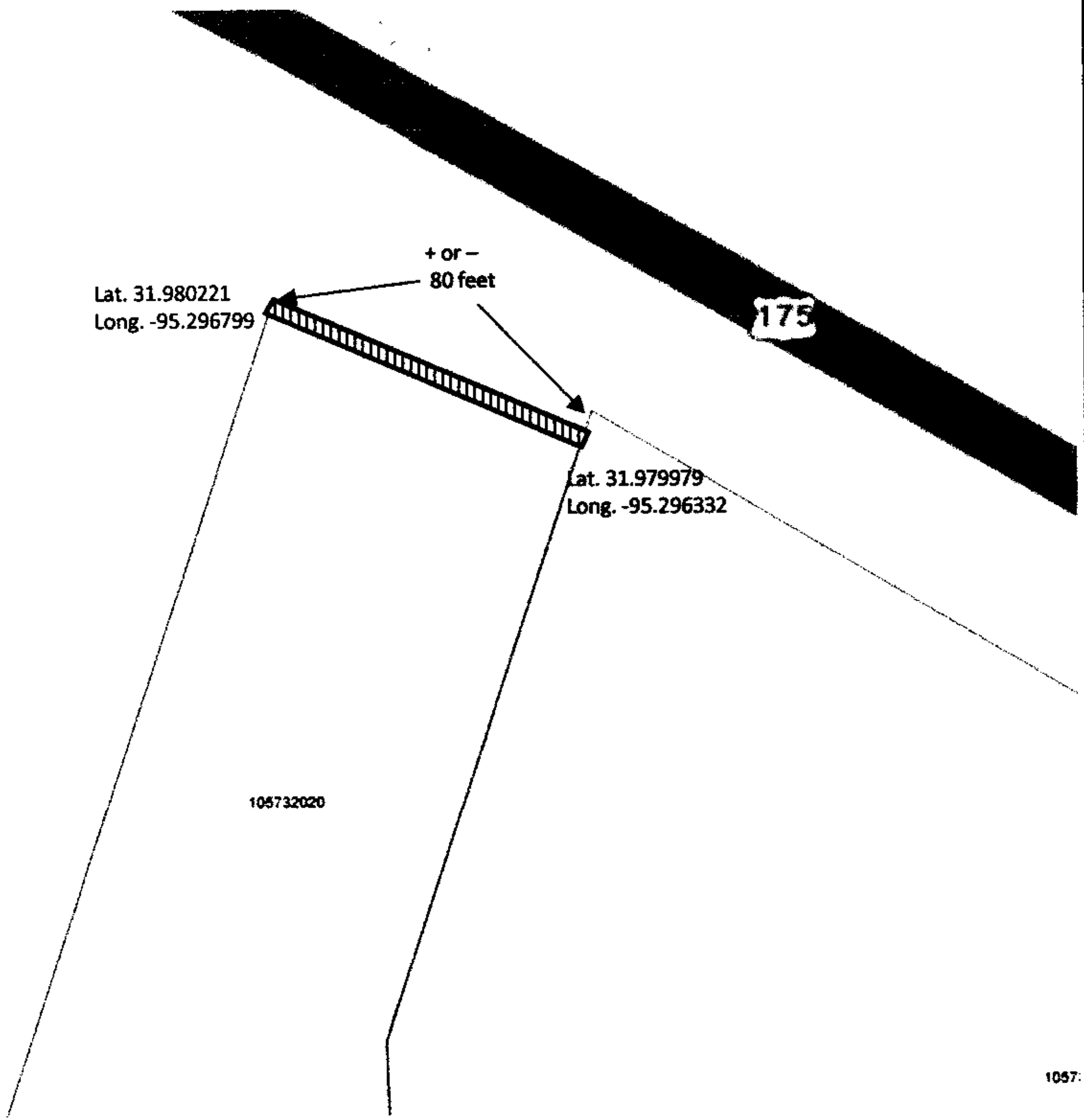
GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____________ day of ________________________, A. D. 2021.

____
Notary Public in and for the State of Texas

ONCOR ELECTRIC DELIVERY

"EXHIBIT A"

N



Legend

Denotes Boundary Line

Denotes Easement Area (Area 15 Ft. in width)

The intent of this Exhibit is to pictorially show the approximate location of the Easement.
It is not intended as an actual survey. Calls shown are references only. No Statement is made to the validity of these calls. N.T.S.

GRANTOR: City of Jacksonville, Texas

Volume: 285 Page: 609
County: Cherokee District: East
Survey: Jose Pineda Abstract: 40
WR #: 3533882

PT#:2022-1075
District: Tyler
WR #: 3533382
ER #:________________

EASEMENT AND RIGHT OF WAY

STATE OF TEXAS §
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Together with the right of ingress and egress along and upon said easement and right-of-way and over and across Grantor's adjoining properties for the purpose of and with the right to construct, maintain, operate, repair, remove, replace, reconstruct, abandon in place, and to change the size and capacity of said facilities; the right to relocate said facilities in the same relative direction of said facilities; the right to relocate said facilities in the same relative position to any adjacent road if and as such is widened in the future; the right to lease wire space for the purpose of permitting others to string or lay wire or cable along said facilities; the right to prevent excavation within the easement area; the right to prevent construction of, within the easement area, any and all buildings, structures or other obstructions which, in the sole judgment of Grantee, may endanger or interfere with the efficiency, safety, and/or convenient operation of said facilities and their appurtenances and the right to trim or remove trees or shrubbery within, but not limited to, said easement area, including by use of herbicides or other similar chemicals approved by the U.S. Environmental Protection Agency, to the extent in the sole judgment of Grantee, as may be necessary to prevent possible interference with the operation of said facilities or to remove possible hazard thereto. Grantor shall not make changes in grade, elevation or contour of the land or impound water within the easement area as described above without prior written consent of Grantee.

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EXECUTED this __________ day of ________________________________, 2022.

GRANTOR: **<u>City of Jacksonville, Texas</u>**

By: ___________________

Printed Name: ______________

Title: _____________

STATE OF TEXAS §
§
COUNTY OF CHEROKEE §

BEFORE ME, the undersigned authority, on this day personally appeared ______________, as the ______________ for the City of Jacksonville, Texas, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed, and in the capacity therein stated and that he/she is authorized to do so.

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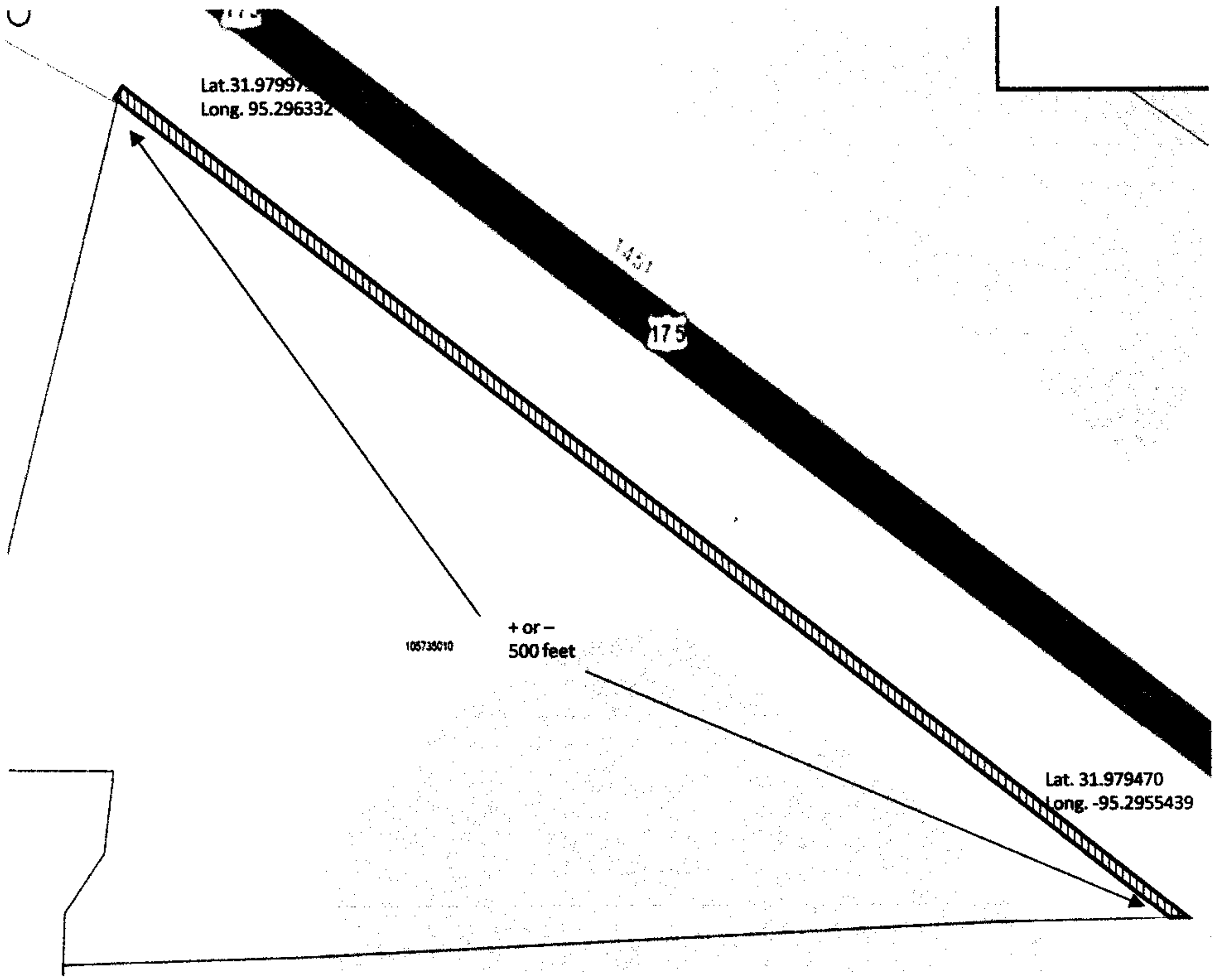
Notary Public in and for the State of Texas

ONCOR ELECTRIC DELIVERY

"EXHIBIT A"

N



Legend

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GRANTOR: City of Jacksonville, Texas

Volume: Page:
County: Cherokee District: East
Survey: Jose Pineda Abstract: 40
WR #: 3533882

PT#:2022-1076
District: Tyler
WR #: 3533382
ER #:________________

EASEMENT AND RIGHT OF WAY

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EXECUTED this __________ day of ______________________________, 2022.

GRANTOR: **City of Jacksonville, Texas**

By: ____________________

Printed Name: ______________

Title: _____________

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§
COUNTY OF CHEROKEE §

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ONCOR ELECTRIC DELIVERY

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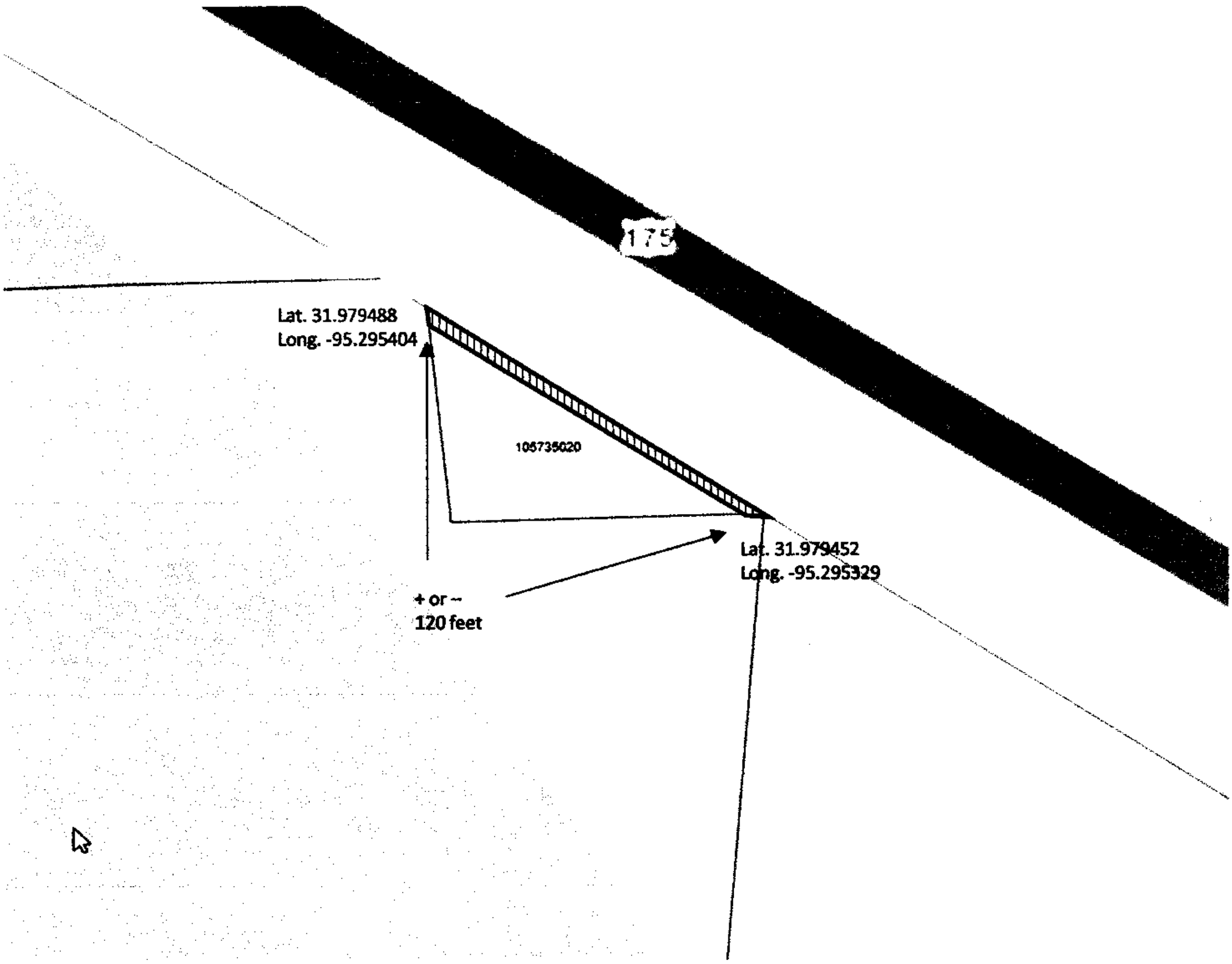

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GRANTOR: City of Jacksonville, Texas

Volume: 140 Page: 46
County: Cherokee District: East
Survey: Jose Pineda Abstract: 40
WR #: 3533882

PT#:2022-1077
District: Tyler
WR #: 3533382
ER #:_______________

EASEMENT AND RIGHT OF WAY

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Together with the right of ingress and egress along and upon said easement and right-of-way and over and across Grantor's adjoining properties for the purpose of and with the right to construct, maintain, operate, repair, remove, replace, reconstruct, abandon in place, and to change the size and capacity of said facilities; the right to relocate said facilities in the same relative direction of said facilities; the right to relocate said facilities in the same relative position to any adjacent road if and as such is widened in the future; the right to lease wire space for the purpose of permitting others to string or lay wire or cable along said facilities; the right to prevent excavation within the easement area; the right to prevent construction of, within the easement area, any and all buildings, structures or other obstructions which, in the sole judgment of Grantee, may endanger or interfere with the efficiency, safety, and/or convenient operation of said facilities and their appurtenances and the right to trim or remove trees or shrubbery within, but not limited to, said easement area, including by use of herbicides or other similar chemicals approved by the U.S. Environmental Protection Agency, to the extent in the sole judgment of Grantee, as may be necessary to prevent possible interference with the operation of said facilities or to remove possible hazard thereto. Grantor shall not make changes in grade, elevation or contour of the land or impound water within the easement area as described above without prior written consent of Grantee.

Grantor reserves the right to use the land within the above described easement area for purposes not inconsistent with Grantee's use of such property, provided such use shall not, in the sole judgment of Grantee, interfere with the exercise by Grantee of the rights hereby granted.

TO HAVE AND TO HOLD the above described easement and right-of-way unto the said Grantee, its successors and assigns, until all of said electric lines and facilities shall be abandoned, and in that event said easement and right-of-way shall cease and all rights herein granted shall terminate and revert to Grantor or Grantor's heirs, successors or assigns, and legal representatives; and Grantor hereby binds Grantor and Grantor's heirs, successors, assigns, and legal representatives, to warrant and forever defend the above described easement and right-of-way unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

Grantor represents and warrants that it does not meet any of the ownership, control, or headquarters criteria listed in Lone Star Infrastructure Protection Act, Chapter 113 of the Texas Business & Commerce Code, as added by Act of June 18, 2021, 87th Leg., R.S., Ch. 975 (S.B. 2116) (relating to China, Iran, North Korea, Russia, and any other country designated by the Texas governor as a threat to critical infrastructure).

EXECUTED this __________ day of ______________________________, 2022.

GRANTOR: **City of Jacksonville, Texas**

By: __________________

Printed Name: _____________

Title: ____________

STATE OF TEXAS §
§
COUNTY OF CHEROKEE §

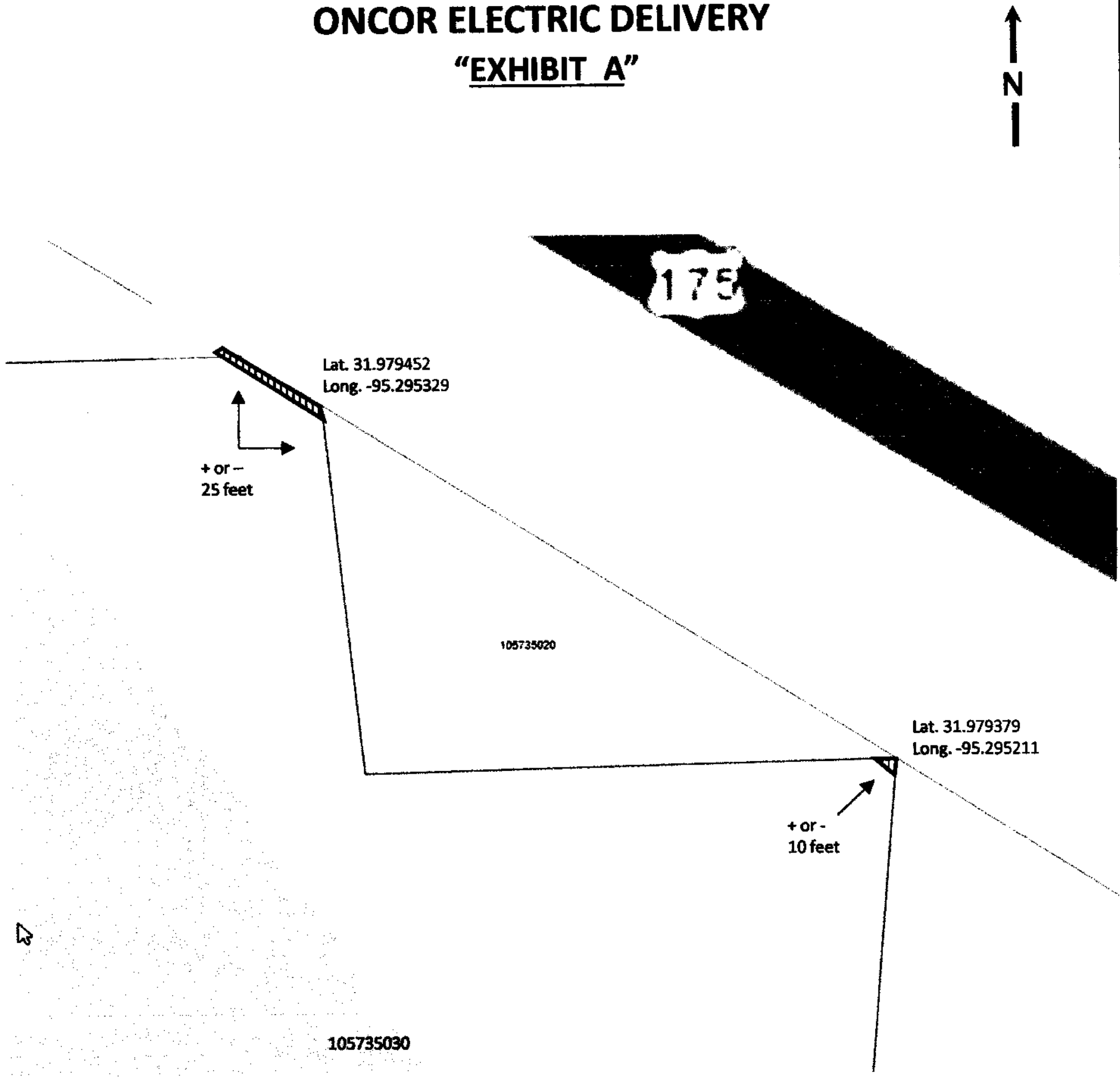
BEFORE ME, the undersigned authority, on this day personally appeared _____________, as the _____________ for the City of Jacksonville, Texas, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed, and in the capacity therein stated and that he/she is authorized to do so.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____________ day of _______________________, A. D. 2021.

____
Notary Public in and for the State of Texas

ONCOR ELECTRIC DELIVERY

"EXHIBIT A"



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GRANTOR: City of Jacksonville, Texas

Volume: Page:
County: Cherokee District: East
Survey: Jose Pineda Abstract: 40
WR #: 3533882

PT#:2022-1078
District: Tyler
WR #: 3533382
ER#:________________

EASEMENT AND RIGHT OF WAY

STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF CHEROKEE §

That **CITY OF JACKSONVILLE, TEXAS**, hereinafter called "Grantor," whether one or more, for and in consideration of Ten Dollars ($10.00) and other valuable consideration to Grantor in hand paid by **Oncor Electric Delivery Company LLC, a Delaware limited liability company**, 1616 Woodall Rodgers Freeway, Dallas, Texas 75202-1234, hereinafter referred to as "Grantee," has granted, sold and conveyed and by these presents does grant, sell and convey unto said Grantee, its successors and assigns, an easement and right-of-way for overhead and/or underground electric supply and communications facilities, consisting of a variable number of wires and cables, supporting structures, surface mounted equipment, conduits and all necessary or desirable appurtenances over, under, through, across and upon Grantor's land described as follows:

SEE EXHIBIT "A" (ATTACHED)

Grantor recognizes that the general course of said lines, or the metes and bounds as described above, is based on preliminary surveys only, and Grantor hereby agrees that the easement and right-of-way and its general dimensions hereby granted shall apply to the actual location of said lines when constructed.

Together with the right of ingress and egress along and upon said easement and right-of-way and over and across Grantor's adjoining properties for the purpose of and with the right to construct, maintain, operate, repair, remove, replace, reconstruct, abandon in place, and to change the size and capacity of said facilities; the right to relocate said facilities in the same relative direction of said facilities; the right to relocate said facilities in the same relative position to any adjacent road if and as such is widened in the future; the right to lease wire space for the purpose of permitting others to string or lay wire or cable along said facilities; the right to prevent excavation within the easement area; the right to prevent construction of, within the easement area, any and all buildings, structures or other obstructions which, in the sole judgment of Grantee, may endanger or interfere with the efficiency, safety, and/or convenient operation of said facilities and their appurtenances and the right to trim or remove trees or shrubbery within, but not limited to, said easement area, including by use of herbicides or other similar chemicals approved by the U.S. Environmental Protection Agency, to the extent in the sole judgment of Grantee, as may be necessary to prevent possible interference with the operation of said facilities or to remove possible hazard thereto. Grantor shall not make changes in grade, elevation or contour of the land or impound water within the easement area as described above without prior written consent of Grantee.

Grantor reserves the right to use the land within the above described easement area for purposes not inconsistent with Grantee's use of such property, provided such use shall not, in the sole judgment of Grantee, interfere with the exercise by Grantee of the rights hereby granted.

TO HAVE AND TO HOLD the above described easement and right-of-way unto the said Grantee, its successors and assigns, until all of said electric lines and facilities shall be abandoned, and in that event said easement and right-of-way shall cease and all rights herein granted shall terminate and revert to Grantor or Grantor's heirs, successors or assigns, and legal representatives; and Grantor hereby binds Grantor and Grantor's heirs, successors, assigns, and legal representatives, to warrant and forever defend the above described easement and right-of-way unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

Grantor represents and warrants that it does not meet any of the ownership, control, or headquarters criteria listed in Lone Star Infrastructure Protection Act, Chapter 113 of the Texas Business & Commerce Code, as added by Act of June 18, 2021, 87th Leg., R.S., Ch. 975 (S.B. 2116) (relating to China, Iran, North Korea, Russia, and any other country designated by the Texas governor as a threat to critical infrastructure).

EXECUTED this ___________ day of ________________________________, 2022.

GRANTOR: City of Jacksonville, Texas

By: ____________________

Printed Name: ______________

Title: _____________

STATE OF TEXAS §
§
COUNTY OF CHEROKEE §

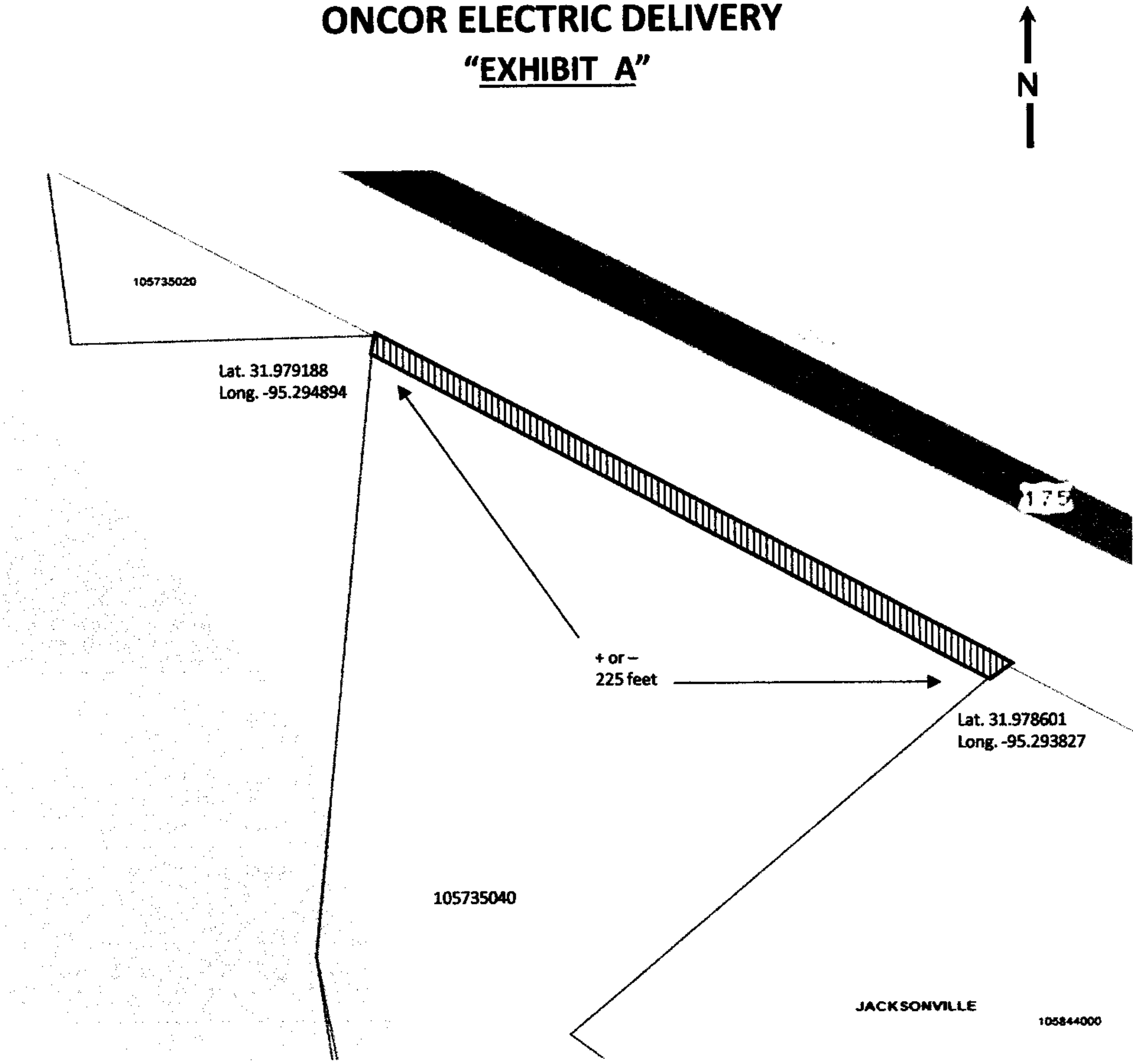
BEFORE ME, the undersigned authority, on this day personally appeared ______________, as the ______________ for the City of Jacksonville, Texas, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed, and in the capacity therein stated and that he/she is authorized to do so.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ______________ day of _________________________, A. D. 2021.

____
Notary Public in and for the State of Texas

ONCOR ELECTRIC DELIVERY

"EXHIBIT A"



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GRANTOR: City of Jacksonville, Texas

Volume: 275 Page: 241
County: Cherokee District: East
Survey: Jose Pineda Abstract: 40
WR #: 3533882

PT#:2022-1041
District: Tyler
WR #: 3533382
ER #:______________

EASEMENT AND RIGHT OF WAY

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EXECUTED this __________ day of ________________________________, 2022.

GRANTOR: City of Jacksonville, Texas

By: ____________________

Printed Name: ______________

Title: _____________

STATE OF TEXAS §
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COUNTY OF CHEROKEE §

BEFORE ME, the undersigned authority, on this day personally appeared ______________, as the ______________ for the City of Jacksonville, Texas, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed, and in the capacity therein stated and that he/she is authorized to do so.

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Notary Public in and for the State of Texas

ONCOR ELECTRIC DELIVERY

"EXHIBIT A"

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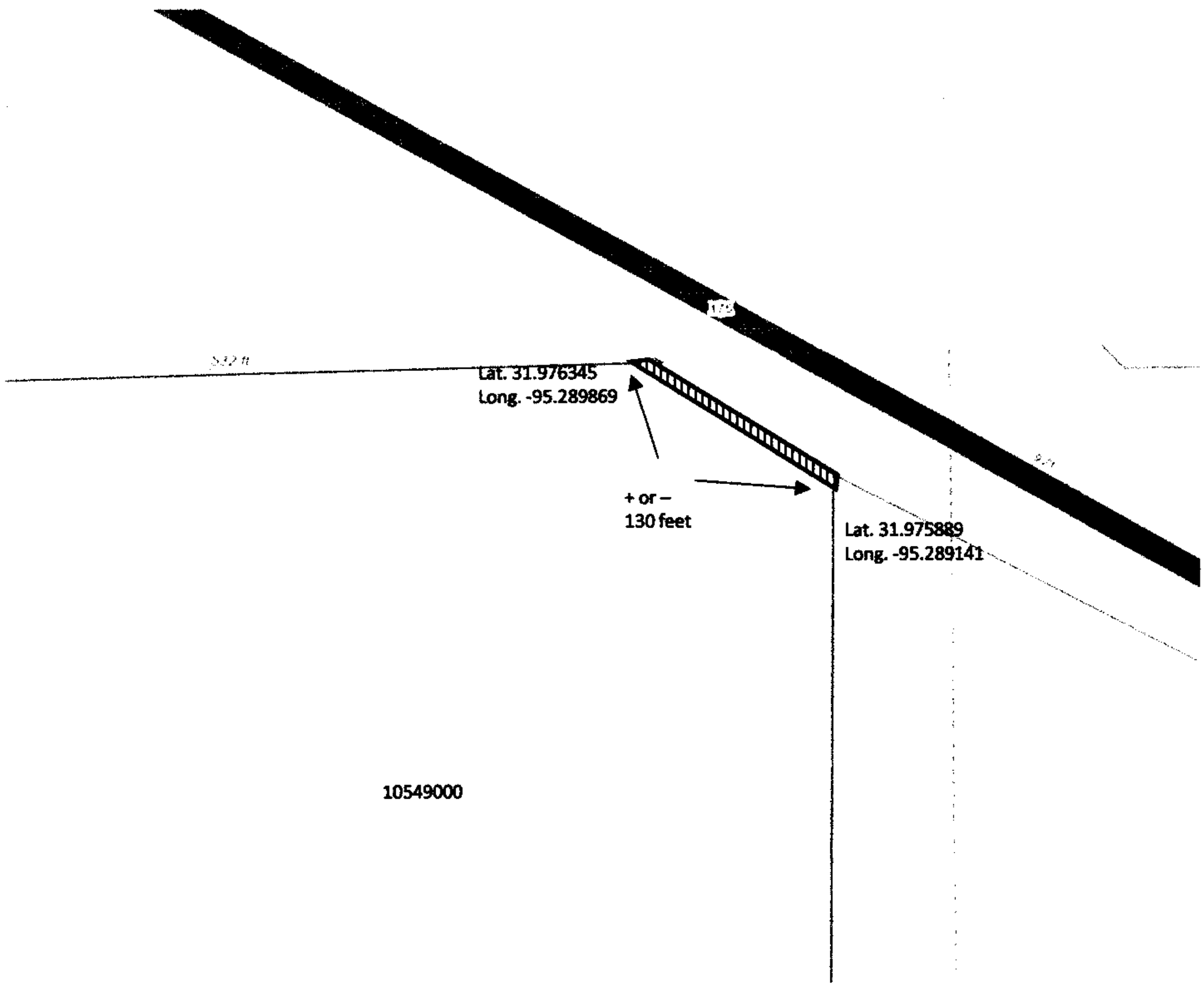

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GRANTOR: City of Jacksonville, Texas

Volume: 521 Page: 679
County: Cherokee District: East
Survey: Jose Pineda Abstract: 40
WR #: 3533882

Jacksonville City Council

AGENDA ITEM REPORT

AGENDA DATE:	4/12/2022	ITEM NUMBER:	15.
DEPARTMENT:	Administration	PREPARED BY:	Greg Lowe, City Secretary
INITIATED BY:	Randall Chandler, Director of Community and Public Services	EXHIBITS:	2022 Water Well 1 Rehabilitation Projectv3Readvertisment, Bid Results Well #1 Rehab

EXECUTIVE SUMMARY:

Staff recently went out for RFP for the rehab of well #1. This item is to award that bid. The bids were not opened until Friday, April 8, 2022. They still have to be reviewed and scored. Your packets will be updated prior to Tuesdays meeting with that information.

RECOMMENDED ACTION:

BID AND AWARD:

BUDGET DATA:

BUDGET JUSTIFICATION:

BACKGROUND:
POLICY/GOAL CONSIDERATION:
LEGAL:
Notice was given and RFP issued according to state laws.

REQUEST FOR PROPOSAL

WATER WELL #1 REHABILITATION PROJECT

For

City of Jacksonville

RFP # 2022-600-03
DUE DATE: April 08, 2022

Jacksonville Public & Community Services Department
1220 S Bolton St.
Jacksonville, TX 75766
Phone: (903) 589-3510
http://www.jacksonvilletx.org/

Contents

SECTION I – WATER WELL #1 REHABILITATION PROJECT CALENDAR

March 26, April 02	Announce RFP and advertise in newspaper
April 08	Proposals Due / Bid Opening
April 12	City Council awards contract
April 13	Execute Contracts / Agreements
April 14	Contract and Services Begin

SECTION II – INTRODUCTION AND RFP TERMS AND CONDITIONS

The City of Jacksonville is soliciting Proposal(s) for the Rehabilitation of Water Well#1. Currently water well #1 is out of service due to maintenance issues.

Submissions should include one (1) original and three (3) copies of the proposal and should be returned in a sealed envelope bearing the following information on the outside of the submittal envelope: the name and address of the respondent, as well as "City of Jacksonville RFP 2022-600-03; Water Well #1."

Response packages will be accepted until 2:00 p.m. on April 08, 2022, and should be addressed to:

Jacksonville Public & Community Services
Attn: Randall Chandler, Director
1220 S Bolton St.
Jacksonville, TX 75766

SECTION III – DEFINITIONS, TERMS AND CONDITIONS
DEFINITIONS

To simplify the language throughout this request for qualification, the following definitions shall apply:

CITY OF JACKSONVILLE – Same as City.

CITY COUNCIL – The elected officials of the City of Jacksonville, Texas given the authority to exercise such powers and jurisdiction of all City business as conferred by the State Constitution and Laws.

CONTRACT – An agreement between the City and a Provider to furnish supplies and/or services over a designated period during which repeated purchases are made of the commodity and/or service specified.

CITY – The government of the City of Jacksonville, Texas.

CONTRACTOR OR FIRM – The successful Offeror of this request.

RFP – Request for Proposal

ELECTRONIC DOCUMENTS

Requesting firms may be supplied with the original documents in electronic form to aid in the preparation of proposal(s). By accepting these electronic documents, Firms agree not to edit or change the language or format of these documents. Submission of a proposal by Firms signifies full agreement with this requirement.

RECEIPT OF PROPOSALS
The submitted Proposal(s) must be received by the city prior to the time and date specified. The mere fact that the Proposal was dispatched will not be considered; the firm must ensure that the Proposal is delivered.

Regardless of cause, late qualifications will not be accepted and will automatically be disqualified from further consideration. It shall be the Vendor's sole risk to assure delivery at the designated office by the designated time. Late qualifications will not be opened and may be returned to the Vendor at the expense of the Vendor or destroyed if requested.

QUESTIONS AND INQUIRIES
Questions and inquiries about this Request for Proposal should be directed to: Randall Chandler, Director of Public & Community Services at (903) 589-3510. Questions should be submitted in writing no later than seven (7) days prior to the specified due date of the RFP and may be submitted to: Randall.Chandler@jacksonvilletx.org.

The apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made based on this statement.

CITY PREROGATIVE TO ACCEPT/REJECT PROPOSALS
The City reserves the right to accept or reject any or all Proposals because of this request, to negotiate with all qualified sources, or to cancel, in part or in its entirety, this Request for Proposal if found in the best interest of the City. All Proposals become the property of the City of Jacksonville.

REIMBURSEMENTS
There is no express or implied obligation for the City of Jacksonville to reimburse responding firms for any expenses incurred in preparing Proposals in response to this Request for Proposal and City of Jacksonville will not reimburse responding firms for these expenses, nor will City pay any subsequent costs associated with the provision of any additional information or presentation, or to procure a contract for these services.

CERTIFICATION
Proposals must be completed and submitted as required in this document. Certification form below should be fully completed.

The undersigned affirms that they are duly authorized to execute this contract, that this RFP has not been prepared in collusion with any other firm, and that the contents of this RFP have not been communicated to any other firm prior to the official opening of this RFP.

Signed By:	______________________
Title:	______________________
Typed Name:	______________________
Company Name:	______________________
Phone No.:	______________________
Fax No.:	______________________
Email:	______________________
Bid Address:	______________________
P.O. Box or Street	______________________
City, State ZIP	______________________
Purch. Order Address:	______________________
P.O. Box or Street	______________________
City, State ZIP	______________________
Remit Address:	______________________
P.O. Box or Street	______________________
City, State ZIP	______________________
Federal Tax ID No.:	______________________
Date:	______________________

AGREEMENT
Submittals should include any vendor proposed, or required, agreements and contracts regarding this RFP.

COMMUNICATION
Prospective vendors shall communicate only with the staff identified herein during the entire RFP process (from this solicitation to award). The City shall not be responsible for any verbal or non-verbal communication between a potential bidder and any other employees of the City; and such action may be cause for rejection of the subject bidder's proposal. Only written requirements and qualifications, and addenda as issued by the City will be considered.

COMPANY OWNERSHIP/MANAGEMENT
Should there be a change in the awarded vendor ownership or management, the contract may be canceled unless a mutual agreement is reached with the new owner or manager to continue the contract with its present provisions and prices. This contract is nontransferable by either party.

DISCLOSURE
At the public opening, there will be no disclosure of contents to competing firms, and all Proposals will be kept confidential during the negotiation process. Except for trade secrets and confidential information which the Firm identifies as proprietary, all Proposals will be open for public inspection after the contract award.

AWARD OF THE CONTRACT
Award of the contract shall be made to the responsible offeror whose proposal is determined to be the best offer, taking into consideration the relative importance of price and other factors set forth in this

request for proposals.

The contents of the proposal of the successful bidder will become, at our option, a contractual obligation if a contract ensues. Failure of the successful bidder to accept this obligation may result in cancellation of the award.

Proposals submitted are offers only and the decision to accept or reject is a function of quality, reliability, capability, reputation, and expertise of the proposing vendors. The City of Jacksonville reserves the right to terminate the selection process at any time and to reject any or all proposals.

The City of Jacksonville reserves the right to accept the Proposal that is, in its judgment, the best and most favorable to the interests of the City of Jacksonville and to the public; to reject the low price Proposal; to accept any item of any Proposal; to reject any and all Proposals; and to waive irregularities and informalities in any Proposal submitted or in the Request for Proposal process, provided; however, the waiver of any prior defect or informality shall not be considered a waiver of any future or similar defect or informality. Proposing vendors should not rely upon or anticipate such waivers in submitting their Proposal.

ADDENDA
Any addenda to the Proposal specifications issued during the period between issuance of the RFP and receipt of proposals are to be considered covered in the Proposal and in awarding a contract they will become a part thereof. Receipt of addenda should be acknowledged by vendors in their proposal cover letter.

FALSE OR MISLEADING STATEMENTS
If, in our opinion, if a proposal contains false or misleading statements or references that do not support a function, attribute, capability, or condition as contended by the vendor, the entire proposal may be rejected at the discretion of the City.

CLARIFICATION OF PROPOSAL
We reserve the right to obtain clarification of any point in a vendor’s proposal or to obtain additional information necessary to properly evaluate a particular proposal. Failure of a vendor to respond to such a request for additional information or clarification may result in rejection of the vendor’s proposal.

RESPONSIVENESS
Proposals should respond to all requirements of this RFP to the maximum extent possible. Vendors are asked to clearly identify any limitations or exceptions to the requirements inherent in the proposed system. Alternative approaches will be given consideration if the approach clearly offers us increased benefits.

REJECTION OF PROPOSAL
Proposals that are not prepared in accordance with these instructions to vendors may be rejected/disqualified. If not rejected, the City of Jacksonville may demand correction of any deficiency and accept the corrected Proposal upon compliance with these instructions to proposing vendors.

INDEMNIFICATION AND RELEASE
It is understood that any resulting contract executed will contain the following Indemnification and Release language:

INDEMNIFICATION

It is further agreed that the Contractor (separately and collectively the "Indemnitee") shall indemnify, hold harmless, and defend the City, its officers, agents, and employees from and against any and all claims, losses, damages, causes of action, suits, and liability of every kind, including all expenses of litigation, court costs, and attorney's fees, for injury to or death of any person or for damage to any property arising out of or in connection with the work done by the Contractor under this Contract. Such indemnity shall apply regardless of whether the claims, losses, damages, causes of action, suits, or liability arise in whole or in part from the negligence of the City, any other party indemnified hereunder, the Contractor, or any third party.

RELEASE

The Contractor assumes full responsibility for the work to be performed hereunder and hereby releases, relinquishes, and discharges the City, its officers, agents, and employees from all claims, demands, and causes of action of every kind and character, including the cost of defense thereof, for any injury to or death of any person and any loss of or damage to any property that is caused by, alleged to be caused by, arising out of, or in connection with the Contractor's work to be performed hereunder. This release shall apply regardless of whether said claims, demands, and causes of action are covered in whole or in part by insurance and regardless of whether such injury, death, loss, or damage was caused in whole or in part by the negligence of the City, any other party released hereunder, the Contractor, or any third party.

CONFLICT OF INTEREST

Provide a completed copy of the Conflict-of-Interest Questionnaire (Form CIQ) and Certificate of Interested Parties form upon contract execution.

SECTION IV - TECHNICAL SPECIFICATIONS GENERAL INFORMATION

BACKGROUND

The City of Jacksonville is in an area of rolling hills in East Texas, north of the county seat, Rusk, and south of Tyler, in neighboring Smith County, on U.S. Route 69. The north-south Highway 69 intersects the east-west U.S. Route 79. The city was founded in 1847 and incorporated in 1921. With a current population of approximately 15,000 in the city limits, it is the principal city of the Jacksonville Micropolitan Statistical Area, which includes all Cherokee County, and part of the larger Tyler–Jacksonville combined statistical area. The City of Jacksonville has a 14.1 square mile footprint. The City of Jacksonville is a home-rule city that operates under the Council-Manager form of government. The city provides a full range of municipal services as prescribed by statute or charter. These services include police, fire and emergency medical services, parks and recreational facilities, library services, street maintenance and construction, public improvements, general administrative services and water, sewer, and sanitation systems.

The City of Jacksonville (COJ) contains multiple water wells as part of its water distribution system. Currently water well #1 is out of service due to maintenance issues.

Water Well #1 Details:	Total Well Depth – 720 ft
	Current Pump Level – 570
	Current Pump Capacity – 500 GPM
	Current Pump Size – 125 hp

GENERAL SCOPE OF WORK

1. Equipment Pull:
    a. Mobilize rig and crew to pull existing pumping equipment.
    b. Remove the pumping equipment from the well under normal removal procedures.
2. Replacement of Equipment:
    a. Please include the following in your proposal.
        i. 700' New 2/0 Flat Cable with ground (Submersible)
        ii. 1 New Properly Sized Submersible Motor
        iii. 1 New Pump bowl assembly
        iv. 700' New ¼" stainless steel airline with water level detection kit
        v. Miscellaneous items to make well operational
            1. Note: Utilizing customer existing well case piping
3. Equipment installation:
    a. Transport to location
    b. Mobilize rig and crew to install new pumping equipment
    c. Conduct standard well production test and provide results
4. Timeline
    a. All work on the well will need to be started no later than one week after the contract is signed. With all work being completed no later than <u>4 weeks</u> after start date. Exceptions will be given for foul weather days.
5. References
    a. Provide three (3) references, with contact information, that your company has successfully completed similar work.

SUBMITTAL

The following items are required as part of the submittals:

BASE COST OF WELL #1 REHABILITATION	**Price**
1. Cost of new pump and motor	
2. Cost to install new pump and motor	
3. Cost to provide all testing required to get well back online.	
4. Expected Start Date: ________________________________	
ALL ITEMS BELOW WILL BE ADD/ALTERNATE COSTS	
1. Cost to clean well and screens with chemicals.	
2. Cost to brush and clean 10" liner and screen.	
3. Cost to video before and after cleaning.	
Total	

PROPOSER(S) PERSONNEL

1. Proposer must provide uniforms and identification badges for all employees providing Services on City of Jacksonville property. No employee of the Proposer will be allowed on City of Jacksonville properties without proper identification.

2. Proposer(s) shall take measures to protect existing structures and exterior grounds.

3. Proposer(s) will be responsible for any damage to areas surrounding the delivery site

SCORING CRITERIA

Scoring Criteria for Proposal's will be based upon the following items:

- Completeness of submittal with all requested information. (15 points)
- Ability to complete work in the specified time frame. (30 points)
- Costs associated with the rehabilitation. (30 points)
- References from other Municipalities of work completed of this general scope. (25 points)

CONFLICT OF INTEREST FORM

ATTENTION VENDORS DOING BUSINESS WITH THE CITY OF JACKSONVILLE

Pursuant to House Bill 914, Local Government Code, chapter 176, a person or business and their agents who does business with the City of Jacksonville is required to complete a conflict-of-interest questionnaire (Form CIQ) no later than seven days after being contacted by City of Jacksonville for the purpose of establishing a business relationship. This legal requirement went into effect as of January 1, 2006.

Failure to meet this requirement could result in termination of your business relationship with the City of Jacksonville, whether or not a contract is in place. This is a legal requirement that supersedes contract provisions relating to termination.

Thank you for your cooperation.

Randall Chandler
Director, Public & Community Services
City of Jacksonville
903-589-3510
Randall.Chandler@jacksonvilletx.org

CONFLICT OF INTEREST QUESTIONNAIRE For vendor or other person doing business with local governmental entity	**FORM CIQ**
This questionnaire reflects changes made to the law by H.B. 1491, 80tj Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a). By law this questionnaire must be filed with the records administrator of the local governmental entity no later than the 7th bus8iness day after the date the person becomes aware of facts that require the statement to be filed. *See Section 176.006, Local Government Code,* A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor	**OFFICE USE ONLY** **Date Received:**
1. Name of person who has a business relationship with a governmental entity.	
☐ 2. Check this box if you are filing an update to a previously filed questionnaire. *(The law requires you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)*	
3. Name of local government officer with whom filer has employment or business relationship. _______________________________ Name of Officer *This section (item 3 including subparts A, B, C and D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001)1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.* A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire? ☐ ☐ B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity? ☐ ☐	

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer services as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

4.

______________________________________ ______________
Signature of person doing business with the governmental entity Date

THE CITY OF JACKSONVILLE

Water Well #1 Rehabilitation Project

Line #	Description	Aplus Water Well		Alsay Inc.		Russel Drilling Co.		Weisinger Inc.	
		Total Price	$94,335.00	Total Price	$110,556.00	Total Price	$135,976.00	Total Price	$56,000.00
		W/ Alternate	$107,462.00	W/ Alternate	$141,156.00	W/ Alternate	$190,946.00	W/ Alternate	$79,200.00
1	Expected Start Date	4/14/2022		4/18/2022		4/18/2022		1 Week from NTP	
2	New pump and Motor	67,500.00		93,556.00		110,976.00		38,000.00	
3	Install new pump and mower	24,335.00		15,000.00		20,000.00		16,000.00	
4	Provide all testing required to get well back online	2,500.00		2,000.00		5,000.00		2,000.00	
5	**Total Cost**	**$94,335.00**		**$110,556.00**		**$135,976.00**		**$56,000.00**	
6									
7									
8	**Alternate Costs**								
9	Clean well and screen with chemicals	$5,500.00		$16,000.00		$30,000.00		$10,000.00	
10	brush and clean 10" liner and screen	$3,000.00		$11,000.00		$20,000.00		$10,000.00	
11	Video before and after cleaning	$4,600.00		$3,600.00		$5,000.00		$3,200.00	
12									
13	**Total cost with Alternates**	**$107,435.00**		**$141,156.00**		**$190,976.00**		**$79,200.00**	
14									
15	**Scoring Criteria**								
16	Completeness of submittal w/ all requested information		90		90		75		85
17	Ability to complete work in the specified time frame		91		88		86		86
18	Cost associated with the rehabilitaition		80		85		70		100
19	References from other municipalites of work completed of		90		90		82		100
20	this general scope								
21	**Average Score/ Total Scoring Percentage**	90.25	**90%**	88.25	**88%**	78.25	**78%**	95.25	**95%**

Jacksonville City Council

AGENDA ITEM REPORT

AGENDA DATE:	4/12/2022	ITEM NUMBER:	16.
DEPARTMENT:	Administration	PREPARED BY:	KEITH FORTNER, Fire Chief
INITIATED BY:	KEITH FORTNER, Fire Chief	EXHIBITS:	Nafeco Bunker Gear Quote

EXECUTIVE SUMMARY:

Currently the Fire Department has one set of Bunker Gear issued to each Firefighter. At the end of this year, nearly half the sets of bunker gear issued will expire from its State of Texas mandated 10 year life. The manufacturing and delivery of bunker gear has remained lengthy as the industry is still playing catch up from the hardships Covid-19 caused. Expected delivery of bunker gear is being projected to be six to seven months from the time of order. In 2019, NFPA 1851 started requiring that all contaminated bunker gear, which is any gear that has been exposed to fire, must undergo an advanced cleaning immediately after its use. This is a 12 hour turnaround process. Additional sets of gear are needed to be issued to Firefighters after exposure to fires so their primary gear can undergo advanced cleaning, and have gear to finish out their shifts.

RECOMMENDED ACTION:

Approve the purchase of bunker gear.

BID AND AWARD:

BUDGET DATA:

$36,000 budgeted in dept 501 for salaries is a budget error and not needed.
$237,035 budgeted in capital projects fund for the Station 2 remodel could be used for the bunker gear and also to cover the difference on the F250 fleet program; then we could use ARPA funds for the remodel.

BUDGET JUSTIFICATION:

BACKGROUND:

POLICY/GOAL CONSIDERATION:
Provide staff with necessary gear to serve the citizens of Jacksonvlle.

LEGAL:
Being purchased under buyboard contract 603-20 and NPP.Gov Contract #PS20075/1915.

NAFECO
Mailing: 1515 W Moulton St
(2601 Beltline Road)
Decatur, AL 35601
(800) 628-6233
info@nafeco.com

Quotation
Q562247539

Date: 4/7/2022
Expires: 5/7/2022
FOB: Origin

Customer Number: JAC570
Customer Information: JACKSONVILLE FIRE DEPARTMENT
Address: 301 S. MAIN STREET
JACKSONVILLE, TX 75766

Attention: Keith Fortner
Phone: 903-586-7131
Email: keith.fortner@jacksonvilletx.org
Prepared By: Paul Patterson

Qty.	Product	Description	Each	Total
30	CVFM	LION VF KHAKI ARMOR AP COAT PSGQ 14177-H	$1,691.00	$50,730.00
30	PVFM	LION VF KHAKI ARMOR AP PANT PSGQ 14177-H	$1,107.52	$33,225.60
30	LPGVCTRY-L	LION Victory Structural Firefighting Glove, Sz: L	$95.00	$2,850.00
30	804-6369-10M	Thorogood QR14 Leather Boot, 14", NFPA Structural, Sz: 10M	$354.38	$10,631.40
30	3802098	Para-Tek FR Tri-Blend Nomex Hood; Black; Cobra Elite	$44.34	$1,330.20
6	LFH8120E-21	LION Legend X Helmet, Black, 4" Faceshield	$350.33	$2,101.98
				Total: $100,869.18
				tax & freight to be determined

Notes: Contracts available Buyboard 603-20 for the lion gear,boots,helmets,and gloves. NPP.GOV Contract # PS20075 / 1915 for the hoods also have NPP.GOV for the Lion gear,boot,helmets,and gloves also.

Thank you for your business!

NOTE: All accounts are subject to sales tax charges unless a valid state exempt certificate is on file with NAFECO, or provided at the time of the order.

If you have any questions concerning this quote, please call our number listed above.

Visit Us On The Internet At: www.nafeco.com

Jacksonville City Council

AGENDA ITEM REPORT

AGENDA DATE:	4/12/2022	ITEM NUMBER:	18.
DEPARTMENT:	Administration	PREPARED BY:	Greg Lowe, City Secretary
INITIATED BY:	James Hubbard, CITY MANAGER	EXHIBITS:	Strat Map

EXECUTIVE SUMMARY:

With the report that came out of the visioning session attended by staff and council, City Manager James Hubbard has developed an organization strategy map.

RECOMMENDED ACTION:

Adopt the strategy map.

BID AND AWARD:

BUDGET DATA:

BUDGET JUSTIFICATION:

BACKGROUND:
POLICY/GOAL CONSIDERATION:
LEGAL:

CITY OF JACKSONVILLE

STRATEGY MAP

Organizational guidance, as directed by the City Council, to ensure alignment of public resources with community needs and desires.

OUR BELIEFS

People are the Priority
Trust is Earned
Collaboration Leads to Progress
Continuous Incremental Improvement
Accessible and Transparent Governance

OUR STRENGTHS

Diversity
Political Stability
Current Economic Trends
Natural Resources
Facilities and Equipment

OUR OPPORTUNITIES

Code Enforcement
Quality of Jobs
Quality-of-Life - Amenities - Programming
Master Planning
Development Regulations

WE ARE COMMITTED TO...

Citizens First

1.1 Customer-centric service and processes
1.2 Leverage the talent and input of citizens
1.3 Transparent and engaging communication
1.4 Ensure value of services

Strengthen Neighborhoods

2.1 Code compliance and updates
2.2 Parks, recreation, and community building
2.3 Community policing and crime prevention
2.4 Preserve and revitalize existing neighborhoods

Manage the "Business"

3.1 Maintain a well-trained professional workforce
3.2 Proactively seek process improvements
3.3 Ensure financial stability and stewardship
3.4 Pursue partnerships and grants

Focus on Infrastructure

4.1 Assess the condition of infrastructure
4.2 Strengthen routine maintenance programs
4.3 Adopt a capital improvement program
4.4 Protect natural resources

Planning and Preparedness

5.1 Diversify the tax base
5.2 Leverage and maximize City facilities
5.3 Disasters and emergencies
5.4 Comprehensive community planning

Jacksonville City Council

AGENDA ITEM REPORT

AGENDA DATE:	4/12/2022	ITEM NUMBER:	19.
DEPARTMENT:	Council and Board	PREPARED BY:	Greg Lowe, City Secretary
INITIATED BY:	Greg Lowe, City Secretary	EXHIBITS:	February 2022 Financial Report, Police Report Mar 2022, March Fire Dept Report, Community and public services March 2022, Library Report March 2022, Museum Report March 22

EXECUTIVE SUMMARY:

The reports that follow are the monthly departmental reports and are part of the monthly report the city manager is required to make by charter.

RECOMMENDED ACTION:

No action

BID AND AWARD:

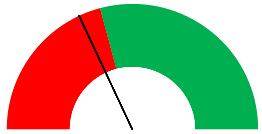
BUDGET DATA:

BUDGET JUSTIFICATION:

BACKGROUND:
POLICY/GOAL CONSIDERATION:
LEGAL:
City charter requires the city manager to make a montly report to the city council.

City of Jacksonville, Texas
Financial Statement
As of February 28, 2022

36% of Annual Projection



Water Sales

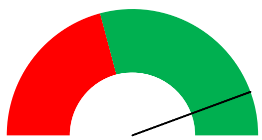
OVERVIEW

February 28th marks the end of the fifth period of the FY 2022 budget year.
Therefore, the year-to-date budget percentage for budgetary comparison is 41.7%.

As of February 28th, 2022 General & Utility Fund combined revenues are $9,772,185.
This is greater than budgeted expectations at 51.0% of the annual budgeted amount.
FY 2022 revenues are increased $375,171, or 4.0%, over FY 2021.

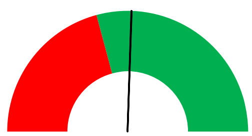
General & Utility Fund combined expenditures of $6,986,703 are less than revenue received.
This amount is less than budgeted expectations at 37.5% of the annual budgeted amount.
FY 2022 expenditures are increased $62,499, or 0.9 %, over FY 2021.

88.7% of Annual Projection



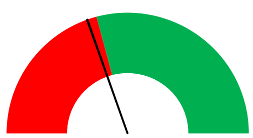
Property Taxes

51% of Annual Projection



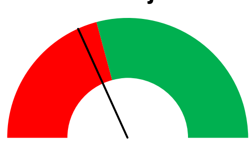
Sales Taxes

39.1% of Annual Projection

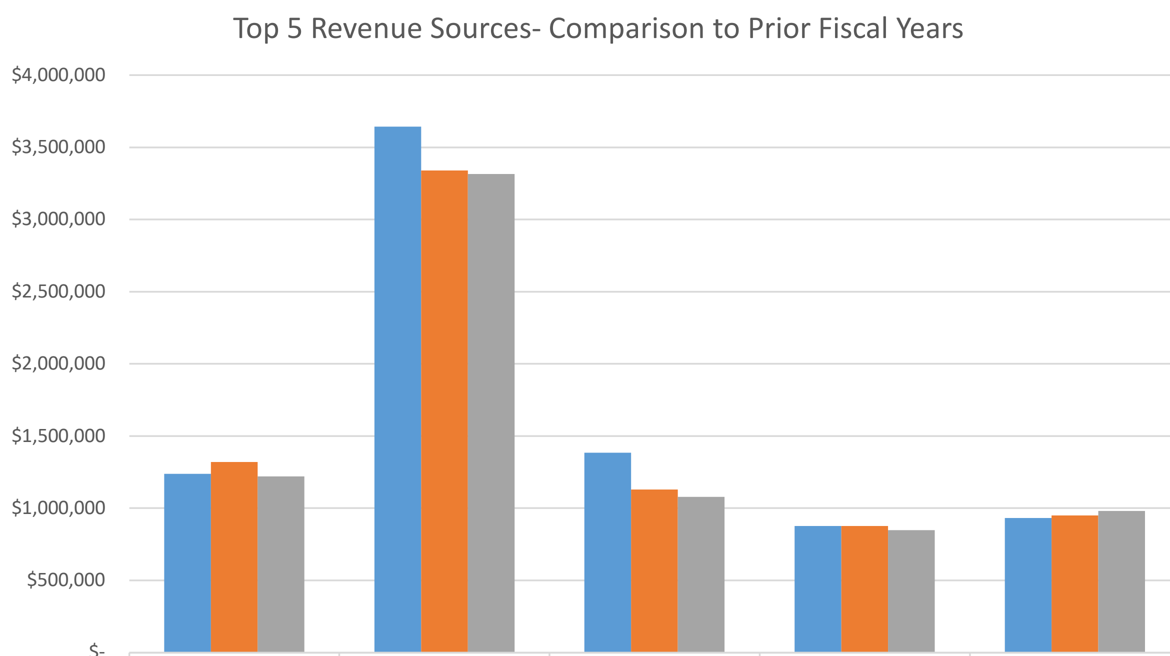


Sanitary Sewer Charges

36.4% of Annual Projection



Fees



	Water Sales	Property Taxes	Sales Taxes	Sanitary Sewer Charges	Fees
FY 2022	$1,237,337	$3,642,286	$1,384,416	$877,002	$931,366
FY 2021	$1,319,591	$3,338,573	$1,130,044	$875,469	$949,239
FY 2020	$1,219,036	$3,315,418	$1,077,932	$847,862	$981,517

GENERAL FUND REVENUES

Revenue Signal Key
> 100% of Projected
95-100% of Projected
< 95% of Projected

	February 2022				Year-To-Date				Annual			Prior Year		
	Signal	Actual	Projected	%	Signal	Actual	Projected	%	Actual	Projected	%	Actual	Projected	%
Taxes		$ 966,044	$ 569,031	169.8%		$ 5,026,703	$ 2,845,157	176.7%	$ 5,026,703	$ 6,828,377	73.6%	$ 4,468,617	$ 6,340,189	70.5%
Franchise Fees		109,283	105,217	103.9%		620,504	526,084	117.9%	620,504	1,262,601	49.1%	546,577	1,188,354	46.0%
Intergovernmental Revenue		-	-	0.0%		-	-	0.0%	-	-	0.0%	47,052	823,594	5.7%
Fines & Forfeiture		32,893	58,798	55.9%		125,601	293,990	42.7%	125,601	705,576	17.8%	258,407	515,473	50.1%
License & Permits		3,187	4,098	77.8%		15,043	20,490	73.4%	15,043	49,175	30.6%	12,292	31,521	39.0%
Fees & Charges For Services		172,704	213,345	81.0%		931,366	1,066,723	87.3%	931,366	2,560,136	36.4%	949,239	2,551,053	37.2%
Investment Income		5,975	2,500	239.0%		20,346	12,500	162.8%	20,346	30,000	67.8%	13,215	19,131	69.1%
Miscellaneous Receipts		20,723	3,304	627.2%		80,977	16,521	490.2%	80,977	39,650	204.2%	29,206	434,133	6.7%
Transfers In		140,486	140,486	100.0%		702,430	702,430	100.0%	702,430	1,685,833	41.7%	746,277	1,777,806	42.0%
Total Revenues		$ 1,451,295	$ 1,096,779	132.3%		$ 7,522,970	$ 5,483,895	137.2%	$ 7,522,970	$ 13,161,348	57.2%	$ 7,070,883	$ 13,681,254	51.7%

YEAR-TO-DATE OVERVIEW

February 28th, 2022 marks the end of the fifth period of the fiscal year. General Fund non-property tax revenue of $3,880,684 is $110,005 greater than projected. Total revenues (including Property Taxes) are $2,039,075 greater than projected and are increased $452,087, or 6.4%, over last fiscal year.

PROPERTY TAXES

Tax collection of $3,642,286 is $1,929,070 greater than projected and is increased $303,714, or 9.1%, over last fiscal year. The majority of property tax payments are received during the first five months of the fiscal year.

SALES TAXES

Through February 28th $1,384,416 of sales tax revenue has been received. Receipts are $252,476 greater than projected and are increased $254,372 over last fiscal year.

FRANCHISE FEES

Year-to-date Franchise Fees total $620,504. Receipts are $94,420 greater than projected and are increased 13.5%, or $73,926, over last fiscal year.

INTERGOVERNMENTAL REVENUE

Intergovernmental revenue is comprised of local, county, state, and federal grants and reimbursements received by the city. Through February 28th, no intergovernmental revenue has been received.

MUNICIPAL COURT

Revenue of $125,601 is $(168,389) less than the year-to-date projection. Collections are decreased $(132,806) from prior year. The city is currently hosting a warrant resolution event in an effort to collect on past due citations.

LICENSES & PERMITS

Revenue of $15,043 is $(5,446) less than the year-to-date projection but is increased $2,752 over FY 2021 receipts.

FEES & CHARGES FOR SERVICES

Fees & charges for services revenue year-to-date is $931,366, which is $(135,357) less than the year-to-date projection and is decreased $(17,873), or (1.9)%, 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 $20,346 is $7,846 greater than the year-to-date projection. Interest received on the City's investments was increased, $7,131, over FY 2021.

MISCELLANEOUS RECEIPTS

As of February 28th, $80,977 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

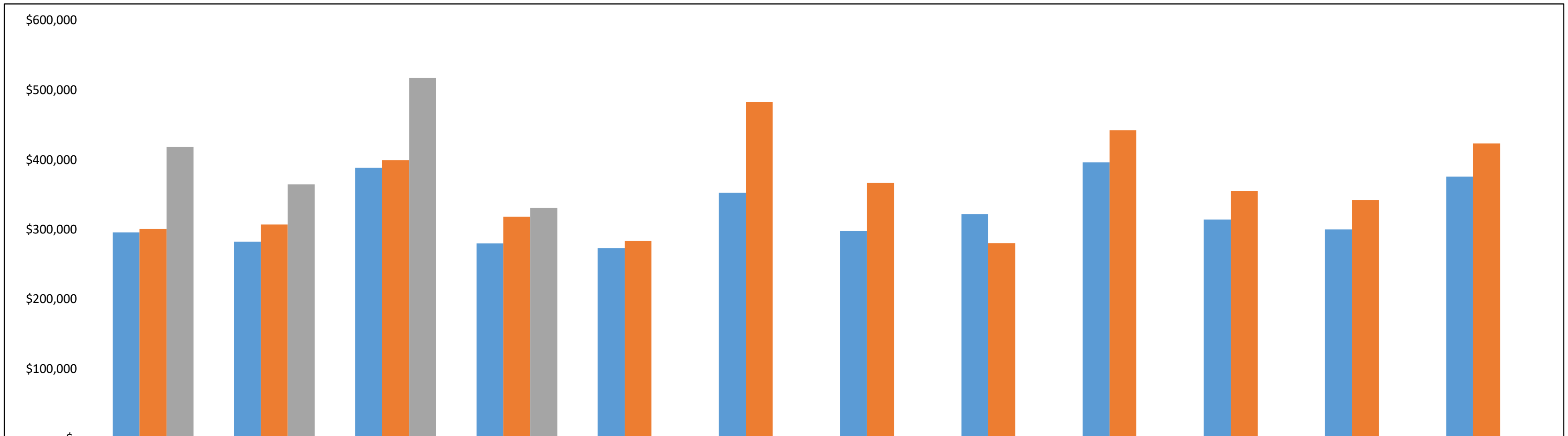
	CITY 66.67%	JEDCO 33.33%	TOTAL 100.00%	CUMULATIVE TOTAL
October	$ 197,428	$ 98,714	$ 296,141	$ 296,141
November	188,571	94,285	282,856	578,998
December	259,032	129,516	388,548	967,546
January	186,890	93,445	280,336	1,247,881
February	182,267	91,133	273,400	1,521,282
March	235,260	117,630	352,889	1,874,171
April	198,680	99,340	298,020	2,172,191
May	214,858	107,429	322,287	2,494,478
June	264,368	132,184	396,552	2,891,030
July	209,542	104,771	314,312	3,205,342
August	200,037	100,019	300,056	3,505,398
September	250,822	125,411	376,233	3,881,631
	$ 2,587,754	$ 1,293,877	$ 3,881,631	

FY 2021

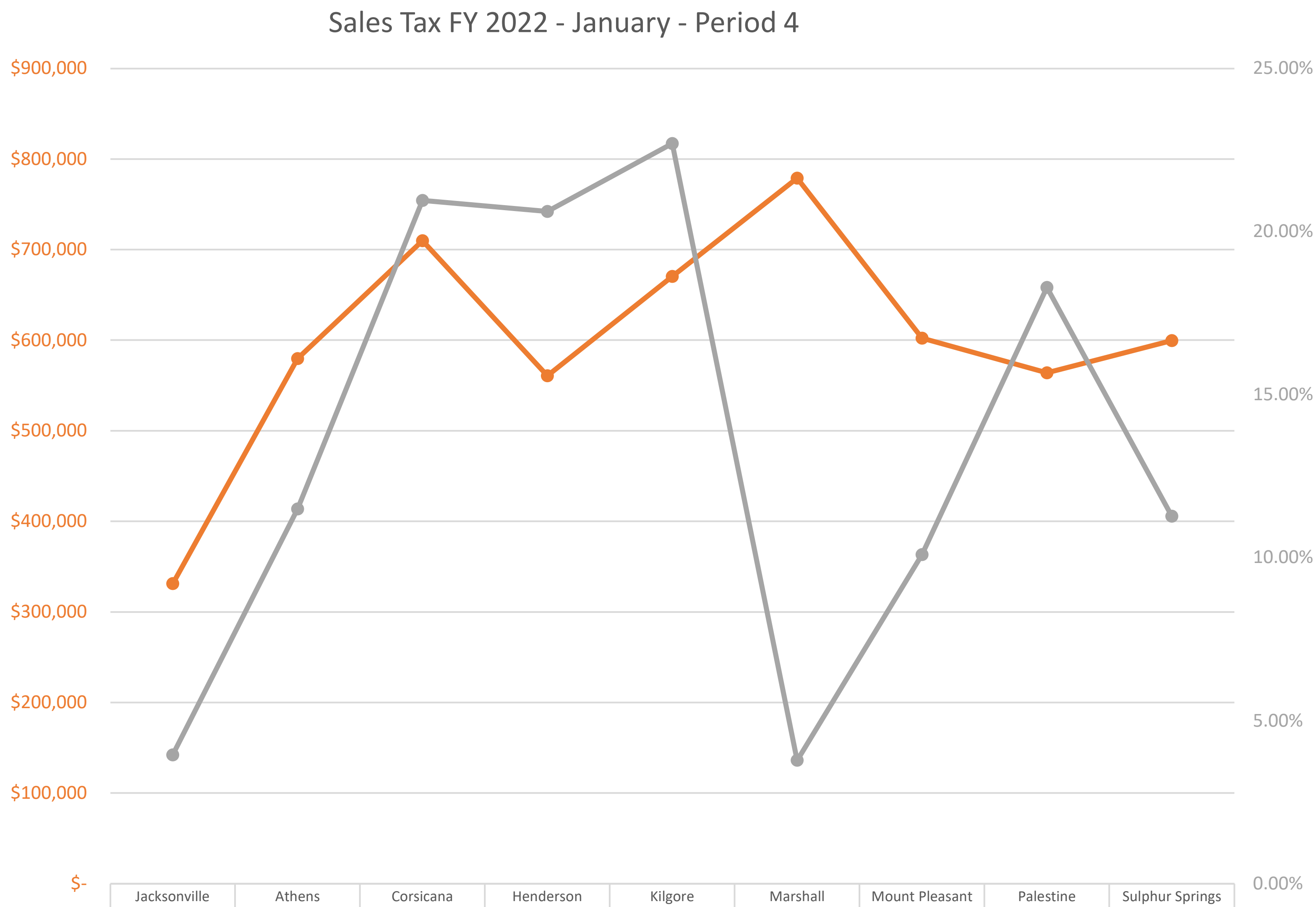
	CITY 66.67%	JEDCO 33.33%	TOTAL 100.00%	CUMULATIVE TOTAL
October	$ 200,706	$ 100,353	$ 301,059	$ 301,059
November	204,980	102,490	307,469	608,528
December	266,193	133,097	399,290	1,007,818
January	212,428	106,214	318,642	1,326,460
February	189,187	94,593	283,780	1,610,240
March	321,951	160,976	482,927	2,093,167
April	244,523	122,262	366,785	2,459,952
May	187,057	93,528	280,585	2,740,537
June	295,007	147,503	442,510	3,183,047
July	236,719	118,360	355,079	3,538,126
August	228,081	114,040	342,121	3,880,247
September	282,333	141,166	423,499	4,303,746
	$ 2,869,164	$ 1,434,582	$ 4,303,746	

FY 2022

	CITY 66.67%	JEDCO 33.33%	TOTAL 100.00%	CUMULATIVE TOTAL
October	$ 279,008	$ 139,504	$ 418,511	$ 418,511
November	243,203	121,601	364,804	783,316
December	344,882	172,441	517,322	1,300,638
January	220,816	110,408	331,224	1,631,863
February			-	1,631,863
March			-	1,631,863
April			-	1,631,863
May			-	1,631,863
June			-	1,631,863
July			-	1,631,863
August			-	1,631,863
September			-	1,631,863
	$ 1,087,908	$ 543,954	$ 1,631,863	



	October	November	December	January	February	March	April	May	June	July	August	September
FY 2020	$296,141	282,856	388,548	280,336	273,400	352,889	298,020	322,287	396,552	314,312	300,056	376,233
FY 2021	$301,059	307,469	399,290	318,642	283,780	482,927	366,785	280,585	442,510	355,079	342,121	423,499
FY 2022	$418,511	364,804	517,322	331,224	-	-	-	-	-	-	-	-



	Jacksonville	Athens	Corsicana	Henderson	Kilgore	Marshall	Mount Pleasant	Palestine	Sulphur Springs
$ Sales Tax Received March-2022	331,224.40	579,626.81	709,904.84	560,615.96	670,314.63	778,908.40	602,264.94	563,874.04	599,404.98
% Inc(+) Dec(-) from prior year	3.95%	11.49%	20.95%	20.61%	22.70%	3.79%	10.10%	18.29%	11.27%

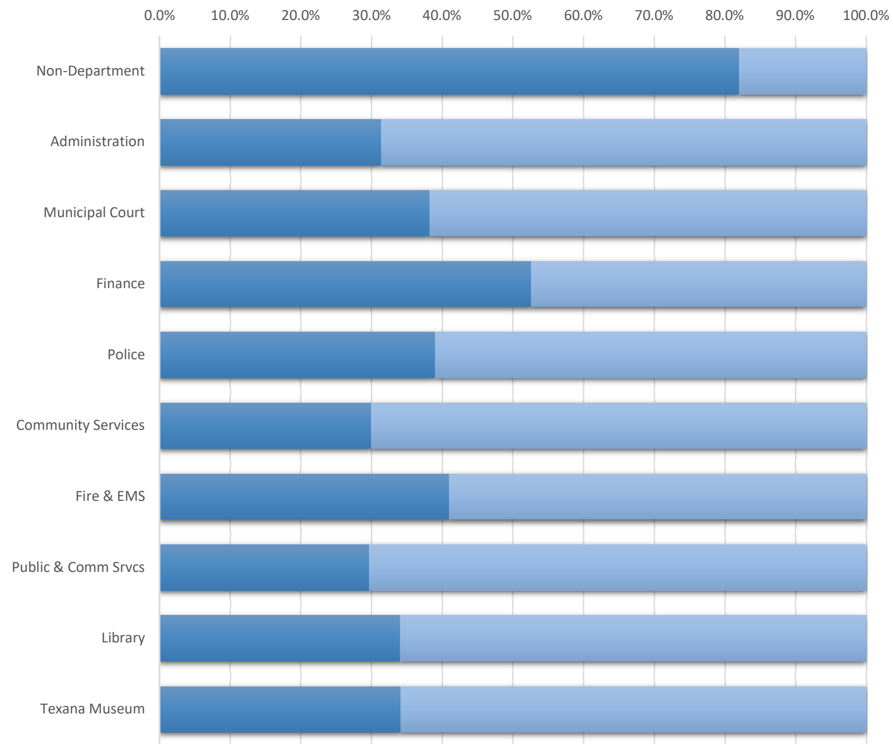
East Texas Cities Calendar Year 2021-2022 Sales Tax Comparison % Δ

	Jacksonville			Athens	Corsicana	Henderson	Kilgore	Marshall	Mount Pleasant	Palestine	Sulphur Springs	Weighted Average
	2022 - 2019 % Δ Month	2022 - 2020 % Δ Month	2022 - 2021 % 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	46.8%	33.1%	29.6%	10.8%	-3.8%	15.1%	15.9%	17.7%	14.6%	-1.5%	13.0%	11.4%
Mar-22	20.1%	18.2%	3.9%	11.5%	20.9%	20.6%	22.7%	3.8%	10.1%	18.3%	11.3%	13.6%
Apr-22												
May-22												
Jun-22												
Jul-22												
Aug-22												
Sep-22												
	2022 - 2019 % Δ YTD	2022 - 2020 % Δ YTD	2022 - 2021 % 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	34.7%	28.9%	22.7%	15.9%	14.2%	21.7%	31.7%	12.9%	11.6%	11.3%	13.8%	16.6%
Mar-22	32.5%	27.3%	19.7%	15.1%	15.2%	21.5%	30.2%	11.5%	11.4%	12.3%	13.4%	16.2%
Apr-22												
May-22												
Jun-22												
Jul-22												
Aug-22												
Sep-22												

"Month" is month in which revenue is received.

GENERAL FUND EXPENDITURES

	February 2022			Prior Year		
	YTD Actual	Annual Budget	% of Budget	YTD Actual	Annual Budget	% of Budget
Non-Department	$ 173,039	$ 210,908	82.0%	$ 334,343	$ 1,100,038	30.4%
Administration	335,602	1,069,637	31.4%	331,591	1,025,221	32.3%
Municipal Court	87,106	227,618	38.3%	81,262	207,393	39.2%
Finance	206,630	393,064	52.6%	158,301	358,374	44.2%
Police	1,354,140	3,474,383	39.0%	1,363,867	3,424,368	39.8%
Community Services	124,498	416,306	29.9%	93,945	298,496	31.5%
Fire & EMS	1,356,643	3,305,845	41.0%	1,196,903	3,315,312	36.1%
Public & Comm Srvcs	969,633	3,270,730	29.6%	1,100,979	3,391,383	32.5%
Library	124,778	366,531	34.0%	129,601	354,526	36.6%
Texana Museum	8,520	24,988	34.1%	9,250	23,680	39.1%
Total Expenditures	$ 4,740,591	$ 12,760,008	37.2%	$ 4,800,041	$ 13,498,790	35.6%



YEAR-TO-DATE OVERVIEW

February 28th, 2022, marks the end of the fifth period of the FY 2022 budget year. The year-to-date budget percentage for budgetary comparison is therefore 41.7%. Total General Fund expenditures of $4,740,591 are below budgetary expectations at 37.2% expended.

Non-Department

Non-Department expenditures, through February 28th, are at 82.0% 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 February 28th, $1,073,283, or 14.5%, of the annual budgets have been spent as described below.

FY 2022 CAPITAL EXPENDITURES

Police/Fire	Public Safety Complex	$ 770,545
Police/Fire	Communication Tower	254,059
Police	Two Patrol Vehicles	59,932
Police	Reimburse For Prior Year Patrol Vehicles	(50,096)
Cemetery	Cemetery Mapping Software	21,248
Library	Library Books & Materials	14,829
Fire	Fire St. No. 2 Remodel	6,903
Recreation	Pool vacuum	3,400
Non-Department	Love's Lookout Bike Trail	2,750
Library	Library Relocation Project	(10,287)
		$ 1,073,283

UTILITY FUND REVENUES

Revenue Signal Key
> 100% of Projected
95-100% of Projected
< 95% of Projected

	February 2022				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		411,852	499,514	82.5%		2,230,236	2,497,570	89.3%	2,230,236	5,994,168	37.2%	2,316,269	6,115,385	37.9%
Investment Income		1,311	1,465	89.5%		12,762	7,325	174.2%	12,762	17,580	72.6%	6,678	30,000	22.3%
Miscellaneous Receipts		2,288	350	653.8%		13,496	1,750	771.2%	13,496	4,200	321.3%	3,184	4,060	78.4%
Transfers In		-	-	0.0%		(7,278)	-	0.0%	(7,278)	-	0.0%	-	-	0.0%
Total Revenues		$ 415,451	$ 501,329	82.9%		$ 2,249,215	$ 2,506,645	89.7%	$ 2,249,215	$ 6,015,948	37.4%	$ 2,326,131	$ 6,149,445	37.8%

YEAR-TO-DATE OVERVIEW

Total Utility Fund revenue of $2,249,215 ended February $(257,430) less than the year-to-date projection and $(76,916) below prior year collections. The decrease from prior year is the result of lower water sales and fines and forfeitures.

WATER SALES

Revenue totaling $1,237,337 was $(194,878) less than the year-to-date projection. Water sales, through February, are down about (6.2) % when compared to FY 2021.

For the month of February, the city billed out 52,757,306 gallons of water. This amount is (24.7) % less than gallons billed February 2021. Year-to-date, the city has billed out 312,073,815 gallons. This amount is 90.9% of FY 2021 year-to-date billing.

SEWER CHARGES

Revenues of $877,002 were $(57,668) less than the monthly projection. Billing, however, was up about 0.2%, or $1,533, when compared to February 2021. Sanitary sewer billings are driven by water consumption.

OTHER CHARGES FOR SERVICE

Revenue of $15,499 ended February $(7,150) 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 $100,398 ended February $(7,638) 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

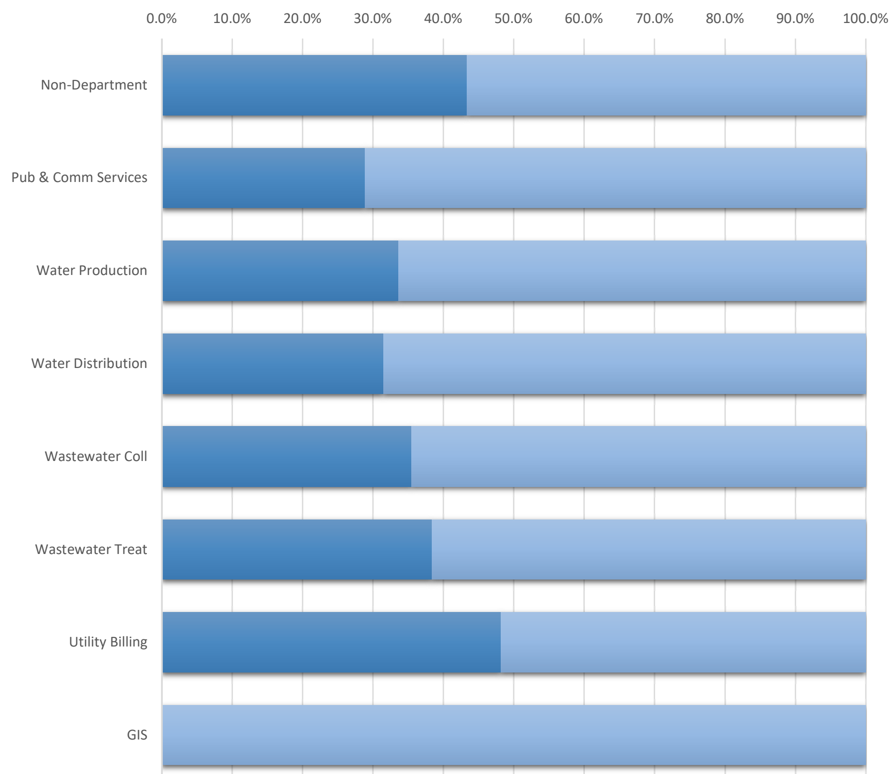
Interest earnings of $12,762 finished the month up about 74.2% over the projection and $6,084 greater than prior year receipts.

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

	February 2022			Prior Year		
	YTD Actual	Annual Budget	% of Budget	YTD Actual	Annual Budget	% of Budget
Non-Department	$ 954,634	$ 2,202,374	43.3%	$ 995,150	$ 2,269,237	43.9%
Pub & Comm Services	230,053	796,965	28.9%	255,623	763,462	33.5%
Water Production	198,367	590,300	33.6%	186,331	533,189	34.9%
Water Distribution	167,125	530,609	31.5%	153,972	493,442	31.2%
Wastewater Coll	230,291	648,872	35.5%	67,734	511,880	13.2%
Wastewater Treat	270,876	706,553	38.3%	301,237	781,654	38.5%
Utility Billing	194,766	404,380	48.2%	164,116	358,494	45.8%
GIS	-	-	0.0%	-	10,741	0.0%
Total Expenditures	$ 2,246,112	$ 5,880,054	38.2%	$ 2,124,162	$ 5,722,099	37.1%



OVERVIEW

February 28th, 2022, marks the end of the fifth period of the FY 2022 budget year. The year-to-date budget percentage for budgetary comparison is therefore 41.7%. Year to date expenditures total $2,246,112 or 38.2% of the budget.

NON-DEPARTMENT

Non-Department expenses, at $954,634, represent 43.3% 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 $230,053, the Public & Community Services Administration Department expended 28.9% of the annual budget amount.

WATER PRODUCTION

The Water Production department ended the month at $198,367, or 33.6%, of the annual budget amount.

WATER DISTRIBUTION

At $167,125, the Water Distribution department expended 31.5% of the annual budget amount.

WASTEWATER COLLECTION

Wastewater Collection expended $230,291, or 35.5% of the department's annual budget.

WASTEWATER TREATMENT

The Wastewater Treatment budget, expended through February, was $270,876 which represents 38.3% of the departments operating budget.

UTILITY BILLING

The Utility Billing department ended the month at $194,766, or 48.2% 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 February

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 02/28/2022	Target Fund Balance	Over / (Under) Target Fund Balance
101 GENERAL FUND	$ 3,872,088.76	$ 7,522,970.01	$ 4,740,590.77	$ 6,654,468.00	$ 2,552,001.70	$ 4,102,466.30
102 DEBT SERVICE FUND	154,005.22	1,324,256.79	728,619.62	749,642.39	158,816.02	590,826.37
103 CAPITAL PROJECTS FUND (GENERAL)	1,149,938.78	6,607.55	980,033.48	176,512.85		
Total Major Governmental Funds	**5,176,032.76**	**8,853,834.35**	**6,449,243.87**	**7,580,623.24**		
110 GRANT FUND	363,984.72	2,803.00	41,892.76	324,894.96		
111 HOTEL / MOTEL OCCUPANCY TAX FUND	679,174.86	132,299.04	549,303.98	262,169.92		
112 COURT TECHNOLOGY FUND	-	(9,366.46)	-	(9,366.46)		
113 COURT SECURITY FUND	151,744.03	3,533.91	7,406.40	147,871.54		
114 COURT CHILD SAFETY TRUST FUND	10,877.46	436.20	-	11,313.66		
115 POLICE STATE FORFEITURE FUND	11,029.28	218.72	-	11,248.00		
116 POLICE FEDERAL FORFEITURE FUND	9,216.60	37.30	-	9,253.90		
119 WAR MEMORIAL FUND	9,777.23	39.84	-	9,817.07		
Total Nonmajor Governmental Funds	**1,235,804.18**	**130,001.55**	**598,603.14**	**767,202.59**		
201 WATER & WASTEWATER UTILITY FUND	1,953,248.61	2,249,215.13	2,246,111.75	1,956,351.99	1,449,876.43	506,475.56
203 CAPITAL PROJECTS FUND (UTILITY)	2,204,450.39	193,231.53	354,531.18	2,043,150.74		
Total Enterprise Funds	**4,157,699.00**	**2,442,446.66**	**2,600,642.93**	**3,999,502.73**		
301 BEAUTIFICATION FUND	21,992.66	3,925.99	1,270.67	24,647.98		
Total Fiduciary Fund	**21,992.66**	**3,925.99**	**1,270.67**	**24,647.98**		
Grand Total- All Funds	**$ 10,591,528.60**	**$ 11,430,208.55**	**$ 9,649,760.61**	**$ 12,371,976.54**		

		Adopted Budget	Current Budget	Current Month	Y-T-D Actual	% of Budget	Budget Balance	Prior Year Y-T-D Actual	INC/(DEC) Prior Year
101 -GENERAL FUND- DETAIL									
REVENUE									
41-TAXES									
101-41400	AD VALOREM TAX- CURRENT	$ 3,949,769	$ 3,949,769	$ 608,509	$ 3,572,993	90.5%	$ 376,776	$ 3,293,936	$ 279,058
101-41401	AD VALOREM TAX- PRIOR	97,954	97,954	3,835	47,683	48.7%	50,271	31,947	15,736
101-41402	AD VALOREM TAX- PENALTY & INTEREST	59,247	59,247	7,468	21,611	36.5%	37,636	12,691	8,920
101-41403	AD VALOREM TAX- MISCELLANEOUS	4,749	4,749	-	-	0.0%	4,749	-	-
101-41404	SALES TAX	2,698,682	2,698,682	344,882	1,377,506	51.0%	1,321,176	1,122,738	254,767
101-41405	SALES TAX- TIMELY FILING DISCOUNT	450	450	42	164	36.5%	286	196	(32)
101-41406	MIXED BEVERAGE TAX	17,526	17,526	1,308	6,747	38.5%	10,779	7,110	(363)
	***** REVENUE CATEGORY TOTALS *****	**6,828,377**	**6,828,377**	**966,044**	**5,026,703**	**73.6%**	**1,801,674**	**4,468,617**	**558,086**
42-FRANCHISE FEES									
101-42410	ROW RENTAL FEES- ELECTRICITY	505,000	505,000	-	268,386	53.1%	236,614	256,933	11,453
101-42411	ROW RENTAL FEES- GAS UTILITIES	130,000	130,000	25,167	44,824	34.5%	85,176	46,935	(2,111)
101-42412	ROW RENTAL FEES- TELECOM	22,000	22,000	4,553	9,174	41.7%	12,826	9,961	(787)
101-42413	ROW RENTAL FEES- CABLE TV	128,064	128,064	29,553	59,604	46.5%	68,460	63,892	(4,288)
101-42414	SANITATION FRANCHISE FEES	104,111	104,111	18,059	55,870	53.7%	48,241	65,867	(9,997)
101-42415	LANDFILL CONTRACT FEES	373,426	373,426	31,952	182,646	48.9%	190,780	102,989	79,656
	***** REVENUE CATEGORY TOTALS *****	**1,262,601**	**1,262,601**	**109,283**	**620,504**	**49.1%**	**642,097**	**546,577**	**73,926**
43-INTERGOVERNMENTAL REVENUE									
101-43427	MISCELLANEOUS GRANT REVENUE	-	-	-	-	0.0%	-	47,052	(47,052)
	***** REVENUE CATEGORY TOTALS *****	**-**	**-**	**-**	**-**	**0.0%**	**-**	**47,052**	**(47,052)**
44-FINES & FORFEITURE									
101-44440	MUNICIPAL COURT- ADMINISTRATION FEES	240,000	240,000	925	(1,614)	-0.7%	241,614	161,968	(163,583)
101-44444	MUNICIPAL COURT- FINES	450,000	450,000	31,293	124,377	27.6%	325,623	90,138	34,239
101-44445	MUNICIPAL COURT- JUDICIAL ADMIN FUND	300	300	0	1	0.4%	299	105	(104)
101-44446	MUNICIPAL COURT- JURY FUND	276	276	13	56	20.1%	220	122	(66)
101-44447	MUNICIPAL COURT- TRUANCY PREVENTION & DIVERSION	15,000	15,000	661	2,781	18.5%	12,219	6,074	(3,293)
	***** REVENUE CATEGORY TOTALS *****	**705,576**	**705,576**	**32,893**	**125,601**	**17.8%**	**579,975**	**258,407**	**(132,806)**
45-LICENSE & PERMITS									
101-45450	BEER & WINE PERMIT-OFF PREMISE	210	210	-	98	46.4%	113	60	38
101-45451	BUILDING PERMITS	24,000	24,000	1,116	6,696	27.9%	17,304	4,248	2,448
101-45452	DEMOLITION PERMITS	1,100	1,100	100	400	36.4%	700	100	300
101-45453	ELECTRICAL PERMITS & LICENSES	10,500	10,500	831	1,733	16.5%	8,767	2,206	(474)
101-45454	EXCAVATION PERMITS	-	-	25	25	0.0%	(25)	-	25
101-45455	HEALTH PERMITS	908	908	-	30	3.3%	878	270	(240)
101-45457	MECHANICAL PERMITS	3,000	3,000	45	2,211	73.7%	789	1,332	879
101-45458	OUTDOOR BURNING PERMITS	660	660	-	800	121.2%	(140)	150	650
101-45459	PLAT PERMITS	200	200	50	138	69.0%	62	108	31
101-45460	PLUMBING & GAS PERMITS	8,397	8,397	695	2,563	30.5%	5,835	3,718	(1,156)
101-45461	SIGN PERMITS	-	-	300	300	0.0%	(300)	-	300
101-45462	SPRINKLER SYSTEM PERMITS	-	-	25	50	0.0%	(50)	-	50
101-45463	SYSTEMS/MISCELLANEOUS PERMITS	200	200	-	-	0.0%	200	100	(100)

		Adopted Budget	Current Budget	Current Month	Y-T-D Actual	% of Budget	Budget Balance	Prior Year Y-T-D Actual	INC/(DEC) Prior Year
	***** REVENUE CATEGORY TOTALS *****	**49,175**	**49,175**	**3,187**	**15,043**	**30.6%**	**34,132**	**12,292**	**2,752**
46-FEES & CHARGES FOR SERVICES									
101-46470	AMBULANCE FEES	969,820	969,820	56,210	308,212	31.8%	661,608	349,301	(41,090)
101-46471	AMBULANCE MEMBERSHIP FEES	26,868	26,868	2,208	11,144	41.5%	15,724	11,168	(24)
101-46472	ACCOUNT TRANSFER FEES	8,000	8,000	200	2,200	27.5%	5,800	3,800	(1,600)
101-46473	LAKE LOT LEASE FEES	75,790	75,790	200	32,260	42.6%	43,530	34,449	(2,190)
101-46474	FUEL PUMP SALES	85,000	85,000	473	5,805	6.8%	79,195	6,215	(409)
101-46475	CAMPGROUND RENTAL FEES	70,500	70,500	4,100	23,103	32.8%	47,397	17,770	5,333
101-46477	SANITATION FEES	1,226,572	1,226,572	102,476	502,941	41.0%	723,631	489,277	13,663
101-46478	GARBAGE CAN RENTAL FEES	23,331	23,331	1,824	9,373	40.2%	13,958	8,896	477
101-46479	SPECIAL PICK UP FEES	4,360	4,360	925	5,245	120.3%	(885)	900	4,345
101-46492	WRITE-OFF COLLECTIONS	100	100	-	-	0.0%	100	79	(79)
101-46493	POLICE DEPT FEES	3,420	3,420	-	752	22.0%	2,668	7,260	(6,508)
101-46494	ANIMAL SERVICES FEES	11,424	11,424	-	2,465	21.6%	8,959	5,653	(3,188)
101-46496	CEMETERY LOT SALES	24,000	24,000	3,200	10,090	42.0%	13,910	9,440	650
101-46497	INDUSTRIAL PARK RENTAL	12,000	12,000	-	13,368	111.4%	(1,368)	5,000	8,368
101-46498	LIBRARY FEES	18,951	18,951	588	4,108	21.7%	14,843	30	4,078
101-46500	RENTAL FEES	-	-	300	300	0.0%	(300)	-	300
	***** REVENUE CATEGORY TOTALS *****	**2,560,136**	**2,560,136**	**172,704**	**931,366**	**36.4%**	**1,628,770**	**949,239**	**(17,873)**
47-INVESTMENT INCOME									
101-47510	INTEREST INCOME	30,000	30,000	5,975	20,346	67.8%	9,654	13,215	7,131
	***** REVENUE CATEGORY TOTALS *****	**30,000**	**30,000**	**5,975**	**20,346**	**67.8%**	**9,654**	**13,215**	**7,131**
48-MISCELLANEOUS RECEIPTS									
101-48515	MISCELLANEOUS REVENUE	20,000	20,000	985	3,450	17.2%	16,550	2,176	1,273
101-48516	PRIOR YEARS REIMBURSEMENTS	-	-	-	1,160	0.0%	(1,160)	-	1,160
101-48517	REBATES & DISCOUNTS	17,250	17,250	12	38,562	223.5%	(21,312)	13,085	25,477
101-48518	INSURANCE PROCEEDS	-	-	15,365	33,540	0.0%	(33,540)	610	32,930
101-48519	LIBRARY DONATIONS	2,400	2,400	-	-	0.0%	2,400	-	-
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	-	-	(0)	(96)	0.0%	96	(23)	(73)
101-48532	DESIGNATED DONATIONS- STATE OF THE CITY DONATIONS	-	-	1,000	1,000	0.0%	(1,000)	-	1,000
101-48533	DESIGNATED DONATIONS- CRIME PREVENTION DONATIONS	-	-	-	-	0.0%	-	-	-
101-48534	DESIGNATED DONATIONS- POLICE DONATIONS	-	-	(746)	(746)	0.0%	746	-	(746)
101-48535	DESIGNATED DONATIONS- ANIMAL SHELTER DONATIONS	-	-	966	966	0.0%	(966)	250	716
101-48536	DESIGNATED DONATIONS- FIRE/EMS DONATIONS	-	-	(400)	(400)	0.0%	400	-	(400)
101-48537	DESIGNATED DONATIONS- PARKS & REC DONATIONS	-	-	-	-	0.0%	-	-	-
101-48538	DESIGNATED DONATIONS- LAKE JACKSONVILLE DONATIONS	-	-	-	-	0.0%	-	-	-
101-48539	DESIGNATED DONATIONS- LIBRARY DONATIONS	-	-	2,531	2,531	0.0%	(2,531)	-	2,531
101-48540	DESIGNATED DONATIONS- MUSEUM DONATIONS	-	-	1,010	1,010	0.0%	(1,010)	-	1,010
101-48541	DESIGNATED DONATIONS- LIBRARY NWSPPR DGTZTN	-	-	-	-	0.0%	-	-	-
	***** REVENUE CATEGORY TOTALS *****	**39,650**	**39,650**	**20,723**	**80,977**	**204.2%**	**(41,327)**	**29,206**	**51,771**
49-TRANSFERS IN									
101-49551	TRANSFER FROM COURT TECHNOLOGY FUND	-	-	-	-	0.0%	-	5,525	(5,525)

		Adopted Budget	Current Budget	Current Month	Y-T-D Actual	% of Budget	Budget Balance	Prior Year Y-T-D Actual	INC/(DEC) Prior Year
101-49552	TRANSFER FROM COURT SECURITY FUND	17,775	17,775	1,481	7,406	41.7%	10,369	7,310	97
101-49553	TRANSFER FROM UTILITY FUND	1,632,130	1,632,130	136,011	680,054	41.7%	952,076	718,429	(38,375)
101-49554	TRANSFER FROM HOTEL/MOTEL OCC TAX FUND	35,927	35,927	2,994	14,970	41.7%	20,958	15,014	(44)
	***** REVENUE CATEGORY TOTALS *****	**1,685,833**	**1,685,833**	**140,486**	**702,430**	**41.7%**	**983,402**	**746,277**	**(43,847)**
	***** TOTAL REVENUE *****	**13,161,348**	**13,161,348**	**1,451,295**	**7,522,970**	**57.2%**	**5,638,378**	**7,070,883**	**495,934**

10 -GENERAL FUND- DETAIL

EXPENSE

51-EMPLOYEE SERVICES

		Adopted Budget	Current Budget	Current Month	Y-T-D Actual	% of Budget	Budget Balance	Prior Year Y-T-D Actual	INC/(DEC) Prior Year
101-51600	SUPERVISION	1,049,704	1,049,704	71,402	377,522	36.0%	672,182	363,178	14,344
101-51601	OPERATIONAL	3,864,238	3,864,238	268,596	1,410,587	36.5%	2,453,652	1,425,080	(14,493)
101-51602	PERMANENT PART-TIME	123,196	123,196	6,005	31,711	25.7%	91,486	34,501	(2,790)
101-51604	SEASONAL PART-TIME POOL	32,256	32,256	-	-	0.0%	32,256	-	-
101-51607	TRANSFER TRUCK	112,743	112,743	6,242	26,605	23.6%	86,138	35,121	(8,515)
101-51608	CONTRACT INSPECTION STIPEND	2,000	2,000	-	-	0.0%	2,000	-	-
101-51609	FIELD TRAINING OFFICER STIPEND	11,420	11,420	990	7,245	63.4%	4,175	5,610	1,635
101-51610	HR STIPEND	12,000	12,000	1,000	4,355	36.3%	7,645	4,405	(50)
101-51611	K9 CARE STIPEND	7,040	7,040	542	2,755	39.1%	4,285	1,373	1,382
101-51612	ON CALL STIPEND	7,405	7,405	585	3,069	41.4%	4,336	2,159	909
101-51613	BI-LINGUAL PAY	19,800	19,800	2,100	8,480	42.8%	11,321	6,364	2,115
101-51614	CERTIFICATION PAY	133,500	133,500	8,738	42,694	32.0%	90,806	40,538	2,156
101-51615	DIFFERENTIAL PAY	31,500	31,500	1,750	8,923	28.3%	22,577	13,313	(4,389)
101-51616	EDUCATION PAY	30,000	30,000	2,200	9,754	32.5%	20,246	11,429	(1,675)
101-51617	LONGEVITY PAY	38,748	38,748	2,726	14,259	36.8%	24,489	14,231	28
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	678	33.9%	1,322	3,048	(2,370)
101-51621	CELL PHONE ALLOWANCE	5,460	5,460	350	1,532	28.1%	3,928	1,595	(63)
101-51622	CLOTHING ALLOWANCE	3,500	3,500	-	245	7.0%	3,255	3,500	(3,255)
101-51623	OVERTIME- CALL-OUT	26,332	26,332	1,423	6,342	24.1%	19,990	6,276	66
101-51624	OVERTIME- COURT	4,633	4,633	2,059	2,351	50.8%	2,282	194	2,157
101-51625	OVERTIME- FIRE PREVENTION	1,591	1,591	-	-	0.0%	1,591	-	-
101-51626	OVERTIME- HOLIDAY WORKED	4,815	4,815	-	255	5.3%	4,560	146	109
101-51627	OVERTIME-INCREASED MANPOWER	2,858	2,858	171	796	27.9%	2,062	617	179
101-51628	OVERTIME- LAKE PUBLIC SAFETY	3,000	3,000	-	-	0.0%	3,000	-	-
101-51629	OVERTIME- LATE CALLS	37,767	37,767	4,728	15,598	41.3%	22,169	8,683	6,916
101-51630	OVERTIME- TRAINING	53,364	53,364	3,954	14,437	27.1%	38,928	5,431	9,006
101-51632	OVERTIME- SCHEDULED (MANDATED)	261,300	261,300	16,339	82,550	31.6%	178,750	84,379	(1,830)
101-51633	OVERTIME- SHIFT COVERAGE	149,918	149,918	13,799	78,563	52.4%	71,356	83,278	(4,715)
101-51634	OVERTIME- SPECIAL EVENTS	11,476	11,476	-	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	139	1,431	10.0%	12,825	2,627	(1,196)
101-51638	FICA	461,943	461,943	30,623	165,277	35.8%	296,666	168,174	(2,897)
101-51639	DENTAL INSURANCE	32,494	32,494	2,425	10,922	33.6%	21,572	11,499	(577)
101-51640	HEALTH INSURANCE	675,743	675,743	51,192	231,542	34.3%	444,201	237,915	(6,373)
101-51641	LIFE INSURANCE	1,872	1,872	138	623	33.3%	1,249	658	(35)
101-51642	TMRS	637,983	637,983	43,621	239,849	37.6%	398,135	239,688	161
101-51643	WORKER'S COMPENSATION	111,401	111,401	7,842	45,898	41.2%	65,503	56,722	(10,824)
101-51644	CONTRA WAGE EXPENSE	(14,256)	(14,256)	(803)	(803)	5.6%	(13,453)	(2,348)	1,545

		Adopted Budget	Current Budget	Current Month	Y-T-D Actual	% of Budget	Budget Balance	Prior Year Y-T-D Actual	INC/(DEC) Prior Year
101-51645	UNEMPLOYMENT	-	-	-	335	0.0%	(335)	(116)	451
101-51646	CONTRACT LABOR	203,500	203,500	8,410	29,210	14.4%	174,290	25,960	3,250
101-51647	BENEFIT ADMINISTRATION	4,968	4,968	(1,036)	(2,313)	-46.6%	7,281	4,562	(6,875)
101-51648	EMPLOYEE TESTING	6,402	6,402	496	1,578	24.6%	4,824	725	853
101-51649	OTHER EMPLOYEE COSTS	16,300	16,300	-	1,663	10.2%	14,637	1,319	344
101-51650	RECRUITING & RETENTION	-	-	2,297	2,297	0.0%	(2,297)	-	2,297
101-51651	VOLUNTEER FIRE FUND	350	350	-	-	0.0%	350	-	-
101-51652	VOLUNTEER FIRE PENSION	4,200	4,200	-	1,000	23.8%	3,200	4,800	(3,800)
	***** EXPENSE CATEGORY TOTALS *****	**8,322,776**	**8,322,776**	**561,207**	**2,976,945**	**35.8%**	**5,345,830**	**3,037,834**	**(60,888)**
52-MAINTENANCE									
101-52700	R/M BUILDINGS & STRUCTURES	72,387	72,387	9,323	25,616	35.4%	46,771	15,111	10,504
101-52701	R/M EQUIPMENT & MACHINERY	123,607	123,607	4,486	35,019	28.3%	88,589	34,862	156
101-52705	R/M MOTOR VEHICLES	57,383	57,383	11,651	43,311	75.5%	14,072	27,652	15,660
101-52706	R/M OFFICE EQUIPMENT	1,200	1,200	-	141	11.8%	1,059	180	(39)
101-52707	R/M PARKS	52,250	52,250	8,133	19,608	37.5%	32,642	18,871	737
101-52708	R/M RADIO COMMUNICATION	6,000	6,000	-	-	0.0%	6,000	2,954	(2,954)
101-52709	R/M SIDEWALKS CULVERTS BRIDGES	50,000	50,000	10,682	10,682	21.4%	39,318	14,415	(3,732)
101-52710	R/M STREETS & ALLEYS	245,000	245,000	615	20,640	8.4%	224,360	7,415	13,225
101-52715	DAMAGES & CLAIMS	3,000	3,000	9,052	31,552	1051.7%	(28,552)	5,426	26,126
	***** EXPENSE CATEGORY TOTALS *****	**610,827**	**610,827**	**53,942**	**186,569**	**30.5%**	**424,259**	**126,885**	**59,684**
53-UTILITIES									
101-53730	ELECTRICITY	298,937	298,937	24,127	88,009	29.4%	210,928	96,394	(8,385)
101-53731	NATURAL GAS	29,288	29,288	3,908	8,030	27.4%	21,258	5,947	2,083
101-53732	PHONE/CABLE/INTERNET	134,439	134,439	7,160	51,629	38.4%	82,810	51,143	485
101-53733	WATER/SEWER & GARBAGE	33,828	33,828	1,125	15,604	46.1%	18,224	9,043	6,561
	***** EXPENSE CATEGORY TOTALS *****	**496,492**	**496,492**	**36,321**	**163,271**	**32.9%**	**333,220**	**162,527**	**745**
54-SUPPLIES									
101-54740	AMBULANCE SUPPLIES	48,616	48,616	3,357	12,482	25.7%	36,134	23,750	(11,269)
101-54741	ANIMAL CARE SUPPLIES	5,950	5,950	856	1,507	25.3%	4,443	1,025	483
101-54742	ANIMAL FOOD	13,480	13,480	884	2,431	18.0%	11,049	564	1,868
101-54743	BOOK SUPPLIES	6,010	6,010	505	1,794	29.9%	4,216	241	1,553
101-54744	BOTANICAL SUPPLIES	2,150	2,150	-	92	4.3%	2,058	-	92
101-54745	CASH OVER/SHORT	-	-	66	1,875	0.0%	(1,875)	23	1,852
101-54746	CHEMICAL SUPPLIES	52,125	52,125	54	642	1.2%	51,483	4,659	(4,018)
101-54749	FIRE ARM TRAINING SUPPLIES	6,000	6,000	-	2,944	49.1%	3,056	1,599	1,345
101-54750	FIRE FIGHTING FOAM	1,050	1,050	-	-	0.0%	1,050	1,021	(1,021)
101-54751	FIRE HOSE SUPPLIES	4,300	4,300	-	-	0.0%	4,300	-	-
101-54752	FOOD	17,312	17,312	1,492	8,615	49.8%	8,697	12,173	(3,558)
101-54755	INVESTIGATION SUPPLIES	3,900	3,900	325	657	16.8%	3,243	743	(85)
101-54756	JANITORIAL SUPPLIES	18,126	18,126	443	6,086	33.6%	12,040	4,387	1,699
101-54757	K-9 CARE SUPPLIES	10,600	10,600	284	994	9.4%	9,606	673	321
101-54762	MINOR TOOLS & EQUIPMENT	17,230	17,230	939	10,061	58.4%	7,169	22,002	(11,941)
101-54763	MISCELLANEOUS SUPPLIES	3,150	3,150	-	764	24.3%	2,386	2,904	(2,140)
101-54764	MOTOR VEHICLE FUEL	172,164	172,164	17,723	87,880	51.0%	84,284	29,581	58,299
101-54765	OFFICE EQUIP/FURNITURE/FIXTR	1,904	1,904	3,676	5,323	279.5%	(3,419)	1,172	4,150
101-54766	OFFICE SUPPLIES	20,548	20,548	2,830	11,136	54.2%	9,412	8,040	3,095

		Adopted Budget	Current Budget	Current Month	Y-T-D Actual	% of Budget	Budget Balance	Prior Year Y-T-D Actual	INC/(DEC) Prior Year
101-54767	OXYGEN SUPPLIES	6,463	6,463	624	1,584	24.5%	4,878	2,456	(871)
101-54768	PLAQUES & AWARDS	2,710	2,710	205	1,104	40.7%	1,606	2,775	(1,670)
101-54769	POSTAGE	10,105	10,105	1,101	3,643	36.1%	6,462	2,848	795
101-54770	PRINTING SUPPLIES	7,485	7,485	1,860	3,259	43.5%	4,226	1,074	2,184
101-54771	PROGRAMMING SUPPLIES	4,430	4,430	521	2,137	48.2%	2,293	320	1,816
101-54772	PROTECTIVE CLOTHING	12,501	12,501	-	-	0.0%	12,501	1,429	(1,429)
101-54773	PUBLIC EDUCATION SUPPLIES	2,550	2,550	-	1,161	45.5%	1,389	-	1,161
101-54774	RECREATION SUPPLIES	1,450	1,450	-	476	32.8%	974	646	(171)
101-54775	RESALE GASOLINE	56,470	56,470	15	4,954	8.8%	51,516	-	4,954
101-54776	SAFETY EQUIPMENT	500	500	-	-	0.0%	500	-	-
101-54777	STREET SIGN SUPPLIES	30,000	30,000	116	301	1.0%	29,699	13,454	(13,152)
101-54778	TECHNOLOGY SUPPLIES	3,868	3,868	-	503	13.0%	3,365	12,587	(12,084)
101-54779	WEARING APPAREL	64,457	64,457	4,433	24,430	37.9%	40,027	30,478	(6,048)
	***** EXPENSE CATEGORY TOTALS *****	**607,602**	**607,602**	**42,308**	**198,835**	**32.7%**	**408,768**	**182,624**	**16,211**
55-SERVICES									
101-55800	ACCOUNTING & AUDITING	36,829	36,829	-	-	0.0%	36,829	19,825	(19,825)
101-55801	APPRAISAL DISTRICT	115,864	115,864	30,991	90,948	78.5%	24,916	56,335	34,613
101-55802	BAD DEBT EXPENSE	-	-	-	-	0.0%	-	96	(96)
101-55804	BILLING & COLLECTION SERVICES	153,355	153,355	5,246	40,898	26.7%	112,457	44,467	(3,569)
101-55805	CONSTRUCTION CONTRACTS	30,000	30,000	-	-	0.0%	30,000	8,035	(8,035)
101-55806	CONSULTING SERVICES	13,632	13,632	833	7,167	52.6%	6,465	6,970	196
101-55807	CONTINGENCY	32,202	32,202	-	-	0.0%	32,202	-	-
101-55809	CREDIT CARD PROCESSING FEES	15,764	15,764	828	3,475	22.0%	12,289	4,291	(816)
101-55810	ELECTION COSTS	4,000	4,000	244	244	6.1%	3,756	3,631	(3,387)
101-55812	ENGINEERING SERVICES	10,000	10,000	-	2,300	23.0%	7,700	-	2,300
101-55813	FEES & PERMITS	100	100	-	-	0.0%	100	62	(62)
101-55815	INSURANCE-PROPERTY, PLANT, & EQUIPMENT	125,333	125,333	585	161,750	129.1%	(36,417)	125,333	36,417
101-55816	IT SUPPORT	66,800	66,800	-	60,000	89.8%	6,800	62,503	(2,503)
101-55817	JANITORIAL SERVICES	85,000	85,000	-	20,300	23.9%	64,700	2,025	18,275
101-55819	LEASE/RENTAL OF EQUIPMENT	26,438	26,438	1,222	5,911	22.4%	20,527	6,206	(295)
101-55820	LEASE/RENTAL OF PROPERTY	6,000	6,000	-	2,500	41.7%	3,500	2,500	-
101-55821	LEGAL ADVERTISING	4,250	4,250	689	3,212	75.6%	1,038	975	2,238
101-55822	LEGAL SERVICES	110,000	110,000	7,289	24,120	21.9%	85,880	17,876	6,244
101-55824	MISCELLANEOUS SERVICES	5,487	5,487	3	16,406	299.0%	(10,919)	5,290	11,116
101-55826	PUBLIC COMMUNICATION	2,200	2,200	1,951	2,428	110.3%	(228)	1,731	697
101-55828	SOFTWARE	219,237	219,237	491	65,200	29.7%	154,036	73,373	(8,173)
101-55829	SPECIAL SERVICES	1,000	1,000	5,151	12,626	1262.6%	(11,626)	2,450	10,176
101-55830	SUPPORT OF COMMUNITY SERVICES	67,500	67,500	-	17,950	26.6%	49,550	19,310	(1,360)
101-55833	VETERINARY SERVICES	7,000	7,000	109	440	6.3%	6,560	1,260	(820)
101-55834	SOLID WASTE & SLUDGE DISPOSAL	846,826	846,826	71,508	282,899	33.4%	563,927	269,833	13,067
	***** EXPENSE CATEGORY TOTALS *****	**1,984,816**	**1,984,816**	**127,140**	**820,776**	**41.4%**	**1,164,040**	**734,377**	**86,398**
56-TRAVEL & EDUCATION EXPENDITURES									
101-56851	MEMBERSHIP DUES	21,556	21,556	1,810	5,818	27.0%	15,738	6,809	(991)
101-56852	TRAINING EXPENSES	80,231	80,231	11,540	29,771	37.1%	50,461	5,561	24,210
101-56853	TRAVEL & LODGING EXPENSES	8,928	8,928	548	5,937	66.5%	2,991	3,139	2,798
	***** EXPENSE CATEGORY TOTALS *****	**110,715**	**110,715**	**13,898**	**41,526**	**37.5%**	**69,189**	**15,509**	**26,017**

		Adopted Budget	Current Budget	Current Month	Y-T-D Actual	% of Budget	Budget Balance	Prior Year Y-T-D Actual	INC/(DEC) Prior Year
57-DEBT SERVICE									
101-57862	CAPITAL LEASE INTEREST	30,197	30,197	-	20,941	69.3%	9,256	28,201	(7,260)
101-57863	CAPITAL LEASE PRINCIPAL	335,463	335,463	-	241,684	72.0%	93,779	234,424	7,260
	***** EXPENSE CATEGORY TOTALS *****	**365,660**	**365,660**	**-**	**262,625**	**71.8%**	**103,035**	**262,625**	**-**
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	15,066	24,648	38.8%	38,952	-	24,648
101-58882	CAPITAL MISCELLANEOUS	24,520	24,520	-	-	0.0%	24,520	7,800	(7,800)
101-58883	CAPITAL MOTOR VEHICLES	100,000	100,000	-	59,932	59.9%	40,068	91,095	(31,162)
101-58887	LIBRARY BOOKS & MATERIALS	42,000	42,000	3,522	14,829	35.3%	27,171	10,992	3,838
	***** EXPENSE CATEGORY TOTALS *****	**255,120**	**255,120**	**18,588**	**99,409**	**39.0%**	**155,711**	**109,886**	**(10,477)**
59 - TRANSFERS OUT									
101-59902	TRANSFER TO GEN CAPITAL PROJECTS FUND	-	-	-	-	0.0%	-	-	-
101-59903	TRANSFER TO GRANT FUND	-	-	-	-	0.0%	-	166,667	(166,667)
101-59906	TRANSFER TO BEAUTIFICATION FUND	6,000	6,000	500	2,500	41.7%	3,500	2,500	-
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**	**(9,365)**	**-156.1%**	**15,365**	**167,775**	**(177,140)**
	***** TOTAL EXPENSE *****	**$ 12,760,008**	**$ 12,760,008**	**$ 853,903**	**$ 4,740,591**	**37.2%**	**$ 8,019,418**	**$ 4,800,041**	**$ (59,451)**

102 -DEBT SERVICE FUND- DETAIL
REVENUE

		Adopted Budget	Current Budget	Current Month	Y-T-D Actual	% of Budget	Budget Balance	Prior Year Y-T-D Actual	INC/(DEC) Prior Year
102-41400	AD VALOREM TAX- CURRENT	$ 1,221,084	$ 1,221,084	$ 188,123	$ 1,104,689	90.5%	$ 116,396	$ 1,251,835	$ (147,146)
102-41401	AD VALOREM TAX- PRIOR	23,689	23,689	1,350	17,185	72.5%	6,504	9,548	7,636
102-41402	AD VALOREM TAX- PENALTY & INTEREST	23,811	23,811	2,433	7,642	32.1%	16,169	4,427	3,215
102-47510	INTEREST INCOME	6,960	6,960	567	2,708	38.9%	4,252	2,802	(94)
102-49553	TRANSFER FROM UTILITY FUND	478,348	478,348	39,862	192,034	40.1%	286,314	196,243	(4,209)
	***** TOTAL REVENUE *****	**1,753,893**	**1,753,893**	**232,335**	**1,324,257**	**75.5%**	**429,636**	**1,464,854**	**(140,598)**

102 -DEBT SERVICE FUND- DETAIL
EXPENSE

		Adopted Budget	Current Budget	Current Month	Y-T-D Actual	% of Budget	Budget Balance	Prior Year Y-T-D Actual	INC/(DEC) Prior Year
102-57864	CONTINUING DISCLOSURE	3,500	3,500	-	-	0.0%	3,500	-	-
102-57865	DEBT SERVICE INTEREST	573,011	573,011	289,397	289,397	50.5%	283,614	488,856	(199,458)
102-57866	DEBT SERVICE PRINCIPAL	1,145,000	1,145,000	445,000	445,000	38.9%	700,000	435,000	10,000
102-57867	PAYING AGENT FEES	1,500	1,500	-	1,500	100.0%	-	1,500	-
102-59904	TRANSFER TO WATER & WASTEWATER UTILITY FUND	-	-	-	(7,278)	0.0%	7,278	-	(7,278)
	***** TOTAL EXPENSE *****	**$ 1,723,011**	**$ 1,723,011**	**$ 734,397**	**$ 728,620**	**42.3%**	**$ 994,391**	**$ 925,356**	**$ (196,736)**

103 -CAPITAL PROJECTS FUND (GENERAL)- DETAIL
REVENUE

		Adopted Budget	Current Budget	Current Month	Y-T-D Actual	% of Budget	Budget Balance	Prior Year Y-T-D Actual	INC/(DEC) Prior Year
103-47510	INTEREST INCOME	$ 6,000	$ 6,000	$ 505	$ 6,568	109.5%	$ (568)	$ 36,789	$ (30,221)
103-48515	MISCELLANEOUS REVENUE	-	-	-	40	0.0%	(40)	-	40

		Adopted Budget	Current Budget	Current Month	Y-T-D Actual	% of Budget	Budget Balance	Prior Year Y-T-D Actual	INC/(DEC) Prior Year
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	455,000	(455,000)
103-48530	OTHER FINANCING SOURCES	754,681	754,681	-	-	0.0%	754,681	575,010	(575,010)
	***** TOTAL REVENUE *****	**1,480,681**	**1,480,681**	**505**	**6,608**	**0.4%**	**1,474,073**	**1,466,799**	**(1,460,191)**

103 -CAPITAL PROJECTS FUND (GENERAL)- DETAIL
EXPENSE

		Adopted Budget	Current Budget	Current Month	Y-T-D Actual	% of Budget	Budget Balance	Prior Year Y-T-D Actual	INC/(DEC) Prior Year
103-51629	OVERTIME- LATE CALLS	-	-	-	-	0.0%	-	3,087	(3,087)
103-51638	FICA	-	-	-	-	0.0%	-	236	(236)
103-51639	DENTAL INSURANCE	-	-	-	-	0.0%	-	22	(22)
103-51640	HEALTH INSURANCE	-	-	-	-	0.0%	-	439	(439)
103-51641	LIFE INSURANCE	-	-	-	-	0.0%	-	1	(1)
103-51642	TMRS	-	-	-	-	0.0%	-	309	(309)
103-51643	WORKER'S COMPENSATION	-	-	-	-	0.0%	-	44	(44)
103-55803	BANKING FEES	120	120	10	50	41.7%	70	50	-
103-55824	MISCELLANEOUS SERVICES	-	-	-	-	0.0%	-	20,690	(20,690)
103-57862	CAPITAL LEASE INTEREST	16,787	16,787	1,238	6,109	36.4%	10,678	3,886	2,224
103-57863	CAPITAL LEASE PRINCIPAL	575,010	575,010	-	-	0.0%	575,010	409,045	(409,045)
103-58880	CAPITAL BUILDINGS & STRUCTURES	6,243,554	6,243,554	52,343	839,522	13.4%	5,404,032	1,295,836	(456,313)
103-58881	CAPITAL MACHINERY & EQUIPMENT	183,253	183,253	34,155	181,698	99.2%	1,555	3,220	178,478
103-58882	CAPITAL MISCELLANEOUS	-	-	2,750	2,750	0.0%	(2,750)	-	2,750
103-58883	CAPITAL MOTOR VEHICLES	704,681	704,681	-	(50,096)	-7.1%	754,777	515,860	(565,956)
	***** TOTAL EXPENSE *****	**$ 7,723,405**	**$ 7,723,405**	**$ 90,496**	**$ 980,033**	**12.7%**	**$ 6,743,372**	**$ 2,252,724**	**$ (1,272,691)**

201 -WATER & WASTEWATER UTILITY FUND- DETAIL
REVENUE

		Adopted Budget	Current Budget	Current Month	Y-T-D Actual	% of Budget	Budget Balance	Prior Year Y-T-D Actual	INC/(DEC) Prior Year
201-46472	ACCOUNT TRANSFER FEES	$ 3,000	$ 3,000	$ 250	$ 1,100	36.7%	$ 1,900	$ 850	$ 250
201-46480	WATER SALES	3,437,316	3,437,316	222,649	1,237,337	36.0%	2,199,979	1,319,591	(82,254)
201-46481	WATER TAP FEES	10,000	10,000	250	1,000	10.0%	9,000	1,881	(881)
201-46482	SEWER SALES	2,243,208	2,243,208	166,484	877,002	39.1%	1,366,206	875,469	1,533
201-46483	SEWER TAP FEES	6,500	6,500	500	2,000	30.8%	4,500	1,000	1,000
201-46484	PENALTIES	256,717	256,717	17,882	99,588	38.8%	157,129	107,290	(7,702)
201-46486	RECONNECT FEES	525	525	-	(35)	-6.7%	560	(140)	105
201-46488	METER TAMPERING FEES	2,432	2,432	414	414	17.0%	2,018	491	(77)
201-46489	NSF CHECK FEES	2,070	2,070	300	810	39.1%	1,260	930	(120)
201-46491	SERVICE APPLICATION FEES	14,433	14,433	1,075	5,625	39.0%	8,809	5,375	250
201-46492	WRITE-OFF COLLECTIONS	500	500	-	-	0.0%	500	367	(367)
201-46501	METER PURCHASE FEE	17,467	17,467	2,049	5,395	30.9%	12,071	3,166	2,229
201-47510	INTEREST INCOME	17,580	17,580	1,311	12,762	72.6%	4,818	6,678	6,084
201-48515	MISCELLANEOUS REVENUE	2,100	2,100	2,288	3,664	174.5%	(1,564)	1,300	2,364
201-48517	REBATES & DISCOUNTS	2,100	2,100	-	9,831	468.2%	(7,731)	1,884	7,947
201-49560	TRANSFER FROM DEBT SERVICE FUND	-	-	-	(7,278)	0.0%	7,278	-	(7,278)
	***** TOTAL REVENUE *****	**6,015,948**	**6,015,948**	**415,451**	**2,249,215**	**37.4%**	**3,766,733**	**2,326,131**	**(76,916)**

201 -WATER & WASTEWATER UTILITY FUND- DETAIL
EXPENSE

		Adopted Budget	Current Budget	Current Month	Y-T-D Actual	% of Budget	Budget Balance	Prior Year Y-T-D Actual	INC/(DEC) Prior Year
51-EMPLOYEE SERVICES									
201-51600	SUPERVISION	131,206	131,206	10,062	50,671	38.6%	80,535	46,579	4,092
201-51601	OPERATIONAL	656,794	656,794	47,831	243,561	37.1%	413,233	243,425	136
201-51612	ON CALL STIPEND	6,825	6,825	425	1,883	27.6%	4,942	1,786	97
201-51613	BI-LINGUAL PAY	-	-	150	680	0.0%	(680)	-	680
201-51614	CERTIFICATION PAY	5,775	5,775	450	1,915	33.2%	3,860	2,402	(487)
201-51616	EDUCATION PAY	5,100	5,100	625	2,644	51.8%	2,456	1,814	830
201-51617	LONGEVITY PAY	10,291	10,291	836	4,165	40.5%	6,126	3,906	259
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	678	33.9%	1,322	2,742	(2,063)
201-51621	CELL PHONE ALLOWANCE	2,100	2,100	140	607	28.9%	1,493	725	(118)
201-51623	OVERTIME- CALL-OUT	78,885	78,885	5,964	18,034	22.9%	60,851	11,145	6,889
201-51626	OVERTIME- HOLIDAY WORKED	10,466	10,466	-	3,908	37.3%	6,558	6,647	(2,739)
201-51629	OVERTIME- LATE CALLS	26,540	26,540	3,050	10,329	38.9%	16,212	5,485	4,843
201-51632	OVERTIME- SCHEDULED (MANDATED)	34,923	34,923	2,995	14,688	42.1%	20,235	24,576	(9,887)
201-51638	FICA	75,548	75,548	5,478	28,098	37.2%	47,450	28,013	85
201-51639	DENTAL INSURANCE	6,271	6,271	480	2,160	34.4%	4,111	2,017	143
201-51640	HEALTH INSURANCE	117,750	117,750	8,536	38,347	32.6%	79,403	35,527	2,820
201-51641	LIFE INSURANCE	361	361	28	128	35.4%	233	123	4
201-51642	TMRS	108,533	108,533	7,844	40,620	37.4%	67,912	40,016	604
201-51643	WORKER'S COMPENSATION	17,187	17,187	1,052	5,904	34.4%	11,282	7,603	(1,699)
201-51645	UNEMPLOYMENT	-	-	-	347	0.0%	(347)	196	150
201-51646	CONTRACT LABOR	3,570	3,570	-	1,000	28.0%	2,570	1,615	(615)
	***** EXPENSE CATEGORY TOTALS *****	**1,319,826**	**1,319,826**	**96,114**	**488,740**	**37.0%**	**831,086**	**487,812**	**928**
52-MAINTENANCE									
201-52700	R/M BUILDINGS & STRUCTURES	65,000	65,000	13,551	26,375	40.6%	38,625	9,912	16,462
201-52701	R/M EQUIPMENT & MACHINERY	25,400	25,400	6,536	7,972	31.4%	17,428	2,093	5,880
201-52702	R/M LIFT STATIONS	45,143	45,143	547	4,144	9.2%	40,999	969	3,175
201-52703	R/M METERS TAPS SVC CONNECTS	116,000	116,000	3,879	28,005	24.1%	87,995	41,344	(13,339)
201-52705	R/M MOTOR VEHICLES	2,950	2,950	1,360	3,655	123.9%	(705)	4,723	(1,068)
201-52710	R/M STREETS & ALLEYS	52,263	52,263	9,775	18,714	35.8%	33,549	13,880	4,835
201-52711	R/M WASTEWATER PLANTS	10,000	10,000	1,328	3,051	30.5%	6,949	3,058	(7)
201-52712	R/M WATER & WASTEWATER MAINS	285,000	285,000	8,571	49,080	17.2%	235,920	69,040	(19,960)
201-52713	R/M WATER STORAGE TANKS	45,000	45,000	-	-	0.0%	45,000	7,590	(7,590)
201-52714	R/M WATER WELLS	84,449	84,449	656	3,690	4.4%	80,759	1,194	2,496
201-52715	DAMAGES & CLAIMS	6,000	6,000	-	-	0.0%	6,000	-	-
	***** EXPENSE CATEGORY TOTALS *****	**737,205**	**737,205**	**46,202**	**144,686**	**19.6%**	**592,519**	**153,803**	**(9,117)**
53-UTILITIES									
201-53730	ELECTRICITY	462,057	462,057	35,722	131,210	28.4%	330,847	146,205	(14,995)
201-53731	NATURAL GAS	519	519	48	243	46.8%	276	131	112
201-53732	PHONE/CABLE/INTERNET	15,892	15,892	709	5,727	36.0%	10,165	2,325	3,403
201-53733	WATER/SEWER & GARBAGE	65,647	65,647	3,057	3,098	4.7%	62,549	12,790	(9,692)
	***** EXPENSE CATEGORY TOTALS *****	**544,115**	**544,115**	**39,535**	**140,278**	**25.8%**	**403,837**	**161,451**	**(21,173)**
54-SUPPLIES									
201-54745	CASH OVER/SHORT	-	-	-	2,074	0.0%	(2,074)	163	1,911
201-54746	CHEMICAL SUPPLIES	139,441	139,441	11,750	85,980	61.7%	53,461	59,515	26,465

		Adopted Budget	Current Budget	Current Month	Y-T-D Actual	% of Budget	Budget Balance	Prior Year Y-T-D Actual	INC/(DEC) Prior Year
201-54752	FOOD	500	500	121	239	47.9%	261	-	239
201-54753	GROUNDWATER PURCHASES	25,557	25,557	-	8,097	31.7%	17,460	6,512	1,585
201-54756	JANITORIAL SUPPLIES	5,026	5,026	91	1,533	30.5%	3,493	580	953
201-54758	LAB EQUIPMENT & SUPPLIES	3,677	3,677	463	965	26.2%	2,712	2,642	(1,677)
201-54762	MINOR TOOLS & EQUIPMENT	9,163	9,163	341	2,249	24.5%	6,913	2,379	(129)
201-54763	MISCELLANEOUS SUPPLIES	2,450	2,450	52	480	19.6%	1,970	1,514	(1,034)
201-54764	MOTOR VEHICLE FUEL	44,803	44,803	5,772	19,548	43.6%	25,254	5,383	14,165
201-54766	OFFICE SUPPLIES	4,459	4,459	45	810	18.2%	3,648	1,049	(239)
201-54769	POSTAGE	846	846	46	179	21.1%	667	89	90
201-54778	TECHNOLOGY SUPPLIES	61,410	61,410	-	59,458	96.8%	1,952	59,008	450
201-54779	WEARING APPAREL	11,204	11,204	1,490	5,569	49.7%	5,635	5,013	556
	***** EXPENSE CATEGORY TOTALS *****	**308,535**	**308,535**	**20,170**	**187,181**	**60.7%**	**121,354**	**143,846**	**43,335**
55-SERVICES									
201-55800	ACCOUNTING & AUDITING	23,546	23,546	-	-	0.0%	23,546	12,675	(12,675)
201-55802	BAD DEBT EXPENSE	1,288	1,288	-	-	0.0%	1,288	858	(858)
201-55803	BANKING FEES	355	355	-	-	0.0%	355	237	(237)
201-55804	BILLING & COLLECTION SERVICES	37,422	37,422	3,119	12,360	33.0%	25,063	12,010	350
201-55809	CREDIT CARD PROCESSING FEES	37,000	37,000	4,473	23,083	62.4%	13,917	15,293	7,790
201-55811	ELECTROINC PAYMENT- UB CREDITS	29,000	29,000	3,338	16,415	56.6%	12,585	14,841	1,574
201-55812	ENGINEERING SERVICES	30,000	30,000	3,300	9,700	32.3%	20,300	-	9,700
201-55813	FEES & PERMITS	40,775	40,775	1,974	36,410	89.3%	4,365	34,620	1,791
201-55815	INSURANCE-PROPERTY, PLANT, & EQUIPMENT	66,707	66,707	-	71,062	106.5%	(4,355)	66,707	4,355
201-55818	LAB SERVICES	61,000	61,000	3,943	25,891	42.4%	35,109	17,737	8,154
201-55819	LEASE/RENTAL OF EQUIPMENT	165,825	165,825	2,597	69,237	41.8%	96,588	2,392	66,845
201-55821	LEGAL ADVERTISING	1,000	1,000	-	-	0.0%	1,000	-	-
201-55822	LEGAL SERVICES	10,000	10,000	-	-	0.0%	10,000	7,836	(7,836)
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	129	8.1%	1,461	81	48
201-55829	SPECIAL SERVICES	1,000	1,000	-	975	97.5%	25	610	365
201-55834	SOLID WASTE & SLUDGE DISPOSAL	166,229	166,229	10,760	67,101	40.4%	99,127	74,910	(7,809)
	***** EXPENSE CATEGORY TOTALS *****	**678,237**	**678,237**	**33,535**	**332,363**	**49.0%**	**345,874**	**260,988**	**71,375**
56-TRAVEL & EDUCATION EXPENDITURES									
201-56851	MEMBERSHIP DUES	525	525	-	-	0.0%	525	-	-
201-56852	TRAINING EXPENSES	9,800	9,800	111	272	2.8%	9,528	1,590	(1,318)
201-56853	TRAVEL & LODGING EXPENSES	1,750	1,750	-	1,975	112.9%	(225)	-	1,975
	***** EXPENSE CATEGORY TOTALS *****	**12,075**	**12,075**	**111**	**2,247**	**18.6%**	**9,828**	**1,590**	**657**
57-DEBT SERVICE									
201-57862	CAPITAL LEASE INTEREST	11,596	11,596	-	4,061	35.0%	7,535	-	4,061
201-57863	CAPITAL LEASE PRINCIPAL	147,988	147,988	-	52,788	35.7%	95,200	-	52,788
	***** EXPENSE CATEGORY TOTALS *****	**159,583**	**159,583**	**-**	**56,849**	**35.6%**	**102,735**	**-**	**56,849**
58-CAPITAL EXPENDITURES									
201-58881	CAPITAL MACHINERY & EQUIPMENT	10,000	10,000	-	21,680	216.8%	(11,680)	-	21,680

		Adopted Budget	Current Budget	Current Month	Y-T-D Actual	% of Budget	Budget Balance	Prior Year Y-T-D Actual	INC/(DEC) Prior Year
	***** EXPENSE CATEGORY TOTALS *****	**10,000**	**10,000**	**-**	**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	680,054	41.7%	952,076	718,429	(38,375)
201-59901	TRANSFER TO DEBT SERVICE FUND	478,348	478,348	39,862	192,034	40.1%	286,314	196,243	(4,209)
	***** EXPENSE CATEGORY TOTALS *****	**2,110,478**	**2,110,478**	**175,873**	**872,088**	**41.3%**	**1,238,390**	**914,672**	**(42,584)**
	***** TOTAL EXPENSE *****	**$ 5,880,054**	**$ 5,880,054**	**$ 411,541**	**$ 2,246,112**	**38.2%**	**$ 3,633,943**	**$ 2,124,162**	**$ 121,950**

203 -CAPITAL PROJECTS FUND (UTILITY)- DETAIL
REVENUE

		Adopted Budget	Current Budget	Current Month	Y-T-D Actual	% of Budget	Budget Balance	Prior Year Y-T-D Actual	INC/(DEC) Prior Year
203-47510	INTEREST INCOME	$ 27,600	$ 27,600	$ 1,584	$ 9,662	35.0%	$ 17,938	$ 10,544	$ (881)
203-48518	INSURANCE PROCEEDS	-	-	-	183,569	0.0%	(183,569)	44,351	139,218
203-48525	SALE OF CAPITAL VEHICLES	440,000	440,000	-	-	0.0%	440,000	385,000	(385,000)
	***** TOTAL REVENUE *****	**467,600**	**467,600**	**1,584**	**193,232**	**41.3%**	**274,368**	**439,895**	**(246,663)**

203 -CAPITAL PROJECTS FUND (UTILITY)- DETAIL
EXPENSE

		Adopted Budget	Current Budget	Current Month	Y-T-D Actual	% of Budget	Budget Balance	Prior Year Y-T-D Actual	INC/(DEC) Prior Year
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	92,590	343,266	847.1%	(302,742)	20,299	322,967
203-52714	R/M WATER WELLS	32,600	32,600	-	-	0.0%	32,600	-	-
203-55812	ENGINEERING SERVICES	-	-	1,750	8,055	0.0%	(8,055)	-	8,055
203-55829	SPECIAL SERVICES	-	-	1,350	3,210	0.0%	(3,210)	21,873	(18,663)
203-58880	CAPITAL BUILDINGS & STRUCTURES	30,000	30,000	-	-	0.0%	30,000	208,174	(208,174)
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	321,147	(321,147)
	***** TOTAL EXPENSE *****	**$ 648,383**	**$ 648,383**	**$ 95,690**	**$ 354,531**	**54.7%**	**$ 293,852**	**$ 571,493**	**$ (216,962)**

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
Beginning Fund Balance	**$ 363,985**	**$ 679,175**	**$ -**	**$ 151,744**	**$ 10,877**
REVENUE					
TAXES	-	123,170	-	-	-
FRANCHISE FEES	-	-	-	-	-
INTERGOVERNMENTAL REVENUE	2,803	-	-	-	-
FINES & FORFEITURE	-	-	2,499	2,931	391
LICENSE & PERMITS	-	-	-	-	-
FEES & CHARGES FOR SERVICES	-	-	-	-	-
INVESTMENT INCOME	-	2,428	-	603	45
MISCELLANEOUS RECEIPTS	-	6,701	-	-	-
TRANSFERS IN	-	-	(11,865)	-	-
Total	**2,803**	**132,299**	**(9,366)**	**3,534**	**436**
EXPENSE					
EMPLOYEE SERVICES	803	9,054	-	-	-
MAINTENANCE	-	1,258	-	-	-
UTILITIES	-	756	-	-	-
SUPPLIES	-	4,639	-	-	-
SERVICES	41,090	14,672	-	-	-
TRAVEL & EDUCATION EXPENDITURES	-	33	-	-	-
DEBT SERVICE	-	-	-	-	-
CAPITAL EXPENDITURES	-	503,922	-	-	-
TRANSFERS OUT	-	14,970	-	7,406	-
Total	**41,893**	**549,304**	**-**	**7,406**	**-**
Surplus (Deficit)	**(39,090)**	**(417,005)**	**(9,366)**	**(3,872)**	**436**
Ending Fund Balance	**$ 324,895**	**$ 262,170**	**$ (9,366)**	**$ 147,872**	**$ 11,314**

NON MAJOR FUNDS SUMMARY

	115 POLICE STATE FORFEITURE FUND	116 POLICE FEDERAL FORFEITURE FUND	119 WAR MEMORIAL FUND	301 BEAUTIFICATION FUND	TOTAL
Beginning Fund Balance	**$ 11,029**	**$ 9,217**	**$ 9,777**	**$ 21,993**	**$ 1,257,797**
REVENUE					
TAXES	-	-	-	-	123,170
FRANCHISE FEES	-	-	-	-	-
INTERGOVERNMENTAL REVENUE	173	-	-	-	2,803
FINES & FORFEITURE	-	-	-	-	5,820
LICENSE & PERMITS	-	-	-	-	-
FEES & CHARGES FOR SERVICES	-	-	-	-	-
INVESTMENT INCOME	45	37	40	96	3,249
MISCELLANEOUS RECEIPTS	-	-	-	1,330	8,031
TRANSFERS IN	-	-	-	2,500	(9,365)
Total	**219**	**37**	**40**	**3,926**	**133,709**
EXPENSE					
EMPLOYEE SERVICES	-	-	-	-	9,857
MAINTENANCE	-	-	-	-	1,258
UTILITIES	-	-	-	-	756
SUPPLIES	-	-	-	1,271	5,909
SERVICES	-	-	-	-	55,762
TRAVEL & EDUCATION EXPENDITURES	-	-	-	-	33
DEBT SERVICE	-	-	-	-	-
CAPITAL EXPENDITURES	-	-	-	-	503,922
TRANSFERS OUT	-	-	-	-	22,376
Total	**-**	**-**	**-**	**1,271**	**599,874**
Surplus (Deficit)	**219**	**37**	**40**	**2,655**	**(466,165)**
Ending Fund Balance	**$ 11,248**	**$ 9,254**	**$ 9,817**	**$ 24,648**	**$ 780,603**

Summary of Cash and Investment Activity

	Par Value	Book Value	Market Value	Ratio Market-to-Book Value
Beginning Balances				
Cash	$ 12,423,626.78	$ 12,423,626.78	$ 12,423,626.78	100.00%
Investments	1,893,788.30	1,893,788.30	1,893,788.30	100.00%
Total	14,317,415.08	14,317,415.08	14,317,415.08	100.00%
Activity				
Cash	(1,329,064.47)	(1,329,064.47)	(1,329,064.47)	
Investments				
Net Accretion & Amortization				
Purchases	500,665.82	500,665.82	500,665.82	
Maturities/Calls	-	-	-	
Changes to Market Value	-	-	(1,122.86)	
Net Monthly Activity	(828,398.65)	(828,398.65)	(829,521.51)	
Ending Balances				
Cash	11,094,562.31	11,094,562.31	11,094,562.31	100.00%
Investments	2,394,454.12	2,394,454.12	2,393,331.26	99.95%
Total	$ 13,489,016.43	$ 13,489,016.43	$ 13,487,893.57	99.99%

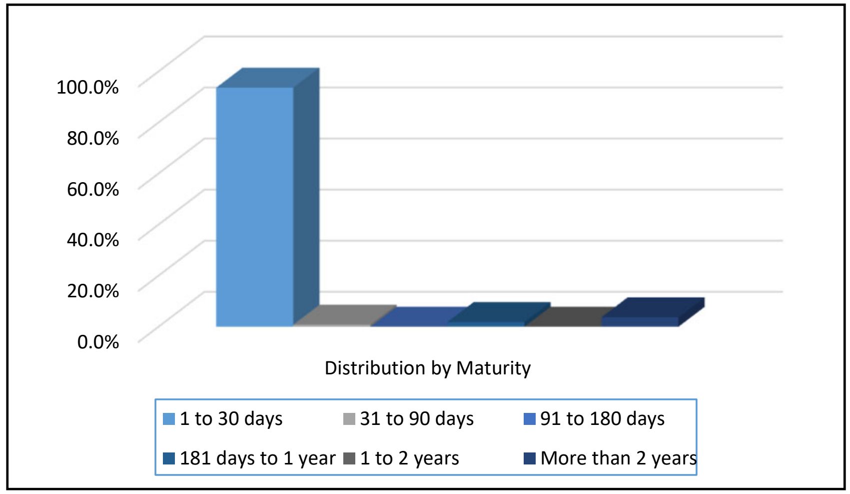
Summary of Cash and Investment Activity

Purchase Date	Maturity Date	CUSIP / CD Number	Security Type	Par Value	Coupon	Purchase Price	Purchase Yield	Purchase Principal	Book Value	Market Value	Gain / (Loss)	Days to Maturity
N/A	N/A	N/A	Cash In Depository Bank	$11,094,562		$ 100.000	1.000%	$ 11,094,562	$ 11,094,562	$ 11,094,562	$ -	1
N/A	N/A	N/A	FNC - Cash, Money Funds, and Bank Deposits	250,632		100.000	0.010%	250,632	250,632	250,632	-	1
N/A	N/A	N/A	LOGIC	288,152		100.000	0.108%	288,152	288,152	288,152	-	1
N/A	N/A	N/A	TexSTAR	250,340		100.000	0.010%	250,340	250,340	250,340	-	1
N/A	N/A	N/A	Texas Range	250,459		100.000	0.020%	250,459	250,459	250,459	-	1
N/A	N/A	N/A	Lone Star	250,870		100.000	0.020%	250,870	250,870	250,870	-	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	249,040	40	4
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	109,101	101	32
2/28/2020	2/28/2023	05580AVA9	CD - Bmw Bk North Amer Salt Lake City Utah	247,000		100.000	1.630%	247,000	247,000	248,783	1,783	365
1/31/2022	1/31/2025	70962LBA9	CD - Pentagon Federal Cr Un Tysons Corner Va	249,000		100.000	1.260%	249,000	249,000	245,243	(3,757)	1,068
2/15/2022	2/14/2025	3133ENPG9	US Agency- Federal Farm Credit Bank	250,000		100.000	1.740%	250,000	250,000	250,710	710	1,082
Totals/Weighted Average				$ 13,489,016			0.951%	$ 13,489,016	$ 13,489,016	$ 13,487,894	$ (1,123)	48
Benchmark - 8-week Treasury Bill Rates Coupon Equivalent							0.190%					

Summary of Cash and Investment Activity

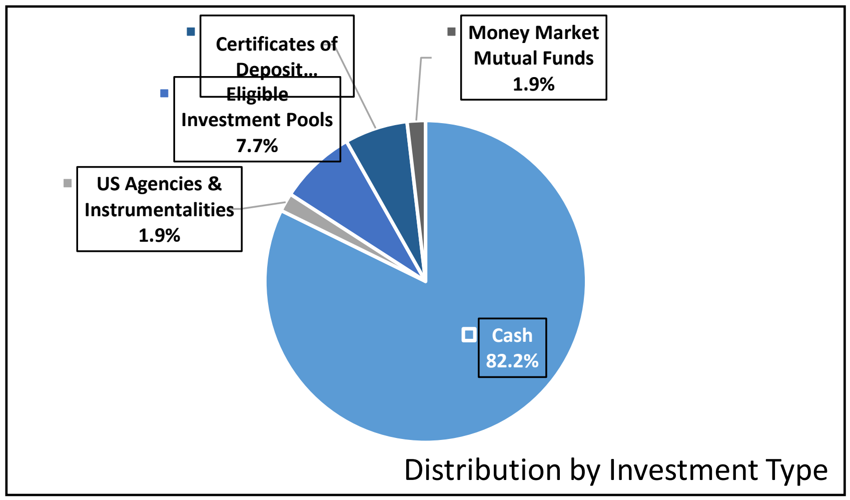
Distribution by Maturity

	Par Value	Percent
1 to 30 days	$12,634,016	93.7%
31 to 90 days	109,000	0.8%
91 to 180 days	-	0.0%
181 days to 1 year	247,000	1.8%
1 to 2 years	-	0.0%
More than 2 years	499,000	3.7%
	$ 13,489,016	100.0%



Distribution by Investment Type

	Book Value	Percent
Cash	$ 11,094,562	82.2%
US Agencies & Instrumentalities	250,000	1.9%
Eligible Investment Pools	1,039,822	7.7%
Certificates of Deposit	854,000	6.3%
US Treasury Bills / Notes / Bonds	-	0.0%
Money Market Mutual Funds	250,632	1.9%
Repurchase Agreements	-	0.0%
	$ 13,489,016	100.0%



Summary of Cash and Investment Activity

Transaction Information				Beginning			Ending		
Dates									
Purchase	Maturity	Description	Security Type	Par Value	Book Value	Market Value	Par Value	Book Value	Market Value
N/A	N/A	FNC - Cash, Money Funds, and Bank Deposits	Money Market Mutual Funds	$ -	$ -	$ -	$ 250,632	$ 250,632	$ 250,632
N/A	N/A	LOGIC	Investment Pool	288,128	288,128	288,128	288,152	288,152	288,152
N/A	N/A	TexSTAR	Investment Pool	250,338	250,338	250,338	250,340	250,340	250,340
N/A	N/A	Texas Range	Investment Pool	250,456	250,456	250,456	250,459	250,459	250,459
N/A	N/A	Lone Star	Investment Pool	250,865	250,865	250,865	250,870	250,870	250,870
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	249,040
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	109,101
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	248,783
1/31/2022	1/31/2025	CD - Pentagon Federal Cr Un Tysons Corner Va	Certificate of Deposit	249,000	249,000	249,000	249,000	249,000	245,243
2/15/2022	2/14/2025	US Agency- Federal Farm Credit Bank	US Government Bonds	-	-	-	250,000	250,000	250,710
Total of Investments				1,893,788	1,893,788	1,893,788	2,394,454	2,394,454	2,393,331
Cash					12,423,627	12,423,627		11,094,562	11,094,562
Total Investments & Cash					$ 14,317,415	$ 14,317,415		$ 13,489,016	$ 13,487,894

Cash and Investment Distribution by Fund

Description	Security Type	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
LOGIC	Investment Pool	$ 120,991	$ 16,056	$ 11,033	$ 46,846	$ 5,043	$ (203)	$ 3,206	$ 245	$ 244
TexSTAR	Investment Pool	105,115	13,949	9,585	40,699	4,381	(176)	2,786	213	212
Texas Range	Investment Pool	105,165	13,956	9,590	40,718	4,383	(177)	2,787	213	212
Lone Star	Investment Pool	105,337	13,979	9,606	40,785	4,390	(177)	2,792	214	212
FNC	Money Market Mutual Funds	105,237	13,965	9,596	40,746	4,386	(177)	2,789	213	212
FNC Brokered CD's, Agencies	Certificates of Deposit, Agencies	463,555	61,516	42,271	179,482	19,321	(778)	12,285	940	934
Total of Investments		1,005,399	133,420	91,681	389,276	41,905	(1,688)	26,645	2,039	2,027
Cash		4,631,676	614,641	486,136	1,793,319	193,050	(7,775)	122,748	9,391	9,337
Total Investments & Cash		5,637,074	748,062	577,816	2,182,595	234,955	(9,463)	149,393	11,430	11,364

Description	Security Type	116 POLICE FEDERAL FORFEITURE FUND	119 WAR MEMORIAL FUND	201 WATER & WASTEWATER UTILITY FUND	203 CAPITAL PROJECTS FUND	301 BEAUTIFICATION FUND	801 PAYROLL PAYABLES	901 UB CONVERSION	TOTAL
LOGIC	Investment Pool	201	213	37,331	44,847	531	1,787	(220)	288,152
TexSTAR	Investment Pool	174	185	32,433	38,962	462	1,552	(191)	250,340
Texas Range	Investment Pool	174	185	32,448	38,981	462	1,553	(191)	250,459
Lone Star	Investment Pool	175	185	32,501	39,045	463	1,556	(192)	250,870
FNC	Money Market Mutual Funds	175	185	32,471	39,008	462	1,554	(191)	250,632
FNC Brokered CD's, Agencies	Certificates of Deposit, Agencies	769	816	143,028	171,824	2,035	6,846	(843)	1,104,000
Total of Investments		1,667	1,769	310,212	372,667	4,415	14,848	(1,828)	2,394,454
Cash		7,682	8,149	1,429,088	1,716,804	20,338	68,401	(8,422)	11,094,562
Total Investments & Cash		$ 9,349	$ 9,918	$ 1,739,300	$ 2,089,471	$ 24,752	$ 83,249	$ (10,250)	$ 13,489,016

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	$ 3,784.76	$ 502.25	$ 460.06	$ 1,465.41	$ 157.75	$ (6.35)	$ 100.30	$ 7.67	$ 7.63
LOGIC	10.03	1.33	0.91	3.88	0.42	(0.02)	0.27	0.02	0.02
TexSTAR	0.85	0.11	0.08	0.33	0.04	(0.00)	0.02	0.00	0.00
Texas Range	1.34	0.18	0.12	0.52	0.06	(0.00)	0.04	0.00	0.00
Lone Star	1.99	0.26	0.18	0.77	0.08	(0.00)	0.05	0.00	0.00
FNC Money Market Mutual Funds	0.14	0.02	0.01	0.06	0.01	(0.00)	0.00	0.00	0.00
FNC Brokered CD's, US Agencies	470.08	62.38	42.87	182.01	19.59	(0.79)	12.46	0.95	0.95
Total	4,269.20	566.54	504.23	1,652.97	177.94	(7.17)	113.14	8.66	8.61

Summary of Investment Earnings

Description	116 POLICE FEDERAL FORFEITURE FUND	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	6.28	6.66	1,167.77	1,402.88	16.62	55.89	(6.88)	**9,128.70**
LOGIC	0.02	0.02	3.09	3.72	0.04	0.15	(0.02)	**23.88**
TexSTAR	0.00	0.00	0.26	0.31	0.00	0.01	(0.00)	**2.02**
Texas Range	0.00	0.00	0.41	0.50	0.01	0.02	(0.00)	**3.20**
Lone Star	0.00	0.00	0.61	0.74	0.01	0.03	(0.00)	**4.74**
FNC Money Market Mutual Funds	0.00	0.00	0.04	0.05	0.00	0.00	(0.00)	**0.34**
FNC Brokered CD's, US Agencies	0.78	0.83	145.04	174.24	2.06	6.94	(0.85)	**1,119.55**
Total	$ 7.08	$ 7.51	$ 1,317.25	$ 1,582.44	$ 18.75	$ 63.05	$ (7.76)	**$ 10,282.43**

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
March, 2022

POPULATION DATA		
January-21	14,544	
January-22	14,923	
Annual Growth	379	2.61%

PART 1 UCR CRIMES

	MONTHLY				YEAR TO DATE					
Offense Category	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**	**3**	**-2**	**-66.67**	**5**	**0.34**	**6**	**0.41**	**-1**	**-16.67**
Robbery	**0**	**0**	**No Change**	***NC**	**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	0	No Change	*NC	0	0.00	1	0.07	-1	-100.00
Assaults	**25**	**14**	**11**	**78.57**	**52**	**3.48**	**59**	**4.06**	**-7**	**-11.86**
Aggravated	5	3	2	66.67	13	0.87	19	1.31	-6	-31.58
Other Assaults	20	11	9	81.82	39	2.61	40	2.75	-1	-2.50
Burglary	**2**	**4**	**-2**	**-50.00**	**8**	**0.54**	**20**	**1.38**	**-12**	**-60.00**
Habitation	0	2	-2	-100.00	4	0.27	9	0.62	-5	-55.56
Building	2	2	No Change	0.00	4	0.27	11	0.76	-7	-63.64
Theft	**21**	**17**	**4**	**23.53**	**51**	**3.42**	**34**	**2.34**	**17**	**50.00**
Burglary Vehicle	1	1	No Change	0.00	2	0.13	9	0.62	-7	-77.78
Burglary Coin-Op Machine	0	0	No Change	*NC	0	0.00	0	0.00	No Change	*NC
Thefts	20	16	4	25.00	49	3.28	27	1.86	22	81.48
Motor Vehicle Theft	**3**	**1**	**2**	200.00	**8**	0.54	**10**	0.69	**-2**	-20.00
TOTAL OFFENSES	**52**	**39**	**13**	**33.33**	**124**	**8.31**	**130**	**8.94**	**-6**	**-4.62**

TRAFFIC ACCIDENT SUMMARY

	MONTHLY				YEAR TO DATE					
ACTIVITY	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	27	22	5	22.73	70	4.69	54	3.71	16	29.63
Injury Accidents	9	5	4	80.00	22	1.47	21	1.44	1	4.76
Number Transported	9	7	2	28.57	19	1.27	16	1.10	3	18.75
Fatality Accidents	0	0	No Change	*NC	0	0.00	1	0.07	-1	-100.00
Fatalities	0	0	No Change	*NC	0	0.00	1	0.07	-1	-100.00

PATROL & TRAFFIC DIVISIONS ACTIVITY

	MONTHLY				YEAR TO DATE					
ACTIVITY	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	1,823	1,606	217	13.51	5,223	350.00	7,481	514.37	(2,258)	-30.18
Citations	149	150	-1	-0.67	572	38.33	1,729	118.88	(1,157)	-66.92
Offense Reports	159	140	19	13.57	440	29.48	396	1044.85	44	11.11
Response Time Avg. Emergency	7.15	4.70	2.45	52.13	6.94		6.31		0.63	9.98
Response Time Avg. Non-Emer.	9.51	8.12	1.39	17.12	8.47		7.91		0.56	7.08

COMMUNICATIONS DIVISION ACTIVITY

	MONTHLY				YEAR TO DATE					
ACTIVITY	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	41	15	26	173.33	74	4.96	23	1.58	51	221.74
911 Calls - Total	431	356	75	21.07	1,198	80.28	3,174	218.23	(1,976)	-62.26
911 Calls - Police	234	167	67	40.12	605	40.54	703	48.34	-98	-13.94
911 Calls - Fire	58	54	4	7.41	182	12.20	110	7.56	72	65.45
911 Calls - EMS	139	135	4	2.96	411	27.54	734	50.47	-323	-44.01

CRIMINAL INVESTIGATION DIVISION ACTIVITY

	MONTHLY				YEAR TO DATE					
ACTIVITY	**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	77	54	23	42.59	240	16.08	165	11.34	75	45.45
Cases Cleared	74	36	38	105.56	188	12.60	116	7.98	72	62.07
Cases Filed (Misdemeanor)	47	61	-14	-22.95	108	7.24	90	6.19	18	20.00
Cases Filed (Felony)	46	48	-2	-4.17	94	6.30	90	6.19	4	4.44
Cases Filed (Juvenile)	5	2	3	150.00	10	0.67	2	0.13	8	400.00

ARRESTS

	MONTHLY				YEAR TO DATE					
ACTIVITY	**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	5	9	-4	-44.44	21	1.41	16	1.10	5	31.25
Adult Arrests	49	54	-5	-9.26	155	10.39	181	12.44	-26	-14.36
City Warrant Cleared	9	3	6	200.00	18	1.21	104	7.15	-86	-82.69
Drug Related Arrests	16	15	1	6.67	46	3.08	34	2.34	12	35.29
Juvenile Arrests	7	3	4	133.33	12	0.80	3	0.21	9	300.00

POLICE PERSONNEL

	MONTHLY				YEAR TO DATE					
ACTIVITY	**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	132	274	-142	-51.82	866	58.03	299	20.56	567	189.63
Community Meetings	8	9	-1	-11.11	18	1.21	6	0.41	12	200.00
Lake Patrol Hours	1	0	1	*NC	1	0.07	0	0.00	1	*NC
Volunteer Hours	29	21	8	38.10	72	4.82	643	44.21	-571	-88.80
Volunteer Security Checks	52	28	24	85.71	91	6.10	249	17.12	-158	-63.45
Open Records Requests	85	24	61	254.17	127	8.51	55	3.78	72	130.91
Special Events	1	1	No Change	0.00	4	0.27	1	0.07	3	300.00

CODE ENFORCEMENT ACTIVITY

ACTIVITY	MONTHLY: Monthly Totals	Previous Month's Totals	Amount of Change	Percent Increase/Decrease	YEAR TO DATE: YTD 2022	2022 Per 1000/capita	YTD 2021	2021 Per 1000/capita	Amount of Change	Percent Increase/ Decrease
Inspections - Trash	15	20	-5	-25	44	2.95	166	11.41	-122	-73.5
- Junk Vehicles	1	5	-4	-80	8	0.54	41	2.82	-33	-80.5
- Grass/Weeds	0	0	No Change	*NC	0	0.00	9	0.62	-9	-100.0
- Illegal Signs	105	36	69	192	162	10.86	61	4.19	101	165.6
- Unsafe Conditions	1	2	-1	-50	3	0.20	3	0.21	No Change	0.0
- Vendors	0	1	-1	-100	1	0.07	19	1.31	-18	-94.7
- Other	2	1	1	100	5	0.34	5	0.34	No Change	0.0
Resolved - Trash	18	12	6	50	39	2.61	80	5.50	-41	-51.3
- Junk Vehicles	0	4	-4	-100	6	0.40	15	1.03	-9	-60.0
- Grass/Weeds	0	5	-5	-100	10	0.67	3	0.21	7	233.3
- Illegal Signs	105	36	69	192	162	10.86	59	4.06	103	174.6
- Unsafe Conditions	1	0	1	*NC	1	0.07	1	0.07	No Change	0.0
- Vendors	0	1	-1	-100	1	0.07	20	1.38	-19	-95.0
- Other	2	1	1	100	5	0.34	1	0.07	4	400.0

ANIMAL SERVICES ACTIVITY

ACTIVITY	MONTHLY: Monthly Totals	Previous Month's Totals	Amount of Change	Percent Increase/Decrease	YEAR TO DATE: YTD 2022	2022 Per 1000/capita	YTD 2021	2021 Per 1000/capita	Amount of Change	Percent Increase/ Decrease
Dogs - Intake	35	18	17	94	66	4.42	109	7.49	-43	-39.4
Dogs - Adopted / Rescued	28	23	5	22	63	166.23	70	4.81	-7	-10.0
Dogs - Reclaimed by Owner	3	8	-5	-63	16	1.07	47	3.23	-31	-66.0
Cats - Intake	9	10	-1	-10	23	1.54	25	1.72	-2	-8.0
Cats - Adopted / Rescued	6	7	-1	-14	21	1.41	25	1.72	-4	-16.0
Cats - Reclaimed by Owner	0	0	No Change	*NC	0	0.00	1	0.07	-1	-100.0
Calls for Service Total	119	125	-6	-5	381	25.53	267	18.36	114	42.7
Barking Dogs	2	3	-1	-33	6	0.40	11	0.76	-5	-45.5
Loose Animals	62	164	-102	-62	280	18.76	81	5.57	199	245.7
Other Wildlife - Livestock	3	4	-1	-25	9	0.60	13	0.89	-4	-30.8
Value of Donated Materials	$200	$300	-100	-33	$973	65.20	$1,590	109.32	-$617	-38.8
Volunteer Hours	29	34	-5	-15	135	9.05	149	10.24	-14	-9.4
Community Service Hours	268	300	-32	-11	938	62.86	1,037	71.30	-99	-9.5

Fire Departme

March Council Repo

Fire Responses	
EMS Backups	96
Vehicle/Trailer Fires	2
Structure Fire	4
Structure Fire-Fully Active	2
Fire Alarms	65
Brush Fire Mutual Aid	5
Misc. Fires	16
Motor Vehicle Assists	39

Notes For Council:

JFD hired one new employee who is a Firefighter.

One vacancy remains open.

EMS Report	
Out of Town Transfers	22
Christus Tyler	18
UT Tyler	5
Rusk Nursing Home Transfers	0
Treatment no Transports	49
Airport Flight Crew Transport	0
Emergency EMS Calls	238

Fire Marshall's Office	
Fire Inspections	16
Fire Investigations	4
Fire Permits	5
Plan Review/Meetings	4
Fire Prevention/Tours	2
Bailiff Hours	16

Community & Public Services Reported Concerns

Monthly Report

March-22

Building

CONCERN	Mar-22	Oct. 1 - YTD	Notes:
Building		0	
Illegal Use of Occupancy		0	
Misc. - Issue Internal Use		0	
General		3	
Inspection		0	
Other		8	
Zoning Violations		0	

Parks

CONCERN			Notes:
Overgrowth		0	
Trash & Rubbish		0	
Other	1	1	
Parks/Facility Maintenance		0	

Public Services

CONCERN			Notes:
General Request-Public Services		0	

Sanitation

CONCERN			Notes:
Trash Can	8	31	
Trash & Rubbish		8	

Bulky Waste Pick Up Request	64	274	

Streets

CONCERN			Notes:
Decorative Street Light		2	
Clogged Storm Drain	2	3	
Dead/Fallen Tree on Street	2	7	
Grass in Curb and Gutter		0	
Low Limbs or Vegetation Blocking Line of Sight		0	
Misc. Use		0	
Other	3	21	
Overgrowth	1	2	
Pothole/Street Repairs	3	14	
Right of Way Mowing		0	
Signage	1	5	
Stagnant Water		0	
Street Light Out		1	
Street Sweeping Needed		6	

Water

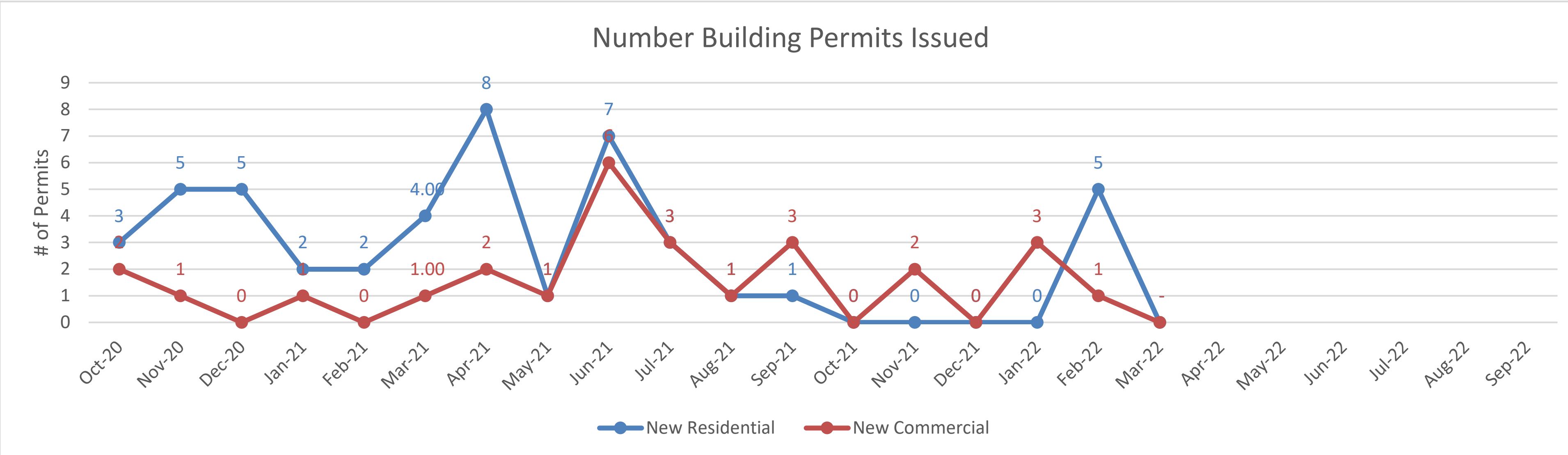
CONCERN			Notes:
Fire Hydrant Maintenance		1	
locates	10	172	
Water in the Streets		0	
Water Leaks	7	56	
Water Meter Leaks	14	28	
Other	3	18	

Wastewater Collection

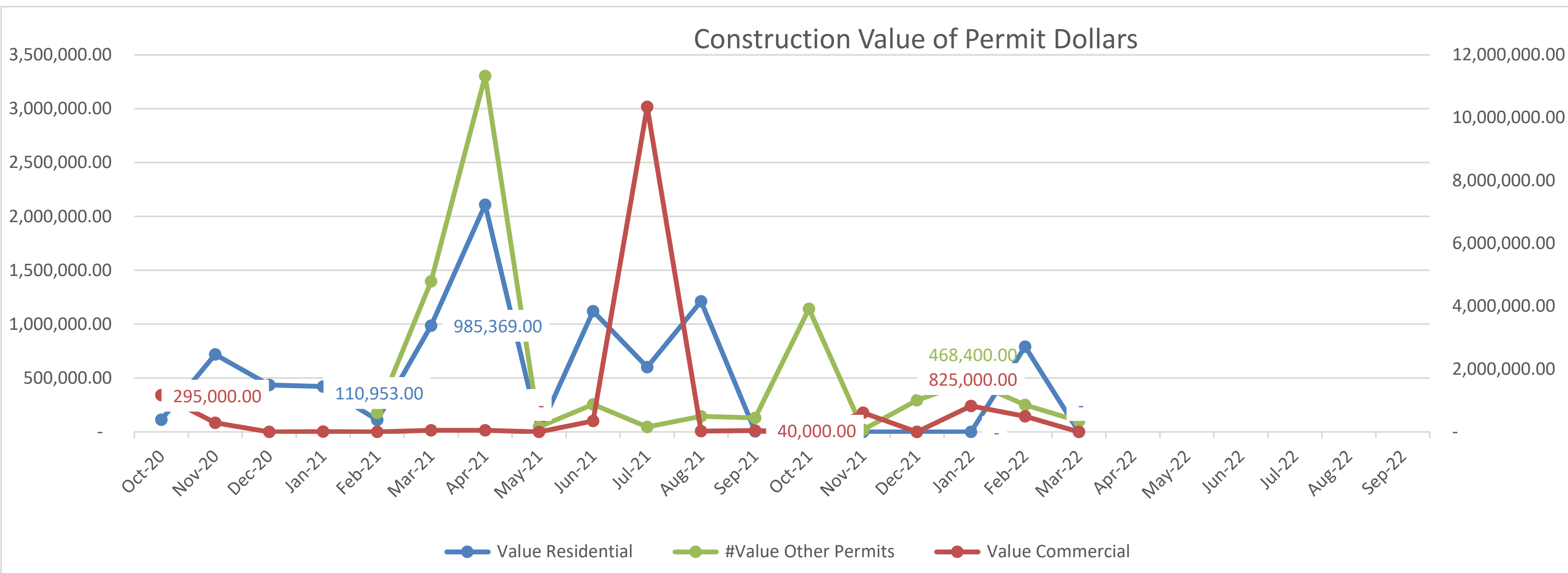
CONCERN			Notes:
Sewer backup	9	45	
sewage other		4	
Sewage Leak		3	
Sewer Odor		6	

Utility Billing

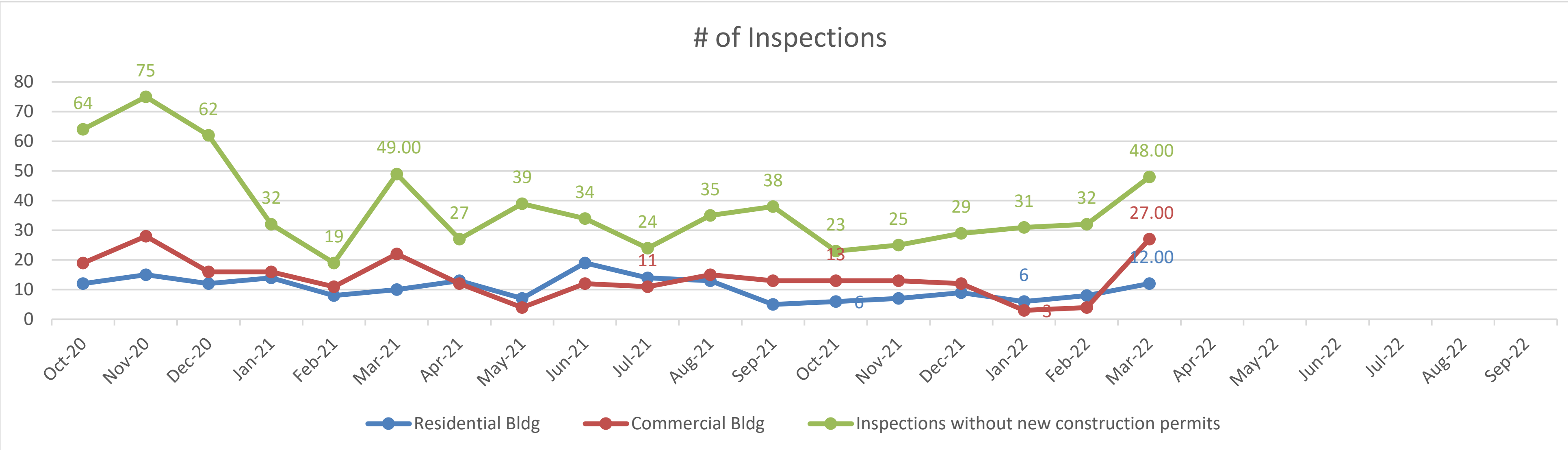
CONCERN			Notes:
Park Reservations		0	
Permits		0	
Reads		0	
Meter Turn on/Turn off	32	69	
Account setups- new/transfer/ disconnect	31	279	
Biling questions		0	
AMI Meter repairs/ replacements	20	104	
Totals	211	1171	



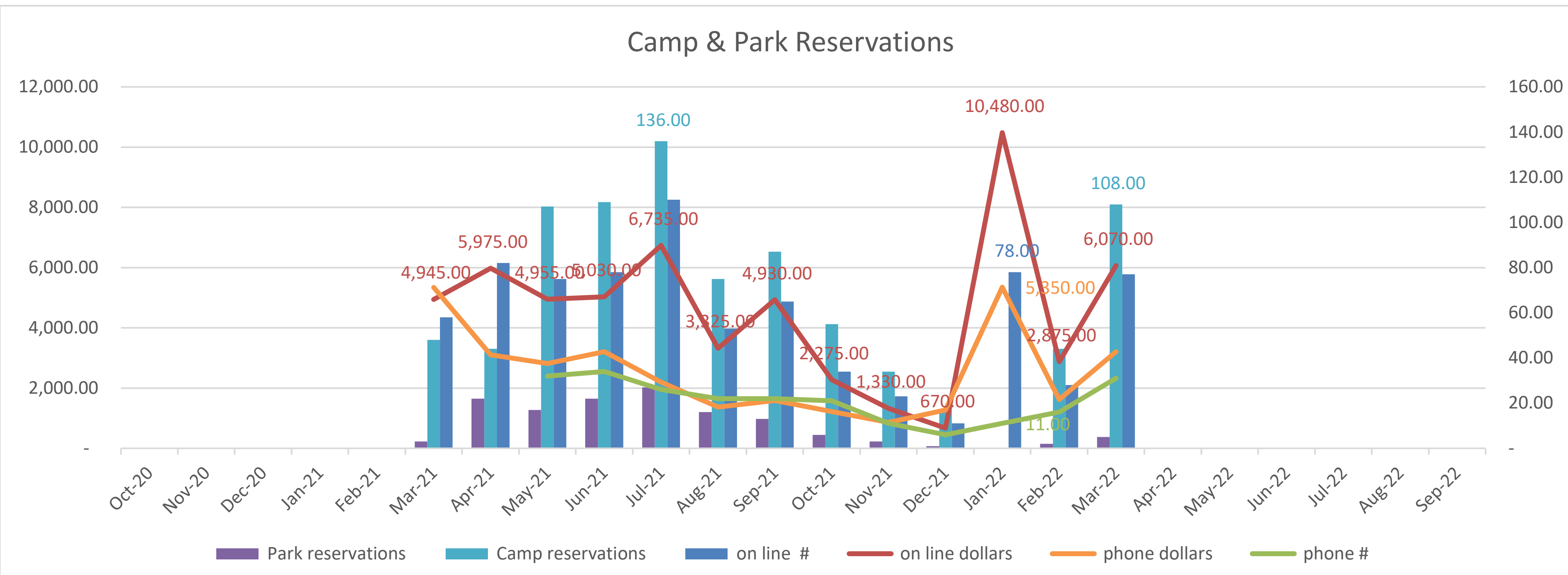
Number Building Permits Issued
# of Permits
9
8
7
6
5
4
3
2
1
0
3
5
5
2
2
4.00
8
1
7
3
1
1
0
0
0
0
5
-
2
1
0
1
0
1.00
2
1
6
3
1
3
0
2
0
3
1
Oct-20
Nov-20
Dec-20
Jan-21
Feb-21
Mar-21
Apr-21
May-21
Jun-21
Jul-21
Aug-21
Sep-21
Oct-21
Nov-21
Dec-21
Jan-22
Feb-22
Mar-22
Apr-22
May-22
Jun-22
Jul-22
Aug-22
Sep-22
New Residential
New Commercial



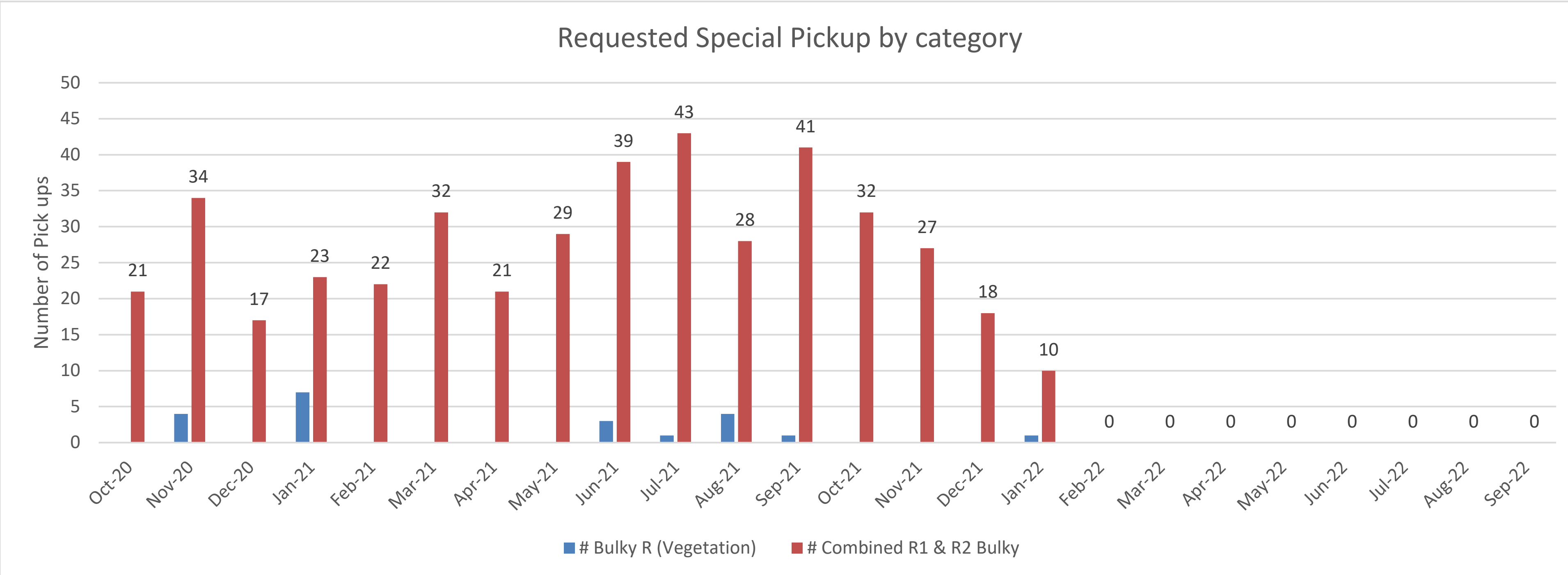
Construction Value of Permit Dollars
3,500,000.00
3,000,000.00
2,500,000.00
2,000,000.00
1,500,000.00
1,000,000.00
500,000.00
-
12,000,000.00
10,000,000.00
8,000,000.00
6,000,000.00
4,000,000.00
2,000,000.00
-
295,000.00
110,953.00
985,369.00
-
40,000.00
468,400.00
825,000.00
-
-
Oct-20
Nov-20
Dec-20
Jan-21
Feb-21
Mar-21
Apr-21
May-21
Jun-21
Jul-21
Aug-21
Sep-21
Oct-21
Nov-21
Dec-21
Jan-22
Feb-22
Mar-22
Apr-22
May-22
Jun-22
Jul-22
Aug-22
Sep-22
Value Residential
#Value Other Permits
Value Commercial

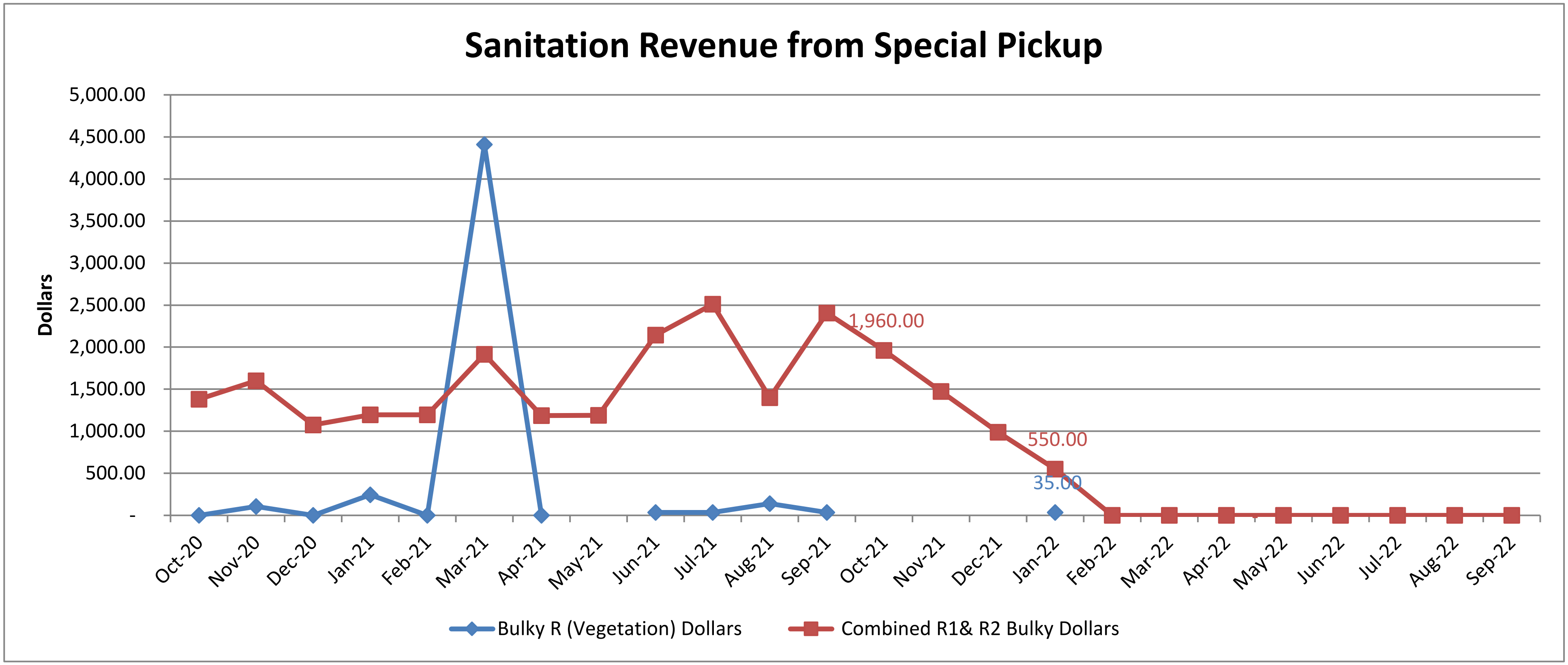


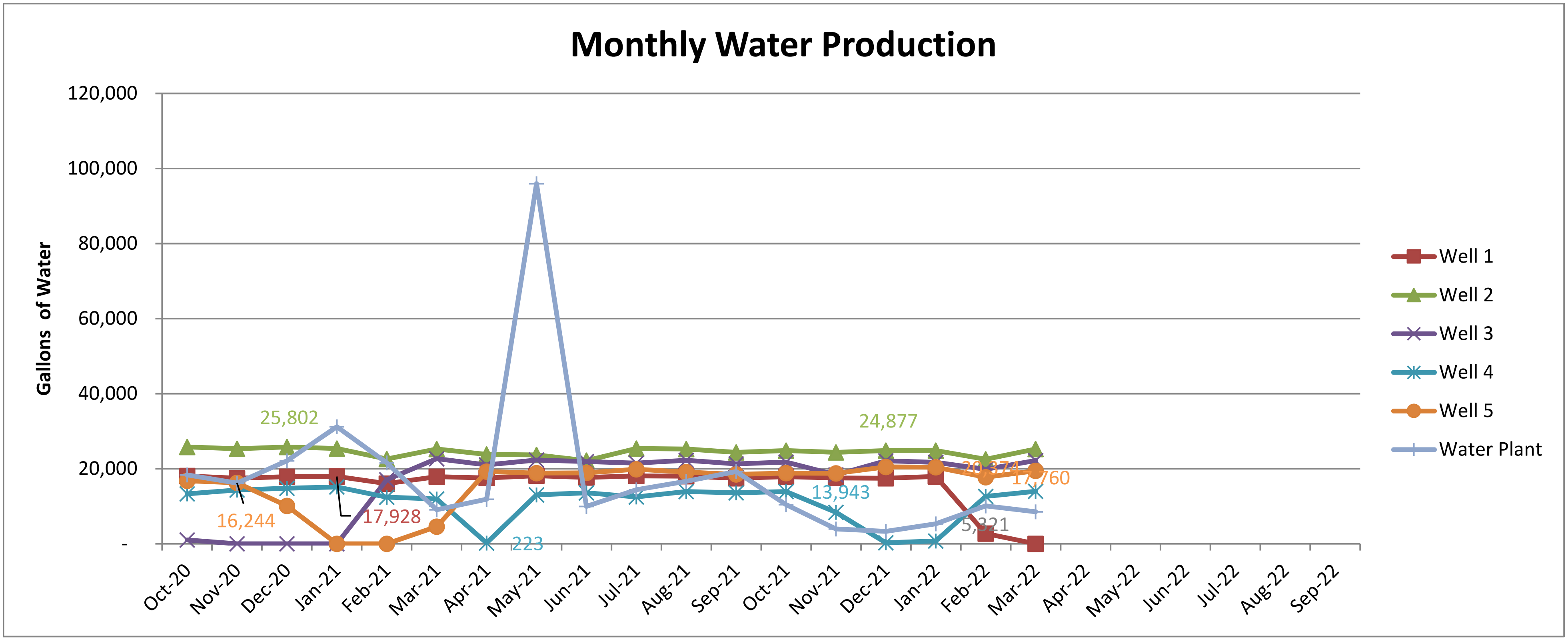
# of Inspections
80
70
60
50
40
30
20
10
0
64
75
62
32
19
49.00
27
39
34
24
35
38
23
25
29
31
32
48.00
27.00
12.00
11
13
6
6
3
Oct-20
Nov-20
Dec-20
Jan-21
Feb-21
Mar-21
Apr-21
May-21
Jun-21
Jul-21
Aug-21
Sep-21
Oct-21
Nov-21
Dec-21
Jan-22
Feb-22
Mar-22
Apr-22
May-22
Jun-22
Jul-22
Aug-22
Sep-22
Residential Bldg
Commercial Bldg
Inspections without new construction permits



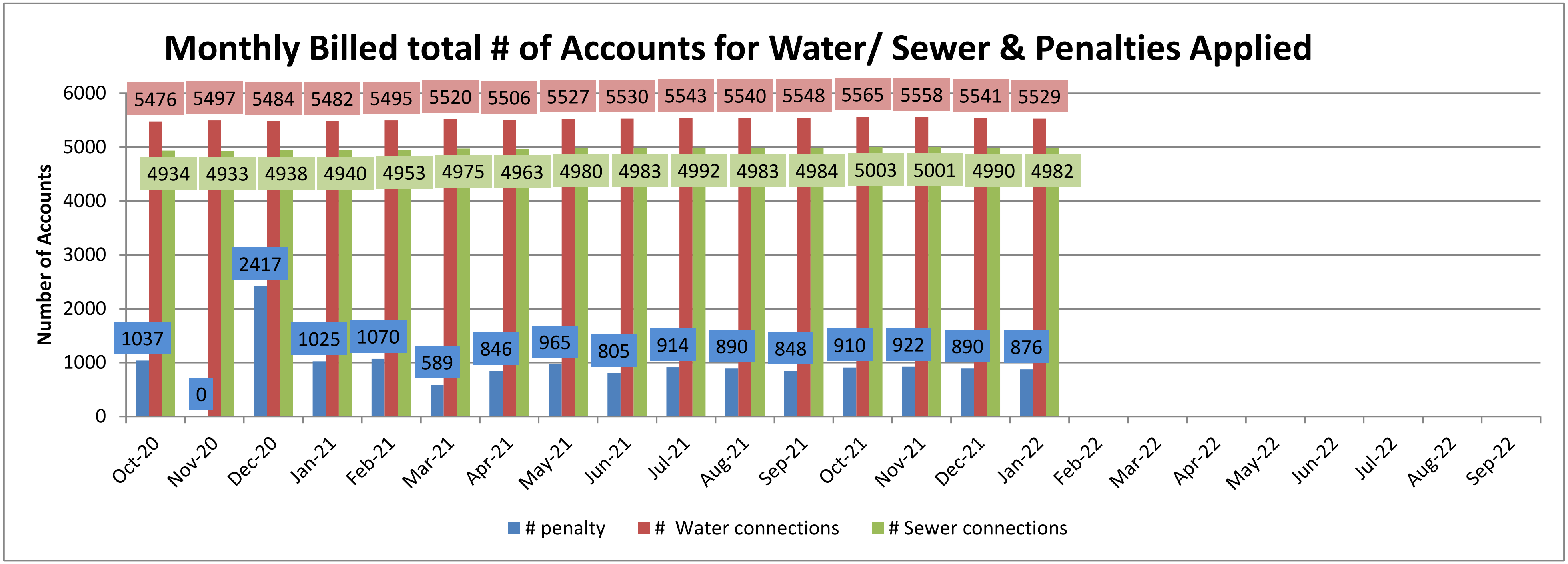
Camp & Park Reservations
12,000.00
10,000.00
8,000.00
6,000.00
4,000.00
2,000.00
-
160.00
140.00
120.00
100.00
80.00
60.00
40.00
20.00
-
136.00
10,480.00
108.00
6,735.00
5,975.00
78.00
6,070.00
4,945.00
4,955.00
5,030.00
4,930.00
5,850.00
3,325.00
2,875.00
2,275.00
1,330.00
670.00
11.00
Oct-20
Nov-20
Dec-20
Jan-21
Feb-21
Mar-21
Apr-21
May-21
Jun-21
Jul-21
Aug-21
Sep-21
Oct-21
Nov-21
Dec-21
Jan-22
Feb-22
Mar-22
Apr-22
May-22
Jun-22
Jul-22
Aug-22
Sep-22
Park reservations
Camp reservations
on line #
on line dollars
phone dollars
phone #


Requested Special Pickup by category
Number of Pick ups
50
45
40
35
30
25
20
15
10
5
0
21
34
17
23
22
32
21
29
39
43
28
41
32
27
18
10
0
0
0
0
0
0
0
0
Oct-20
Nov-20
Dec-20
Jan-21
Feb-21
Mar-21
Apr-21
May-21
Jun-21
Jul-21
Aug-21
Sep-21
Oct-21
Nov-21
Dec-21
Jan-22
Feb-22
Mar-22
Apr-22
May-22
Jun-22
Jul-22
Aug-22
Sep-22
Bulky R (Vegetation)
Combined R1 & R2 Bulky

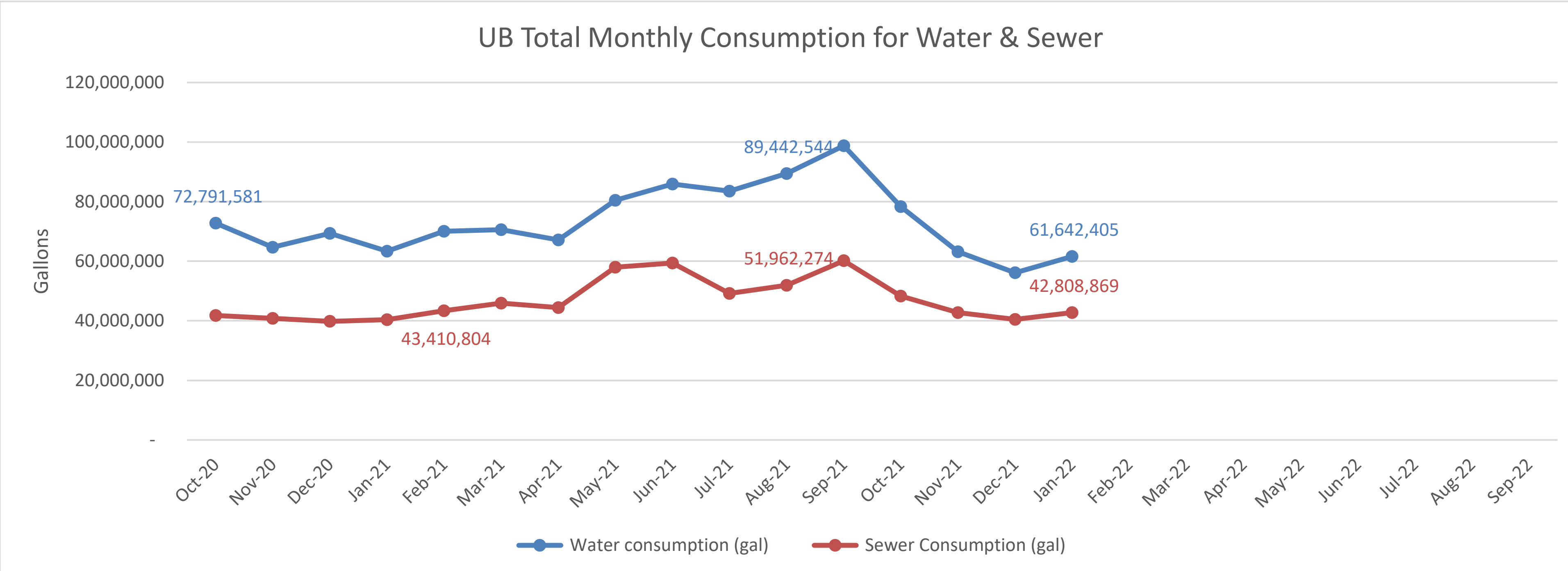

Sanitation Revenue from Special Pickup
Dollars
5,000.00
4,500.00
4,000.00
3,500.00
3,000.00
2,500.00
2,000.00
1,500.00
1,000.00
500.00
-
1,960.00
550.00
35.00
Oct-20
Nov-20
Dec-20
Jan-21
Feb-21
Mar-21
Apr-21
May-21
Jun-21
Jul-21
Aug-21
Sep-21
Oct-21
Nov-21
Dec-21
Jan-22
Feb-22
Mar-22
Apr-22
May-22
Jun-22
Jul-22
Aug-22
Sep-22
Bulky R (Vegetation) Dollars
Combined R1& R2 Bulky Dollars



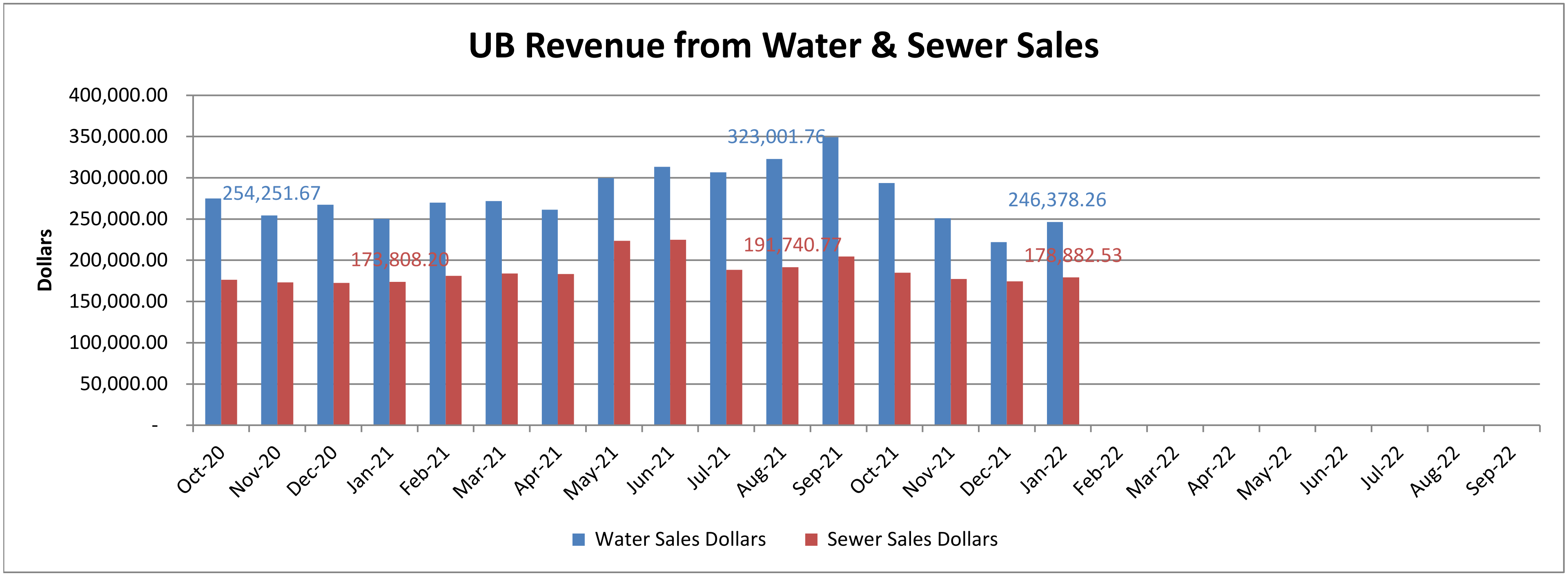
** information from Water Plant Daily Production Logs

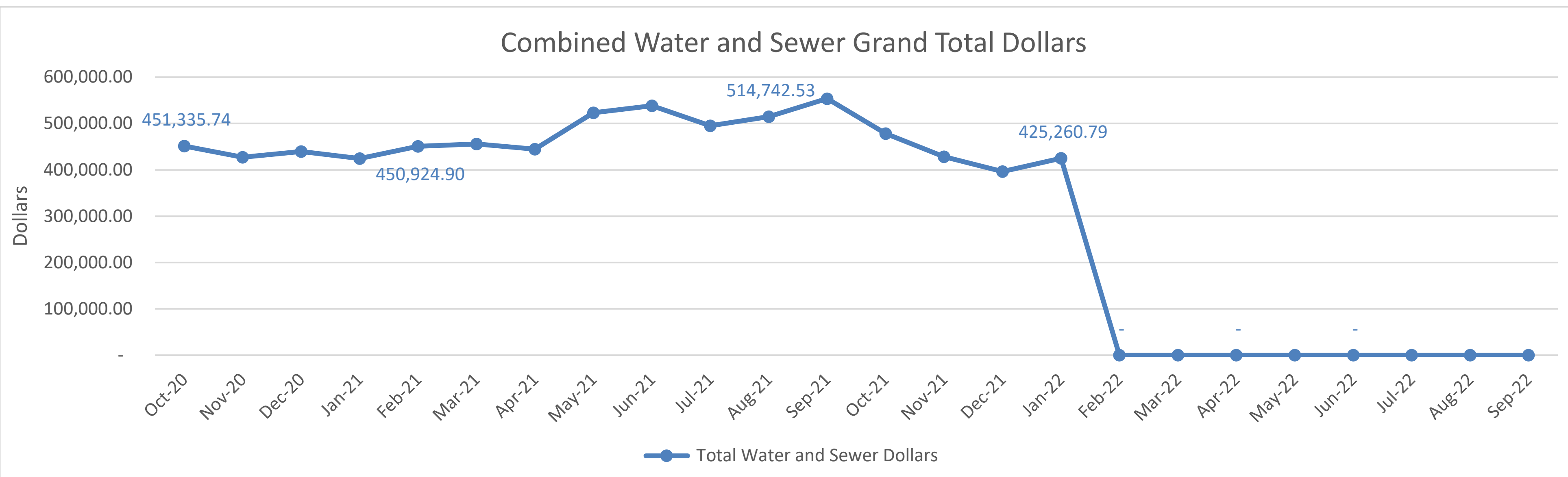


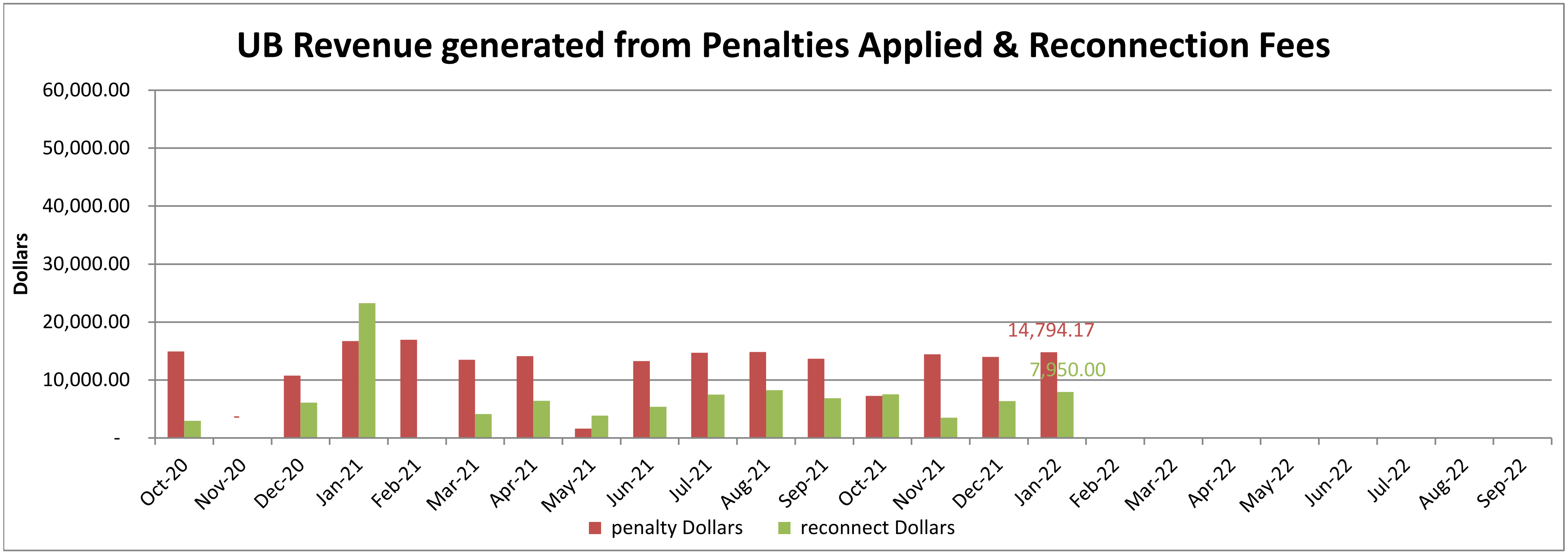
Monthly Billed total # of Accounts for Water/ Sewer & Penalties Applied
Number of Accounts
6000
5000
4000
3000
2000
1000
0
5476 5497 5484 5482 5495 5520 5506 5527 5530 5543 5540 5548 5565 5558 5541 5529
4934 4933 4938 4940 4953 4975 4963 4980 4983 4992 4983 4984 5003 5001 4990 4982
1037 0 2417 1025 1070 589 846 965 805 914 890 848 910 922 890 876
Oct-20 Nov-20 Dec-20 Jan-21 Feb-21 Mar-21 Apr-21 May-21 Jun-21 Jul-21 Aug-21 Sep-21 Oct-21 Nov-21 Dec-21 Jan-22 Feb-22 Mar-22 Apr-22 May-22 Jun-22 Jul-22 Aug-22 Sep-22
penalty
Water connections
Sewer connections



** information from Billing Recap by Rate Within Service Monthly report

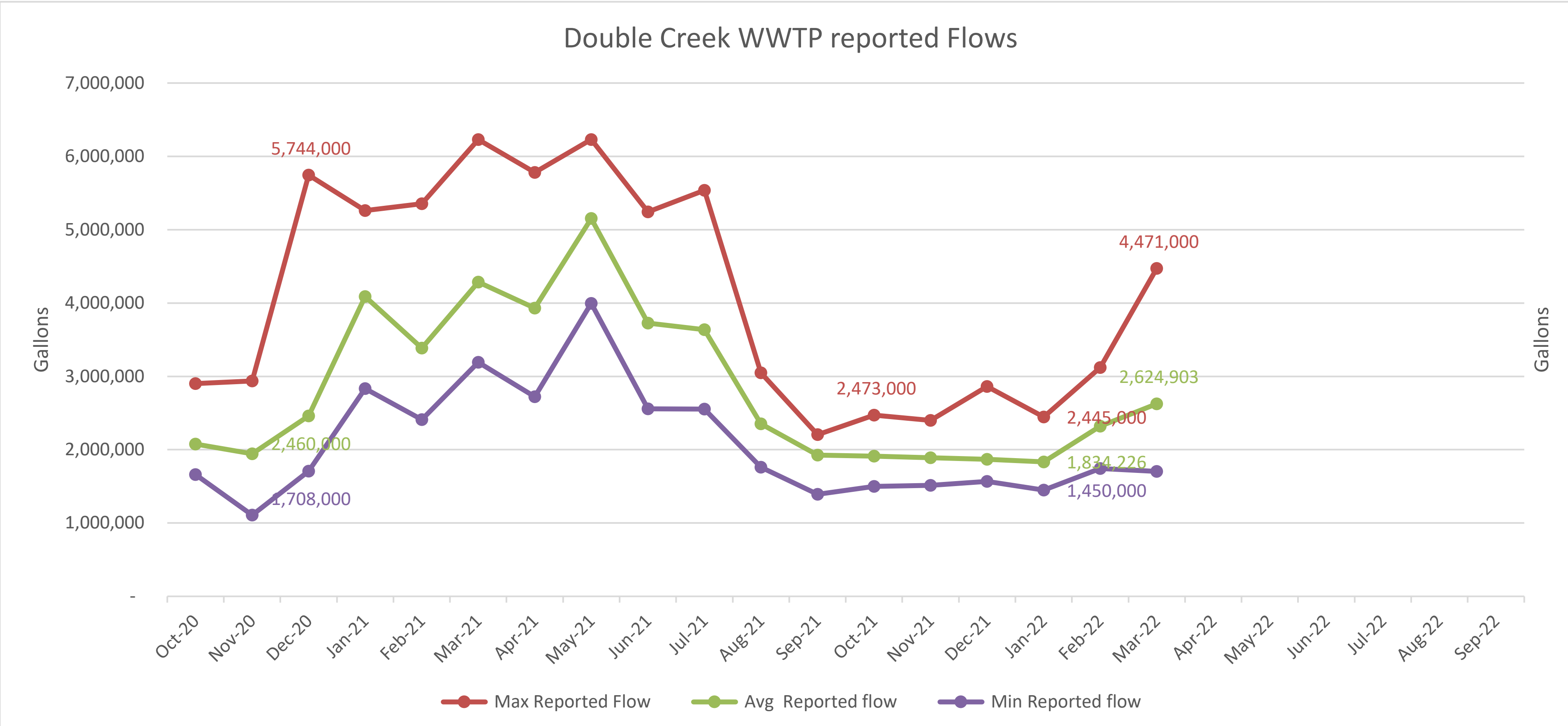

UB Revenue from Water & Sewer Sales
400,000.00
350,000.00
300,000.00
250,000.00
200,000.00
150,000.00
100,000.00
50,000.00
-
Dollars
254,251.67
323,001.76
246,378.26
173,808.20
191,740.77
178,882.53
Oct-20
Nov-20
Dec-20
Jan-21
Feb-21
Mar-21
Apr-21
May-21
Jun-21
Jul-21
Aug-21
Sep-21
Oct-21
Nov-21
Dec-21
Jan-22
Feb-22
Mar-22
Apr-22
May-22
Jun-22
Jul-22
Aug-22
Sep-22
Water Sales Dollars
Sewer Sales Dollars


Combined Water and Sewer Grand Total Dollars
600,000.00
500,000.00
400,000.00
300,000.00
200,000.00
100,000.00
-
Dollars
451,335.74
450,924.90
514,742.53
425,260.79
Oct-20
Nov-20
Dec-20
Jan-21
Feb-21
Mar-21
Apr-21
May-21
Jun-21
Jul-21
Aug-21
Sep-21
Oct-21
Nov-21
Dec-21
Jan-22
Feb-22
Mar-22
Apr-22
May-22
Jun-22
Jul-22
Aug-22
Sep-22
Total Water and Sewer Dollars

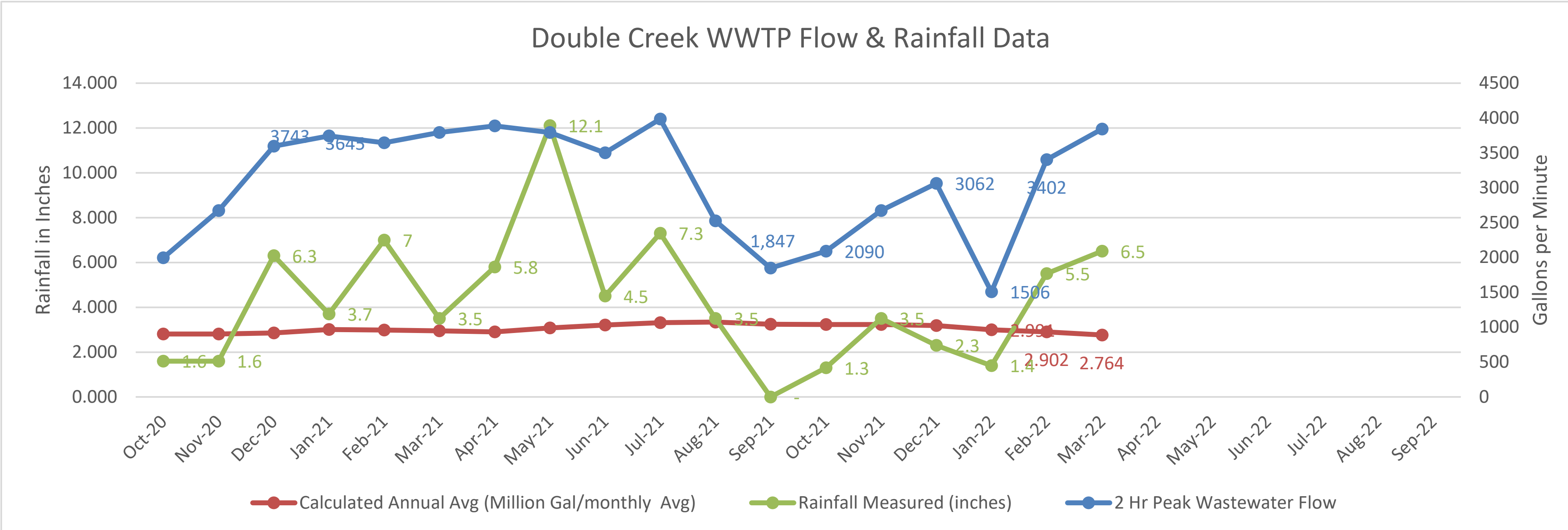


UB Revenue generated from Penalties Applied & Reconnection Fees
Dollars
60,000.00
50,000.00
40,000.00
30,000.00
20,000.00
10,000.00
-
14,794.17
7,950.00
Oct-20
Nov-20
Dec-20
Jan-21
Feb-21
Mar-21
Apr-21
May-21
Jun-21
Jul-21
Aug-21
Sep-21
Oct-21
Nov-21
Dec-21
Jan-22
Feb-22
Mar-22
Apr-22
May-22
Jun-22
Jul-22
Aug-22
Sep-22
penalty Dollars
reconnect Dollars

Wastewater:



Double Creek WWTP reported Flows
7,000,000
6,000,000
5,000,000
4,000,000
3,000,000
2,000,000
1,000,000
-
Gallons
Gallons
5,744,000
4,471,000
2,473,000
2,624,903
2,445,000
2,460,000
1,834,226
1,708,000
1,450,000
Oct-20
Nov-20
Dec-20
Jan-21
Feb-21
Mar-21
Apr-21
May-21
Jun-21
Jul-21
Aug-21
Sep-21
Oct-21
Nov-21
Dec-21
Jan-22
Feb-22
Mar-22
Apr-22
May-22
Jun-22
Jul-22
Aug-22
Sep-22
Max Reported Flow
Avg Reported flow
Min Reported flow



** information from WasteWater Plant Daily Log Reports

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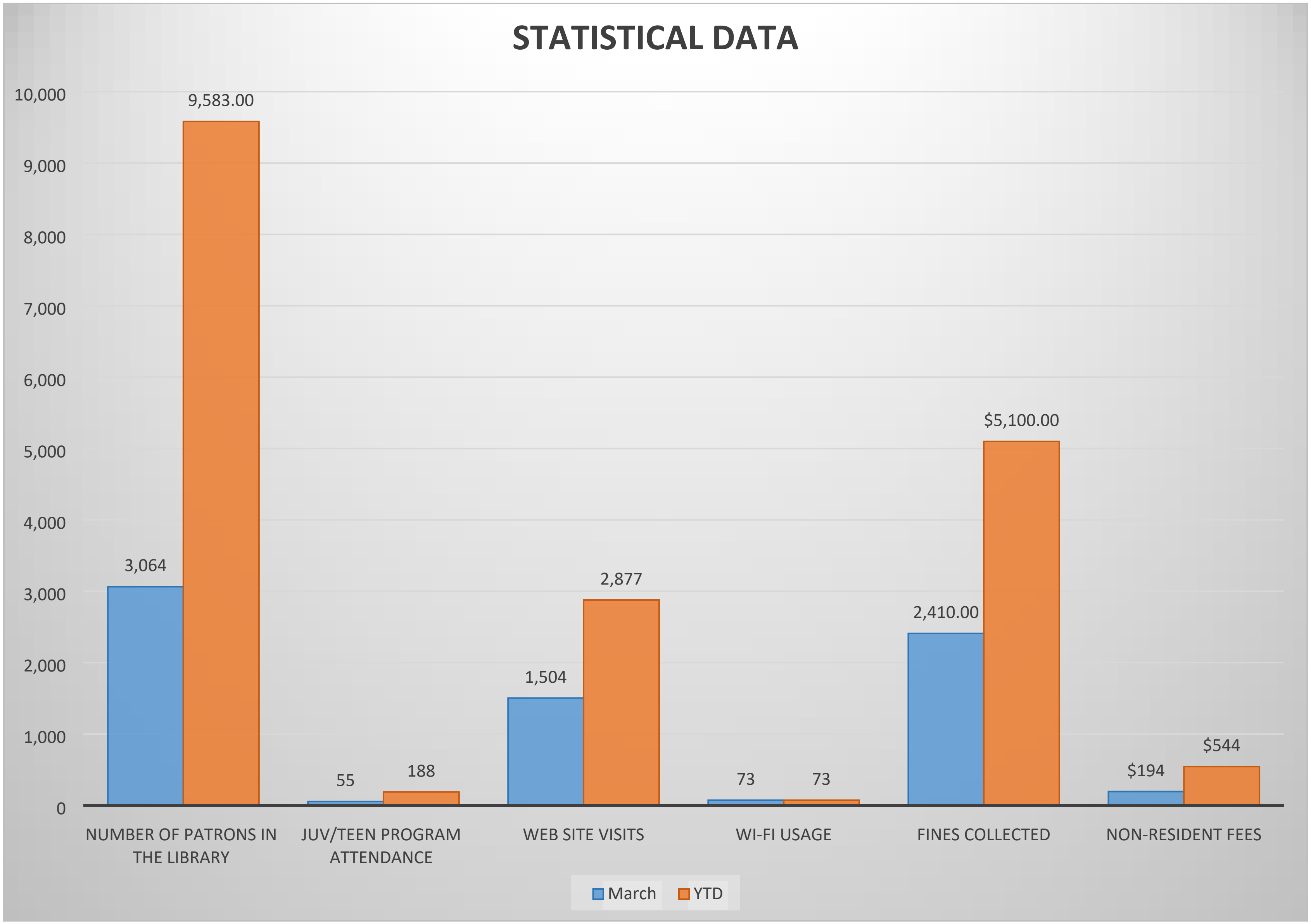
MONTHLY REPORT
March 2022



Wifi information is became available this month.

CITY OF JACKSONVILLE
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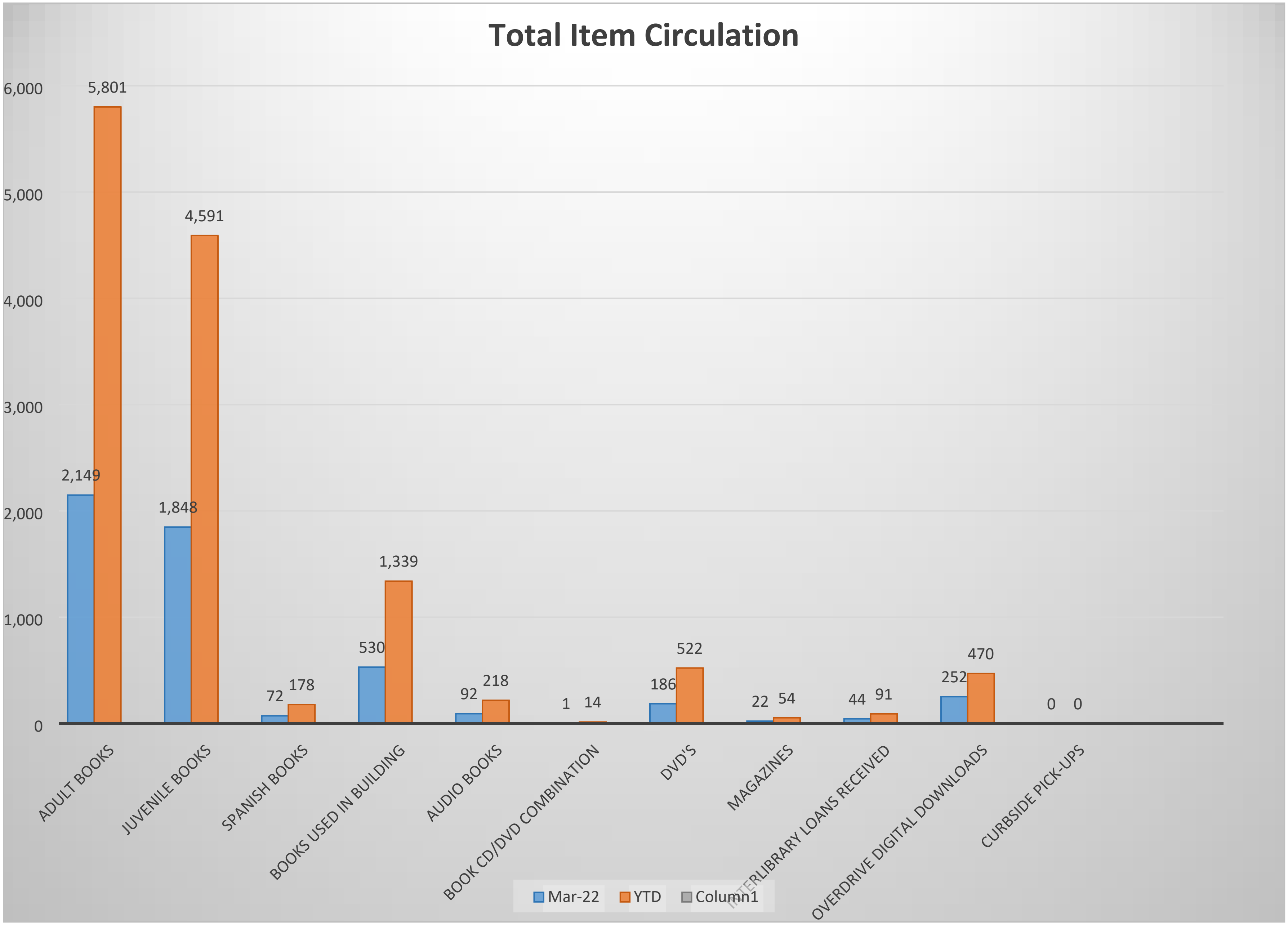
MONTHLY REPORT
March 2022



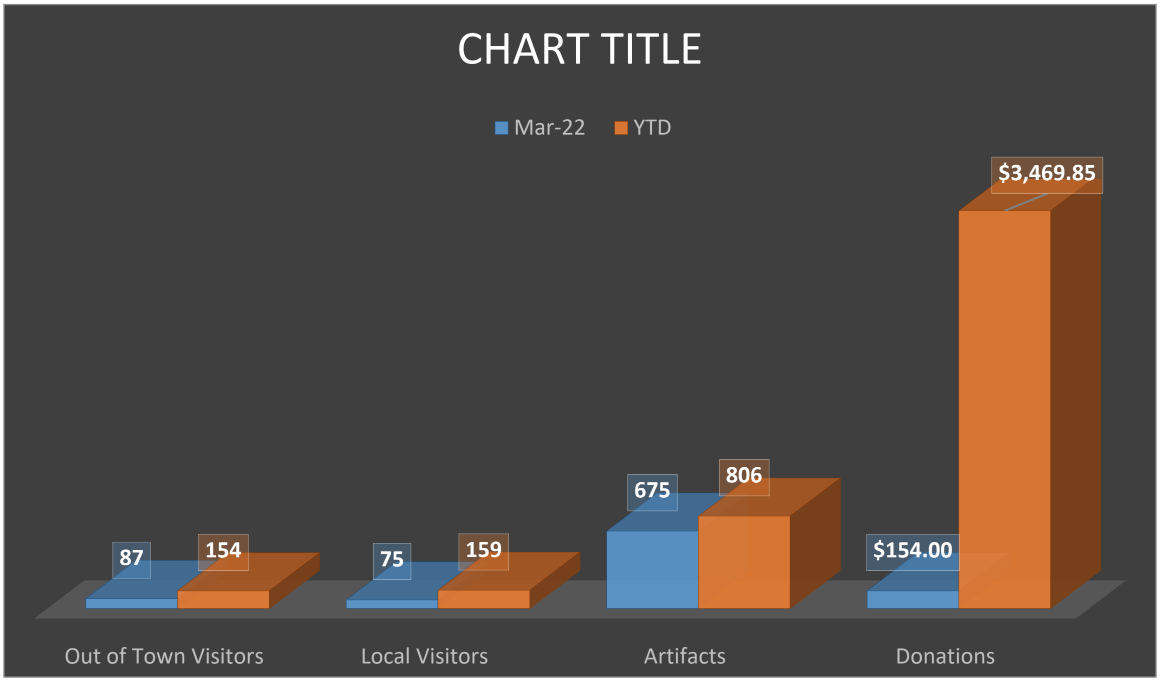
CITY OF JACKSONVILLE
PUBLIC LIBRARY
MONTHLY REPORT
March 2022

Items provided **to** other libraries through Interlibrary Loan: 15 monthly / YTD 56 total.

Book and DVD gifts to the library for the month of February: 1 items / YTD 501 items.

The data for this report was gathered on April 1, 2022.

CITY OF JACKSONVILLE
Vanishing Texana Museum
MONTHLY REPORT
March 2022



March 2022 total museum visitors - 162

Artifacts inventory for March= 214