



THE CITY OF JACKSONVILLE

**JACKSONVILLE CITY COUNCIL MEETING
JACKSONVILLE CITY HALL COUNCIL CHAMBERS
315 S. RAGSDALE
TUESDAY, AUGUST 9, 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**
 - C. 551.074 PERSONNEL MATTERS - CITY MANAGER PERFORMANCE EVALUATION****
 - 2. CALL TO ORDER**
 - 3. INVOCATION**
 - 4. PLEDGE OF ALLEGIANCE US & TEXAS FLAGS**
 - 5. CITIZEN PARTICIPATION**
 - 6. SPECIAL PRESENTATION –
 - A. EMPLOYER OF THE MONTH PRESENTED BY SHANE PACE - JW'S BBQ**
 - B. PRESENTATION OF CERTIFICATE OF DISTINCTION FROM GOVERNMENT TREASURERS' ORGANIZATION OF TEXAS TO THE FINANCE DEPARTMENT FOR THE CITY OF JACKSONVILLE'S INVESTMENT POLICY - PRESENTED BY MAYOR RANDY GORHAM****
 - 7. ANY ACTION OUT OF EXECUTIVE SESSION IF NECESSARY**
 - 8. 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 - JUNE 14, 2022 REGULAR COUNCIL MEETING; JULY 7, 2022 AGENDA WORKSHOP****
 - 9. ORDINANCE NO. 1628: AN ORDINANCE AUTHORIZING THE ISSUANCE OF THE CITY OF JACKSONVILLE, TEXAS, TAX AND SURPLUS WATER AND SEWER REVENUE CERTIFICATES OF OBLIGATION, SERIES 2022A; AUTHORIZING EXECUTION AND DELIVERY OF A PAYING AGENT/REGISTRAR AGREEMENT AND AN ESCROW AGREEMENT RELATING TO SUCH CERTIFICATES; PRESCRIBING THE FORM OF SAID CERTIFICATES; LEVYING A TAX AND PLEDGING SURPLUS REVENUES OF THE WATER AND SEWER SYSTEM IN PAYMENT THEREOF; AND ENACTING OTHER PROVISIONS RELATING THERETO**
 - 10. DISCUSS AND CONSIDER WITH POSSIBLE ACTION APPROVING A CONTRACT WITH STOKES AND ASSOCIATES FOR ENGINEERING WORK ON A NEW LIFT STATION AND SEWER LINE FROM BOLTON ST. TO THE EAST SIDE OF THE CITY WHICH WILL BE**



THE CITY OF JACKSONVILLE

AUGUST 9, 2022

PAGE 2

FUNDED BY A LOW INTEREST LOAN FROM TEXAS WATER DEVELOPMENT BOARD

11. **ORDINANCE NO. 1629: AN ORDINANCE AUTHORIZING THE ISSUANCE AND SALE OF THE CITY OF JACKSONVILLE, TEXAS, COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION, SERIES 2022; LEVYING A TAX AND PROVIDING FOR THE SECURITY AND PAYMENT THEREOF; AND ENACTING OTHER PROVISIONS RELATING THERETO**
12. **PUBLIC HEARING**
 - A) HEAR AND RECEIVE CITIZEN INPUT REGARDING A REQUESTED ZONE CHANGE FROM "K"-INDUSTRIAL TO "P"-PLANNED DEVELOPMENT WITH A BASE ZONING OF "H" CENTRAL BUSINESS DISTRICT, LOCATED AT 101 SOUTH BONNER STREET, REQUESTED BY ROBERT GOWIN, LLC, REPRESENTED BY ROBERT GOWIN
 - B) DISCUSS AND CONSIDER WITH POSSIBLE ACTION AN ORDINANCE GRANTING THE REQUESTED ZONE CHANGE
13. **PUBLIC HEARING**
 - A) HEAR AND RECEIVE CITIZEN INPUT REGARDING A REQUESTED ZONE CHANGE FROM "K" INDUSTRIAL TO "A-1" SINGLE FAMILY RESIDENTIAL 3.276 ACRES LOCATED AT THE SOUTHSIDE OF ZIMMERMAN ST. BETWEEN BONNER AND LARISSA
 - B) DISCUSS AND CONSIDER WITH POSSIBLE ACTION AN ORDINANCE GRANTING THE REQUESTED ZONE CHANGE
14. **PUBLIC HEARING**
 - A) HEAR AND RECEIVE CITIZEN INPUT REGARDING A REQUESTED ZONE CHANGE FROM "B" ONE AND TWO FAMILY TO "G" COMMERCIAL .6246 ACRES LOCATED AT S. JACKSON AND HOWARD STREET.
 - B) DISCUSS AND CONSIDER WITH POSSIBLE ACTION AN ORDINANCE GRANTING THE REQUESTED ZONE CHANGE
15. **DISCUSS AND CONSIDER WITH POSSIBLE ACTION AN ORDINANCE CALLING FOR A NOVEMBER 8, 2022 CHARTER AMENDMENT ELECTION AND A PROPOSITION FOR A VENUE TAX THAT WOULD RESULT IN A 2% INCREASE TO THE HOTEL OCCUPANCY TAX**
16. **DISCUSS AND CONSIDER WITH POSSIBLE ACTION APPROVING A CONTRACT AND JOINT ELECTION AGREEMENT WITH CHEROKEE COUNTY ELECTIONS OFFICE TO CONDUCT THE NOVEMBER, 2022 CHARTER AND REFERENDUM ELECTIONS**
17. **DISCUSS AND CONSIDER WITH POSSIBLE ACTION PROPOSING A TAX RATE AND SETTING SEPTEMBER 13, 2022 AT 6:00 PM AS THE DATE AND TIME TO HOLD A PUBLIC HEARING ON THE PROPOSED TAX RATE AND BUDGET. TAKE AN INDIVIDUAL VOTE OF EACH COUNCILMEMBER**
18. **DISCUSS AND CONSIDER WITH POSSIBLE ACTION APPROVING THE CHEROKEE COUNTY APPRAISAL DISTRICT BUDGET**
19. **DISCUSS AND CONSIDER WITH POSSIBLE ACTION A RESOLUTION INTRODUCING AN ORDINANCE AND SETTING A PUBLIC HEARING DATE REGARDING A PROPOSED ANNEXATION OF THE LANDFILL**
20. **DISCUSS AND CONSIDER WITH POSSIBLE ACTION A RESOLUTION INTRODUCING AN ORDINANCE AND SETTING A PUBLIC HEARING DATE REGARDING A PROPOSED ANNEXATION OF THE GOLF COURSE**
21. **DISCUSS AND CONSIDER WITH POSSIBLE ACTION A RESOLUTION INTRODUCING AN ORDINANCE AND SETTING A PUBLIC HEARING DATE REGARDING A PROPOSED ANNEXATION OF THE NEW EVENT CENTER AT THE GOLF COURSE**



THE CITY OF JACKSONVILLE

AUGUST 9, 2022

PAGE 3

- 22. DISCUSS AND CONSIDER WITH POSSIBLE ACTION A RESOLUTION INTRODUCING AN ORDINANCE AND SETTING A PUBLIC HEARING DATE REGARDING A PROPOSED ANNEXATION OF PROPERTY DIRECTLY BEHIND DOLLAR GENERAL ON HWY 79 N**
- 23. DISCUSS AND CONSIDER WITH POSSIBLE ACTION A RESOLUTION INTRODUCING AN ORDINANCE AND SETTING A PUBLIC HEARING DATE REGARDING A PROPOSED ANNEXATION JEDCO OWNED PROPERTY SOUTH OF LOOP 456 AT HWY 69**
- 24. DISCUSS AND CONSIDER WITH POSSIBLE ACTION GRANTING ONCOR A TEN FOOT UTILITY EASMENT ACROSS SOUTHERN END (COUNTY ROAD SIDE) OF LOTS 1-7, BLOCKED "D" LAKE SHORE SUBDIVISION, LAKE JACKSONVILLE**
- 25. OPEN FORUM FOR MAYOR AND COUNCIL**
- 26. CITY MANAGER REPORT**
- 27. ADJOURN**

Posted this the 5th day of August 2022.

5:00 PM

CERTIFICATION

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

Greg Lowe, City Clerk

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



Jacksonville City Council

AGENDA ITEM REPORT

AGENDA DATE:	<u>8/9/2022</u>	ITEM NUMBER:	<u>6.B.</u>
DEPARTMENT:	<u>Administration</u>	PREPARED BY:	<u>Greg Lowe, City Secretary</u>
INITIATED BY:	<u>Roxanna Briley, Finance Director</u>	EXHIBITS:	<u>Award Letter, Certificate2022</u>

EXECUTIVE SUMMARY:

The City of Jacksonville and the finance department have been recognized by the Government Treasurers' Organization of Texas for their investment policy. This award is presented to a select group of organizations that maintain a commitment to having a comprehensive written investment policy that meets the criteria set forth in the GTOT Investment Policy Review Checklist. Jacksonville is one of only 23 recipients in the state of Texas this year. The award is presented every two years. This is the first year the finance department submitted the investment policy to GTOT review committee.

RECOMMENDED ACTION:

No action

BID AND AWARD:

BUDGET DATA:

BUDGET JUSTIFICATION:

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

Government Treasurers' Organization of Texas

July 8, 2022

Roxanna Briley
Finance Director
City of Jacksonville
PO Box 1390
Jacksonville, TX 75766-1390

Dear Roxanna:

On behalf of the Investment Policy Review Committee, I am pleased to inform you that the Government Treasurers' Organization of Texas (GTOT) has awarded the **Certificate of Distinction** to the City of Jacksonville for its Investment Policy. Members of the Review Committee congratulate the City of Jacksonville for its commitment to maintaining a comprehensive written investment policy that meets the criteria set forth in the GTOT Investment Policy Review Checklist.

Because investment policies require periodic review and modification, we have recommended wording adjustments. These adjustments, outlined on the attached checklist, need to be addressed at your next opportunity and prior to your submission for renewal.

Congratulations once again on an excellent policy and thank you for participating in our certification program. Your certificate is good for a two-year period ending **July 31, 2024**.

Sincerely,

Corrine Steeger
GTOT Investment Policy Review Committee





Government Treasurers' Organization of Texas Certification of Investment Policy

Presented to the

City of Jacksonville

for developing an investment policy that meets the requirements of the Public Funds Investment Act and the standards for prudent public investing established by the Government Treasurers' Organization of Texas.

Heather Harlbert

Government Treasurers' Organization of Texas
President

Connie L. Meyer

Investment Policy Review Committee

For the two-year period ending July 31, 2024



Jacksonville City Council

AGENDA ITEM REPORT

AGENDA DATE:	8/9/2022	ITEM NUMBER:	8.A.
DEPARTMENT:	Council and Board	PREPARED BY:	Greg Lowe, City Secretary
INITIATED BY:	Greg Lowe, City Secretary	EXHIBITS:	June 14, 2022 Regular Council Meeting, July 7, 2022 Agenda Workshop

EXECUTIVE SUMMARY:

These are the minutes for the June 14, 2022 regular council meeting and the July 7, 2022 agenda workshop.

RECOMMENDED ACTION:

Approve the minutes.

BID AND AWARD:

BUDGET DATA:

BUDGET JUSTIFICATION:

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

Council approves the minutes of all meetings.

**JACKSONVILLE CITY COUNCIL MEETING
TUESDAY, JUNE 14, 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

CALL TO ORDER

Mayor Randy Gorham 6:00 pm

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

INVOCATION

Reverend Doug Wintermute

PLEDGE OF ALLEGIANCE US & TEXAS FLAGS

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

OATH OF OFFICE FOR MAYOR PRO TEM ROB GOWIN AND COUNCILWOMAN MINDY GELLOCK ADMINISTERED BY MAYOR RANDY GORHAM

Mayor Randy Gorham administered the oaths of office to Mayor Pro tem Rob Gowin and Councilwoman Mindy Gellock.

ELECTION OF MAYOR PRO TEM

City Manager James Hubbard told council this item is being removed from the agenda.

SPECIAL PRESENTATION –

EMPLOYER OF THE MONTH PRESENTED BY JEDCO ASSISTANT, SHERRI MCDONALD-TEKNOR COLOR

JEDCO Administrative Assistant Sherry McDonald presented Mr. Montez Wells and Ms. Kathy Herrick, of Teknor Color with the employer of the month award.

LIFE SAVING AWARD PRESENTED BY POLICE CHIEF JOE WILLIAMS

Police Chief Joe Williams presented Officer Noah Acker with a life-saving award for his efforts in saving a severely injured citizen.

GFOA AWARD BUDGET PRESENTATION AWARD PRESENTED BY MAYOR RANDY GORHAM

Mayor Randy Gorham presented Finance Director Roxanna Briley with the Government Finance Officers Association (GFOA) Award for Distinguished Budget Presentation.

RECOGNITION OF REV. DOUG WINTERMUTE FOR HIS CONTRIBUTIONS TO JACKSONVILLE PRESENTED BY MAYOR RANDY GORHAM

Mayor Randy Gorham presented Reverend Doug Wintermute with a recognition for his work in our community.

CITIZEN PARTICIPATION

Ms. Jackie Ross came forward requesting assistance with some trees that were hanging over her house and fence.

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

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

MINUTES APPROVAL - MAY 10, 2022 REGULAR COUNCIL MEETING; MAY 24, 2022 SPECIAL COUNCIL MEETING; MAY 31, 2022 SPECIAL COUNCIL MEETING; JUNE 8, 2022 AGENDA WORKSHOP

RE-APPOINT OFELIA PENN (DISTRICT 4), NATHAN JONES (COUNCIL) AND CHAD DEVILLIER (MAYORAL) TO THE JACKSONVILLE ECONOMIC DEVELOPMENT BOARD

ANY ACTION OUT OF EXECUTIVE SESSION IF NECESSARY

No action was taken.

DISCUSS AND CONSIDER WITH POSSIBLE ACTION RESOLUTION NO. 06-2022-01; A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JACKSONVILLE,

City Manager James Hubbard told council these certificates of obligation will be used to fund several thousand feet of 18" sewer line, as well as a new lift station. Mr. Hubbard said the

TEXAS, AUTHORIZING PUBLICATION OF NOTICE OF INTENTION TO ISSUE CERTIFICATES OF OBLIGATION IN CONNECTION WITH THE RECEIPT OF FINANCIAL ASSISTANCE FROM THE TEXAS WATER DEVELOPMENT BOARD THROUGH THE CLEAN WATER STATE REVOLVING FUND; AND APPROVING OTHER MATTERS INCIDENTAL THERETO

DISCUSS AND CONSIDER WITH POSSIBLE ACTION A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JACKSONVILLE, TEXAS, AUTHORIZING PUBLICATION OF NOTICE OF INTENTION TO ISSUE CERTIFICATES OF OBLIGATION; APPROVING THE PREPARATION OF A PRELIMINARY OFFICIAL STATEMENT; AND APPROVING OTHER MATTERS INCIDENTAL THERETO

DISCUSS AND CONSIDER WITH POSSIBLE ACTION A RESOLUTION SUSPENDING ONCOR'S REQUESTED RATE INCREASE 90 DAYS

DISCUSS AND CONSIDER WITH POSSIBLE ACTION AN ORDINANCE REGULATING GARAGE SALES

DISCUSS AND CONSIDER WITH POSSIBLE ACTION A NON-STANDARD SERVICE AGREEMENT WITH CRAFT TURNEY WATER SUPPLY

DISCUSS AND CONSIDER WITH POSSIBLE ACTION APPROVING AN APPLICATION SUBMITTED FOR A REPLAT OF LOTS 1 & 2, BLOCK 1 OF THE ANTLER'S SUBDIVISION TO THE CITY OF JACKSONVILLE, LOCATED AT THE CORNER OF BONNER AND ZIMMERMAN DRIVE.

OPEN FORUM FOR MAYOR AND COUNCIL

CITY MANAGER REPORT

c/o's will be issued to the Texas Water Development Board for a low interest loan. Mr. Hubbard said the sewer line replacement will solve some of the flooding issues around S. Bolton St. and Sunnydale. Councilman Tim McRae made a motion to approve the resolution. Second, by Mayor Pro tem Rob Gowin. All voted "Aye"

City Manager James Hubbard told council these certificates of obligation would be used to fund approximately \$4.6 million in infrastructure projects. Mr. Hubbard reviewed the timeline of how the city arrived at this point. Mr. Hubbard stated this is just the notice of intent to issue c/o's and is not binding. Mr. Hubbard stated that prior to the actual issuance of the c/o's staff will be working on a capital improvement project list. Mayor Pro tem Rob Gowin asked if these funds would be used on the street project resulting from the Roadbotics street survey. Mr. Hubbard stated they would be used for that project. Mr. Gowin also pointed out that council chose to wait to issue these c/o's to better understand what infrastructure under the streets would need replacing, so we are not just replacing streets and then digging them up to repair infrastructure. Mayor Pro tem Rob Gowin made a motion to approve the resolution. Second, by Councilman Tim McRae. All voted "Aye"

City Manager James Hubbard told council this resolution delays Oncor's 4.5% rate increase 90 days. Councilman Tim McRae made a motion to approve the resolution. Second, by Councilwoman Mindy Gellock. All voted "Aye"

City Manager James Hubbard told council this limits garage sales to two per year and three days maximum each time. This ordinance was requested by code enforcement due to a number of perpetual garage sales in town. Councilman Tim McRae made a motion to approve the ordinance. Second, by Councilman Hubert Robinson. All voted "Aye"

City Manager James Hubbard told council this agreement would be to have the water line installed to the lake lots next to the dam. Mr. Hubbard told council that Craft Turney Water Supply would be responsible for the installation of the water line. Mr. Hubbard said the cost for the installation is approximately \$50,000. Councilwoman Mindy Gellock made a motion to approve the agreement subject to negotiations and approval from the city attorney. Second, by Councilman Tim McRae. All voted "Aye"

City Manager James Hubbard presented council with a slide showing the plat. Mr. Hubbard stated the plat is divided into seven lots. Mr. Hubbard reminded council that in January they had approved a zone change from Industrial to Single Family. Mr. Hubbard stated this plat does meet all platting requirements. Mayor Pro tem Rob Gowin made a motion to approve the plat. Second, by Councilman Hubert Robinson. All voted "Aye"

Councilman Tim McRae commended the fire department for their work on the fire at Hotel Ritual over the weekend. Mayor Randy Gorham asked how hot the firefighters get when fighting a fire in the heat of the day. Fire Marshall Jeremy Pate said an estimate would be around 130-140 degrees. Mr. Pate commended the community and the city for their support in providing food, water and fuel during the incident. Mayor Randy Gorham said Tomatofest was a great event again this year and there were over 250 vendors participating.

City Manager James Hubbard welcomed the new Assistant City Manager Mrs. ReNissa Wade to the team. Mr. Hubbard thanked a number of organizations in town with their assistance during the Hotel Ritual fire. Mr. Hubbard said Tomatofest was possibly the largest ever. He went on to commend the chamber for their work in organizing the event. Mr. Hubbard said work continues on the sesquicentennial. Mr. Hubbard said work has started on next year's budget.

6:36 pm

Randy Gorham, Mayor
City of Jacksonville

Greg Lowe, City Secretary

**JACKSONVILLE CITY COUNCIL MEETING
THURSDAY, JULY 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 Hubert Robinson, Councilman Tim McRae, Councilwoman Mindy Gellock Absent: Mayor Pro tem Rob Gowin
INVOCATION	Mayor Randy Gorham
CITIZEN PARTICIPATION	No one came forward.
DISCUSS AND CONSIDER WITH POSSIBLE ACTION ACCEPTING A DONATION OF PARK EQUIPMENT FOR LINCOLN PARK FROM THE FRED DOUGLAS ALUMNI ASSOCIATION	City Manager James Hubbard told council this item is on Thursday's agenda to give the Fred Douglas Alumni Association a head start on getting the equipment ordered. Mr. Hubbard reviewed the equipment FDAA is offering to purchase for Lincoln Park. Councilman Tim McRae made a motion to accept the donation of the equipment. Second, by Councilwoman Mindy Gellock. All voted "Aye" 4-0
REVIEW AND DISCUSS AGENDA FOR REGULAR COUNCIL MEETING TUESDAY, JULY 12, 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 CLERK AS NEEDED ANY TIME PRIOR TO THE OFFICIAL POSTING OF MEETING AGENDA	City Manager James Hubbard reviewed the July 12, 2022 proposed agenda with council. Councilwoman Mindy Gellock asked about parking requirements in regards to the zone change at 101 S. Bolton. Mr. Hubbard stated this is in the downtown area and just as in the rest of downtown there are no parking requirements. Mr. Hubbard updated council on the commercial vehicle parking ordinance and the contract with Republic Services. Mr. Hubbard said these two items will not be on the agenda on Tuesday.
QUESTIONS, COMMENTS, DISCUSSION	City Manager James Hubbard updated council on the sale of the lake lots.
ADJOURN	12:41 pm Randy Gorham, Mayor City of Jacksonville Greg Lowe, City Secretary



Jacksonville City Council

AGENDA ITEM REPORT

AGENDA DATE:	<u>8/9/2022</u>	ITEM NUMBER:	<u>9.</u>
DEPARTMENT:	<u>Administration</u>	PREPARED BY:	<u>Roxanna Briley, Finance Director</u>
INITIATED BY:	<u>Roxanna Briley, Finance Director</u>	EXHIBITS:	<u>Certificate Ordinance (2022A CO TWDB) Sewer Line Replacement</u>

EXECUTIVE SUMMARY:

This ordinance approves the issuance of Certificates of Obligation to the Texas Water Development Board for a low interest loan in the amount of \$5,919,000. This loan will be used for an infrastructure project to include replacing several thousand feet of 18" sewer line from Bolton Street to the east side of the city. This project will also include a new lift station. The new sewer line and lift station should mitigate some of the flooding issues in the area of S. Bolton and Sunnysdale.

RECOMMENDED ACTION:

Approve the ordinance.

BID AND AWARD:

BUDGET DATA:

BUDGET JUSTIFICATION:

BACKGROUND:**POLICY/GOAL CONSIDERATION:**

Improve infrastructure to better serve the needs of citizens.

LEGAL:

The City is authorized to make the pledge of Surplus Revenues pursuant to Chapter 1502, Texas Government Code.

ORDINANCE NO. 1628

AN ORDINANCE AUTHORIZING THE ISSUANCE OF THE CITY OF JACKSONVILLE, TEXAS, TAX AND SURPLUS WATER AND SEWER REVENUE CERTIFICATES OF OBLIGATION, SERIES 2022A; AUTHORIZING EXECUTION AND DELIVERY OF A PAYING AGENT/REGISTRAR AGREEMENT AND AN ESCROW AGREEMENT RELATING TO SUCH CERTIFICATES; PRESCRIBING THE FORM OF SAID CERTIFICATES; LEVYING A TAX AND PLEDGING SURPLUS REVENUES OF THE WATER AND SEWER SYSTEM IN PAYMENT THEREOF; AND ENACTING OTHER PROVISIONS RELATING THERETO

THE STATE OF TEXAS §
COUNTY OF CHEROKEE §
CITY OF JACKSONVILLE §

WHEREAS, the City Council of the City of Jacksonville, Texas (the “City”), authorized the publication of a notice of intention to issue certificates of obligation to the effect that the City Council would meet on August 9, 2022 to adopt an ordinance and take such other action as may be deemed necessary to authorize the issuance of certificates of obligation payable from City ad valorem taxes and from a pledge of and lien on the surplus revenues of the City’s water and sewer system, for the purpose of evidencing the indebtedness of the City for all or any part of the costs associated with the improvements to the City’s sanitary sewer system, including the planning, acquisition, design and construction of (i) sewer trunk main and manhole replacements, and (ii) lift station and force main replacements and improvements, and the costs of professional services related thereto; and

WHEREAS, such notice was published at the times and in the manner required by the Constitution and laws of the State of Texas, particularly Subchapter C, Chapter 271, Texas Local Government Code, as amended; and

WHEREAS, no petition or other request has been filed with or presented to any official of the City requesting that any of the proceedings authorizing such Certificates (as defined herein) be submitted to a referendum or other election; and

WHEREAS, the City is authorized to make the pledge of Surplus Revenues (as defined herein) pursuant to Chapter 1502, Texas Government Code; and

WHEREAS, the City is now authorized and empowered to proceed with the issuance and sale of the Certificates, and has found and determined that it is necessary and in the best interests of the City and its citizens that it issue the Certificates in accordance with the terms and provisions of this Ordinance; and

WHEREAS, the meeting at which this Ordinance is being considered is open to the public as required by law, and the public notice of the time, place and purpose of said meeting was given as required by Chapter 551, Texas Government Code; Now, Therefore

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

1. Recitals. It is hereby found and determined that the matters and facts set out in the preamble to this Ordinance are true and correct and incorporated herein for all purposes.

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

“Act” means Chapter 271, Texas Local Government Code, as amended.

“Attorney General” means the Attorney General of the State of Texas.

“Blanket Issuer Letter of Representations” means the Blanket Issuer Letter of Representations between the City, the Paying Agent/Registrar and DTC.

“Bond Counsel” means Bracewell LLP.

“Business Day” means any day which is not a Saturday, Sunday, or a day on which the Paying Agent/Registrar is authorized by law or executive order to close, or a legal holiday.

“Certificate” or “Certificates” means the City of Jacksonville, Texas, Tax and Surplus Water and Sewer Revenue Certificates of Obligation, Series 2022A authorized in this Ordinance, unless the context clearly indicates otherwise.

“City” means the City of Jacksonville, Texas.

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

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

“DTC” means The Depository Trust Company of New York, New York, or any successor securities depository.

“DTC Participant” means brokers and dealers, banks, trust companies, clearing corporations and certain other organizations on whose behalf DTC was created to hold securities to facilitate the clearance and settlement of securities transactions among DTC Participants.

“Escrow Agent” means BOKF, NA, Dallas, Texas, and its successors and assigns, or such other escrow agent as may be approved by the Mayor or Mayor Pro Tem and acceptable to the TWDB.

“Escrow Agreement” means the escrow agreement by and between the City and the Escrow Agent pertaining to the deposit of the proceeds of the Certificates.

“Financial Obligation” means a (i) debt obligation, (ii) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation, or (iii) guarantee of a debt obligation or any such derivative instrument; provided that “financial obligation” shall not include municipal securities as to which a final official statement (as defined in the Rule) has been provided to the MSRB consistent with the Rule.

“Fiscal Year” means such fiscal year as shall from time to time be set by the City Council.

“Initial Certificate” means the Initial Certificate authorized by Section 6(d) of this Ordinance.

“Interest and Sinking Fund” means the interest and sinking fund for payment of the Certificates established by the City in Section 17 of this Ordinance.

“Interest Payment Date” when used in connection with any Certificate, means February 15, 2023, and each August 15 and February 15 thereafter until maturity.

“Issuance Date,” with respect to the Certificates initially delivered to the TWDB, shall mean the date on which each such Certificate is authenticated by the Paying Agent/Registrar and delivered to and paid for by the TWDB. Certificates delivered on transfer of or in exchange for other Certificates shall bear the same Issuance Date as the Certificate or Certificates in lieu of or in exchange for which the new Certificate is delivered.

“MSRB” means the Municipal Securities Rulemaking Board.

“Ordinance” as used herein and in the Certificates means this ordinance authorizing the Certificates.

“Owner” means any person who shall be the registered owner of any outstanding Certificate.

“Paying Agent/Registrar” means BOKF, NA, Dallas, Texas, and its successors in that capacity.

“Project” means the improvements to the City’s sanitary sewer system, including the planning, acquisition, design and construction of (i) sewer trunk main and manhole replacements, and (ii) lift station and force main replacements and improvements, and the costs of professional services related thereto.

“Project Fund” shall mean the project fund established by the City pursuant to Section 26 of this Ordinance.

“Record Date” means, for any Interest Payment Date, the last Business Day of the month next preceding such Interest Payment Date.

“Register” means the books of registration kept by the Paying Agent/Registrar in which the names and addresses of and the principal amounts registered to each Owner are maintained.

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

“Rule” means SEC Rule 15c2-12, as amended from time to time.

“SEC” means the United States Securities and Exchange Commission.

“State” means the State of Texas.

“Surplus Revenues” means the revenues available after the payment of operation and maintenance expenses of the System and the debt service payable from gross revenues or net revenues of the System, if any, as well as any other payments, costs or expenses designated in an ordinance authorizing the issuance of System revenue obligations.

“System” means the City’s water and sewer system.

“TWDB” means the Texas Water Development Board.

3. Authorization. The Certificates shall be issued pursuant to the Act in fully registered form, without coupons, in the total authorized principal amount of \$5,919,000 for the purpose of evidencing the indebtedness of the City for all or any part of the costs associated with the Project.

4. Designation and Date. The Certificates shall be designated as the “CITY OF JACKSONVILLE, TEXAS, TAX AND SURPLUS WATER AND SEWER REVENUE CERTIFICATES OF OBLIGATION, SERIES 2022A,” and shall be dated August 15, 2022. The Certificates shall bear interest at the rates set out in Section 5 of this Ordinance, from the later of the Issuance Date or the most recent Interest Payment Date to which interest has been paid or duly provided for, calculated on the basis of a 360-day year of twelve 30-day months.

5. Initial Certificates; Numbers and Denominations. The Certificates shall be issued in the principal amounts and bearing interest at the rates set forth in the following schedule, and may be transferred and exchanged as set out in this Ordinance. The Certificates shall mature on August 15 in each of the years and in the amounts set out in such schedule. The Initial Certificate shall be numbered I-1 and all other Certificates shall be numbered in sequence beginning with R-1. Certificates delivered on transfer of or in exchange for other Certificates shall be numbered in order of their authentication by the Paying Agent/Registrar, shall be in the denomination of \$1,000 or integral multiples thereof, and shall mature on the same date and bear interest at the same rate as the Certificate or Certificates in lieu of which they are delivered.

<u>Year</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>Year</u>	<u>Principal Amount</u>	<u>Interest Rate</u>
2023	\$ 260,000	1.04%	2033	\$ 292,000	1.90%
2024	256,000	1.21	2034	298,000	2.04
2025	259,000	1.25	2035	304,000	2.15
2026	263,000	1.33	2036	310,000	2.24
2027	266,000	1.36	2037	317,000	2.30
2028	270,000	1.51	2038	324,000	2.36
2029	274,000	1.57	2039	332,000	2.41
2030	278,000	1.61	2040	340,000	2.46
2031	283,000	1.66	2041	349,000	2.52
2032	287,000	1.70	2042	357,000	2.57

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

(b) If any officer of the City whose manual or facsimile signature shall appear on the Certificates shall cease to be such officer before the authentication of such Certificates or before the delivery of such Certificates, such manual or facsimile signature shall nevertheless be valid and sufficient for all purposes as if such officer had remained in such office.

(c) Except as provided below, no Certificate shall be valid or obligatory for any purpose or be entitled to any security or benefit of this Ordinance unless and until the Paying Agent/Registrar's Authentication Certificate, substantially in the form provided herein, has been duly authenticated by manual execution by an officer or duly authorized signatory of the Paying Agent/Registrar. In lieu of the executed Paying Agent/Registrar's Authentication Certificate described above, the Initial Certificate delivered at the Issuance Date shall have attached thereto the Comptroller's Registration Certificate substantially in the form provided herein, manually executed by the Comptroller, or by his duly authorized agent, which certificate shall be evidence that the Initial Certificate has been duly approved by the Attorney General and that it is a valid and binding obligation of the City, and has been registered by the Comptroller.

(d) On the Issuance Date, the Initial Certificate, being a single certificate representing the entire principal amount of the Certificates, payable in stated installments to the TWDB or its designee, executed by manual or facsimile signature of the Mayor or Mayor Pro Tem and City Clerk, approved by the Attorney General, and registered and manually signed by the Comptroller, shall be delivered to the TWDB or its designee. Upon payment for the Initial Certificate, the Paying Agent/Registrar shall cancel the Initial Certificate and deliver definitive Certificates to DTC.

7. Payment of Principal and Interest. The Paying Agent/Registrar is hereby appointed as the initial paying agent for the Certificates. The principal of the Certificates shall be payable, without exchange or collection charges, in any coin or currency of the United States of America which, on the date of payment, is legal tender for the payment of debts due the United States of America, upon their presentation and surrender as they become due and payable at the principal payment office of the Paying Agent/Registrar in Dallas, Texas. The interest on each Certificate shall be payable by check mailed by the Paying Agent/Registrar on or before each Interest Payment Date to the Owner of record as of the Record Date, to the address of such Owner as shown on the Register; provided, however, that for so long as the TWDB is the Owner of the Certificates, all payments of principal and interest will be made in wire transfer form at no cost to the TWDB.

If the date for payment of the principal of any Certificate is not a Business Day, then the date for such payment shall be the next succeeding Business Day, with the same force and effect as if made on the original date payment was due.

8. Special Record Date. If interest on any Certificate is not paid on any Interest Payment Date and continues unpaid for 30 days thereafter, the Paying Agent/Registrar shall establish a new record date for the payment of such interest, to be known as a Special Record Date. The Paying Agent/Registrar shall establish a Special Record Date when funds to make such interest payment are received from or on behalf of the City. Such Special Record Date shall be fifteen (15) days prior to the date fixed for payment of such past due interest, and notice of the date of payment and the Special Record Date shall be sent by United States mail, first class, postage prepaid, not later than five (5) days prior to the Special Record Date, to each affected Owner of record as of the close of business on the day prior to the mailing of such notice.

9. Ownership; Unclaimed Principal. The City, the Paying Agent/Registrar and any other person may treat the person in whose name any Certificate is registered as the absolute Owner of such Certificate for the purpose of making payment of principal on such Certificate, and for all other purposes, whether or not such Certificate is overdue, and neither the City nor the Paying Agent/Registrar shall be bound by any notice or knowledge to the contrary. All payments made to the person deemed to be the Owner of any Certificate in accordance with this Section shall be valid and effectual and shall discharge the liability of the City and the Paying Agent/Registrar upon such Certificate to the extent of the sums paid.

Amounts held by the Paying Agent/Registrar which represent principal of the Certificates remaining unclaimed by the Owner after the expiration of three years from the date such amounts have become due and payable shall be reported and disposed of by the Paying Agent/Registrar in accordance with the applicable provisions of State law including, to the extent applicable, Title 6 of the Texas Property Code, as amended.

10. Registration, Transfer, and Exchange. So long as any Certificates remain outstanding, the Paying Agent/Registrar shall keep the Register at its principal payment office in Dallas, Texas and, subject to such reasonable regulations as it may prescribe, the Paying Agent/Registrar shall provide for the registration and transfer of Certificates in accordance with the terms of this Ordinance. The Issuance Date of each Certificate originally delivered to and paid for by TWDB shall be recorded in the Register.

Each Certificate shall be transferable only upon the presentation and surrender thereof at the principal payment office of the Paying Agent/Registrar in Dallas, Texas, duly endorsed for transfer, or accompanied by an assignment duly executed by the registered Owner or his authorized representative in form satisfactory to the Paying Agent/Registrar. Upon due presentation of any Certificate for transfer, the Paying Agent/Registrar shall authenticate and deliver in exchange therefor, within three (3) Business Days after such presentation, a new Certificate or Certificates, registered in the name of the transferee or transferees, in authorized denominations and of the same maturity, aggregate principal amount, and Issuance Date, bearing interest at the same rate as the Certificate or Certificates so presented.

All Certificates shall be exchangeable upon presentation and surrender thereof at the principal payment office of the Paying Agent/Registrar in Dallas, Texas, for a Certificate or Certificates of the same maturity, Issuance Date, and interest rate and in any authorized denomination, in an aggregate principal amount equal to the unpaid principal amount of the Certificate or Certificates presented for exchange. The Paying Agent/Registrar shall be and is hereby authorized to authenticate and deliver exchange Certificates in accordance with the provisions of this Section. Each Certificate delivered in accordance with this Section shall be entitled to the benefits and security of this Ordinance to the same extent as the Certificate or Certificates in lieu of which such Certificate is delivered.

The City or the Paying Agent/Registrar may require the Owner of any Certificate to pay a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with the transfer or exchange of such Certificate. Any fee or charge of the Paying Agent/Registrar for such transfer or exchange shall be paid by the City.

11. Mutilated, Lost, or Stolen Certificates. Upon the presentation and surrender to the Paying Agent/Registrar of a mutilated Certificate, the Paying Agent/Registrar shall authenticate and deliver in exchange therefor a replacement Certificate of like maturity, Issuance Date, interest rate and principal amount, bearing a number not contemporaneously outstanding. If any Certificate is lost, apparently destroyed, or wrongfully taken, the City, pursuant to the applicable laws of the State of Texas and in the absence of notice or knowledge that such Certificate has been acquired by a bona fide purchaser, shall authorize and the Paying Agent/Registrar shall authenticate and deliver a replacement Certificate of like maturity, Issuance Date, interest rate and principal amount, bearing a number not contemporaneously outstanding.

The City or the Paying Agent/Registrar may require the Owner of a mutilated Certificate to pay a sum sufficient to cover any tax or other governmental charge that may be imposed in connection therewith and any other expenses connected therewith, including the fees and expenses of the Paying Agent/Registrar.

The City or the Paying Agent/Registrar may require the Owner of a lost, apparently destroyed or wrongfully taken Certificate, before any replacement Certificate is issued, to:

- (1) furnish to the City and the Paying Agent/Registrar satisfactory evidence of the ownership of and the circumstances of the loss, destruction or theft of such Certificate;

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

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

(4) meet any other reasonable requirements of the City and the Paying Agent/Registrar.

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

If any such mutilated, lost, apparently destroyed or wrongfully taken Certificate has become or is about to become due and payable, the City in its discretion may, instead of issuing a replacement Certificate, authorize the Paying Agent/Registrar to pay such Certificate.

Each replacement Certificate delivered in accordance with this Section shall be entitled to the benefits and security of this Ordinance to the same extent as the Certificate or Certificates in lieu of which such replacement Certificate is delivered.

12. Cancellation of Certificates. All Certificates paid in accordance with this Ordinance, and all Certificates in lieu of which exchange Certificates or replacement Certificates are authenticated and delivered in accordance herewith, shall be canceled and destroyed upon the making of proper records regarding such payment. The Paying Agent/Registrar shall furnish the City with appropriate certificates of destruction of such Certificates.

13. Book-Entry System. The Initial Certificates shall be delivered against payment to the TWDB. The TWDB shall be required to promptly surrender the Initial Certificates to the Paying Agent/Registrar for exchange. Certificates issued in exchange shall be registered in the name of Cede & Co., as nominee of DTC, as registered owner of the Certificates, and held in the custody of DTC. Unless otherwise requested by DTC, a single certificate will be issued and delivered to DTC for each maturity of the Certificates. Beneficial owners of Certificates will not receive physical delivery of Certificates except as provided hereinafter. For so long as DTC shall continue to serve as securities depository for the certificates as provided herein, all transfers of beneficial ownership interest will be made by book-entry only, and no investor or other party purchasing, selling or otherwise transferring beneficial ownership of Certificates is to receive, hold or deliver any Certificate.

With respect to Certificates registered in the name of Cede & Co., as nominee of DTC, the City and the Paying Agent/Registrar shall have no responsibility or obligation to any DTC participant or any person on whose behalf a DTC participant holds an interest in the Certificates.

Without limiting the immediately preceding sentence, the City and the Paying Agent/Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co., or any DTC participant with respect to any ownership interest in the Certificates, (ii) the delivery to any DTC participant or any other person, other than a registered owner of the Certificates, as shown on the Register, of any notice with respect to the Certificates, including any notice of redemption, and (iii) the payment of any DTC participant or any other person, other than a registered owner of the Certificates, as shown on the Register, of any amount with respect to principal of or premium, if any, or interest on the Certificates.

Replacement Certificates may be issued directly to beneficial owners of Certificates other than DTC, or its nominee, but only in the event that (i) DTC determines not to continue to act as securities depository for the Certificates (which determination shall become effective no less than 90 days after written notice to such effect to the City and the Paying Agent/Registrar); or (ii) the City has advised DTC of its determination (which determination is conclusive as to DTC and the beneficial owners of the Certificates) that the interests of the beneficial owners of the Certificates might be adversely affected if such book-entry only system of transfer is continued. Upon occurrence of any of the foregoing events, the City shall use its best efforts to attempt to locate another qualified securities depository. If the City fails to locate another qualified securities depository to replace DTC, the City shall cause to be authenticated and delivered replacement Certificates, in certificate form, to the beneficial owners of the Certificates. In the event that the City makes the determination noted in (ii) above (provided that the City undertakes no obligation to make any investigation to determine the occurrence of any events that would permit the City to make any such determination), and has made provisions to notify the beneficial owners of Certificates of such determination by mailing an appropriate notice to DTC, it shall cause to be issued replacement Certificates in certificate form to beneficial owners of the Certificates as shown on the records of DTC provided to the City.

Whenever, during the term of the Certificates, the beneficial ownership thereof is determined by a book entry at DTC, the requirements in this Ordinance of holding, delivering or transferring Certificates shall be deemed modified to require the appropriate person or entity to meet the requirements of DTC as to registering or transferring the book entry to produce the same effect.

If at any time, DTC ceases to hold the Certificates as securities depository, all references herein to DTC shall be of no further force or effect.

Before the City can discontinue the book-entry-only system of registration through DTC, notice must be given to the TWDB and prior written consent of the TWDB must be received by the City.

14. Optional Redemption; Defeasance. (a) The Certificates are subject to optional redemption as set forth in the Form of Certificate in this Ordinance.

Principal amounts may be redeemed only in integral multiples of \$1,000. If a Certificate subject to redemption is in a denomination larger than \$1,000, a portion of such Certificate may be redeemed, but only in integral multiples of \$1,000. Upon surrender of any Certificate for redemption in part, the Paying Agent/Registrar shall authenticate and deliver in exchange therefor

a Certificate or Certificates of like maturity, Issuance Date, and interest rate in an aggregate principal amount equal to the unredeemed portion of the Certificate so surrendered.

Notice of any redemption identifying the Certificates to be redeemed in whole or in part shall be given by the Paying Agent/Registrar at least 30 days prior to the date fixed for redemption by sending written notice by United States mail, first class, postage prepaid, to the Owner of each Certificate to be redeemed in whole or in part at the address shown on the Register. Such notices shall state the redemption date, the redemption price, the place at which Certificates are to be surrendered for payment and, if less than all Certificates outstanding of a particular maturity are to be redeemed, the numbers of the Certificates or portions thereof of such maturity to be redeemed. Any notice given as provided in this Section shall be conclusively presumed to have been duly given, whether or not the Owner receives such notice. By the date fixed for redemption, due provision shall be made with the Paying Agent/Registrar for payment of the redemption price of the Certificates or portions thereof to be redeemed. When Certificates have been called for redemption in whole or in part and due provision has been made to redeem the same as herein provided, the Certificates or portions thereof so redeemed shall no longer be regarded as outstanding except for the purpose of receiving payment solely from the funds so provided for redemption, and the rights of the Owners to collect interest which would otherwise accrue after the redemption date on any Certificate or portion thereof called for redemption shall terminate on the date fixed for redemption.

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

(b) The Certificates may be discharged, defeased, redeemed or refunded in any manner now or hereafter permitted by law.

15. Forms. The form of the Certificates, including the form of the Paying Agent/Registrar's Authentication Certificate, the form of Assignment, and the form of Registration Certificate of the Comptroller shall be, respectively, substantially as follows, with such additions, deletions and variations as may be necessary or desirable and not prohibited by this Ordinance:

(a) Form of Certificate.

UNITED STATES OF AMERICA
STATE OF TEXAS
COUNTY OF CHEROKEE

REGISTERED
NUMBER

REGISTERED
DENOMINATION
\$ _____

CITY OF JACKSONVILLE, TEXAS
TAX AND SURPLUS WATER AND SEWER REVENUE CERTIFICATE OF OBLIGATION
SERIES 2022A

INTEREST RATE:	MATURITY DATE:	DATED DATE:	ISSUANCE DATE:	CUSIP NO.:
_____ %	August 15, 20__	August 15, 2022	September 7, 2022	_____

REGISTERED OWNER:

PRINCIPAL AMOUNT:

DOLLARS

THE CITY OF JACKSONVILLE, TEXAS (the “City”) promises to pay to the registered owner identified above, or registered assigns, on the maturity date specified above, upon presentation and surrender of this Certificate at BOKF, NA (the “Paying Agent/Registrar”), at its principal payment office in Dallas, Texas, the principal amount identified above, payable in any coin or currency of the United States of America which on the date of payment of such principal is legal tender for the payment of debts due the United States of America, and to pay interest thereon at the rate shown above, calculated on the basis of a 360-day year of twelve 30-day months, from the later of the Issuance Date identified above, or the most recent interest payment date to which interest has been paid or duly provided for. Interest on this Certificate is payable by check on February 15 and August 15, beginning on February 15, 2023, mailed to the registered owner as shown on the books of registration kept by the Paying Agent/Registrar as of the last Business Day of the month next preceding each interest payment date; provided, however, that for so long as the Texas Water Development Board (“TWDB”) is the Owner of the Certificates, all payments of principal and interest will be made in wire transfer form at no cost to the TWDB.

THIS CERTIFICATE is dated August 15, 2022 and is one of a series of fully registered certificates specified in the title hereof issued in the aggregate principal amount of \$5,919,000 (herein referred to as the “Certificates”), for the purpose of evidencing the indebtedness of the City for all or any part of the costs associated with the improvements to the City’s sanitary sewer system, including the planning, acquisition, design and construction of (i) sewer trunk main and manhole replacements, and (ii) lift station and force main replacements and improvements, and the costs of professional services related thereto, issued in accordance with the Constitution and laws of the State of Texas, particularly Subchapter C, Chapter 271, Texas Local Government

Code, as amended, pursuant to an ordinance duly adopted by the City Council of the City (the "Ordinance"), which Ordinance is of record in the official minutes of the City Council.

THE CITY RESERVES THE RIGHT to redeem Certificates maturing on and after August 15, 2033 prior to their scheduled maturities, in whole or from time to time in part, in integral multiples of \$1,000, on August 15, 2032, or any date thereafter at par. Reference is made to the Ordinance for complete details concerning the manner of redeeming the Certificates.

NOTICE OF ANY REDEMPTION shall be given at least 30 days prior to the date fixed for redemption by United States mail, first class, postage prepaid, addressed to the registered owner of each Certificate to be redeemed in whole or in part at the address shown on the books of registration kept by the Paying Agent/Registrar. When Certificates or portions thereof have been called for redemption, and due provision has been made to redeem the same, the principal amounts so redeemed shall be payable solely from the funds provided for redemption, and interest which would otherwise accrue on the amounts called for redemption shall terminate on the date fixed for redemption, if any.

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

THIS CERTIFICATE is transferable only upon presentation and surrender at the principal payment office of the Paying Agent/Registrar in Dallas, Texas, duly endorsed for transfer or accompanied by an assignment duly executed by the registered owner or his authorized representative, subject to the terms and conditions of the Ordinance.

THIS CERTIFICATE is exchangeable at the principal payment office of the Paying Agent/Registrar in Dallas, Texas, for certificates in the principal amount of \$1,000 or any integral multiple thereof, subject to the terms and conditions of the Ordinance.

THIS CERTIFICATE shall not be valid or obligatory for any purpose or be entitled to any benefit under the Ordinance unless this Certificate is either (i) registered by the Comptroller of Public Accounts of the State of Texas by registration certificate attached or affixed hereto or (ii) authenticated by the Paying Agent/Registrar by due execution of the authentication certificate endorsed hereon.

THE REGISTERED OWNER of this Certificate, by acceptance hereof, acknowledges and agrees to be bound by all the terms and conditions of the Ordinance.

THE CITY has covenanted in the Ordinance that it will at all times provide a legally qualified paying agent/registrar for the Certificates and will cause notice of any change of paying agent/registrar to be mailed to each registered owner.

IT IS HEREBY certified, recited and covenanted that this Certificate has been duly and validly issued and delivered; that all acts, conditions and things required or proper to be performed, to exist and to be done precedent to or in the issuance and delivery of this Certificate have been performed, exist and have been done in accordance with law; and that annual ad valorem taxes, within the limits prescribed by law, sufficient to provide for the payment of the interest, if any, on and principal of this Certificate, as such interest comes due and such principal matures, have been levied and ordered to be levied against all taxable property in the City.

IT IS FURTHER certified, recited and represented that the Surplus Revenues (as defined in the Ordinance) to be derived from the operation of the City's System (as defined in the Ordinance), are pledged to the payment of the Certificates. The City reserves the right to issue, for any lawful purpose at any time, in one or more installments, bonds, certificates of obligation and other obligations of any kind payable in whole or in part from the Surplus Revenues, secured by a pledge of the Surplus Revenues that may be on a parity with, or junior and subordinate to the pledge of Surplus Revenues securing the Certificates.

IN WITNESS WHEREOF, this Certificate has been signed with the manual or facsimile signature of the Mayor or Mayor Pro-Tem of the City and countersigned with the manual or facsimile signature of the City Clerk of the City, and the official seal of the City has been duly impressed, or placed in facsimile, on this Certificate.

City Clerk
City of Jacksonville, Texas

Mayor [Pro Tem] ¹
City of Jacksonville, Texas

[SEAL]

(b) Form of Registration Certificate of Comptroller.

COMPTROLLER'S REGISTRATION CERTIFICATE: REGISTER NO. _____

I hereby certify that this Certificate has been examined, certified as to validity, and approved by the Attorney General of the State of Texas, and that this Certificate has been registered by the Comptroller of Public Accounts of the State of Texas.

WITNESS MY SIGNATURE AND SEAL this _____.

Comptroller of Public Accounts of
the State of Texas

(SEAL)

(c) Form of Paying Agent/Registrar's Authentication Certificate.

AUTHENTICATION CERTIFICATE

It is hereby certified that this Certificate has been delivered pursuant to the Ordinance described in the text of this Certificate.

BOKF, NA,
as Paying Agent/Registrar

By: _____
Authorized Signature

Date of Authentication: _____

¹ Delete if the Mayor executes the Initial Certificate.

(d) Form of Assignment.

ASSIGNMENT

For value received, the undersigned hereby sells, assigns, and transfers unto

(Please print or type name, address, and zip code of Transferee)

(Please insert Social Security or Taxpayer Identification Number of Transferee)
the within Certificate and all rights thereunder, and hereby irrevocably constitutes and appoints

attorney to transfer said Certificate on the books kept for registration thereof, with full power of substitution in the premises.

DATED: _____

Signature Guaranteed:

NOTICE: Signature must be guaranteed by a member firm of the New York Stock Exchange or a commercial bank or trust company.

Registered Owner

NOTICE: The signature above must correspond to the name of the registered owner as shown on the face of this Certificate in every particular, without any alteration, enlargement or change whatsoever.

(e) The Initial Certificate shall be in the form set forth in paragraphs (a), (b) and (d) of this Section, except for the following alterations:

(i) immediately under the name of the Certificate, the headings “INTEREST RATE” and “MATURITY DATE” shall be completed with the words “As Shown Below” and the words “CUSIP NO.” deleted;

(ii) in the first paragraph of the Certificate, the words “on the Maturity Date specified above” and “at the rate shown above” shall be deleted and the following shall be inserted after the last sentence in the first paragraph, “The principal shall be paid in installments on August 15 in each of the years and in the principal amounts identified in the following schedule:”

[Information to be inserted from schedule in Section 5]

(iii) the Initial Certificate shall be numbered I-1.

16. CUSIP Numbers. CUSIP Numbers may be printed on the Certificates, but errors or omissions in the printing of such numbers shall have no effect on the validity of the Certificates.

17. Interest and Sinking Fund; Tax Levy. The proceeds from all taxes levied, assessed and collected for and on account of the Certificates authorized by this Ordinance shall be deposited, as collected, in a special fund to be designated "City of Jacksonville, Texas, Tax and Surplus Water and Sewer Revenue Certificates of Obligation, Series 2022A Interest and Sinking Fund." While the Certificates or any part of the principal thereof or interest thereon remain outstanding and unpaid, there is hereby levied and there shall be annually levied, assessed and collected in due time, form and manner, and at the same time other City taxes are levied, assessed and collected, in each year, a continuing direct annual ad valorem tax, within the limits prescribed by law, upon all taxable property in the City sufficient to pay the current interest on the Certificates as the same becomes due, and to provide and maintain a sinking fund adequate to pay the principal of the Certificates as such principal matures, but never less than two percent (2%) of the original principal amount of the Certificates each year, full allowance being made for delinquencies and costs of collection, and such taxes when collected shall be applied to the payment of the interest on and principal of the Certificates and to no other purpose.

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

18. Pledge of Revenues.

(a) The Surplus Revenues to be derived from the operation of the System are hereby pledged to the payment of the principal of and interest on the Certificates as the same come due. The City also reserves the right to issue, for any lawful purpose at any time, in one or more installments, bonds, certificates of obligation and other obligations of any kind payable in whole or in part from the Surplus Revenues, secured by a pledge of the Surplus Revenues that may be senior to, on a parity with, or junior and subordinate to the pledge of Surplus Revenues securing the Certificates.

(b) While the Certificates are outstanding, the City will at all times maintain sufficient rates and charges for the payment of the maintenance and operation expenses of the System and, to the extent that ad valorem taxes are not available for such purpose, the City will at all times maintain sufficient rates and charges to produce revenues not less than 1.10 times the annual debt service obligations of all outstanding obligations of the City secured in whole or in part by the Surplus Revenues of the System for which the City is budgeting to make payments from Surplus Revenues, for the payment of debt service on the Certificates. Upon the written request of the TWDB, the City shall provide documentation that evidences the levy of ad valorem taxes for the payment of debt service on the Certificates or information demonstrating that the City has budgeted Surplus Revenues of the System or other lawfully available revenues sufficient for the payment of debt service on the Certificates.

(c) If System revenues are actually on deposit in the Interest and Sinking Fund in advance of the time when ad valorem taxes are scheduled to be levied for any year, the amount of

taxes that otherwise would have been required to be levied may be reduced to the extent and by the amount of revenues then on deposit in the Interest and Sinking Fund.

(d) If the City does not levy taxes in any year as provided in Section 17 and Section 18(c) above, the City shall transfer and deposit in the Interest and Sinking Fund each month an amount of not less than 1/12th of the annual debt service on the Certificates until the amount on deposit in the Interest and Sinking Fund equals the amount required for annual debt service on the Certificates and the City shall not transfer Surplus Revenues from the System to any fund other than the Interest and Sinking Fund until such times as an amount equal to the annual debt service on the Certificates for the then current fiscal year has been deposited in the Interest and Sinking Fund.

(e) Each year that the Certificates are outstanding, and prior to the time taxes are to be levied for such year, the City shall establish, adopt, and maintain an annual budget that provides for the monthly deposit of sufficient Surplus Revenues, the monthly deposit of any other legally available funds on hand at the time of the adoption of the annual budget, the deposit of tax revenues, or a combination thereof, into the Interest and Sinking Fund for the payment of debt service on the Certificates.

19. Application of Chapter 1208, Government Code. Chapter 1208, Government Code, applies to the issuance of the Certificates and the pledge of the taxes and revenues granted by the City under Sections 18 and 19 of this Ordinance, and such pledge is therefore valid, effective and perfected. If State law is amended at any time while the Certificates are outstanding and unpaid such that the pledge of the taxes and revenues granted by the City under Sections 18 and 19 of this Ordinance is to be subject to the filing requirements of Chapter 9, Business & Commerce Code, then in order to preserve to the registered owners of the Certificates the perfection of the security interest in said pledge, the City agrees to take such measures as it determines are reasonable and necessary under State law to comply with the applicable provisions of Chapter 9, Business & Commerce Code and enable a filing to perfect the security interest in said pledge to occur.

20. Further Proceedings. After the Initial Certificate has been executed, it shall be the duty of the Mayor or Mayor Pro Tem of the City to deliver the Initial Certificate and all pertinent records and proceedings to the Attorney General, for examination and approval. After the Initial Certificate has been approved by the Attorney General, it shall be delivered to the Comptroller for registration. Upon registration of the Initial Certificate, the Comptroller (or a deputy lawfully designated in writing to act for the Comptroller) shall manually sign the Comptroller's Registration Certificate prescribed herein to be affixed or attached to the Certificates to be initially issued, and the seal of said Comptroller shall be impressed, or placed in facsimile, thereon.

21. Sale. The Certificates are hereby sold and shall be delivered to the TWDB, as soon as practicable after adoption of this Ordinance, at a price of par, subject to the approval of the Attorney General and Bond Counsel. At the time the Certificates are delivered to the TWDB, the City shall pay an origination fee to the TWDB equal to 1.75% (\$101,801) of the Project costs, in accordance with the rules of the TWDB. The Mayor or Mayor Pro Tem and other appropriate officers, agents and representatives of the City are hereby authorized to do any and all things necessary or desirable to provide for the issuance and delivery of the Certificates.

22. Books and Records. So long as any of the Certificates are outstanding the City covenants and agrees that it will keep proper books of record and account in which full, true and correct entries will be made of all transactions relating to the Certificates and the funds created pursuant to this Ordinance, and all books, documents and vouchers relating thereto shall at all reasonable times be made available for inspection upon request of any Owner.

23. Provisions Concerning Federal Income Tax Matters.

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

(b) No Private Activity Bonds. The City covenants that it will use the proceeds of the Certificates (including investment income) and the property financed, directly or indirectly, with such proceeds so that the Certificates will not be “private activity bonds” within the meaning of section 141 of the Code. Furthermore, the City will not take a deliberate action (as defined in section 1.141-2(d)(3) of the Regulations) that causes the Certificates to be a “private activity bond” unless it takes a remedial action permitted by section 1.141-12 of the Regulations.

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

(d) No Hedge Bonds. The City covenants not to take any action or omit to take action that, if taken or omitted, would cause the Certificates to be “hedge bonds” within the meaning of section 149(g) of the Code.

(e) No Arbitrage Bonds. The City covenants that it will make such use of the proceeds of the Certificates (including investment income) and regulate the investment of such proceeds of the Certificates so that the Certificates will not be “arbitrage bonds” within the meaning of section 148(a) of the Code. In furtherance thereof, if proceeds of an issue of bonds issued by the TWDB (“Source Series Bonds”) are used to purchase the Certificates, no portion of the proceeds of the Certificates (including investment income) will be used to acquire or replace funds which were used, directly or indirectly to acquire “nonpurpose investments” (as defined in the Regulations) which produce a yield materially higher than the Source Series Bonds, other than nonpurpose investments acquired with (a) proceeds of the Certificates invested for a reasonable temporary period of up to three years after the issue date of the Source Series Bonds until such proceeds are needed for the Project, (b) amounts invested in a bona fide debt service fund, within the meaning of section 1.148-1(b) of the Regulations; and (c) amounts deposited in any reasonably required reserve or replacement fund to the extent such amounts do not exceed the least of maximum annual debt service on the Certificates, 125% of average annual debt service on the Certificates or 10 percent of the stated principal amount of the Certificates.

(f) Required Rebate. The City covenants that, if the City does not qualify for an

exception to the requirements of section 148(f) of the Code, the City will comply with the requirement that certain amounts earned by the City on the investment of the gross proceeds of the Certificates, be rebated to the United States. In furtherance thereof, the City will:

(i) account for all “gross proceeds” (as defined in section 1.148-1 of the Regulations) of the Certificates, including all receipts, expenditures and investments thereof, on its books of account separately and apart from all other funds, including all receipts, expenditures and investments thereof, and retain all records of such accounting for at least six years after the final “computation date” (as defined section 1.148-1 of the Regulations). The City may, however, to the extent permitted by law, commingle “gross proceeds” of the Certificates with other money of the City, provided that the City separately accounts for each receipt and expenditure of “gross proceeds” and the obligations acquired therewith;

(ii) calculate, or caused to be calculated by a third party, the “rebate amount” (as defined in section 1.148-1 the Regulations) with respect to the Certificates no less frequently than each “computation date,” in accordance with the rules set forth in section 148(f) of the Code, section 1.148-3 of the Regulations, and any rulings thereunder. The City will maintain a copy of such calculations for at least six years after the final “computation date”;

(iii) as additional consideration for the Certificates, and in order to induce the purchase of the Certificates by measures designed to ensure the excludability of interest on the Source Series Bonds, if any, from the gross income of the owners thereof for federal income tax purpose, pay to the United State of America the “rebate amount” described in subparagraph (ii) above within 30 days after each “computation date”;

(iv) exercise reasonable diligence to assure that no errors are made in the calculations required by subparagraph (ii) and, if such error is discovered, to promptly correct such error within a reasonable amount of time thereafter, including payment to the United State of America of any interest and any penalty required by the Regulations.

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

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

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

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

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

(l) Official Intent. For purposes of section 1.150-2(d) of the Regulations, to the extent that an official intent to reimburse has not previously been adopted by the City, this Ordinance serves as the City's official declaration of intent to use proceeds of the Certificates to reimburse itself from proceeds of the Certificates issued in the maximum amount for certain expenditures paid in connection with the projects set forth herein. Any such reimbursement will only be made (i) for an original expenditure paid no earlier than sixty (60) days prior to the date hereof and (ii) not later than eighteen (18) months after the later of (A) the date the original expenditure is paid or (B) the date of which the project to which such expenditure relates is placed in service or abandoned, but in to event more than three (3) years after the original expenditure is paid.

(m) Source Series Bonds. The City covenants that neither the City nor a related party thereto will acquire any of the TWDB's Source Series Bonds in an amount related to the amount of the Certificates to be acquired from the City by the TWDB.

(n) Advanced Refunding. The City covenants to refrain from using the proceeds of the Certificates to pay debt service on another issue more than ninety (90) days after the date of issue of the Certificates in contravention of the requirements of section 149(d) of the Code.

24. TWDB Resolution. The City agrees to comply with the applicable provisions of TWDB Resolution No. 22-044, which authorized the financial assistance evidenced by the Certificates.

25. Escrow Agreement. To facilitate the delivery of and payment for the Certificates pending completion of review of plans and specifications, the City Council hereby authorizes an Escrow Agreement to be entered into by and between the City and the Escrow Agent, the terms and conditions of which are hereby approved, subject to such insertions, additions, and modifications as shall be necessary to comply with all applicable laws, regulations, and procedures and to carry out the intent and purposes of this Ordinance. The Mayor or Mayor Pro Tem and the City Clerk are authorized to execute and deliver such Escrow Agreement in multiple counterparts on behalf of the City.

26. Project Fund. There is hereby created and established a special fund of the City, to be known as the "City of Jacksonville, Texas, Tax and Surplus Water and Sewer Revenue Certificates of Obligation, Series 2022A Project Fund," which shall be established at an official depository of the City and kept separate and apart from other funds of the City. The proceeds of the Certificates, shall be deposited in the escrow account for the Certificates that is maintained by

the Escrow Agent for the benefit of the City and TWDB under and as more specifically provided in the Escrow Agreement. Upon release from the escrow account, such proceeds shall be deposited and held in the Project Fund until used for authorized purposes. The proceeds of the Certificates, as received, shall be deposited in the Project Fund. Money on deposit in the Project Fund and all interest, and income derived therefrom shall be used only for the purposes set forth in Section 3 of this Ordinance and to pay costs of issuance. Money on deposit in the Project Fund, may, at the option of the City, be invested in accordance with the Public Funds Investment Act, Texas Government Code, Chapter 2256, and the Public Funds Collateral Act, Texas Government Code, Chapter 2257; provided that all such deposits and investments shall be made in such manner that the money required to be expended from the Project Fund will be available at the proper time or times. Certificate proceeds deposited in the Project Fund shall be timely and expeditiously used, in accordance with the schedule for the Project approved by the TWDB, as may be amended from time to time. The City will maintain project accounts in accordance with generally accepted government accounting standards, including standards related to the reporting of infrastructure assets.

27. TWDB Rules. In compliance with the published rules and regulations of the TWDB, the City covenants and agrees that upon final completion of the Project to be financed with the proceeds of the Certificates, and if all or any portion of the Certificates shall be held by or on account of the TWDB or the State, the proper officials of the City shall render due and final accounting of the total cost of the Project and provide a copy of as-built plans for the Project to the TWDB. If, following completion of the Project, funds remain on hand in the Project Fund, or if the TWDB Executive Administrator (the “Executive Administrator”) disapproves construction of any portion of the Project as not being in accordance with the plans and specifications, the City shall use any remaining funds for enhancements to the Project that are approved by the Executive Administrator, or, if no enhancements are authorized by the Executive Administrator, the City shall submit to the TWDB a final accounting and describe the proposed disposition of the any unused funds. If any funds are determined to be surplus funds remaining after the completion of the Project and the completion of a final accounting, such surplus funds shall be used for purposes approved by the Executive Administrator. Unless otherwise stated in the loan commitment of the TWDB with respect to the purchase of the Certificates, in determining the amount of available funds for constructing the Project to be financed, the City shall account for all monies in the Project Fund, including all loan funds extended by the TWDB, all other funds available from the Project as described in the Project engineer’s sufficiency of funds statement required for closing the TWDB’s loan and all interest, earned by the City on money in the Project Fund. This requirement shall not be interpreted as prohibiting the TWDB from enforcing such other rights as it may have under law.

28. Outlay Reports. The City agrees to submit outlay reports with sufficient documentation on costs on a quarterly or monthly basis in accordance with TWDB outlay report guidelines.

29. Environmental Indemnification. The City shall not use proceeds from the sale of the Certificates for sampling, testing, removing or disposing of contaminated soils and/or media at the Project site. To the extent permitted by law, the City agrees to indemnify, hold harmless and protect the TWDB from any and all claims, causes of action or damages to the person or property

of third parties arising from the sampling, analysis, transport, storage, treatment and disposition of any contaminated sewage sludge, contaminated sediments and/or contaminated media that may be generated by the City, its contractors, consultants, agents, officials and employees as a result of activities relating to the Project.

30. Insurance. The City covenants that the Project will be kept continually insured against such perils in an amount sufficient to protect the TWDB's interest in the Project, to the extent that insurance is customarily carried by cities operating similar facilities in similar locations; provided, however, that the City shall not be required to maintain such insurance so long as builders risk insurance covering such facilities during the period of construction is in effect.

31. Compliance with Rules and Statutes. The City covenants that it will comply with TWDB's rules and relevant state statutes in connection with the sale of the Certificates to TWDB and the use of the proceeds in connection with the Project approved by TWDB.

32. Compliance with Environmental Findings of Executive Administrator. The City covenants that it will comply with the conditions specified in the final environmental finding of the Executive Administrator when issued, including the standing emergency discovery conditions for threatened and endangered species and cultural resources.

33. Audited Financial Statements. The City shall annually submit to the TWDB a copy of its audited financial statements, which shall be prepared by a certified public accountant in accordance with the accounting principles the City may be required to employ from time to time pursuant to State law or regulation.

34. Compliance with Davis-Bacon and Federal Disadvantaged Business Enterprises Program. Laborers and mechanics employed by contractors and subcontractors for the Project shall be paid wages at rates not less than those prevailing on projects of a similar character in the locality in accordance with the Davis-Bacon Act, and the U.S. Department of Labor's implementing regulations. The City, all contractors, and all sub-contractors shall ensure that all Project contracts mandate compliance with the Davis-Bacon Act. All contracts and subcontracts for the construction of the Project carried out in whole or in part with Certificate proceeds shall insert in full in any contract in excess of \$2,000 the contracts clauses as provided by the TWDB. The City covenants to comply with all applicable State and federal procurement requirements, including the federal procurement requirements under the Disadvantaged Business Enterprises program.

35. Federal Funding Accountability and Transparency Act. The City shall provide the TWDB with all information required to be reported in accordance with the Federal Funding Accountability and Transparency Act of 2006, Pub. L. 109-282, as amended by Pub. L. 110-252. The City shall obtain a Data Universal Numbering System (DUNS) Number and shall register with System for Award Management (SAM), and maintain current registration at all times during which the Certificates are outstanding.

36. Use of Iron and Steel Products. The City covenants that it will abide by all applicable construction contract requirements related to the use of iron and steel products produced

in the United States, as required by 31 TAC § 375.3, 33 U.S.C. § 1388, and related State Revolving Fund Policy Guidelines.

37. Maintenance of Project Fund. The City covenants that it will maintain the Project Fund in accordance with generally accepted government accounting principles.

38. Continuing Disclosure Undertaking.

(a) Annual Reports. The City agrees to provide to the MSRB, in electronic format, accompanied by identifying information as prescribed by the MSRB, within six months after the end of each fiscal year, financial information and operating data with respect to the City of the general type included in the City's annual financial statements. The information will also include the audited financial statements of the City, if the City commissions an audit and it is completed within the required time. If the audit of such financial statements is not complete within such period, then the City will provide unaudited financial statements within such six month period to the MSRB, and audited financial statements if and when the audit report on such statements becomes available. Any financial statements so to be provided shall be prepared in accordance with the accounting principles the City may be required to employ from time to time pursuant to State law or regulation. All such information and operating data shall be provided to the MSRB, in an electronic format, accompanied by identifying information, as prescribed by the MSRB, and will be available via the Electronic Municipal Market Access ("EMMA") System at www.emma.msrb.org.

If the City changes its fiscal year, the City will notify the MSRB of any such change (and of the date of the new fiscal year end) prior to the next date by which the City would otherwise be required to provide financial information and operating data pursuant to this Section.

All such information and operating data may be provided to the MSRB in full in one or more documents, or may be included by specific reference to documents available to the public (including an Official Statement or other offering document, if it is available from the MSRB).

(b) Event Notices. The City shall provide the following to the MSRB, in an electronic format as prescribed by the MSRB, in a timely manner not in excess of ten (10) business days after the occurrence of the event, notice of any of the following events with respect to the Certificates:

- (1) Principal and interest payment delinquencies;
- (2) Non-payment related defaults, if material;
- (3) Unscheduled draws on debt service reserves reflecting financial difficulties;
- (4) Unscheduled draws on credit enhancements reflecting financial difficulties;
- (5) Substitution of credit or liquidity providers, or their failure to perform;
- (6) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with

respect to the tax status of Certificates, or other material events affecting the tax status of the Certificates;

- (7) Modifications to rights of the holders of the Certificates, if material;
- (8) Certificate calls, if material, and tender offers;
- (9) Defeasances;
- (10) Release, substitution, or sale of property securing repayment of the Certificates, if material;
- (11) Rating changes;
- (12) Bankruptcy, insolvency, receivership or similar event of the City;

Note to paragraph 12: For the purposes of the event identified in paragraph 12 of this section, the event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for the City in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the City, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the City.

- (13) The consummation of a merger, consolidation, or acquisition involving the City or the sale of all or substantially all of the assets of the City, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;
- (14) Appointment of successor or additional paying agent/registrar or the change of name of a paying agent/registrar, if material;
- (15) Incurrence of a Financial Obligation of the City, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the City, any of which affect security holders, if material; and
- (16) Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the City, any of which reflect financial difficulties.

Note to paragraphs (15) and (16): For purposes of the events identified in

paragraphs (15) and (16) of this section and in the definition of Financial Obligation in Section 2, the City intends the words used in such paragraphs to have the meanings ascribed to them in SEC Release No. 34-83885 dated August 20, 2018 (the “2018 Release”) and any further amendments or written guidance provided by the SEC or its staff with respect with respect to the amendments to the Rule effected by the 2018 Release.

The City shall notify the MSRB, in a timely manner, of any failure by the City to provide financial information or operating data in accordance with Section 38(a). All documents provided to the MSRB pursuant to this section shall be accompanied by identifying information as prescribed by the MSRB.

(c) Limitations, Disclaimers, and Amendments. The City shall be obligated to observe and perform the covenants specified in this Section for so long as, but only for so long as, the City remains an “obligated person” with respect to the Certificates within the meaning of the Rule, except that the City in any event will give notice of any redemption calls and any defeasances that cause the City to be no longer an “obligated person.”

The provisions of this Section are for the sole benefit of the Owners and beneficial owners of the Certificates, and nothing in this Section, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The City undertakes to provide only the financial information, operating data, financial statements, and notices which it has expressly agreed to provide pursuant to this Section and does not hereby undertake to provide any other information that may be relevant or material to a complete presentation of the City’s financial results, condition, or prospects or hereby undertake to update any information provided in accordance with this Section or otherwise, except as expressly provided herein. The City does not make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell Certificates at any future date.

UNDER NO CIRCUMSTANCES SHALL THE CITY BE LIABLE TO THE OWNER OR BENEFICIAL OWNER OF ANY CERTIFICATE OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE CITY, WHETHER NEGLIGENT OR WITH OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS SECTION, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR MANDAMUS OR SPECIFIC PERFORMANCE.

No default by the City in observing or performing its obligations under this Section shall constitute a breach of or default under this Ordinance for purposes of any other provisions of this Ordinance.

Nothing in this Section is intended or shall act to disclaim, waive, or otherwise limit the duties of the City under federal and state securities laws.

The provisions of this Section may be amended by the City from time to time to adapt to changed circumstances that arise from a change in legal requirements, a change in law, or a change

in the identity, nature, status, or type of operations of the City, but only if (i) the provisions of this Section, as so amended, would have permitted an underwriter to purchase or sell Certificates in the primary offering of the Certificates in compliance with the Rule, taking into account any amendments or interpretations of the Rule to the date of such amendment, as well as such changed circumstances, and (ii) either (A) the Owners of a majority in aggregate principal amount (or any greater amount required by any other provisions of this Ordinance that authorizes such an amendment) of the outstanding Certificates consent to such amendment or (B) a person that is unaffiliated with the City (such as nationally recognized bond counsel) determines that such amendment will not materially impair the interests of the Owners and beneficial owners of the Certificates. If the City so amends the provisions of this Section, it shall include with any amended financial information or operating data next provided in accordance with Section 34(a) an explanation, in narrative form, of the reasons for the amendment and of the impact of any change in the type of financial information or operating data so provided.

39. Private Placement Memorandum. The form and substance of the Private Placement Memorandum for the Certificates dated [August 9], 2022, and any addenda, supplement or amendment thereto (the "Private Placement Memorandum"), presented to and considered at this meeting, are hereby in all respects approved and adopted. The proper officials of the City are hereby authorized to execute such Private Placement Memorandum as prescribed therein.

40. Appointment of Initial Paying Agent/Registrar; Paying Agent Registrar Agreement.

(a) BOKF, NA, Dallas, Texas, is hereby appointed as the initial Paying Agent/Registrar for the Certificates.

(b) The Paying Agent/Registrar shall keep such books or records and make such transfers and registrations under such reasonable regulations as the City and the Paying Agent/Registrar may prescribe; and the Paying Agent/Registrar shall make such transfer and registrations as herein provided. It shall be the duty of the Paying Agent/Registrar to obtain from the Owners and record in the Register the address of such Owner of each Certificate to which payments with respect to the Certificates shall be mailed, as provided herein. The City or its designee shall have the right to inspect the Register during regular business hours of the Paying Agent/Registrar, but otherwise the Paying Agent/Registrar shall keep the Register confidential and, unless otherwise required by law, shall not permit their inspection by any other entity.

(c) The City hereby further appoints the Paying Agent/Registrar to act as the paying agent for paying the principal of and interest, on the Certificates. The Paying Agent/Registrar shall keep proper records of all payments made by the City and the Paying Agent/Registrar with respect to the Certificates, and of all conversions, exchanges and replacements of such Certificates, as provided in the Ordinance.

(d) The form of Paying Agent/Registrar Agreement setting forth the duties of the Paying Agent/Registrar is hereby approved, and the appropriate officials of the City are hereby authorized to execute such agreement for and on behalf of the City.

41. Maintenance, Termination and Replacement of Paying Agent/Registrar.

(a) At all times while any Certificates are outstanding, the City will maintain a Paying Agent/Registrar that is qualified under this Section 41 of the Ordinance.

(b) If the Paying Agent/Registrar resigns or otherwise ceases to serve as such, the City will promptly appoint a replacement, provided no such resignation shall be effective until a successor Paying Agent/Registrar has accepted the duties of Paying Agent/Registrar for the Certificates.

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

(d) The City reserves the right to terminate the appointment of any Paying Agent/Registrar by (i) delivering to the entity whose appointment is to be terminated forty-five (45) days written notice of the termination of the appointment and of the Paying Agent/Registrar Agreement, stating the effective date of such termination, and (ii) appointing a successor Paying Agent/Registrar; provided, that, no such termination shall be effective until a successor Paying Agent/Registrar has assumed the duties of Paying Agent/Registrar for the Certificates.

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

(f) By accepting the appointment as Paying Agent/Registrar, the Paying Agent/Registrar is deemed to have agreed to the provisions of this Ordinance and that it will perform the duties and functions of Paying Agent/Registrar prescribed hereby and under the Paying Agent/Registrar Agreement.

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

42. Remedies. TWDB shall have all remedies available at law or in equity with respect to the Certificates, and any provision of the Certificates that restricts or limits TWDB's exercise of such remedies shall be of no force and effect.

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

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

45. Individuals Not Liable. No covenant, stipulation, obligation or agreement herein contained shall be deemed to be a covenant, stipulation, obligation or agreement of any member of City Council or agent or employee of City Council or of the City in his or her individual capacity and neither the members of City Council nor any officer thereof, nor any agent or employee of City Council or of the City, shall be liable personally on the Certificates, or be subject to any personal liability or accountability by reason of the issuance thereof.

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

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

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

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PASSED, APPROVED AND EFFECTIVE this 9th day of August, 2022.

City Clerk
City of Jacksonville, Texas

Mayor
City of Jacksonville, Texas

[SEAL]

APPROVED AS TO FORM:

City Attorney
City of Jacksonville

CERTIFICATE FOR ORDINANCE

THE STATE OF TEXAS §
COUNTY OF CHEROKEE §

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

1. The City Council of the City of Jacksonville, Texas, convened in a regular meeting on the 9th day of August, 2022, and the roll was called of the duly constituted officers and members of said City Council, to wit:

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

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

ORDINANCE NO. ____

AN ORDINANCE AUTHORIZING THE ISSUANCE OF THE CITY OF JACKSONVILLE, TEXAS, TAX AND SURPLUS WATER AND SEWER REVENUE CERTIFICATES OF OBLIGATION, SERIES 2022A; AUTHORIZING EXECUTION AND DELIVERY OF A PAYING AGENT/REGISTRAR AGREEMENT AND AN ESCROW AGREEMENT RELATING TO SUCH CERTIFICATES; PRESCRIBING THE FORM OF SAID CERTIFICATES; LEVYING A TAX AND PLEDGING SURPLUS REVENUES OF THE WATER AND SEWER SYSTEM IN PAYMENT THEREOF; AND ENACTING OTHER PROVISIONS RELATING THERETO

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

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

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

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

2. A true, full and correct copy of the aforesaid ordinance adopted at the meeting described in the above and foregoing paragraph is attached to and follows this certificate; that said ordinance has been duly recorded in said City Council's minutes of said meeting; that the above and foregoing paragraph is a true, full and correct excerpt from said City Council's minutes of said meeting pertaining to the adoption of said ordinance; that the persons named in the above and foregoing paragraph are the duly chosen, qualified and acting officers and members of said City Council as indicated therein; that each of the officers and members of said City Council was duly and sufficiently notified officially and personally, in advance, of the date, hour, place and purpose of the aforesaid meeting, and that said ordinance would be introduced and considered for adoption at said meeting, and each of said officers and members consented, in advance, to the holding of said meeting for such purpose; that said meeting was open to the public as required by law; and that public notice of the date, hour, place and subject of said meeting was given as required by Chapter 551, Texas Government Code.

SIGNED AND SEALED this 9th day of August, 2022.

[SEAL]

City Clerk
City of Jacksonville, Texas



Jacksonville City Council

AGENDA ITEM REPORT

AGENDA DATE:	<u>8/9/2022</u>	ITEM NUMBER:	<u>10.</u>
DEPARTMENT:	<u>Administration</u>	PREPARED BY:	<u></u>
INITIATED BY:	<u></u>	EXHIBITS:	<u>J'Ville 2022 TWDB Work Order</u>

EXECUTIVE SUMMARY:

The council recently approved posting notice of intent to issue certificates of obligation for a low interest loan through the Texas Water Development Board. This loan will be used for an infrastructure project to include replacing several thousand feet of 18" sewer line from Bolton to the east side of the city. This project will also include a new lift station. The new sewer line and lift station should mitigate some of the flooding issues in the area of S. Bolton and Sunnydale. This contract the council is considering is for the engineering work for the project.

RECOMMENDED ACTION:

Approve the contract.

BID AND AWARD:

BUDGET DATA:

BUDGET JUSTIFICATION:

BACKGROUND:**POLICY/GOAL CONSIDERATION:**

Improve infrastructure throughout the city.

LEGAL:

EXHIBIT A
TO FURNISH CONSULTING SERVICES
to the
CITY OF JACKSONVILLE, TEXAS

WORK ORDER NO. 030-2213

**TEXAS WATER DEVELOPMENT BOARD - CLEAN WATER STATE REVOLVING FUND LOAN
WASTEWATER CAPITAL IMPROVEMENTS PROJECT**

The work described below shall be completed in accordance with the Master Agreement to Furnish Consulting Services to the City of Jacksonville, dated January 8, 2019.

I. SCOPE OF WORK

The City of Jacksonville Wastewater Capital Improvements will be funded with a loan from the Texas Water Development Board (TWDB). The loan application has been prepared by the Engineer and was previously submitted to the TWDB in November 2021. Loan closing will have to occur prior to any work being done on this project if actual loan funds are to be used for payment for these services. It is anticipated that actual loan closing will occur in August 2022. Since all work is being funded by the TWDB, engineering services will be required to meet all TWDB regulatory requirements.

The Engineer has met with the Owner and determined the scope of work and the services to be rendered prior to preparation of this Work Order. The general description of the work shall be to prepare the plans and specifications necessary for the replacement of a Sewer Trunk Main and for the upgrade of the Lake Shore Lift Station and associated force main. The Trunk Main project will consist of the replacement of approximately 9,500 feet of 60-plus year old 18" diameter unreinforced concrete sewer pipe and associated manholes. In general, the project will begin at a point on an existing 24" diameter sewer interceptor located immediately south of the Nichols-Green Park - Phase I and approximately 1500' east of US 69 South, and continue in a westerly direction, crossing US Highway 69 (S. Jackson Street), to FM 347 (S. Bolton Street). Numerous structural failures of this trunk main have resulted in significant wastewater overflows and subsequent enforcement by the Texas Commission on Environmental Quality (TCEQ). The Lake Shore Lift Station project will consist of upgrades to increase the capacity of this facility and will include the installation of new pumps, piping, electrical improvements and a backup generator along with the upgrade and extension of the existing force main. This work will replace an obsolete wastewater lift station that is just upstream from Lake Jacksonville, which is the City's drinking water source.

II. PLANNING / ENVIRONMENTAL

The Engineer shall perform the necessary field work as outlined in the Preliminary Design Phase services to determine preliminary routing of the sewer trunk main replacement project and the Lake Shore Lift Station force main upgrade and extension. This preliminary routing will be used by a third party environmental consultant to prepare an Environmental Report, which is required by the TWDB. The report shall determine that a Finding of No Significant Impact (FONSI) will result from the project prior to design phase funds being released.

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III. REGULATORY APPROVAL

The Engineer shall prepare and submit the necessary engineering documents (engineering feasibility report, contract documents, technical specifications, plans, etc.) for review and approval by the Texas Water Development Board (TWDB). This review and approval is mandatory for the release of funds in accordance with the loan agreement between the City of Jacksonville and the TWDB.

IV. PRELIMINARY DESIGN

1. The Engineer shall obtain copies of any plans, reports, permits or other pertinent information relating to the project from the Owner. This will include copies of available engineering plans and studies on the City's sewer collection system.
2. The Owner shall obtain survey permission from property owners to access the right-of-way along the proposed pipeline routes.
3. The Engineer shall perform basic surveying of manholes along the approximate 9,500 feet section of sewer trunk main and along the existing route of the Lake Shore Lift Station force main.
4. The Engineer will rely on assistance from City staff to locate and open each manhole along the sewer trunk main for surveying by the Engineer. In addition, City staff shall locate and excavate, as required, to determine the exact route of the existing Lake Shore Lift Station force main for surveying by the Engineer.
5. The Owner shall provide to Engineer, as applicable, all easements for the existing sanitary sewer main and force main.
6. Owner shall provide to Engineer a list of current property owners associated with the proposed sewer main and force main route for preparation of field note descriptions and plats.
7. The Engineer shall perform the necessary fieldwork to define the easements required for the proposed sewer and force main.
8. The Engineer shall prepare the preliminary construction plans in accordance with the scope of services listed above.
9. The Engineer shall review the preliminary plans with the Owner's representative.

V. FINAL DESIGN

1. The Engineer shall prepare the final design plans incorporating the results of all mutually agreed changes.
2. The Engineer shall prepare the construction contract documents including bid proposal and final design specifications that shall include the detailed descriptions of the various items to be incorporated into the project.
3. The Engineer shall provide Owner field note descriptions and plats associated with easement Engineer acquisition. Owner shall be responsible for easement document preparation and all services associated with acquisition including filing fees, easement cost and curative work required for clear easement title.
4. The Engineer shall submit the contract documents, technical specifications and plans to the TWDB for review and approval.

5. The Engineer shall provide the Owner with the bid advertisement, assist with plan and specification copies for contractors, prepare any necessary addenda and provide a tabulated summary of the bids received. The Engineer shall also review the bids and prepare a written recommendation to the Owner.
6. The Engineer shall assist the Owner with award of the construction contract.

VI. CONSTRUCTION PHASE SERVICES

1. The Engineer shall assist the Owner in conducting a pre-construction conference with the contractor.
2. The Engineer shall provide horizontal and vertical control points on the ground sufficient to allow the contractor to perform the work.
3. The Engineer shall review and approve any material submitted by the contractor that is to be incorporated into the project.
4. The Engineer shall make periodic inspections of the work, typically at least once per week, to verify that the project is being constructed in accordance with the Plans, Specifications and Contract Documents.
5. The Engineer shall attend monthly meetings with the Owner and TWDB representative at the City to discuss the construction progress, pay requests and any other related issues.
6. The Engineer shall provide a Resident Project Representative, as required by the TWDB, and as outlined in Section IX below, to verify that the project is being generally constructed in accordance with the Plans, Specifications and Contract Documents.
7. The Engineer shall review and recommend to Owner all monthly payment requests submitted by the contractor. These pay requests shall be forwarded to the Owner for payment.
8. The Engineer shall prepare any Change Order that affects the project. Change Orders that alter the Scope of Work shall be considered additional work and the Engineer shall be compensated at his hourly rate negotiated at the time of the change. Change Orders shall be approved by the Owner prior to issuance.
9. The Engineer shall assist the Owner with final inspection of the Project.
10. The Engineer shall prepare and deliver to the Owner one set of Plans containing the as-built configuration.

VII. PERIOD OF PERFORMANCE

The Engineer will perform its services in an expeditious manner in accordance with the revised schedule that was submitted to the TWDB. Per the TWDB, the environmental work and related planning phase services shall be finished and accepted prior to release of engineering design funds, so this part of the project will proceed first after the loan closing.

VIII. COMPENSATION

PLANNING / ENVIRONMENTAL SERVICES: The Engineer shall be compensated a fixed-fee amount of fifty thousand dollars (\$50,000) for the Planning phase services. The Owner shall be responsible for payment of an Environmental Consultant and their related work in the Planning Phase. Funds in the amount of \$60,000 have been allocated in the loan budget for this third party work.

PRELIMINARY DESIGN, FINAL DESIGN AND REGULATORY APPROVAL SERVICES: The Engineer shall be compensated a fixed-fee amount of five hundred five thousand dollars (\$505,000) for the Preliminary Design, Final Design and Regulatory Approval Services.

CONSTRUCTION PHASE SERVICES: The Engineer shall be compensated a fixed-fee amount of one hundred five thousand dollars (\$105,000) for the Construction Phase services for a time period not to exceed 365 days. Engineer's Construction Phase Services are separate from and in addition to Resident Project Representative (RPR) services as further described below.

Payment for the various services shall be made monthly by the Owner in accordance with request made by the Engineer as defined in the Master Agreement.

IX. RESIDENT PROJECT REPRESENTATIVE (RPR)

- A. Engineer shall furnish a Resident Project Representative ("RPR"), assistants, and other field staff to assist Engineer in observing progress and quality of the Work. The RPR, assistants, and other field staff shall provide representation approximately 24 hours per week for a construction time period of one (1) year.
- B. Through such additional observations of Contractor's work in progress and field checks of materials and equipment by the RPR and assistants, Engineer shall endeavor to provide further protection for Owner against defects and deficiencies in the Work. However, Engineer shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct, or have control over the Contractor's Work nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures selected by Contractor, for safety precautions and programs incident to the Contractor's work in progress, for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's performing and furnishing the Work, or responsibility of construction for Contractor's failure to furnish and perform the Work in accordance with the Contract Documents.
- C. The duties and responsibilities of the RPR are limited to those of Engineer in the Agreement with the Owner and in the Contract Documents, and are further limited and described as follows:
 - 1. General: RPR is Engineer's agent at the site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR'S actions. RPR'S dealings in matters pertaining to the Contractor's work in progress shall in general be with Engineer and Contractor, keeping Owner advised as necessary. RPR'S dealings with subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with Owner with the knowledge of and under the direction of Engineer.
 - 2. Schedules: Review the progress schedule, schedule of Shop Drawing and Sample submittals, and schedule of values prepared by Contractor and consult with Engineer concerning acceptability.
 - 3. Conferences and Meetings: Attend meetings with Contractor, such as pre-construction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.
 - 4. Liaison:
 - a. Serve as Engineer's liaison with Contractor, working principally through Contractor's

- superintendent and assist in understanding the intent of the Contract Documents.
 - b. Assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-site operations.
 - c. Assist in obtaining from Owner additional details or information, when required for proper execution of the Work.
5. Interpretation of Contract Documents: Report to Engineer when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by Engineer.
6. Shop Drawings and Samples:
- a. Record date of receipt of Samples and approved Shop Drawings.
 - b. Receive samples which are furnished at the site by Contractor, and notify Engineer of availability of Samples for examination.
 - c. Advise Engineer and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal for which RPR believes that the submittal has not been approved by Engineer.
7. Modifications: Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report with RPR'S recommendations to Engineer. Transmit to Contractor in writing decisions as issued by the Engineer.
8. Review of Work and Rejection of Defective Work:
- a. Conduct on-site observations of Contractor's work in progress to assist Engineer in determining if the Work is in general proceeding in accordance with the Contract Documents.
 - b. Report to Engineer whenever RPR believes that any part of Contractor's work in progress will not produce a completed Project that conforms generally to the Contract Documents or will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise Engineer of that part of work in progress that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
9. Inspections, Tests, and System Startups:
- a. Consult with Engineer in advance of scheduled major inspections, tests, and systems startups of important phases of the Work.
 - b. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate Owner's personnel, and that Contractor maintains adequate records thereof.
 - c. Observe, record, and report to Engineer appropriate details relative to the test procedures and systems startups.
 - d. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections, and report to Engineer.
10. Records:
- a. Maintain at the site orderly files for correspondence, reports of job conferences, reproductions of original Contract Documents including all Change Orders, Field Orders, Work Change Directives, Addenda, additional Drawings issued subsequent to the execution of the Contract, Engineer's clarifications and interpretations of the Contract Documents, progress reports, Shop Drawing and Sample submittals received from and

delivered to Contractor, and other Project related documents.

- b. Prepare a daily report or keep a diary or log book, recording Contractor's hours on the site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Engineer.
- c. Record names, addresses and telephone numbers of all Contractors, subcontractors, and major suppliers of materials and equipment.
- d. Maintain records for use in preparing Project documentation.
- e. Upon completion of the Work, furnish original set of all RPR Project documentation to Engineer.

11. Reports:

- a. Furnish to Engineer periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.
- b. Draft and recommend to Engineer proposed Change Orders, Work Change Directives, and Field Orders. Obtain backup material from Contractor.
- c. Furnish to Engineer and Owner copies of all inspection, test, and system startup reports.
- d. Report immediately to Engineer the occurrence of any site accidents, any hazardous environmental conditions, emergencies, or acts of God endangering the work, and property damaged by fire or other causes.

12. Payment Requests: Review Applications for Payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Engineer, noting particularly the relationship of the payment requested to the schedule of values, work completed, and materials and equipment delivered at the site but not incorporated in the work.

13. Certificates, Operation and Maintenance Manuals: During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the specifications to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to Engineer for review and forwarding to Owner prior to payment for that part of the work.

14. Completion:

- a. Before Engineer issues a Certificate of Substantial Completion, submit to Contractor a list of observed items requiring completion or correction.
- b. Observe whether Contractor has arranged for inspections required by Laws and Regulations, including but not limited to those to be performed by public agencies having jurisdiction over the Work.
- c. Participate in a final inspection in the company of Engineer, Owner, and Contractor and prepare a final list of items to be completed or corrected.
- d. Observe whether all items on final list have been completed or corrected and make recommendations to Engineer concerning acceptance and issuance of the Notice of Acceptability of the Work.

D. Resident Project Representative shall not:

- 1. Authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items).

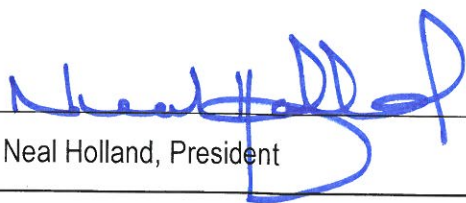
2. Exceed limitations of Engineer's authority as set forth in the Agreement or the Contract Documents.
3. Undertake any of the responsibilities of Contractor, subcontractors, suppliers, or Contractor's superintendent.
4. Advise on, issue directions relative to or assume control over any aspect of the means, methods, techniques, sequences or procedures of Contractor's work unless such advice or directions are specifically required by the Contract Documents.
5. Advise on, issue directions regarding, or assume control over safety precautions and programs in connection with the activities or operations of Owner or Contractor.
6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.
7. Accept Shop Drawing or Sample submittals from anyone other than Contractor.
8. Authorize Owner to occupy the Project in whole or in part.

The Engineer shall be compensated on an hourly basis for Resident Project Representative (RPR) services at a rate of \$55.00 per hour. An amount of \$65,000 has been budgeted in the loan for this service and this will provide an average of 24 hours per week of inspection services for a one (1) year construction period.

Payment shall be made monthly by the Owner in accordance with requests made by the Engineer.

X. SIGNATURES

IN WITNESS WHEREOF, the Parties execute below:

CITY OF JACKSONVILLE, TEXAS	STOKES & ASSOCIATES, INC.
James Hubbard, City Manager	 Neal Holland, President

Dated this 9th day of August, 2022.



Jacksonville City Council

AGENDA ITEM REPORT

AGENDA DATE:	<u>8/9/2022</u>	ITEM NUMBER:	<u>11.</u>
DEPARTMENT:	<u>Administration</u>	PREPARED BY:	<u>Greg Lowe, City Secretary</u>
INITIATED BY:	<u>Roxanna Briley, Finance Director</u>	EXHIBITS:	<u>Certificate Ordinance (2022B CO Neg) Infrastructure</u>

EXECUTIVE SUMMARY:

This ordinance approves the issuance of Certificates of Obligation in the amount of \$4,630,000 for the acquisition, construction, design, improvement, replacement, and equipment of City streets, sidewalks, and bridges, including the acquisition, construction, equipment, improvement and replacement of related street lighting, signage, storm drainage facilities and water and sewer facilities and the cost of professional services incurred in connection of the project(s).

RECOMMENDED ACTION:

Approve ordinance.

BID AND AWARD:

BUDGET DATA:

BUDGET JUSTIFICATION:

BACKGROUND:**POLICY/GOAL CONSIDERATION:**

Focus on Infrastructure

LEGAL:

ORDINANCE NO. 1629

AUTHORIZING THE
ISSUANCE OF

CITY OF JACKSONVILLE, TEXAS
COMBINATION TAX AND REVENUE
CERTIFICATES OF OBLIGATION
SERIES 2022B

Adopted: August 9, 2022

TABLE OF CONTENTS

Page

ARTICLE I

DEFINITIONS AND OTHER PRELIMINARY MATTERS

Section 1.1.	Definitions.....	2
Section 1.2.	Findings	5
Section 1.3.	Table of Contents, Titles, and Headings.....	5
Section 1.4.	Interpretation.....	5

ARTICLE II

TAX LEVY; INTEREST AND SINKING FUND; PLEDGE OF REVENUES

Section 2.1.	Tax Levy	5
Section 2.2.	Interest and Sinking Fund	6
Section 2.3.	Pledge of Revenues.....	6

ARTICLE III

AUTHORIZATION; GENERAL TERMS AND PROVISIONS REGARDING THE CERTIFICATES

Section 3.1.	Authorization	7
Section 3.2.	Date, Denomination, Maturities, and Interest.....	7
Section 3.3.	Medium, Method, and Place of Payment.....	8
Section 3.4.	Execution and Registration of Certificates	8
Section 3.5.	Ownership	9
Section 3.6.	Registration, Transfer, and Exchange.....	10
Section 3.7.	Cancellation	10
Section 3.8.	Replacement Certificates	11
Section 3.9.	Book-Entry-Only System.....	12
Section 3.10.	Successor Securities Depository; Transfer Outside Book-Entry- Only System.....	12
Section 3.11.	Payments to Cede & Co.....	13

ARTICLE IV

REDEMPTION OF CERTIFICATES BEFORE MATURITY

Section 4.1.	Limitation on Redemption	13
Section 4.2.	Optional Redemption	13
Section 4.3.	[Mandatory Sinking Fund Redemption	13
Section 4.4.	Partial Redemption.....	14

Section 4.5.	Notice of Redemption to Owners	14
Section 4.6.	Payment Upon Redemption	15
Section 4.7.	Effect of Redemption	15
Section 4.8.	Lapse of Payment.....	16

ARTICLE V

PAYING AGENT/REGISTRAR

Section 5.1.	Appointment of Initial Paying Agent/Registrar	16
Section 5.2.	Qualifications	16
Section 5.3.	Maintaining Paying Agent/Registrar	16
Section 5.4.	Termination	17
Section 5.5.	Notice of Change to Owners	17
Section 5.6.	Agreement to Perform Duties and Functions.....	17
Section 5.7.	Delivery of Records to Successor	17

ARTICLE VI

FORM OF THE CERTIFICATES

Section 6.1.	Form Generally	17
Section 6.2.	Form of the Certificates	18
Section 6.3.	CUSIP Registration.....	18
Section 6.4.	[Bond Insurance	18
Section 6.5.	Legal Opinion	18

ARTICLE VII

SALE AND DELIVERY OF CERTIFICATES; DEPOSIT OF PROCEEDS; OFFICIAL STATEMENT

Section 7.1.	Sale of Certificates	19
Section 7.2.	Deposit of Proceeds	19
Section 7.3.	Control and Delivery of Certificates	20
Section 7.4.	Official Statement	20

ARTICLE VIII

PARTICULAR REPRESENTATIONS AND COVENANTS

Section 8.1.	Payment of the Certificates	20
Section 8.2.	Other Representations and Covenants	20
Section 8.3.	Federal Income Tax Matters	21

ARTICLE IX

DISCHARGE

Section 9.1. Discharge	22
------------------------------	----

ARTICLE X

CONTINUING DISCLOSURE UNDERTAKING

Section 10.1. Annual Reports	22
Section 10.2. Event Notices	23
Section 10.3. Limitations, Disclaimers and Amendments	25

ARTICLE XI

MISCELLANEOUS

Section 11.1. Changes to Ordinance	26
Section 11.2. Partial Invalidity.....	26
Section 11.3. Repealer	26
Section 11.4. Individuals Not Liable	26
Section 11.5. Related Matters	26
Section 11.6. Force and Effect.....	27

Exhibit A – Form of the Certificates

ORDINANCE NO. 1629

AN ORDINANCE AUTHORIZING THE ISSUANCE AND SALE OF THE CITY OF JACKSONVILLE, TEXAS, COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION, SERIES 2022B; LEVYING A TAX AND PROVIDING FOR THE SECURITY AND PAYMENT THEREOF; AND ENACTING OTHER PROVISIONS RELATING THERETO

THE STATE OF TEXAS §
COUNTY OF CHEROKEE §
CITY OF JACKSONVILLE §

WHEREAS, under the provisions of Subchapter C, Chapter 271, Texas Local Government Code, as amended (the “Act”), the City of Jacksonville, Texas (the “City”), is authorized to issue certificates of obligation for the purposes specified in this Ordinance and for the payment of all or a portion of the contractual obligations for professional services, including that of engineers, attorneys, and financial advisors in connection therewith, and to sell the same for cash as herein provided; and

WHEREAS, the City is authorized to provide that such obligations will be payable from and secured by a direct and continuing annual ad valorem tax levied, within the limits prescribed by law, against all taxable property within the City, in combination with a limited pledge of a subordinate lien on the surplus revenues of the City’s combined waterworks and sewer system (the “System”) in an amount not to exceed \$1,000 as authorized by the Act and Chapter 1502, Texas Government Code; and

WHEREAS, the City Council has found and determined that it is necessary and in the best interests of the City and its citizens that it issue such certificates of obligation authorized by this Ordinance; and

WHEREAS, pursuant to a resolution heretofore passed by this governing body, notice of intention to issue certificates of obligation of the City payable as provided in this Ordinance was published in a newspaper of general circulation in the City and posted on the City’s website in accordance with the laws of the State of Texas, which notice provided that the principal amount of such certificates of obligation would not exceed \$4,800,000 and the proceeds would be used for the purpose of paying contractual obligations to be incurred for the purposes set forth in Section 3.1 hereof; and

WHEREAS, such notice provided that the City tentatively planned to consider the passage of an ordinance authorizing the issuance of the Certificates on August 9, 2022; and

WHEREAS, no petition of any kind has been filed with the City Clerk, any member of the City Council or any other official of the City, protesting the issuance of such certificates of obligation; and

WHEREAS, this City Council is now authorized and empowered to proceed with the issuance of said certificates of obligation and to sell the same for cash; and

WHEREAS, the meeting at which this Ordinance is considered is open to the public as required by law, and public notice of the time, place, and purpose of said meeting was given as required by Chapter 551, Texas Government Code, as amended; NOW THEREFORE,

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

ARTICLE I

DEFINITIONS AND OTHER PRELIMINARY MATTERS

Section 1.1. Definitions.

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

[] means [insurer], or any successor thereto.

“Bond Counsel” means Bracewell LLP.

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

“Certificate” or “Certificates” means the City’s certificates of obligation entitled, “City of Jacksonville, Texas, Combination Tax and Revenue Certificates of Obligation, Series 2022B” authorized to be issued by Section 3.1 of this Ordinance.

“City” means the City of Jacksonville, Texas.

“Closing Date” means the date of the initial delivery of and payment for the Certificates.

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

“Dated Date” means August 15, 2022.

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

“DTC” means The Depository Trust Company of New York, New York, or any successor securities depository.

“DTC Participant” means brokers and dealers, banks, trust companies, clearing corporations and certain other organizations on whose behalf DTC was created to hold securities to facilitate the clearance and settlement of securities transactions among DTC Participants.

“Fiscal Year” means the twelve month financial accounting period used for the System currently ending each year on September 30th, as may be amended.

“Financial Obligation” means a (i) debt obligation, (ii) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation, or (iii) guarantee of a debt obligation or any such derivative instrument; provided that “financial obligation” shall not include municipal securities as to which a final official statement (as defined in the Rule) has been provided to the MSRB consistent with the Rule.

“Gross Revenues” means, for any period, all income, receipts and revenues of every nature derived or received from the operation and ownership (excluding refundable meter deposits, restricted gifts and grants in aid of construction) of the System, including earnings and income derived from investments or deposits of moneys in any special funds or accounts created and established for the payment and security of the Prior Lien Obligations and other obligations payable solely from and secured only by a lien on and pledge of the Net Revenues of the System.

“Initial Certificate” means the initial certificate authorized by Section 3.4 of this Ordinance.

“Insurer” means [insurer].

“Interest and Sinking Fund” means the interest and sinking fund established by Section 2.2 of this Ordinance.

“Interest Payment Date” means the date or dates upon which interest on the principal of the Certificates is scheduled to be paid until their respective dates of maturity or prior redemption, such dates being February 15 and August 15 of each year, commencing on February 15, 2023.

“MSRB” means the Municipal Securities Rulemaking Board.

“Maintenance and Operating Expenses” means all current expenses of operating and maintaining the System as authorized by the provisions of Chapter 1502, Texas Government Code, as amended, including but not limited to, all salaries, labor, materials, repairs and extensions necessary to render efficient service; provided, however, that only such repairs and extensions, as in the judgment of the City Council, reasonably and fairly exercised, are necessary to maintain the operations and render adequate service to the City and the inhabitants thereof, or such as might be necessary to meet some physical accident or condition which otherwise impair obligations payable from Net Revenues shall be deducted in determining Net Revenues. Depreciation charges shall not be considered Maintenance and Operating Expenses. Maintenance and Operating Expenses shall include payments under contracts for the purchase of water supply, treatment of sewage or other materials, goods or services for the System to the extent authorized by law and the provisions of such contract.

“Net Revenues” means for any period, the Gross Revenues of the System, with respect to any period, after deducting the System’s Maintenance and Operating Expenses during such period.

“Ordinance” as used herein and in the Certificates means this ordinance authorizing the Certificates.

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

“Paying Agent/Registrar” means initially BOKF, NA, Dallas, Texas, or any successor thereto as provided in this Ordinance.

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

“Prior Lien Obligations” means all bonds or similar obligations hereafter issued that are payable in whole or in part from and secured by a lien on and pledge of the Net Revenues of the System, which is prior in right and claim to the lien on and pledge of the Surplus Revenues securing the payment of the Certificates.

“Purchase Agreement” means the purchase agreement between the City and the Underwriter pertaining to the sale of the Certificates.

“Record Date” means the last Business Day of the month next preceding an Interest Payment Date.

“Register” means the bond register specified in Section 3.6(a) of this Ordinance.

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

“Representation Letter” means the Blanket Letter of Representations between the City and DTC.

“Rule” means SEC Rule 15c2-12, as amended from time to time.

“SEC” means the United States Securities and Exchange Commission.

“State” means the State of Texas.

“Surplus Revenues” means the revenues available after the payment of all Maintenance and Operating Expenses of the System and the debt service payable from Gross Revenues or Net Revenues of the System, as well as any other payments, costs or expenses designated in an ordinance authorizing the issuance of obligations secured by revenues of the System.

“System” as used in this Ordinance means all properties, real, personal, mixed or otherwise, now owned by or hereafter acquired by the City through purchase, construction or otherwise, and

used in connection with the waterworks and sewer system of the City, and anywise appertaining thereto, whether situated within or without the limits of said City.

“Unclaimed Payments” means money deposited with the Paying Agent/Registrar for the payment of principal, redemption premium, if any, or interest on the Certificates as the same becomes due and payable or money set aside for the payment of Certificates duly called for redemption prior to maturity and remaining unclaimed by the Owners of such Certificates for 90 days after the applicable payment or redemption date.

“Underwriter” means Piper Sandler & Co.

Section 1.2. Findings.

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

Section 1.3. Table of Contents, Titles, and Headings.

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

Section 1.4. Interpretation.

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

(b) Any action required to be taken on a date which is not a Business Day shall be taken on the next succeeding Business Day and have the same effect as if taken on the date so required.

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

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

ARTICLE II

TAX LEVY; INTEREST AND SINKING FUND; PLEDGE OF REVENUES

Section 2.1. Tax Levy.

(a) Pursuant to the authority granted by the Texas Constitution and the laws of the State, there shall be levied and there is hereby levied for the current year and for each succeeding

year thereafter while any of the Certificates or any interest thereon is outstanding and unpaid, an ad valorem tax on each one hundred dollars valuation of taxable property within the City, at a rate sufficient, within the limit prescribed by law, to pay the debt service requirements of the Certificates, being (i) the interest on the Certificates, and (ii) a sinking fund for their redemption at maturity or a sinking fund of 2% per annum (whichever amount is greater), when due and payable, full allowance being made for delinquencies and costs of collection.

(b) The ad valorem tax thus levied shall be assessed and collected each year against all property appearing on the tax rolls of the City most recently approved in accordance with law and the money thus collected shall be deposited as collected to the Interest and Sinking Fund.

(c) Said ad valorem tax, the collections therefrom, and all amounts on deposit in or required hereby to be deposited to the Interest and Sinking Fund are hereby pledged and committed irrevocably to the payment of the principal of and interest on the Certificates when and as due and payable in accordance with their terms and this Ordinance and associated expenses.

Section 2.2. Interest and Sinking Fund.

(a) The City hereby establishes a special fund or account to be designated the “City of Jacksonville, Texas, Combination Tax and Revenue Certificates of Obligation, Series 2022B, Interest and Sinking Fund” (the “Interest and Sinking Fund”) with said fund to be maintained at an official depository bank of the City separate and apart from all other funds and accounts of the City.

(b) Money on deposit in, or required by this Ordinance to be deposited to, the Interest and Sinking Fund shall be used solely for the purpose of paying the interest on and principal of the Certificates when and as due and payable and associated costs in accordance with their terms and this Ordinance.

Section 2.3. Pledge of Revenues.

The Surplus Revenues to be derived from the operation of the System in an amount not to exceed One Thousand Dollars (\$1,000) are hereby pledged to the payment of the principal of and interest on the Certificates as the same come due; provided, however, that such pledge is and shall be junior and subordinate in all respects to the pledge of the revenues of the System to the payment of all Prior Lien Obligations and any obligation of the City, whether authorized heretofore or hereafter, which the City designates as having a pledge senior to the pledge of the Surplus Revenues for the payment of the Certificates. The City also reserves the right to issue, for any lawful purpose at any time, in one or more installments, bonds, certificates of obligation and other obligations of any kind payable in whole or in part from the revenues of the System, secured by a pledge of the revenues of the System that may be prior and superior in right to, on a parity with, or junior and subordinate to the pledge of Surplus Revenues securing the Certificates. The revenues of the System available after the payment of all Maintenance and Operating Expenses of the System, any debt service payable from Gross Revenues, Net Revenues, or Surplus Revenues of the System, if any, as well as other payments, costs or expenses designated in an ordinance authorizing the issuance of System revenue obligations may be used for any lawful purpose of the City.

ARTICLE III

AUTHORIZATION; GENERAL TERMS AND PROVISIONS REGARDING THE CERTIFICATES

Section 3.1. Authorization.

The City's "City of Jacksonville, Texas, Combination Tax and Revenue Certificates of Obligation, Series 2022B" are hereby authorized to be issued and delivered in accordance with the Constitution and laws of the State, specifically Subchapter C, Chapter 271, Texas Local Government Code, as amended. The Certificates shall be issued in the aggregate principal amount of \$[] for the purposes of evidencing the indebtedness of the City for all or any part of the costs associated with (i) the acquisition, construction, design, improvement, replacement, and equipment of City streets, sidewalks, and bridges, including the acquisition, construction, equipment, improvement and replacement of related street lighting, signage, storm drainage facilities and water and sewer facilities; and (ii) the cost of professional services incurred in connection therewith.

Section 3.2. Date, Denomination, Maturities, and Interest.

(a) The Certificates shall be dated the Dated Date. The Certificates shall be in fully registered form, without coupons, in the denomination of \$5,000 or any integral multiple thereof and shall be numbered separately from R-1 upward, except the Initial Certificate, which shall be numbered I-1.

(b) The Certificates shall mature on August 15 in the years and in the principal amounts set forth in the following schedule:

<u>Year</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>Year</u>	<u>Principal Amount</u>	<u>Interest Rate</u>
2023	\$	%	2033	\$	%
2024			2034		
2025			2035		
2026			2036		
2027			2037		
2028			2038		
2029			2039		
2030			2040		
2031			2041		
2032			2042		

(c) Interest shall accrue and be paid on each Certificate, respectively, until the principal amount thereof has been paid or provision for such payment has been made, from the later of the Dated Date or the most recent Interest Payment Date to which interest has been paid or provided for at the rate per annum for each respective maturity specified in the schedule contained in subsection (b) above. Such interest shall be payable semiannually on each Interest Payment Date, computed on the basis of a 360-day year composed of twelve 30-day months.

Section 3.3. Medium, Method, and Place of Payment.

(a) The principal of and interest on the Certificates shall be paid in lawful money of the United States of America.

(b) Interest on the Certificates shall be paid by check dated as of the Interest Payment Date, and sent by United States mail, first class, postage prepaid, by the Paying Agent/Registrar to each Owner, as shown in the Register at the close of business on the Record Date, at the address of each such Owner as such appears in the Register or by such other customary banking arrangements acceptable to the Paying Agent/Registrar and the person to whom interest is to be paid; provided, however, that such person shall bear all risk and expense of such other customary banking arrangements.

(c) The principal of each Certificate shall be paid to the Owner thereof on the Maturity Date or upon prior redemption upon presentation and surrender of such Certificate at the Designated Payment/Transfer Office of the Paying Agent/Registrar.

(d) If the date for the payment of the principal of or interest on the Certificates is not a Business Day, the date for such payment shall be the next succeeding Business Day, and payment on such date shall for all purposes be deemed to have been made on the due date thereof as specified in this Section.

(e) In the event of a nonpayment of interest on a scheduled payment date, and for 30 days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the City. Notice of the Special Record Date and of the special payment date of the past due interest (the "Special Payment Date," which shall be 15 days after the Special Record Date) shall be sent at least five Business Days prior to the Special Record Date by United States mail, first class, postage prepaid, to the address of each Owner of a Certificate appearing on the books of the Paying Agent/Registrar at the close of business on the fifteenth day next preceding the date of mailing of such notice.

(f) Unclaimed Payments shall be segregated in a special account and held in trust, uninvested by the Paying Agent/Registrar, for the account of the Owner of the Certificates to which the Unclaimed Payments pertain. Subject to Title 6, Texas Property Code, Unclaimed Payments remaining unclaimed by the Owners entitled thereto for three (3) years after the applicable payment or redemption date shall be applied to the next payment or payments on the Certificates thereafter coming due and, to the extent any such money remains after the retirement of all outstanding Certificates, shall be paid to the City to be used for any lawful purpose. Thereafter, neither the City, the Paying Agent/Registrar nor any other person shall be liable or responsible to any holders of such Certificates for any further payment of such unclaimed moneys or on account of any such Certificates, subject to Title 6, Texas Property Code.

Section 3.4. Execution and Registration of Certificates.

(a) The Certificates shall be executed on behalf of the City by the Mayor or Mayor Pro Tem and the City Clerk, by their manual or facsimile signatures, and the official seal of the City shall be impressed or placed in facsimile thereon. Such facsimile signatures on the Certificates

shall have the same effect as if each of the Certificates had been signed manually and in person by each of said officers, and such facsimile seal on the Certificates shall have the same effect as if the official seal of the City had been manually impressed upon each of the Certificates.

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

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

(d) On the Closing Date, one initial Certificate (the "Initial Certificate"), representing the entire principal amount of the Certificates, payable in stated installments to the Underwriter or its designee, executed by manual or facsimile signature of the Mayor or Mayor Pro Tem and the City Clerk of the City, approved by the Attorney General of the State, and registered and manually signed by the Comptroller of Public Accounts of the State, will be delivered to the Underwriter or its designee. Upon payment for the Initial Certificate, the Paying Agent/Registrar shall cancel such Initial Certificate and deliver to DTC on behalf of the Underwriter registered definitive Certificates as described in Section 3.9. To the extent the Paying Agent/Registrar is eligible to participate in DTC's FAST System, as evidenced by an agreement between the Paying Agent/Registrar and DTC, the Paying Agent/Registrar shall hold the definitive Bonds in safekeeping for DTC.

Section 3.5. Ownership.

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

(b) All payments made to the Owner of a Certificate shall be valid and effectual and shall discharge the liability of the City and the Paying Agent/Registrar upon such Certificate to the extent of the sums paid.

Section 3.6. Registration, Transfer, and Exchange.

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

(b) The ownership of a Certificate may be transferred only upon the presentation and surrender of the Certificate to the Paying Agent/Registrar at the Designated Payment/Transfer Office with such endorsement or other instrument of transfer and assignment as is acceptable to the Paying Agent/Registrar. No transfer of any Certificate shall be effective until entered in the Register.

(c) The Certificates shall be exchangeable upon the presentation and surrender thereof at the Designated Payment/Transfer Office for a Certificate or Certificates of the same maturity and interest rate and in any denomination or denominations of any integral multiple of \$5,000, and in an aggregate principal amount equal to the unpaid principal amount of the Certificates presented for exchange.

(d) The Paying Agent/Registrar is hereby authorized to authenticate and deliver Certificates transferred or exchanged in accordance with this Section. A new Certificate or Certificates will be delivered by the Paying Agent/Registrar, in lieu of the Certificate being transferred or exchanged, at the Designated Payment/Transfer Office, or sent by United States mail, first class, postage prepaid, to the Owner or his designee. Each Certificate delivered by the Paying Agent/Registrar in accordance with this Section shall constitute an original contractual obligation of the City and shall be entitled to the benefits and security of this Ordinance to the same extent as the Certificate or Certificates in lieu of which such Certificate is delivered.

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

(f) Neither the City nor the Paying Agent/Registrar shall be required to transfer or exchange any Certificate called for redemption, in whole or in part, within 45 days prior to the date fixed for redemption; provided, however, such limitation shall not be applicable to an exchange by the Owner of the uncalled balance of a Certificate.

Section 3.7. Cancellation.

All Certificates paid or redeemed before scheduled maturity in accordance with this Ordinance, and all Certificates in lieu of which exchange Certificates or replacement Certificates are authenticated and delivered in accordance with this Ordinance, shall be cancelled and proper records made regarding such payment, redemption, exchange, or replacement. The Paying Agent/Registrar shall dispose of such cancelled Certificates in the manner required by the Securities Exchange Act of 1934, as amended.

Section 3.8. Replacement Certificates.

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

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

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

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

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

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

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

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

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

Section 3.9. Book-Entry-Only System.

(a) The definitive Certificates shall be initially issued in the form of a separate single fully registered Certificate for each maturity. Upon initial issuance, the ownership of each such Certificate shall be registered in the name of Cede & Co., as nominee of DTC, and except as provided in Section 3.10 hereof, all of the outstanding Certificates shall be registered in the name of Cede & Co., as nominee of DTC.

(b) With respect to Certificates registered in the name of Cede & Co., as nominee of DTC, the City and the Paying Agent/Registrar shall have no responsibility or obligation to any DTC Participant or to any person on behalf of whom such a DTC Participant holds an interest in the Certificates, except as provided in this Ordinance. Without limiting the immediately preceding sentence, the City and the Paying Agent/Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any DTC Participant with respect to any ownership interest in the Certificates, (ii) the delivery to any DTC Participant or any other person, other than an Owner, as shown on the Register, of any notice with respect to the Certificates, including any notice of redemption, or (iii) the payment to any DTC Participant or any other person, other than an Owner, as shown in the Register of any amount with respect to principal of, premium, if any, or interest on the Certificates. Notwithstanding any other provision of this Ordinance to the contrary, the City and the Paying Agent/Registrar shall be entitled to treat and consider the person in whose name each Certificate is registered in the Register as the absolute Owner of such Certificate for the purpose of payment of principal of, premium, if any, and interest on the Certificates, for the purpose of giving notices of redemption and other matters with respect to such Certificate, for the purpose of registering transfer with respect to such Certificate, and for all other purposes whatsoever. The Paying Agent/Registrar shall pay all principal of, premium, if any, and interest on the Certificates only to or upon the order of the respective Owners, as shown in the Register as provided in this Ordinance, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the City's obligations with respect to payment of principal of, premium, if any, and interest on the Certificates to the extent of the sum or sums so paid. No person other than an Owner, as shown in the Register, shall receive a certificate evidencing the obligation of the City to make payments of amounts due pursuant to this Ordinance. Upon delivery by DTC to the Paying Agent/Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions in this Ordinance with respect to interest checks or drafts being mailed to the registered Owner at the close of business on the Record Date, the word "Cede & Co." in this Ordinance shall refer to such new nominee of DTC.

(c) The Representation Letter previously executed and delivered by the City, and applicable to the City's obligations delivered in book entry only form to DTC as securities depository, is hereby ratified and approved for the Certificates.

Section 3.10. Successor Securities Depository; Transfer Outside Book-Entry-Only System.

In the event that the City determines that it is in the best interest of the City and the beneficial owners of the Certificates that they be able to obtain certificated Certificates, or in the event DTC discontinues the services described herein, the City shall (i) appoint a successor

securities depository, qualified to act as such under Section 17(a) of the Securities and Exchange Act of 1934, as amended, notify DTC and DTC Participants of the appointment of such successor securities depository and transfer one or more separate Certificates to such successor securities depository; or (ii) notify DTC and DTC Participants of the availability through DTC of certificated Certificates and cause the Paying Agent/Registrar to transfer one or more separate registered Certificates to DTC Participants having Certificates credited to their DTC accounts. In such event, the Certificates shall no longer be restricted to being registered in the Register in the name of Cede & Co., as nominee of DTC, but may be registered in the name of the successor securities depository, or its nominee, or in whatever name or names Owners transferring or exchanging Certificates shall designate, in accordance with the provisions of this Ordinance.

Section 3.11. Payments to Cede & Co.

Notwithstanding any other provision of this Ordinance to the contrary, so long as the Certificates are registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal of, premium, if any, and interest on such Certificates, and all notices with respect to such Certificates shall be made and given, respectively, in the manner provided in the Representation Letter of the City to DTC.

ARTICLE IV

REDEMPTION OF CERTIFICATES BEFORE MATURITY

Section 4.1. Limitation on Redemption.

The Certificates shall be subject to redemption before scheduled maturity only as provided in this Article IV.

Section 4.2. Optional Redemption.

(a) The City has reserved the right to redeem at its option the Certificates maturing on and after August 15, 2032, in whole or from time to time in part, before their respective scheduled maturity dates, on August 15, 2031, or on any date thereafter, at a redemption price equal to the principal amount thereof plus accrued interest to the date of redemption.

(b) The City, at least 45 days before the redemption date, unless a shorter period shall be satisfactory to the Paying Agent/Registrar, shall notify the Paying Agent/Registrar of such redemption and of the principal amount of Certificates to be redeemed.

Section 4.3. [Mandatory Sinking Fund Redemption]

(a) The Certificates designated as “Term Certificates,” in the form of Certificate attached hereto as Exhibit A, are subject to scheduled mandatory redemption and will be redeemed by the City, in part at a price equal to the principal amount thereof, without premium, plus accrued interest to the redemption date, out of moneys available for such purpose in the Interest and Sinking Fund, on the dates and in the respective principal amounts as set forth in the form of Certificate attached hereto as Exhibit A.

(b) Prior to each scheduled mandatory redemption date, the Paying Agent/Registrar shall select for redemption by lot, or by any other customary method that results in a random selection, a principal amount of Term Certificates equal to the aggregate principal amount of such Term Certificates to be redeemed, shall call such Term Certificates for redemption on such scheduled mandatory redemption date, and shall give notice of such redemption, as provided in Section 4.5.

(c) The principal amount of the Term Certificates required to be redeemed on any redemption date pursuant to subparagraph (a) of this Section 4.3 shall be reduced, at the option of the City, by the principal amount of any Term Certificates which, at least 45 days prior to the mandatory sinking fund redemption date (i) shall have been acquired by the City delivered to the Paying Agent/Registrar for cancellation, or (ii) shall have been redeemed pursuant to the optional redemption provisions hereof and not previously credited to a mandatory sinking fund redemption.]

Section 4.4. Partial Redemption.

(a) If less than all of the Certificates are to be redeemed pursuant to Section 4.2 hereof, the City shall determine the maturity or maturities and the amounts thereof (or mandatory sinking fund payment with respect to the Term Certificates) to be redeemed and shall direct the Paying Agent/Registrar to call by lot, or other customary method that results in random selection, the Certificates, or portions thereof, within such maturity or maturities and in such principal amounts for redemption.

(b) A portion of a single Certificate of a denomination greater than \$5,000 may be redeemed, but only in a principal amount equal to \$5,000 or any integral multiple thereof. If such a Certificate is to be partially redeemed, the Paying Agent/Registrar shall treat each \$5,000 portion of the Certificate as though it were a single Certificate for purposes of selection for redemption.

(c) Upon surrender of any Certificate for redemption in part, the Paying Agent/Registrar, in accordance with Section 3.6 of this Ordinance, shall authenticate and deliver an exchange Certificate or Certificates in an aggregate principal amount equal to the unredeemed portion of the Certificate so surrendered, such exchange being without charge.

(d) The Paying Agent/Registrar shall promptly notify the City in writing of the principal amount to be redeemed of any Certificate as to which only a portion thereof is to be redeemed.

Section 4.5. Notice of Redemption to Owners.

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

(b) The notice shall state the redemption date, the redemption price, the place at which the Certificates are to be surrendered for payment, and if less than all Certificates outstanding are to be redeemed, an identification of the Certificates or portions thereof to be redeemed.

The City reserves the right to give notice of its election or direction to redeem Certificates under Section 4.2 conditioned upon the occurrence of subsequent events. Such notice may state (i) that the redemption is conditioned upon the deposit of moneys and/or authorized securities, in an amount equal to the amount necessary to effect the redemption, with the Paying Agent/Registrar, or such other entity as may be authorized by law, no later than the redemption date or (ii) that the City retains the right to rescind such notice at any time prior to the scheduled redemption date if the City delivers a certificate of the City to the Paying Agent/Registrar instructing the Paying Agent/Registrar to rescind the redemption notice, and such notice and redemption shall be of no effect if such moneys and/or authorized securities are not so deposited or if the notice is rescinded. The Paying Agent/Registrar shall give prompt notice of any such rescission of a conditional notice of redemption to the affected Owners. Any Certificates subject to conditional redemption where redemption has been rescinded shall remain outstanding and the rescission of such redemption shall not constitute an event of default. Further, in the case of a conditional redemption, the failure of the City to make moneys and or authorized securities available in part or in whole on or before the redemption date shall not constitute an event of default.

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

Section 4.6. Payment Upon Redemption.

(a) Before or on each redemption date, the City shall deposit with the Paying Agent/Registrar money sufficient to pay all amounts due on the redemption date and the Paying Agent/Registrar shall make provision for the payment of the Certificates to be redeemed on such date by setting aside and holding in trust such amounts as are received by the Paying Agent/Registrar from the City and shall use such funds solely for the purpose of paying the principal of, redemption premium, if any, and accrued interest on the Certificates being redeemed.

(b) Upon presentation and surrender of any Certificate called for redemption at the Designated Payment/Transfer Office of the Paying Agent/Registrar on or after the date fixed for redemption, the Paying Agent/Registrar shall pay the principal of, redemption premium, if any, and accrued interest on such Certificate to the date of redemption from the money set aside for such purpose.

Section 4.7. Effect of Redemption.

(a) When Certificates have been called for redemption in whole or in part and due provision has been made to redeem same as herein provided, the Certificates or portions thereof so redeemed shall no longer be regarded as outstanding except for the purpose of receiving payment solely from the funds so provided for redemption, and the rights of the Owners to collect interest which would otherwise accrue after the redemption date on any Certificate or portion thereof called for redemption shall terminate on the date fixed for redemption. If the City shall fail to make provision for payment of all sums due on a redemption date, then any Certificate or portion thereof called for redemption shall continue to bear interest at the rate stated on the Certificate until due provision is made for the payment of same.

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

Section 4.8. Lapse of Payment. Money set aside for the redemption of the Certificates and remaining unclaimed by the Owners thereof shall be subject to the provisions of Section 3.3(f) hereof.

ARTICLE V

PAYING AGENT/REGISTRAR

Section 5.1. Appointment of Initial Paying Agent/Registrar.

(a) BOKF, NA, Dallas, Texas, is hereby appointed as the initial Paying Agent/Registrar for the Certificates.

(b) The Paying Agent/Registrar shall keep such books or records and make such transfers and registrations under such reasonable regulations as the City and the Paying Agent/Registrar may prescribe; and the Paying Agent/Registrar shall make such transfer and registrations as herein provided. It shall be the duty of the Paying Agent/Registrar to obtain from the Owners and record in the Register the address of such Owner of each Certificate to which payments with respect to the Certificates shall be mailed, as provided herein. The City or its designee shall have the right to inspect the Register during regular business hours of the Paying Agent/Registrar, but otherwise the Paying Agent/Registrar shall keep the Register confidential and, unless otherwise required by law, shall not permit its inspection by any other entity.

(c) The City hereby further appoints the Paying Agent/Registrar to act as the paying agent for paying the principal of and interest on the Certificates. The Paying Agent/Registrar shall keep proper records of all payments made by the City and the Paying Agent/Registrar with respect to the Certificates, and of all conversions, exchanges and replacements of such Certificates, as provided in this Ordinance.

(d) The Paying Agent/Registrar Agreement is hereby approved in substantially the same form provided, and the Mayor or the Mayor Pro Tem and the City Clerk of the City are hereby authorized to execute and deliver the Paying Agent/Registrar Agreement.

Section 5.2. Qualifications.

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

Section 5.3. Maintaining Paying Agent/Registrar.

(a) At all times while any Certificates are outstanding, the City will maintain a Paying Agent/Registrar that is qualified under Section 5.2 of this Ordinance.

(b) If the Paying Agent/Registrar resigns or otherwise ceases to serve as such, the City will promptly appoint a replacement, provided no such resignation shall be effective until a successor Paying Agent/Registrar has accepted the duties of Paying Agent/Registrar for the Certificates.

Section 5.4. Termination.

The City reserves the right to terminate the appointment of any Paying Agent/Registrar by delivering to the entity whose appointment is to be terminated (i) 45-days' written notice of the termination of the appointment and of the Paying Agent/Registrar Agreement, stating the effective date of such termination, and (ii) appointing a successor Paying Agent/Registrar; provided, that, no such termination shall be effective until a successor Paying Agent/Registrar has assumed the duties of Paying Agent/Registrar for the Certificates.

Section 5.5. Notice of Change to Owners.

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

Section 5.6. Agreement to Perform Duties and Functions.

By accepting the appointment as Paying Agent/Registrar, the Paying Agent/Registrar is deemed to have agreed to the provisions of this Ordinance and that it will perform the duties and functions of Paying Agent/Registrar prescribed hereby and under the Paying Agent/Registrar Agreement.

Section 5.7. Delivery of Records to Successor.

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

ARTICLE VI

FORM OF THE CERTIFICATES

Section 6.1. Form Generally.

(a) The Certificates, including the Registration Certificate of the Comptroller of Public Accounts of the State, the Certificate of the Paying Agent/Registrar, the Assignment form, and the Statement of Insurance to appear on each of the Certificates, (i) shall be substantially in the form set forth in this Article, with such appropriate insertions, omissions, substitutions, and other variations as are permitted or required by this Ordinance, and (ii) may have such letters, numbers, or other marks of identification (including identifying numbers and letters of the Committee on Uniform Securities Identification Procedures of the American Bankers Association) and such legends and endorsements (including any reproduction of an opinion of counsel) thereon as,

consistently herewith, may be determined by the City or by the officers executing such Certificates, as evidenced by their execution thereof.

(b) The Certificates shall be typewritten, photocopied, printed, lithographed, or engraved, and may be produced by any combination of these methods or produced in any other similar manner, all as determined by the officers executing such Certificates, as evidenced by their execution thereof.

(c) The Initial Certificate submitted to the Attorney General of the State may be typewritten and photocopied or otherwise reproduced.

Section 6.2. Form of the Certificates.

The form of the Certificates, including the form of the Registration Certificate of the Comptroller of Public Accounts of the State, the form of Certificate of the Paying Agent/Registrar and the form of Assignment appearing on the Certificates, shall be substantially as set forth in Exhibit A attached hereto.

Section 6.3. CUSIP Registration.

The City may secure identification numbers through the CUSIP Global Services or another entity that provides securities identification numbers for municipal securities, and may print such numbers on the face of the Certificates. It is expressly provided, however, that the presence or absence of CUSIP numbers on the Certificates or any errors or omissions in the printing of such number shall be of no significance or effect in regard to the legality thereof and neither the City nor Bond Counsel to the City are to be held responsible for CUSIP numbers incorrectly printed on the Certificates.

Section 6.4. [Bond Insurance.

It is hereby found and determined that the purchase of the municipal bond insurance policy securing the payment of debt service on the Certificates is beneficial to the City in the pricing of the Certificates, and the purchase of the municipal bond insurance policy to be issued by the Insurer is hereby approved. The Mayor or Mayor Pro Tem is hereby authorized to execute a commitment letter in substantially the form provided with such changes as may be approved by the Mayor or Mayor Pro Tem as evidenced by his signature.]

Section 6.5. Legal Opinion.

The approving legal opinion of Bond Counsel may be attached to or printed on the reverse side of each Certificate over the certification of the City Clerk of the City, which may be executed in facsimile.

ARTICLE VII

SALE AND DELIVERY OF CERTIFICATES; DEPOSIT OF PROCEEDS; OFFICIAL STATEMENT

Section 7.1. Sale of Certificates.

(a) The Certificates are hereby sold and awarded and shall be delivered to the Underwriter at the price of \$[] (representing the par amount of the Certificates, plus premium received from the sale of the Certificates in the amount of \$[] and less an underwriting discount in the amount of \$[]), on the terms specified in the Purchase Agreement. The form, terms and provisions of the Purchase Agreement are hereby approved and the Mayor or Mayor Pro Tem is hereby authorized and directed to execute and deliver such Purchase Agreement. It is hereby found, determined and declared that the terms of this sale are the most advantageous reasonably available. The Certificates shall be initially registered in the name of the Underwriter or its designee.

(b) The obligation of the Underwriter to accept delivery of the Certificates is subject to the Underwriter being furnished with the final, approving opinion of Bond Counsel to the City, which opinion shall be dated and delivered the Closing Date.

Section 7.2. Deposit of Proceeds.

Proceeds from the sale of the Certificates shall, promptly upon receipt by the City, be applied as follows:

(a) The amount of \$[], consisting of \$[] principal amount of Certificate proceeds plus premium received from the sale of the Certificates in the amount of \$[], shall be used for the purposes set forth in Section 3.1 hereof;

(b) Premium received from the sale of the Certificates in the amount of \$[] shall be used to pay the costs of issuance.

(c) Premium received from the sale of the Certificates in the amount of \$[] shall be used to pay the underwriter's discount.

(d) [Premium received from the sale of the Certificates in the amount of \$[] shall be used to pay the premium on the municipal bond insurance policy for the Certificates.]

(e) The amount of \$[], representing the accrued interest on the Certificates from the Dated Date to the Closing Date shall be deposited to the Interest and Sinking Fund.

(f) The amount of \$[], consisting of the rounding amount, shall be deposited to the Interest and Sinking Fund for the Certificates.

(g) Any amounts remaining after accomplishing such purposes and paying costs of issuance may be used for the purposes described in Section 3.1 hereof or deposited to the Interest and Sinking Fund for the Certificates.

Section 7.3. Control and Delivery of Certificates.

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

(b) After registration by the Comptroller of Public Accounts, delivery of the Certificates shall be made to the Underwriter under and subject to the general supervision and direction of the Mayor or Mayor Pro Tem, against receipt by the City of all amounts due to the City under the terms of sale.

(c) All officers of the City are authorized to execute such documents, certificates and receipts and to make such elections with respect to the tax-exempt status of the Certificates, as they may deem necessary to consummate the delivery of the Certificates.

Section 7.4. Official Statement.

The City previously authorized the preparation and distribution of the Preliminary Official Statement and authorized the City Manager or Finance Director to deem “final” such Preliminary Official Statement within the meaning and for the purposes of paragraph (b)(1) of the Rule. The City hereby ratifies such approval and designation. The City hereby authorizes the preparation of a final Official Statement reflecting the terms of the Purchase Agreement and other relevant information. The use of such final Official Statement by the Underwriter (with such appropriate variations as shall be approved by the Assistant City Manager or his designee and the Underwriter) is hereby approved and authorized and the proper officials of the City are authorized to sign such Official Statement and deliver a certificate pertaining to such Official Statement, if necessary.

ARTICLE VIII

PARTICULAR REPRESENTATIONS AND COVENANTS

Section 8.1. Payment of the Certificates.

On or before each Interest Payment Date while any of the Certificates are outstanding and unpaid, there shall be made available to the Paying Agent/Registrar, out of the Interest and Sinking Fund, money sufficient to pay such interest on and principal of, redemption premium, if any, and interest on the Certificates as will accrue or mature on the applicable Interest Payment Date or date of prior redemption.

Section 8.2. Other Representations and Covenants.

(a) The City will faithfully perform, at all times, any and all covenants, undertakings, stipulations, and provisions contained in this Ordinance and in each Certificate; the City will promptly pay or cause to be paid the principal of, redemption premium, if any, and interest on each Certificate on the dates and at the places and manner prescribed in such Certificate; and the City

will, at the times and in the manner prescribed by this Ordinance, deposit or cause to be deposited the amounts of money specified by this Ordinance.

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

Section 8.3. Federal Income Tax Matters.

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

(b) No Private Activity Bonds. The City covenants that it will use the proceeds of the Certificates (including investment income) and the property financed, directly or indirectly, with such proceeds so that the Certificates will not be “private activity bonds” within the meaning of section 141 of the Code. Furthermore, the City will not take a deliberate action (as defined in section 1.141-2(d)(3) of the Regulations) that causes the Certificates to be a “private activity bond” unless it takes a remedial action permitted by section 1.141-12 of the Regulations.

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

(d) No Hedge Bonds. The City covenants not to take any action or omit to take action that, if taken or omitted, would cause the Certificates to be “hedge bonds” within the meaning of section 149(g) of the Code.

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

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

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

(h) Record Retention. The City covenants to retain all material records relating to the expenditure of the proceeds (including investment income) of the Certificates and the use of the property financed, directly or indirectly, thereby until three years after the last Certificate is

redeemed or paid at maturity (or such other period as provided by subsequent guidance issued by the Department of the Treasury) in a manner that ensures their complete access throughout such retention period.

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

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

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

(l) Official Intent. For purposes of section 1.150-2(d) of the Regulations, to the extent that an official intent to reimburse has not previously been adopted by the City, this Ordinance serves as the City’s official declaration of intent to use proceeds of the Certificates to reimburse itself from proceeds of the Certificates issued in the maximum amount for certain expenditures paid in connection with the projects set forth herein. Any such reimbursement will only be made (i) for an original expenditure paid no earlier than 60 days prior to the date hereof and (ii) not later than 18 months after the later of (A) the date the original expenditure is paid or (B) the date of which the project to which such expenditure relates is placed in service or abandoned, but in to event more than three years after the original expenditure is paid.

ARTICLE IX

DISCHARGE

Section 9.1. Discharge.

The Certificates may be defeased, discharged or refunded in any manner now or hereafter permitted by applicable law.

ARTICLE X

CONTINUING DISCLOSURE UNDERTAKING

Section 10.1. Annual Reports.

(a) The City shall provide annually to the MSRB, in electronic format, accompanied by identifying information as prescribed by the MSRB, (i) within six (6) months after the end of each Fiscal Year of the City ending in or after 2022, financial information and operating data with respect to the City of the general type included in the Official Statement under Tables numbered 1-4, 6, 7, 9-13 and 15 in Appendix A and including financial statements of the City if audited

financial statements of the City are then available, and (ii) if not provided as part such financial information and operating data, audited financial statements when and if they become available. Any financial statements so to be provided shall be (i) prepared in accordance with the accounting principles described in the rules to the financial statements for the most recently concluded Fiscal Year, or such other accounting principles as the City may be required to employ, from time to time, by State law or regulation, and (ii) audited, if the City commissions an audit of such statements and the audit is completed within the period during which they must be provided. If the audit of such financial statements is not complete within 12 months after any such fiscal year end, then the City shall file unaudited financial statements within such 12-month period and audited financial statements for the applicable fiscal year, when and if the audit report on such financial statements becomes available.

(b) If the City changes its fiscal year, it will notify the MSRB of the change (and of the date of the new fiscal year end) prior to the next date by which the City otherwise would be required to provide financial information and operating data pursuant to this Section.

(c) The financial information and operating data to be provided pursuant to this Section may be set forth in full in one or more documents or may be included by specific reference to any document (including an official statement or other offering document, if it is available from the MSRB) that theretofore has been provided to the MSRB or filed with the SEC.

Section 10.2. Event Notices.

(a) The City shall provide the following to the MSRB, in an electronic format as prescribed by the MSRB, in a timely manner not in excess of ten (10) business days after the occurrence of the event, notice of any of the following events with respect to the Certificates:

- (1) Principal and interest payment delinquencies;
- (2) Non-payment related defaults, if material;
- (3) Unscheduled draws on debt service reserves reflecting financial difficulties;
- (4) Unscheduled draws on credit enhancements reflecting financial difficulties;
- (5) Substitution of credit or liquidity providers, or their failure to perform;
- (6) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of Certificates, or other material events affecting the tax status of the Certificates;
- (7) Modifications to rights of the holders of the Certificates, if material;
- (8) Certificate calls, if material, and tender offers;
- (9) Defeasances;

- (10) Release, substitution, or sale of property securing repayment of the Certificates, if material;
- (11) Rating changes;
- (12) Bankruptcy, insolvency, receivership or similar event of the City;

Note to paragraph 12: For the purposes of the event identified in paragraph 12 of this section, the event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for the City in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the City, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the City.

- (13) The consummation of a merger, consolidation, or acquisition involving the City or the sale of all or substantially all of the assets of the City, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;
- (14) Appointment of successor or additional paying agent/registrar or the change of name of a paying agent/registrar, if material;
- (15) Incurrence of a Financial Obligation of the City, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the City, any of which affect security holders, if material; and
- (16) Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the City, any of which reflect financial difficulties.

Note to paragraphs (15) and (16): For purposes of the events identified in paragraphs (15) and (16) of this section and in the definition of Financial Obligation in Section 1.1, the City intends the words used in such paragraphs to have the meanings ascribed to them in SEC Release No. 34-83885 dated August 20, 2018 (the “2018 Release”) and any further written guidance provided by the SEC or its staff with respect to the amendments to the Rule affected by the 2018 Release.

(b) The City shall notify the MSRB, in a timely manner, of any failure by the City to provide financial information or operating data in accordance with Section 10.1. All documents

provided to the MSRB pursuant to this section shall be accompanied by identifying information as prescribed by the MSRB.

Section 10.3. Limitations, Disclaimers and Amendments.

(a) The City shall be obligated to observe and perform the covenants specified in this Article for so long as, but only for so long as, the City remains an “obligated person” with respect to the Certificates within the meaning of the Rule, except that the City in any event will give notice of any redemption calls and any defeasances that cause the City to be no longer an “obligated person.”

(b) The provisions of this Article are for the sole benefit of the Owners and beneficial owners of the Certificates, and nothing in this Article, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The City undertakes to provide only the financial information, operating data, financial statements, and notices which it has expressly agreed to provide pursuant to this Article and does not hereby undertake to provide any other information that may be relevant or material to a complete presentation of the City’s financial results, condition, or prospects or hereby undertake to update any information provided in accordance with this Article or otherwise, except as expressly provided herein. The City does not make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell Certificates at any future date.

UNDER NO CIRCUMSTANCES SHALL THE CITY BE LIABLE TO THE OWNER OR BENEFICIAL OWNER OF ANY CERTIFICATE OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE CITY, WHETHER NEGLIGENT OR WITH OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS ARTICLE, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR MANDAMUS OR SPECIFIC PERFORMANCE.

(c) No default by the City in observing or performing its obligations under this Article shall constitute a breach of or default under the Ordinance for purposes of any other provisions of this Ordinance.

(d) Nothing in this Article is intended or shall act to disclaim, waive, or otherwise limit the duties of the City under federal and state securities laws.

(e) The provisions of this Article may be amended by the City from time to time to adapt to changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the City, but only if (i) the provisions of this Article, as so amended, would have permitted an underwriter to purchase or sell Certificates in the primary offering of the Certificates in compliance with the Rule, taking into account any amendments or interpretations of the Rule to the date of such amendment, as well as such changed circumstances, and (ii) either (A) the Owners of a majority in aggregate principal amount (or any greater amount required by any other provisions of this Ordinance that authorizes such an amendment) of the outstanding Certificates consent to such amendment or (B) a person that is

unaffiliated with the City (such as nationally recognized bond counsel) determines that such amendment will not materially impair the interests of the Owners and beneficial owners of the Certificates. The provisions of this Article may also be amended from time to time or repealed by the City if the SEC amends or repeals the applicable provisions of the Rule or a court of final jurisdiction determines that such provisions are invalid, but only if and to the extent that reservation of the City's right to do so would not prevent the underwriters of the initial public offering of the Certificates from lawfully purchasing or selling Certificates in such offering. If the City so amends the provisions of this Article, it shall include with any amended financial information or operating data next provided in accordance with Section 11.1 an explanation, in narrative form, of the reasons for the amendment and of the impact of any change in the type of financial information or operating data so provided.

ARTICLE XI

MISCELLANEOUS

Section 11.1. Changes to Ordinance.

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

Section 11.2. Partial Invalidity.

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

Section 11.3. Repealer.

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

Section 11.4. Individuals Not Liable.

No covenant, stipulation, obligation or agreement herein contained shall be deemed to be a covenant, stipulation, obligation or agreement of any member of City Council or agent or employee of City Council or of the City in his or her individual capacity and neither the members of City Council nor any officer thereof, nor any agent or employee of City Council or of the City, shall be liable personally on the Certificates, or be subject to any personal liability or accountability by reason of the issuance thereof.

Section 11.5. Related Matters.

To satisfy in a timely manner all of the City's obligations under this Ordinance, the Mayor or Mayor Pro Tem, the City Clerk and all other appropriate officers and agents of the City are hereby authorized and directed to do any and all things necessary and/or convenient in order to

consummate the delivery of the Certificates, pay the costs of issuance on the Certificates, and effectuate the terms and purposes of this Ordinance.

Section 11.6. Force and Effect.

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

[Signature Page Follows]

PASSED, APPROVED AND EFFECTIVE this 9th day of August, 2022.

City Clerk
City of Jacksonville, Texas

Mayor
City of Jacksonville, Texas

[SEAL]

APPROVED AS TO FORM:

City Attorney
City of Jacksonville

Signature Page to Ordinance No. [_____]

EXHIBIT A

FORM OF THE CERTIFICATES

(a) Form of Certificate.

REGISTERED
NO. _____

REGISTERED
\$ _____

UNITED STATES OF AMERICA
STATE OF TEXAS
COUNTY OF CHEROKEE

CITY OF JACKSONVILLE, TEXAS
COMBINATION TAX AND REVENUE CERTIFICATE OF OBLIGATION
SERIES 2022B

<u>INTEREST RATE:</u> _____ %	<u>MATURITY DATE:</u> _____	<u>DATED DATE:</u> August 15, 2022	<u>CUSIP NUMBER:</u> _____
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The City of Jacksonville (the “City”), in the County of Cherokee, State of Texas, for value received, hereby promises to pay to

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

_____ DOLLARS

and to pay interest on such principal amount from the later of the Dated Date specified above or the most recent interest payment date to which interest has been paid or provided for until payment of such principal amount has been paid or provided for, at the per annum rate of interest specified above, computed on the basis of a 360-day year of twelve 30-day months, such interest to be paid semiannually on February 15 and August 15 of each year, commencing on February 15, 2023.

The principal of this Certificate shall be payable without exchange or collection charges in lawful money of the United States of America upon presentation and surrender of this Certificate at the corporate trust office of BOKF, NA, Dallas, Texas, or such other location designated by the Paying Agent/Registrar (the “Designated Payment/Transfer Office”), of the Paying Agent/Registrar or, with respect to a successor Paying Agent/Registrar, at the Designated Payment/Transfer Office of such successor. Interest on this Certificate is payable by check dated as of the interest payment date, and will be mailed by the Paying Agent/Registrar to the registered owner at the address shown on the registration books kept by the Paying Agent/Registrar or by such other customary banking arrangement acceptable to the Paying Agent/Registrar and the registered owner; provided, however, such registered owner shall bear all risk and expenses of such customary banking arrangement. For the purpose of the payment of interest on this

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

If the date for the payment of the principal of or interest on this Certificate is not a Business Day, the date for such payment shall be the next succeeding day which is not a Saturday, Sunday or legal holiday, or day on which banking institutions in the State of Texas or the city in which the Designated Payment/Transfer Office of the Paying Agent/Registrar is located are generally authorized or obligated by law or executive order to close (a "Business Day"), and payment on such date shall for all purposes be deemed to have been made on the original date payment was due.

This Certificate is dated the Dated Date and is one of a series of fully registered certificates specified in the title hereof issued in the aggregate principal amount of \$[] (herein referred to as the "Certificates"), issued pursuant to a certain ordinance of the City (the "Ordinance") for the costs associated with (i) the acquisition, construction, design, improvement, replacement, and equipment of City streets, sidewalks, and bridges, including the acquisition, construction, equipment, improvement and replacement of related street lighting, signage, storm drainage facilities and water and sewer facilities; and (ii) the cost of professional services incurred in connection therewith.

The City has reserved the right to redeem the Certificates maturing on and after August 15, 2032, in whole or from time to time in part, before their respective scheduled maturity dates, on August 15, 2031, or on any date thereafter, at a redemption price equal to the principal amount thereof plus accrued interest to the date of redemption. If less than all of the Certificates are to be redeemed, the City shall determine the maturity or maturities and the amounts thereof to be redeemed and shall direct the Paying Agent/Registrar to call by lot the Certificates, or portions thereof, within such maturity and in such principal amounts, for redemption.

Certificates maturing on August 1, 20__ (the "Term Certificates") are subject to mandatory sinking fund redemption prior to their scheduled maturity, and will be redeemed by the City, in part at a redemption price equal to the principal amount thereof, without premium, plus interest accrued to the redemption date, on the dates and in the principal amounts shown in the following schedule:

\$ Term Certificates Maturing August 1, 20

<u>Mandatory Redemption Date</u>	<u>Principal Amount</u>
August 1, 20__	\$ _____
August 1, 20__	\$ _____
August 1, 20__	\$ _____
August 1, 20__	\$ _____
August 1, 20__ (maturity)	\$ _____

The Paying Agent/Registrar will select by lot or by any other customary method that results in a random selection the specific Term Certificates (or with respect to Term Certificates having a denomination in excess of \$5,000, each \$5,000 portion thereof) to be redeemed by mandatory redemption. The principal amount of Term Certificates required to be redeemed on any redemption date pursuant to the foregoing mandatory sinking fund redemption provisions hereof shall be reduced, at the option of the City, by the principal amount of any Term Certificates which, at least 45 days prior to the mandatory sinking fund redemption date (i) shall have been acquired by the City and delivered to the Paying Agent/Registrar for cancellation, or (ii) shall have been redeemed pursuant to the optional redemption provisions hereof and not previously credited to a mandatory sinking fund redemption.]

Not less than 30 days prior to a redemption date for the Certificates, the City shall cause a notice of redemption to be sent by United States mail, first class, postage prepaid, to the Owners of the Certificates to be redeemed at the address of the Owner appearing on the registration books of the Paying Agent/Registrar at the close of business on the business day next preceding the date of mailing such notice.

The City reserves the right to give notice of its election or direction to redeem Certificates pursuant to an optional redemption conditioned upon the occurrence of subsequent events. Such notice may state (i) that the redemption is conditioned upon the deposit of moneys and/or authorized securities, in an amount equal to the amount necessary to effect the redemption, with the Paying Agent/Registrar, or such other entity as may be authorized by law, no later than the redemption date, or (ii) that the City retains the right to rescind such notice at any time on or prior to the scheduled redemption date if the City delivers a certificate of the City to the Paying Agent/Registrar instructing the Paying Agent/Registrar to rescind the redemption notice and such notice and redemption shall be of no effect if such moneys and/or authorized securities are not so deposited or if the notice is rescinded. The Paying Agent/Registrar shall give prompt notice of any such rescission of a conditional notice of redemption to the affected Owners. Any Certificates subject to conditional redemption and such redemption has been rescinded shall remain outstanding and the rescission of such redemption shall not constitute an event of default. Further, in the case of a conditional redemption, the failure of the City to make moneys and or authorized securities available in part or in whole on or before the redemption date shall not constitute an event of default.

Any notice so mailed shall be conclusively presumed to have been duly given, whether or not the registered owner receives such notice. Notice having been so given and subject, in the case of an optional redemption, to any rights or conditions reserved by the City in the notice, the Certificates called for redemption shall become due and payable on the specified redemption date,

and notwithstanding that any Certificate or portion thereof has not been surrendered for payment, interest on such Certificates or portions thereof shall cease to accrue.

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

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

IT IS HEREBY certified, recited and covenanted that this Certificate has been duly and validly issued and delivered; that all acts, conditions and things required or proper to be performed, to exist and to be done precedent to or in the issuance and delivery of this Certificate have been performed, exist and have been done in accordance with law; and that annual ad valorem taxes, within the limits prescribed by law, sufficient to provide for the payment of the interest on and principal of this Certificate, as such interest comes due and such principal matures, have been levied and ordered to be levied against all taxable property in the City.

IT IS FURTHER certified, recited and represented that the Surplus Revenues (as defined in the Ordinance) to be derived from the operation of the City's waterworks and sanitary sewer system (the "System") in the amount of One Thousand Dollars (\$1,000) are to be pledged to the payment of the principal of and interest on the Certificates; provided, however, that such pledge is junior and subordinate in all respects to the pledge of the revenues of the System to the payment of all outstanding obligations of the City and any obligation of the City, whether authorized heretofore or hereafter, which the City designates as having a pledge senior to the pledge of the Surplus Revenues to the payment of the Certificates. The City also reserves the right to issue, for any lawful purpose at any time, in one or more installments, bonds, certificates of obligation and other obligations of any kind payable in whole or in part from the revenues of the System, secured by a pledge of the revenues of the System that may be prior and superior in right to, on a parity with, or junior and subordinate to the pledge of the Surplus Revenues securing the Certificates.

IN WITNESS WHEREOF, the City has caused this Certificate to be executed by the manual or facsimile signature of the Mayor or Mayor Pro Tem of the City and countersigned by the manual or facsimile signature of the City Clerk, and the official seal of the City has been duly impressed or placed in facsimile on this Certificate.

City Clerk
City of Jacksonville, Texas

Mayor [Pro Tem] ¹
City of Jacksonville, Texas

[SEAL]

(b) Form of Comptroller's Registration Certificate.

REGISTRATION CERTIFICATE OF
COMPTROLLER OF PUBLIC ACCOUNTS

OFFICE OF THE COMPTROLLER §
OF PUBLIC ACCOUNTS § REGISTER NO. _____
THE STATE OF TEXAS §

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

WITNESS MY SIGNATURE AND SEAL OF OFFICE this _____.

[SEAL]

Comptroller of Public Accounts
of the State of Texas

(c) Form of Certificate of Paying Agent/Registrar.

The following Certificate of Paying Agent/Registrar may be deleted from the Initial Certificate if the Comptroller's Registration Certificate appears thereon.

CERTIFICATE OF PAYING AGENT/REGISTRAR

The records of the Paying Agent/Registrar show that the Initial Certificate of this series of certificates of obligation was approved by the Attorney General of the State of Texas and registered

¹ Delete if the Mayor executes the Initial Certificate

by the Comptroller of Public Accounts of the State of Texas, and that this is one of the Certificates referred to in the within-mentioned Ordinance.

BOKF, NA.,
as Paying Agent/Registrar

Dated: _____

By: _____
Authorized Signatory

(d) [Form of Statement of Insurance.

The Certificates shall bear a Statement of Insurance in the following form:

STATEMENT OF INSURANCE]

(e) Form of Assignment.

ASSIGNMENT

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

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

Dated: _____

Signature Guaranteed By:

Authorized Signatory

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

(f) The Initial Certificate shall be in the form set forth in paragraphs (a), (b) and (d) of this Section, except for the following alterations:

(i) immediately under the name of the Certificate the headings “INTEREST RATE” and “MATURITY DATE” shall both be completed with the expression “As Shown Below” and “CUSIP NUMBER _____” deleted; and

(ii) in the first paragraph of the Certificate, the words “on the Maturity Date specified above, the sum of _____ DOLLARS” shall be deleted and the following will be inserted: “on August 15 in each of the years, in the principal installments and bearing interest at the per annum rates set forth in the following schedule:”

(Information to be inserted from schedule in Section 3.2 of the Ordinance)

(iii) the Initial Certificate shall be numbered I-1.

CERTIFICATE FOR ORDINANCE

THE STATE OF TEXAS §
COUNTY OF CHEROKEE §

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

1. The City Council of the City of Jacksonville, Texas, convened in a special meeting on the 9th day of August, 2022, at the regular meeting place thereof, within said City, and the roll was called of the duly constituted officers and members of said City Council, to wit:

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

and all of said persons were present, except the following absentee(s): None, thus constituting a quorum. Whereupon, among other business, the following was transacted at said meeting: a written

ORDINANCE NO. [_____]

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF JACKSONVILLE, TEXAS, AUTHORIZING THE ISSUANCE OF CITY OF JACKSONVILLE, TEXAS COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION, SERIES 2022B; LEVYING A TAX IN PAYMENT THEREOF, ENACTING OTHER PROVISIONS RELATING THERETO; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF

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

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

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

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

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

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

SIGNED AND SEALED this 9th day of August, 2022.

[SEAL]

City Clerk
City of Jacksonville, Texas



Jacksonville City Council

AGENDA ITEM REPORT

AGENDA DATE:	8/9/2022	ITEM NUMBER:	12.
DEPARTMENT:	Community and Public Services	PREPARED BY:	Chris Silvey, BUILDING INSPECTOR
INITIATED BY:	Chris Silvey, BUILDING INSPECTOR	EXHIBITS:	Agenda packet 6.21.22, 6.21.22 Minutes, CADD Map of Rezone Gowin, Ordinance Zone Change 101 S. Bonner

EXECUTIVE SUMMARY:

The applicant has requested to rezone approximately 0.75 acres from K (Industrial District) to P (Planned Development District). The subject property is located at 101 S. Bonner Street and will provide a combination of land uses including, but not limited to a Full-Service Restaurant, Food Truck Court, Farmers Market, and Retail Nursery Sales. The subject property is currently developed with an existing 4,900 sq. ft. full-service restaurant with outdoor patio seating. The remainder of the property is undeveloped. The structure is currently occupied and operational. The proposed plan seeks to continue existing operations while introducing new land uses to complement and attract a broad customer base. The subject property is currently unplatted and has street frontage on three sides. The property to the north is similarly zoned K (Industrial District) and developed with an active railroad line. To the south, the properties are zoned K (Industrial District) and developed with metal buildings containing commercial uses. The property to the east is zoned K (Industrial District) and developed with Austin Bank's drive-up teller location. To the west, across Patton Street, the properties are zoned K (Industrial District) and are largely undeveloped except for Tillman's Antiques.

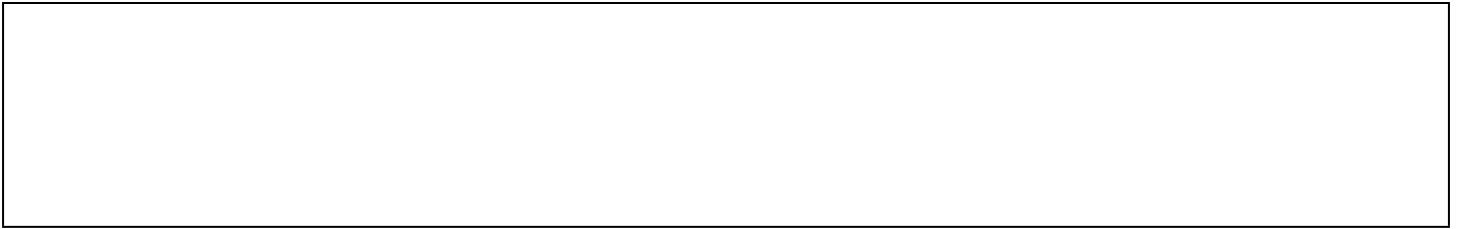
RECOMMENDED ACTION:

Approve the ordinance allowing for the zone change.

BID AND AWARD:

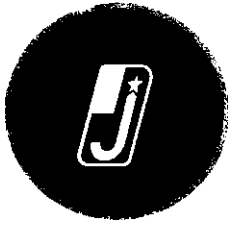
BUDGET DATA:

BUDGET JUSTIFICATION:



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

All notices were posted as required by law.



THE CITY OF JACKSONVILLE

**PLANNING AND ZONING BOARD MEETING
JACKSONVILLE CITY HALL COUNCIL CHAMBERS
315 S. RAGSDALE
TUESDAY, JUNE 21, 2022
12:00 PM**

**CLAUDE ARMSTRONG
BECKY PAVLETICH
ELAINE MCDONALD
BRENDA STAHELIN
ANDY CALCOTE**

- 1. CALL TO ORDER**
- 2. PUBLIC HEARING**
- 3. APPROVAL OF MINUTES**
- 4. CONSIDER A REQUEST TO REZONE 0.75 ACRES FROM "K-INDUSTRIAL" TO "PD-PLANNED DEVELOPMENT", LOCATED AT 101 SOUTH BONNER STREET, AS REQUESTED BY ROBERT GOWIN, LLC, REPRESENTED BY ROBERT GOWIN.**
- 5. CITIZEN PARTICIPATION**
- 6. QUESTIONS, COMMENTS, DISCUSSION**
- 7. ADJOURN**



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Public Notice

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Source Jacksonville Progress

Category Public Notice

Published Date June 4, 2022

Notice Details

CITY OF JACKSONVILLE PLANNING & ZONING COMMISSION NOTICE OF PUBLIC HEARING TUESDAY, JUNE 21, 2022 AT 12:00 P.M. CITY HALL, 315 S. RAGSDALE STREET JACKSONVILLE, TEXAS 75766 The Planning & Zoning Commission will hold a public hearing for the following requests: 1. CONSIDER A REQUEST TO REZONE ±0.75 ACRES FROM K (INDUSTRIAL) TO PD (PLANNED DEVELOPMENT DISTRICT), LOCATED AT 101 SOUTH BONNER STREET, AS REQUESTED BY ROBERT GOWIN, LLC, REPRESENTED BY ROBERT GOWIN. This item is currently scheduled to appear before the City Council on Tuesday, July 12, 2022, at 6:00 P.M. in the Council Chambers of City Hall, 315 S. Ragsdale Street, Jacksonville, Texas, 75766.

PART I.

A. Requesting: Please check the type of zoning you are requesting:

- ☒ General Zone Change (\$ 75.00) Non-refundable regardless of outcome
☐ Special Use Permit (\$ 75.00) Non-refundable regardless of outcome
☐ Temporary Use Permit (\$ 25.00) Non-refundable regardless of outcome

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

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

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

B. Applicant (s) Name and Address

Applicant (s): Robert Gavin LLC
Address: 101 South Bonner
City and State: Jacksonville TX 75766
Telephone No. 903/749-2401

Description & Location of Property requested to be changed:

Lot, Block & Addition: 101 South Bonner, Block 423, Lots C & D
Property Address/Location: 101 South Bonner

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

PRESENT ZONING DESIGNATION	PROPOSED ZONING REQUEST
CLASSIFICATION: <u>H Central Business</u>	CLASSIFICATION: <u>PD - Planned Development</u>
AREA (ACREAGE): <u>.52</u>	AREA (ACREAGE): <u>.52</u>

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

to conform to current ordinances

D. STATEMENT REGARDING RESTRICTIVE COVENANTS/DEED RESTRICTITON:

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

☐ NONE ☐ COPY ATTACHED
E. Attached hereto the sum of: 75 - ☐ (\$ 75.00) Zone Change/Special Use Permit
☐ (\$ 25.00) Temporary Use Permit

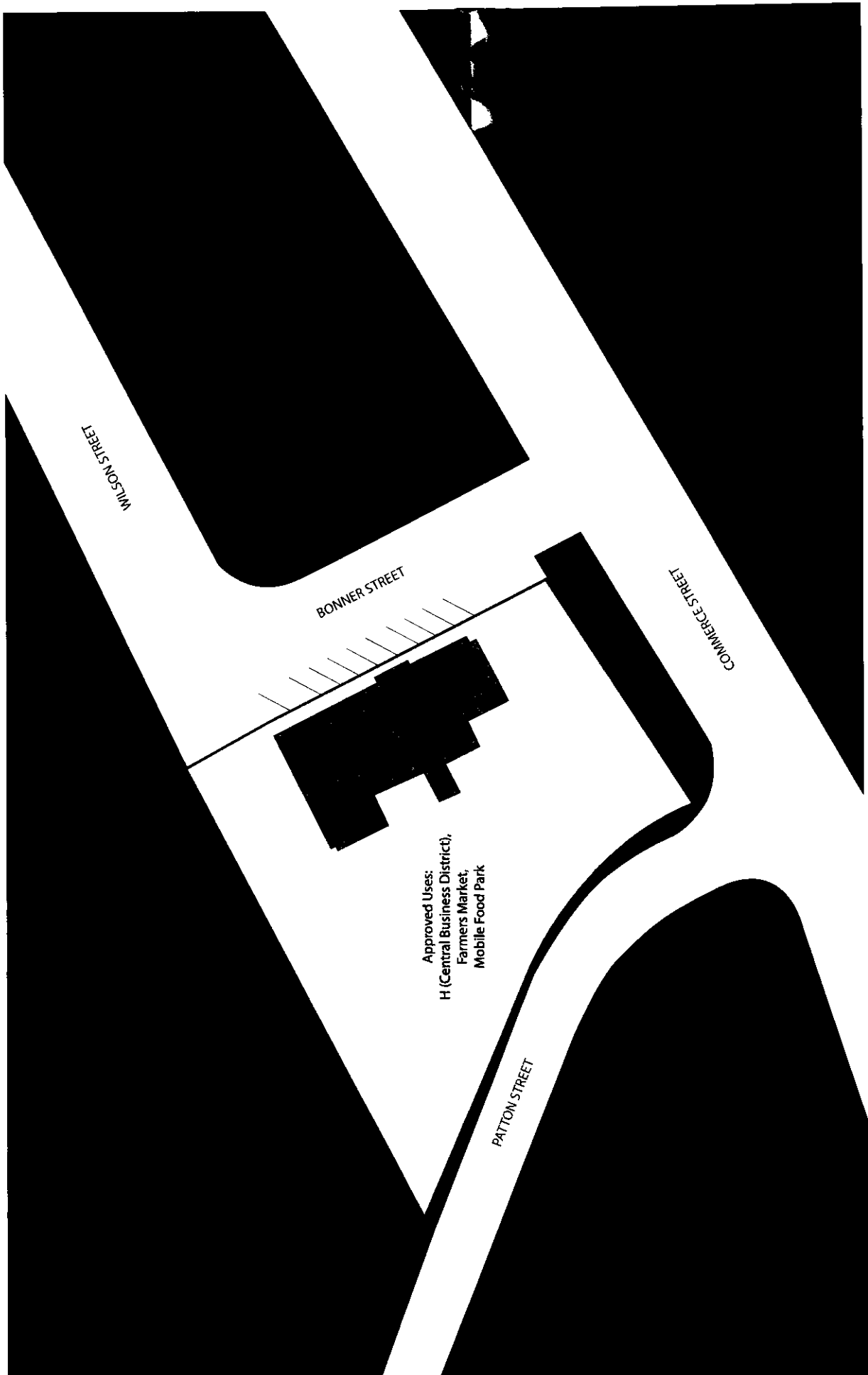
I do hereby understand that regardless of the outcome of this request, the processing fees stated above are non-refundable.

ALL REQUESTS FOR ZONING MUST INCLUDE THE FOLLOWING INFORMATION:

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



101 S. BONNER STREET - PLANNED DEVELOPMENT SITE PLAN



SUMMARY STATEMENT: The applicant has requested to rezone approximately 0.75 acres from K (Industrial District) to P (Planned Development District). The subject property is located at 101 S. Bonner Street and will provide a combination of land uses including, but not limited to a Full-Service Restaurant, Food Truck Court, Farmers Market, and Retail Nursery Sales. The subject property is currently developed with an existing 4,900 sq. ft. full-service restaurant with outdoor patio seating. The remainder of the property is undeveloped. The structure is currently occupied and operational. The proposed plan seeks to continue existing operations while introducing new land uses to complement and attract a broad customer base. Further detail is provided below.

EXISTING CONDITIONS: The subject property is currently unplatted and contains street frontage on three sides.

The property to the north is similarly zoned K (Industrial District) and developed with an active railroad line. To the south, the properties are zoned K (Industrial District) and developed with metal buildings containing commercial uses. The property to the east is zoned K (Industrial District) and developed with Austin Bank's drive up teller location. To the west, across Patton Street, the properties are zoned K (Industrial District) and are largely undeveloped except for Tillman's Antiques.

PD DEVELOPMENT STANDARDS: Article II. – District Regulations, Section 21 of the Code of Ordinances states the purpose of the P (Planned Development District) as:

“... to provide for the unified and coordinated development of parcels or tracts of primarily vacant land. Certain freedom of choice as to intended land use, heights, yards, and areas shall be permitted, provided that the special requirements which may apply are complied with and that the intended uses are not in conflict with the general purpose and intent of either this ordinance or the comprehensive plan for the city.”

Additionally, Section 21 provides general direction for dimensional regulations such as height, lot, yard, and area requirements. Generally speaking, the dimensional standards shall comply with the intended uses and not be detrimental or injurious to the surrounding properties. The method utilized for this Planned Development to mitigate negative impacts to neighboring properties is the assignment of a base zoning district. The base district will establish dimensional standards by which development shall comply, with the exception of any modifications or conditions applied by City Council.

Finally, Section 21(d) states a requirement for submittal of a site plan in conjunction with a request for the P (Planned Development District). The proposed site plan is attached for consideration. The site plan utilizes a generalized land use plan allowing for flexibility in placement of future uses.

Base Zoning District & Proposed Uses: Staff is proposing a base zoning district of the H (Central Business District). Any standards not included in the PD ordinance will follow the requirements outlined in the Code of Ordinances, specifically Appendix A – Zoning. The applicant is proposing a combination of uses as described above and generally shown on the Site Plan.

The proposed uses shall be all uses permitted in the H (Central Business District) with the addition of Farmers Market and Food Truck Park.

Farmer's Market shall be defined as: An occasional or periodic market held in an open area or in a structure where groups of individual sellers offer for sale to the public such items as fresh produce, seasonal fruits, fresh flowers, arts and crafts items, and food and beverages (but not to include second-hand goods) dispensed from booths located on-site.

Mobile Food Park shall be defined as: A property used or developed to accommodate one or more food trucks as the primary use of the property while possibly accommodating areas on the property for entertainment or recreational opportunities. Mobile food parks must have a valid certificate of occupancy in addition to all other applicable permits and inspections.

The operation of a Mobile Food Park shall at all times be in compliance with the regulations of Chapter 12, Article X, of the Code of Ordinances of the City of Jacksonville, as may be amended from time to time.

Building Setbacks: Building setbacks shall be in compliance with minimum requirements of the H (Central Business District) for the proposed land use.

Parking: Parking shall be in compliance with minimum requirements of the H (Central Business District) for the proposed land use.

Landscaping: Landscaping shall be in compliance with minimum requirements of the H (Central Business District) for the proposed land use.

Signage: Signage shall be in compliance with the minimum requirements of Appendix A – Zoning, Article II, Section 3 – Sign Regulations.



THE CITY OF JACKSONVILLE

NOTICE OF PUBLIC HEARING

CITY OF JACKSONVILLE PLANNING & ZONING COMMISSION NOTICE OF PUBLIC HEARING TUESDAY, JUNE 21, 2022, AT 12:00 P.M. CITY HALL, 315 S. RAGSDALE STREET, JACKSONVILLE, TEXAS 75766.

The Planning & Zoning Commission will hold a public hearing for the following requests:

1. CONSIDER A REQUEST TO REZONE ± 0.75 ACRES FROM K (INDUSTRIAL) TO PD (PLANNED DEVELOPMENT DISTRICT), LOCATED AT 101 SOUTH BONNER STREET, AS REQUESTED BY ROBERT GOWIN, LLC, REPRESENTED BY ROBERT GOWIN.

This item is currently scheduled to appear before the City Council on Tuesday, July 12, 2022, at 6:00 P.M. in the Council Chambers of City Hall, 315 S. Ragsdale Street, Jacksonville, Texas, 75766.

Property Address	Zip Code	Owner Name	Mailing Street
200 COMMERCE E JACKSONVILLE	75766	AUSTIN BANK	P O BOX 951
300 W COMMERCE JACKSONVILLE	75766	SILMON HELEN AND BISHOP	722 NACOGDOCHES ST
	75766	TARRANT JAMES MICHAEL	209 S BOLTON
	75766	COUNTY OF CHEROKEE STATE OF TEXAS	201 EAST SIXTH ST
312 W COMMERCE ST	75766	SILMON,BISHOP	7503 WOVENWOOD LN
210 E COMMERCE ST	75766	COUNTY CHEROKEE STATE TEXAS	201 E 6TH ST
201 S BONNER ST	75766	NORTH CHEROKEE CO SUPPORT GROUP INC	910 CRESTWOOD DR
100 E COMMERCE ST	75766	AUSTIN BANK	PO BOX 951
201 S BONNER ST	75766	NORTH CHEROKEE CO SUPPORT GROUP INC	910 CRESTWOOD DR
	75766	TARRANT,JAMES MICHAEL	209 S BOLTON ST
206 W WILSON ST	75766	MISSOURI PACIFIC RAILROAD CO	1400 DOUGLAS ST STOP 1640
101 S BONNER JACKSONVILLE	75766	GOWIN ROBERT LLC	P O BOX 1173
300 W COMMERCE ST	75766	SILMON,BISHOP	7503 WOVENWOOD LN

**JACKSONVILLE PLANNING AND ZONING BOARD MEETING
TUESDAY, JUNE 21, 2022
JACKSONVILLE CITY HALL COUNCIL CHAMBERS
315 S. RAGSDALE
12:00 PM**

Meeting Items

CALL TO ORDER

Mr. Armstrong called the meeting to order at 12:01 PM.

PUBLIC HEARING

Mr. Armstrong stated the meeting open to the public.

APPROVAL OF MINUTES

Ms. McDonald made a motion to approve the minutes from Wednesday, May 4th, 2022. Mr. Calcote seconded the motion. Mr. Armstrong asked for a vote. The motion to pass the minutes was unanimous.

CONSIDER A REQUEST TO REZONE 0.75 ACRES FROM "K-INDUSTRIAL" TO "PD-PLANNED DEVELOPMENT", LOCATED AT 101 SOUTH BONNER STREET, AS REQUESTED BY ROBERT GOWIN, LLC, REPRESENTED BY ROBERT GOWIN.

Mr. Silvey presented to the board the item on the agenda. Mr. Silvey stated that the area will provide a combination of land uses including a full service restaurant, food truck court, farmers market and retail nursery sales. Mr. Silvey stated that the property is 4900 square feet and will accommodate the land use. Mr. Armstrong opened the board up for the applicant or to those in favor. Mr. Gowin, the applicant, was present. Mr. Gowin has been negotiating with the railroad and it finally closed in March of 2022. Mr. Gowin stated he would like to add more interest to the downtown area. Mr. Armstrong closed that portion of the meeting. Mr. Armstrong opened the meeting up to anyone in opposition. No one was present. Mr. Armstrong closed that portion of the meeting. Mr. Armstrong opened the board up for discussion. Mrs. Stahelin stated it would enhance the downtown area. Ms. McDonald stated all ordinance guidelines are being met and it will be a great retail location to have. Ms. McDonald made a motion to approve the requested zone change as presented. Mrs. Stahelin seconded the motion. Mr. Armstrong called for a vote. All members voted aye. Motion carried.

CITIZEN PARTICIPATION

Mr. Tillman was present but was neither for or against it.

QUESTIONS, COMMENTS, DISCUSSION

ADJOURN

Mr. armstrong adjourned the meeting at 12:15 PM.

Property Identification #: 222579700

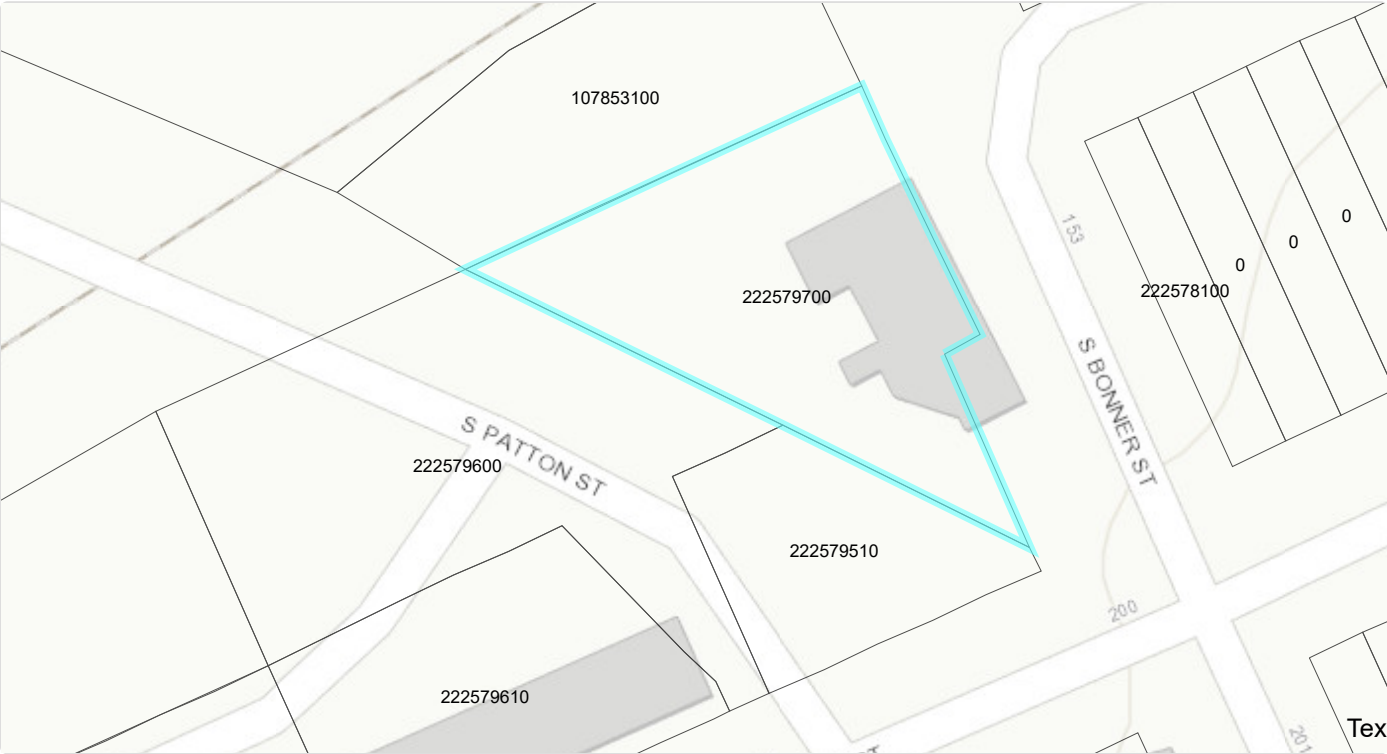
Geo ID:
Situs Address: 101 S BONNER ST JACKSONVILLE, TX 75766
Property Type: Real
State Code: F1

Property Information: 2022

Legal Description: LOT C & D BLK 123 -8A-9A & 10A & PTS OF WILSON & BONNER STS JACKSONVILLE
Abstract: 146000
Neighborhood: JA COMM AVE PRIMARY
Appraised Value:
Jurisdictions: 37, LR, 46, JA, CAD

Owner Identification #: 9807348

Name: GOWIN ROBERT LLC
Exemptions:
DBA: SADDLER'S KITCHEN



Cherokee CAD Map Search

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

ORDINANCE NO.1628

AN ORDINANCE AMENDING THE ZONING ORDINANCE OF THE CITY OF JACKSONVILLE, TEXAS TO REZONE FROM ZONE "K"-INDUSTRIAL TO "PD"-PLANNED DEVELOPMENT DISTRICT WITH A BASE ZONING OF "H" CENTRAL BUSINESS DISTRICT, PART OF LOTS 8,9 & 10, BLOCK 123, 101 S. BONNER, CITY OF JACKSONVILLE, CHEROKEE COUNTY, TEXAS AND PART OF WILSON AND BONNER STREETS; "ROBERT GOWIN, LLC", APPLICANT.

WHEREAS, the City Council of the City of Jacksonville, Texas desires to rezone from Zone "K"- Industrial, to "PD"- Planned Development with a base zoning of "H" Central Business District, Lots 8,9 & 10, Block 123, 101 S. Bonner, City of Jacksonville, Cherokee County, Texas, and parts of Wilson and Bonner Streets; "Robert Gowin, LLC", Applicant.

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

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

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

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

- SECTION 1. That from and after the effective date of this ordinance, Part of Lots 8,9 & 10, Block 123, 101 S. Bonner st., City of Jacksonville, Cherokee County, Texas and part of Wilson and Bonner Streets is hereby rezoned from Zone "K"- Industrial, to "PD"- Planned Development with a base Zoning of "H" Central Business District.
- SECTION 2. That the City Council of the City of Jacksonville, Texas hereby determines that the proposed Planned Development incidental to primary permitted use will not:
- A. Substantially increase traffic hazards or congestion
 - B. Substantially increase fire hazards
 - C. Adversely affect the character of the neighborhood
 - D. Adversely affect the general welfare of the community
 - E. Overtax the public utilities
- SECTION 3. It being deemed by the City Council that this ordinance will promote and preserve the public health, peace, safety and welfare, this ordinance shall become effective immediately after its passage, approval and publication according to law.

PASSED AND ADOPTED THIS THE 12th DAY OF JULY, 2022.

MAYOR

RANDY GORHAM

ATTEST: _____

CITY SECRETARY



Jacksonville City Council

AGENDA ITEM REPORT

AGENDA DATE:	8/9/2022	ITEM NUMBER:	13.
DEPARTMENT:	Administration	PREPARED BY:	Chris Silvey, BUILDING INSPECTOR
INITIATED BY:	Chris Silvey, BUILDING INSPECTOR	EXHIBITS:	7.19.22 Agenda packet Zimmerman, 7.19.22 Minutes, P&Z Snapshot 7.19.22 ZIMMERMAN-LARISSA, Zone Change Zimmerman

EXECUTIVE SUMMARY:

The applicant has requested to rezone approximately 3.276 acres from K (Industrial) to A (Single Family). The property is located on the southwest side of Zimmerman Street between Bonner Street and Larissa Street. A zone change was previously approved for the neighboring lots on January 11, 2022 to A (Single Family). The current owner/developer of those lots is requesting the zone change for the current subject property. The proposed plan is to construct single-family dwellings.

RECOMMENDED ACTION:

Staff recommends approval of the zone change as requested.

BID AND AWARD:

BUDGET DATA:

BUDGET JUSTIFICATION:

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



THE CITY OF JACKSONVILLE

**PLANNING AND ZONING BOARD MEETING
JACKSONVILLE CITY HALL COUNCIL CHAMBERS
315 S. RAGSDALE
TUESDAY, JULY 19, 2022
12:00 PM**

**CLAUDE ARMSTRONG
BECKY PAVLETICH
ELAINE MCDONALD
BRENDA STAHELIN
ANDY CALCOTE**

- 1. CALL TO ORDER**
- 2. PUBLIC HEARING**
- 3. APPROVAL OF MINUTES**
- 4. CONSIDER A REQUEST TO REZONE 3.276 ACRES FROM "K-INDUTRIAL" TO "A-1-SINGLE FAMILY RESIDENTIAL" , LOCATED AT THE SOUTHSIDE OF ZIMMERMAN STREET BETWEEN BONNER STREET AND LARISSA STREET TO ALLOW FOR THE CONSTRUCTION OF SINGLE FAMILY RESIDENCES.**
- 5. CONSIDER A REQUEST TO REZONE .6246 ACRES FROM "B- ONE AND TWO FAMILY" TO "G – COMMERCIAL", LOCATED AT JACKSON STREET AND HOWARD STREET.**
- 6. CITIZEN PARTICIPATION**
- 7. QUESTIONS, COMMENTS, DISCUSSION**
- 8. ADJOURN**

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Source Jacksonville Progress

Category Public Notice

Published Date July 2, 2022

Notice Details

CITY OF JACKSONVILLE PLANNING & ZONING COMMISSION NOTICE OF PUBLIC HEARING
TUESDAY, JULY 19, 2022 AT 12:00 P.M. CITY HALL, 315 S. RAGSDALE STREET JACKSONVILLE,
TEXAS 75766 The Planning & Zoning Commission will hold a public hearing for the following
requests: 1. CONSIDER A REQUEST TO REZONE 3.276 ACRES FROM (K - INDUSTRIAL) TO (A1
- SINGLE FAMILY RESIDENTIAL), LOCATED ON THE SOUTHSIDE OF ZIMMERMAN STREET, BE
TWEEN BONNER STREET AND LARISSA STREET. 2. CONSIDER A REQUEST TO REZONE. 6246
ACRES FROM (B- ONE AND TWO FAMILY) TO (G - COMMERCIAL), LOCATED AT JACKSON
STREET AND HOWARD STREET. This item is currently scheduled to appear before the City
Council on Tuesday, August 9, 2022, at 6:00 P.M. in the Council Chambers of City Hall, 315 S.
Ragsdale Street, Jacksonville, Texas, 75766.

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PART I.

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

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

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

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

B. Applicant (s) Name and Address

Applicant (s): SCOTT POWELL
Address: 1507 CHRISOLM TRAIL
City and State: LEWISVILLE, TX 75077
Telephone No. 903 520-8824

Description & Location of Property requested to be changed:

Lot, Block & Addition: LOT A, BLOCK 1166, CITY OF
Property Address/Location: SOUTH SIDE OF ZIMMERMAN STREET BETWEEN BOWNE & LARISSA STREETS

Plat Page No (s): (If applicable): NOT AVAILABLE

PRESENT ZONING DESIGNATION K-Industrial PROPOSED ZONING REQUEST
CLASSIFICATION: 934 ORDINANCE ① CLASSIFICATION: A-1 SINGLE FAMILY RESIDENTIAL
AREA (ACREAGE): 3.276 NET ACREAGE AREA (ACREAGE): 3.276 NET ACREAGE

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

D. STATEMENT REGARDING RESTRICTIVE COVENANTS/DEED RESTRICTITON:

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

① LOW DENSITY MULTI-FAMILY

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

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

ALL REQUESTS FOR ZONING MUST INCLUDE THE FOLLOWING INFORMATION:

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

CITY OF JACKSONVILLE
ZONING APPLICATION

PART II.

A. Authorization of Agent:

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

Owner (s) Name: Scott Powell Owner (s) Name: _____
Address: 1507 Chisum Trail Address: _____
City, State, Zip: Louisville, TX 75077 City, State, Zip: _____
Phone: 903-520-8824 Phone: _____

Signature: [Signature] Signature: _____

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

AUTHORIZED AGENT'S/PROPERTY OWNERS NAME: Michael W. McEwen
ADDRESS: 907 S. Jackson
CITY, STATE, ZIP: JACKSONVILLE, TX 75766-2420

SIGNATURE OF AUTHORIZED AGENT/PROPERTY OWNER: [Signature]

SUBSCRIBED TO AND SWORN BEFORE ME, this 21st day of June, 2022.



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

**CITY OF JACKSONVILLE
ZONING APPLICATION**

**INFORMATION FOR COMPLETING APPLICATIONS FOR
REQUESTING ZONE CHANGES**

- A. All zoning is by ordinance and only the City Council has the authority to adopt or to change an ordinance. The Council has assigned the study of zoning and rezoning to the City Planning and Zoning Commission, which will make recommendations to the council. If the Planning and Zoning Commission recommends this request for rezoning, it will not be effective until it is passed by the City Council. The rezoning process normally requires a period of sixty (60) to ninety (90) days.
- B. All requests must be filed in the Planning and Zoning Department located at 1220 South Bolton St., Jacksonville, Texas. A filing fee must be received with the completed application form.
- C. The Planning and Zoning Commission hears all requests on the third (3rd) Tuesday of each month at 5:30 P.M. in the Municipal Court, 307 E. Commerce, Jacksonville, TX. Please have a representative present at public hearing.
- D. The applicant has the duty to produce evidence before the Planning and Zoning Commission and City Council to legally justify the proposed zoning change. This generally requires a showing that conditions affecting the property have substantially changed since the last zoning classification decision of the City.

*******IMPORTANT*******

PLEASE CHECK WITH THE BUILDING OFFICIAL OR THE PUBLIC SERVICE DIRECTOR AS TO THE AVAILABILITY OF WATER AND SEWER TO SERVICE THE AREA WHERE YOU ARE ZONING TO BUILD. CHECK WITH THE BUILDING OFFICIAL OR THE ZONING DEPARTMENT AS TO THE RESTRICTIONS AND REGULATIONS OF CITY REQUIREMENTS FOR THE SET BACK REQUIREMENTS, PARKING REQUIREMENTS, PAVING REQUIREMENTS, ETC. AND RESEARCH THE AREA IN WHICH YOU ARE REQUESTING A ZONE CHANGE FOR CRITERIA STANDARDS REQUIRED FOR THAT ZONED AREA. YOU MAY BRING YOUR REQUEST BEFORE THE PLANNING AND ZONING BOARD AT ANY TIME FOR ANY REQUEST, BUT YOU MUST BE AWARE OF THE ZONING REQUIREMENTS OF THE AREA FOR WHICH YOU ARE SEEKING A ZONE CHANGE.



THE CITY OF JACKSONVILLE

CITY OF JACKSONVILLE PLANNING & ZONING COMMISSION NOTICE OF PUBLIC HEARING TUESDAY, JULY 19, 2022, AT 12:00 P.M. CITY HALL, 315 S. RAGSDALE STREET, JACKSONVILLE, TEXAS 75766.

The Planning & Zoning Commission will hold a public hearing for the following requests:

- 1. CONSIDER A REQUEST TO REZONE 3.276 ACRES FROM (K – INDUSTRIAL) TO (A1 – SINGLE FAMILY RESIDENTIAL), LOCATED ON THE SOUTHSIDE OF ZIMMERMAN STREET, BETWEEN BONNER STREET AND LARISSA STREET.**

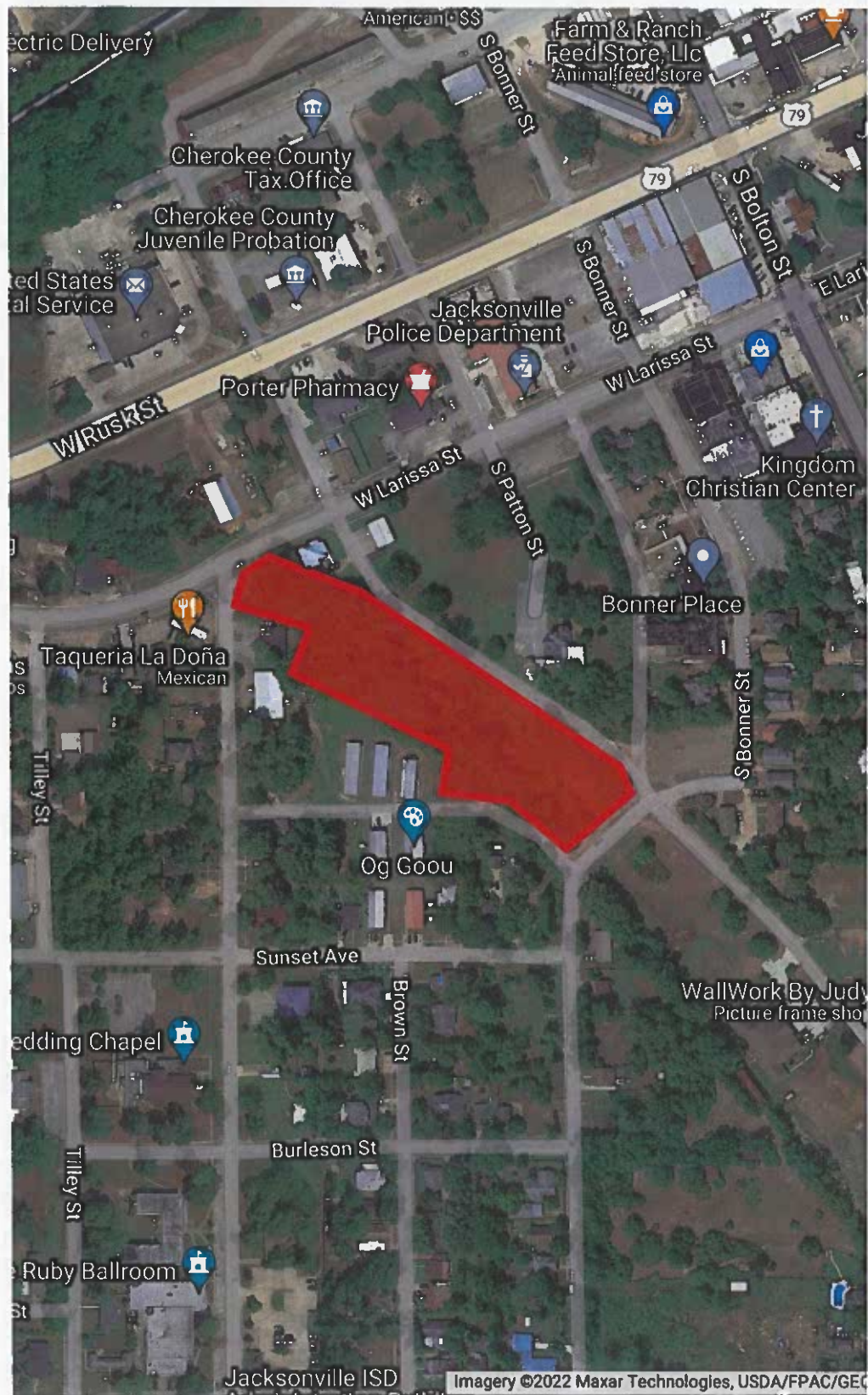
This item is currently scheduled to appear before the City Council on Tuesday, August 9, 2022, at 6:00 P.M. in the Council Chambers of City Hall, 315 S. Ragsdale Street, Jacksonville, Texas, 75766.



Zone Change to Single Family

Subject Property

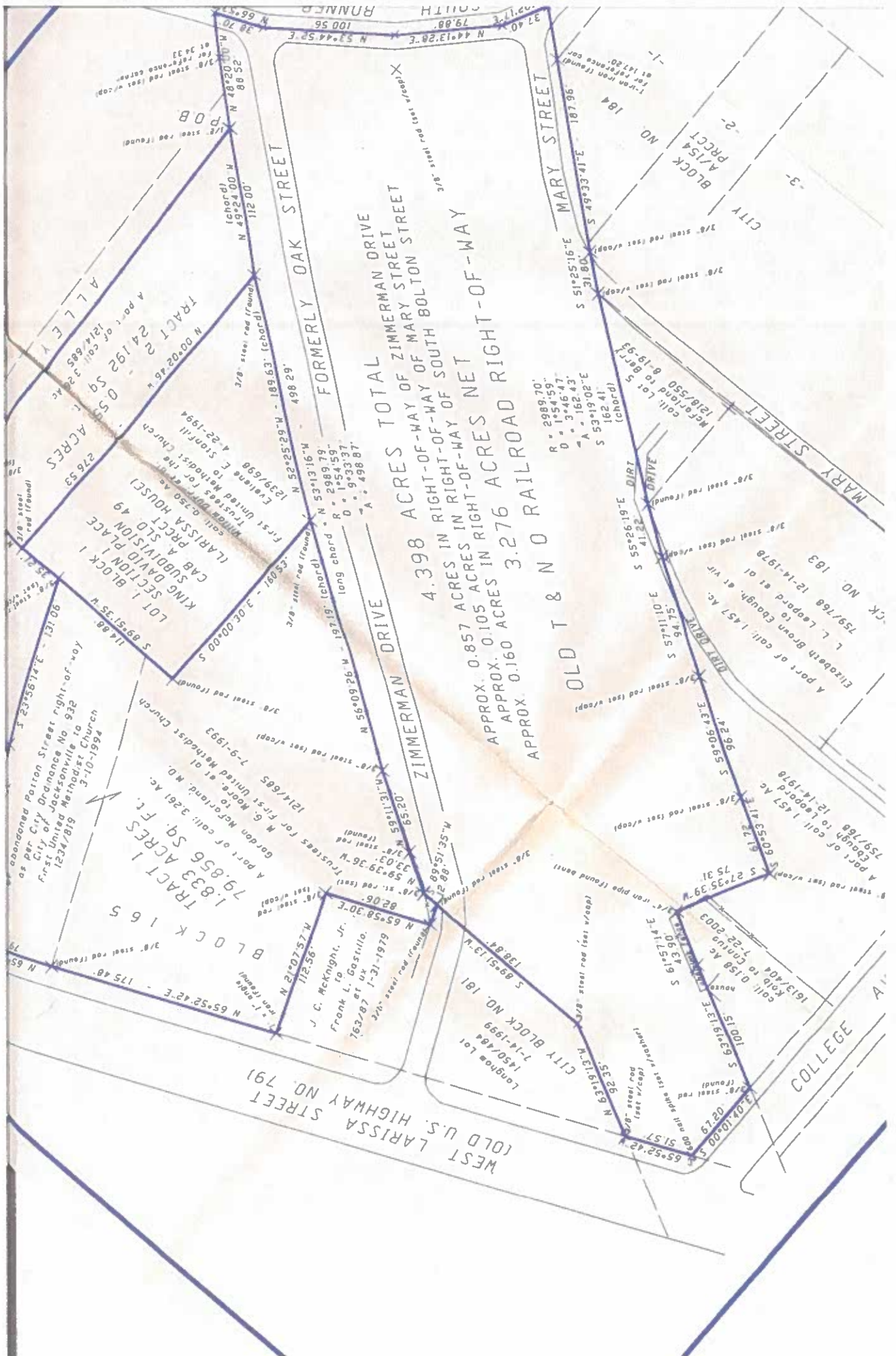
 Zone Change Request

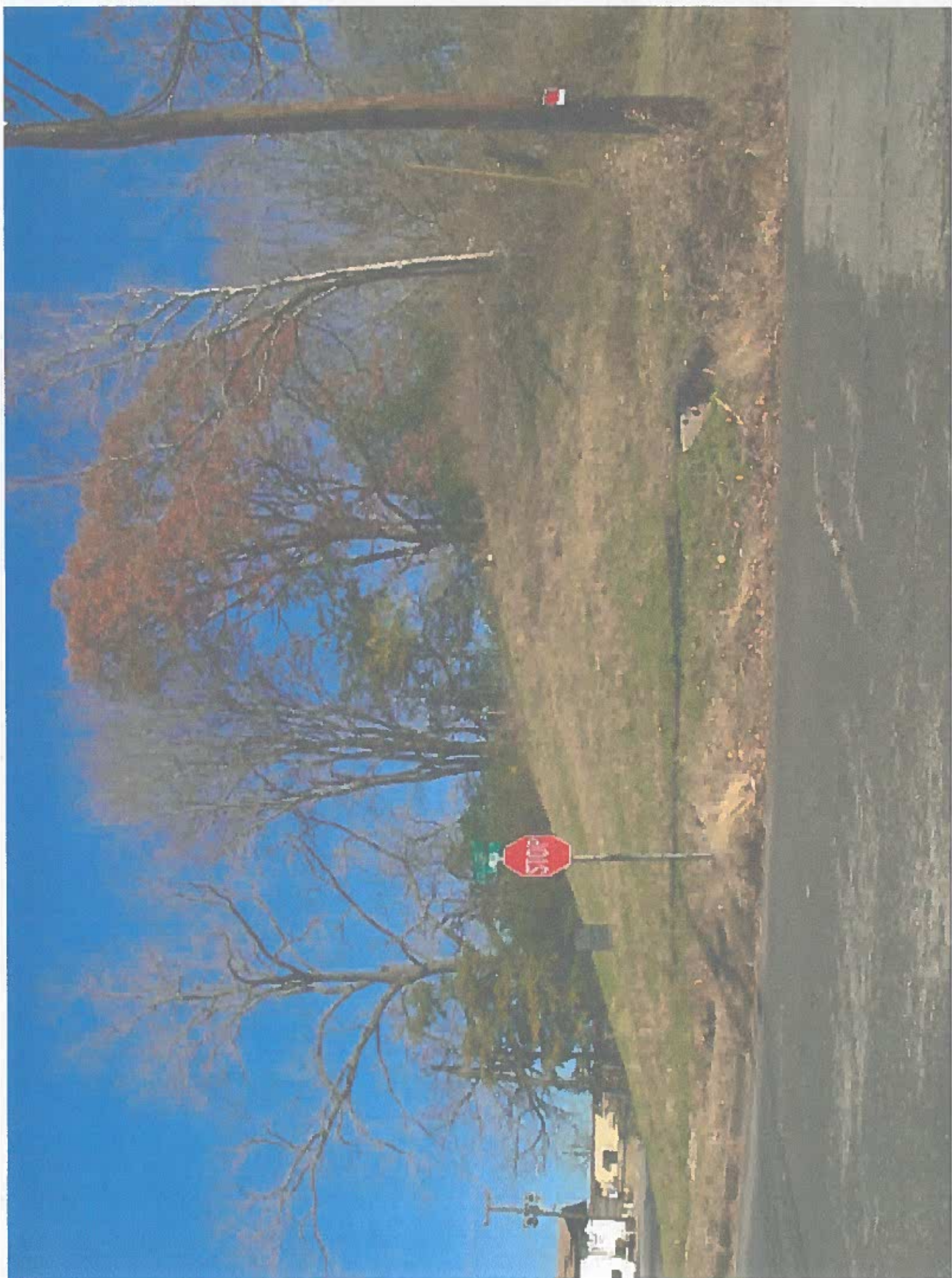


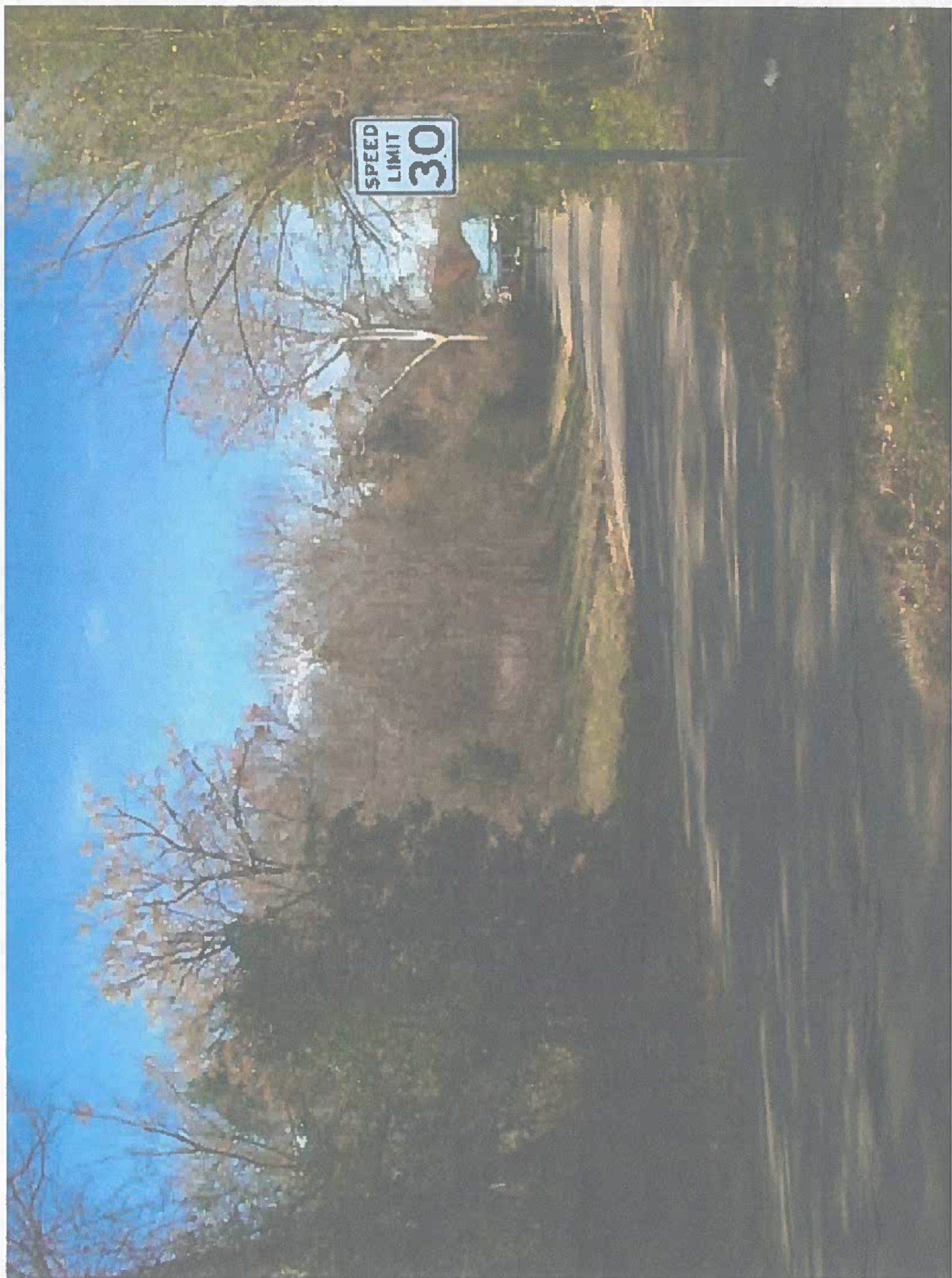


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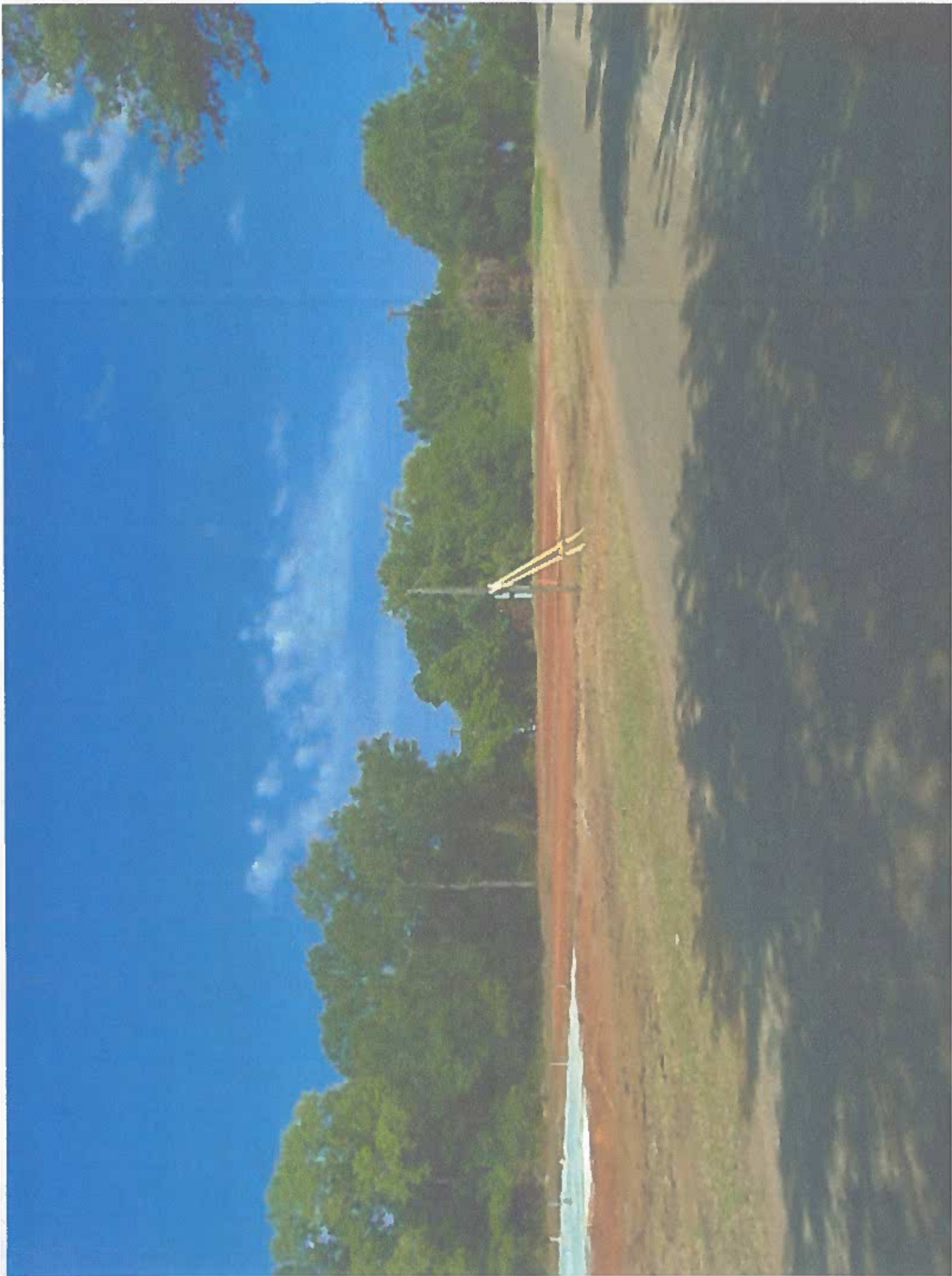














Property Address	Owner Name
607 S BONNER JACKSONVILLE	A2Z PROPERTIES LLC
452 S BONNER ST	ADCOCK,WILLIAM
	BERRY BETTY RUTH OF THE) BILLY G
464 S BONNER ST	BOWENS,BERTHA
407 S BONNER JACKSONVILLE	BRAZIER JANET LEE
402 ZIMMERMAN ST	BROOKS,LENZY III & BERTHA
228 SUNSET AVE	BROWN,SIRENNA A
309 S BONNER ST	BRUNSWICK HOLDINGS LLC
400 COLLEGE AVE	CANTUA,ADOLFO & JUDITH
533 S BOLTON ST	CASTRO,JORGE
421 S BONNER ST	CHEROKEE HEALTH PROPERTIES LLC
533 BOLTON S JACKSONVILLE	COOPER GEORGE E
448 BONNER JACKSONVILLE	COVARRUBIAS ERIK AND JESSICA
602 BROWN ST	CROSS ROXIE ANN
447 S BONNER ST	CRUZ JORGE AND MARCIA MENDOZA
433 COLLEGE JACKSONVILLE	DAVIS BRENDA
510 COLLEGE JACKSONVILLE	EAST RICHARD J
308 LARISSA W JACKSONVILLE	EVANS ERIC PAUL & CATHERINE C
307 W RUSK JACKSONVILLE	HABERLE ROBERT N
402 COLLEGE AVE	HACK JESSIE AND STACIE
	HALE PHILLIP A AND CHRISTINE M
405 S BONNER ST	HALE,PHILLIP A
608 BROWN ST	HOUSTON,CAROL
421 S BONNER ST	JACKSONVILLE LTC LAND LLC
318 ZIMMERMAN DR	JACKSONVILLE TRIANGLE CORP
416 W LARISSA ST	JOHNSON,MITCHELL K
442 S BONNER ST	JORGE,CRUZ & MENDOZA,MARCIA
401 ZIMMERMAN ST	LANGHAM,ARLENE
311 S PATTON ST	LEWIS,TAMMY
535 S BOLTON ST	LOPEZ,JOSE
226 SUNSET AVE	MARCELA,ROMERO & ROMERO-L,JUAN EDU
462 BONNER S JACKSONVILLE	MARES MIGUEL S JR
608 BROWN ST	MILES WANDA POPE LIFE ESTATE
602 S BONNER ST	MOORE,LARRY & CARLA
	MWS ENTERPRISES LLC
600 BONNER S JACKSONVILLE	NELSON JOY
615 S BOLTON ST	NESSSELHAUF,HOWARD & NANCY
418 COLLEGE JACKSONVILLE	PAVLETICH PAUL SAYBLE
405 W LARISSA JACKSONVILLE	PAYNE GEORGE R
701 S BOLTON ST	PINEY WOODS GLASS & MIRROR LLC
535 BOLTON S JACKSONVILLE	POSADA LUCIA SERVIN
	POWELL SCOTT
301 W LARISSA ST	PUNCHES,CHRISTIAN
458 S BONNER ST	PYNIWOOD LLC
440 S BONNER ST	RIGHT CENTER PROPERTIES LLC
212 SUNSET AVE	RIVERA,ROBERT L

502 COLLEGE AVE
458 BONNER S JACKSONVILLE
448 S BONNER ST
418 COLLEGE AVE
606 S BONNER ST
466-470 BONNER JACKSONVILLE
215 MARY ST
224 SUNSET AVE
301 W LARISSA ST

309 S BONNER JACKSONVILLE
518-520 COLLEGE AVE
517 COLLEGE AVE

421 COLLEGE AVE
400 W LARISSA ST
616 BROWN ST
531 BOLTON S JACKSONVILLE
115 LARISSA
416 S BONNER ST
515 COLLEGE JACKSONVILLE
407 S BONNER ST
403 S BONNER ST
214 SUNSET AVE

RMT HOLDINGS LLC
ROMAN FELIPE & WANDA
SANCHEZ,RUDY
SAYBLE,PAVLETICH PAUL
SCHMITT,MICHELLE
SEATAR LLC
SMITH GLENN L AND DIANNA
SMITH,GLENN L & DIANNA
STANFILL OWEN M
STANFILL R ERIC & KATHLEEN
STS ELECTRONIC RECYCLING INC
SUAREZ,FREDDY
TEXAS RUBY PROPERTIES LLC
THOMPSON,DENNIS DUBOISE
TORRES,DOMINGO & FELICITAS
TRUJILLO,MARIO & MARIA
TYLER KALEN AND JONATHAN
VALLADARES SANTOS REYMUNDO & JODY L'
VETS,AMANC
VETS,AMANC
WADE REBECCA
WILLETT,LINDA
WILLIAMS,DONNA
WILSON,JAMES C III

Mailing Street	Mailing City,State,Ztip
PO BOX 810703	DALLAS, TX 75381
205 ADCOCK DR	JACKSONVILLE ,TX 75766
PO BOX 1508	JACKSONVILLE ,TX 75766
1501 S BOLTON ST APT 104	JACKSONVILLE ,TX 75766
2635 LAKESHORE DR	JACKSONVILLE, TX 75766
20822 COUNTY ROAD 113	TYLER ,TX 75703
6226 N WILBUR AVE	PORTLAND ,OR 97217
402 S RAGSDALE ST	JACKSONVILLE ,TX 75766
PO BOX 8340	JACKSONVILLE ,TX 75766
533 S BOLTON ST	JACKSONVILLE ,TX 75766
5560 TENNYSON PKWY STE 210	PLANO ,TX 75024
11725 CR 152 W	BULLARD, TX 75757
448 BONNER	JACKSONVILLE, TX 75766
602 BROWN ST	JACKSONVILLE, TX 75766
447 SOUTH BONNER STREET	JACKSONVILLE, TX 75766
433 COLLEGE AVE	JACKSONVILLE, TX 75766
328 CR 3508	BULLARD, TX 75757
6804 GLENEAGLES DR	TYLER, TX 75703
2103 BAYLOR DR	JACKSONVILLE, TX 75766
4373 FM 1910 W	JACKSONVILLE, TX 75766
165 CR 2221	NACOGDOCHES, TX 75965
165 COUNTY ROAD 2221	NACOGDOCHES ,TX 75965
611 PEBBLE BEACH DR	JACKSONVILLE ,TX 75766
5560 TENNYSON PKWY STE 210	PLANO ,TX 75024
225 COUNTY ROAD 3156	JACKSONVILLE ,TX 75766
6912 POLO FARMS DR	SUMMERFIELD ,NC 27358
447 S BONNER ST	JACKSONVILLE ,TX 75766
401 ZIMMERMAN ST	JACKSONVILLE ,TX 75766
705 N PINEDA ST	JACKSONVILLE ,TX 75766
535 S BOLTON ST	JACKSONVILLE ,TX 75766
226 SUNSET AVE	JACKSONVILLE ,TX 75766
462 S BONNER	JACKSONVILLE, TX 75766
1108 HAYSEL ST	BASTROP, TX 78602
1516 TREMONT ST	JACKSONVILLE ,TX 75766
4150 INTERNATIONAL PLAZA STE 600	FT WORTH, TX 76109
600 S BONNER ST	JACKSONVILLE, TX 75766
2000 COUNTY ROAD 1713	JACKSONVILLE ,TX 75766
P O BOX 457	JACKSONVILLE, TX 75766
1825 CR 3201	JACKSONVILLE, TX 75766
PO BOX 1048	JACKSONVILLE ,TX 75766
431 MANNINGTON DR	DALLAS, TX 75232
1507 CHISOLM TRL	LEWISVILLE, TX 75077
301 W IARISSA	JACKSONVILLE ,TX 75766
PO BOX 273	BULLARD ,TX 75757
407 WOODHAVEN CIR	JACKSONVILLE ,TX 75766
1224 S JACKSON ST	JACKSONVILLE ,TX 75766

100 INDEPENDENCE PL STE 101
458 SOUTH BONNER
448 S BONNER ST
PO BOX 457
823 S BOLTON ST
P O BOX 1048
PO BOX 8101
4144 COUNTY ROAD 1405
301 W LARISSA
P O BOX 768
522 CR 1520
520 COLLEGE AVE
PO BOX 117
PO BOX 133198
421 COLLEGE AVE
6541 US HIGHWAY 79 W
4341 STATE HWY 135 N
1120 TYLER ST
404 BEACON DR
404 BEACON DR
515 COLLEGE
407 S BONNER ST
403 S BONNER ST
7109 LO CHALMERS LN

TYLER ,TX 75703
JACKSONVILLE, TX 75766
JACKSONVILLE ,TX 75766
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JACKSONVILLE ,TX 75766
TYLER ,TX 75713
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JACKSONVILLE ,TX 75766
JACKSONVILLE ,TX 75766
GARLAND ,TX 75043

**JACKSONVILLE PLANNING AND ZONING BOARD MEETING
TUESDAY, JULY 19, 2022
JACKSONVILLE CITY HALL COUNCIL CHAMBERS
315 S. RAGSDALE
12:00 PM**

Meeting Items

CALL TO ORDER

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

PUBLIC HEARING

Mr. Armstrong declared the meeting open to the public.

APPROVAL OF MINUTES

Ms. McDonald made a motion to approve the minutes as written from Tuesday, June 21, 2022. Mr. Calcote seconded the motion. Mr. Armstrong called for a vote. The motion to pass the minutes was unanimous.

CONSIDER A REQUEST TO REZONE 3.276 ACRES FROM "K-INDUTRIAL" TO "A-1-SINGLE FAMILY RESIDENTIAL" , LOCATED AT THE SOUTHSIDE OF ZIMMERMAN STREET BETWEEN BONNER STREET AND LARISSA STREET TO ALLOW FOR THE CONSTRUCTION OF SINGLE FAMILY RESIDENCES.

Mr. Silvey explained to the board in detail the item on the agenda. Mr. Silvey stated the property is part of the old railroad tract and is northwest of the zone change that was previously approved. Mr. Armstrong opened the meeting up to the applicant or to those in favor. Mike McEwen, the representative for the applicant, was present. Mr. McEwen stated the property has been for sale for over a decade. Mr. McEwen stated the person who bought the lots next to it is currently building on those lots and has the same plan for this property. Mr. Armstrong closed that portion of the meeting. Mr. Armstrong opened the meeting up to anyone in opposition. No one was present. Mr. Armstrong closed that portion of the meeting. Mr. Armstrong opened the board up for discussion. Ms. McDonald stated it would be good for that particular neighbourhood. Mr. Calcote agreed. Mr. Calcote made a motion to approve the zone change as requested. Mrs. Pavletich seconded the motion. Mr. Armstrong called for a vote. All members voted aye. Motion carried.

CONSIDER A REQUEST TO REZONE .6246 ACRES FROM "B- ONE AND TWO FAMILY" TO "G – COMMERCIAL", LOCATED AT JACKSON STREET AND HOWARD STREET.

Mr. Silvy presented to the board in detail the item on the agenda. Mr. Silvey stated they are trying to correct the zoning for the lots behind the mattress depot. Mr. Armstrong opened the meeting up to the applicant or to those in favor. Leslie Ford, a representative for Tidal Wave, was present. Mrs. Ford stated they are just needing the zoned changed on the back few properties, Lots 16-19, in order to build a car wash. Mr. Armstrong closed that portion of the meeting. Mr. Armstrong opened the meeting up for those in opposition. No one was present. Mr. Armstrong closed that portion of the meeting. Mr. Armstrong opened the board up for discussion. Mrs. Pavletich asked what type of car wash it would be. Mrs. Ford stated it would be a drive-thru one. Mrs. Ford went on to state they offer once a year that all proceeds go to a local non-profit. Mr. Calcote asked what the time frame for construction would be. Mrs. Ford stated they plan to begin building before the end of the year. Ms. McDonald made a motion to approve the zone change as requested. Mrs. Stahelin seconded the motion. Mr. Armstrong called for a vote. All members voted aye. Motion carries.

CITIZEN PARTICIPATION

QUESTIONS, COMMENTS, DISCUSSION

ADJOURN

Mr. Armstrong adjourned the meeting at 12:16 pm.



Planning and Zoning Commission Snapshot

Date of meeting: Tuesday, July 19, 2022 @ 12: 00 PM.

Item: REVIEW AND CONSIDER A REQUEST TO REZONE 3.276 ACRES FROM "K-INDUSTRIAL" TO "A-1-SINGLE FAMILY RESIDENTIAL", LOCATED AT THE SOUTHWEST SIDE OF ZIMMERMAN STREET BETWEEN BONNER STREET AND LARISSA STREET TO ALLOW FOR THE CONSTRUCTION OF SINGLE FAMILY RESIDENCES.

	YES	NO
Claude Armstrong	<u>X</u>	<u> </u>
Elaine McDonald	<u>X</u>	<u> </u>
Becky Pavletich	<u>X</u>	<u> </u>
Brenda Stahelin	<u>X</u>	<u> </u>
Andy Calcote	<u>X</u>	<u> </u>

of citizens present: 3
of who voted for: 1
of who voted against: 0

THE PLANNING AND ZONING COMMISSION MET IN A PUBLIC HEARING ON TUESDAY, JULY 19, 2022 AT CITY HALL TO REVIEW A SUBMITTED APPLICATION TO ALLOW FOR A ZONE CHANGE OF 3.276 ACRES LOCATED AT ZIMMERMAN, BONNER AND LARISSA. MR. SILVEY STATED THIS PROPERTY IS LOCATED NW OF THE PREVIOUS ZONE CHANGE AND THE SAME BUYER. MIKE MCEWEN WAS PRESENT AS THE APPLICANTS REPRESENTATIVE. A MOTION WAS MADE TO APPROVE THE ZONE CHANGE AS REQUESTED.

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE ZONING ORDINANCE OF THE CITY OF JACKSONVILLE, TEXAS TO REZONE FROM ZONE "K"-INDUSTRIAL TO "A"-SINGLE FAMILY, BLOCK A, LOT 166N, SOUTH SIDE OF ZIMMERMAN BETWEEN BONNER AND LARISSA, CITY OF JACKSONVILLE, TEXAS; SCOTT POWELL, APPLICANT.

WHEREAS, the City Council of the City of Jacksonville, Texas desires to rezone from Zone "K"- Industrial, to "A"- Single Family, Lot A, Block 166, South Side of Zimmerman between Bonner and Larissa, City of Jacksonville, Texas, Scott Powell, Applicant.

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

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

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

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

SECTION 1. That from and after the effective date of this ordinance, Lot A, Block 166, South side of Zimmerman between Bonner and Larissa., City of Jacksonville, Texas is hereby rezoned from Zone "K"-Industrial, to "A"- Single family

SECTION 2. That the City Council of the City of Jacksonville, Texas hereby determines that the proposed Special Use Permit for Residential unit incidental to primary permitted use will not:

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

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

PASSED AND ADOPTED THIS THE 9th DAY OF AUGUST, 2022.

MAYOR RANDY GORHAM

ATTEST: _____

CITY SECRETARY



Jacksonville City Council

AGENDA ITEM REPORT

AGENDA DATE:	8/9/2022	ITEM NUMBER:	14.
DEPARTMENT:	Administration	PREPARED BY:	Chris Silvey, BUILDING INSPECTOR
INITIATED BY:	Chris Silvey, BUILDING INSPECTOR	EXHIBITS:	7.19.22 Minutes, P&Z Snapshot 7.19.22 JACKSON-HOWARD, 7.19.22 Agenda packet Jackson, Zone Change S. Jackson and Howard

EXECUTIVE SUMMARY:

The applicant has requested to rezone approximately .6246 acres from B (One and Two Family) to G (Commercial). The property is located at Jackson Street and Howard Street behind the mattress depot. The plan for the property is the construction of a drive-through car wash, Tidal Wave. Mr. Silvey stated they are just correcting the zoning on lots 16-19.

RECOMMENDED ACTION:

Staff recommends approval of the zone change as requested.

BID AND AWARD:

BUDGET DATA:

BUDGET JUSTIFICATION:

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

**JACKSONVILLE PLANNING AND ZONING BOARD MEETING
TUESDAY, JULY 19, 2022
JACKSONVILLE CITY HALL COUNCIL CHAMBERS
315 S. RAGSDALE
12:00 PM**

Meeting Items

CALL TO ORDER

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

PUBLIC HEARING

Mr. Armstrong declared the meeting open to the public.

APPROVAL OF MINUTES

Ms. McDonald made a motion to approve the minutes as written from Tuesday, June 21, 2022. Mr. Calcote seconded the motion. Mr. Armstrong called for a vote. The motion to pass the minutes was unanimous.

CONSIDER A REQUEST TO REZONE 3.276 ACRES FROM "K-INDUTRIAL" TO "A-1-SINGLE FAMILY RESIDENTIAL" , LOCATED AT THE SOUTHSIDE OF ZIMMERMAN STREET BETWEEN BONNER STREET AND LARISSA STREET TO ALLOW FOR THE CONSTRUCTION OF SINGLE FAMILY RESIDENCES.

Mr. Silvey explained to the board in detail the item on the agenda. Mr. Silvey stated the property is part of the old railroad tract and is northwest of the zone change that was previously approved. Mr. Armstrong opened the meeting up to the applicant or to those in favor. Mike McEwen, the representative for the applicant, was present. Mr. McEwen stated the property has been for sale for over a decade. Mr. McEwen stated the person who bought the lots next to it is currently building on those lots and has the same plan for this property. Mr. Armstrong closed that portion of the meeting. Mr. Armstrong opened the meeting up to anyone in opposition. No one was present. Mr. Armstrong closed that portion of the meeting. Mr. Armstrong opened the board up for discussion. Ms. McDonald stated it would be good for that particular neighbourhood. Mr. Calcote agreed. Mr. Calcote made a motion to approve the zone change as requested. Mrs. Pavletich seconded the motion. Mr. Armstrong called for a vote. All members voted aye. Motion carried.

CONSIDER A REQUEST TO REZONE .6246 ACRES FROM "B- ONE AND TWO FAMILY" TO "G – COMMERCIAL", LOCATED AT JACKSON STREET AND HOWARD STREET.

Mr. Silvy presented to the board in detail the item on the agenda. Mr. Silvey stated they are trying to correct the zoning for the lots behind the mattress depot. Mr. Armstrong opened the meeting up to the applicant or to those in favor. Leslie Ford, a representative for Tidal Wave, was present. Mrs. Ford stated they are just needing the zoned changed on the back few properties, Lots 16-19, in order to build a car wash. Mr. Armstrong closed that portion of the meeting. Mr. Armstrong opened the meeting up for those in opposition. No one was present. Mr. Armstrong closed that portion of the meeting. Mr. Armstrong opened the board up for discussion. Mrs. Pavletich asked what type of car wash it would be. Mrs. Ford stated it would be a drive-thru one. Mrs. Ford went on to state they offer once a year that all proceeds go to a local non-profit. Mr. Calcote asked what the time frame for construction would be. Mrs. Ford stated they plan to begin building before the end of the year. Ms. McDonald made a motion to approve the zone change as requested. Mrs. Stahelin seconded the motion. Mr. Armstrong called for a vote. All members voted aye. Motion carries.

CITIZEN PARTICIPATION

QUESTIONS, COMMENTS, DISCUSSION

ADJOURN

Mr. Armstrong adjourned the meeting at 12:16 pm.



Planning and Zoning Commission Snapshot

Date of meeting: Tuesday, July 19, 2022 @ 12: 00 PM.

Item: REVIEW AND CONSIDER A REQUEST TO REZONE .6246 ACRES FROM "B-ONE AND
TWO FAMILY" TO "G-COMMERICAL", LOCATED AT JACKSON STREET AND HOWARD
STREET.

	YES	NO
Claude Armstrong	<u>X</u>	<u> </u>
Elaine McDonald	<u>X</u>	<u> </u>
Becky Pavletich	<u>X</u>	<u> </u>
Brenda Stahelin	<u>X</u>	<u> </u>
Andy Calcote	<u>X</u>	<u> </u>

of citizens present: 3
of who voted for: 1
of who voted against: 0

THE PLANNING AND ZONING COMMISSION MET IN A PUBLIC HEARING ON TUESDAY,
JULY 19, 2022 AT CITY HALL TO REVIEW A SUBMITTED APPLICATION FOR A ZONE
CHANGE OF .6246 ACRES TO ALLOW FOR THE CONSTRUCTION OF A CAR WASH. MR.
SILVEY STATED THEY ARE JUST TRYING TO CORRECT THE ZONING ON LOTS 16-19.
LESLIE FORD, A REPRESENTATIVE FOR TIDAL WAVE WAS PRESENT. MRS. FORD
STATED CONSTRUCTION WOULD BEGIN BY THE END OF THE YEAR, A MOTION WAS
MADE TO APPROVE THE ZONE CHANGE AS REQUESTED.



THE CITY OF JACKSONVILLE

**PLANNING AND ZONING BOARD MEETING
JACKSONVILLE CITY HALL COUNCIL CHAMBERS
315 S. RAGSDALE
TUESDAY, JULY 19, 2022
12:00 PM**

**CLAUDE ARMSTRONG
BECKY PAVLETICH
ELAINE MCDONALD
BRENDA STAHELIN
ANDY CALCOTE**

- 1. CALL TO ORDER**
- 2. PUBLIC HEARING**
- 3. APPROVAL OF MINUTES**
- 4. CONSIDER A REQUEST TO REZONE 3.276 ACRES FROM "K-INDUTRIAL" TO "A-1-SINGLE FAMILY RESIDENTIAL" , LOCATED AT THE SOUTHSIDE OF ZIMMERMAN STREET BETWEEN BONNER STREET AND LARISSA STREET TO ALLOW FOR THE CONSTRUCTION OF SINGLE FAMILY RESIDENCES.**
- 5. CONSIDER A REQUEST TO REZONE .6246 ACRES FROM "B- ONE AND TWO FAMILY" TO "G – COMMERCIAL", LOCATED AT JACKSON STREET AND HOWARD STREET.**
- 6. CITIZEN PARTICIPATION**
- 7. QUESTIONS, COMMENTS, DISCUSSION**
- 8. ADJOURN**

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Source Jacksonville Progress

Category Public Notice

Published Date July 2, 2022

Notice Details

CITY OF JACKSONVILLE PLANNING & ZONING COMMISSION NOTICE OF PUBLIC HEARING
TUESDAY, JULY 19, 2022 AT 12:00 P.M. CITY HALL, 315 S. RAGSDALE STREET JACKSONVILLE,
TEXAS 75766 The Planning & Zoning Commission will hold a public hearing for the following
requests: 1. CONSIDER A REQUEST TO REZONE 3.276 ACRES FROM (K - INDUSTRIAL) TO (A1
- SINGLE FAMILY RESIDENTIAL), LOCATED ON THE SOUTHSIDE OF ZIMMERMAN STREET, BE
TWEEN BONNER STREET AND LARISSA STREET. 2. CONSIDER A REQUEST TO REZONE. 6246
ACRES FROM (B- ONE AND TWO FAMILY) TO (G - COMMERCIAL), LOCATED AT JACKSON
STREET AND HOWARD STREET. This item is currently scheduled to appear before the City
Council on Tuesday, August 9, 2022, at 6:00 P.M. in the Council Chambers of City Hall, 315 S.
Ragsdale Street, Jacksonville, Texas, 75766.

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PART I.

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

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

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

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

B. Applicant (s) Name and Address

Applicant (s): Leslie Ford
Address: 400 Canyon Creek Trail
City and State: Fort Worth, TX 76112
Telephone No. 325-370-9965

Description & Location of Property requested to be changed:

Lot, Block & Addition: Lots 16-19, Block 232, M.L Earl's 1914 Map
Property Address/Location: Jackson Street & Howard Street

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

PRESENT ZONING DESIGNATION	PROPOSED ZONING REQUEST
CLASSIFICATION: <u>B - 1 and 2 Family</u>	CLASSIFICATION: <u>G- Commercial</u>
AREA (ACREAGE): <u>.6246 acres</u>	AREA (ACREAGE): <u>.6246 acres</u>

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

Zoning change for the new construction of a drive-thru auto spa/carwash.

D. STATEMENT REGARDING RESTRICTIVE COVENANTS/DEED RESTRICTITON:

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

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

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

ALL REQUESTS FOR ZONING MUST INCLUDE THE FOLLOWING INFORMATION:

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

CITY OF JACKSONVILLE
ZONING APPLICATION

PART II.

A. Authorization of Agent:

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

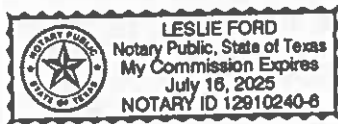
Owner (s) Name: <u>Jerry Hughes</u>	Owner (s) Name: _____
Address: <u>320 CR 4108</u>	Address: _____
City, State, Zip: <u>Jacksonville, IA 15100</u>	City, State, Zip: _____
Phone: _____	Phone: _____
Signature: <u>Jerry Hughes</u>	Signature: _____

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

AUTHORIZED AGENT'S/PROPERTY OWNERS NAME: Jerry Hughes
ADDRESS: 320 CR 4108
CITY, STATE, ZIP: Jacksonville, IA 15100

SIGNATURE OF AUTHORIZED AGENT/PROPERTY OWNER: Jerry Hughes

SUBSCRIBED TO AND SWORN BEFORE ME, this 2nd day of July, 20 22.



[Signature]

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

CITY OF JACKSONVILLE
ZONING APPLICATION

**INFORMATION FOR COMPLETING APPLICATIONS FOR
REQUESTING ZONE CHANGES**

- A. All zoning is by ordinance and only the City Council has the authority to adopt or to change an ordinance. The Council has assigned the study of zoning and rezoning to the City Planning and Zoning Commission, which will make recommendations to the council. If the Planning and Zoning Commission recommends this request for rezoning, it will not be effective until it is passed by the City Council. The rezoning process normally requires a period of sixty (60) to ninety (90) days.
- B. All requests must be filed in the Planning and Zoning Department located at 1220 South Bolton St., Jacksonville, Texas. A filing fee must be received with the completed application form.
- C. The Planning and Zoning Commission hears all requests on the third (3rd) Tuesday of each month at 5:30 P.M. in the Municipal Court, 307 E. Commerce, Jacksonville, TX. Please have a representative present at public hearing.
- D. The applicant has the duty to produce evidence before the Planning and Zoning Commission and City Council to legally justify the proposed zoning change. This generally requires a showing that conditions affecting the property have substantially changed since the last zoning classification decision of the City.

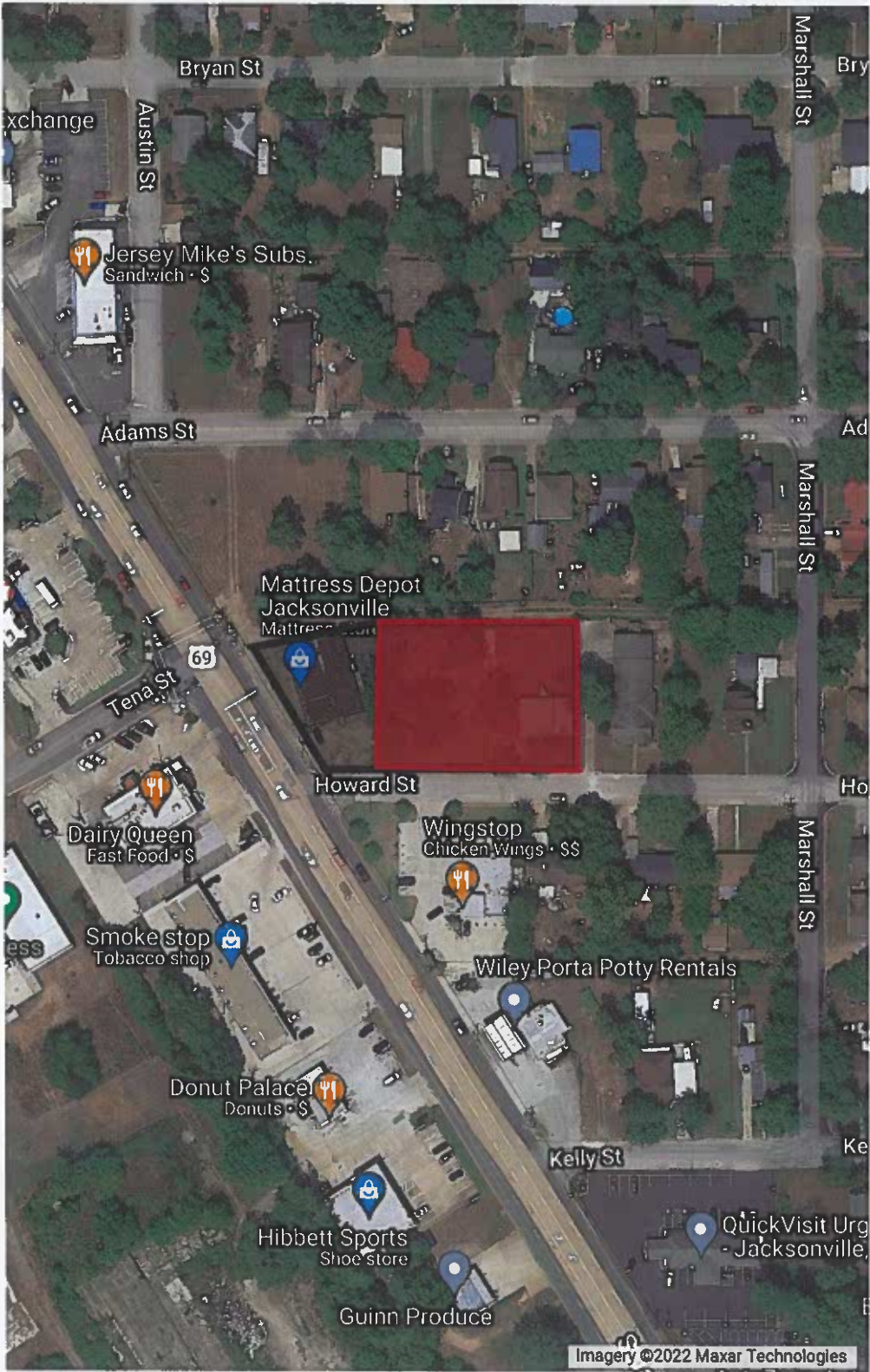
*******IMPORTANT*******

PLEASE CHECK WITH THE BUILDING OFFICIAL OR THE PUBLIC SERVICE DIRECTOR AS TO THE AVAILABILITY OF WATER AND SEWER TO SERVICE THE AREA WHERE YOU ARE ZONING TO BUILD. CHECK WITH THE BUILDING OFFICIAL OR THE ZONING DEPARTMENT AS TO THE RESTRICTIONS AND REGULATIONS OF CITY REQUIREMENTS FOR THE SET BACK REQUIREMENTS, PARKING REQUIREMENTS, PAVING REQUIREMENTS, ETC. AND RESEARCH THE AREA IN WHICH YOU ARE REQUESTING A ZONE CHANGE FOR CRITERIA STANDARDS REQUIRED FOR THAT ZONED AREA. YOU MAY BRING YOUR REQUEST BEFORE THE PLANNING AND ZONING BOARD AT ANY TIME FOR ANY REQUEST, BUT YOU MUST BE AWARE OF THE ZONING REQUIREMENTS OF THE AREA FOR WHICH YOU ARE SEEKING A ZONE CHANGE.

Zone Change

Zone Change S Jackson and
Howard St.

- Zone Change Request
- Complete Tract





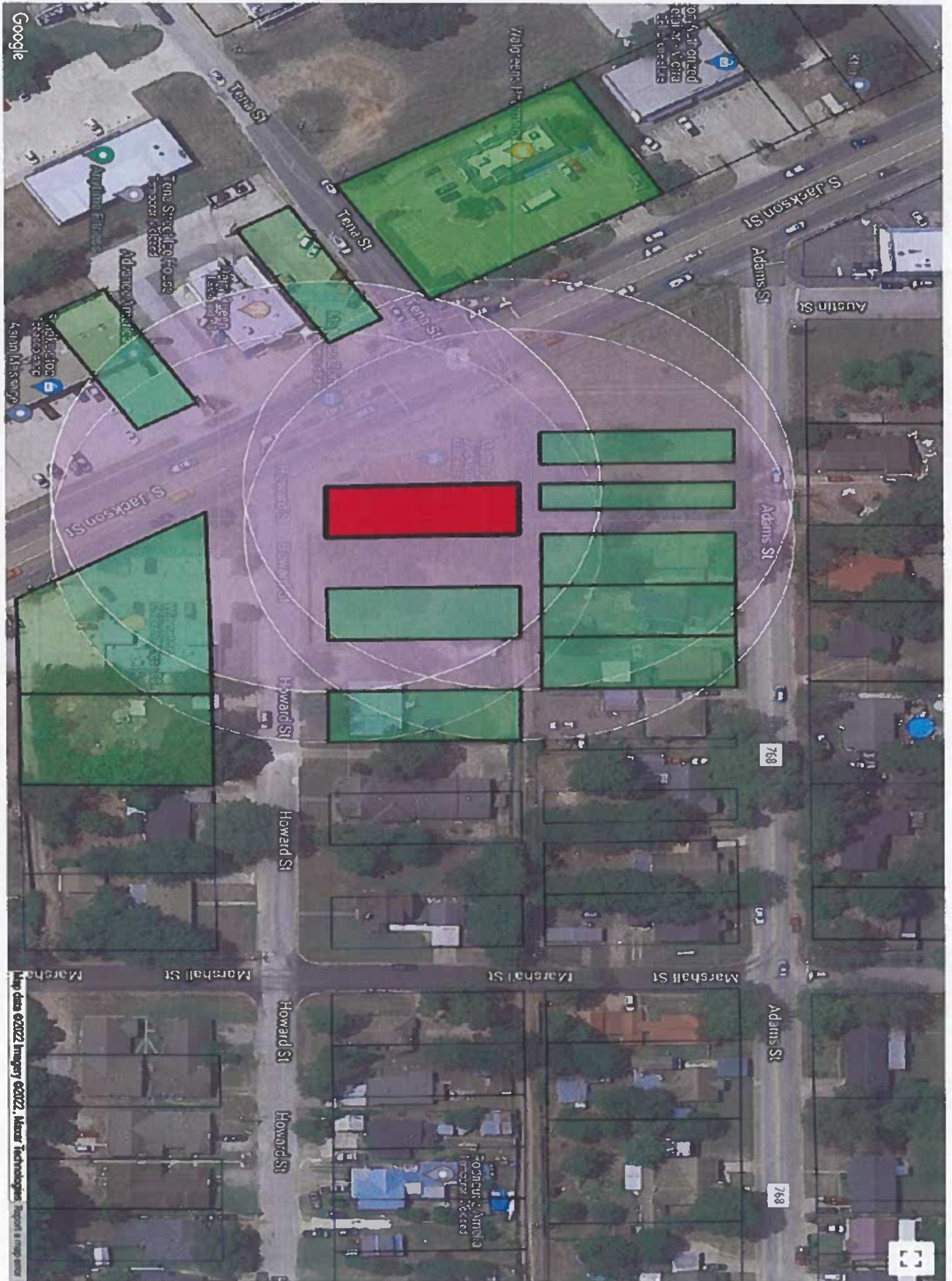
THE CITY OF JACKSONVILLE

CITY OF JACKSONVILLE PLANNING & ZONING COMMISSION NOTICE OF PUBLIC HEARING TUESDAY, JULY 19, 2022, AT 12:00 P.M. CITY HALL, 315 S. RAGSDALE STREET, JACKSONVILLE, TEXAS 75766.

The Planning & Zoning Commission will hold a public hearing for the following requests:

1. CONSIDER A REQUEST TO REZONE .6246 ACRES FROM (B- ONE AND TWO FAMILY) TO (G – COMMERCIAL), LOCATED AT JACKSON STREET AND HOWARD STREET.

This item is currently scheduled to appear before the City Council on Tuesday, August 9, 2022, at 6:00 P.M. in the Council Chambers of City Hall, 315 S. Ragsdale Street, Jacksonville, Texas, 75766.



Property Address	Zip Code	Owner Name
1321 S JACKSON JACKSONVILLE	75766	CAP NIKI JAX LLC
1329 S JACKSON ST	75766	MICROMONT HOLDINGS I LLC
1406 S JACKSON ST	75766	EQUITY TRUST COMPANY
1412 S JACKSON JACKSONVILLE	75766	GAYLORD ROBIN AND ELIZABETH
1501 S JACKSON ST	75766	BRUMBELOW,GENE H
1502 S JACKSON ST	75766	SELDEN PROPERTY GROUP LLC
1503 S JACKSON ST	75766	WANG,JOSEPH H & TINA I SING
705 HOWARD ST	75766	BOSWELL,STACI LEIGH
	75766	SUNSET ENTERPRISES INC
711 ADAMS ST	75766	EQUITY TRUST COMPANY
714 HOWARD ST	75766	HUGHES,JERRY & MONICA
	75766	PALAREA RUDOLFO & MARIA G
717 ADAMS ST	75766	SANDOVAL,LOURDES
723 ADAMS ST	75766	ESTRADA,JOSE MERCED & MARIA E ESTRAD/
727 ADAMS JACKSONVILLE	75766	HILL EMMA
	75766	SUNSET ENTERPRISES INC

Mailing Street	Mailing City,State,Ztip
2200 PACIFIC COAST HWY STE 305	HERMOSA BEACH, CA 90254
8140 WALNUT HILL LN STE 420	DALLAS ,TX 75231
14228 MIDWAY RD STE 204	DALLAS ,TX 75244
111 TWIN SPRINGS RANCH RD	WEATHERFORD, TX 75006
PO BOX 1632	JACKSONVILLE ,TX 75766
16797 GRESHAM CIR	FLINT ,TX 75762
423 7TH ST UNIT 112	OAKLAND ,CA 94607
705 HOWARD ST	JACKSONVILLE ,TX 75766
5614 REGENTS ROW	TYLER, TX 75703
14228 MIDWAY RD STE 204	DALLAS ,TX 75244
320 COUNTY ROAD 4108	JACKSONVILLE ,TX 75766
P O BOX 86	JACKSONVILLE, TX 75766
717 ADAMS ST	JACKSONVILLE ,TX 75766
36625 US HIGHWAY 69 N	JACKSONVILLE ,TX 75766
727 ADAMS ST	JACKSONVILLE, TX 75766
5614 REGENTS ROW	TYLER, TX 75703

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE ZONING ORDINANCE OF THE CITY OF JACKSONVILLE, TEXAS TO REZONE FROM ZONE "B"-ONE AND TWO FAMILY TO "G"-COMMERCIAL, LOTS 16 - 19, BLOCK 232, M. L. EARL'S 1914 MAP, CORNER OF HOWARD AND S. JACKSON CITY OF JACKSONVILLE, TEXAS; LESLIE FORD, APPLICANT.

WHEREAS, the City Council of the City of Jacksonville, Texas desires to rezone from Zone "b"- One and Two Family, to "G"- Commercial, Lots 16-19, Block 232, M. L. Earl's 1914 Map, Corner of Howard and S. Jackson, City of Jacksonville, Texas, Leslie Ford, Applicant.

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

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

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

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

SECTION 1. That from and after the effective date of this ordinance, Lots 16-19, Block 232, M. L. Earl's 1914 Map, Corner of Howard and S. Jackson, City of Jacksonville, Texas is hereby rezoned from Zone B"-One and Two Family, to "G"- Commercial

SECTION 2. That the City Council of the City of Jacksonville, Texas hereby determines that the proposed Special Use Permit for Residential unit incidental to primary permitted use will not:

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

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

PASSED AND ADOPTED THIS THE 9th DAY OF AUGUST, 2022.

MAYOR RANDY GORHAM

ATTEST: _____

CITY SECRETARY



Jacksonville City Council

AGENDA ITEM REPORT

AGENDA DATE:	<u>8/9/2022</u>	ITEM NUMBER:	<u>15.</u>
DEPARTMENT:	<u>Administration</u>	PREPARED BY:	<u>Greg Lowe, City Secretary</u>
INITIATED BY:	<u>James Hubbard, CITY MANAGER</u>	EXHIBITS:	<u>ORDINANCE calling Charter election 7.14.22 dbb (003)</u>

EXECUTIVE SUMMARY:

Back on December 8, 2020, the council formed a charter review committee for the purpose of reviewing the charter and making recommendations to council in regard to possible changes to the city charter. Over the last year and half, the committee has met numerous times. They have consulted with the city attorney regarding possible changes to the charter. In May of this year, the council met with the charter review committee and city attorney and heard the recommended modifications to the charter. Any modifications to the charter must be approved by the voters at an openly called election. This ordinance calls for a charter amendment election to take place November 8, 2022 for the citizens of Jacksonville to consider the recommended changes to the charter. In addition to the charter amendment election, this ordinance calls for a referendum by election to increase the Hotel Occupancy Tax by 2%. The city has purchased the county club at the golf course with the intent of making it an event center. This 2% increase in the HOT funds would be used to fund the operation of the event center.

RECOMMENDED ACTION:

Approve the ordinance calling for a charter amendment election and proposition to increase the Hotel Occupancy Tax by 2%.

BID AND AWARD:

BUDGET DATA:

BUDGET JUSTIFICATION:

BACKGROUND:**POLICY/GOAL CONSIDERATION:**

Assure the city charter is current with state law. Fund the operation of the new event center.

LEGAL:

Charter amendments are required by state law to go to the voters by Local Government Code Section 9.003.
An increase in the Hotel Occupancy tax is required to go to the voters by Local Government Code Section 334.024.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF JACKSONVILLE, TEXAS, ORDERING A SPECIAL ELECTION TO BE HELD IN THE CITY OF JACKSONVILLE, TEXAS, ON NOVEMBER 8, 2022 TO SUBMIT PROPOSITIONS TO THE REGISTERED VOTERS OF THE CITY OF JACKSONVILLE, TEXAS AS PROPOSED AMENDMENTS TO THE CITY CHARTER AND A PROPOSITION FOR A VENUE TAX IN ACCORDANCE WITH THE PROVISIONS OF CHAPTER 334, AS AMENDED, TEXAS LOCAL GOVERNMENT CODE AND OTHER APPLICABLE LAW.

WHEREAS, the City Council of the City of Jacksonville, Texas desires to hold a special election for the voters to consider proposed charter amendments to its home-rule charter; and

WHEREAS, the City Council of the City of Jacksonville, Texas hereby finds and determines that an election should be held to determine whether the Council shall be authorized to establish a Venue Project (as defined hereinafter) in accordance with the provisions of Chapter 334, as amended, Texas Local Government Code (the *Act*) and other applicable law and for the purposes hereinafter identified; and

WHEREAS, the Council has previously adopted Resolution No. _____ on August 5, 2022 (the *Comptroller's Resolution*) to provide for the planning, acquisition, establishment, development, construction, renovation, and financing of a Venue Project, specifically being an arena, coliseum, stadium, or other type of area or facility including any related infrastructure that is used or is planned for use for one or more professional or amateur sports events, community events, or other sports events, including promotional events and other civic or charitable events; and for which a fee for admission to the events is charged or is planned to be charged (the *City's Venue Project*); and;

WHEREAS, the Council has followed the procedures prescribed by the Act to obtain the determination from the Comptroller of Public Accounts of the State of Texas that the implementation of the Comptroller's Resolution will not have a significant negative fiscal impact on revenues of the State of Texas (the *State*); and

WHEREAS, the Council desires to present the qualified voters of the City, voting at an election hereby called and held in accordance with applicable law (the *Election*), to consider approval and implementation of the Comptroller's Resolution and designating the method of financing the City's Venue Project and payment of the costs of maintenance and operation thereof; and

WHEREAS, the Comptroller's Resolution designated the following method of financing for the City's Venue Project: the imposition of an additional hotel occupancy tax at a rate not to exceed two percent (2%) as and to the extent authorized by Subchapter H of the Act; and

WHEREAS, the Council hereby finds, determines, and declares for all constitutional and statutory purposes that the City's Venue Project will be owned, used and held for public

purposes by the City, and the City hereby adopts as applicable to and confirms the application of the provisions of Section 334.044 of the Act with respect to the City's Venue Project; and

WHEREAS, the City will conduct the Election in accordance with the laws of the State and applicable federal laws; and

WHEREAS, the City Council of the City of Jacksonville, Texas authorizes the Mayor to sign the order calling the Special Election and any subsequent orders adjusting the polling locations, dates and times that are subject to change due to agreements with the Cherokee County Elections Department and other joint election agreements up until the final posting deadline of such notice pursuant Texas Election Code ("Code") § 4.003(a)(b) and (c); and

WHEREAS, the City Council of the City of Jacksonville, Texas now desires to call a special election for the November 2022 election to the charter amendment propositions.

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

SECTION I

CALL OF A SPECIAL MUNICIPAL ELECTION

THAT a special election be held in the City of Jacksonville, Texas on the first Tuesday following the first Monday of the month of November, 2022, the same being the 8th day in November for the purpose of submitting the following measures contained in Exhibit A, attached and fully incorporated into this ordinance. Such measures are proposed charter amendments and a proposed venue tax and their language is incorporated to this order by reference herein.

SECTION II

EARLY VOTING BY PERSONAL APPEARANCE

(Subject to Change)

THAT the anticipated polling places for early voting by personal appearance for the election are:

ELECTIONS DEPARTMENT	138 W. 5 TH STREET RUSK, TX 75785
JACKSONVILLE PUBLIC LIBRARY	526 E. COMMERCE STREET JACKSONVILLE, TX 75766
THE RIVER CHURCH- ALTO	595 MARCUS STREET ALTO, TX 75925

Early voting by personal appearance shall be conducted between the hours and dates as follows:

Monday, October 24 – Friday October 28 8am-5pm
Saturday, October 29 8am-12pm
Sunday, October 30 1pm-5pm
Monday, October 31- Friday November 4 8am-5pm

SECTION III

EARLY VOTING BY MAIL

THAT early voting by mail ballot shall be conducted in accordance with applicable provisions of the Texas Election Code.

- A. The address of the Cherokee County Elections Office, 138 5th St. Rusk, Tx 75785 shall be the early voting clerk's mailing address to which ballot applications and ballots voted by mail may be sent for the City for Cherokee County residents.

SECTION IV

POLLING PLACES

(Subject to Change)

THAT the anticipated polling places listed below shall be open on Election Day from 7:00 a.m. to 7:00 p.m. on Tuesday, November 8th, 2022:

- A. For Cherokee County, at such locations as determined and posted by the Cherokee County Elections Officers. Initial Polling Places have been designated below.

GALLATIN CITY HALL	130 E. FIRST AVE GALLATIN, TX 75764
CRAFT BAPTIST CHURCH	245 CR 1629 JACKSONVILLE, TX 75766
FIRST CHRISTIAN CHURCH	1920 BEAUMONT ST JACKSONVILLE, TX 75766
SHADY GROVE BAPTIST	471 FM 2962 S. RUSK, TX 75785
RUSK CHURCH OF CHRIST	397 S. MAIN RUSK, TX 75785
THE RIVER CHURCH-WELLS	198 RUSK AVE. WELLS, TX 75976
THE RIVER CHURCH-ALTO	595 MARCUS ST. ALTO, TX 75925
MARANATHA WORSHIP CENTER	214 CR 2131 RUSK, TX 75785
MOUNT SELMAN METHODIST	135 CR 3701 BULLARD, TX 75757

EASTLAKE BAPTIST CHURCH	153 EASTDALE LN. BULLARD, TX 75757
COVE SPRINGS COMMUNITY CHURCH	4948 HWY 175 W. JACKSONVILLE, TX 75766
NEW HOPE BAPTIST	12580 FM 747 S. JACKSONVILLE, TX 75766
JACKSONVILLE PUBLIC LIBRARY	702 N. BOLTON JACKSONVILLE, TX 75766
AFTON GROVE BAPTIST	360 CR 4208 JACKSONVILLE, TX 75766
NEW SUMMERFIELD CHURCH OF CHRIST	155 CHURCH ST. NEW SUMMERFIELD, TX 75780
BLACKJACK BAPTIST	18214 HWY 110 S. TROUP, TX 75789

SECTION V METHOD OF VOTING

THAT use of Hart Verity Duo, and controller voting system, as the term is defined in the Texas Election Code, shall be utilized in connection with the election for Cherokee County residents. This system shall be utilized for early voting as well as for district voting conducted on Election Day. Kandace Herring is appointed as programmer, and he shall prepare a program for the automatic tabulating equipment. Ample voting equipment shall be provided for early voting and in the specific districts on Election Day. The central counting station is established as the Cherokee County Elections Office.

SECTION VI APPOINTMENT OF PRESIDING JUDGES

THAT the County Election office of Cherokee County will appoint the Early Voting Ballot Board, a Presiding Judge for the Early Voting Ballot Board, and a Presiding Judge for the Central Counting Station.

SECTION VII GOVERNING LAW

THAT the election will be held in accordance with the provisions of the Charter of the City of Jacksonville and the laws of the State of Texas. Notice of the election, including a Spanish translation thereof, will be published at least once in the local newspaper in accordance with the Texas Election Code and will be posted on the bulletin board at City Hall at 315 S. Ragsdale, Jacksonville, Texas.

THAT the City Council of the City of Jacksonville, Texas authorizes the Mayor to sign the order calling the Special Election and any subsequent orders adjusting the polling locations, dates and times that are subject to change due to agreements with Cherokee County Elections Department and other joint election agreements up until the final

posting deadline of such notice pursuant Texas Election Code (“Code”) § 4.003(a)(b) and (c).

SECTION VIII
TESTING OF AUTOMATIC TABULATING EQUIPMENT

THAT testing of the automatic tabulating equipment will be performed and notice thereof will be given in accordance with the Texas Election Code. Each County shall designate the tabulating equipment and personnel required under the Election Code.

SECTION IX
COMPENSATION FOR ELECTION WORKERS

THAT the rate of compensation for all polling workers will be decided by the Cherokee County Election Offices.

PASSED AND APPROVED: this 9th day of August 2022

CITY COUNCIL OF THE CITY OF
JACKSONVILLE, TEXAS

RANDY GORHAM, MAYOR

ATTEST:

GREG LOWE
CITY CLERK

APPROVED AS TO FORM:

D. BRETT BREWER
City Attorney

Exhibit A

PROPOSITION A

Shall the Charter of the City of Jacksonville, Texas be amended in various sections to remove provisions in conflict with state law and to remove specific state law references and instead require that the City shall act in accordance with state law and to exercise the powers conferred by the Constitution and laws of this State upon home rule cities?

Because certain sections of the Charter do not follow present State law or reference former state statutes that no longer exist, changes shall be made to those sections and subsections substantially as indicated with underlined words being amended additions and words struck through being amended deletions as follows:

Art. I Sec. 6. Extension of city limits by ordinance.

The city council shall have power by ordinance to fix the boundary limits of the city and to provide for the alteration and extension of said boundary limits, and the annexation of additional territory lying adjacent to the city, with or without the consent of the territory and inhabitants annexed. Any annexation or disannexation must comply with the terms and conditions of state law and further comply with any procedures set out in this chapter and by ordinance of the city council. ~~Upon the introduction of any such ordinance in the city council, it shall be published one time in a newspaper of general circulation, published in the city, and said ordinance shall not thereafter be finally acted upon until at least thirty (30) days have elapsed after the publication thereof; and upon the final passage of any such ordinance the boundary limits of the city shall thereafter be as fixed in such ordinance; provided, however, that any citizen of the city or of the territory to be annexed shall have the right to be heard at a hearing on such ordinance at a date set by the city council within the body of the ordinance as passed; and after such citizen or citizens shall have been given an opportunity to be heard such ordinance in its original or in an amended form, as said city council in its judgment may determine, shall be finally passed~~

Art I Sec. 8. Extension of city limits by voluntary petition not unanimous.

~~Whenever a majority of the qualified voters who are citizens of the state and inhabitants of any territory and property owners of the property within said territory adjoining the city as said territory may be designated by the city council, or in case there are no qualified voters owning property in said territory, and no inhabitants thereof, then when persons owning a majority of the~~

~~land in area in said territory desire the annexation of such territory to the city, they may present a written petition to that effect to the city council and shall attach to said petition the affidavit of one or more of their number to the effect that said petition is signed by a majority of the qualified voters residing in said territory and owning property therein, or in case there are no qualified voters residing in said territory and owning property therein, said affidavit shall be to the effect that there are none and that the persons signing said petition own a majority of the land in area in said territory, and said affidavit shall further state the names and addresses of the qualified voters, inhabitants and property owners who have not signed said petition, and they shall be given notice of said petition and shall have the right to be heard at the time and place set by said notice before the same may be acted upon; and in either event the same shall be acknowledged by the signers thereof in order that the same may be recorded in the deed records of Cherokee County, Texas, and thereupon the city council may by ordinance annex such territory to the city and from thenceforth the said territory shall be a part of the city, and the inhabitants thereof shall be entitled to all the rights and privileges of other citizens and shall be bound by the acts, ordinances, resolutions and regulations of said city.~~

Art. 1 Sec. 14. Zoning.

The City of Jacksonville shall have the powers granted by ~~chapter 283 of the general and special laws of the Fortieth Legislature of the State of Texas, specifically, to wit: Articles 1011a—1011j, inclusive, and all amendments thereto heretofore or hereinafter made in addition to the powers provided for in Article 1175 (subdivision 26) of the Revised Civil Statutes of the State of Texas~~ state law, except as may hereafter be denied, limited or extended. Such powers conferred include the power to divide the City into zones or districts and to establish building lines, within such zones or districts or otherwise, and to make different regulations for different zones or districts and thereafter alter same. The City is empowered to create a commission or board to carry out the powers of this section and may provide for the creation of a commission or board to hear appeals or review for the purpose of hearing and deciding on appeals from and reviewing any order, requirement, decision or determination of the City in carrying out the powers and authority herein conferred, provided the authority and power herein conferred shall not be construed as a limitation on any other power and authority conferred by State law. Further, the City shall have all powers, privileges and immunities conferred by State law for cities of more than 5,000 electing home rule. This provision shall not be construed to preclude the City from exercising all powers of local government not inhibited by the constitution and laws of the State of Texas, the purpose of this charter being to secure to the City all powers conferred by the constitution and laws of this state upon cities having more than 5000 inhabitants.

Art. II Sec. 3. Vacancies.

Where a vacancy in any place on the council shall occur, the vacant place ~~my~~ [may] be appointed by a majority of the remaining members. The appointee shall serve until the next general municipal election. ~~However, in lieu of filling the vacancy by appointment, the city council may order a special election to fill the vacancy in accordance with state law if there are twelve months or less remaining on the unexpired term of the vacated position. If there are more~~

than twelve months remaining on the unexpired term of the vacated position, such vacancy shall be filled by majority vote at a special election called within 120 days after such vacancy occurs.-

The proposition on the ballot shall state as follows:

PROPOSITION A

“Shall the Charter of the City of Jacksonville, Texas be amended in various sections to remove provisions in conflict with state law and to remove specific state law references and instead require that the City shall act in accordance with state law and to exercise the powers conferred by the Constitution and laws of this State upon home rule cities?”

FOR _____
AGAINST _____

PROPOSITION B

Shall the Charter of the City of Jacksonville, Texas be amended in various sections to eliminate the use of gender specific nouns and pronouns?

If this proposition passes, numerous sections of the present version of the Charter would be changed substantially as follows:

Excerpt from Art. II Sec. 4 concerning duties of the Mayor:

...

The Mayor~~He~~ shall vote as a member of said council on all matters coming before the body. The Mayor~~He~~ shall sign all bonds, warrants, and other official documents and exercise all the powers and perform all duties imposed upon the Mayor~~him~~ as such ~~chairman, or mayor,~~ by this charter and by the ordinances and resolutions of the city council.

Art. VI Sec. 1. Qualifications.

The city manager shall be chosen by the city council solely on the basis of ~~his~~ executive and administrative qualifications with special reference to ~~his~~ actual experience in, or ~~his~~ knowledge

of, accepted practice in respect to the duties of ~~his~~ office as hereinafter set forth. At the time of ~~his~~ appointment ~~he~~ the City Manager need not be a resident of the city or state, but while in office ~~during his tenure of office~~ the City Manager ~~he~~ shall reside within the city limits.

The proposition on the ballot shall state as follows:

PROPOSITION B

“Shall the Charter of the City of Jacksonville, Texas be amended in various sections to eliminate the use of gender specific nouns and pronouns?”

FOR _____
AGAINST _____

PROPOSITION C

Shall the Charter of the City of Jacksonville, Texas be amended in various sections to eliminate the use of the terms *chairman, vice-chairman, city secretary, corporation court* and *city recorder* and replace those terms with *mayor, mayor pro tem, city clerk, municipal court* and *municipal judge*, respectively?

If this proposition passes, numerous sections of the present version of the Charter would be changed substantially as follows with underlined words being amended additions and words struck through being amended deletions:

Art. II Sec. 13. Proof of ordinance.

An ordinance of the City of Jacksonville may be proved prima facie by a printed code of ordinances purporting to be printed by authority of the city, or by a copy of the ordinance certified by the city ~~clerk~~secretary to be a true copy of the same, or by the city ~~clerk~~secretary's official record thereof.

Art. V Sec. 3. Municipal Judge~~City recorder~~.

There shall be a magistrate of the ~~municipal~~corporation court known as the ~~municipal~~city judge who shall be appointed by the city council at any time for a term of two (2) years. The Municipal Judge~~He~~ may be removed by the city council at any time for incompetency,

misconduct, malfeasance, or disability. He or she shall receive such salary as the city council may fix from time to time. The city council shall appoint an associate judge to serve in the event of the failure of the Municipality J judge to act for any reason. All costs and fines imposed by the Municipaleorporation court, or by any court in cases appealed from judgments of the Municipaleorporation Ceourt, shall be paid into the city treasury for the use and benefit of the city.¹

Art. II Sec. 6. Meetings.

The city council shall meet as may be prescribed by ordinance, but it shall meet at least once a month. The chairman, or mayor, or any two (2) councilmemembersn, may call special meetings of the city council at any time deemed advisable.

The proposition on the ballot shall state as follows:

PROPOSITION C

“Shall the Charter of the City of Jacksonville, Texas be amended in various sections to eliminate the use of the terms *chairman, vice-chairman, city secretary, corporation court* and *city recorder* and replace those terms with *mayor, mayor pro tem, city clerk, municipal court* and *municipal judge*, respectively?”

FOR _____
AGAINST _____

PROPOSITION D

Shall Art. I, Sect. 14 of the Charter of the City of Jacksonville, Texas be amended to clarify that the City’s zoning powers encompass all those conferred by the constitution and laws of this State upon cities having more than five thousand inhabitants?

¹ Pronouns will change only if Proposition B passes.

This proposition would amend the specifically listed section and subsection below as indicated with underlined words being amended additions and words struck through being amended deletions. The remainder of the sections and subsections with no listed amendments remain unchanged and in full force and effect unless expressly amended by another proposition passed during the same election:

Art. I Sec. 14. Zoning.

The City of Jacksonville shall have the powers granted by state law ~~chapter 283 of the general and special laws of the Fortieth Legislature of the State of Texas, specifically, to wit: Articles 1011a—1011j, inclusive, and all amendments thereto heretofore or hereinafter made in addition to the powers provided for in Article 1175 (subdivision 26) of the Revised Civil Statutes of the State of Texas, except as may hereafter be denied, limited or extended.~~ Such powers conferred include the power to divide the City into zones or districts and to establish building lines, within such zones or districts or otherwise, and to make different regulations for different zones or districts and thereafter alter same. The City is empowered to create a commission or board to carry out the powers of this section and may provide for the creation of a commission or board to hear appeals or review for the purpose of hearing and deciding on appeals from and reviewing any order, requirement, decision or determination of the City in carrying out the powers and authority herein conferred, provided the authority and power herein conferred shall not be construed as a limitation on any other power and authority conferred by State law. Further, the City shall have all powers, privileges and immunities conferred by State law for cities of more than 5,000 electing home rule. This provision shall not be construed to preclude the City from exercising all powers of local government not inhibited by the constitution and laws of the State of Texas, the purpose of this charter being to secure to the City all powers conferred by the constitution and laws of this state upon cities having more than 5,000 inhabitants.

The proposition on the ballot shall state as follows:

PROPOSITION D

“Shall Art. I, Sect. 14 of the Charter of the City of Jacksonville, Texas be amended to clarify that the City’s zoning powers encompass all those conferred by the constitution and laws of this State upon cities having more than five thousand inhabitants?”

FOR _____
AGAINST _____

PROPOSITION E

Shall Art. II, Sect. 1 of the Charter of the City of Jacksonville, Texas be amended to remove from the Council the ability to increase the number of its council members and the corresponding number of precincts or districts and instead require an election to change the Charter in order to change the number of council members?

This proposition would amend the specifically listed section and subsection below as indicated with underlined words being amended additions and words struck through being amended deletions. The remainder of the sections and subsections with no listed amendments remain unchanged and in full force and effect unless expressly amended by another proposition passed during the same election:

Art. II Sec. 1. Number, selection and term of office.

The city council shall be composed of ~~not less than~~ five (5) members, who, unless sooner removed under the provisions of this charter, shall hold their office for a term of ~~two~~three (3) years, more or less, beginning on the date of their qualifying for said office and ending on the date that their successor, after having been duly elected, has qualified. Any change in the number of councilmembers may occur only by amendment to this Charter. ~~The city council shall have the right by ordinance duly adopted to increase the number of its council members from five (5) to seven (7) members, and at a later date to nine (9) members and set the terms of said offices for a period of time not to exceed two (2) years, more or less, as previously stated.~~ The city council shall provide by ordinance duly adopted for the election of four (4) of its membership from four (4) separate and distinct election precincts which shall be numbered one, two, three and four, and the fifth member shall be elected from the city at large and shall be elected to Place No. 5, and shall by virtue of said election automatically be the ~~chairperson or~~ Mayor of the City of Jacksonville, Texas, for the term of office for which the member is elected. The city council shall require that for a member of the city council to be eligible for election to said council that the candidate be a resident of the precinct in which the person is a candidate for election. ~~The city council shall have the right to provide by ordinance duly adopted for separate polling places or a central polling place as deemed necessary; however, in no event (unless ordered by a final judgment of a court of competent jurisdiction) shall the city council change the number of precincts or their boundaries more than one time during any ten (10) year period following each preceding federal census beginning after the year 1980, or any other lesser period in the event the census is taken more frequently than once each ten (10) years. Nothing in this charter provision shall prohibit the city council from annexing territory adjacent to its corporate limits as~~

~~prescribed by this charter and by law and increasing the size of any precinct that is adjacent to the newly annexed territory.²~~

The proposition on the ballot shall state as follows:

PROPOSITION E

“Shall Art. II, Sect. 1 of the Charter of the City of Jacksonville, Texas be amended to remove from the Council the ability to increase the number of its council members and the corresponding number of precincts or districts and instead require an election to change the Charter in order to change the number of council members?”

FOR _____
AGAINST _____

PROPOSITION F

Shall Art. II Sect. 1 of the Charter of the City of Jacksonville, Texas be amended to remove as unnecessary provisions adopting polling places and limiting the number of precincts?

This proposition would amend the specifically listed section and subsection below as indicated with underlined words being amended additions and words struck through being amended deletions. The remainder of the sections and subsections with no listed amendments remain unchanged and in full force and effect unless expressly amended by another proposition passed during the same election:

Art. II Sec. 1. Number, selection and term of office.

The city council shall be composed of ~~not less than~~ five (5) members, who, unless sooner removed under the provisions of this charter, shall hold their office for a term of ~~two~~three (32) years, more or less, beginning on the date of their qualifying for said office and ending on the date that their successor, after having been duly elected, has qualified. Any change in the number

² The term of office, polling place provisions and removal of the words “chairperson or” will be changed in this section only if the relevant propositions mandating such changes are passed.

~~of councilmembers may occur only by amendment to this Charter. The city council shall have the right by ordinance duly adopted to increase the number of its council members from five (5) to seven (7) members, and at a later date to nine (9) members and set the terms of said offices for a period of time not to exceed two (2) years, more or less, as previously stated.~~ The city council shall provide by ordinance duly adopted for the election of four (4) of its membership from four (4) separate and distinct election precincts which shall be numbered one, two, three and four, and the fifth member shall be elected from the city at large and shall be elected to Place No. 5, and shall by virtue of said election automatically be the ~~chairperson or~~ Mayor of the City of Jacksonville, Texas, for the term of office for which the member is elected. The city council shall require that for a member of the city council to be eligible for election to said council that the candidate be a resident of the precinct in which the person is a candidate for election. ~~The city council shall have the right to provide by ordinance duly adopted for separate polling places or a central polling place as deemed necessary; however, in no event (unless ordered by a final judgment of a court of competent jurisdiction) shall the city council change the number of precincts or their boundaries more than one time during any ten (10) year period following each preceding federal census beginning after the year 1980, or any other lesser period in the event the census is taken more frequently than once each ten (10) years. Nothing in this charter provision shall prohibit the city council from annexing territory adjacent to its corporate limits as prescribed by this charter and by law and increasing the size of any precinct that is adjacent to the newly annexed territory.~~³

The proposition on the ballot shall state as follows:

PROPOSITION F

“Shall Art. II Sect. 1 of the Charter of the City of Jacksonville, Texas be amended to remove as unnecessary provisions adopting polling places and limiting the number of precincts?”

FOR _____
AGAINST _____

PROPOSITION G

³ The provisions limiting the change in number of councilmembers, term of office and removal of the words “chairperson or” will be changed in this section only if the relevant propositions mandating such changes are passed.

Shall Art. II, Sect. 2 of the Charter of the City of Jacksonville, Texas be amended to change the removal of a council member from office for missing three (3) consecutive meetings from occurring automatically to making such removal contingent upon a vote of the Council?

This proposition would amend the specifically listed section and subsection below as indicated with underlined words being amended additions and words struck through being amended deletions. The remainder of the sections and subsections with no listed amendments remain unchanged and in full force and effect unless expressly amended by another proposition passed during the same election:

Art. II Sec. 2. Qualifications.

Each candidate for a seat on the city council shall be a citizen of the United States of America and a registered voter of the State of Texas and a resident of the district in which the person is a candidate; or in the event of a person who is a candidate for Place No. 5, Mayor, the person must be a resident of the city. A candidate shall be a minimum of twenty-one (21) years of age and shall have a minimum length of residence of twelve (12) continuous months immediately preceding election day. ~~Each councilman shall not be indebted to the City of Jacksonville at the time of his election nor shall he be in arrears in the payment of any taxes or other liability due the city, nor be disqualified by reason of any provision of any other section of this charter.~~ Any member of the city council ceasing to possess any of the qualifications specified in this section or any other section of this charter, or any member convicted of a felony while in office ~~or who absents himself from three (3) consecutive regular council meetings without the prior consent of said council in resolution form recorded in the minutes,~~ shall immediately forfeit the place to which such member~~he~~ was elected, which forfeiture shall be automatic and effective upon the certification by the city ~~secretary to the effect that the minutes of the last three (3) regular meetings reflect that said councilman was absent and that no prior written consent in the manner required was obtained and recorded in the minutes; provided, however, that no councilman shall become indebted to said city at any time during the term of office except as to such indebtedness as may arise out of levy of taxes or assessments of the city.~~ ~~No councilman shall hold any other public office of emolument and no city councilman shall be interested in the profits or emoluments of any contracts, jobs, work or service for the city.~~ A member of the council elected by a single member district who moves from the precinct that elected said member during the term for which said member was elected shall immediately forfeit the office. The ~~chairperson, or~~ mayor, who moves from the city during the term for which the person was elected shall immediately forfeit the office, in which event, the ~~vice-chairperson, or~~ mayor pro tem shall serve until a successor has been duly elected and qualified, which vacancy shall be filled as any other vacancy on the city council. If any member of the city council shall be absent from three (3) consecutive council meetings, the city council may vote to

immediately remove such council member from office. If any member of the council is removed in accordance with this section or otherwise leaves office before expiration of that member's term of office, the council may declare a vacancy and fill such vacancy in accordance with Article II Section 3 hereof.⁴

The proposition on the ballot shall state as follows:

PROPOSITION G

“Shall Art. II, Sect. 2 of the Charter of the City of Jacksonville, Texas be amended to change the removal of a council member from office for missing three (3) consecutive meetings from occurring automatically to making such removal contingent upon a vote of the Council?”

FOR _____
AGAINST _____

PROPOSITION H

Currently, only the Mayor has term limits, consisting of three 2-year terms. Shall the Charter of the City of Jacksonville, Texas be amended to change the term of office for members of the Council (including the Mayor) from 2-year terms to 3-year terms, alter the elections calendar to accommodate the change from 2-year terms to 3-year terms and to create term limits of no more than 3 consecutive 3-year terms? New terms and term limits would be effective beginning the May following the passage of this Proposition.

This proposition would amend the specifically listed section and subsection below as indicated with underlined words being amended additions and words struck through being amended

⁴ The changes to this section involving disqualification from office for indebtedness or taxes owed shall be removed only if Proposition A passes. The removal of gender specific pronouns occurring in this section shall be removed only if Proposition B passes. The reference to “chairperson” shall be removed only if Proposition C passes.

deletions. The remainder of the sections and subsections with no listed amendments remain unchanged and in full force and effect unless expressly amended by another proposition passed during the same election:

Art. II Sec. 4. Limitation on term of office of ~~councilmembers, including the~~chairperson, or mayor, and duties of the ~~mayor~~presiding officer.

Notwithstanding any other provision of this charter, no person shall ~~be elected to serve in the capacity to which such person may be elected for more than three consecutive three-year terms. A portion of a three-year term does not count as a term of office for purposes of calculating term limits. Nothing herein shall prevent a person elected to serve three consecutive terms as city council member from a single member district to run for mayor for a term beginning immediately upon the expiration of a third term as city councilmember or vice versa. Further, nothing herein shall be construed to prevent a person from running for city council after having served three consecutive terms in such position so long as at least one year has elapsed upon expiration of such person's third term and commencement of such person's forth term. This provision shall only apply to terms of election after adoption hereof. For clarity, incumbents prestntly in office on the city council at the time of the adoption of this provision, including the mayor, are eligible to be re-elected three additional consecutive terms beginning with the next election cycle for each of their offices. serve as mayor longer than six (6) consecutive years.~~ The ~~chairman, or~~ mayor, shall be the presiding officer at the meetings of the city council and shall be recognized as the head of the city government for all ceremonial purposes and be the governor for purposes of military law, but shall have no regular administrative duties. He shall vote as a member of said council on all matters coming before the body. ~~The mayor~~He shall sign all bonds, warrants, and other official documents and exercise all the powers and perform all duties imposed upon ~~mayorhim~~ as such ~~chairman, or mayor,~~ by this charter and by the ordinances and resolutions of the city council. The city council shall elect, immediately following the election of the ~~chairman, or~~ mayor, a ~~vice-chairman, or~~ mayor pro tem who shall act as chairman, or mayor, during the absence or disability of the ~~chairman, or~~ mayor.⁵

The proposition on the ballot shall state as follows:

PROPOSITION H

⁵ The removal of gender specific pronouns occurring in this section shall be made only if Proposition B passes. The reference to "chairman" and "vice-chairman" shall be removed only if Proposition C passes.

Currently, only the Mayor has term limits, consisting of three 2-year terms. Shall the Charter of the City of Jacksonville, Texas be amended to change the term of office for members of the Council (including the Mayor) from 2-year terms to 3-year terms, alter the elections calendar to accommodate the change from 2-year terms to 3-year terms and to create term limits of no more than 3 consecutive 3-year terms? New terms and term limits would be effective beginning the May following the passage of this Proposition

FOR _____
AGAINST _____

PROPOSITION I

Currently Art. II, Sect. 7 of the Charter of the City of Jacksonville, Texas requires all members present to vote on every ordinance or resolution brought before the Council and the refusal of any member to vote is to be counted as a vote in favor of a measure. Shall Art. II, Sect. 7 be amended to remove the provision requiring all members present to vote on every ordinance or resolution and further removing the provision counting any refusal to vote as a vote in favor of the measure?

This proposition would amend the specifically listed section and subsection below as indicated with underlined words being amended additions and words struck through being amended deletions. The remainder of the sections and subsections with no listed amendments remain unchanged and in full force and effect unless expressly amended by another proposition passed during the same election:

Art. II Sec. 7. Quorum.

Any three (3) members of the city council shall constitute a quorum for the transaction of business and the affirmative vote of three (3) members of the city council shall be necessary to adopt or repeal any ordinance or resolution except as otherwise provided herein or by law. All "affirmative" and "negative" votes shall be recorded in connection with the adoption of the city council on any and all matters and duly entered in the minutes of the proceedings. ~~All members present shall vote upon every ordinance or resolution and the refusal of any councilman to vote shall be entered in the minutes and shall be counted as voting in the affirmative.~~

The proposition on the ballot shall state as follows:

PROPOSITION I

“Currently Art. II, Sect. 7 of the Charter of the City of Jacksonville, Texas requires all members present to vote on every ordinance or resolution brought before the Council and the refusal of any member to vote is to be counted as a vote in favor of a measure. Shall Art. II, Sect. 7 be amended to remove the provision requiring all members present to vote on every ordinance or resolution and further removing the provision counting any refusal to vote as a vote in favor of the measure?”

FOR _____
AGAINST _____

PROPOSITION J

Shall Art. II, Sect. 10 of the Charter of the City of Jacksonville, Texas be amended to require the favorable vote of a simple majority of the quorum present to pass an emergency measure, rather than requiring the favorable vote of four or more councilmembers?

This proposition would amend the specifically listed section and subsection below as indicated with underlined words being amended additions and words struck through being amended deletions. The remainder of the sections and subsections with no listed amendments remain unchanged and in full force and effect unless expressly amended by another proposition passed during the same election:

Art. II Sec. 10. Enactment of ordinance.

The council shall legislate by ordinance only, and the enacting clause of every ordinance shall be "Be It Ordained By The City Council of the City of Jacksonville." Before any ordinance shall be adopted, the city attorney shall approve such ordinance in writing or shall file with the

city ~~clerk~~secretary ~~any~~his written legal objections thereto. Every ordinance enacted by the council shall be signed by the mayor, mayor pro tem, or by two (2) councilmembers~~n~~, and be filed with and recorded by the city ~~clerk~~secretary before the same shall become effective. Unless otherwise provided by law or this charter, no ordinance shall become effective until the expiration of ten (10) days following the date of its final passage, except where an ordinance relating to the immediate preservation of the public health, peace or safety, is adopted as an emergency measure by the favorable vote of a majority of the council ~~presents of four (4) or more of the councilmen~~ and contains a statement of the nature of the emergency. ⁶

The proposition on the ballot shall state as follows:

PROPOSITION J

“Shall Art. II, Sect. 10 of the Charter of the City of Jacksonville, Texas be amended to require the favorable vote of a simple majority of the quorum present to pass an emergency measure, rather than requiring the favorable vote of four or more councilmembers?”

FOR _____
AGAINST _____

PROPOSITION K

Shall Art. II, Sec. 17 of the Charter of the City of Jacksonville, Texas be amended to update audit requirements by providing a time within which an audit is to be made, require the auditor to be independent of the City, and change the public availability of the audit from a summary published in the newspaper to the full auditor’s report to be available at city hall, with the City Secretary, at the public library and on the City’s website?

This proposition would amend the specifically listed section and subsection below as indicated with underlined words being amended additions and words struck through being amended deletions. The remainder of the sections and subsections with no listed amendments remain

⁶ Reference to “city secretary” will change only if Proposition C passes. The change from councilmen to councilmembers will change only if Proposition B passes.

unchanged and in full force and effect unless expressly amended by another proposition passed during the same election:

Art. II Sec. 17. Audit.

~~The city council shall cause a continuous audit of the books and accounts of all records and transactions, of the administration of the affairs of the city, such audit to be made annually, embracing each fiscal year, and shall be made by a certified public accountant. The duty of such accountant shall include the certification of all statements required. Such statements shall include a general balance sheet showing summaries of income and expenditures and also comparisons in proper classification with the last previous audit; such summary shall be published in a newspaper published in the City of Jacksonville, one (1) time within ten (10) days after completion of such audit.~~ Not less than thirty (30) nor more than ninety (90) days prior to the end of each fiscal year the Council shall designate a qualified certified public accountant who, as of the end of the fiscal year, shall make an independent audit of accounts and other evidences of financial transactions of the city government and shall submit a report to the Council and to the City Manager. The original reports shall be kept among the permanent records of the city, a copy of which shall be accessible for inspection by the public at the City Hall, and additional copies shall be filed with the (1) City Secretary within the time required by law, (2) Jacksonville Public Library and made available on the City's website. Such accountant shall have no personal interest, direct or indirect, in the fiscal affairs of the city government or of any of its officers. He or she shall not maintain any accounts or records of the city business, but, within specifications approved by the Council, shall post-audit the books and documents kept by the Department of Finance and any separate or subordinate accounts kept by any other office, department or agency of the city government. Special audits shall be made when deemed necessary by the Council.

The proposition on the ballot shall state as follows:

PROPOSITION K

“Shall Art. II, Sec. 17 of the Charter of the City of Jacksonville, Texas be amended to update audit requirements by providing a time within which an audit is to be made, require the auditor to be independent of the City, and change the public availability of the audit from a summary published in the newspaper to the full auditor’s report to be available at city hall, with the City Secretary, at the public library and on the City’s website?”

FOR _____
AGAINST _____

PROPOSITION L

Shall Art. III, Sec. 1 of the Charter of the City of Jacksonville, Texas be amended to change -the procedure for election to the City Council from election by majority to election by majority only if there are two candidates or four or more candidates for office? If there are three or fewer candidates for any office, election would be by plurality.

This proposition would amend the specifically listed section and subsection below as indicated with underlined words being amended additions and words struck through being amended deletions. The remainder of the sections and subsections with no listed amendments remain unchanged and in full force and effect unless expressly amended by another proposition passed during the same election:

Art. III Sec. 1. Election of councilmembers~~ns~~.

Precinct Nos. 1 and 3 and Place No. 5 beginning in ~~2023~~1977 and in ~~every third (3rd)~~each odd-numbered year thereafter shall hold an election to elect two (2) members and a ~~chairperson, or~~ mayor, respectively to the city council, and Precincts Nos. 2 and 4 beginning in ~~2024~~1978, and in ~~every third (3rd)~~each even-numbered year thereafter shall hold an election to elect a member to the city council; ~~however, in the year 1977 following the adoption of the Proposed Charter Amendment No. 1A, an election shall be held in Precincts Nos. 2 and 4 to elect members therefrom for a term of one year, more or less, until their successor has been duly elected and qualified. In the event the city council should ever increase the size of the council to seven (7) members, it shall create at that time seven (7) separate and distinct voting precincts and each even-numbered precinct shall hold its election on even-numbered years, and each odd-numbered precinct shall hold its election on odd-numbered years, except for the first election after the creation of such precincts, in which event, both precincts shall hold an election with the terms of office being for one or two (2) years depending on the year in which the election is held, and the same provisions shall apply in the event the council should ever increase its size from seven (7) to nine (9) members.~~ At every regular election and at every special election called to fill one or more vacant places on the council, election to each place on the council shall be by a majority of all the votes cast for such place at such election in the event there are four (4) or more candidates or two (2) candidates for any place on the council. In the event there are three (3) candidates for any place on the council, the election shall be by plurality of all votes cast for such place at such election. In every such election each qualified voter shall vote for only one candidate for each council place to be filled.⁷

⁷ The timing of the election will only be changed if Proposition H passes. The statement concerning the increases in size of the council will only change if Proposition E passes.

The proposition on the ballot shall state as follows:

PROPOSITION L

“Shall Art. III, Sec. 1 of the Charter of the City of Jacksonville, Texas be amended to change the procedure for election to the City Council from election by majority to election by majority only if there are two candidates or four or more candidates for office? If there are three or fewer candidates for any office, election would be by plurality.”

FOR _____
AGAINST _____

PROPOSITION M

Shall Art. V, Sec. 2 of the Charter of the City of Jacksonville, Texas be amended to clarify that the city secretary (city clerk) is appointed and removed upon recommendation of the city manager with approval of the City Council?

This proposition would amend the specifically listed section and subsection below as indicated with underlined words being amended additions and words struck through being amended deletions. The remainder of the sections and subsections with no listed amendments remain unchanged and in full force and effect unless expressly amended by another proposition passed during the same election:

Art V. Sec. 2. City Clerk~~secretary~~.

Upon recommendation by the city manager and approval by the city council, there shall be designated an officer of the Ccity to serve as city clerk~~secretary~~. The city clerk shall be appointed upon recommendation by the city manager and confirmed by a majority vote of the council, and may be removed by the city manager with the approval of the city council.

The city clerk~~He~~ shall give notices of city council~~its~~ meetings, shall keep the journal of its proceedings, shall authenticate by the city clerk's~~his~~ signature and record in full in a book kept and indexed for that~~the~~ purpose all ordinances and resolutions, and shall perform such other duties as the city council shall assign ~~to him~~, and those elsewhere provided for in this Charter. ⁸

⁸ The term “city clerk” shall be changed from “city secretary” only if Proposition C passes. The removal of gender specificity shall be made only if Proposition B passes.

The proposition on the ballot shall state as follows:

PROPOSITION M

“Shall Art. V, Sec. 2 of the Charter of the City of Jacksonville, Texas be amended to clarify that the city secretary (city clerk) is appointed and removed upon recommendation of the city manager with approval of the City Council?”

FOR _____
AGAINST _____

PROPOSITION N

Shall Art. V, Sect. 8 of the Charter of the City of Jacksonville, Texas be amended to remove the requirement that the City Council make bonds of all officers and employees of the City as an unnecessary requirement and expense and instead make such bonding optional at the discretion of the City Council?

This proposition would amend the specifically listed section and subsection below as indicated with underlined words being amended additions and words struck through being amended deletions. The remainder of the sections and subsections with no listed amendments remain unchanged and in full force and effect unless expressly amended by another proposition passed during the same election:

Art. V Sec. 8. Official bonds.

The city council ~~mayshall~~ require official bonds of all officers and employees of the city in such amounts as said council may from time to time fix by ordinance or resolution, and conditioned for the faithful accounting of all credits and things of value coming into the hands of such officials or employees.

The proposition on the ballot shall state as follows:

PROPOSITION N

“Shall Art. V, Sect. 8 of the Charter of the City of Jacksonville, Texas be amended to remove the requirement that the City Council make bonds of all officers and employees of the City as an unnecessary requirement and expense and instead make such bonding optional at the discretion of the City Council?”

FOR _____
AGAINST _____

PROPOSITION O

Shall the Charter of the City of Jacksonville, Texas be amended to delete Art. V, Sect. 9 as an unnecessary requirement and expense because an ordinance setting out the duties and qualifications of each employee is not needed?

This proposition would amend the specifically listed section and subsection below as indicated with underlined words being amended additions and words struck through being amended deletions. The remainder of the sections and subsections with no listed amendments remain unchanged and in full force and effect unless expressly amended by another proposition passed during the same election:

~~Art. V. Sec. 9. Qualifications and duties of employees.~~

~~The qualifications, duties and emoluments of all officers and employees of the City of Jacksonville shall be defined and prescribed by ordinance duly enacted by the city council, not in conflict with the provisions of this Charter, but until such ordinances are enacted and put into operation, the qualifications, duties and emoluments now prescribed by the ordinances of the City of Jacksonville and the laws of the State of Texas shall govern and be in force.~~

The proposition on the ballot shall state as follows:

PROPOSITION O

“Shall the Charter of the City of Jacksonville, Texas be amended to delete Art. V, Sect. 9 as an unnecessary requirement and expense because an ordinance setting out the duties and qualifications of each employee is not needed?”

FOR _____
AGAINST _____

PROPOSITION P

shall Art. VII Section 2 of the Charter of the City of Jacksonville, be amended to remove the existing provision containing a lengthy list of items for the City Manager to cover in the annual budget and replace with a requirement for the City Manager to prepare the budget to set out a complete plan for the year and allow for budgeting methods permitted under state law?

This proposition would amend the specifically listed section and subsection below as indicated with underlined words being amended additions and words struck through being amended deletions. The remainder of the sections and subsections with no listed amendments remain unchanged and in full force and effect unless expressly amended by another proposition passed during the same election:

Art. VII Sec. 2. Preparation and submission of budget.

~~The city manager, between thirty (30) and ninety (90) days prior to the beginning of each fiscal year, shall submit to the city council a proposed budget which shall provide a complete financial plan for the fiscal year, and shall contain the following:~~

- ~~(1) A budget message, explanatory of the budget, which shall contain an outline of the proposed financial policies of the city for the fiscal year, shall set forth the reasons for salient changes from the previous fiscal year in expenditure and revenue items and shall explain any major changes in financial policy.~~
- ~~(2) A consolidated statement of receipts and expenditures for all funds.~~
- ~~(3) An analysis of property valuations.~~
- ~~(4) An analysis of tax rate.~~
- ~~(5) Tax levies and tax collections by years for at least five (5) years or, if records for five (5) years are not available, then for as many years as are available.~~
- ~~(6) General fund resources in detail.~~
- ~~(7) Summary of proposed expenditures by function, department, and activity or by an acceptable budgetary system.~~
- ~~(8) Summary of proposed expenditures by character and object.~~
- ~~(9) Detailed estimates of expenditures shown separately for each activity to support the summaries (7) and (8) above. Such estimates of expenditures are to include an~~

~~itemization of positions showing the number of persons having each title and the rate of pay.~~

~~(10) A revenue and expense statement for all types of bonds.~~

~~(11) A description of all bond issues outstanding, showing rate of interest, date of issue, maturity date, amount authorized, amount issued and amount outstanding.~~

~~(12) A schedule of requirements for the principal and interest of each issue of bonds.~~

~~(13) A special funds section.~~

~~(14) The appropriation ordinance.~~

~~(15) — The tax levying ordinance.~~

The City Manager shall submit to the Council a proposed budget not later than the first regularly scheduled Council meeting in August prior to the beginning of each fiscal year. The budget shall provide a complete plan for the fiscal year. Notwithstanding any other provision herein, the City Manager with the approval of the City Council may, in lieu of the budgeting methods specified herein, determine that the budget shall be prepared utilizing other budgeting methods, to the extent the same are permitted under state law and generally accepted accounting principles for governmental entities.

The proposition on the ballot shall state as follows:

PROPOSITION P

“Shall Art. VII Section 2 of the Charter of the City of Jacksonville, be amended to remove the existing provision containing a lengthy list of items for the City Manager to cover in the annual budget and replace with a requirement for the City Manager to prepare the budget to set out a complete plan for the year and allow for budgeting methods permitted under state law?”

FOR _____
AGAINST _____

PROPOSITION Q

Shall Art. VII, Sect. 11 of the Charter of the City of Jacksonville, Texas be amended to change the deadline for the budget to be

adopted from the 27th day of the last month of the fiscal year to the 30th day of that month?

This proposition would amend the specifically listed section and subsection below as indicated with underlined words being amended additions and words struck through being amended deletions. The remainder of the sections and subsections with no listed amendments remain unchanged and in full force and effect unless expressly amended by another proposition passed during the same election:

Art. VII Sec. 11. Date of final adoption; failure to adopt.

The budget shall be finally adopted not later than the thirtieth~~twenty-seventh~~ day of the last month of the fiscal year. Should the city council take no final action on or prior to such day, the budget as submitted by the city manager shall be deemed to have been finally adopted.

The proposition on the ballot shall state as follows:

PROPOSITION Q

“Shall Art. VII, Sect. 11 of the Charter of the City of Jacksonville, Texas be amended to change the deadline for the budget to be adopted from the 27th day of the last month of the fiscal year to the 30th day of that month?”

FOR _____
AGAINST _____

PROPOSITION R

Shall Art. VII, Sect. 15 of the Charter of the City of Jacksonville, Texas be amended to limit contingent appropriations to five percent (5%) of the total general fund expenditure and allow such contingent funds to be used only in the case of established emergencies as controlled by the city manager subject to approval by the city council?

This proposition would amend the specifically listed section and subsection below as indicated with underlined words being amended additions and words struck through being amended deletions. The remainder of the sections and subsections with no listed amendments remain unchanged and in full force and effect unless expressly amended by another proposition passed during the same election:

Sec. 15. Contingent appropriation.

Provision shall be made in the annual budget and in the appropriation ordinance for a contingent appropriation in an amount not more than five percent (5%) ~~a percentage~~ of the total general fund expenditure, to be used in case of unforeseen items of expenditures ~~at such a percentage to be proposed by the city manager and approved by the city council.~~ Such contingent appropriation shall be under the control of the city manager and distributed by him or her, after approval by the city council. Expenditures from this appropriation shall be made only in case of established emergencies and a detailed account of such expenditures shall be recorded and reported. ~~The proceeds of the contingent appropriation shall be disbursed only by transfer to other departmental appropriation, the spending of which shall be charged to the departments or activities for which the appropriations are made.~~²

The proposition on the ballot shall state as follows:

PROPOSITION R

“Shall Art. VII, Sect. 15 of the Charter of the City of Jacksonville, Texas be amended to limit contingent appropriations to five percent (5%) of the total general fund expenditure and allow such contingent funds to be used only in the case of established emergencies as controlled by the city manager subject to approval by the city council?”

FOR _____
AGAINST _____

PROPOSITION S

Shall Art. VIII, Sections 1 thru 4 “Issuance and Sale of Bonds” of the Charter of City of Jacksonville, Texas be amended to delete the current provisions as outdated and no longer necessary and replace with sections governing general obligation bonds, revenue bonds and

⁹ The pronoun change will only occur if Proposition B passes.

the sale of bonds, requiring all bonds to be issued and sold in accordance with state law and once sold in accordance with the Charter to be incontestable?

This proposition would amend the specifically listed section and subsection below as indicated with underlined words being amended additions and words struck through being amended deletions. The remainder of the sections and subsections with no listed amendments remain unchanged and in full force and effect unless expressly amended by another proposition passed during the same election:

~~Art. VIII Sec. 1. Bonds to specify purpose of issuance.~~

~~All bonds shall specify for what purpose they are issued and shall be invalid if sold for less than their par value, and when any bonds are issued by the city a fund shall be provided to pay the interest and create a sinking fund to redeem said bonds, which fund shall not be diverted or drawn upon for any other purpose, and the person acting as city treasurer shall honor no drafts upon said funds, except to pay interest upon or redeem the bonds for which it was provided.~~

~~Art. VIII Sec. 2. Bonds to be issued payable per ordinance.~~

~~Said bonds shall be issued for a period of time not to exceed a period of forty (40) years, shall be signed by the chairman of the council and countersigned by the person acting in the capacity of city secretary, and shall be payable at such places and times as may be fixed by ordinance of the city council. All such bonds shall be submitted to the attorney general of the State of Texas for his approval, and the state comptroller for registration, as provided by the laws of Texas, provided that any such bonds after approval may be issued by the city either optional or serial or otherwise, as may be deemed advisable by the city council.~~

~~Art. VIII Sec. 3. Ordinance calling for election, publication.~~

~~Before the issuance of any bonds the same shall be submitted to a vote of the qualified property tax paying voters of the City of Jacksonville, and should a majority of the votes cast in said election be in favor of the issuance of the bonds the same shall be issued as provided herein, but should said election fail to carry, the bonds shall not be issued. The election provided for above shall be conducted as other elections under the state law, after due notice by publication once each week for four (4) consecutive weeks prior to said election in a newspaper published in the City of Jacksonville, which said notice shall state the purpose and nature of said election.~~

Art. VIII Sec. 1 General Obligation Bonds

The city shall have the power to borrow money on the credit of the city and to issue general obligation bonds for permanent public improvements or for any other public purpose not prohibited by the constitution and laws of the State of Texas, and to issue refunding bonds to

refund outstanding bonds of the city previously issued. All such bonds shall be issued in conformity with the laws of the State of Texas.

Art. VIII Sec. 2 Revenue Bonds

The city shall have power to borrow money for the purpose of constructing, purchasing, improving, extending or repairing of public utilities, recreational facilities or any other self-liquidating municipal function not prohibited by the constitution and laws of the State of Texas, and to issue revenue bonds to evidence the obligation created thereby. Such bonds shall be a charge upon and payable solely from the properties, or interest therein, pledged, or the income therefrom, or both, and shall never be a debt of the city. All such bonds shall be issued in conformity with the laws of the State of Texas.

Art. VIII Sec. 3 Sale of Bonds

All bonds of the city having been issued and sold in accordance with the terms of this Charter, and having been delivered to the purchasers thereof, shall thereafter be incontestable, and all bonds issued to refund and in exchange for outstanding bonds previously issued shall, after said exchange, be incontestable.

Art. VIII Sec. 4. Outstanding bonds and indebtedness as of January 20, 1931.

All outstanding bonds and other indebtedness of the Town of Jacksonville shall be assumed by the City of Jacksonville on the adoption and becoming effective of this charter, and shall be paid off and discharged according to their face, tenor and effect, and in accordance with the contract of said Town of Jacksonville to pay off and discharge the same. All indebtedness to the Town of Jacksonville, of whatsoever nature, shall become the property of and payable to the City of Jacksonville, upon the adoption and becoming effective of this charter.

The proposition on the ballot shall state as follows:

PROPOSITION S

“Shall Art. VIII, Sections 1 thru 4 “Issuance and Sale of Bonds” of the Charter of City of Jacksonville, Texas be amended to delete the current provisions as outdated and no longer necessary and replace with sections governing general obligation bonds, revenue bonds and the sale of bonds, requiring all bonds to be issued and sold in accordance with state law and once sold in accordance with the Charter to be incontestable?”

FOR _____
AGAINST _____

PROPOSITION T

Shall Art. IX, Sect. 2 of the Charter of the City of Jacksonville, Texas concerning the power to levy poll tax be amended to remove the section entirely because poll taxes were ended in Texas decades ago?

This proposition would amend the specifically listed section and subsection below as indicated with underlined words being amended additions and words struck through being amended deletions. The remainder of the sections and subsections with no listed amendments remain unchanged and in full force and effect unless expressly amended by another proposition passed during the same election:

Sec. 2. Power to levy poll tax.

~~The city shall have the right and power to annually levy and collect a poll tax not to exceed fifty cents (\$0.50) for each year upon all inhabitants between the ages of twenty-one (21) and sixty (60) years of age, not exempt from the payment of poll taxes by the laws of the State of Texas.~~

The proposition on the ballot shall state as follows:

PROPOSITION T

“Shall Art. IX, Sect. 2 of the Charter of the City of Jacksonville, Texas concerning the power to levy poll tax be amended to remove the section entirely because poll taxes were ended in Texas decades ago?”

FOR _____
AGAINST _____

PROPOSITION U

Shall Art. IX, Sect. 8 of the Charter of the City of Jacksonville, Texas be amended to change the date to levy the annual tax for the fiscal year from June of each year to a date being as soon as practicable, in accordance with state law?

This proposition would amend the specifically listed section and subsection below as indicated with underlined words being amended additions and words struck through being amended deletions. The remainder of the sections and subsections with no listed amendments remain unchanged and in full force and effect unless expressly amended by another proposition passed during the same election:

Art. IX Sec. 8. City council to levy annual taxes; failure to levy.

The governing authority of the City of Jacksonville, ~~at its first meeting in June of each year,~~
~~or~~ as soon ~~thereafter~~ as practicable each year, shall levy the annual tax for such year, but special taxes or assessments allowed by this charter may be levied, assessed and collected at such times as the governing body may provide; provided that should the governing authority fail or neglect to levy the annual tax herein provided for any one (1) year, the annual tax levy for the preceding year last made by said governing body shall and will be considered in force and effective as the tax levy for the year for which no annual tax levy was made.

The proposition on the ballot shall state as follows:

PROPOSITION U

“Shall Art. IX, Sect. 8 of the Charter of the City of Jacksonville, Texas be amended to change the date to levy the annual tax for the fiscal year from June of each year to a date being as soon as practicable, in accordance with state law?”

FOR _____
AGAINST _____

PROPOSITION V

Shall Art. IX, Sect. 12 of the Charter of the City of Jacksonville, Texas requiring a board of equalization be removed because the need for such a board no longer exists due to the existence of the appraisal district?

This proposition would amend the specifically listed section and subsection below as indicated with underlined words being amended additions and words struck through being amended deletions. The remainder of the sections and subsections with no listed amendments remain unchanged and in full force and effect unless expressly amended by another proposition passed during the same election:

Sec. 12. Board of equalization.

~~The governing body of the City of Jacksonville shall create annually a board of equalization, consisting of three (3) qualified voters and property taxpayers of the city, whose duty it shall be to equalize the values of all property rendered for taxation in the City of Jacksonville. Said governing body shall prescribe the compensation of the members of said board, and enact all ordinances necessary to regulate and control the equalization of values of such board.~~

The proposition on the ballot shall state as follows:

PROPOSITION V

“Shall Art. IX, Sect. 12 of the Charter of the City of Jacksonville, Texas requiring a board of equalization be removed because the need for such a board no longer exists due to the existence of the appraisal district?”

FOR _____
AGAINST _____

With regard to the proposed venue tax, the official ballots shall be prepared so as to permit qualified voters to vote “FOR” or “AGAINST” the venue project measure which shall appear on the ballot substantially as follows:

PROPOSITION W

“Authorizing the City of Jacksonville, Texas to provide for the planning, acquisition, establishment, development, construction, renovation, and financing of a Civic Center and related facilities owned by the City of Jacksonville, and to impose a hotel occupancy tax at a rate not to exceed two percent (2%) in the City of Jacksonville, Texas. If approved, the maximum hotel occupancy tax rate imposed from all sources in the City of Borger would be ____% of the price paid for a room in a hotel.”

FOR _____
AGAINST _____



Jacksonville City Council

AGENDA ITEM REPORT

AGENDA DATE:	8/9/2022	ITEM NUMBER:	16.
DEPARTMENT:	Administration	PREPARED BY:	Greg Lowe, City Secretary
INITIATED BY:	Greg Lowe, City Secretary	EXHIBITS:	Contract With Cherokee County Elections office, Joint Agreement Cherokee County Elections Office November Election

EXECUTIVE SUMMARY:

If a county is holding their election at the same time as a municipality and is conducting the election utilizing county wide polling locations, the municipality is required to have election workers at all polling locations or contract with the county to run their election. With cherokee county conducting their election with county wide polling locations it is not feasible for the city to have workers in all the polling locations. The county has agreed to run the november charter amendment and hotel occupancy tax referendum elections.

RECOMMENDED ACTION:

APPROVE THE CONTRACT AND JOUNT AGREEMENT TO RUN OUR NOVEMBER ELECTIONS.

BID AND AWARD:

BUDGET DATA:

BUDGET JUSTIFICATION:

BACKGROUND:**POLICY/GOAL CONSIDERATION:**

Comply with state law.

LEGAL:

Chapter 21, Subchapter D of the Texas Election Code

CONTRACT FOR ELECTION SERVICES

THIS CONTRACT FOR ELECTION SERVICES (this "Contract") is made and entered into by and between the **ELECTIONS ADMINISTRATOR OF CHEROKEE COUNTY, TEXAS ("Contracting Officer")** and the **Local Political Subdivision- CITY OF JACKSONVILLE (the "LPS")** pursuant to the authority under Section 31.092 (a) of the Texas Election Code.

RECITALS

WHEREAS, the LPS expects to order and election during the term of this Contract and during any renewal term of this Contract (the "Election");

WHEREAS, The LPS desired that certain election services for the Election be provided by the Contracting Officer pursuant to Chapter 31, Subchapter D of the Texas Election Code and;

WHEREAS, the Contracting Officer and the LPS desire to enter into a contract setting out the respective responsibilities of the parties;

NOW, THEREFORE, the parties to this Contract agree as follows with respect to the coordination, supervision, and conduct of the election.

I. GENERAL PROVISIONS

- A. The purpose of this Contract is to maintain consistency and accessibility in voting practices, polling places, and election procedures to best assist the voters of the LPS. For purposes of this Contract the term "Election" will include any resulting recount or election contest. It will also apply to an election to resolve a tie.
- B. The Contracting Officer is hereby appointed to serve as the LPS's Election Day Officer and Early Voting Clerk to conduct the Election for those areas of the LPS located in within the contracting jurisdiction. As Election Officer and Early Voting Clerk, the Contracting Officer will coordinate, supervise and conduct all aspects of the administering voting in connection with the election in compliance with all applicable law except as otherwise provided in the Contract.
- C. The LPS agrees to commit the funds necessary to pay for election-related expenses for the LPS's election.
- D. The Contracting Officer has the right to enter into agreements with other entities at any time and may require that authorities of the LPSs holding elections on the same day in all or part of the same territory to enter into a joint election agreement as authorized in Chapter 217 of the Teas Election Code. The LPS agrees to enter into a joint election agreement required by Cherokee County.

II.

RESPONSIBILITIES OF CONTRACTING OFFICER. The Contracting officer shall be responsible for performing the following services and furnishing the following material and equipment in connection with the election:

- A. **Nomination of Presiding Judges and Alternate Judges.** The Contracting Officer shall recommend appointment of Election Day presiding and alternate judges, central

accumulation station judges, and the Early Voting Ballot Board (EVBB) presiding judge, all of which shall meet the eligibility requirements in Subchapter C of Chapter 32 of the Texas Election Code.

- B. **Notification to LPS.** The Contracting Officer shall provide the LPS with the most up-to-date list of presiding and alternate judges three weeks before the statutory deadline to order the election.
- C. **Notification to Presiding and Alternate Judges; Appointment of Clerks.**
 - 1. The Contracting Officer shall notify each presiding and alternate judge of his or her appointment. The notification will also include the assigned polling station, the date of the election training(s), the date and time of the election, the rate of compensation, the number of clerks and judge may appoint, the eligibility requirements for election workers, and the name of the presiding or alternate judge as appropriate.
- D. **Election Training.** The Contracting Officer shall be responsible for conducting election training for the presiding judges, alternate judges, clerks and early voting deputies in the operation and troubleshooting of the Hart voting system and the conduct of elections, including qualifying voters, issuing ballot style codes, maintaining order at the polling location, and conducting provisional voting.
- E. **Logic and Accuracy Testing.** In advance of Early Voting (including the sending of all mail ballots), the Contracting Officer, the tabulation supervisor, and the other members the Contracting Officer designates for the testing board shall conduct all logic and accuracy testing in accordance with the procedures set forth by the Texas Election Code and under guidelines provided by the Secretary of State's office. The Contracting Officer shall also be responsible for the publication of the required notice of such testing.
- F. **Election Supplies.** The Contracting Officer shall procure, prepare, and distribute to the presiding judges for use at the polling locations on Election Day (and to the Early Voting clerks during Early Voting) the following election supplies: election and early voting kits (including the appropriate envelopes, lists, forms, name tags, posters, and signage described in Chapters 51, 61, and 62, and subchapter B of Chapter 66 of the Texas Election Code) seals, sample ballots, thermal paper rolls for use in the Hart equipment, supplies for the electronic poll books, and all consumable type office supplies necessary to hold an election.
- G. **Registered Voters List.** The Contracting Officer shall provide lists of registered voters required by law for use on Election Day and for the Early Voting period.
- H. **Notice of Previous Polling Place.** The Contracting Officer shall post notices of a change in a polling place at the entrance of the previous polling location. Section 43.062 of the Texas Election Code provides that the notice shall state the location has changed and give the location of the new polling place. The LPS will ensure that the Public Notice is also provided via published notice, on the LPS website and on the LPS social media outlets.
- I. **Election Equipment.** The Contracting Officer shall prepare and distribute the Hart Voting System components from Hart Intercivic, Inc. ("Hart") for the election. This voting System includes the equipment referred to as Controller, Duo, and Scanner. Each polling location will have at least one voting machine that is accessible to disabled voters and provides a practical and effective means for voters with disabilities to cast a secret ballot.
- J. **Ballots.** The Contracting Officer or designee shall be responsible for the preparation, printing, programming and distribution of English and Spanish ballots and sample

ballots, including the mail ballots, based on the information provided by the LPS, including the names of the candidates, names of the offices sought, order of names on the ballot, propositions on the ballot, and the Spanish translation of the offices and any propositions, The ballot will be prepared in these formats: Paper and Auditory.

- K. **Early Voting.** In accordance with Sections 31.096 and 32.097(b) of the Texas Election Code, the Contracting Officer shall serve as the Early Voting Clerk for the election.
1. The Contracting Officer shall supervise and conduct the early voting by mail and by personal appearance and shall secure personnel to serve as Early Voting Deputies.
 2. The Contracting Officer shall receive mail ballot applications on behalf of the LPS. All applications for mail ballots shall be processed in accordance with Title 7 of the Texas Election Code by the Contracting Office or deputies of the Cherokee County Election Department.
 3. Early Voting ballots shall be secured and maintained at the Cherokee County Elections Dept. at 138 W 5th Street, Rusk TX 75785. In accordance with Chapter 87 of the Texas election Code. The Early Voting Ballot Board shall meet at the same location unless posted differently.
 4. Early Voting by personal appearance for the election shall be conducted during the hours and time period and at the locations as determined by the Contracting Officer in consultation with the LPS and in accordance with the Texas Election Code.
- L. **Election Day Activities.**
1. The Contracting Officer and staff shall be available from 6:00 am until the completion of the vote counting on Election Day to render technical support and assistance to voters and election workers.
 2. The Contracting Officer and staff shall prepare and conduct Election Night intake of election equipment, supplies, and records.
 3. The Contracting Officer and designee shall serve as central counting station manager and tabulation supervisor, counting the votes in conjunction with the Early Voting Ballot Board and the Central Counting Station judges.
 4. Election Day polling locations are determined by the Contracting Officer in consultation with the LPS and in accordance with the Texas Election Code. The Contracting Officer shall arrange for the use of all polling places and shall arrange for the setting up of the polling locations including tables, chairs, and voting booths.
- M. **Election Night Reports.** The Contracting Officer shall prepare the unofficial and official tabulation of precinct results under Section 66.056(a) of the Texas Election Code. The unofficial tabulation of Early Voting precinct results and Election Day precinct results shall be made available to the LPS via email as soon as they are prepared and may be released under law, but no earlier than 7:00 pm on Election Day. The tabulation reports may also be provided to other counties as necessary for the election. As soon as reasonably possible, the Contracting Officer will post all reports for public review on the Cherokee County Elections website at <http://www.co.cherokee.tx.us/ips/cms/othercountyoffices/elections.html>
- N. **Provisional Votes/ Determination of Mail Ballots Timely Received under Section 86.007(d) of the Texas Election Code.** The Contracting Officer, serving as the voter registrar, shall retain the provisional voting affidavits and shall provide the factual

information on each of the voters' status. The Contracting Officer shall reconvene the EVBB after the election within the time set forth in Section 65.051 of the Texas election Code for the purpose of determining the disposition of the provisional votes. At the same time, the EVBB will review mail ballots timely received under Section 86.007(d) of the Texas Election Code to determine whether such will be counted and to resolve any issues with such ballots.

- O. **Canvass Material Preparation.** Promptly after determination of the provisional votes and resolution of any mail ballots, the Contracting Officer shall work with the EVBB and tabulation supervisor to tally the accepted provisional votes and resolved mail ballots, amend the unofficial tabulations, and submit new official tabulations to the LPS. These reports will serve as the canvass materials of the LPS.
- P. **Custodian of Election Records.** The election records will be submitted to the LPS except for those records that must be maintained by the Contracting Officer as Voter Registrar in accordance with Section 66.051 of the Texas Election Code. The Contracting Officer is hereby appointed the custodian of voted ballots and shall preserve them in accordance with Chapter 66 of the Texas Election Code and other applicable law. The Contracting Officer shall also maintain custody of the records pertaining to the operation of the Hart equipment components.
- Q. **Recount.** The LPS shall advise the Contracting Officer if a recount is required by law or requested and the Contracting Officer and the LPS shall discuss how such recount is to be conducted. The LPS shall reimburse the Contracting Officer for the cost of such count which is not included in the original estimate/invoice.
- R. **Schedule for Performance of Services.** The Contracting Officer shall perform all election services in accordance and compliance with the time requirements set out in the Texas Election Code.
- S. **Contracting with Third Parties.** In accordance with Section 31.098 of the Texas Election Code, the Contracting Officer is authorized to contract with third parties for election services and supplies. The cost of such third-party services and supplies will be paid by the Contracting Officer and reimbursed by the LPS.

III

RESPONSIBILITIES OF THE LPS. The LPS shall perform the following responsibilities:

- A. **Application for Mail Ballots.** If the LPS receives any applications for ballot by mail, the LPS shall date and stamp, and as promptly as possible, fax applications to the Contracting Officer at (903) 683-8419, or email to ea@cocherokee.org for timely processing. The original application must be forwarded by mail to the Contracting Officer by the 4th day after the copy is sent.
- B. **Election Orders, Election Notices, and Canvass.** The LPS shall be responsible for the preparing, adopting, and posting all required election orders, resolutions, notices and other documents, including bilingual materials, evidencing action by the governing authority of the LPS necessary to the conduct of the election. The LPS shall be responsible for conduction the official canvass of the election.
- C. **Map/Annexations.** The LPS shall provide the Contracting Officer with an updated map and street index (including address Numbers) of its jurisdiction in an electronic or printed format, if requested, and shall advise the contracting officer in writing of any new developments, annexations or de-annexations and any other changes to the master voter registration list within the jurisdiction.

- D. **Department of Justice Preclearance of Special Elections.** If required by law, the LPS shall be individually responsible for obtaining appropriate preclearance from the United States Department of Justice for any special elections.
- E. **Ballot Information.** The LPS shall prepare the text for the LPS's official ballot in English and Spanish and provide the Contracting Officer as soon as possible at the end of the period for ordering the election or filing for candidacy. The ballot information shall include a list of proposition showing the order and the exact manner in which the candidates' name shall appear on the ballot. The LPS shall promptly review for correctness the ballot when requested by the Contracting Officer to do so prior to the finalization and shall approve by e-mail or by signature in person.
- F. **Precinct Reports to the Texas Secretary of State.** Based on information provided by the Contracting Officer, the LPS shall prepare and file all required precinct reports with the Texas Secretary of State.
- G. **Annual Voting Report.** The LPS shall be responsible for filing its annual voting system report to the Texas Secretary of State as required under Chapter 123 et seq. of the Texas Election Code.

IV

SPECIAL PROVISIONS RELATED TO ELECTION WORKERS

- A. **Number of Election Workers at Election Day Polling Locations.** It is agreed by the Contracting Officer and the LPS that there will be at least three election workers at each Election Day polling location: the presiding judge, the alternate judge, and at least one election clerk appointed by the presiding judge. The number of necessary clerks is derived from the number of elections at the poll and the number of registered voters at the poll.
- B. **Compensation for Election Workers.** The Contracting Officer shall compensate all election workers in accordance with the Contracting Officer's established compensation policies, in accordance with the Texas Election Code and using the rates set by the Cherokee County Commissioners Court for county elections. The Contracting Officer shall pay the workers and be reimbursed by the entities sharing the polling locations.

V

PAYMENT

- A. **Charges and Distribution of Costs.** In consideration of the joint election services provided by the Contracting Officer, the LPS will be charged a share of the election cost and an administrative fee. The costs distribution is set forth in the Joint Election Agreement.
- B. **Administrative Fee.** The Contracting Officer shall charge a fee equal to 10% of the LPS's share of the cost of the election.
- C. **Equipment Rental Fee.** Per Section 123.032(d) of the Texas Election Code, the Cherokee County Commissioners Court has set the equipment rental fee per controller and per Hart component. If the County acquires additional equipment during the term of the Contract, the charge for the use of the equipment may be reset by the Cherokee County Commissioners Court.

- D. **Payment.** The Contracting Officer's invoice shall be due and payable to the address set forth in the invoice within 30 days from the date of receipt by the LPS.

VI

MISCELLANEOUS PROVISIONS

- A. **Nontransferable Functions.** In accordance with Section 31.096 of the Texas Election Code, nothing in this Contract shall authorize or permit a change in:
1. The authority with whom or the place at which any document or record relating to the election is to be filed;
 2. The officers who conduct the official canvass of the election returns;
 3. The authority to serve as custodian of voted ballots or other election records; or
 4. Any other nontransferable function specified under Section 31.096 or other provisions of law.
- B. **Cancellation of Election.** If the LPS cancels its election pursuant to Section 2.053 of the Texas Election Code, the Contracting Officer shall be entitled to receive an administrative fee of \$75. The Contracting Officer shall submit an invoice for the administrative fee as soon as reasonably possible after the cancellation, and the LPS shall make payment therefore in a manner similar to that set forth in **V. Payment** above.
- C. **Contract Copies to Treasure and Auditor.** In accordance with Section 31.099 of the Texas Election Code, the Contracting Officer agrees to file copies of the Contract with the County Treasurer and County Auditor of Cherokee County, Texas.
- D. **Election to Resolve a Tie.** In the event that an election is necessary to resolve a tie vote, the terms of the Contract shall extend to the second election, except:
1. The LPS and the Contracting Officer will agree upon the date of the election and the early voting schedule subject to provisions of the election Code and with regard to other election conducted by the Contracting Officer.
 2. The LPS will be responsible for any Department of Justice preclearance submission under Section 5 of the Federal Voting rights Act.
 3. An attempt will be made to use the election workers that worked in the first election; those poll workers will not have additional training provided by the Contracting Officer.
 4. The cost of the election will be borne by the LPS; the Contracting officer will work with the LPS on cost management.
- E. **Amendment/Modification.** Except as otherwise provided, this contract may not be amended, modified, or changed in any respect except in writing, duly executed by the parties hereto. Both the Contracting Officer and the LPS may propose necessary amendments or modifications to this Contract in writing in order to conduct the election smoothly and efficiently, except that any such proposals must be approved by the Contracting Officer and the governing body of the LPS or its authorized agent, respectively.
- F. **Severability.** If any provision of the Contract is found to be invalid, illegal, or unenforceable by a court of competent jurisdiction, such invalidity, illegality, or unenforceability shall not affect the remaining provisions of this Contract and parties to this Contract shall perform their obligations under this Contract in accordance with the intent of the parties to this Contract as expressed in the terms of provisions.

- G. **Representatives.** For the purposes of implementing this Contract and coordinating activities, the Contracting Officer and the LPS designate the following individuals for submission of information, documents and notice:

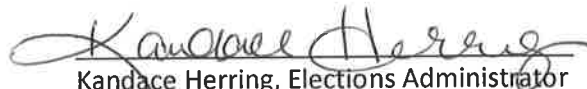
For the Contracting Officer:

Kandace Herring
Cherokee County Elections Administrator
138 W 5th Street
Rusk, TX 75785
Tel: 903-683-8409
Fax: 903-683-1400
Email: ea@cocherokee.org

For the LPS: (PLEASE COMPLETE)

Witness by my hand this the 13 day of July, 2022.

Contracting Officer:


Kandace Herring, Elections Administrator
Cherokee County, Texas

Witness by my hand this the _____ day of _____, 20____.

Local Political Subdivision:

Name of Entity: _____

Printed Name: _____

Title: _____

Signature: _____

**JOINT ELECTION AGREEMENT BETWEEN
CHEROKEE COUNTY AND THE LPS
OF CITY OF JACKSONVILLE**

This Joint Election Agreement ("Agreement") is entered into on _____, 20____, between the **LOCAL POLITICAL SUBDIVISION- CITY OF JACKSONVILLE**, (the "LPS") and Cherokee County (the "County"), collectively referred to as the Parties.

This Agreement is authorized by Chapter 31 of the Texas Election Code, Chapter 791 of the Texas Government Code and Section 271.002 and 271.003 of the Texas Election Code. The Parties to the Agreement agree as follows:

Section 1. Scope of Agreement. The LPS enters into this agreement for the conduct of the elections to be held for the November 2022 Election.

Section 2. Appointment of Election Officer. The LPS appoints the Cherokee County Elections Administrator to serve as the Election Officer (the "Officer") in order to perform and supervise the duties and responsibilities of the Election Officer for the May election.

Section 3. Early Voting Polling Locations. To facilitate the administration of elections, and as a convenience to the voters, during the early voting period established by statute, the LPS agrees to designate the Cherokee County Elections Administrator's Office, 138 W 5th Street, Rusk TX 75785 as the main early voting polling place for the LPS. Furthermore, the County agrees to designate temporary branch early polling places in accordance with Section 85.062, Election Code, V.T.C.A as called out in the latest Election Orders.

Section 4. Voting by Mail Ballot. The LPS and County agree that early voting by mail shall be conducted in accordance with the applicable provisions of the Texas Election Code and that 138 W 5th Street, Rusk TX 75785 is the early voting clerk's mailing address to which ballot applications and ballots voted by mail shall be sent for the LPS.

Section 5. Election Day Polling Locations. Election Day voting shall be held in approved polling places where appropriate at the dates, times and locations recommended by the Election Officer and authorized and ordered by the governing body of the LPS.

Section 6. Election Day. On Election Day all forms used in the conduct of the election, including but not limited to the poll list, signature roster, ballot registers, expense accounts, and all oaths and certificates will be used jointly by the two agencies. All forms will be turned to the Cherokee County Election Administrator who shall keep them in her custody for the period of time prescribed by the Texas Election Code. The County agrees to furnish the LPS with copies of any election documents upon the LPS's request at no charge.

Section 7. Use of Common Ballot. It is agreed by the parties to this Agreement that a common ballot will be used for joint elections. The V-drive containing the voted ballots for an election will be delivered by the Election Judges to the Cherokee County Election Administrator's office at 138 W 5th Street, Rusk TX 75785 and the V-drives will remain in the Cherokee County Administrator's custody, except that the County agrees to provide the LPS with the necessary documentation, if requested, for canvass of an election or in the event the voted ballots are required for a recount or any court

proceedings in which the LPS may be a party. The County agrees to maintain custody of the V-drives containing the voted ballots for the period of time prescribed by the Texas Election Code. All V-drives that are not placed in active voting equipment will remain locked in the Officers' office.

Section 8. Reporting of Returns. The Officer shall prepare the unofficial and official tabulation of precinct results under Section 66.056(a) of the Texas Election Code. The unofficial tabulation of Early Voting precinct results and Election Day precinct results shall be make available to the LPS via email as soon as they are prepared and may be released under laws, but no earlier than 7:00 p.m. on Election Day. The Officer or their designee will use their best efforts to post all reports for public review on the Cherokee County Elections website at <http://www.co.cherokee.tx.us/ips/cms/othercountyoffices/elections.html> as soon as reasonably possible.

Section 9. Cost Sharing. The LPS agrees to the cost sharing provisions below. This includes Cherokee County, the school districts of the county, the cities of the county, and all other entities contracting for election services. The cost incurred with early voting locations and Early Voting Clerks will be shared only by entities utilizing the polling locations for their individual election contest.

The formula is as follows:

Example:

Registered Voters in County-	135,000		
Registered Voters in Joint Entity A-	100,000	$100,000/135,000 =$	74.41% of total cost
Registered Voters in Joint Entity B –	20,000	$20,000/135,000 =$	14.81% of total cost

The minimum cost is one thousand dollars (\$1,000) for elections that costs do not exceed that amount. Equipment Rental Fees allocated separately.

Section 10. Amendments. This agreement may not be amended or modified except in writing and executed by both the LPS and the County. Neither party may assign this Agreement without the written consent of the other party. However, the Officer may assign deputies to perform any of the contracted services and may contract with third persons for election services and supplies.

Section 11. Force Majeure. Either of the parties to this Agreement shall be excused from any delays and/or failures in the performance of the terms and conditions of this Contract, to the extent that such delays and/or failures result from causes beyond the delaying/failing party's reasonable control, including but not limited to was (whether declared or not), armed conflict or the serious threat of the same (including but not limited to hostile attack, blockage, military embargo), hostilities, invasion, act of a foreign enemy, extensive military mobilization, civil war, riot, rebellion, revolution, military or usurped power, insurrection, civil commotion or disorder, mob violence, act of civil disobedience, act of terrorism, sabotage or piracy; plague, epidemic, pandemic, outbreaks of infectious disease or any other public health crisis, including quarantine, social distancing, isolation or other behavioral restrictions; act of authority whether lawful or unlawful, compliance with any law or governmental order, rule, regulation or direction, curfew restriction, expropriation, compulsory acquisition, seizure of works, requisition, nationalization; act of God or natural disaster such as but not limited to violent storm, cyclone, typhoon, hurricane, tornado, earthquake, landslide, flood, damage or destruction by lightning, drought; explosion, fire, destruction of machines, equipment and of any kind of installation, prolonged breakdown of transport, telecommunication or electric current; shortage or inability to obtain critical

material or supplies to the extent not subject to the reasonable control of the subject part ("force majeure event") whether foreseeable or unforeseeable by the parties at the time of the execution of this Agreement. Any delaying/failing party shall, with all reasonable diligence, attempt to remedy the cause of delay and/or failure and shall recommence all remaining duties under this Agreement within a reasonable time of such remedy, or, when applicable, on the next available date under the Texas Election Code.

Section 12. Should any provision in this Agreement be found or deemed to be invalid, this Agreement will be construed as not containing the provision and all other provisions of this Agreement are declared to be severable. In case any one or more of the provisions contained in this Agreement are for any reason held to be invalid illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability will not affect any other provision thereof, and this Agreement will be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

Section 13. Any notice provided for under this Agreement will be forwarded to the following addresses:

Cherokee County Election Administrator
138 W 5th Street
Rusk, TX 75785

CITY OF JACKSONVILLE
315 S RAGSDALE
JACKSONVILLE, TX 75766

Section 14. Nothing contained in this Agreement will authorize or permit a change in the office with whom or the place at which any document or record relating to the Election(s) is to be filed, or place at which any function of the canvass of the election returns is to be performed, or the officer to serve as custodian of voted ballots or other election records.

Section 15. This Agreement shall take effect immediately upon execution by both parties hereof and shall inure to the benefit and be binding upon the administrators, successors and assigns of the Parties hereto.

WITNESS MY HAND this _____ day of _____, 20____

Cherokee County Election Administrator

LPS


Kandace Herring
Election Administrator

Randy Gorham
Mayor, City of Jacksonville

Attest:

Attest:

Attest:



Jacksonville City Council

AGENDA ITEM REPORT

AGENDA DATE:	<u>8/9/2022</u>	ITEM NUMBER:	<u>17.</u>
DEPARTMENT:	<u>Administration</u>	PREPARED BY:	<u>Roxanna Briley, Finance Director</u>
INITIATED BY:	<u>Roxanna Briley, Finance Director</u>	EXHIBITS:	<u></u>

EXECUTIVE SUMMARY:

Certain action items are determined by the state tax code and/or state local government code and/or city charter. The designated officer or employee must submit the no-new-revenue and voter-approval tax rates to the city council, the city council must set a date for public hearings on the budget and the tax rate, and the city council must hold a record vote approving a proposed tax rate.

RECOMMENDED ACTION:

Set September 13, 2022 at 6:00 pm as the date and time to hold a public hearing on the budget and tax rate.
Hold a record vote approving the proposed tax rate.

BID AND AWARD:

BUDGET DATA:

BUDGET JUSTIFICATION:

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



Jacksonville City Council

AGENDA ITEM REPORT

AGENDA DATE:	8/9/2022	ITEM NUMBER:	18.
DEPARTMENT:	Administration	PREPARED BY:	Greg Lowe, City Secretary
INITIATED BY:	Greg Lowe, City Secretary	EXHIBITS:	CCAD 2022-2023 Proposed Budget

EXECUTIVE SUMMARY:

Each year the Cherokee County Appraisal District submits its operating budget to all taxing entities for review and approval. This item is for the council to consider approving the 2022-2023 appraisal district budget as submitted or have staff draft a resolution disapproving the budget for submission to the secretary of the appraisal board.

RECOMMENDED ACTION:

Make a motion approving the budget.

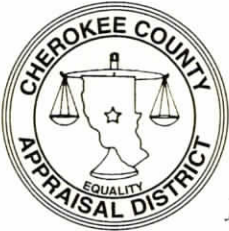
BID AND AWARD:

BUDGET DATA:

BUDGET JUSTIFICATION:

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

The state requires appraisal district budgets to be submitted to all taxing entities. Property Tax Code Chapter (6) Subchapter (A) 6.06 (A)



CHEROKEE COUNTY APPRAISAL DISTRICT

P.O. BOX 494 • 107 East Sixth Street • Rusk, Texas 75785
(903) 683-2296 • Fax (903) 683-6271

J. L. FLOWERS, B.S., R.P.A., R.T.A.

13 June 2022 Chief Appraiser

Mr. James Hubbard, City Mgr.
City of Jacksonville
P. O. Box 1390
Jacksonville, Texas 75766

**PLEASE READ THE ENCLOSED
NOTE ON GOLD-BAR PAPER.**

Re: Transmission of 2023 Cherokee CAD Budgets

Mr. Hubbard:

Enclosed please find copies of the Appraisal and Tax Collection Operations Budgets.

Your budget allocation currently is as follows:

Appraisal Operations Budget Allocation*:	\$131,871.68
Tax Collection Operations Budget Allocation*:	\$30,419.77

**Actual Invoiced Billing may be slightly different due to final rounding*

These budgets are provided to you for consideration by your governing body. The budgets are being proposed by the CCAD Board of Directors. Now the second step of the process begins.

While the budgets have been proposed, they are not adopted. This interim period between proposal and adoption allows each governing body to review the budgets. We encourage you to communicate to our Board or to me any concerns you have in order that they may be considered by the Board prior to adoption.

The meeting of the Board to adopt the budgets will take place at some point before September 15th. At that meeting, the Board will hold a public hearing on the budgets. You will be notified 10 days prior concerning the date time and location of the hearing. Following the hearing, the Board will consider any modifications and then adopt the budgets. Following adoption, the participating jurisdictions will have 30 days to file a veto resolution with the Board Secretary at POB 494 in Rusk. If a majority of the taxing authorities file veto resolutions, the Board will be required to adopt a new budget within 30 days of the disapproval.

Also, be aware that §6.06(a) of the Property Tax Code instructs each taxing authority to maintain a copy of the Appraisal Operations Budget in its administrative office for public inspection.

I would strongly encourage you to contact me or a director if you have any questions or concerns. Someone from our organization will be more than willing to meet with you or your governing body at any time.

Respectfully yours,

J. Lee Flowers
Chief Appraiser

JLF/self

Enc.

IMPORTANT ADVISORY NOTICE

The appraisal district has begun a multi-step process to update internal systems and technologies. These steps are being taken in part due to the continuing difficulty of acquiring local individuals with certain professional skill sets. These updates include, but are not limited to, the following:

- 1. Utilization of contract companies to provide:
 - a. Geographic Information System (GIS) mapping services.
 - b. Deeds and Ownership processing services in collaboration with CAD staff.
 - c. Augmentation of Computer Network Systems Administration in collaboration with CAD Staff.
 - d. Commercial Real Estate Leasing data for appraisal income modeling.
 - e. Expanded real estate sales data information for appraisal market modeling.
 - f. Software solutions for commercial and residential cost of construction data for appraisal cost modeling.
- 2. Custom flown aerial imagery in 3" and 6" resolution allowing:
 - a. Staff appraisers to view and measure structures unable to be inspected due to locked gates.
 - b. Flight to flight comparisons that programmatically identify new structures and changes to existing structures which will increase new value to the appraisal roll and tax roll.
 - c. Allow a portal for other local government agencies to cost share with CCAD to obtain access to aerial imagery which will assist city planning and law enforcement agencies.
- 3. New appraisal and collection cloud-based software allowing:
 - a. Greater flexibility of internal workflows and production monitoring.
 - b. Built-in appraisal valuation analysis to assist in appraisal modeling.
 - c. Cloud-based portal for taxing units to log in to receive real-time reports and updates.

The 2023 updates are incorporated into the budgets you have received.

The software update projected for 2024 will result in a larger than normal allocated cost increase. Therefore, we are asking you to factor this into projections for the 2024 budget year.

CCAD and its Board of Directors will be available to visit with you or your governing bodies regarding these projected changes. We look forward to the opportunity to communicate with each of our participating jurisdictions regarding this matter.

A brief note on allocations...

Each budget is allocated to the jurisdictions that participate in that function. For example, if we collect for you, you participate in the Tax Collections Budget. The budgets are allocated in three different ways:

1. The Appraisal Budget is allocated based on your total tax levy.
2. The Tax Collections Budget is allocated based on the number of tax bills we deliver for you.
3. The 911 Addressing Budget is allocated based on the number of addresses we show for you.

In each of these instances, your allocated share is figured based on your amount as a percentage of the total of everybody's amounts. For example, the appraisal budget is based on your total tax levy as a percentage of ALL total tax levies. The same concept applies to tax bills and 911 addresses.

Your jurisdiction may see an individual change in allocation that is greater or lesser than the overall total allocated change. This can happen when your tax levy from one year to the next changes dramatically different relative to the other levies.

With regard to tax collections, you will see something similar on page 4 of that budget. Mineral heavy jurisdictions always fluctuate with the oil and gas market. When oil and gas take a dip, the taxes for many mineral lease owners go exempt because they drop below \$2,500 in value. We don't deliver exempt tax bills, so we don't count them toward allocation. This can result in swings in your allocation percentage from year to year.

Please contact us if you have any questions.

Proposed
2023
Tax Collections Budget

Cherokee County
Appraisal District

POB 494Rusk, Tx 75785

Chair	Mr. Jim Tarrant
Vice Chair	Mr. Jay Jones
Secretary	Mr. Joe Taylor
	Mr. Tony Johnson
	Mrs. Connie Nice
County Assessor	Hon. Shonda Potter
Chief Appraiser	Mr. J. L. Flowers

107 E 6th

Tax Collections Budget

Table of Contents

Section	
Budget at a Glance	1
Jurisdiction Allocated Costs	3
Allocation Analysis	4
Budget Expenditure Detail	5
Budget Revenue Detail	7
Funding Reimbursement Detail	8
15 Yr Budget History	9
Salaries	10
Comparison to Previous Year	13
Budget Annotations	14

What does the term "Proposed" mean?

An "Proposed" Budget has been initially passed by the Board of Directors for the appraisal district. This is an interim step prior to final adoption.

The "Proposed" Budget is then sent to the various jurisdictions as a means to allow time for comment prior to adoption.

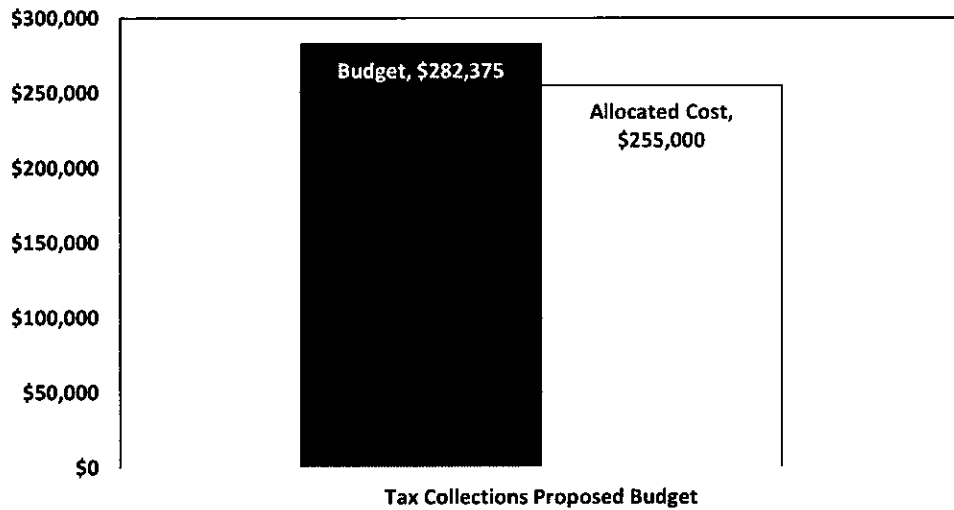
The Board of Directors will hold a public hearing on the budget prior to adoption before September 15th of each year.

2023
Tax Collections Proposed
Budget

At a Glance

Total Budget	\$282,375	
Total Budget Previous	\$280,860	
Change	\$1,515	0.5%

Total Allocated Cost	\$255,000	
Total Allocated Cost Previous	\$245,140	
Change	\$9,860	4.0%



Tax Collections Proposed Budget

CAD Funding Level

90%

Proposed
Allocation*
by
Jurisdiction

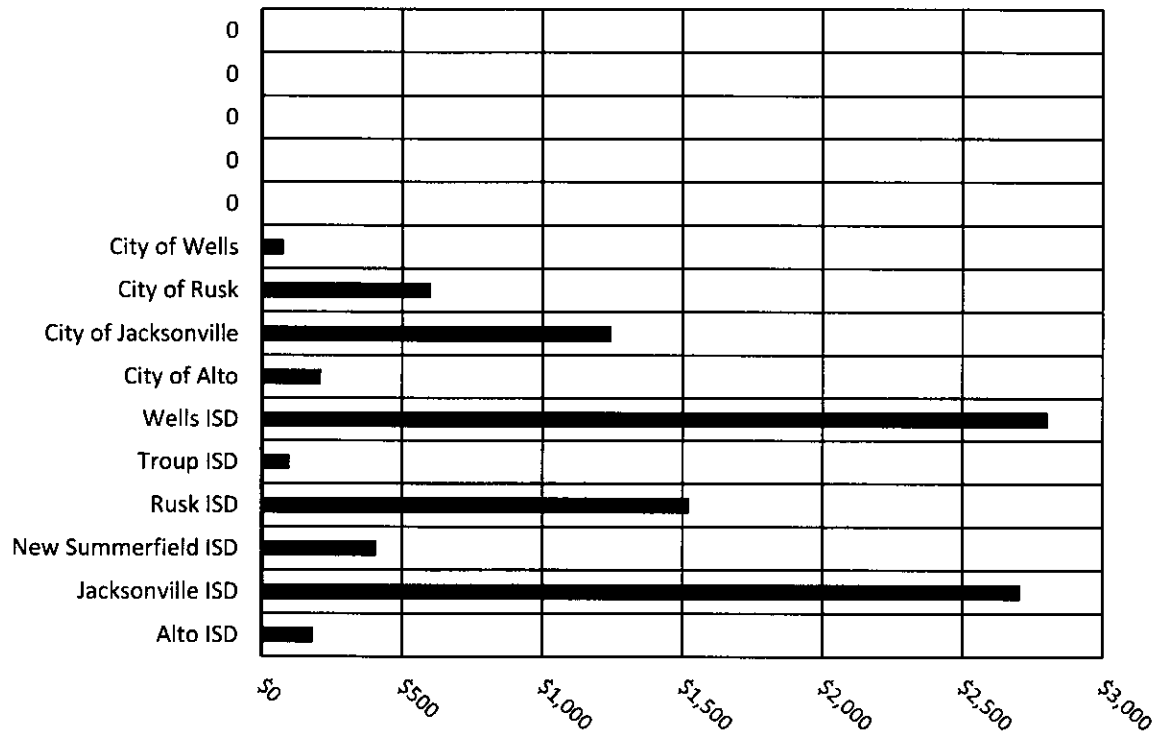
** Actual Allocated Billing may vary \$1 to \$2 due to allocation percentages and billing to the nearest whole dollar amount.*

Jurisdiction	Tax Bills 2021	Allocated % 2023	Allocated Cost 2023
Alto ISD	6,735	11.0%	\$27,942.88
Jacksonville ISD	19,205	31.2%	\$79,679.72
New Summerfield ISD	1,956	3.2%	\$8,115.26
Rusk ISD	12,314	20.0%	\$51,089.62
Troup ISD	5,575	9.1%	\$23,130.15
Wells ISD	4,342	7.1%	\$18,014.55
City of Alto	840	1.4%	\$3,485.08
City of Jacksonville	7,332	11.9%	\$30,419.77
City of Rusk	2,654	4.3%	\$11,011.19
City of Wells	509	0.8%	\$2,111.79
0	0	0.0%	\$0.00
0	0	0.0%	\$0.00
0	0	0.0%	\$0.00
0	0	0.0%	\$0.00
0	0	0.0%	\$0.00
Totals	61,462		\$255,000.00

Proposed Allocation Analysis

Jurisdiction	Change in Bills	Allocation % Change	Prior Allocated Cost	Change in Cost
Alto ISD	-268	-0.3662%	\$27,760	\$183
Jacksonville ISD	-213	-0.1529%	\$76,974	\$2,706
New Summerfield ISD	12	0.0389%	\$7,706	\$409
Rusk ISD	-190	-0.1845%	\$49,566	\$1,523
Troup ISD	-235	-0.3244%	\$23,031	\$99
Wells ISD	505	0.8599%	\$15,210	\$2,805
City of Alto	14	0.0310%	\$3,274	\$211
City of Jacksonville	-28	0.0278%	\$29,175	\$1,244
City of Rusk	28	0.0717%	\$10,410	\$602
City of Wells	-4	-0.0014%	\$2,034	\$78
0	0	0.0000%	\$0	\$0
0	0	0.0000%	\$0	\$0
0	0	0.0000%	\$0	\$0
0	0	0.0000%	\$0	\$0
0	0	0.0000%	\$0	\$0

Allocated Cost Change



2023

**Tax Collections Proposed
Budget**

Expenditures

<u>Payroll Expense</u>	<u>% of Budget</u>	
6200 Salaries	52.48%	\$148,185
6190 Retirement	4.77%	\$13,460
6120 Hospitalization	15.20%	\$42,925
6280 Workers Comp	0.42%	\$1,190
6255 Taxes, Payroll-TWC	0.36%	\$1,030
6250 Taxes, Payroll-Medicare	0.76%	\$2,160
Total Payroll Expense	74.00%	\$208,950
<u>Contract Services Expense</u>		
6030 Computer Services	4.79%	\$13,525
6220 Service Charges-Bank/CC	0.42%	\$1,200
6010 Audit	1.70%	\$4,800
6040 Custodial Services	0.53%	\$1,500
6260 Telephone	0.64%	\$1,800
Total Contracted Services	8.08%	\$22,825
<u>Lease Expense</u>		
6135 Lease Expense-Building	0.96%	\$2,700
Total Lease Expense	0.96%	\$2,700
<u>Maintenance Expense</u>		
6175 Machinery & Equipment	0.04%	\$100
Total Maintenance	0.04%	\$100
<u>Insurance Expense</u>		
6110 Insurance-General	0.89%	\$2,500
Total Insurance Expense	0.89%	\$2,500
<u>Travel & Other Expense</u>		
6090 Employee Travel Expense	3.97%	\$11,200
6230 Statutory Advertisements	0.71%	\$2,000
Total Travel & Other	4.67%	\$13,200
<u>Office Supply & Misc Expense</u>	<u>% of Budget</u>	
6150 Materials & Supplies	4.71%	\$13,300
6160 Postage	6.02%	\$17,000
6140 Miscellaneous Expense	0.07%	\$200
Total Office Supplies & Misc	10.80%	\$30,500
<u>Capital Outlay</u>		
6300 Furniture & Fixtures	0.14%	\$400
6310 Machinery & Equipment	0.42%	\$1,200
Total Capital Outlay	0.57%	\$1,600
Total Expenditures		\$282,375

2023

Tax Collections Proposed Budget

Revenue

** Actual Allocated Billing may vary \$1 to \$2 due to allocation percentages and billing to the nearest whole dollar amount.*

Prior Year's Unencumbered Surplus		\$70,000
<u>Jurisdiction Allocations*</u>		
Alto ISD	\$27,943	
Jacksonville ISD	\$79,680	
New Summerfield ISD	\$8,115	
Rusk ISD	\$51,090	
Troup ISD	\$23,130	
Wells ISD	\$18,015	
City of Alto	\$3,485	
City of Jacksonville	\$30,420	
City of Rusk	\$11,011	
City of Wells	\$2,112	
0	\$0	
0	\$0	
0	\$0	
0	\$0	
0	\$0	
0	\$0	
Total Jurisdiction Allocations		\$255,000
<u>5140 Other Income</u>		
Tax Certificates	\$1,500	
CAD BPP Penalties	\$1,800	
County BPP Penalties	\$250	
Other	\$0	
Total 5140 Other Income		\$3,550
5150 Interest Income		\$1,800

Budgeted Revenue	\$330,350
Budgeted Exenditures (-)	\$282,375
Expected EOY Balance	\$47,975

2023

Tax Collections Proposed Budget

Funding Reimbursement

This is the amount of our budget that will be paid for by utilizing unencumbered prior year surplus funds. We employ this method of "buying down" the budget as a way to refund to you allocation payments that were not spent or dedicated to reserve funds.

Total Collection Budget		\$282,375
Less Incoming Revenues:		
Jurisdiction Allocations	\$255,000	
5140 Other Income	\$3,550	
5150 Interest Income	\$1,800	
Total Incoming Revenue		\$260,350
Funding Reimbursement		\$22,025

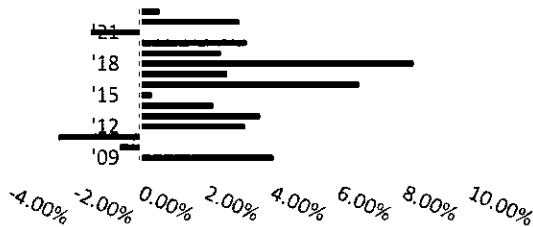
Jurisdiction	Current Allocation Percentage	Share of Funding Reimbursement
Alto ISD	11.0%	\$2,413
Jacksonville ISD	31.2%	\$6,882
New Summerfield ISD	3.2%	\$701
Rusk ISD	20.0%	\$4,413
Troup ISD	9.1%	\$1,998
Wells ISD	7.1%	\$1,556
City of Alto	1.4%	\$301
City of Jacksonville	11.9%	\$2,627
City of Rusk	4.3%	\$951
City of Wells	0.8%	\$182
0	0.0%	\$0
0	0.0%	\$0
0	0.0%	\$0
0	0.0%	\$0
0	0.0%	\$0

Total Funding Reimbursement: \$22,025

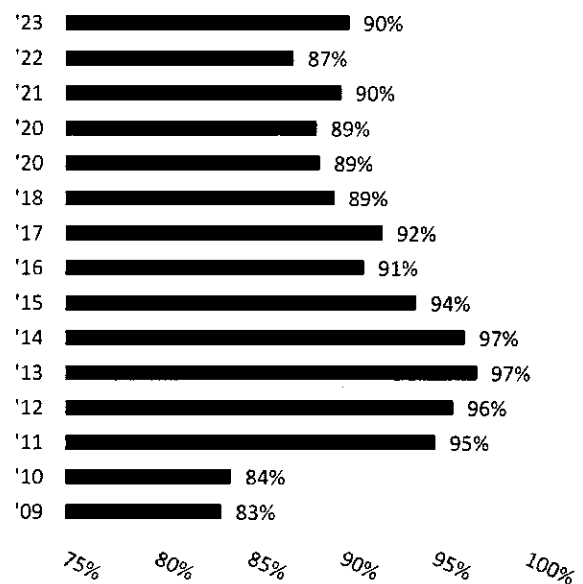
Tax Collections Proposed Budget
15 Year Budget History

Year	Yr	Total Budget	% Change From Prior	Jurisdiction Allocation	% Change From Prior	Funding Level	Budgeted Salaries	% Change From Prior	Salaries as a % of Budget
2008	'08	\$200,526		\$166,200		83%	\$101,600		51%
2009	'09	\$208,562	4.01%	\$174,000	4.69%	83%	\$107,825	6.13%	52%
2010	'10	\$207,288	-0.61%	\$174,000	0.00%	84%	\$108,665	0.78%	52%
2011	'11	\$202,162	-2.47%	\$192,000	10.34%	95%	\$109,220	0.51%	54%
2012	'12	\$208,515	3.14%	\$200,000	4.17%	96%	\$115,537	5.78%	55%
2013	'13	\$216,013	3.60%	\$210,000	5.00%	97%	\$117,810	1.97%	55%
2014	'14	\$220,706	2.17%	\$213,150	1.50%	97%	\$119,560	1.49%	54%
2015	'15	\$221,416	0.32%	\$208,000	-2.42%	94%	\$121,825	1.89%	55%
2016	'16	\$235,990	6.58%	\$215,000	3.37%	91%	\$125,630	3.12%	53%
2017	'17	\$242,100	2.59%	\$223,000	3.72%	92%	\$125,550	-0.06%	52%
2018	'18	\$262,055	8.24%	\$234,500	5.16%	89%	\$138,695	10.47%	53%
2020	'20	\$268,355	2.40%	\$238,000	1.49%	89%	\$144,140	3.93%	54%
2020	'20	\$276,905	3.19%	\$245,140	3.00%	89%	\$147,870	2.59%	53%
2021	'21	\$272,780	-1.49%	\$245,140	0.00%	90%	\$139,240	-5.84%	51%
2022	'22	\$280,860	2.96%	\$245,140	0.00%	87%	\$146,365	5.12%	52%
2023	'23	\$282,375	0.54%	\$255,000	4.02%	90%	\$148,185	1.24%	52%

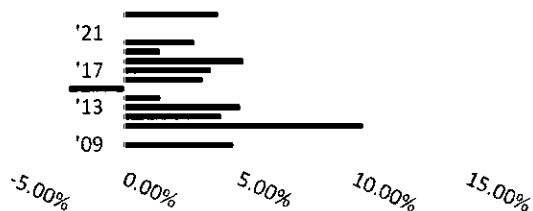
**Total Budget Change
Over Time**



**Funding Level
Over Time**



**Allocated Cost Change
Over Time**



Tax Collections Proposed Budget

Salaries

Position		2023 Budgeted Salary	2023 Actual Salary	2022 Actual Salary	Change in Actual Salary	Remarks
Collections Lead		\$52,255	\$52,255	\$48,610	\$3,645	Retasked to Lead Clerk
Clerk III		\$42,265	\$42,265	\$39,315	\$2,950	COLA
Clerk I		\$35,775	\$35,775	\$37,220	-\$1,445	New Employee
Clerk I.5 - A/C Swing		\$17,890	\$17,890	\$21,220	-\$3,330	2nd year employee
0		\$0	\$0	\$0	\$0	0
0		\$0	\$0	\$0	\$0	0
0		\$0	\$0	\$0	\$0	0
0		\$0	\$0	\$0	\$0	0
0		\$0	\$0	\$0	\$0	0
0		\$0	\$0	\$0	\$0	0
0		\$0	\$0	\$0	\$0	0
0		\$0	\$0	\$0	\$0	0
0		\$0	\$0	\$0	\$0	0
0		\$0	\$0	\$0	\$0	0
0		\$0	\$0	\$0	\$0	0
0		\$0	\$0	\$0	\$0	0
0		\$0	\$0	\$0	\$0	0
Totals		\$148,185	\$148,185	\$146,365	\$1,820	

**Tax Collections Proposed Budget
Comparison**

Account	Current	Previous	Dollar Change	Percent Change
6200 Actual Salaries	\$148,185	\$146,365	\$1,820	1.2%
6200 Budgeted Salaries	\$148,185	\$146,365	\$1,820	1.2%
6190 Retirement	\$13,460	\$13,300	\$160	1.2%
6120 Hospitalization	\$42,925	\$43,650	-\$725	-1.7%
6280 Workers Comp	\$1,190	\$1,180	\$10	0.8%
6255 Taxes - Payroll TWC	\$1,030	\$1,030	\$0	0.0%
6250 Taxes-Payroll Medicare	\$2,160	\$2,130	\$30	1.4%
6030 Computer Services	\$13,525	\$13,605	-\$80	-0.6%
6220 Service Charges-Banks/CC	\$1,200	\$1,200	\$0	0.0%
6010 Audit	\$4,800	\$4,500	\$300	6.7%
6040 Custodial Services	\$1,500	\$1,500	\$0	0.0%
6260 Telephone	\$1,800	\$1,800	\$0	0.0%
6135 Lease Expense-Building	\$2,700	\$2,700	\$0	0.0%
6175 Machinery & Equip Repair & Maint	\$100	\$100	\$0	0.0%
6110 Insurance General	\$2,500	\$2,500	\$0	0.0%
6090 Employee Travel Expense	\$11,200	\$11,200	\$0	0.0%
6230 Statutory Ads & OMA Posts	\$2,000	\$2,000	\$0	0.0%
6150 Office Materials & Supply	\$13,300	\$13,300	\$0	0.0%
6160 Postage	\$17,000	\$17,000	\$0	0.0%
6300 Furniture & Fixtures Capital Exp.	\$400	\$400	\$0	0.0%
6310 Machinery & Equip Capital Exp.	\$1,200	\$1,200	\$0	0.0%
6140 Miscellaneous Expense	\$200	\$200	\$0	0.0%
Total Budget	\$282,375	\$280,860	\$1,515	0.5%



Jacksonville City Council

AGENDA ITEM REPORT

AGENDA DATE:	8/9/2022	ITEM NUMBER:	19.
DEPARTMENT:	Administration	PREPARED BY:	ReNissa Wade, Assistant City Manager
INITIATED BY:	James Hubbard, CITY MANAGER	EXHIBITS:	Resolution 7.26.22 and Ordinance Annexing Landfill, Petition and Affidavit Annexation Landfill

EXECUTIVE SUMMARY:

Request that the City Council consider annexation of City owned property located at 440 Heath Lane, Jacksonville TX 75766. The property is currently under lease to Republic Services for landfill activities (Royal Oaks landfill).

The City of Jacksonville owns the property located at 440 Heath Lane. The property is currently being used as an area landfill. The revenue collected from deposits into the landfill is subject to sales tax. It is in the interest of the City to annex the property in order to allow the City of Jacksonville to benefit from the sales tax revenue. If the annexation is approved by the City Council the estimated new revenue for the City is \$75,000 with \$25,000 of the estimate being remitted to the Jacksonville Economic Development Council (JEDCO).

A petition for voluntary annexation has been filed with the City by the owner of property contiguous to the City of Jacksonville. The applicant is requesting that the property be annexed and become part of the City pursuant to Section 43.0671 of the Texas Local Government Code.

Pursuant to Section 43.0672 of the Texas Local Government Code, the City must first negotiate and enter into a written agreement with the owner, of which said agreement must include a list of each service the municipality will provide on the effective date of the annexation and a schedule that includes the period within which the municipality will provide each service that is not provided on the effective date of the annexation.

Pursuant to Section 43.0673 of the Texas Local Government Code, the City is required to hold one public hearing before it may initiate annexation proceedings for the property.

The territory hereinafter annexed into the City shall be classified under the "O" – Agricultural-Open Space District.

RECOMMENDED ACTION:

It is recommended that the City Council hold a public hearing, approve the annexation of the property located at 440 Heath Lane Jacksonville TX 75766 which is currently under lease to Republic Services for landfill activities (Royal Oaks Landfill) and authorize City services to the newly annexed area.

BID AND AWARD:

BUDGET DATA:

BUDGET JUSTIFICATION:

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

RESOLUTION INTRODUCING ORDINANCE
AND SETTING PUBLIC HEARINGS ON A PROPOSED ANNEXATION

RESOLUTION NO. _____

A RESOLUTION INTRODUCING PROPOSED ORDINANCE ANNEXING TERRITORY AND SETTING A DATE, TIME, AND PLACE FOR A PUBLIC HEARING ON THE PROPOSED ANNEXATION OF CERTAIN PROPERTY BY THE CITY OF JACKSONVILLE, TEXAS, AND AUTHORIZING AND DIRECTING THE MAYOR TO PUBLISH NOTICE OF SUCH PUBLIC HEARING AND SUCH PROPOSED ORDINANCE.

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

SECTION 1. The City Council hereby introduces that certain proposed Ordinance Annexing Territory in the form attached as Exhibit “A” attached hereto and made a part hereof for all purposes. Such proposal shall be published once in a newspaper of general circulation published in the City at least 30 days before said ordinance may be acted upon, in accordance with the Jacksonville City Charter.

SECTION 2: On the 13th day of September, 2022, at 6:00 PM in the City Council Chamber of the City Hall of the City of Jacksonville, Texas, the City Council will hold a public hearing giving all interested persons the right to appear and be heard on the proposed annexation by the City of Jacksonville, Texas of the following described property, to-wit:

TRACT 1: 144.29 acres being a portion of the First Tract called 103.2 acres and all of the Second Tract called 50 acres recorded in Volume 651, Pages 459-460 of the Cherokee County Deed Records and situated in the Thomas Quevedo Three league Grant A-44 about 2.9 miles North 11 degrees East from Jacksonville, Cherokee County, Texas and described by metes and bounds as follows:

Beginning at a rock for the northeast corner of a called 60 acres tract owned by the City of Jacksonville, Texas and recorded in Volume 97, Page 194 of the Cherokee County Deed Records, the same being the southeast corner of the above referenced 103.2 acres tract and in the west boundary line of the Jose Pineda Survey A-41;

Thence with the general line of an old fence along the east boundary line of the called 103.2 acres and the west boundary line of the Pineda Survey North 0 degrees 36 minutes West 95.2 feet to an existing 1/2 inch iron rod and North 2 degrees 07 minutes West 682.9 feet to an existing 1/2 inch iron rod and North 0 degrees 12 minutes West 960.2 feet to a 5/8 inch iron rod in same and being South 0 degrees 12 minutes West 300.0 feet from a 5/8 inch iron rod for the northeast corner of said 103.2 acres tract;

Thence with a line across said 103.2 acres tract South 88 degrees 32 minutes West 1729.8 feet to a 5/8 inch iron rod and South 61 degrees 24 minutes West 1144.8 feet to a 5/8 inch iron rod;

Thence with a line 50 feet from and parallel to the west boundary line of said 103.2 acres tract North 1 degree 01 minutes West 326.1 feet to a steel spike set in the centerline of Heath lane;

Thence with the centerline of said Heath lane South 61 degrees 24 minutes West 56.4 feet to a steel spike in same at the northwest corner of the said 103.2 acres tract;

Thence with the general line of fence along the west boundary line of the called 103.2 acres and 50 acres tracts South 1 degree 01 minutes East 1087.1 feet to a fence corner post and South 0 degrees 31 minutes East 889.5 feet to a 1/4 inch iron rod and South 0 degrees 38 minutes East 824.4 feet to a 5/8 inch iron rod set in concrete at the southwest corner of the called 50 acres tract;

Thence with the general line of an old fence along the south boundary line of the called 50 acres tract North 89 degrees 49 minutes East 1334.4 feet to a 12 inch post oak at the southeast corner of said 50 acres and the southwest corner of the City of Jacksonville called 60 acres tract;

Thence with the general line of an old fence along the east boundary line of said 50 acres and the west boundary line of said 60 acres North 0 degrees 20 minutes West 1347.3 feet to a 5/8 inch iron rod set in concrete at the northeast corner of said 50 acres, the northwest corner of said 60 acres and on the south boundary line of said 103.2 acres;

Thence with the general line of an old fence along the south boundary line of 103.2 acres and the north boundary line of the City of Jacksonville 60 acres tract North 89 degrees 49 minutes East 1456.2 feet to the beginning containing 144.29 acres.

TRACT 2: 69.257 acres being of all two separate tracts called 60 acres and 24 acres and recorded in Volume 97, Page 194 and Volume 195, Page 472 respectively of the Cherokee County Deed Records situated in the Thomas Quevedo Three League Grant A-44 and the Jose Pineda East Four League Grant A-41 about 2.6 miles North 18 degrees East from Jacksonville, Texas and described by metes and bounds as follows:

Beginning at a rock for the northeast corner of the called 60 acres tract in the east line of the T. Quevedo Grant and the west line of the Pineda Grant at the southeast

corner of a called 103.2 acres tract recorded in Volume 651, Page 459 of the Cherokee County Deed Records;

Thence with the general line of an old fence along the south boundary line of called 103.2 acres and the north boundary line of called 60 acres tract South 89 degrees 49 minutes West 1456.2 feet to a 5/8 inch iron rod set in concrete at the northeast corner of a called 50 acres tract recorded in Volume 651, Page 459 of Cherokee County Deed Records;

Thence with the general line of an old fence along common boundary of said 60 and 50 acres tracts South 0 degrees 20 minutes East 1347.3 feet to a 5/8 inch iron rod set in concrete at the other common corner of said tracts;

Thence with the general line of an old fence along south line of said 60 acres tract North 89 degrees 49 minutes East 1453.1 feet to a 5/8 inch iron rod set in concrete at the southeast corner of said 60 acres on the west boundary line of the called 24 acres tract;

Thence with the west boundary line of said 24 acres South 0 degrees 12 minutes East 44.74 feet to a 5/8 inch iron rod set in concrete at the southwest corner of said 24 acres;

Thence with the general line of a fence along the south boundary line of said 24 acres South 89 degrees 55 minutes East 1335.3 feet to a steel spike at the southeast corner of said 24 acres in the centerline of Burma Road;

Thence with the centerline of said road North 3 degrees 35 minutes West 307.2 feet and North 1 degrees 46 minutes West 499.0 feet to a steel spike in same at the northeast corner of said 24 acres;

Thence with the general line of an old fence along the north boundary line of said 24 acres South 89 degrees 40 minutes West 1303.5 feet to a 5/8 inch iron rod set in concrete at the northwest corner of said 24 acres in the east line of the called 60 acres tract;

Thence with the general line of an old fence along the east line of said 60 acres North 0 degrees 12 minutes West 592.34 feet to the beginning containing 69.257 acres.

SECTION 3. The Mayor of the City of Jacksonville, is hereby authorized and directed to cause notice of such public hearing to be published once in a newspaper having general circulation in the city and in the above described territory not more than twenty days nor less than ten days prior to the date of such public hearing, in accordance with the Municipal Annexation Act.

PASSED AND APPROVED this the 9th day of August, 2022.

Randy Gorham, Mayor

ATTEST:

Greg Lowe, City Secretary

EXHIBIT "A"
TO RESOLUTION INTRODUCING ORDINANCE
ORDINANCE ANNEXING TERRITORY

AN ORDINANCE ANNEXING THE HEREINAFTER DESCRIBED TERRITORY TO THE CITY OF JACKSONVILLE, CHEROKEE COUNTY, TEXAS, AND EXTENDING THE BOUNDARY LIMITS OF SAID CITY SO AS TO INCLUDE SAID HEREINAFTER DESCRIBED PROPERTY WITHIN SAID CITY LIMITS, AND GRANTING TO ALL THE INHABITANTS OF SAID PROPERTY ALL THE RIGHTS AND PRIVILEGES OF OTHER CITIZENS AND BINDING SAID INHABITANTS BY ALL OF THE ACTS, ORDINANCES, RESOLUTIONS, AND REGULATIONS OF SAID CITY, AND ADOPTING A SERVICE PLAN.

WHEREAS, Chapter 43 of the Texas Local Government Code and/or Charter of the City of Jacksonville, Texas, an incorporated city, authorizes the annexation of territory, subject to the laws of this state.

WHEREAS, the procedures prescribed by the Texas Local Government Code and/or Charter of the City of Jacksonville, Texas, and the laws of this state have been duly followed with respect to the following described territory, to wit:

TRACT 1: 144.29 acres being a portion of the first Tract called 103.2 acres and all of the Second Tract called 50 acres recorded in Volume 651, Pages 459-460 of the Cherokee County Deed Records and situated in the Thomas Quevedo Three league Grant A-44 about 2.9 miles North 11 degrees East from Jacksonville, Cherokee County, Texas and described by metes and bounds as follows:

Beginning at a rock for the northeast corner of a called 60 acres tract owned by the City of Jacksonville, Texas and recorded in Volume 97, Page 194 of the Cherokee County Deed Records, the same being the southeast corner of the above referenced 103.2 acres tract and in the west boundary line of the Jose Pineda Survey A-41;

Thence with the general line of an old fence along the east boundary line of the called 103.2 acres and the west boundary line of the Pineda Survey North 0 degrees 36 minutes West 95.2 feet to an existing 1/2 inch iron rod and North 2 degrees 07 minutes West 682.9 feet to an existing 1/2 inch iron rod and North 0 degrees 12 minutes West 960.2 feet to a 5/8 inch iron rod in same and being South 0 degrees 12 minutes West 300.0 feet from a 5/8 inch iron rod for the northeast corner of said 103.2 acres tract;

Thence with a line across said 103.2 acres tract South 88 degrees 32 minutes West 1729.8 feet to a 5/8 inch iron rod and South 61 degrees 24 minutes West 1144.8 feet to a 5/8 inch iron rod;

Thence with a line 50 feet from and parallel to the west boundary line of said 103.2 acres tract North 1 degree 01 minutes West 326.1 feet to a steel spike set in the centerline of Heath lane;

Thence with the centerline of said Heath lane South 61 degrees 24 minutes West 56.4 feet to a steel spike in same at the northwest corner of the said 103.2 acres tract;

Thence with the general line of fence along the west boundary line of the called 103.2 acres and 50 acres tracts South 1 degree 01 minutes East 1087.1 feet to a fence corner post and South 0 degrees 31 minutes East 889.5 feet to a 1/2 inch iron rod and South 0 degrees 38 minutes East 824.4 feet to a 5/8 inch iron rod set in concrete at the southwest corner of the called 50 acres tract;

Thence with the general line of an old fence along the south boundary line of the called 50 acres tract North 89 degrees 49 minutes East 1334.4 feet to a 12 inch post oak at the southeast corner of said 50 acres and the southwest corner of the City of Jacksonville called 60 acres tract;

Thence with the general line of an old fence along the east boundary line of said 50 acres and the west boundary line of said 60 acres North 0 degrees 20 minutes West 1347.3 feet to a 5/8 inch iron rod set in concrete at the northeast corner of said 50 acres, the northwest corner of said 60 acres and on the south boundary line of said 103.2 acres;

Thence with the general line of an old fence along the south boundary line of 103.2 acres and the north boundary line of the City of Jacksonville 60 acres tract North 89 degrees 49 minutes East 1456.2 feet to the beginning containing 144.29 acres.

TRACT 2: 69.257 acres being of all two separate tracts called 60 acres and 24 acres and recorded in Volume 97, Page 194 and Volume 195, Page 472 respectively of the Cherokee County Deed Records situated in the Thomas Quevado Three League Grant A-44 and the Jose Pineda East Four League Grant A-41 about 2.6 miles North 18 degrees East from Jacksonville, Texas and described by metes and bounds as follows:

Beginning at a rock for the northeast corner of the called 60 acres tract in the east line of the T. Quevado Grant and the west line of the Pineda Grant at the southeast corner of a called 103.2 acres tract recorded in Volume 651, Page 459 of the Cherokee County Deed Records;

Thence with the general line of an old fence along the south boundary line of called 103.2 acres and the north boundary line of called 60 acres tract South 89 degrees 49 minutes West 1456.2 feet to a 5/8 inch iron rod set in concrete at the northeast corner of a called 50 acres tract recorded in Volume 651, Page 459 of Cherokee County Deed Records;

Thence with the general line of an old fence along common boundary of said 60 and 50 acres tracts South 0 degrees 20 minutes East 1347.3 feet to a 5/8 inch iron rod set in concrete at the other common corner of said tracts;

Thence with the general line of an old fence along south line of said 60 acres tract North 89 degrees 49 minutes East 1453.1 feet to a 5/8 inch iron rod set in concrete at the southeast corner of said 60 acres on the west boundary line of the called 24 acres tract;

Thence with the west boundary line of said 24 acres South 0 degrees 12 minutes East 44.74 feet to a 5/8 inch iron rod set in concrete at the southwest corner of said 24 acres;

Thence with the general line of a fence along the south boundary line of said 24 acres South 89 degrees 55 minutes East 1335.3 feet to a steel spike at the southeast corner of said 24 acres in the centerline of Burma Road;

Thence with the centerline of said road North 3 degrees 35 minutes West 307.2 feet and North 1 degrees 46 minutes West 499.0 feet to a steel spike in same at the northeast corner of said 24 acres;

Thence with the general line of an old fence along the north boundary line of said 24 acres South 89 degrees 40 minutes West 1303.5 feet to a 5/8 inch iron rod set in concrete at the northwest corner of said 24 acres in the east line of the called 60 acres tract;

Thence with the general line of an old fence along the east line of said 60 acres North 0 degrees 12 minutes West 592.34 feet to the beginning containing 69.257 acres.

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

1. That the heretofore described property is hereby annexed to the City of Jacksonville, Cherokee County, Texas, and that the boundary limits of the City of Jacksonville be and the same are hereby extended to include the above described territory within the city limits of the City of Jacksonville, and the same shall hereafter be included within the territorial limits of said city, and the inhabitants thereof shall hereafter be entitled to all the rights

and privileges of other citizens of the City of Jacksonville and they shall be bound by the acts, ordinances, resolutions, and regulations of said city.

2. A service plan for the area is hereby adopted and attached as Exhibit A.

The City Secretary is hereby directed to file with the County Clerk of Cherokee County, Texas, a certified copy of this ordinance.

PASSED by an affirmative vote of the requisite number of members of the City Council this the _____ day of _____, 2022.

APPROVED:

Randy Gorham, Mayor

ATTEST:

Greg Lowe, City Secretary

APPROVED AS TO FORM:

D. Brett Brewer, City Attorney

PETITION REQUESTING ANNEXATION BY AREA LANDOWNERS

TO THE MAYOR OF THE GOVERNING BODY OF JACKSONVILLE, TEXAS:

The undersigned, acting in the capacity stated on behalf of the City of Jacksonville, owner of the hereinafter described tract of land, which is without residents, or on which fewer than three qualified voters reside, hereby waives the requirement to be offered a development agreement pursuant to Section 43.016 of the Texas Local Government Code if otherwise applicable, and petitions your honorable Body to extend the present city limits so as to include as a part of the City of Jacksonville, Texas, the following described territory, to wit:

TRACT 1: 144.29 acres being a portion of the First Tract called 103.2 acres and all of the Second Tract called 50 acres recorded in Volume 651, Pages 459-460 of the Cherokee County Deed Records and situated in the Thomas Quevedo Three league Grant A-44 about 2.9 miles North 11 degrees East from Jacksonville, Cherokee County, Texas and described by metes and bounds as follows:

Beginning at a rock for the northeast corner of a called 60 acres tract owned by the City of Jacksonville, Texas and recorded in Volume 97, Page 194 of the Cherokee County Deed Records, the same being the southeast corner of the above referenced 103.2 acres tract and in the west boundary line of the Jose Pineda Survey A-41;

Thence with the general line of an old fence along the east boundary line of the called 103.2 acres and the west boundary line of the Pineda Survey North 0 degrees 36 minutes West 95.2 feet to an existing 1/2 inch iron rod and North 2 degrees 07 minutes West 682.9 feet to an existing 1/2 inch iron rod and North 0 degrees 12 minutes West 960.2 feet to a 5/8 inch iron rod in same and being South 0 degrees 12 minutes West 300.0 feet from a 5/8 inch iron rod for the northeast corner of said 103.2 acres tract;

Thence with a line across said 103.2 acres tract South 88 degrees 32 minutes West 1729.8 feet to a 5/8 inch iron rod and South 61 degrees 24 minutes West 1144.8 feet to a 5/8 inch iron rod;

Thence with a line 50 feet from and parallel to the west boundary line of said 103.2 acres tract North 1 degree 01 minutes West 326.1 feet to a steel spike set in the centerline of Heath lane;

Thence with the centerline of said Heath lane South 61 degrees 24 minutes West 56.4 feet to a steel spike in same at the northwest corner of the said 103.2 acres tract;

Thence with the general line of fence along the west boundary line of the called 103.2 acres and 50 acres tracts South 1 degree 01 minutes East 1087.1 feet to a

fence corner post and South 0 degrees 31 minutes East 889.5 feet to a 1/4 inch iron rod and South 0 degrees 38 minutes East 824.4 feet to a 5/8 inch iron rod set in concrete at the southwest corner of the called 50 acres tract;

Thence with the general line of an old fence along the south boundary line of the called 50 acres tract North 89 degrees 49 minutes East 1334.4 feet to a 12 inch post oak at the southeast corner of said 50 acres and the southwest corner of the City of Jacksonville called 60 acres tract;

Thence with the general line of an old fence along the east boundary line of said 50 acres and the west boundary line of said 60 acres North 0 degrees 20 minutes West 1347.3 feet to a 5/8 inch iron rod set in concrete at the northeast corner of said 50 acres, the northwest corner of said 60 acres and on the south boundary line of said 103.2 acres;

Thence with the general line of an old fence along the south boundary line of 103.2 acres and the north boundary line of the City of Jacksonville 60 acres tract North 89 degrees 49 minutes East 1456.2 feet to the beginning containing 144.29 acres.

TRACT 2: 69.257 acres being of all two separate tracts called 60 acres and 24 acres and recorded in Volume 97, Page 194 and Volume 195, Page 472 respectively of the Cherokee County Deed Records situated in the Thomas Quevado Three League Grant A-44 and the Jose Pineda East Four League Grant A-41 about 2.6 miles North 18 degrees East from Jacksonville, Texas and described by metes and bounds as follows:

Beginning at a rock for the northeast corner of the called 60 acres tract in the east line of the T. Quevado Grant and the west line of the Pineda Grant at the southeast corner of a called 103.2 acres tract recorded in Volume 651, Page 459 of the Cherokee County Deed Records;

Thence with the general line of an old fence along the south boundary line of called 103.2 acres and the north boundary line of called 60 acres tract South 89 degrees 49 minutes West 1456.2 feet to a 5/8 inch iron rod set in concrete at the northeast corner of a called 50 acres tract recorded in Volume 651, Page 459 of Cherokee County Deed Records;

Thence with the general line of an old fence along common boundary of said 60 and 50 acres tracts South 0 degrees 20 minutes East 1347.3 feet to a 5/8 inch iron rod set in concrete at the other common corner of said tracts;

Thence with the general line of an old fence along south line of said 60 acres tract North 89 degrees 49 minutes East 1453.1 feet to a 5/8 inch iron rod set in concrete

at the southeast corner of said 60 acres on the west boundary line of the called 24 acres tract;

Thence with the west boundary line of said 24 acres South 0 degrees 12 minutes East 44.74 feet to a 5/8 inch iron rod set in concrete at the southwest corner of said 24 acres;

Thence with the general line of a fence along the south boundary line of said 24 acres South 89 degrees 55 minutes East 1335.3 feet to a steel spike at the southeast corner of said 24 acres in the centerline of Burma Road;

Thence with the centerline of said road North 3 degrees 35 minutes West 307.2 feet and North 1 degrees 46 minutes West 499.0 feet to a steel spike in same at the northeast corner of said 24 acres;

Thence with the general line of an old fence along the north boundary line of said 24 acres South 89 degrees 40 minutes West 1303.5 feet to a 5/8 inch iron rod set in concrete at the northwest corner of said 24 acres in the east line of the called 60 acres tract;

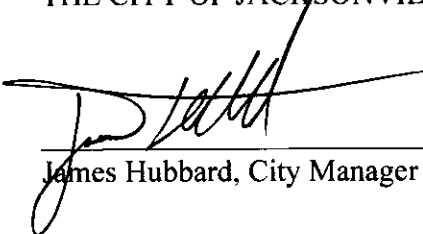
Thence with the general line of an old fence along the east line of said 60 acres North 0 degrees 12 minutes West 592.34 feet to the beginning containing 69.257 acres.

We certify that the above described tract of land is contiguous and adjacent to the City of Jacksonville, Texas, is not more than one-half mile in width, and that this petition is signed and duly acknowledged by each and every person having an interest in said land.

Attached hereto as Exhibit "A" is an affidavit certifying that the petition is signed by all owners of the subject property.

THE CITY OF JACKSONVILLE

By:


James Hubbard, City Manager

(Acknowledgment)

THE STATE OF TEXAS

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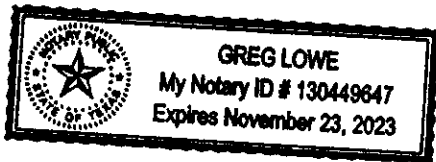
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COUNTY OF CHEROKEE

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BEFORE ME, the undersigned authority, on this day personally appeared James Hubbard in his capacity as City Manager of the City of Jacksonville, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, this 29th day of July, 2022.



Greg Lowe
Notary Public, State of Texas

Exhibit "A"

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

AFFIDAVIT OF OWNER REQUESTING
ANNEXATION BY THE CITY OF JACKSONVILLE

THE STATE OF TEXAS

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COUNTY OF CHEROKEE

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Before me, the undersigned authority, a Notary Public in and for the State of Texas on this day personally appeared James Hubbard, City Manager of the City of Jacksonville, known to me to be a credible person above the age of eighteen years, having never been convicted of a felony, of sound mind, who, upon being duly sworn did upon oath depose and say as follows:

“The City of Jacksonville, Texas is filing a petition requesting annexation by area landowners and is the only owner of the following described real property, to-wit:

TRACT 1: 144.29 acres being a portion of the First Tract called 103.2 acres and all of the Second Tract called 50 acres recorded in Volume 651, Pages 459-460 of the Cherokee County Deed Records and situated in the Thomas Quevedo Three league Grant A-44 about 2.9 miles North 11 degrees East from Jacksonville, Cherokee County, Texas and described by metes and bounds as follows:

Beginning at a rock for the northeast corner of a called 60 acres tract owned by the City of Jacksonville, Texas and recorded in Volume 97, Page 194 of the Cherokee County Deed Records, the same being the southeast corner of the above referenced 103.2 acres tract and in the west boundary line of the Jose Pineda Survey A-41;

Thence with the general line of an old fence along the east boundary line of the called 103.2 acres and the west boundary line of the Pineda Survey North 0 degrees 36 minutes West 95.2 feet to an existing 1/2 inch iron rod and North 2 degrees 07 minutes West 682.9 feet to an existing 1/2 inch iron rod and North 0 degrees 12 minutes West 960.2 feet to a 5/8 inch iron rod in same and being South 0 degrees 12 minutes West 300.0 feet from a 5/8 inch iron rod for the northeast corner of said 103.2 acres tract;

Thence with a line across said 103.2 acres tract South 88 degrees 32 minutes West 1729.8 feet to a 5/8 inch iron rod and South 61 degrees 24 minutes West 1144.8 feet to a 5/8 inch iron rod;

Thence with a line 50 feet from and parallel to the west boundary line of said 103.2 acres tract North 1 degree 01 minutes West 326.1 feet to a steel spike set in the centerline of Heath lane;

Thence with the centerline of said Heath lane South 61 degrees 24 minutes West 56.4 feet to a steel spike in same at the northwest corner of the said 103.2 acres tract;

Thence with the general line of fence along the west boundary line of the called 103.2 acres and 50 acres tracts South 1 degree 01 minutes East 1087.1 feet to a fence corner post and South 0 degrees 31 minutes East 889.5 feet to a 1/4 inch iron rod and South 0 degrees 38 minutes East 824.4 feet to a 5/8 inch iron rod set in concrete at the southwest corner of the called 50 acres tract;

Thence with the general line of an old fence along the south boundary line of the called 50 acres tract North 89 degrees 49 minutes East 1334.4 feet to a 12 inch post oak at the southeast corner of said 50 acres and the southwest corner of the City of Jacksonville called 60 acres tract;

Thence with the general line of an old fence along the east boundary line of said 50 acres and the west boundary line of said 60 acres North 0 degrees 20 minutes West 1347.3 feet to a 5/8 inch iron rod set in concrete at the northeast corner of said 50 acres, the northwest corner of said 60 acres and on the south boundary line of said 103.2 acres;

Thence with the general line of an old fence along the south boundary line of 103.2 acres and the north boundary line of the City of Jacksonville 60 acres tract North 89 degrees 49 minutes East 1456.2 feet to the beginning containing 144.29 acres.

TRACT 2: 69.257 acres being of all two separate tracts called 60 acres and 24 acres and recorded in Volume 97, Page 194 and Volume 195, Page 472 respectively of the Cherokee County Deed Records situated in the Thomas Quevado Three League Grant A-44 and the Jose Pineda East Four League Grant A-41 about 2.6 miles North 18 degrees East from Jacksonville, Texas and described by metes and bounds as follows:

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Thence with the general line of an old fence along the south boundary line of called 103.2 acres and the north boundary line of called 60 acres tract South 89 degrees 49 minutes West 1456.2 feet to a 5/8 inch iron rod set in concrete at the northeast corner of a called 50 acres tract recorded in Volume 651, Page 459 of Cherokee County Deed Records;

Thence with the general line of an old fence along common boundary of said 60 and 50 acres tracts South 0 degrees 20 minutes East 1347.3 feet to a 5/8 inch iron rod set in concrete at the other common corner of said tracts;

Thence with the general line of an old fence along south line of said 60 acres tract North 89 degrees 49 minutes East 1453.1 feet to a 5/8 inch iron rod set in concrete at the southeast corner of said 60 acres on the west boundary line of the called 24 acres tract;

Thence with the west boundary line of said 24 acres South 0 degrees 12 minutes East 44.74 feet to a 5/8 inch iron rod set in concrete at the southwest corner of said 24 acres;

Thence with the general line of a fence along the south boundary line of said 24 acres South 89 degrees 55 minutes East 1335.3 feet to a steel spike at the southeast corner of said 24 acres in the centerline of Burma Road;

Thence with the centerline of said road North 3 degrees 35 minutes West 307.2 feet and North 1 degrees 46 minutes West 499.0 feet to a steel spike in same at the northeast corner of said 24 acres;

Thence with the general line of an old fence along the north boundary line of said 24 acres South 89 degrees 40 minutes West 1303.5 feet to a 5/8 inch iron rod set in concrete at the northwest corner of said 24 acres in the east line of the called 60 acres tract;

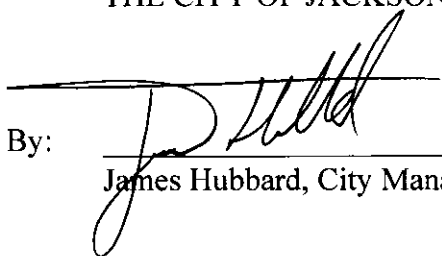
Thence with the general line of an old fence along the east line of said 60 acres North 0 degrees 12 minutes West 592.34 feet to the beginning containing 69.257 acres.

“The above referenced Petition Requesting Annexation by area landowner into the City of Jacksonville is signed by property owner of said property either as designated by the City Council or as described in said Petition.”

Further deponent sayeth not.

THE CITY OF JACKSONVILLE

By:


James Hubbard, City Manager

(Jurat)

SUBSCRIBED AND SWORN TO BEFORE ME on this ____ day of _____, 2022, by James Hubbard, City Manager, City of Jacksonville.

Notary Public, State of Texas

(Acknowledgment)

THE STATE OF TEXAS

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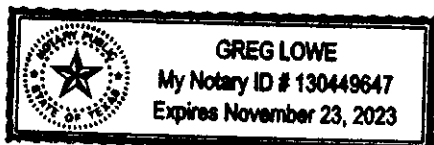
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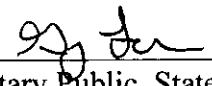
COUNTY OF CHEROKEE

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BEFORE ME, the undersigned authority, on this day personally appeared James Hubbard, in his capacity as City Manager of the City of Jacksonville, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, this 29th day of July, 2022.




Notary Public, State of Texas



Jacksonville City Council

AGENDA ITEM REPORT

AGENDA DATE:	<u>8/9/2022</u>	ITEM NUMBER:	<u>20.</u>
DEPARTMENT:	<u>Administration</u>	PREPARED BY:	<u>Shane Pace</u>
INITIATED BY:	<u>Shane Pace</u>	EXHIBITS:	<u>Resolution 7.26.22 (007) Intro Ordinance Annex Golf Course, Ordinance 7.26.22 (005) Annexing golf course, JEDCO Golf Course Annexation Plat, Signed Affidavit of Owner Golf Course, Signed Petition Golf Course</u>

EXECUTIVE SUMMARY:

SUMMARY STATEMENT: A petition for voluntary annexation has been filed with the City by the owner of approximately 187 acres +/- of real property, located at 14499 E. US HWY 79 E, contiguous to the City of Jacksonville. The applicant is requesting that the property be annexed and become part of the City pursuant to Section 43.0671 of the Texas Local Government Code.

Pursuant to Section 43.0672 of the Texas Local Government Code, the City must first negotiate and enter into a written agreement with the owner, of which said agreement must include a list of each service the municipality will provide on the effective date of the annexation and a schedule that includes the period within which the municipality will provide each service that is not provided on the effective date of the annexation.

Pursuant to Section 43.0673 of the Texas Local Government Code, the City is required to hold one public hearing before it may initiate annexation proceedings for the property. The City Council will hold a public hearing and consider adoption of the annexation ordinance on September 13, 2022 at 6:00pm in the City Hall Council Chambers.

The territory hereinafter annexed into the City shall be classified under the "O" – Agricultural-Open Space District.

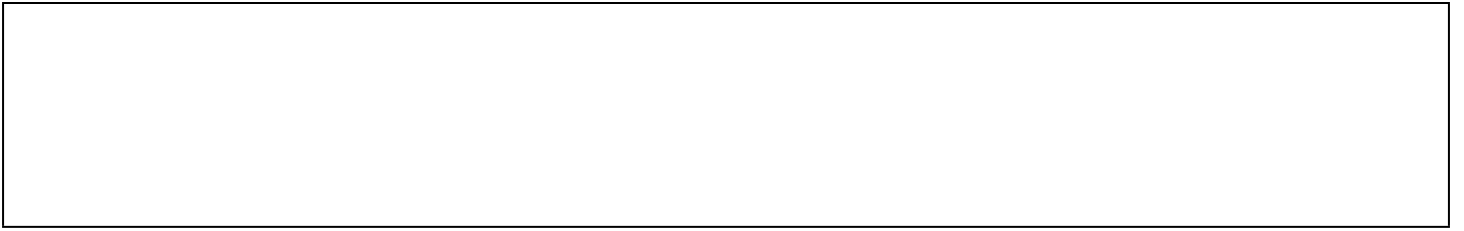
RECOMMENDED ACTION:

Approve the resolution

BID AND AWARD:

BUDGET DATA:

BUDGET JUSTIFICATION:



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

Section 43.0671 of the Texas Local Government Code

RESOLUTION INTRODUCING ORDINANCE
AND SETTING PUBLIC HEARINGS ON A PROPOSED ANNEXATION

RESOLUTION NO. _____

A RESOLUTION INTRODUCING PROPOSED ORDINANCE ANNEXING TERRITORY AND SETTING A DATE, TIME, AND PLACE FOR A PUBLIC HEARING ON THE PROPOSED ANNEXATION OF CERTAIN PROPERTY BY THE CITY OF JACKSONVILLE, TEXAS, AND AUTHORIZING AND DIRECTING THE MAYOR TO PUBLISH NOTICE OF SUCH PUBLIC HEARING AND SUCH PROPOSED ORDINANCE.

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

SECTION 1. The City Council hereby introduces that certain proposed Ordinance Annexing Territory in the form attached as Exhibit “A” attached hereto and made a part hereof for all purposes. Such proposal shall be published once in a newspaper of general circulation published in the City at least 30 days before said ordinance may be acted upon, in accordance with the Jacksonville City Charter.

SECTION 2: On the 13th day of September, 2022, at 6:00 PM in the City Council Chamber of the City Hall of the City of Jacksonville, Texas, the City Council will hold a public hearing giving all interested persons the right to appear and be heard on the proposed annexation by the City of Jacksonville, Texas of the following described property, to-wit:

TRACT ONE: BEING 78.74 acres of land in BLOCK No. 27 OF THE JOSE PINEDA EAST FOUR LEAGUE GRANT, ABSTRACT No. 41, CHEROKEE COUNTY, TEXAS, and being a part of that Tract 2 called 102.92 acres S&E 0.559 acres from Bogey Streak, LLC to Harold & Maurine Rhodes, Co-Trustees, on December 12, 2013 and recorded in Volume 2200, Page 643 of the Official Records of Cherokee County, Texas (hereinafter shown as volume/page, OR, LR for Land Records, DR for Deed Records, PR for Plat Records): SAID tract described as follows: BEARINGS are based on the Texas Coordinate System of 1983, Texas Central Zone per GPS observations: All coordinates are U.S. Survey Feet, NAD83(2011) Epoch 2010.0000 per Trimble VRS Network Solutions: At the point of beginning, the angle of convergence is 02°38’13” and the combined scale factor is 1.000011: To get geodetic bearings, rotate the bearings recited herein, clockwise, by the angle of convergence: All distances are grid and to get surface distances, divide the distances recited herein by the combined scale factor: w/cap = a plastic cap marked Affiliated Surveyors: w/washer = a stainless steel washer marked Affiliated Surveyors: w/McCown cap = a plastic cap marked MCCOWN 4080 or McCown Surveying: w/Hearn cap = a plastic cap marked HEARN: SEE PLAT:

BEGINNING at a 1” iron bar found for the Southwest corner of said 102.92 acres, the Northwest corner of that 6.38 acres from C.R. McClung et ux to Cherokee County, Texas on July 29, 1929 in 137/484, DR, the Southeast corner of that tract

from T.B. & Elizabeth Pearsall to Priscilla Pearsall on July 29, 1983 in 881/322, LR, and in the North line of U.S. Highway No. 79, same having a state plane coordinate with a Northing of 10717408.626 feet and an Easting of 3883722.117 feet, from which an old concrete highway monument found is South 81°06'17" West, 32.63 feet;

THENCE North 02°59'47" West, with the West line of said 102.92 acres and Pearsall tract, 38.93 feet to a ½" steel rod found in a rock pile for angle point;

THENCE North 03°25'23" West, with the West line of said 102.92 acres, passing the Northeast corner of Pearsall and the Southeast corner of that Tract 1 called 26 acres from T.B. & Elizabeth Pearsall to Susan Pearsall on July 29, 1983 in 881/231, LR, continuing in all 1744.72 feet to a 3/8" steel rod found for the Northeast corner of said 26 acres and the Southeast corner of that 2.30 acres from Stephen & Mary Ayers to Harold & Maurine Rhodes on July 7, 2014 in 2227/439, OR, from which a 3/8" steel rod found for the Southwest corner of said 2.30 acres is South 86°42'22" West, 405.29 feet;

THENCE North 01°07'38" West, with the West line of said 102.92 acres and the East line of said 2.30 acres, 512.71 feet to a ½" steel rod w/cap set for the North corner of said 2.30 acres, the Northwest corner of said 102.92 acres, in the West line of that 225 acres in Substitute Trustees Deed from Cherokee Country Club of Jacksonville to D. Brett Brewer, Substitute Trustee for Franklin Bank, SSB f/k/a Jacksonville Savings Bank, SSB on November 7, 2006 in 1816/244, OR, and the Southwest corner of 1.52 acres, this day created, (hereinafter shown as Tract Four) in the Southeast occupied margin of County Road No. 4209;

THENCE with the Northwest line of said 102.92 acres, the Southeast line of Tract Four, and along the occupied Southeast and South margin of County Road No. 4209 as follows:

North 24°37'53" East, 167.34 feet;

North 17°09'14" East, 60.22 feet;

North 47°19'15" East, 50.72 feet;

North 65°27'05" East, 53.91 feet;

North 80°04'00" East, 125.60 feet;

North 74°42'47" East, 358.10 feet;

North 76°25'36" East, 121.60 feet;

North 86°20'15" East, 350.25 feet to a ½" steel rod w/cap set at a fence corner for the Northeast corner of this tract and the Northwest corner of 21.38 acres, this day created (hereinafter shown as Tract Three);

THENCE with the West line of Tract Three as follows:

South 07°54'01" East, 486.22 feet to a ½" steel rod w/cap set in a fence;

South 28°50'30" East, 494.87 feet to a ½" steel rod w/cap set in a fence;

South 29°13'11" East, 650.00 feet to a ½" steel rod w/cap set in a fence;

South 16°41'23" West, at 469.79 feet pass a ½" steel rod w/cap set on line at a fence corner, continuing in all 576.73 to a ½" steel rod w/cap set for the Southwest corner of Tract Three in the North line of that 0.559 acres from Norton Holding Company, LLC to C.R. & Peggy Irby on October 29, 2007 in 1883/128, OR;

THENCE South 67°32'08" West, with the North line of said 0.559 acres, 31.59 feet to a ½" steel rod found on the East bank of a creek for the West corner of said 0.559 acres in the West line of that 4.83 acres from Harry & Wanda Cummins to Connell & Peggy Irby on January 14, 1971 in 625/777, DR, for the Northwest corner of that 2.180 acres from Connell & Peggy Irby to Stephanie Moake on December 22, 2010 in 2053/115, OR and in an interior line of said 102.92 acres;

THENCE with the most Southerly East line of said 102.92 acres, the West line of said 2.180 acres, and along the East bank of a creek as follows:

South 23°57'06" West, 47.37 feet;

South 77°24'00" West, 45.80 feet;

South 00°19'52" East, 45.81 feet;

South 27°00'03" West, 41.06 feet;

South 52°21'47" West, 91.56 feet;

South 01°51'25" East, 40.13 feet;

South 30°19'27" East, 58.48 feet;

South 20°01'16" East, 192.36 feet to a point for the Southeast corner of said 102.92 acres, the Southwest corner of said 2.180 acres, in the North line of said 6.38 acres and U.S. Highway No. 79, from which a ½" steel rod w/Hearn cap found for reference is South 20°01'16" East, 0.29 feet, and from said point, a concrete highway monument found for an angle point in the North line of said 6.38 acres and U.S. Highway No. 79 is North 82°35'00" East, 89.09 feet;

THENCE with the North line of said 6.38 acres & U.S. Highway No. 79 and the South line of said 102.92 acres as follows:

South 82°35'00" West, at 104.09 feet pass a concrete highway monument found, continuing in all 110.99 feet to a concrete highway monument found;

South 78°20'50" West, 300.38 feet to a ½" steel rod w/cap set for the East corner of that 0.219 acres from Cherokee Country Club of Jacksonville to State of Texas on September 21, 1967 in 589/695, DR;

THENCE with the North line of U.S. Highway No. 79 & said 0.219 acres as follows:

South 81°21'35" West, 101.97 feet to a ½" steel rod w/cap set;

North 79°44'41" West, 105.95 feet to a concrete highway monument found;

South 80°57'55" West, 100.22 feet to a concrete highway monument found;

South 56°44'15" West, 101.39 feet to a ½" steel rod w/cap set for an "ELL" corner of this tract and the most Southerly Southeast corner of 3.04 acres, this day created (hereinafter shown as Tract Two);

THENCE with the East, North, and West lines of Tract Two as follows:

North 04°57'26" West, 134.79 feet to a ½" steel rod w/cap set;
North 06°42'31" West, 57.29 feet to a ½" steel rod w/cap set;
North 09°43'19" West, 63.89 feet to a ½" steel rod w/cap set;
North 07°02'38" West, 45.51 feet to a ½" steel rod w/cap set;
North 04°11'10" West, 51.89 feet to a ½" steel rod w/cap set;
North 01°30'27" West, 99.67 feet to a ½" steel rod w/cap set;
North 06°10'05" West, 517.77 feet to a ½" steel rod w/cap set;
North 11°53'46" West, 88.46 feet to a ½" steel rod w/cap set;
North 79°11'25" East, 57.27 feet to a 60d set at the tip of a "V" cut in concrete;

North 13°24'47" West, 240.00 feet to a ½" steel rod w/cap set;
North 79°46'09" East, 131.22 feet to a ½" steel rod w/cap set;
North 44°32'15" East, 67.52 feet to a ½" steel rod w/cap set;
North 01°36'59" East, 106.15 feet to a ½" steel rod w/cap set;
North 06°52'25" West, 63.47 feet to a ½" steel rod w/cap set;
North 29°51'43" West, 64.48 feet to a ½" steel rod w/cap set;
North 70°45'23" West, 42.57 feet to a ½" steel rod w/cap set;
South 83°11'12" West, 32.22 feet to a ½" steel rod w/cap set;
South 28°18'32" West, 24.57 feet to a ½" steel rod w/cap set;
North 62°27'36" West, 28.17 feet to a ½" steel rod w/cap set;
South 29°46'35" West, 49.10 feet to a ½" steel rod w/cap set;
North 60°21'51" West, 8.21 feet to a ½" steel rod w/cap set;
North 82°28'21" West, 4.17 feet to a ½" steel rod w/cap set;
South 85°46'16" West, 70.86 feet to a ½" steel rod w/cap set;
South 05°52'44" East, 243.76 feet to a ½" steel rod w/cap set;
South 03°46'27" East, 245.18 feet to a 60d nail w/washer set in asphalt;
South 04°24'28" East, 296.68 feet to a ½" steel rod w/cap set;
South 06°12'56" East, 322.81 feet to a ½" steel rod w/cap set;
South 01°29'03" East, 96.41 feet to a ½" steel rod w/cap set;
South 04°12'18" East, 54.76 feet to a ½" steel rod w/cap set;
South 06°59'36" East, 48.97 feet to a ½" steel rod w/cap set;
South 09°34'56" East, 64.58 feet to a ½" steel rod w/cap set;
South 06°30'27" East, 57.41 feet to a ½" steel rod w/cap set;
South 00°41'16" East, 138.57 feet to a ½" steel rod w/cap set for the Southwest corner of Tract Two in the South line of said 102.92 acres and the North line of said 6.38 acres and U.S. Highway No. 79;

THENCE with the South line of said 102.92 acres and the North line of said 6.38 acres and U.S. Highway No. 79 as follows:

South 81°12'40" West, 295.30 feet to a concrete highway monument found;

North 08°04'23" West, 17.04 feet to a concrete highway monument found;
South 81°06'17" West, at 152.22 feet pass a concrete highway monument found on line, continuing in all, 220.17 feet to the PLACE OF BEGINNING, and containing within these calls, 78.74 acres of land. This division is not subject to the Cherokee County, Texas Subdivision Ordinance under the Exception to the Plat section of said Ordinance.

TRACT TWO: BEING 82.79 acres of land in lying partly in BLOCK No. 22, BLOCK No. 23, & BLOCK No. 27 OF THE JOSE PINEDA EAST FOUR LEAGUE GRANT, ABSTRACT No. 41, CHEROKEE COUNTY, TEXAS, and being all of that Tract 2 called 42.80 acres S&E 0.018 acres, Tract 3 called 10.71 acres, Tract 4 called 7.36 acres, Tract 5 called 0.023 acres, Tract 7 called 3.201 acres, Tract 8 called 3.241 acres, Tract 9 called 3.221 acres, Tract 10 called 0.867 acres, Tract 11 called 3.712 acres, Tract 12 called 4.573 acres, and Tract 13 called 3.234 acres from Bogey Streak, LLC to Harold & Maurine Rhodes, Co-Trustees, on December 12, 2013 and recorded in Volume 2200, Page 643 of the Official Records of Cherokee County, Texas (hereinafter shown as volume/page, OR, LR for Land Records, DR for Deed Records, PR for Plat Records), and all of that called 0.15 acres from Bogey Streak, LLC to Harold & Maurine Rhodes, Co-Trustees on August 19, 2016 in 2338/454, OR: SAID tract described as follows: BEARINGS are based on the Texas Coordinate System of 1983, Texas Central Zone per GPS observations: All coordinates are U.S. Survey Feet, NAD83(2011) Epoch 2010.0000 per Trimble VRS Network Solutions: At the point of beginning, the angle of convergence is 02°38'19" and the combined scale factor is 1.000011: To get geodetic bearings, rotate the bearings recited herein, clockwise, by the angle of convergence: All distances are grid and to get surface distances, divide the distances recited herein by the combined scale factor: w/cap = a plastic cap marked Affiliated Surveyors: w/washer = a stainless steel washer marked Affiliated Surveyors: w/McCown cap = a plastic cap marked MCCOWN 4080 or McCown Surveying: w/Hearn cap = a plastic cap marked HEARN: w/Matabo cap = a plastic cap marked MATABO: w/Canyon cap = a plastic cap marked Canyon: w/GES cap = a plastic cap marked GES 4703: SEE PLAT:

BEGINNING at a point for the Northwest corner of said 42.80 acres at the intersection of the East line of Pebble Beach with the South line of U.S. Highway No. 79 and that Parcel 25, Part 1 called 0.700 acres from R.B. & Murl Wiggins to State of Texas on October 10, 1967 in 590/458, DR, same having a state plane coordinate with a Northing of 10717432.454 feet and an Easting of 3884766.198 feet, from which a ½" steel rod found for reference is North 03°15'20" West, 0.88 feet and from said point, a 3/8" steel rod found for an angle point in the South line of U.S. Highway No. 79 & said 0.700 acres is South 81°08'12" West, 467.22 feet;

THENCE North 81°08'12" East, with the North line of said 42.80 acres and the South line of U.S. Highway No. 79 & said 0.700 acres, 338.15 feet to a point in a creek for an "ELL" corner of said 42.80 acres, the Northwest corner of that 3.338

acres S&E easement from Earle Allen to Virginia Bolton on October 30, 2000 in 1477/24, OR, and the Northwest corner of that Tract 6, Easement 1 called 0.198 acres in 2200/643, OR;

THENCE with an interior line of said 42.80 acres, the West line of said 3.338 acres, and the center of said creek as follows:

South 04°49'32" West, 81.14 feet;

South 39°11'07" East, 29.46 feet;

South 12°45'07" East, 135.77 feet;

South 23°09'36" East, 43.12 feet;

South 16°03'58" West, 44.50 feet;

South 45°35'11" East, 206.94 feet;

South 18°47'22" East, passing the Southwest corner of said 3.338 acres and the Northwest corner of that Tract 2 called 3.444 acres from Charles & Judy Dickerson to Paul & Lori Laney on May 3, 1996 in 1305/330, OR, 49.70 feet;

South 34°44'14" East, 38.62 feet;

South 44°14'24" West, 20.47 feet;

South 55°39'24" West, 54.25 feet;

South 18°01'03" East, 46.08 feet;

South 45°53'33" East, 115.89 feet;

South 10°06'49" East, 54.31 feet;

South 29°13'21" West, 33.44 feet;

South 04°41'26" East, 38.06 feet;

South 14°49'58" West, 21.67 feet;

South 18°37'57" East, 60.00 feet;

South 30°50'11" East, 69.99 feet to a point in said creek for the Southwest corner of said 3.444 acres and an "ELL" corner of said 42.80 acres;

THENCE South 89°33'32" East, with the South line of said 3.444 acres, at 11.57 feet pass a 3/8" steel rod found on the East bank of said creek for reference, continuing in all 195.66 feet to a 3/8" steel rod found for the Southeast corner of said 3.444 acres, the South corner of that Tract 6, Easement 4 called 0.109 acres in 2200/643, OR, and the West corner of said 3.712 acres, from which a 3/8" steel rod found for the West corner of said 0.109-acre easement 4 is North 30°15'25" West, 23.91 feet;

THENCE North 21°17'54" East, with the Southeast line of said 3.444 acres and the Northwest line of said 3.712 acres, 241.30 feet to a 3/8" steel rod found for an "ELL" corner of said 3.444 acres, the North corner of said 3.712 acres, the North corner of said 0.109-acre easement, and in the Southwest line of said 10.71 acres, from which a 3/8" steel rod found for the East corner of said 0.109-acre easement is South 69°27'01" East, 21.91 feet;

THENCE with the common lines of said 10.71 & 3.444 acres as follows:

North 68°43'41" West, 97.69 feet to a 3/8" steel rod found;

North 13°22'13" East, 89.91 feet to a 3/8" steel rod found;

North 51°30'09" East, 83.56 feet to a 3/8" steel rod found for the most Westerly Northwest corner of said 10.71 acres, an "ELL" corner of said 3.44 acres, and the Southwest corner of that 0.096 acres from Connel & Jana Irby to Paul Laney on February 25, 2016 in 2312/784, OR;

THENCE South 73°22'33" East, with a Westerly segment of the North line of said 10.71 acres, at 71.95 feet pass a 1/2" steel rod found for the Southeast corner of said 0.096 acres and the Southwest corner of that 2.441 acres from Paul & Lori Laney to Connell Irby on February 25, 2016 in 2312/769, OR, continuing in all 443.30 feet to a corner in a branch for an angle corner of said 10.71 & 2.441 acres;

THENCE North 70°49'04" East, with the North line of said 10.71 acres and the Southeast line of said 2.441 acres, 3.66 feet to a 1/2" steel rod w/cap found for the Southeast corner of said 2.441 acres and the Southwest corner of said 3.234 acres;

THENCE North 28°14'26" East, with the East line of said 2.441 acres and the West line of said 3.234 acres, 450.36 feet to a 1/2" steel rod found for the Northeast corner of said 2.441 acres, the Northwest corner of said 3.234 acres, the Southeast corner of said 3.021 acres, the Southwest corner of said 3.241 acres, and in the center of that 40 feet wide Easement 3 from Michael & Lyn Ousely to Earle Allen et al on June 15, 1981 in 822/67, DR;

THENCE South 69°53'00" West, with the South line of said 3.021 acres, the North line of said 2.441 acres, and the center of Easement 3 in 822/67, DR, 350.57 feet to a 1/2" steel rod found for the Southwest corner of said 3.021 acres and the Southeast corner of that 3.281 acres from Michael & Lyn Ousley to C.R. Irby on June 16, 1981 in 822/422, DR, and in the center of said Easement 3 in 822/67, DR;

THENCE North 04°19'02" East, with the West line of said 3.021 acres and the East line of said 3.281 acres, crossing the North line of said Easement 3 in 822/67, DR, 403.00 feet to a 1/2" steel rod w/cap found for the Northwest corner of said 3.021 acres, the Northeast corner of said 3.281 acres, and in the South line of said 7.36 acres;

THENCE South 88°14'48" West, with the South line of said 7.36 acres and the North line of said 3.281 acres, at 277.89 feet pass a 1/2" steel rod found for the Northeast corner of that 0.659 acres from C.R. & Peggy Irby to Paul Laney on February 26, 2016 in 2312/773, OR, continuing in all 333.92 feet to a 3/8" steel rod found for the Southwest corner of said 7.36 acres, the Northwest corner of said 0.659 acres and in the East line of that Tract 1 called 3.25 acres S&E 0.169 acre easement form Charles & Judy Dickerson to Paul & Lori Laney on May 3, 1996 in 1305/330, OR;

THENCE North 17°49'44" West, with the West line of said 7.36 acres and the East line of said 3.25 acres, at 49.72 feet pass a 3/8" steel rod found for the Southeast corner of said 0.169 acre easement in both 1305/330, OR, and as Tract 6, Easement

2 called 0.169 acres in 2200/643, OR, continuing in all 124.09 feet to a 3/8" steel rod found for the Northeast corner of said 3.25 & 0.169 acres, the Northwest corner of said 7.36 acres, and in the South line of U.S. Highway No. 79 and said 0.700 acres;

THENCE with the North line of said 7.36 acres and the South line of U.S. Highway No. 79 as follows:

North 81°08'12" East, 22.15 feet to a 1/2" steel rod w/cap set;

North 75°33'04" East, 100.50 feet to a 1/2" steel rod w/cap set;

North 81°15'42" East, 498.52 feet to 1/2" steel rod w/cap set;

North 86°58'20" East, passing the Southeast corner of said 0.700 acres and the West corner of that Parcel 29, Part 1 called 0.054 acres from Effie Sessions et al to State of Texas on October 19, 1967 in 591/756, DR, 100.50 feet to a concrete highway monument found;

North 69°59'33" East, 101.98 feet to a concrete highway monument found for the East corner of said 0.054 acres and in the South line of that 6.38 acres from C.R. McClung et ux to Cherokee County, Texas on July 29, 1929 in 137/484, DR;

North 80°59'11" East, 300.37 feet to a 1/2" steel rod w/cap set for the West corner of that Parcel 29, Part 2 called 0.111 acres in 591/756, DR;

South 87°42'13" East, 102.11 feet to a concrete highway monument found;

North 81°12'02" East, passing the Southeast corner of said 0.111 acres and the Southwest corner of that Parcel 25, Part 2 called 0.050 acres in 590/458, 199.75 feet to a 1/2" steel rod w/cap set;

North 75°36'36" East, at 19.72 feet pass a 3/8" steel rod found on line for the Northwest corner of said Easement 3 in 822/67, DR, continuing in all 196.92 feet to a point for the Northeast corner of said 7.36 acres and the Northwest corner of that 4.879 from Ricky & Shalah Brown to Brandon & Brandy Bannister on March 19, 2020 in 2540/100, OR, from which a spike nail found in concrete for the East corner of said 0.050 acres is North 75°36'36" East, 4.08 feet;

THENCE with the common lines of said 7.36 & 4.879 acres as follows:

South 09°45'34" East, 254.59 feet to a 3/8" steel rod found;

South 80°55'41" West, 180.20 feet to a 1/2" steel rod w/Hearn cap found for an "ELL" corner of said 7.36 acres & said 4.879 acres in the East line of said 3.241 acres, in the West line of Easement 3 in 822/67, DR, and the East line of that Tract 6, Easement 3 called 0.08 acres in 2200/643, OR;

THENCE South 08°38'21" East, with the East line of said 3.241 acres & said 0.08-acre easement and the West line of said 4.879 acres & said Easement 3 in 822/67, DR, 40.50 feet to a 1/2" steel rod w/cap found for the Southwest corner of said 4.879 acres and the Northwest corner of said 0.867 acres;

THENCE with the common lines of said 4.879 & 0.867 acres as follows:

South 72°08'42" East, crossing the East line of said Easement 3 in 822/67, DR, 213.39 feet to a 1/2" steel rod w/cap found;

North 81°08'31" East, 445.31 feet to a 3/8" steel rod w/Matabo cap;

North 36°12'27" East, 70.64 feet to a ½" steel rod found in an existing road and the center of a 40 feet wide Easement 1 in 822/67, DR;

THENCE South 08°46'12" East, with the East line of said 0.867 acres and the center of Easement 1 in 822/67, DR, 90.16 feet to a ½" steel rod found in said existing road for the Southeast corner of said 0.867 acres and the Northeast corner of that 4.226 acres from Michael & Lyn Ousley to Janna Clardy on June 16, 1981 in 822/426, DR;

THENCE South 81°11'54" West, with the South line of said 0.867 acres and the North line of said 4.226 acres, 685.98 feet to a 3/8" steel rod found for the Southwest corner of said 0.867 acres, the Northwest corner of said 4.226 acres and in the East line of said 10.71 acres;

THENCE with the common lines of said 4.226 & 10.71 acres as follows:

South 63°13'34" East, 489.67 feet to a 3/8" steel rod found;

South 08°41'30" East, 157.73 feet to a 3/8" steel rod found for the Southwest corner of said 4.226 acres, the most Easterly Southeast corner of said 10.71 acres and in the North line of that Tract 1 called 3.425 acres from Patrick McCown et al to Charles & Cynthia Carpenter on January 25, 2021 in 2595/578, OR, from which a ½" steel rod found on the West side of said Easement 1 in 822/67, in the North line of said 3.425 acres and the South line of said 4.226 acres is North 81°13'19" East, 268.15 feet;

THENCE South 81°13'42" West, with the South line of said 10.71 acres, at 186.66 feet pass a ½" steel rod found for the Northwest corner of said 3.425 acres and the Northeast corner of that Tract 2 called 4.573 acres in 2595/578, OR, at 324.18 feet pass a ½" steel rod w/Kirby cap found on line, continuing in all 350.22 feet to a ½" steel rod w/Kirby cap found for an angle point in the North line of said 4.573 acres in 2595/578, OR, and the South line of said 10.71 acres;

THENCE South 72°08'37" West, with the North line of said 4.573 acres in 2595/578, OR, and the South line of said 10.71 acres, 295.21 feet to a ½" steel rod found for the Northwest corner of said 4.573 acres in 2595/578, OR, and the Northeast corner of said 4.573 acres in 2200/643, OR;

THENCE South 10°20'06" East, with the East line of said 4.573 acres in 2200/643, OR, and the West line of said 4.573 acres in 2595/578, OR, 264.45 feet to a ½" steel rod found for the Southwest corner of said 4.573 acres in 2595/578, OR, the Southeast corner of said 4.573 acres in 2200/643, OR, the Northeast corner of that Tract 2 called 5.123 acres from McCown Development, LLC to Patrick McCown et al on December 26, 2007 in 1896/734, OR, an "ELL" corner of that Tract 1 called 105 acres from Neta Hanna to Bruce Melenbacher on July 15, 2004 in 1672/390, OR, and in the center of said Easement 1 in 822/67, DR, from which a ½" steel rod found on the North line of said easement is North 10°20'06" West, 20.03 feet and

from said corner, another ½" steel rod found on the South line of said easement is South 10°20'06" East, 19.92 feet;

THENCE South 78°09'26" West, with the South line of said 4.573 acres in 2200/643, OR, the North line of said 5.123 acres, and the center of Easement 1 in 822/67, DR, 920.82 feet to a ½" steel rod found for the Southwest corner of said 4.573 acres in 2200/643, OR, the Northwest corner of said 5.123 acres, the Southeast corner of said 3.712 acres, the Northeast corner of that 2.570 acres prepared by Tim McCown, RPLS 4080 for Forrest & Anthony Williams on December 16, 2015 in 2489/492, OR, and an angle point in the center of Easement 1 in 822/67, DR, from which a ½" steel rod w/Kirby cap found on the North line of said easement is North 10°58'39" West, 19.94 feet and from said corner, another ½" steel rod found on the South line of said easement is South 09°59'06" East, 19.88 feet;

THENCE South 62°19'44" West, with the South line of said 3.712 acres, the North line of said 2.570 acres, and the center of Easement 1 in 822/67, DR, 398.35 feet to a ½" steel rod found for the Northwest corner of said 2.570 acres in the East line of said 42.80 acres, from which a ½" steel rod found for the Southwest corner of said 3.712 acres and the West end of Easement 1 in 866/67, DR, is South 62°19'44" West, 19.22 feet;

THENCE with the East line of said 42.80 acres and the West line of said 2.570 acres as follows:

South 30°49'11" East, 213.95 feet to a 3/8" steel rod found;

South 20°57'30" East, 124.86 feet to a ½" steel rod w/Hearn cap found for the Southwest corner of said 2.570 acres and the Northwest corner of that 1.47 acres from Brownlee Corporation to City of Jacksonville on July 31, 1986 in 1007/371, LR;

THENCE with the East line of said 42.80 acres and the West line of said 1.47 acres as follows:

South 20°56'11" East, 139.15 feet to a ½" steel rod w/Hearn cap found;

South 64°29'33" East, at 226.24 feet pass a ½" steel rod w/Hearn cap found on line for reference, continuing in all 260.82 feet to a point in a creek for an "ELL" corner of said 42.80 acres, the South corner of said 1.47 acres and in the West line of said 105 acres;

THENCE with the East line of said 42.80 acres, the West line of said 105 acres and the center of said creek as follows:

South 03°05'16" West, 70.09 feet;

South 12°20'03" East, 88.94 feet;

South 31°06'39" East, 38.64 feet to a point for an "ELL" corner of said 105 & 42.80 acres;

THENCE South 33°07'11" West, with the Southeast line of said 42.80 acres and the Northwest line of said 105 acres, at 27.49 feet pass a ½" steel rod w/cap set on line for reference, continuing in all 149.90 feet to a ½" steel rod w/cap found in a creek for an "ELL" corner of said 42.80 acres and the East corner of that 37.02 acres from Brownlee Corporation to Wesley & Jill Penn on June 6, 2011 in 2070/570, OR;

THENCE with the common lines of said 42.80 & 37.02 acres as follows:

North 47°46'31" West, 367.56 feet to a ½" steel rod w/Hearn cap found;

South 71°00'25" West, 480.91 feet to a ½" steel rod w/cap found for the East corner of said 0.15 acres;

THENCE with the South line of said 0.15 acres as follows:

South 48°13'23" West, 47.73 feet to a ½" steel rod w/cap found;

South 65°39'08" West, 89.14 feet to a ½" steel rod w/cap found;

South 69°01'47" West, 90.48 feet to a ½" steel rod w/cap found;

North 88°48'10" West, 50.47 feet to a ½" steel rod w/cap found;

South 84°55'26" West, 64.51 feet to a ½" steel rod w/cap found for the West corner of said 0.15 acres in the Northwest line of said 37.02 acres and an interior line of said 42.80 acres;

THENCE South 72°21'58" West, with the Northwest line of said 37.02 acres and an interior line of said 42.80 acres, 475.71 feet to a ½" steel rod found for the Northwest corner of said 37.02 acres, an "ELL" corner of said 42.80 acres, the Northeast corner of Lot 252 of Cherokee Club Estates according to that map or plat thereof recorded in Plat Cabinet A, Slide 151B, PR, and the Southeast corner of Lot 1 of Hopkins Subdivision according to that map or plat thereof recorded in Plat Cabinet B, Slide 76, PR;

THENCE North 11°12'39" West, with an interior line of said 42.80 acres and the East line of Lot 1 of Hopkins Subdivision, 174.61 feet to a 3/8" steel rod found for an "ELL" corner of said 42.80 acres, the Northeast corner of Lot 1 of Hopkins Subdivision, the Northeast corner of that Tract 6, Easement 5 called 0.055 acres in 2200/643, OR, and in the South line of Preston Trail as shown on plat for Cherokee Club Estates;

THENCE North 64°55'46" East, with an interior line of said 42.80 acres and the South line of Preston Trail, 246.07 feet to a 3/8" steel rod found for an "ELL" corner of said 42.80 acres and the Northwest corner of Lot 250 of Cherokee Club Estates;

THENCE with the common lines of said 42.80 acres and Cherokee Club Estates as follows:

South 25°02'18" East, 46.89 feet to a 3/8" steel rod found for the Southwest corner of Lot 250;

North 75°30'43" East, at 298.77 feet pass a ½" steel rod found for the Southeast corner of Lot 250 and the Southwest corner of Lot 249, at 419.02 feet

pass a 3/8" steel rod found for the Southeast corner of Lot 249 and the Southwest corner of Lot 248, continuing in all 534.48 feet to a 3/8" steel rod found for an angle point in the East line of Lot 248;

North 26°28'36" East, at 90.88 feet pass a 1/2" steel rod found bent for the East corner of Lot 248 and the South corner of Lot 247, continuing in all 188.75 feet to a 1/2" steel rod found for an angle point in the East line of Lot 247;

North 25°23'31" West, at 149.08 feet pass a 3/8" steel rod found at a "U" post for the North corner of Lot 247 and the East corner of Lot 246, continuing in all 340.71 feet to a 1/2" steel rod found for the Northeast corner of Lot 246;

South 86°17'28" West, at 99.41 feet pass a 1/2" steel rod found at a "T" post for the Northwest corner of Lot 246 and the Northeast corner of Lot 245, continuing in all 178.68 feet to a 1/2" steel rod found for an angle point in the North line of Lot 245;

South 37°40'53" West, at 139.35 feet pass a 3/8" steel rod found at a "T" post for the West corner of Lot 245 and the North corner of Lot 244, continuing in all 249.71 feet to a 1/2" steel rod found by a bent 3/8" steel rod at a "T" post for the West corner of Lot 244 and the North corner of Lot 243;

South 37°51'46" West, at 124.70 feet pass a 3/8" steel rod found at a "T" post for the West corner of Lot 243 and the North corner of Lot 242, continuing in all 207.54 feet to a 1/2" steel rod found for an angle point in the Northwest line of Lot 242;

South 64°58'14" West, at 17.23 feet pass a 1/2" steel rod found for the West corner of Lot 242 and the North corner of Lot 241, at 97.24 feet pass a 1/2" steel rod found for the West corner of Lot 241 and the North corner of Lot 240, at 197.24 feet pass a 3/8" steel rod found for the West corner of Lot 240 and the North corner of Lot 239, at 297.19 feet pass a 3/8" steel rod w/McCown cap found for the West corner of Lot 239 and the North corner of Lot 238, at 397.08 feet pass a 3/8" steel rod found for the West corner of Lot 238 and the North corner of Lot 237, continuing in all 507.02 feet to a 3/8" steel rod found for an the West corner of Lot 237;

South 24°58'12" East, 120.05 feet to a 3/8" steel rod found for the South corner of Lot 237 and an "ELL" corner of Preston Trail;

South 11°17'26" East, 119.02 feet to a 1/2" steel rod found for the Northeast corner of Lot 236 in the West line of Preston Trail;

South 69°02'58" West, at 101.52 feet pass a 1/2" steel rod found for the Northwest corner of Lot 236 and the Northeast corner of Lot 235, at 202.85 feet and 0.66' right pass a 1/2" steel rod found, at 304.23 feet pass a 1/2" steel rod found for the Northwest corner of Lot 234 and the Northeast corner of Lot 233, continuing in all 418.14 feet to a 1/2" steel rod found for an angle point in the North line of Lot 233;

South 64°53'42" West, at 21.77 feet pass a 1/2" steel rod found by a 3/4" iron pipe for the Northwest corner of Lot 233 and the Northeast corner of Lot 232, at 146.84 feet pass an "X" found painted blue on top of an electric transformer box for the Northwest corner of Lot 232 and the Northeast corner of Lot 231, at 247.02 feet pass a 1/2" steel rod found for the Northwest corner of Lot 231 and the Northeast corner of Lot 230, at 350.45 feet pass a 3/8" steel rod found for the Northwest

corner of Lot 230 and the North corner of Lot 229, continuing in all 417.94 feet to a 3/8" steel rod found for an angle point in the Northwest line of Lot 229;

South 41°45'39" West, at 31.02 feet and 0.66' left pass a 3/8" steel rod found, at 138.66 feet pass a 1/2" steel rod found for the West corner of Lot 228 and the North corner of Lot 227, continuing in all 255.83 feet to a 3/8" steel rod found for the West corner of Lot 227;

South 26°17'38" East, 106.72 feet to an "X" cut in a concrete drain for the South corner of Lot 227 and an "ELL" corner of said 42.80 acres in the North line of Augusta Drive, from which a 1/2" steel rod w/Hearn cap found is South 67°09'08" West, 13.50 feet;

THENCE South 84°26'45" West, with the South line of said 42.80 acres and the North line of Augusta Drive, 126.54 feet to a 3/8" steel rod found for the Southeast corner of that 1.469 acres shown as Lot 1 Block 1 of Bob Brown Subdivision according to that map or plat thereof recorded in Plat Cabinet B, Slide 71, PR, and further shown as Lot 1R of Bob Brown Subdivision according to that map or plat thereof recorded in Plat Cabinet B, Slide 341, PR;

THENCE North 51°17'38" West, with the Southwest line of said 42.80 acres and the Northeast line of Lot 1R, at 17.04 feet pass a 3/8" steel rod found on line, continuing in all 216.89 feet to a 3/8" steel rod found for an angle point in the Northeast line of said Lot 1R, the South corner of said 0.023 acres and an angle corner of that 0.531 acres, part of Lot 198R and all of 0.018 acres in 2338/395;

THENCE North 48°03'03" West, with the Southwest line of said 0.023 acres and an interior line of said 0.531 acres, 26.64 feet to a 3/8" steel rod w/McCown cap found for an angle corner of both said 0.023 & 0.531 acres;

THENCE North 05°37'13" West, with the West line of said 0.023 acres and an interior line of said 0.531 acres, 37.88 feet to a 3/8" steel rod w/McCown cap found for an angle corner of both said 0.023 & 0.531 acres;

THENCE North 40°48'49" East, with the Northwest line of said 0.023 acres and an interior line of said 0.531 acres, 24.70 feet to a 3/8" steel rod w/McCown cap found for the North corner of said 0.023 acres in an interior line of said 0.531 acres and the South corner of that 0.018 acres save and excepted from said 42.80 acres;

THENCE with the common lines of said 0.018 & 0.531 acres as follows:

North 40°48'49" East, 47.16 feet to a 3/8" steel rod found for the East corner of said 0.018 acres and an "ELL" corner of said 0.531 acres;

North 49°24'08" West, 21.59 feet to a corner in an Azalea bush for the North corner of said 0.018 acres in an interior line of said 42.80 acres, same being the South corner of Lot 199 and the East corner of Lot 198 of Cherokee Club Estates;

THENCE with the common lines of said 42.80 acres and Cherokee Club Estates as follows:

North 40°42'57" East, at 12.14 feet pass a ½" steel rod w/Matabo cap found for the East corner of said 0.531 acres, at 100.26 feet pass a ½" steel rod found for the East corner of Lot 199 and the South corner of Lot 200, at 199.97 feet pass a ½" steel rod found for the East corner of Lot 200 and the South corner of Lot 201, at 299.62 feet pass a ½" steel rod found for the East corner of Lot 201 and the South Corner of Lot 202, at 349.62 feet pass a ½" steel rod w/Canyon cap found for the East corner of the West ½ of Lot 202 and the South corner of the East ½ of Lot 202, at 499.97 feet pass a ½" steel rod found for the East corner of Lot 203 and the South corner of Lot 204, and also shown on RePlat of Lots 204-206 into Lot 204-A, 205 & 206-A in 992/297, LR, at 590.42 feet pass a ½" steel rod found for the East corner of Lot 204-A and the South corner of the replatted Lot 205, at 599.91 feet pass a ½" steel rod found for the original East corner of Lot 204 and the original South corner of Lot 205, continuing in all 700.26 feet to a ½" steel rod found in concrete for the original East corner of Lot 205 and an angle point in the replatted Southeast line of Lot 205 and the original South corner of Lot 206;

North 63°09'51" East, at 79.95 feet pass a ½" steel rod found for the East corner of Lot 206 & Lot 206-A and the South corner of Lot 207, at 175.72 feet pass a ½" steel rod found for the Southeast corner of Lot 207 and the Southwest corner of Lot 1 of Wilson Estates according to that map or plat thereof recorded in Plat Cabinet B, Slide 62, PR, continuing in all 330.75 feet to a ½" steel rod found for an "ELL" corner of said 42.80 acres and the Southeast corner of Lot 1 of Wilson Estates;

North 02°02'42" West, 47.95 feet to a ½" steel rod found for an "ELL" corner of said 42.80 acres, the Northeast corner of Lot 1 of Wilson Estates and in the Southeast line of Pebble Beach according to Cherokee Club Estates A/151B, PR;

North 87°59'05" East, 80.58 feet to a 3/8" steel rod found for an angle corner of both said 42.80 acres and Pebble Beach;

North 60°25'08" East, 118.89 feet to a 3/8" steel rod found for an "ELL" corner of said 42.80 acres and the West corner of Lot 161 of Cherokee Club Estates;

South 29°37'37" East, 120.27 feet to a ½" steel rod found in concrete for the South corner of Lot 161;

North 60°26'38" East, at 100.03 feet pass a ½" steel rod found in concrete for the East corner of Lot 161 and the South corner of Lot 160, at 199.93 feet pass a ½" steel rod found in concrete for the East corner of Lot 160 and the South corner of Lot 159, at 300.27 feet pass a ½" steel rod found for the East corner of Lot 159 and the South corner of Lot 158, at 400.00 feet pass a ½" steel rod found for the East corner of Lot 158 and the South corner of Lot 157, continuing in all 506.51 feet to a ½" steel rod found in concrete for the East corner of Lot 157 and the South corner of Lot 156;

North 35°00'54" East, at 127.34 feet pass a 3/8" steel rod found for the East corner of Lot 156 and the South corner of Lot 155, at 226.96 feet pass a 3/8" steel rod found for the East corner of Lot 155 and the South corner of Lot 154,

continuing in all 376.63 feet to a ½” steel rod found in concrete for the East corner of Lot 154 and the South corner of Lot 153;

North 35°06'51" East, 161.76 feet to a 3/8” steel rod found for the Northeast corner of Lot 153 and the Southeast corner of Lot 152;

North 02°48'57" West, at 100.18 feet pass a point in an electric box for the Northeast corner of Lot 152 and the Southeast corner of Lot 151, continuing in all 174.26 feet to a point in a 26” Cypress for an angle point in the East line of Lot 151;

North 47°44'14" West, 110.41 feet to a 3/8” steel rod w/GES cap found for the Southeast corner of that 0.126 acres to Eddie & Letha Smith in 1479/115, OR in the Northeast line of Lot 150;

THENCE with the common lines of said 42.80 acres & said 0.126 acres and that 0.331 acres to Eddie & Letha Smith in 1568/381, OR, as follows:

North 03°33'22" West, 84.90 feet to a 3/8” steel rod w/GES cap found for the Northeast corner of said 0.126 acres and the Southeast corner of said 0.331 acres;

North 17°32'37" West, 91.79 feet to a ½” steel rod w/Kirby cap found for an angle point in the Northeast line of said 0.331 acres;

North 79°10'24" West, 131.53 feet to a ½” steel rod w/Kirby cap found for the Northwest corner of said 0.331 acres and an “ELL” corner of said 42.80 acres in the East line of Pebble Beach;

THENCE North 03°15'20" West, with the West line of said 42.80 acres and the East line of Pebble Beach, 733.88 feet to the PLACE OF BEGINNING, and containing within these calls, 82.79 acres of land.

SECTION 3. The Mayor of the City of Jacksonville, is hereby authorized and directed to cause notice of such public hearing to be published once in a newspaper having general circulation in the city and in the above described territory not more than twenty days nor less than ten days prior to the date of such public hearing, in accordance with the Municipal Annexation Act.

PASSED AND APPROVED this the 9th day of August, 2022.

Randy Gorham, Mayor

ATTEST:

Greg Lowe, City Secretary

ORDINANCE ANNEXING TERRITORY

AN ORDINANCE ANNEXING THE HEREINAFTER DESCRIBED TERRITORY TO THE CITY OF JACKSONVILLE, CHEROKEE COUNTY, TEXAS, AND EXTENDING THE BOUNDARY LIMITS OF SAID CITY SO AS TO INCLUDE SAID HEREINAFTER DESCRIBED PROPERTY WITHIN SAID CITY LIMITS, AND GRANTING TO ALL THE INHABITANTS OF SAID PROPERTY ALL THE RIGHTS AND PRIVILEGES OF OTHER CITIZENS AND BINDING SAID INHABITANTS BY ALL OF THE ACTS, ORDINANCES, RESOLUTIONS, AND REGULATIONS OF SAID CITY, AND ADOPTING A SERVICE PLAN.

WHEREAS, Chapter 43 of the Texas Local Government Code and/or Charter of the City of Jacksonville, Texas, an incorporated city, authorizes the annexation of territory, subject to the laws of this state.

WHEREAS, the procedures prescribed by the Texas Local Government Code and/or Charter of the City of Jacksonville, Texas, and the laws of this state have been duly followed with respect to the following described territory, to wit:

TRACT ONE: BEING 78.74 acres of land in BLOCK No. 27 OF THE JOSE PINEDA EAST FOUR LEAGUE GRANT, ABSTRACT No. 41, CHEROKEE COUNTY, TEXAS, and being a part of that Tract 2 called 102.92 acres S&E 0.559 acres from Bogey Streak, LLC to Harold & Maurine Rhodes, Co-Trustees, on December 12, 2013 and recorded in Volume 2200, Page 643 of the Official Records of Cherokee County, Texas (hereinafter shown as volume/page, OR, LR for Land Records, DR for Deed Records, PR for Plat Records): SAID tract described as follows: BEARINGS are based on the Texas Coordinate System of 1983, Texas Central Zone per GPS observations: All coordinates are U.S. Survey Feet, NAD83(2011) Epoch 2010.0000 per Trimble VRS Network Solutions: At the point of beginning, the angle of convergence is 02°38'13" and the combined scale factor is 1.000011: To get geodetic bearings, rotate the bearings recited herein, clockwise, by the angle of convergence: All distances are grid and to get surface distances, divide the distances recited herein by the combined scale factor: w/cap = a plastic cap marked Affiliated Surveyors: w/washer = a stainless steel washer marked Affiliated Surveyors: w/McCown cap = a plastic cap marked MCCOWN 4080 or McCown Surveying: w/Hearn cap = a plastic cap marked HEARN: SEE PLAT:

BEGINNING at a 1" iron bar found for the Southwest corner of said 102.92 acres, the Northwest corner of that 6.38 acres from C.R. McClung et ux to Cherokee County, Texas on July 29, 1929 in 137/484, DR, the Southeast corner of that tract from T.B. & Elizabeth Pearsall to Priscilla Pearsall on July 29, 1983 in 881/322, LR, and in the North line of U.S. Highway No. 79, same having a state plane coordinate with a Northing of 10717408.626 feet and an Easting of 3883722.117

feet, from which an old concrete highway monument found is South 81°06'17" West, 32.63 feet;

THENCE North 02°59'47" West, with the West line of said 102.92 acres and Pearsall tract, 38.93 feet to a ½" steel rod found in a rock pile for angle point;

THENCE North 03°25'23" West, with the West line of said 102.92 acres, passing the Northeast corner of Pearsall and the Southeast corner of that Tract 1 called 26 acres from T.B. & Elizabeth Pearsall to Susan Pearsall on July 29, 1983 in 881/231, LR, continuing in all 1744.72 feet to a 3/8" steel rod found for the Northeast corner of said 26 acres and the Southeast corner of that 2.30 acres from Stephen & Mary Ayers to Harold & Maurine Rhodes on July 7, 2014 in 2227/439, OR, from which a 3/8" steel rod found for the Southwest corner of said 2.30 acres is South 86°42'22" West, 405.29 feet;

THENCE North 01°07'38" West, with the West line of said 102.92 acres and the East line of said 2.30 acres, 512.71 feet to a ½" steel rod w/cap set for the North corner of said 2.30 acres, the Northwest corner of said 102.92 acres, in the West line of that 225 acres in Substitute Trustees Deed from Cherokee Country Club of Jacksonville to D. Brett Brewer, Substitute Trustee for Franklin Bank, SSB f/k/a Jacksonville Savings Bank, SSB on November 7, 2006 in 1816/244, OR, and the Southwest corner of 1.52 acres, this day created, (hereinafter shown as Tract Four) in the Southeast occupied margin of County Road No. 4209;

THENCE with the Northwest line of said 102.92 acres, the Southeast line of Tract Four, and along the occupied Southeast and South margin of County Road No. 4209 as follows:

North 24°37'53" East, 167.34 feet;

North 17°09'14" East, 60.22 feet;

North 47°19'15" East, 50.72 feet;

North 65°27'05" East, 53.91 feet;

North 80°04'00" East, 125.60 feet;

North 74°42'47" East, 358.10 feet;

North 76°25'36" East, 121.60 feet;

North 86°20'15" East, 350.25 feet to a ½" steel rod w/cap set at a fence corner for the Northeast corner of this tract and the Northwest corner of 21.38 acres, this day created (hereinafter shown as Tract Three);

THENCE with the West line of Tract Three as follows:

South 07°54'01" East, 486.22 feet to a ½" steel rod w/cap set in a fence;

South 28°50'30" East, 494.87 feet to a ½" steel rod w/cap set in a fence;

South 29°13'11" East, 650.00 feet to a ½" steel rod w/cap set in a fence;

South 16°41'23" West, at 469.79 feet pass a ½" steel rod w/cap set on line at a fence corner, continuing in all 576.73 to a ½" steel rod w/cap set for the Southwest corner of Tract Three in the North line of that 0.559 acres from Norton

Holding Company, LLC to C.R. & Peggy Irby on October 29, 2007 in 1883/128, OR;

THENCE South 67°32'08" West, with the North line of said 0.559 acres, 31.59 feet to a ½" steel rod found on the East bank of a creek for the West corner of said 0.559 acres in the West line of that 4.83 acres from Harry & Wanda Cummins to Connell & Peggy Irby on January 14, 1971 in 625/777, DR, for the Northwest corner of that 2.180 acres from Connell & Peggy Irby to Stephanie Moake on December 22, 2010 in 2053/115, OR and in an interior line of said 102.92 acres;

THENCE with the most Southerly East line of said 102.92 acres, the West line of said 2.180 acres, and along the East bank of a creek as follows:

South 23°57'06" West, 47.37 feet;

South 77°24'00" West, 45.80 feet;

South 00°19'52" East, 45.81 feet;

South 27°00'03" West, 41.06 feet;

South 52°21'47" West, 91.56 feet;

South 01°51'25" East, 40.13 feet;

South 30°19'27" East, 58.48 feet;

South 20°01'16" East, 192.36 feet to a point for the Southeast corner of said 102.92 acres, the Southwest corner of said 2.180 acres, in the North line of said 6.38 acres and U.S. Highway No. 79, from which a ½" steel rod w/Hearn cap found for reference is South 20°01'16" East, 0.29 feet, and from said point, a concrete highway monument found for an angle point in the North line of said 6.38 acres and U.S. Highway No. 79 is North 82°35'00" East, 89.09 feet;

THENCE with the North line of said 6.38 acres & U.S. Highway No. 79 and the South line of said 102.92 acres as follows:

South 82°35'00" West, at 104.09 feet pass a concrete highway monument found, continuing in all 110.99 feet to a concrete highway monument found;

South 78°20'50" West, 300.38 feet to a ½" steel rod w/cap set for the East corner of that 0.219 acres from Cherokee Country Club of Jacksonville to State of Texas on September 21, 1967 in 589/695, DR;

THENCE with the North line of U.S. Highway No. 79 & said 0.219 acres as follows:

South 81°21'35" West, 101.97 feet to a ½" steel rod w/cap set;

North 79°44'41" West, 105.95 feet to a concrete highway monument found;

South 80°57'55" West, 100.22 feet to a concrete highway monument found;

South 56°44'15" West, 101.39 feet to a ½" steel rod w/cap set for an "ELL" corner of this tract and the most Southerly Southeast corner of 3.04 acres, this day created (hereinafter shown as Tract Two);

THENCE with the East, North, and West lines of Tract Two as follows:

North 04°57'26" West, 134.79 feet to a ½" steel rod w/cap set;
North 06°42'31" West, 57.29 feet to a ½" steel rod w/cap set;
North 09°43'19" West, 63.89 feet to a ½" steel rod w/cap set;
North 07°02'38" West, 45.51 feet to a ½" steel rod w/cap set;
North 04°11'10" West, 51.89 feet to a ½" steel rod w/cap set;
North 01°30'27" West, 99.67 feet to a ½" steel rod w/cap set;
North 06°10'05" West, 517.77 feet to a ½" steel rod w/cap set;
North 11°53'46" West, 88.46 feet to a ½" steel rod w/cap set;
North 79°11'25" East, 57.27 feet to a 60d set at the tip of a "V" cut in concrete;

North 13°24'47" West, 240.00 feet to a ½" steel rod w/cap set;
North 79°46'09" East, 131.22 feet to a ½" steel rod w/cap set;
North 44°32'15" East, 67.52 feet to a ½" steel rod w/cap set;
North 01°36'59" East, 106.15 feet to a ½" steel rod w/cap set;
North 06°52'25" West, 63.47 feet to a ½" steel rod w/cap set;
North 29°51'43" West, 64.48 feet to a ½" steel rod w/cap set;
North 70°45'23" West, 42.57 feet to a ½" steel rod w/cap set;
South 83°11'12" West, 32.22 feet to a ½" steel rod w/cap set;
South 28°18'32" West, 24.57 feet to a ½" steel rod w/cap set;
North 62°27'36" West, 28.17 feet to a ½" steel rod w/cap set;
South 29°46'35" West, 49.10 feet to a ½" steel rod w/cap set;
North 60°21'51" West, 8.21 feet to a ½" steel rod w/cap set;
North 82°28'21" West, 4.17 feet to a ½" steel rod w/cap set;
South 85°46'16" West, 70.86 feet to a ½" steel rod w/cap set;
South 05°52'44" East, 243.76 feet to a ½" steel rod w/cap set;
South 03°46'27" East, 245.18 feet to a 60d nail w/washer set in asphalt;
South 04°24'28" East, 296.68 feet to a ½" steel rod w/cap set;
South 06°12'56" East, 322.81 feet to a ½" steel rod w/cap set;
South 01°29'03" East, 96.41 feet to a ½" steel rod w/cap set;
South 04°12'18" East, 54.76 feet to a ½" steel rod w/cap set;
South 06°59'36" East, 48.97 feet to a ½" steel rod w/cap set;
South 09°34'56" East, 64.58 feet to a ½" steel rod w/cap set;
South 06°30'27" East, 57.41 feet to a ½" steel rod w/cap set;
South 00°41'16" East, 138.57 feet to a ½" steel rod w/cap set for the Southwest corner of Tract Two in the South line of said 102.92 acres and the North line of said 6.38 acres and U.S. Highway No. 79;

THENCE with the South line of said 102.92 acres and the North line of said 6.38 acres and U.S. Highway No. 79 as follows:

South 81°12'40" West, 295.30 feet to a concrete highway monument found;

North 08°04'23" West, 17.04 feet to a concrete highway monument found;

South 81°06'17" West, at 152.22 feet pass a concrete highway monument found on line, continuing in all, 220.17 feet to the PLACE OF BEGINNING, and containing within these calls, 78.74 acres of land. This division is not subject to

the Cherokee County, Texas Subdivision Ordinance under the Exception to the Plat section of said Ordinance.

TRACT TWO: BEING 82.79 acres of land in lying partly in BLOCK No. 22, BLOCK No. 23, & BLOCK No. 27 OF THE JOSE PINEDA EAST FOUR LEAGUE GRANT, ABSTRACT No. 41, CHEROKEE COUNTY, TEXAS, and being all of that Tract 2 called 42.80 acres S&E 0.018 acres, Tract 3 called 10.71 acres, Tract 4 called 7.36 acres, Tract 5 called 0.023 acres, Tract 7 called 3.201 acres, Tract 8 called 3.241 acres, Tract 9 called 3.221 acres, Tract 10 called 0.867 acres, Tract 11 called 3.712 acres, Tract 12 called 4.573 acres, and Tract 13 called 3.234 acres from Bogey Streak, LLC to Harold & Maurine Rhodes, Co-Trustees, on December 12, 2013 and recorded in Volume 2200, Page 643 of the Official Records of Cherokee County, Texas (hereinafter shown as volume/page, OR, LR for Land Records, DR for Deed Records, PR for Plat Records), and all of that called 0.15 acres from Bogey Streak, LLC to Harold & Maurine Rhodes, Co-Trustees on August 19, 2016 in 2338/454, OR: SAID tract described as follows: BEARINGS are based on the Texas Coordinate System of 1983, Texas Central Zone per GPS observations: All coordinates are U.S. Survey Feet, NAD83(2011) Epoch 2010.0000 per Trimble VRS Network Solutions: At the point of beginning, the angle of convergence is 02°38'19" and the combined scale factor is 1.000011: To get geodetic bearings, rotate the bearings recited herein, clockwise, by the angle of convergence: All distances are grid and to get surface distances, divide the distances recited herein by the combined scale factor: w/cap = a plastic cap marked Affiliated Surveyors: w/washer = a stainless steel washer marked Affiliated Surveyors: w/McCown cap = a plastic cap marked MCCOWN 4080 or McCown Surveying: w/Hearn cap = a plastic cap marked HEARN: w/Matabo cap = a plastic cap marked MATABO: w/Canyon cap = a plastic cap marked Canyon: w/GES cap = a plastic cap marked GES 4703: SEE PLAT:

BEGINNING at a point for the Northwest corner of said 42.80 acres at the intersection of the East line of Pebble Beach with the South line of U.S. Highway No. 79 and that Parcel 25, Part 1 called 0.700 acres from R.B. & Murl Wiggins to State of Texas on October 10, 1967 in 590/458, DR, same having a state plane coordinate with a Northing of 10717432.454 feet and an Easting of 3884766.198 feet, from which a ½" steel rod found for reference is North 03°15'20" West, 0.88 feet and from said point, a 3/8" steel rod found for an angle point in the South line of U.S. Highway No. 79 & said 0.700 acres is South 81°08'12" West, 467.22 feet;

THENCE North 81°08'12" East, with the North line of said 42.80 acres and the South line of U.S. Highway No. 79 & said 0.700 acres, 338.15 feet to a point in a creek for an "ELL" corner of said 42.80 acres, the Northwest corner of that 3.338 acres S&E easement from Earle Allen to Virginia Bolton on October 30, 2000 in 1477/24, OR, and the Northwest corner of that Tract 6, Easement 1 called 0.198 acres in 2200/643, OR;

THENCE with an interior line of said 42.80 acres, the West line of said 3.338 acres, and the center of said creek as follows:

South 04°49'32" West, 81.14 feet;

South 39°11'07" East, 29.46 feet;

South 12°45'07" East, 135.77 feet;

South 23°09'36" East, 43.12 feet;

South 16°03'58" West, 44.50 feet;

South 45°35'11" East, 206.94 feet;

South 18°47'22" East, passing the Southwest corner of said 3.338 acres and the Northwest corner of that Tract 2 called 3.444 acres from Charles & Judy Dickerson to Paul & Lori Laney on May 3, 1996 in 1305/330, OR, 49.70 feet;

South 34°44'14" East, 38.62 feet;

South 44°14'24" West, 20.47 feet;

South 55°39'24" West, 54.25 feet;

South 18°01'03" East, 46.08 feet;

South 45°53'33" East, 115.89 feet;

South 10°06'49" East, 54.31 feet;

South 29°13'21" West, 33.44 feet;

South 04°41'26" East, 38.06 feet;

South 14°49'58" West, 21.67 feet;

South 18°37'57" East, 60.00 feet;

South 30°50'11" East, 69.99 feet to a point in said creek for the Southwest corner of said 3.444 acres and an "ELL" corner of said 42.80 acres;

THENCE South 89°33'32" East, with the South line of said 3.444 acres, at 11.57 feet pass a 3/8" steel rod found on the East bank of said creek for reference, continuing in all 195.66 feet to a 3/8" steel rod found for the Southeast corner of said 3.444 acres, the South corner of that Tract 6, Easement 4 called 0.109 acres in 2200/643, OR, and the West corner of said 3.712 acres, from which a 3/8" steel rod found for the West corner of said 0.109-acre easement 4 is North 30°15'25" West, 23.91 feet;

THENCE North 21°17'54" East, with the Southeast line of said 3.444 acres and the Northwest line of said 3.712 acres, 241.30 feet to a 3/8" steel rod found for an "ELL" corner of said 3.444 acres, the North corner of said 3.712 acres, the North corner of said 0.109-acre easement, and in the Southwest line of said 10.71 acres, from which a 3/8" steel rod found for the East corner of said 0.109-acre easement is South 69°27'01" East, 21.91 feet;

THENCE with the common lines of said 10.71 & 3.444 acres as follows:

North 68°43'41" West, 97.69 feet to a 3/8" steel rod found;

North 13°22'13" East, 89.91 feet to a 3/8" steel rod found;

North 51°30'09" East, 83.56 feet to a 3/8" steel rod found for the most Westerly Northwest corner of said 10.71 acres, an "ELL" corner of said 3.44 acres, and the Southwest corner of that 0.096 acres from Connel & Jana Irby to Paul Laney on February 25, 2016 in 2312/784, OR;

THENCE South 73°22'33" East, with a Westerly segment of the North line of said 10.71 acres, at 71.95 feet pass a ½" steel rod found for the Southeast corner of said 0.096 acres and the Southwest corner of that 2.441 acres from Paul & Lori Laney to Connell Irby on February 25, 2016 in 2312/769, OR, continuing in all 443.30 feet to a corner in a branch for an angle corner of said 10.71 & 2.441 acres;

THENCE North 70°49'04" East, with the North line of said 10.71 acres and the Southeast line of said 2.441 acres, 3.66 feet to a ½" steel rod w/cap found for the Southeast corner of said 2.441 acres and the Southwest corner of said 3.234 acres;

THENCE North 28°14'26" East, with the East line of said 2.441 acres and the West line of said 3.234 acres, 450.36 feet to a ½" steel rod found for the Northeast corner of said 2.441 acres, the Northwest corner of said 3.234 acres, the Southeast corner of said 3.021 acres, the Southwest corner of said 3.241 acres, and in the center of that 40 feet wide Easement 3 from Michael & Lyn Ousely to Earle Allen et al on June 15, 1981 in 822/67, DR;

THENCE South 69°53'00" West, with the South line of said 3.021 acres, the North line of said 2.441 acres, and the center of Easement 3 in 822/67, DR, 350.57 feet to a ½" steel rod found for the Southwest corner of said 3.021 acres and the Southeast corner of that 3.281 acres from Michael & Lyn Ousley to C.R. Irby on June 16, 1981 in 822/422, DR, and in the center of said Easement 3 in 822/67, DR;

THENCE North 04°19'02" East, with the West line of said 3.021 acres and the East line of said 3.281 acres, crossing the North line of said Easement 3 in 822/67, DR, 403.00 feet to a ½" steel rod w/cap found for the Northwest corner of said 3.021 acres, the Northeast corner of said 3.281 acres, and in the South line of said 7.36 acres;

THENCE South 88°14'48" West, with the South line of said 7.36 acres and the North line of said 3.281 acres, at 277.89 feet pass a ½" steel rod found for the Northeast corner of that 0.659 acres from C.R. & Peggy Irby to Paul Laney on February 26, 2016 in 2312/773, OR, continuing in all 333.92 feet to a 3/8" steel rod found for the Southwest corner of said 7.36 acres, the Northwest corner of said 0.659 acres and in the East line of that Tract 1 called 3.25 acres S&E 0.169 acre easement from Charles & Judy Dickerson to Paul & Lori Laney on May 3, 1996 in 1305/330, OR;

THENCE North 17°49'44" West, with the West line of said 7.36 acres and the East line of said 3.25 acres, at 49.72 feet pass a 3/8" steel rod found for the Southeast corner of said 0.169 acre easement in both 1305/330, OR, and as Tract 6, Easement 2 called 0.169 acres in 2200/643, OR, continuing in all 124.09 feet to a 3/8" steel rod found for the Northeast corner of said 3.25 & 0.169 acres, the Northwest corner of said 7.36 acres, and in the South line of U.S. Highway No. 79 and said 0.700 acres;

THENCE with the North line of said 7.36 acres and the South line of U.S. Highway No. 79 as follows:

North 81°08'12" East, 22.15 feet to a ½" steel rod w/cap set;

North 75°33'04" East, 100.50 feet to a ½" steel rod w/cap set;

North 81°15'42" East, 498.52 feet to ½" steel rod w/cap set;

North 86°58'20" East, passing the Southeast corner of said 0.700 acres and the West corner of that Parcel 29, Part 1 called 0.054 acres from Effie Sessions et al to State of Texas on October 19, 1967 in 591/756, DR, 100.50 feet to a concrete highway monument found;

North 69°59'33" East, 101.98 feet to a concrete highway monument found for the East corner of said 0.054 acres and in the South line of that 6.38 acres from C.R. McClung et ux to Cherokee County, Texas on July 29, 1929 in 137/484, DR;

North 80°59'11" East, 300.37 feet to a ½" steel rod w/cap set for the West corner of that Parcel 29, Part 2 called 0.111 acres in 591/756, DR;

South 87°42'13" East, 102.11 feet to a concrete highway monument found;

North 81°12'02" East, passing the Southeast corner of said 0.111 acres and the Southwest corner of that Parcel 25, Part 2 called 0.050 acres in 590/458, 199.75 feet to a ½" steel rod w/cap set;

North 75°36'36" East, at 19.72 feet pass a 3/8" steel rod found on line for the Northwest corner of said Easement 3 in 822/67, DR, continuing in all 196.92 feet to a point for the Northeast corner of said 7.36 acres and the Northwest corner of that 4.879 from Ricky & Shalah Brown to Brandon & Brandy Bannister on March 19, 2020 in 2540/100, OR, from which a spike nail found in concrete for the East corner of said 0.050 acres is North 75°36'36" East, 4.08 feet;

THENCE with the common lines of said 7.36 & 4.879 acres as follows:

South 09°45'34" East, 254.59 feet to a 3/8" steel rod found;

South 80°55'41" West, 180.20 feet to a ½" steel rod w/Hearn cap found for an "ELL" corner of said 7.36 acres & said 4.879 acres in the East line of said 3.241 acres, in the West line of Easement 3 in 822/67, DR, and the East line of that Tract 6, Easement 3 called 0.08 acres in 2200/643, OR;

THENCE South 08°38'21" East, with the East line of said 3.241 acres & said 0.08-acre easement and the West line of said 4.879 acres & said Easement 3 in 822/67, DR, 40.50 feet to a ½" steel rod w/cap found for the Southwest corner of said 4.879 acres and the Northwest corner of said 0.867 acres;

THENCE with the common lines of said 4.879 & 0.867 acres as follows:

South 72°08'42" East, crossing the East line of said Easement 3 in 822/67, DR, 213.39 feet to a ½" steel rod w/cap found;

North 81°08'31" East, 445.31 feet to a 3/8" steel rod w/Matabo cap;

North 36°12'27" East, 70.64 feet to a ½" steel rod found in an existing road and the center of a 40 feet wide Easement 1 in 822/67, DR;

THENCE South 08°46'12" East, with the East line of said 0.867 acres and the center of Easement 1 in 822/67, DR, 90.16 feet to a ½" steel rod found in said existing road for the Southeast corner of said 0.867 acres and the Northeast corner of that 4.226 acres from Michael & Lyn Ousley to Janna Clardy on June 16, 1981 in 822/426, DR;

THENCE South 81°11'54" West, with the South line of said 0.867 acres and the North line of said 4.226 acres, 685.98 feet to a 3/8" steel rod found for the Southwest corner of said 0.867 acres, the Northwest corner of said 4.226 acres and in the East line of said 10.71 acres;

THENCE with the common lines of said 4.226 & 10.71 acres as follows:

South 63°13'34" East, 489.67 feet to a 3/8" steel rod found;

South 08°41'30" East, 157.73 feet to a 3/8" steel rod found for the Southwest corner of said 4.226 acres, the most Easterly Southeast corner of said 10.71 acres and in the North line of that Tract 1 called 3.425 acres from Patrick McCown et al to Charles & Cynthia Carpenter on January 25, 2021 in 2595/578, OR, from which a ½" steel rod found on the West side of said Easement 1 in 822/67, in the North line of said 3.425 acres and the South line of said 4.226 acres is North 81°13'19" East, 268.15 feet;

THENCE South 81°13'42" West, with the South line of said 10.71 acres, at 186.66 feet pass a ½" steel rod found for the Northwest corner of said 3.425 acres and the Northeast corner of that Tract 2 called 4.573 acres in 2595/578, OR, at 324.18 feet pass a ½" steel rod w/Kirby cap found on line, continuing in all 350.22 feet to a ½" steel rod w/Kirby cap found for an angle point in the North line of said 4.573 acres in 2595/578, OR, and the South line of said 10.71 acres;

THENCE South 72°08'37" West, with the North line of said 4.573 acres in 2595/578, OR, and the South line of said 10.71 acres, 295.21 feet to a ½" steel rod found for the Northwest corner of said 4.573 acres in 2595/578, OR, and the Northeast corner of said 4.573 acres in 2200/643, OR;

THENCE South 10°20'06" East, with the East line of said 4.573 acres in 2200/643, OR, and the West line of said 4.573 acres in 2595/578, OR, 264.45 feet to a ½" steel rod found for the Southwest corner of said 4.573 acres in 2595/578, OR, the Southeast corner of said 4.573 acres in 2200/643, OR, the Northeast corner of that Tract 2 called 5.123 acres from McCown Development, LLC to Patrick McCown et al on December 26, 2007 in 1896/734, OR, an "ELL" corner of that Tract 1 called 105 acres from Neta Hanna to Bruce Melenbacher on July 15, 2004 in 1672/390, OR, and in the center of said Easement 1 in 822/67, DR, from which a ½" steel rod found on the North line of said easement is North 10°20'06" West, 20.03 feet and from said corner, another ½" steel rod found on the South line of said easement is South 10°20'06" East, 19.92 feet;

THENCE South 78°09'26" West, with the South line of said 4.573 acres in 2200/643, OR, the North line of said 5.123 acres, and the center of Easement 1 in 822/67, DR, 920.82 feet to a ½" steel rod found for the Southwest corner of said 4.573 acres in 2200/643, OR, the Northwest corner of said 5.123 acres, the Southeast corner of said 3.712 acres, the Northeast corner of that 2.570 acres prepared by Tim McCown, RPLS 4080 for Forrest & Anthony Williams on December 16, 2015 in 2489/492, OR, and an angle point in the center of Easement 1 in 822/67, DR, from which a ½" steel rod w/Kirby cap found on the North line of said easement is North 10°58'39" West, 19.94 feet and from said corner, another ½" steel rod found on the South line of said easement is South 09°59'06" East, 19.88 feet;

THENCE South 62°19'44" West, with the South line of said 3.712 acres, the North line of said 2.570 acres, and the center of Easement 1 in 822/67, DR, 398.35 feet to a ½" steel rod found for the Northwest corner of said 2.570 acres in the East line of said 42.80 acres, from which a ½" steel rod found for the Southwest corner of said 3.712 acres and the West end of Easement 1 in 866/67, DR, is South 62°19'44" West, 19.22 feet;

THENCE with the East line of said 42.80 acres and the West line of said 2.570 acres as follows:

South 30°49'11" East, 213.95 feet to a 3/8" steel rod found;

South 20°57'30" East, 124.86 feet to a ½" steel rod w/Hearn cap found for the Southwest corner of said 2.570 acres and the Northwest corner of that 1.47 acres from Brownlee Corporation to City of Jacksonville on July 31, 1986 in 1007/371, LR;

THENCE with the East line of said 42.80 acres and the West line of said 1.47 acres as follows:

South 20°56'11" East, 139.15 feet to a ½" steel rod w/Hearn cap found;

South 64°29'33" East, at 226.24 feet pass a ½" steel rod w/Hearn cap found on line for reference, continuing in all 260.82 feet to a point in a creek for an "ELL" corner of said 42.80 acres, the South corner of said 1.47 acres and in the West line of said 105 acres;

THENCE with the East line of said 42.80 acres, the West line of said 105 acres and the center of said creek as follows:

South 03°05'16" West, 70.09 feet;

South 12°20'03" East, 88.94 feet;

South 31°06'39" East, 38.64 feet to a point for an "ELL" corner of said 105 & 42.80 acres;

THENCE South 33°07'11" West, with the Southeast line of said 42.80 acres and the Northwest line of said 105 acres, at 27.49 feet pass a ½" steel rod w/cap set on line for reference, continuing in all 149.90 feet to a ½" steel rod w/cap found in a creek for an "ELL" corner of said 42.80 acres and the East corner of that 37.02

acres from Brownlee Corporation to Wesley & Jill Penn on June 6, 2011 in 2070/570, OR;

THENCE with the common lines of said 42.80 & 37.02 acres as follows:

North 47°46'31" West, 367.56 feet to a ½" steel rod w/Hearn cap found;

South 71°00'25" West, 480.91 feet to a ½" steel rod w/cap found for the East corner of said 0.15 acres;

THENCE with the South line of said 0.15 acres as follows:

South 48°13'23" West, 47.73 feet to a ½" steel rod w/cap found;

South 65°39'08" West, 89.14 feet to a ½" steel rod w/cap found;

South 69°01'47" West, 90.48 feet to a ½" steel rod w/cap found;

North 88°48'10" West, 50.47 feet to a ½" steel rod w/cap found;

South 84°55'26" West, 64.51 feet to a ½" steel rod w/cap found for the West corner of said 0.15 acres in the Northwest line of said 37.02 acres and an interior line of said 42.80 acres;

THENCE South 72°21'58" West, with the Northwest line of said 37.02 acres and an interior line of said 42.80 acres, 475.71 feet to a ½" steel rod found for the Northwest corner of said 37.02 acres, an "ELL" corner of said 42.80 acres, the Northeast corner of Lot 252 of Cherokee Club Estates according to that map or plat thereof recorded in Plat Cabinet A, Slide 151B, PR, and the Southeast corner of Lot 1 of Hopkins Subdivision according to that map or plat thereof recorded in Plat Cabinet B, Slide 76, PR;

THENCE North 11°12'39" West, with an interior line of said 42.80 acres and the East line of Lot 1 of Hopkins Subdivision, 174.61 feet to a 3/8" steel rod found for an "ELL" corner of said 42.80 acres, the Northeast corner of Lot 1 of Hopkins Subdivision, the Northeast corner of that Tract 6, Easement 5 called 0.055 acres in 2200/643, OR, and in the South line of Preston Trail as shown on plat for Cherokee Club Estates;

THENCE North 64°55'46" East, with an interior line of said 42.80 acres and the South line of Preston Trail, 246.07 feet to a 3/8" steel rod found for an "ELL" corner of said 42.80 acres and the Northwest corner of Lot 250 of Cherokee Club Estates;

THENCE with the common lines of said 42.80 acres and Cherokee Club Estates as follows:

South 25°02'18" East, 46.89 feet to a 3/8" steel rod found for the Southwest corner of Lot 250;

North 75°30'43" East, at 298.77 feet pass a ½" steel rod found for the Southeast corner of Lot 250 and the Southwest corner of Lot 249, at 419.02 feet pass a 3/8" steel rod found for the Southeast corner of Lot 249 and the Southwest corner of Lot 248, continuing in all 534.48 feet to a 3/8" steel rod found for an angle point in the East line of Lot 248;

North 26°28'36" East, at 90.88 feet pass a ½" steel rod found bent for the East corner of Lot 248 and the South corner of Lot 247, continuing in all 188.75 feet to a ½" steel rod found for an angle point in the East line of Lot 247;

North 25°23'31" West, at 149.08 feet pass a 3/8" steel rod found at a "U" post for the North corner of Lot 247 and the East corner of Lot 246, continuing in all 340.71 feet to a ½" steel rod found for the Northeast corner of Lot 246;

South 86°17'28" West, at 99.41 feet pass a ½" steel rod found at a "T" post for the Northwest corner of Lot 246 and the Northeast corner of Lot 245, continuing in all 178.68 feet to a ½" steel rod found for an angle point in the North line of Lot 245;

South 37°40'53" West, at 139.35 feet pass a 3/8" steel rod found at a "T" post for the West corner of Lot 245 and the North corner of Lot 244, continuing in all 249.71 feet to a ½" steel rod found by a bent 3/8" steel rod at a "T" post for the West corner of Lot 244 and the North corner of Lot 243;

South 37°51'46" West, at 124.70 feet pass a 3/8" steel rod found at a "T" post for the West corner of Lot 243 and the North corner of Lot 242, continuing in all 207.54 feet to a ½" steel rod found for an angle point in the Northwest line of Lot 242;

South 64°58'14" West, at 17.23 feet pass a ½" steel rod found for the West corner of Lot 242 and the North corner of Lot 241, at 97.24 feet pass a ½" steel rod found for the West corner of Lot 241 and the North corner of Lot 240, at 197.24 feet pass a 3/8" steel rod found for the West corner of Lot 240 and the North corner of Lot 239, at 297.19 feet pass a 3/8" steel rod w/McCown cap found for the West corner of Lot 239 and the North corner of Lot 238, at 397.08 feet pass a 3/8" steel rod found for the West corner of Lot 238 and the North corner of Lot 237, continuing in all 507.02 feet to a 3/8" steel rod found for an the West corner of Lot 237;

South 24°58'12" East, 120.05 feet to a 3/8" steel rod found for the South corner of Lot 237 and an "ELL" corner of Preston Trail;

South 11°17'26" East, 119.02 feet to a ½" steel rod found for the Northeast corner of Lot 236 in the West line of Preston Trail;

South 69°02'58" West, at 101.52 feet pass a ½" steel rod found for the Northwest corner of Lot 236 and the Northeast corner of Lot 235, at 202.85 feet and 0.66' right pass a ½" steel rod found, at 304.23 feet pass a ½" steel rod found for the Northwest corner of Lot 234 and the Northeast corner of Lot 233, continuing in all 418.14 feet to a ½" steel rod found for an angle point in the North line of Lot 233;

South 64°53'42" West, at 21.77 feet pass a ½" steel rod found by a ¾" iron pipe for the Northwest corner of Lot 233 and the Northeast corner of Lot 232, at 146.84 feet pass an "X" found painted blue on top of an electric transformer box for the Northwest corner of Lot 232 and the Northeast corner of Lot 231, at 247.02 feet pass a ½" steel rod found for the Northwest corner of Lot 231 and the Northeast corner of Lot 230, at 350.45 feet pass a 3/8" steel rod found for the Northwest corner of Lot 230 and the North corner of Lot 229, continuing in all 417.94 feet to a 3/8" steel rod found for an angle point in the Northwest line of Lot 229;

South 41°45'39" West, at 31.02 feet and 0.66' left pass a 3/8" steel rod found, at 138.66 feet pass a 1/2" steel rod found for the West corner of Lot 228 and the North corner of Lot 227, continuing in all 255.83 feet to a 3/8" steel rod found for the West corner of Lot 227;

South 26°17'38" East, 106.72 feet to an "X" cut in a concrete drain for the South corner of Lot 227 and an "ELL" corner of said 42.80 acres in the North line of Augusta Drive, from which a 1/2" steel rod w/Hearn cap found is South 67°09'08" West, 13.50 feet;

THENCE South 84°26'45" West, with the South line of said 42.80 acres and the North line of Augusta Drive, 126.54 feet to a 3/8" steel rod found for the Southeast corner of that 1.469 acres shown as Lot 1 Block 1 of Bob Brown Subdivision according to that map or plat thereof recorded in Plat Cabinet B, Slide 71, PR, and further shown as Lot 1R of Bob Brown Subdivision according to that map or plat thereof recorded in Plat Cabinet B, Slide 341, PR;

THENCE North 51°17'38" West, with the Southwest line of said 42.80 acres and the Northeast line of Lot 1R, at 17.04 feet pass a 3/8" steel rod found on line, continuing in all 216.89 feet to a 3/8" steel rod found for an angle point in the Northeast line of said Lot 1R, the South corner of said 0.023 acres and an angle corner of that 0.531 acres, part of Lot 198R and all of 0.018 acres in 2338/395;

THENCE North 48°03'03" West, with the Southwest line of said 0.023 acres and an interior line of said 0.531 acres, 26.64 feet to a 3/8" steel rod w/McCown cap found for an angle corner of both said 0.023 & 0.531 acres;

THENCE North 05°37'13" West, with the West line of said 0.023 acres and an interior line of said 0.531 acres, 37.88 feet to a 3/8" steel rod w/McCown cap found for an angle corner of both said 0.023 & 0.531 acres;

THENCE North 40°48'49" East, with the Northwest line of said 0.023 acres and an interior line of said 0.531 acres, 24.70 feet to a 3/8" steel rod w/McCown cap found for the North corner of said 0.023 acres in an interior line of said 0.531 acres and the South corner of that 0.018 acres save and excepted from said 42.80 acres;

THENCE with the common lines of said 0.018 & 0.531 acres as follows:

North 40°48'49" East, 47.16 feet to a 3/8" steel rod found for the East corner of said 0.018 acres and an "ELL" corner of said 0.531 acres;

North 49°24'08" West, 21.59 feet to a corner in an Azalea bush for the North corner of said 0.018 acres in an interior line of said 42.80 acres, same being the South corner of Lot 199 and the East corner of Lot 198 of Cherokee Club Estates;

THENCE with the common lines of said 42.80 acres and Cherokee Club Estates as follows:

North 40°42'57" East, at 12.14 feet pass a ½" steel rod w/Matabo cap found for the East corner of said 0.531 acres, at 100.26 feet pass a ½" steel rod found for the East corner of Lot 199 and the South corner of Lot 200, at 199.97 feet pass a ½" steel rod found for the East corner of Lot 200 and the South corner of Lot 201, at 299.62 feet pass a ½" steel rod found for the East corner of Lot 201 and the South Corner of Lot 202, at 349.62 feet pass a ½" steel rod w/Canyon cap found for the East corner of the West ½ of Lot 202 and the South corner of the East ½ of Lot 202, at 499.97 feet pass a ½" steel rod found for the East corner of Lot 203 and the South corner of Lot 204, and also shown on RePlat of Lots 204-206 into Lot 204-A, 205 & 206-A in 992/297, LR, at 590.42 feet pass a ½" steel rod found for the East corner of Lot 204-A and the South corner of the replatted Lot 205, at 599.91 feet pass a ½" steel rod found for the original East corner of Lot 204 and the original South corner of Lot 205, continuing in all 700.26 feet to a ½" steel rod found in concrete for the original East corner of Lot 205 and an angle point in the replatted Southeast line of Lot 205 and the original South corner of Lot 206;

North 63°09'51" East, at 79.95 feet pass a ½" steel rod found for the East corner of Lot 206 & Lot 206-A and the South corner of Lot 207, at 175.72 feet pass a ½" steel rod found for the Southeast corner of Lot 207 and the Southwest corner of Lot 1 of Wilson Estates according to that map or plat thereof recorded in Plat Cabinet B, Slide 62, PR, continuing in all 330.75 feet to a ½" steel rod found for an "ELL" corner of said 42.80 acres and the Southeast corner of Lot 1 of Wilson Estates;

North 02°02'42" West, 47.95 feet to a ½" steel rod found for an "ELL" corner of said 42.80 acres, the Northeast corner of Lot 1 of Wilson Estates and in the Southeast line of Pebble Beach according to Cherokee Club Estates A/151B, PR;

North 87°59'05" East, 80.58 feet to a 3/8" steel rod found for an angle corner of both said 42.80 acres and Pebble Beach;

North 60°25'08" East, 118.89 feet to a 3/8" steel rod found for an "ELL" corner of said 42.80 acres and the West corner of Lot 161 of Cherokee Club Estates;

South 29°37'37" East, 120.27 feet to a ½" steel rod found in concrete for the South corner of Lot 161;

North 60°26'38" East, at 100.03 feet pass a ½" steel rod found in concrete for the East corner of Lot 161 and the South corner of Lot 160, at 199.93 feet pass a ½" steel rod found in concrete for the East corner of Lot 160 and the South corner of Lot 159, at 300.27 feet pass a ½" steel rod found for the East corner of Lot 159 and the South corner of Lot 158, at 400.00 feet pass a ½" steel rod found for the East corner of Lot 158 and the South corner of Lot 157, continuing in all 506.51 feet to a ½" steel rod found in concrete for the East corner of Lot 157 and the South corner of Lot 156;

North 35°00'54" East, at 127.34 feet pass a 3/8" steel rod found for the East corner of Lot 156 and the South corner of Lot 155, at 226.96 feet pass a 3/8" steel rod found for the East corner of Lot 155 and the South corner of Lot 154, continuing in all 376.63 feet to a ½" steel rod found in concrete for the East corner of Lot 154 and the South corner of Lot 153;

North 35°06'51" East, 161.76 feet to a 3/8" steel rod found for the Northeast corner of Lot 153 and the Southeast corner of Lot 152;

North 02°48'57" West, at 100.18 feet pass a point in an electric box for the Northeast corner of Lot 152 and the Southeast corner of Lot 151, continuing in all 174.26 feet to a point in a 26" Cypress for an angle point in the East line of Lot 151;

North 47°44'14" West, 110.41 feet to a 3/8" steel rod w/GES cap found for the Southeast corner of that 0.126 acres to Eddie & Letha Smith in 1479/115, OR in the Northeast line of Lot 150;

THENCE with the common lines of said 42.80 acres & said 0.126 acres and that 0.331 acres to Eddie & Letha Smith in 1568/381, OR, as follows:

North 03°33'22" West, 84.90 feet to a 3/8" steel rod w/GES cap found for the Northeast corner of said 0.126 acres and the Southeast corner of said 0.331 acres;

North 17°32'37" West, 91.79 feet to a 1/2" steel rod w/Kirby cap found for an angle point in the Northeast line of said 0.331 acres;

North 79°10'24" West, 131.53 feet to a 1/2" steel rod w/Kirby cap found for the Northwest corner of said 0.331 acres and an "ELL" corner of said 42.80 acres in the East line of Pebble Beach;

THENCE North 03°15'20" West, with the West line of said 42.80 acres and the East line of Pebble Beach, 733.88 feet to the PLACE OF BEGINNING, and containing within these calls, 82.79 acres of land.

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

1. That the heretofore described property is hereby annexed to the City of Jacksonville, Cherokee County, Texas, and that the boundary limits of the City of Jacksonville be and the same are hereby extended to include the above described territory within the city limits of the City of Jacksonville, and the same shall hereafter be included within the territorial limits of said city, and the inhabitants thereof shall hereafter be entitled to all the rights and privileges of other citizens of the City of Jacksonville and they shall be bound by the acts, ordinances, resolutions, and regulations of said city.
2. A service plan for the area is hereby adopted and attached as Exhibit "A".

The City Secretary is hereby directed to file with the County Clerk of Cherokee County, Texas, a certified copy of this ordinance.

PASSED by an affirmative vote of the requisite number of members of the City Council this the _____ day of _____, 2022.

APPROVED:

Randy Gorham, Mayor

ATTEST:

Greg Lowe, City Secretary

APPROVED AS TO FORM:

D. Brett Brewer, City Attorney

At the Point of Beginning (POB)
Tract One
Angle of Convergence: 02°36'13"
Combined Scale Factor: 1.000011

Tract Two
Angle of Convergence: 02°36'18"
Combined Scale Factor: 1.000011

Tract Three
Angle of Convergence: 02°36'24"
Combined Scale Factor: 1.000012

Tract Four
Angle of Convergence: 02°36'13"
Combined Scale Factor: 1.000012

Tract Four 1.52 Acres Surveyed

"North Side"

Tract Three 21.38 Acres Surveyed

Block No. 27 Jose Pineda East Four League Grant Abstract No. 41 City of Jacksonville, Cherokee County, Texas

Tract Two 3.04 Acres Surveyed

Tract One 78.74 Acres Surveyed

Block No. 26 Jose Pineda East Four League Grant Abstract No. 41 City of Jacksonville, Cherokee County, Texas

LINE	BEARING	DISTANCE
1	N 86°51'17" E	35.30
2	S 86°51'17" E	58.24
3	S 60°04'54" E	40.98
4	S 86°35'53" E	99.01
5	N 78°49'57" E	99.98
6	N 75°04'53" E	99.98
7	N 72°16'51" E	99.93
8	N 74°43'08" E	99.90
9	N 75°32'25" E	50.77
10	S 02°36'22" E	23.21
11	S 75°25'56" W	121.65
12	S 80°04'00" W	125.60
13	S 80°27'00" W	53.91
14	S 47°19'15" W	50.72
15	S 17°08'14" W	60.22
16	N 02°21'13" W	44.66
17	N 00°41'16" W	136.57
18	N 05°30'27" W	51.41
19	N 09°34'56" W	64.58
20	N 09°59'50" W	48.97
21	N 04°12'18" W	54.76
22	N 01°29'03" W	96.41
23	N 89°48'18" E	70.86
24	S 85°28'11" E	6.17
25	S 65°41'51" E	6.21
26	N 29°46'35" E	49.10
27	S 62°27'36" E	28.17
28	N 28°18'52" E	24.57
29	N 81°11'19" E	32.22
30	S 70°45'23" E	42.57
31	S 29°51'45" E	45.48
32	S 08°52'25" E	63.47
33	S 01°36'59" W	106.15
34	S 44°39'15" W	81.52
35	S 79°46'09" W	131.22
36	S 78°11'25" W	51.07
37	S 11°53'46" E	88.46
38	S 01°30'27" E	29.67
39	S 04°11'10" E	51.89
40	S 07°02'38" E	45.51
41	S 09°43'19" E	63.89
42	S 08°42'31" E	57.29
43	S 09°25'24" E	134.79
44	S 58°44'15" W	5.81
45	S 81°15'40" W	55.29
46	N 02°59'47" W	38.53
47	N 60°15'15" W	121.71
48	S 25°27'05" W	41.37
49	S 77°24'00" W	45.80
50	S 02°19'52" E	45.81
51	S 27°00'03" W	41.06
52	S 02°21'49" W	91.96
53	S 01°51'25" E	40.13
54	S 01°19'51" E	58.46
55	S 82°35'00" W	110.98
56	S 81°21'25" W	101.97
57	N 75°44'41" W	105.85
58	S 80°57'55" W	100.22
59	S 84°44'15" W	102.20
60	N 08°04'23" W	17.04
61	S 82°25'00" W	89.09
62	S 8°18'04" E	100.63
63	S 81°06'17" W	32.63
64	S 10°38'12" E	42.91

PLAT

SHOWING A BOUNDARY SURVEY AND DIVISION OF 103.16 ACRES OF LAND IN BLOCK NO. 27 OF THE JOSE PINEDA EAST FOUR LEAGUE GRANT, ABSTRACT NO. 41, CHEROKEE COUNTY, TEXAS, AND BEING ALL OF THAT TRACT 2 CALLED 102.92 ACRES S&E 0.559 ACRES FROM BLOCK 27, TRACT 1, TO HAROLD RHODES & MAURINE RHODES, CO-TRUSTEES OF THE JOSE PINEDA EAST FOUR LEAGUE GRANT, ABSTRACT NO. 41, CHEROKEE COUNTY, TEXAS, AND BEING THAT PART OF SAID 225 ACRES WITHIN COUNTY ROAD NO. 4209 & 4211.

For: Jacksonville Economic Development Corporation (JEDCO)

Scale: 1" = 100'

Field Book: 180/21 & 180/21

Notes: Surveys did not abstract tracts for easements or encroachments. Bearings are based on the Texas Coordinate System of 1983, Texas Central Zone per GPS observations. All conditions of the survey are shown. Note the creek locations. Contour paths, prenas, tree boxes, and underground utilities were not located at the request of JEDCO. There are buried utilities along the right-of-way of U.S. Highway No. 79 and possibly along the margins of County Road No. 4209 & 4211. This division is not subject to the Cherokee County, Texas Subdivision Ordinance under exceptions to the plat in said Ordinance. See Written Descriptions.

I, Kristopher Morgan do hereby state that this plat represents a boundary survey made on the ground for Jacksonville Economic Development Corporation and that in accordance with the information and the instructions furnished me, some correctly represents the facts as found at the time of the survey. I, the undersigned, for ANY OTHER PURPOSE OR BY OTHER PARTIES SHALL BE AT THEIR RISK AND THE UNDERSIGNED IS NOT RESPONSIBLE FOR ANY LOSS RESULTING THEREFROM. THIS PLAT IS NOT SIGNED IN PALE BLUE INK AND THE SEAL PRESENT IN OMPMENT FORM, IT SHOULD BE CONSIDERED AN UNLICENSED COPY AND PRESENT TO CONTAIN ALTERED OR UNAUTHORIZED MATERIAL.

Kristopher Morgan
Registered Professional Land Surveyor No. 5655
December 14, 2021
Plat revised on January 14, 2021 to show new configuration and acreage for Tract One and Tract Three. See descriptions of same prepared at even date.



NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

**AFFIDAVIT OF OWNER REQUESTING
ANNEXATION BY THE CITY OF JACKSONVILLE**

THE STATE OF TEXAS

§

§

COUNTY OF CHEROKEE

§

Before me, the undersigned authority, a Notary Public in and for the State of Texas on this day personally appeared Shane Pace, President of Jacksonville Economic Development Corporation (JEDCO), known to me to be a credible person above the age of eighteen years, having never been convicted of a felony, of sound mind, who, upon being duly sworn did upon oath depose and say as follows:

“JEDCO is filing a petition requesting annexation by area landowners and is the only owner of the following described real property, to-wit:

TRACT ONE: BEING 78.74 acres of land in BLOCK No. 27 OF THE JOSE PINEDA EAST FOUR LEAGUE GRANT, ABSTRACT No. 41, CHEROKEE COUNTY, TEXAS, and being a part of that Tract 2 called 102.92 acres S&E 0.559 acres from Bogey Streak, LLC to Harold & Maurine Rhodes, Co-Trustees, on December 12, 2013 and recorded in Volume 2200, Page 643 of the Official Records of Cherokee County, Texas (hereinafter shown as volume/page, OR, LR for Land Records, DR for Deed Records, PR for Plat Records): SAID tract described as follows: BEARINGS are based on the Texas Coordinate System of 1983, Texas Central Zone per GPS observations: All coordinates are U.S. Survey Feet, NAD83(2011) Epoch 2010.0000 per Trimble VRS Network Solutions: At the point of beginning, the angle of convergence is 02°38'13" and the combined scale factor is 1.000011: To get geodetic bearings, rotate the bearings recited herein, clockwise, by the angle of convergence: All distances are grid and to get surface distances, divide the distances recited herein by the combined scale factor: w/cap = a plastic cap marked Affiliated Surveyors: w/washer = a stainless steel washer marked Affiliated Surveyors: w/McCown cap = a plastic cap marked MCCOWN 4080 or McCown Surveying: w/Hearn cap = a plastic cap marked HEARN: SEE PLAT:

BEGINNING at a 1" iron bar found for the Southwest corner of said 102.92 acres, the Northwest corner of that 6.38 acres from C.R. McClung et ux to Cherokee County, Texas on July 29, 1929 in 137/484, DR, the Southeast corner of that tract from T.B. & Elizabeth Pearsall to Priscilla Pearsall on July 29, 1983 in 881/322, LR, and in the North line of U.S. Highway No. 79, same having a state plane coordinate with a Northing of 10717408.626 feet and an Easting of 3883722.117

feet, from which an old concrete highway monument found is South 81°06'17" West, 32.63 feet;

THENCE North 02°59'47" West, with the West line of said 102.92 acres and Pearsall tract, 38.93 feet to a ½" steel rod found in a rock pile for angle point;

THENCE North 03°25'23" West, with the West line of said 102.92 acres, passing the Northeast corner of Pearsall and the Southeast corner of that Tract 1 called 26 acres from T.B. & Elizabeth Pearsall to Susan Pearsall on July 29, 1983 in 881/231, LR, continuing in all 1744.72 feet to a 3/8" steel rod found for the Northeast corner of said 26 acres and the Southeast corner of that 2.30 acres from Stephen & Mary Ayers to Harold & Maurine Rhodes on July 7, 2014 in 2227/439, OR, from which a 3/8" steel rod found for the Southwest corner of said 2.30 acres is South 86°42'22" West, 405.29 feet;

THENCE North 01°07'38" West, with the West line of said 102.92 acres and the East line of said 2.30 acres, 512.71 feet to a ½" steel rod w/cap set for the North corner of said 2.30 acres, the Northwest corner of said 102.92 acres, in the West line of that 225 acres in Substitute Trustees Deed from Cherokee Country Club of Jacksonville to D. Brett Brewer, Substitute Trustee for Franklin Bank, SSB f/k/a Jacksonville Savings Bank, SSB on November 7, 2006 in 1816/244, OR, and the Southwest corner of 1.52 acres, this day created, (hereinafter shown as Tract Four) in the Southeast occupied margin of County Road No. 4209;

THENCE with the Northwest line of said 102.92 acres, the Southeast line of Tract Four, and along the occupied Southeast and South margin of County Road No. 4209 as follows:

North 24°37'53" East, 167.34 feet;

North 17°09'14" East, 60.22 feet;

North 47°19'15" East, 50.72 feet;

North 65°27'05" East, 53.91 feet;

North 80°04'00" East, 125.60 feet;

North 74°42'47" East, 358.10 feet;

North 76°25'36" East, 121.60 feet;

North 86°20'15" East, 350.25 feet to a ½" steel rod w/cap set at a fence corner for the Northeast corner of this tract and the Northwest corner of 21.38 acres, this day created (hereinafter shown as Tract Three);

THENCE with the West line of Tract Three as follows:

South 07°54'01" East, 486.22 feet to a ½" steel rod w/cap set in a fence;

South 28°50'30" East, 494.87 feet to a ½" steel rod w/cap set in a fence;

South 29°13'11" East, 650.00 feet to a ½" steel rod w/cap set in a fence;

South 16°41'23" West, at 469.79 feet pass a ½" steel rod w/cap set on line at a fence corner, continuing in all 576.73 to a ½" steel rod w/cap set for the Southwest corner of Tract Three in the North line of that 0.559 acres from Norton

Holding Company, LLC to C.R. & Peggy Irby on October 29, 2007 in 1883/128, OR;

THENCE South 67°32'08" West, with the North line of said 0.559 acres, 31.59 feet to a ½" steel rod found on the East bank of a creek for the West corner of said 0.559 acres in the West line of that 4.83 acres from Harry & Wanda Cummins to Connell & Peggy Irby on January 14, 1971 in 625/777, DR, for the Northwest corner of that 2.180 acres from Connell & Peggy Irby to Stephanie Moake on December 22, 2010 in 2053/115, OR and in an interior line of said 102.92 acres;

THENCE with the most Southerly East line of said 102.92 acres, the West line of said 2.180 acres, and along the East bank of a creek as follows:

South 23°57'06" West, 47.37 feet;

South 77°24'00" West, 45.80 feet;

South 00°19'52" East, 45.81 feet;

South 27°00'03" West, 41.06 feet;

South 52°21'47" West, 91.56 feet;

South 01°51'25" East, 40.13 feet;

South 30°19'27" East, 58.48 feet;

South 20°01'16" East, 192.36 feet to a point for the Southeast corner of said 102.92 acres, the Southwest corner of said 2.180 acres, in the North line of said 6.38 acres and U.S. Highway No. 79, from which a ½" steel rod w/Hearn cap found for reference is South 20°01'16" East, 0.29 feet, and from said point, a concrete highway monument found for an angle point in the North line of said 6.38 acres and U.S. Highway No. 79 is North 82°35'00" East, 89.09 feet;

THENCE with the North line of said 6.38 acres & U.S. Highway No. 79 and the South line of said 102.92 acres as follows:

South 82°35'00" West, at 104.09 feet pass a concrete highway monument found, continuing in all 110.99 feet to a concrete highway monument found;

South 78°20'50" West, 300.38 feet to a ½" steel rod w/cap set for the East corner of that 0.219 acres from Cherokee Country Club of Jacksonville to State of Texas on September 21, 1967 in 589/695, DR;

THENCE with the North line of U.S. Highway No. 79 & said 0.219 acres as follows:

South 81°21'35" West, 101.97 feet to a ½" steel rod w/cap set;

North 79°44'41" West, 105.95 feet to a concrete highway monument found;

South 80°57'55" West, 100.22 feet to a concrete highway monument found;

South 56°44'15" West, 101.39 feet to a ½" steel rod w/cap set for an "ELL" corner of this tract and the most Southerly Southeast corner of 3.04 acres, this day created (hereinafter shown as Tract Two);

THENCE with the East, North, and West lines of Tract Two as follows:

North 04°57'26" West, 134.79 feet to a ½" steel rod w/cap set;
North 06°42'31" West, 57.29 feet to a ½" steel rod w/cap set;
North 09°43'19" West, 63.89 feet to a ½" steel rod w/cap set;
North 07°02'38" West, 45.51 feet to a ½" steel rod w/cap set;
North 04°11'10" West, 51.89 feet to a ½" steel rod w/cap set;
North 01°30'27" West, 99.67 feet to a ½" steel rod w/cap set;
North 06°10'05" West, 517.77 feet to a ½" steel rod w/cap set;
North 11°53'46" West, 88.46 feet to a ½" steel rod w/cap set;
North 79°11'25" East, 57.27 feet to a 60d set at the tip of a "V" cut in concrete;

North 13°24'47" West, 240.00 feet to a ½" steel rod w/cap set;
North 79°46'09" East, 131.22 feet to a ½" steel rod w/cap set;
North 44°32'15" East, 67.52 feet to a ½" steel rod w/cap set;
North 01°36'59" East, 106.15 feet to a ½" steel rod w/cap set;
North 06°52'25" West, 63.47 feet to a ½" steel rod w/cap set;
North 29°51'43" West, 64.48 feet to a ½" steel rod w/cap set;
North 70°45'23" West, 42.57 feet to a ½" steel rod w/cap set;
South 83°11'12" West, 32.22 feet to a ½" steel rod w/cap set;
South 28°18'32" West, 24.57 feet to a ½" steel rod w/cap set;
North 62°27'36" West, 28.17 feet to a ½" steel rod w/cap set;
South 29°46'35" West, 49.10 feet to a ½" steel rod w/cap set;
North 60°21'51" West, 8.21 feet to a ½" steel rod w/cap set;
North 82°28'21" West, 4.17 feet to a ½" steel rod w/cap set;
South 85°46'16" West, 70.86 feet to a ½" steel rod w/cap set;
South 05°52'44" East, 243.76 feet to a ½" steel rod w/cap set;
South 03°46'27" East, 245.18 feet to a 60d nail w/washer set in asphalt;
South 04°24'28" East, 296.68 feet to a ½" steel rod w/cap set;
South 06°12'56" East, 322.81 feet to a ½" steel rod w/cap set;
South 01°29'03" East, 96.41 feet to a ½" steel rod w/cap set;
South 04°12'18" East, 54.76 feet to a ½" steel rod w/cap set;
South 06°59'36" East, 48.97 feet to a ½" steel rod w/cap set;
South 09°34'56" East, 64.58 feet to a ½" steel rod w/cap set;
South 06°30'27" East, 57.41 feet to a ½" steel rod w/cap set;
South 00°41'16" East, 138.57 feet to a ½" steel rod w/cap set for the Southwest corner of Tract Two in the South line of said 102.92 acres and the North line of said 6.38 acres and U.S. Highway No. 79;

THENCE with the South line of said 102.92 acres and the North line of said 6.38 acres and U.S. Highway No. 79 as follows:

South 81°12'40" West, 295.30 feet to a concrete highway monument found;

North 08°04'23" West, 17.04 feet to a concrete highway monument found;

South 81°06'17" West, at 152.22 feet pass a concrete highway monument found on line, continuing in all, 220.17 feet to the PLACE OF BEGINNING, and containing within these calls, 78.74 acres of land. This division is not subject to

the Cherokee County, Texas Subdivision Ordinance under the Exception to the Plat section of said Ordinance.

TRACT TWO: BEING 82.79 acres of land in lying partly in BLOCK No. 22, BLOCK No. 23, & BLOCK No. 27 OF THE JOSE PINEDA EAST FOUR LEAGUE GRANT, ABSTRACT No. 41, CHEROKEE COUNTY, TEXAS, and being all of that Tract 2 called 42.80 acres S&E 0.018 acres, Tract 3 called 10.71 acres, Tract 4 called 7.36 acres, Tract 5 called 0.023 acres, Tract 7 called 3.201 acres, Tract 8 called 3.241 acres, Tract 9 called 3.221 acres, Tract 10 called 0.867 acres, Tract 11 called 3.712 acres, Tract 12 called 4.573 acres, and Tract 13 called 3.234 acres from Bogey Streak, LLC to Harold & Maurine Rhodes, Co-Trustees, on December 12, 2013 and recorded in Volume 2200, Page 643 of the Official Records of Cherokee County, Texas (hereinafter shown as volume/page, OR, LR for Land Records, DR for Deed Records, PR for Plat Records), and all of that called 0.15 acres from Bogey Streak, LLC to Harold & Maurine Rhodes, Co-Trustees on August 19, 2016 in 2338/454, OR: SAID tract described as follows: BEARINGS are based on the Texas Coordinate System of 1983, Texas Central Zone per GPS observations: All coordinates are U.S. Survey Feet, NAD83(2011) Epoch 2010.0000 per Trimble VRS Network Solutions: At the point of beginning, the angle of convergence is $02^{\circ}38'19''$ and the combined scale factor is 1.000011: To get geodetic bearings, rotate the bearings recited herein, clockwise, by the angle of convergence: All distances are grid and to get surface distances, divide the distances recited herein by the combined scale factor: w/cap = a plastic cap marked Affiliated Surveyors: w/washer = a stainless steel washer marked Affiliated Surveyors: w/McCown cap = a plastic cap marked MCCOWN 4080 or McCown Surveying: w/Hearn cap = a plastic cap marked HEARN: w/Matabo cap = a plastic cap marked MATABO: w/Canyon cap = a plastic cap marked Canyon: w/GES cap = a plastic cap marked GES 4703: SEE PLAT:

BEGINNING at a point for the Northwest corner of said 42.80 acres at the intersection of the East line of Pebble Beach with the South line of U.S. Highway No. 79 and that Parcel 25, Part 1 called 0.700 acres from R.B. & Murl Wiggins to State of Texas on October 10, 1967 in 590/458, DR, same having a state plane coordinate with a Northing of 10717432.454 feet and an Easting of 3884766.198 feet, from which a $\frac{1}{2}$ " steel rod found for reference is North $03^{\circ}15'20''$ West, 0.88 feet and from said point, a $\frac{3}{8}$ " steel rod found for an angle point in the South line of U.S. Highway No. 79 & said 0.700 acres is South $81^{\circ}08'12''$ West, 467.22 feet;

THENCE North $81^{\circ}08'12''$ East, with the North line of said 42.80 acres and the South line of U.S. Highway No. 79 & said 0.700 acres, 338.15 feet to a point in a creek for an "ELL" corner of said 42.80 acres, the Northwest corner of that 3.338 acres S&E easement from Earle Allen to Virginia Bolton on October 30, 2000 in 1477/24, OR, and the Northwest corner of that Tract 6, Easement 1 called 0.198 acres in 2200/643, OR;

THENCE with an interior line of said 42.80 acres, the West line of said 3.338 acres, and the center of said creek as follows:

South 04°49'32" West, 81.14 feet;

South 39°11'07" East, 29.46 feet;

South 12°45'07" East, 135.77 feet;

South 23°09'36" East, 43.12 feet;

South 16°03'58" West, 44.50 feet;

South 45°35'11" East, 206.94 feet;

South 18°47'22" East, passing the Southwest corner of said 3.338 acres and the Northwest corner of that Tract 2 called 3.444 acres from Charles & Judy Dickerson to Paul & Lori Laney on May 3, 1996 in 1305/330, OR, 49.70 feet;

South 34°44'14" East, 38.62 feet;

South 44°14'24" West, 20.47 feet;

South 55°39'24" West, 54.25 feet;

South 18°01'03" East, 46.08 feet;

South 45°53'33" East, 115.89 feet;

South 10°06'49" East, 54.31 feet;

South 29°13'21" West, 33.44 feet;

South 04°41'26" East, 38.06 feet;

South 14°49'58" West, 21.67 feet;

South 18°37'57" East, 60.00 feet;

South 30°50'11" East, 69.99 feet to a point in said creek for the Southwest corner of said 3.444 acres and an "ELL" corner of said 42.80 acres;

THENCE South 89°33'32" East, with the South line of said 3.444 acres, at 11.57 feet pass a 3/8" steel rod found on the East bank of said creek for reference, continuing in all 195.66 feet to a 3/8" steel rod found for the Southeast corner of said 3.444 acres, the South corner of that Tract 6, Easement 4 called 0.109 acres in 2200/643, OR, and the West corner of said 3.712 acres, from which a 3/8" steel rod found for the West corner of said 0.109-acre easement 4 is North 30°15'25" West, 23.91 feet;

THENCE North 21°17'54" East, with the Southeast line of said 3.444 acres and the Northwest line of said 3.712 acres, 241.30 feet to a 3/8" steel rod found for an "ELL" corner of said 3.444 acres, the North corner of said 3.712 acres, the North corner of said 0.109-acre easement, and in the Southwest line of said 10.71 acres, from which a 3/8" steel rod found for the East corner of said 0.109-acre easement is South 69°27'01" East, 21.91 feet;

THENCE with the common lines of said 10.71 & 3.444 acres as follows:

North 68°43'41" West, 97.69 feet to a 3/8" steel rod found;

North 13°22'13" East, 89.91 feet to a 3/8" steel rod found;

North 51°30'09" East, 83.56 feet to a 3/8" steel rod found for the most Westerly Northwest corner of said 10.71 acres, an "ELL" corner of said 3.44 acres, and the Southwest corner of that 0.096 acres from Connel & Jana Irby to Paul Laney on February 25, 2016 in 2312/784, OR;

THENCE South 73°22'33" East, with a Westerly segment of the North line of said 10.71 acres, at 71.95 feet pass a ½" steel rod found for the Southeast corner of said 0.096 acres and the Southwest corner of that 2.441 acres from Paul & Lori Laney to Connell Irby on February 25, 2016 in 2312/769, OR, continuing in all 443.30 feet to a corner in a branch for an angle corner of said 10.71 & 2.441 acres;

THENCE North 70°49'04" East, with the North line of said 10.71 acres and the Southeast line of said 2.441 acres, 3.66 feet to a ½" steel rod w/cap found for the Southeast corner of said 2.441 acres and the Southwest corner of said 3.234 acres;

THENCE North 28°14'26" East, with the East line of said 2.441 acres and the West line of said 3.234 acres, 450.36 feet to a ½" steel rod found for the Northeast corner of said 2.441 acres, the Northwest corner of said 3.234 acres, the Southeast corner of said 3.021 acres, the Southwest corner of said 3.241 acres, and in the center of that 40 feet wide Easement 3 from Michael & Lyn Ousely to Earle Allen et al on June 15, 1981 in 822/67, DR;

THENCE South 69°53'00" West, with the South line of said 3.021 acres, the North line of said 2.441 acres, and the center of Easement 3 in 822/67, DR, 350.57 feet to a ½" steel rod found for the Southwest corner of said 3.021 acres and the Southeast corner of that 3.281 acres from Michael & Lyn Ousley to C.R. Irby on June 16, 1981 in 822/422, DR, and in the center of said Easement 3 in 822/67, DR;

THENCE North 04°19'02" East, with the West line of said 3.021 acres and the East line of said 3.281 acres, crossing the North line of said Easement 3 in 822/67, DR, 403.00 feet to a ½" steel rod w/cap found for the Northwest corner of said 3.021 acres, the Northeast corner of said 3.281 acres, and in the South line of said 7.36 acres;

THENCE South 88°14'48" West, with the South line of said 7.36 acres and the North line of said 3.281 acres, at 277.89 feet pass a ½" steel rod found for the Northeast corner of that 0.659 acres from C.R. & Peggy Irby to Paul Laney on February 26, 2016 in 2312/773, OR, continuing in all 333.92 feet to a 3/8" steel rod found for the Southwest corner of said 7.36 acres, the Northwest corner of said 0.659 acres and in the East line of that Tract 1 called 3.25 acres S&E 0.169 acre easement from Charles & Judy Dickerson to Paul & Lori Laney on May 3, 1996 in 1305/330, OR;

THENCE North 17°49'44" West, with the West line of said 7.36 acres and the East line of said 3.25 acres, at 49.72 feet pass a 3/8" steel rod found for the Southeast corner of said 0.169 acre easement in both 1305/330, OR, and as Tract 6, Easement 2 called 0.169 acres in 2200/643, OR, continuing in all 124.09 feet to a 3/8" steel rod found for the Northeast corner of said 3.25 & 0.169 acres, the Northwest corner of said 7.36 acres, and in the South line of U.S. Highway No. 79 and said 0.700 acres;

THENCE with the North line of said 7.36 acres and the South line of U.S. Highway No. 79 as follows:

North 81°08'12" East, 22.15 feet to a ½" steel rod w/cap set;

North 75°33'04" East, 100.50 feet to a ½" steel rod w/cap set;

North 81°15'42" East, 498.52 feet to ½" steel rod w/cap set;

North 86°58'20" East, passing the Southeast corner of said 0.700 acres and the West corner of that Parcel 29, Part 1 called 0.054 acres from Effie Sessions et al to State of Texas on October 19, 1967 in 591/756, DR, 100.50 feet to a concrete highway monument found;

North 69°59'33" East, 101.98 feet to a concrete highway monument found for the East corner of said 0.054 acres and in the South line of that 6.38 acres from C.R. McClung et ux to Cherokee County, Texas on July 29, 1929 in 137/484, DR;

North 80°59'11" East, 300.37 feet to a ½" steel rod w/cap set for the West corner of that Parcel 29, Part 2 called 0.111 acres in 591/756, DR;

South 87°42'13" East, 102.11 feet to a concrete highway monument found;

North 81°12'02" East, passing the Southeast corner of said 0.111 acres and the Southwest corner of that Parcel 25, Part 2 called 0.050 acres in 590/458, 199.75 feet to a ½" steel rod w/cap set;

North 75°36'36" East, at 19.72 feet pass a 3/8" steel rod found on line for the Northwest corner of said Easement 3 in 822/67, DR, continuing in all 196.92 feet to a point for the Northeast corner of said 7.36 acres and the Northwest corner of that 4.879 from Ricky & Shalah Brown to Brandon & Brandy Bannister on March 19, 2020 in 2540/100, OR, from which a spike nail found in concrete for the East corner of said 0.050 acres is North 75°36'36" East, 4.08 feet;

THENCE with the common lines of said 7.36 & 4.879 acres as follows:

South 09°45'34" East, 254.59 feet to a 3/8" steel rod found;

South 80°55'41" West, 180.20 feet to a ½" steel rod w/Hearn cap found for an "ELL" corner of said 7.36 acres & said 4.879 acres in the East line of said 3.241 acres, in the West line of Easement 3 in 822/67, DR, and the East line of that Tract 6, Easement 3 called 0.08 acres in 2200/643, OR;

THENCE South 08°38'21" East, with the East line of said 3.241 acres & said 0.08-acre easement and the West line of said 4.879 acres & said Easement 3 in 822/67, DR, 40.50 feet to a ½" steel rod w/cap found for the Southwest corner of said 4.879 acres and the Northwest corner of said 0.867 acres;

THENCE with the common lines of said 4.879 & 0.867 acres as follows:

South 72°08'42" East, crossing the East line of said Easement 3 in 822/67, DR, 213.39 feet to a ½" steel rod w/cap found;

North 81°08'31" East, 445.31 feet to a 3/8" steel rod w/Matabo cap;

North 36°12'27" East, 70.64 feet to a ½" steel rod found in an existing road and the center of a 40 feet wide Easement 1 in 822/67, DR;

THENCE South 08°46'12" East, with the East line of said 0.867 acres and the center of Easement 1 in 822/67, DR, 90.16 feet to a 1/2" steel rod found in said existing road for the Southeast corner of said 0.867 acres and the Northeast corner of that 4.226 acres from Michael & Lyn Ousley to Janna Clardy on June 16, 1981 in 822/426, DR;

THENCE South 81°11'54" West, with the South line of said 0.867 acres and the North line of said 4.226 acres, 685.98 feet to a 3/8" steel rod found for the Southwest corner of said 0.867 acres, the Northwest corner of said 4.226 acres and in the East line of said 10.71 acres;

THENCE with the common lines of said 4.226 & 10.71 acres as follows:

South 63°13'34" East, 489.67 feet to a 3/8" steel rod found;

South 08°41'30" East, 157.73 feet to a 3/8" steel rod found for the Southwest corner of said 4.226 acres, the most Easterly Southeast corner of said 10.71 acres and in the North line of that Tract 1 called 3.425 acres from Patrick McCown et al to Charles & Cynthia Carpenter on January 25, 2021 in 2595/578, OR, from which a 1/2" steel rod found on the West side of said Easement 1 in 822/67, in the North line of said 3.425 acres and the South line of said 4.226 acres is North 81°13'19" East, 268.15 feet;

THENCE South 81°13'42" West, with the South line of said 10.71 acres, at 186.66 feet pass a 1/2" steel rod found for the Northwest corner of said 3.425 acres and the Northeast corner of that Tract 2 called 4.573 acres in 2595/578, OR, at 324.18 feet pass a 1/2" steel rod w/Kirby cap found on line, continuing in all 350.22 feet to a 1/2" steel rod w/Kirby cap found for an angle point in the North line of said 4.573 acres in 2595/578, OR, and the South line of said 10.71 acres;

THENCE South 72°08'37" West, with the North line of said 4.573 acres in 2595/578, OR, and the South line of said 10.71 acres, 295.21 feet to a 1/2" steel rod found for the Northwest corner of said 4.573 acres in 2595/578, OR, and the Northeast corner of said 4.573 acres in 2200/643, OR;

THENCE South 10°20'06" East, with the East line of said 4.573 acres in 2200/643, OR, and the West line of said 4.573 acres in 2595/578, OR, 264.45 feet to a 1/2" steel rod found for the Southwest corner of said 4.573 acres in 2595/578, OR, the Southeast corner of said 4.573 acres in 2200/643, OR, the Northeast corner of that Tract 2 called 5.123 acres from McCown Development, LLC to Patrick McCown et al on December 26, 2007 in 1896/734, OR, an "ELL" corner of that Tract 1 called 105 acres from Neta Hanna to Bruce Melenbacher on July 15, 2004 in 1672/390, OR, and in the center of said Easement 1 in 822/67, DR, from which a 1/2" steel rod found on the North line of said easement is North 10°20'06" West, 20.03 feet and from said corner, another 1/2" steel rod found on the South line of said easement is South 10°20'06" East, 19.92 feet;

THENCE South 78°09'26" West, with the South line of said 4.573 acres in 2200/643, OR, the North line of said 5.123 acres, and the center of Easement 1 in 822/67, DR, 920.82 feet to a ½" steel rod found for the Southwest corner of said 4.573 acres in 2200/643, OR, the Northwest corner of said 5.123 acres, the Southeast corner of said 3.712 acres, the Northeast corner of that 2.570 acres prepared by Tim McCown, RPLS 4080 for Forrest & Anthony Williams on December 16, 2015 in 2489/492, OR, and an angle point in the center of Easement 1 in 822/67, DR, from which a ½" steel rod w/Kirby cap found on the North line of said easement is North 10°58'39" West, 19.94 feet and from said corner, another ½" steel rod found on the South line of said easement is South 09°59'06" East, 19.88 feet;

THENCE South 62°19'44" West, with the South line of said 3.712 acres, the North line of said 2.570 acres, and the center of Easement 1 in 822/67, DR, 398.35 feet to a ½" steel rod found for the Northwest corner of said 2.570 acres in the East line of said 42.80 acres, from which a ½" steel rod found for the Southwest corner of said 3.712 acres and the West end of Easement 1 in 866/67, DR, is South 62°19'44" West, 19.22 feet;

THENCE with the East line of said 42.80 acres and the West line of said 2.570 acres as follows:

South 30°49'11" East, 213.95 feet to a 3/8" steel rod found;

South 20°57'30" East, 124.86 feet to a ½" steel rod w/Hearn cap found for the Southwest corner of said 2.570 acres and the Northwest corner of that 1.47 acres from Brownlee Corporation to City of Jacksonville on July 31, 1986 in 1007/371, LR;

THENCE with the East line of said 42.80 acres and the West line of said 1.47 acres as follows:

South 20°56'11" East, 139.15 feet to a ½" steel rod w/Hearn cap found;

South 64°29'33" East, at 226.24 feet pass a ½" steel rod w/Hearn cap found on line for reference, continuing in all 260.82 feet to a point in a creek for an "ELL" corner of said 42.80 acres, the South corner of said 1.47 acres and in the West line of said 105 acres;

THENCE with the East line of said 42.80 acres, the West line of said 105 acres and the center of said creek as follows:

South 03°05'16" West, 70.09 feet;

South 12°20'03" East, 88.94 feet;

South 31°06'39" East, 38.64 feet to a point for an "ELL" corner of said 105 & 42.80 acres;

THENCE South 33°07'11" West, with the Southeast line of said 42.80 acres and the Northwest line of said 105 acres, at 27.49 feet pass a ½" steel rod w/cap set on line for reference, continuing in all 149.90 feet to a ½" steel rod w/cap found in a creek for an "ELL" corner of said 42.80 acres and the East corner of that 37.02

acres from Brownlee Corporation to Wesley & Jill Penn on June 6, 2011 in 2070/570, OR;

THENCE with the common lines of said 42.80 & 37.02 acres as follows:

North 47°46'31" West, 367.56 feet to a ½" steel rod w/Hearn cap found;

South 71°00'25" West, 480.91 feet to a ½" steel rod w/cap found for the East corner of said 0.15 acres;

THENCE with the South line of said 0.15 acres as follows:

South 48°13'23" West, 47.73 feet to a ½" steel rod w/cap found;

South 65°39'08" West, 89.14 feet to a ½" steel rod w/cap found;

South 69°01'47" West, 90.48 feet to a ½" steel rod w/cap found;

North 88°48'10" West, 50.47 feet to a ½" steel rod w/cap found;

South 84°55'26" West, 64.51 feet to a ½" steel rod w/cap found for the West corner of said 0.15 acres in the Northwest line of said 37.02 acres and an interior line of said 42.80 acres;

THENCE South 72°21'58" West, with the Northwest line of said 37.02 acres and an interior line of said 42.80 acres, 475.71 feet to a ½" steel rod found for the Northwest corner of said 37.02 acres, an "ELL" corner of said 42.80 acres, the Northeast corner of Lot 252 of Cherokee Club Estates according to that map or plat thereof recorded in Plat Cabinet A, Slide 151B, PR, and the Southeast corner of Lot 1 of Hopkins Subdivision according to that map or plat thereof recorded in Plat Cabinet B, Slide 76, PR;

THENCE North 11°12'39" West, with an interior line of said 42.80 acres and the East line of Lot 1 of Hopkins Subdivision, 174.61 feet to a 3/8" steel rod found for an "ELL" corner of said 42.80 acres, the Northeast corner of Lot 1 of Hopkins Subdivision, the Northeast corner of that Tract 6, Easement 5 called 0.055 acres in 2200/643, OR, and in the South line of Preston Trail as shown on plat for Cherokee Club Estates;

THENCE North 64°55'46" East, with an interior line of said 42.80 acres and the South line of Preston Trail, 246.07 feet to a 3/8" steel rod found for an "ELL" corner of said 42.80 acres and the Northwest corner of Lot 250 of Cherokee Club Estates;

THENCE with the common lines of said 42.80 acres and Cherokee Club Estates as follows:

South 25°02'18" East, 46.89 feet to a 3/8" steel rod found for the Southwest corner of Lot 250;

North 75°30'43" East, at 298.77 feet pass a ½" steel rod found for the Southeast corner of Lot 250 and the Southwest corner of Lot 249, at 419.02 feet pass a 3/8" steel rod found for the Southeast corner of Lot 249 and the Southwest corner of Lot 248, continuing in all 534.48 feet to a 3/8" steel rod found for an angle point in the East line of Lot 248;

North 26°28'36" East, at 90.88 feet pass a ½" steel rod found bent for the East corner of Lot 248 and the South corner of Lot 247, continuing in all 188.75 feet to a ½" steel rod found for an angle point in the East line of Lot 247;

North 25°23'31" West, at 149.08 feet pass a 3/8" steel rod found at a "U" post for the North corner of Lot 247 and the East corner of Lot 246, continuing in all 340.71 feet to a ½" steel rod found for the Northeast corner of Lot 246;

South 86°17'28" West, at 99.41 feet pass a ½" steel rod found at a "T" post for the Northwest corner of Lot 246 and the Northeast corner of Lot 245, continuing in all 178.68 feet to a ½" steel rod found for an angle point in the North line of Lot 245;

South 37°40'53" West, at 139.35 feet pass a 3/8" steel rod found at a "T" post for the West corner of Lot 245 and the North corner of Lot 244, continuing in all 249.71 feet to a ½" steel rod found by a bent 3/8" steel rod at a "T" post for the West corner of Lot 244 and the North corner of Lot 243;

South 37°51'46" West, at 124.70 feet pass a 3/8" steel rod found at a "T" post for the West corner of Lot 243 and the North corner of Lot 242, continuing in all 207.54 feet to a ½" steel rod found for an angle point in the Northwest line of Lot 242;

South 64°58'14" West, at 17.23 feet pass a ½" steel rod found for the West corner of Lot 242 and the North corner of Lot 241, at 97.24 feet pass a ½" steel rod found for the West corner of Lot 241 and the North corner of Lot 240, at 197.24 feet pass a 3/8" steel rod found for the West corner of Lot 240 and the North corner of Lot 239, at 297.19 feet pass a 3/8" steel rod w/McCown cap found for the West corner of Lot 239 and the North corner of Lot 238, at 397.08 feet pass a 3/8" steel rod found for the West corner of Lot 238 and the North corner of Lot 237, continuing in all 507.02 feet to a 3/8" steel rod found for an the West corner of Lot 237;

South 24°58'12" East, 120.05 feet to a 3/8" steel rod found for the South corner of Lot 237 and an "ELL" corner of Preston Trail;

South 11°17'26" East, 119.02 feet to a ½" steel rod found for the Northeast corner of Lot 236 in the West line of Preston Trail;

South 69°02'58" West, at 101.52 feet pass a ½" steel rod found for the Northwest corner of Lot 236 and the Northeast corner of Lot 235, at 202.85 feet and 0.66' right pass a ½" steel rod found, at 304.23 feet pass a ½" steel rod found for the Northwest corner of Lot 234 and the Northeast corner of Lot 233, continuing in all 418.14 feet to a ½" steel rod found for an angle point in the North line of Lot 233;

South 64°53'42" West, at 21.77 feet pass a ½" steel rod found by a ¾" iron pipe for the Northwest corner of Lot 233 and the Northeast corner of Lot 232, at 146.84 feet pass an "X" found painted blue on top of an electric transformer box for the Northwest corner of Lot 232 and the Northeast corner of Lot 231, at 247.02 feet pass a ½" steel rod found for the Northwest corner of Lot 231 and the Northeast corner of Lot 230, at 350.45 feet pass a 3/8" steel rod found for the Northwest corner of Lot 230 and the North corner of Lot 229, continuing in all 417.94 feet to a 3/8" steel rod found for an angle point in the Northwest line of Lot 229;

South 41°45'39" West, at 31.02 feet and 0.66' left pass a 3/8" steel rod found, at 138.66 feet pass a 1/2" steel rod found for the West corner of Lot 228 and the North corner of Lot 227, continuing in all 255.83 feet to a 3/8" steel rod found for the West corner of Lot 227;

South 26°17'38" East, 106.72 feet to an "X" cut in a concrete drain for the South corner of Lot 227 and an "ELL" corner of said 42.80 acres in the North line of Augusta Drive, from which a 1/2" steel rod w/Hearn cap found is South 67°09'08" West, 13.50 feet;

THENCE South 84°26'45" West, with the South line of said 42.80 acres and the North line of Augusta Drive, 126.54 feet to a 3/8" steel rod found for the Southeast corner of that 1.469 acres shown as Lot 1 Block 1 of Bob Brown Subdivision according to that map or plat thereof recorded in Plat Cabinet B, Slide 71, PR, and further shown as Lot 1R of Bob Brown Subdivision according to that map or plat thereof recorded in Plat Cabinet B, Slide 341, PR;

THENCE North 51°17'38" West, with the Southwest line of said 42.80 acres and the Northeast line of Lot 1R, at 17.04 feet pass a 3/8" steel rod found on line, continuing in all 216.89 feet to a 3/8" steel rod found for an angle point in the Northeast line of said Lot 1R, the South corner of said 0.023 acres and an angle corner of that 0.531 acres, part of Lot 198R and all of 0.018 acres in 2338/395;

THENCE North 48°03'03" West, with the Southwest line of said 0.023 acres and an interior line of said 0.531 acres, 26.64 feet to a 3/8" steel rod w/McCown cap found for an angle corner of both said 0.023 & 0.531 acres;

THENCE North 05°37'13" West, with the West line of said 0.023 acres and an interior line of said 0.531 acres, 37.88 feet to a 3/8" steel rod w/McCown cap found for an angle corner of both said 0.023 & 0.531 acres;

THENCE North 40°48'49" East, with the Northwest line of said 0.023 acres and an interior line of said 0.531 acres, 24.70 feet to a 3/8" steel rod w/McCown cap found for the North corner of said 0.023 acres in an interior line of said 0.531 acres and the South corner of that 0.018 acres save and excepted from said 42.80 acres;

THENCE with the common lines of said 0.018 & 0.531 acres as follows:

North 40°48'49" East, 47.16 feet to a 3/8" steel rod found for the East corner of said 0.018 acres and an "ELL" corner of said 0.531 acres;

North 49°24'08" West, 21.59 feet to a corner in an Azalea bush for the North corner of said 0.018 acres in an interior line of said 42.80 acres, same being the South corner of Lot 199 and the East corner of Lot 198 of Cherokee Club Estates;

THENCE with the common lines of said 42.80 acres and Cherokee Club Estates as follows:

North 40°42'57" East, at 12.14 feet pass a ½" steel rod w/Matabo cap found for the East corner of said 0.531 acres, at 100.26 feet pass a ½" steel rod found for the East corner of Lot 199 and the South corner of Lot 200, at 199.97 feet pass a ½" steel rod found for the East corner of Lot 200 and the South corner of Lot 201, at 299.62 feet pass a ½" steel rod found for the East corner of Lot 201 and the South Corner of Lot 202, at 349.62 feet pass a ½" steel rod w/Canyon cap found for the East corner of the West ½ of Lot 202 and the South corner of the East ½ of Lot 202, at 499.97 feet pass a ½" steel rod found for the East corner of Lot 203 and the South corner of Lot 204, and also shown on RePlat of Lots 204-206 into Lot 204-A, 205 & 206-A in 992/297, LR, at 590.42 feet pass a ½" steel rod found for the East corner of Lot 204-A and the South corner of the replatted Lot 205, at 599.91 feet pass a ½" steel rod found for the original East corner of Lot 204 and the original South corner of Lot 205, continuing in all 700.26 feet to a ½" steel rod found in concrete for the original East corner of Lot 205 and an angle point in the replatted Southeast line of Lot 205 and the original South corner of Lot 206;

North 63°09'51" East, at 79.95 feet pass a ½" steel rod found for the East corner of Lot 206 & Lot 206-A and the South corner of Lot 207, at 175.72 feet pass a ½" steel rod found for the Southeast corner of Lot 207 and the Southwest corner of Lot 1 of Wilson Estates according to that map or plat thereof recorded in Plat Cabinet B, Slide 62, PR, continuing in all 330.75 feet to a ½" steel rod found for an "ELL" corner of said 42.80 acres and the Southeast corner of Lot 1 of Wilson Estates;

North 02°02'42" West, 47.95 feet to a ½" steel rod found for an "ELL" corner of said 42.80 acres, the Northeast corner of Lot 1 of Wilson Estates and in the Southeast line of Pebble Beach according to Cherokee Club Estates A/151B, PR;

North 87°59'05" East, 80.58 feet to a 3/8" steel rod found for an angle corner of both said 42.80 acres and Pebble Beach;

North 60°25'08" East, 118.89 feet to a 3/8" steel rod found for an "ELL" corner of said 42.80 acres and the West corner of Lot 161 of Cherokee Club Estates;

South 29°37'37" East, 120.27 feet to a ½" steel rod found in concrete for the South corner of Lot 161;

North 60°26'38" East, at 100.03 feet pass a ½" steel rod found in concrete for the East corner of Lot 161 and the South corner of Lot 160, at 199.93 feet pass a ½" steel rod found in concrete for the East corner of Lot 160 and the South corner of Lot 159, at 300.27 feet pass a ½" steel rod found for the East corner of Lot 159 and the South corner of Lot 158, at 400.00 feet pass a ½" steel rod found for the East corner of Lot 158 and the South corner of Lot 157, continuing in all 506.51 feet to a ½" steel rod found in concrete for the East corner of Lot 157 and the South corner of Lot 156;

North 35°00'54" East, at 127.34 feet pass a 3/8" steel rod found for the East corner of Lot 156 and the South corner of Lot 155, at 226.96 feet pass a 3/8" steel rod found for the East corner of Lot 155 and the South corner of Lot 154, continuing in all 376.63 feet to a ½" steel rod found in concrete for the East corner of Lot 154 and the South corner of Lot 153;

North 35°06'51" East, 161.76 feet to a 3/8" steel rod found for the Northeast corner of Lot 153 and the Southeast corner of Lot 152;

North 02°48'57" West, at 100.18 feet pass a point in an electric box for the Northeast corner of Lot 152 and the Southeast corner of Lot 151, continuing in all 174.26 feet to a point in a 26" Cypress for an angle point in the East line of Lot 151;

North 47°44'14" West, 110.41 feet to a 3/8" steel rod w/GES cap found for the Southeast corner of that 0.126 acres to Eddie & Letha Smith in 1479/115, OR in the Northeast line of Lot 150;

THENCE with the common lines of said 42.80 acres & said 0.126 acres and that 0.331 acres to Eddie & Letha Smith in 1568/381, OR, as follows:

North 03°33'22" West, 84.90 feet to a 3/8" steel rod w/GES cap found for the Northeast corner of said 0.126 acres and the Southeast corner of said 0.331 acres;

North 17°32'37" West, 91.79 feet to a 1/2" steel rod w/Kirby cap found for an angle point in the Northeast line of said 0.331 acres;

North 79°10'24" West, 131.53 feet to a 1/2" steel rod w/Kirby cap found for the Northwest corner of said 0.331 acres and an "ELL" corner of said 42.80 acres in the East line of Pebble Beach;

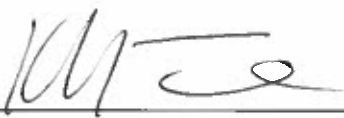
THENCE North 03°15'20" West, with the West line of said 42.80 acres and the East line of Pebble Beach, 733.88 feet to the PLACE OF BEGINNING, and containing within these calls, 82.79 acres of land.

"The above referenced Petition Requesting Annexation by area landowner into the City of Jacksonville is signed by property owner of said property either as designated by the City Council or as described in said Petition."

Further deponent sayeth not.

Jacksonville Economic Development Corporation

By:


Shane Pace, President

(Jurat)

SUBSCRIBED AND SWORN TO BEFORE ME on this _____ day of _____, 2022, by Shane Pace, President of Jacksonville Economic Development Corporation.

Notary Public, State of Texas

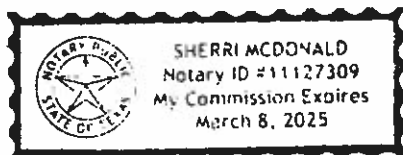
(Acknowledgment)

THE STATE OF TEXAS
COUNTY OF CHEROKEE

§
§
§

BEFORE ME, the undersigned authority, on this day personally appeared Shane Pace, President of Jacksonville Economic Development Corporation, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, this 25 day of July, 2022, 2022.



Sherri McDonald
Notary Public, State of Texas

PETITION REQUESTING ANNEXATION BY AREA LANDOWNERS

TO THE MAYOR OF THE GOVERNING BODY OF JACKSONVILLE, TEXAS:

The undersigned, acting in the capacity stated on behalf of the Jacksonville Economic Development Corporation (JEDCO), owner of the hereinafter described tract of land, which is without residents, or on which fewer than three qualified voters reside, hereby waives the requirement to be offered a development agreement pursuant to Section 43.016 of the Texas Local Government Code if otherwise applicable, and petitions your honorable Body to extend the present city limits so as to include as a part of the City of Jacksonville, Texas, the following described territory, to wit:

TRACT ONE: BEING 78.74 acres of land in BLOCK No. 27 OF THE JOSE PINEDA EAST FOUR LEAGUE GRANT, ABSTRACT No. 41, CHEROKEE COUNTY, TEXAS, and being a part of that Tract 2 called 102.92 acres S&E 0.559 acres from Bogey Streak, LLC to Harold & Maurine Rhodes, Co-Trustees, on December 12, 2013 and recorded in Volume 2200, Page 643 of the Official Records of Cherokee County, Texas (hereinafter shown as volume/page, OR, LR for Land Records, DR for Deed Records, PR for Plat Records): SAID tract described as follows: BEARINGS are based on the Texas Coordinate System of 1983, Texas Central Zone per GPS observations: All coordinates are U.S. Survey Feet, NAD83(2011) Epoch 2010.0000 per Trimble VRS Network Solutions: At the point of beginning, the angle of convergence is 02°38'13" and the combined scale factor is 1.000011: To get geodetic bearings, rotate the bearings recited herein, clockwise, by the angle of convergence: All distances are grid and to get surface distances, divide the distances recited herein by the combined scale factor: w/cap = a plastic cap marked Affiliated Surveyors: w/washer = a stainless steel washer marked Affiliated Surveyors: w/McCown cap = a plastic cap marked MCCOWN 4080 or McCown Surveying: w/Hearn cap = a plastic cap marked HEARN: SEE PLAT:

BEGINNING at a 1" iron bar found for the Southwest corner of said 102.92 acres, the Northwest corner of that 6.38 acres from C.R. McClung et ux to Cherokee County, Texas on July 29, 1929 in 137/484, DR, the Southeast corner of that tract from T.B. & Elizabeth Pearsall to Priscilla Pearsall on July 29, 1983 in 881/322, LR, and in the North line of U.S. Highway No. 79, same having a state plane coordinate with a Northing of 10717408.626 feet and an Easting of 3883722.117 feet, from which an old concrete highway monument found is South 81°06'17" West, 32.63 feet;

THENCE North 02°59'47" West, with the West line of said 102.92 acres and Pearsall tract, 38.93 feet to a ½" steel rod found in a rock pile for angle point;

THENCE North 03°25'23" West, with the West line of said 102.92 acres, passing the Northeast corner of Pearsall and the Southeast corner of that Tract 1 called 26 acres from T.B. & Elizabeth Pearsall to Susan Pearsall on July 29, 1983 in 881/231, LR, continuing in all 1744.72 feet to a 3/8" steel rod found for the Northeast corner

of said 26 acres and the Southeast corner of that 2.30 acres from Stephen & Mary Ayers to Harold & Maurine Rhodes on July 7, 2014 in 2227/439, OR, from which a 3/8" steel rod found for the Southwest corner of said 2.30 acres is South 86°42'22" West, 405.29 feet;

THENCE North 01°07'38" West, with the West line of said 102.92 acres and the East line of said 2.30 acres, 512.71 feet to a 1/2" steel rod w/cap set for the North corner of said 2.30 acres, the Northwest corner of said 102.92 acres, in the West line of that 225 acres in Substitute Trustees Deed from Cherokee Country Club of Jacksonville to D. Brett Brewer, Substitute Trustee for Franklin Bank, SSB f/k/a Jacksonville Savings Bank, SSB on November 7, 2006 in 1816/244, OR, and the Southwest corner of 1.52 acres, this day created, (hereinafter shown as Tract Four) in the Southeast occupied margin of County Road No. 4209;

THENCE with the Northwest line of said 102.92 acres, the Southeast line of Tract Four, and along the occupied Southeast and South margin of County Road No. 4209 as follows:

North 24°37'53" East, 167.34 feet;

North 17°09'14" East, 60.22 feet;

North 47°19'15" East, 50.72 feet;

North 65°27'05" East, 53.91 feet;

North 80°04'00" East, 125.60 feet;

North 74°42'47" East, 358.10 feet;

North 76°25'36" East, 121.60 feet;

North 86°20'15" East, 350.25 feet to a 1/2" steel rod w/cap set at a fence corner for the Northeast corner of this tract and the Northwest corner of 21.38 acres, this day created (hereinafter shown as Tract Three);

THENCE with the West line of Tract Three as follows:

South 07°54'01" East, 486.22 feet to a 1/2" steel rod w/cap set in a fence;

South 28°50'30" East, 494.87 feet to a 1/2" steel rod w/cap set in a fence;

South 29°13'11" East, 650.00 feet to a 1/2" steel rod w/cap set in a fence;

South 16°41'23" West, at 469.79 feet pass a 1/2" steel rod w/cap set on line at a fence corner, continuing in all 576.73 to a 1/2" steel rod w/cap set for the Southwest corner of Tract Three in the North line of that 0.559 acres from Norton Holding Company, LLC to C.R. & Peggy Irby on October 29, 2007 in 1883/128, OR;

THENCE South 67°32'08" West, with the North line of said 0.559 acres, 31.59 feet to a 1/2" steel rod found on the East bank of a creek for the West corner of said 0.559 acres in the West line of that 4.83 acres from Harry & Wanda Cummins to Connell & Peggy Irby on January 14, 1971 in 625/777, DR, for the Northwest corner of that 2.180 acres from Connell & Peggy Irby to Stephanie Moake on December 22, 2010 in 2053/115, OR and in an interior line of said 102.92 acres;

THENCE with the most Southerly East line of said 102.92 acres, the West line of said 2.180 acres, and along the East bank of a creek as follows:

South 23°57'06" West, 47.37 feet;

South 77°24'00" West, 45.80 feet;

South 00°19'52" East, 45.81 feet;

South 27°00'03" West, 41.06 feet;

South 52°21'47" West, 91.56 feet;

South 01°51'25" East, 40.13 feet;

South 30°19'27" East, 58.48 feet;

South 20°01'16" East, 192.36 feet to a point for the Southeast corner of said 102.92 acres, the Southwest corner of said 2.180 acres, in the North line of said 6.38 acres and U.S. Highway No. 79, from which a ½" steel rod w/Hearn cap found for reference is South 20°01'16" East, 0.29 feet, and from said point, a concrete highway monument found for an angle point in the North line of said 6.38 acres and U.S. Highway No. 79 is North 82°35'00" East, 89.09 feet;

THENCE with the North line of said 6.38 acres & U.S. Highway No. 79 and the South line of said 102.92 acres as follows:

South 82°35'00" West, at 104.09 feet pass a concrete highway monument found, continuing in all 110.99 feet to a concrete highway monument found;

South 78°20'50" West, 300.38 feet to a ½" steel rod w/cap set for the East corner of that 0.219 acres from Cherokee Country Club of Jacksonville to State of Texas on September 21, 1967 in 589/695, DR;

THENCE with the North line of U.S. Highway No. 79 & said 0.219 acres as follows:

South 81°21'35" West, 101.97 feet to a ½" steel rod w/cap set;

North 79°44'41" West, 105.95 feet to a concrete highway monument found;

South 80°57'55" West, 100.22 feet to a concrete highway monument found;

South 56°44'15" West, 101.39 feet to a ½" steel rod w/cap set for an "ELL" corner of this tract and the most Southerly Southeast corner of 3.04 acres, this day created (hereinafter shown as Tract Two);

THENCE with the East, North, and West lines of Tract Two as follows:

North 04°57'26" West, 134.79 feet to a ½" steel rod w/cap set;

North 06°42'31" West, 57.29 feet to a ½" steel rod w/cap set;

North 09°43'19" West, 63.89 feet to a ½" steel rod w/cap set;

North 07°02'38" West, 45.51 feet to a ½" steel rod w/cap set;

North 04°11'10" West, 51.89 feet to a ½" steel rod w/cap set;

North 01°30'27" West, 99.67 feet to a ½" steel rod w/cap set;

North 06°10'05" West, 517.77 feet to a ½" steel rod w/cap set;

North 11°53'46" West, 88.46 feet to a ½" steel rod w/cap set;

North 79°11'25" East, 57.27 feet to a 60d set at the tip of a "V" cut in concrete;

North 13°24'47" West, 240.00 feet to a ½" steel rod w/cap set;
North 79°46'09" East, 131.22 feet to a ½" steel rod w/cap set;
North 44°32'15" East, 67.52 feet to a ½" steel rod w/cap set;
North 01°36'59" East, 106.15 feet to a ½" steel rod w/cap set;
North 06°52'25" West, 63.47 feet to a ½" steel rod w/cap set;
North 29°51'43" West, 64.48 feet to a ½" steel rod w/cap set;
North 70°45'23" West, 42.57 feet to a ½" steel rod w/cap set;
South 83°11'12" West, 32.22 feet to a ½" steel rod w/cap set;
South 28°18'32" West, 24.57 feet to a ½" steel rod w/cap set;
North 62°27'36" West, 28.17 feet to a ½" steel rod w/cap set;
South 29°46'35" West, 49.10 feet to a ½" steel rod w/cap set;
North 60°21'51" West, 8.21 feet to a ½" steel rod w/cap set;
North 82°28'21" West, 4.17 feet to a ½" steel rod w/cap set;
South 85°46'16" West, 70.86 feet to a ½" steel rod w/cap set;
South 05°52'44" East, 243.76 feet to a ½" steel rod w/cap set;
South 03°46'27" East, 245.18 feet to a 60d nail w/washer set in asphalt;
South 04°24'28" East, 296.68 feet to a ½" steel rod w/cap set;
South 06°12'56" East, 322.81 feet to a ½" steel rod w/cap set;
South 01°29'03" East, 96.41 feet to a ½" steel rod w/cap set;
South 04°12'18" East, 54.76 feet to a ½" steel rod w/cap set;
South 06°59'36" East, 48.97 feet to a ½" steel rod w/cap set;
South 09°34'56" East, 64.58 feet to a ½" steel rod w/cap set;
South 06°30'27" East, 57.41 feet to a ½" steel rod w/cap set;
South 00°41'16" East, 138.57 feet to a ½" steel rod w/cap set for the
Southwest corner of Tract Two in the South line of said 102.92 acres and the North
line of said 6.38 acres and U.S. Highway No. 79;

THENCE with the South line of said 102.92 acres and the North line of said 6.38
acres and U.S. Highway No. 79 as follows:

South 81°12'40" West, 295.30 feet to a concrete highway monument
found;

North 08°04'23" West, 17.04 feet to a concrete highway monument found;

South 81°06'17" West, at 152.22 feet pass a concrete highway monument
found on line, continuing in all, 220.17 feet to the PLACE OF BEGINNING, and
containing within these calls, 78.74 acres of land. This division is not subject to
the Cherokee County, Texas Subdivision Ordinance under the Exception to the Plat
section of said Ordinance.

TRACT TWO: BEING 82.79 acres of land in lying partly in BLOCK No. 22,
BLOCK No. 23, & BLOCK No. 27 OF THE JOSE PINEDA EAST FOUR
LEAGUE GRANT, ABSTRACT No. 41, CHEROKEE COUNTY, TEXAS, and
being all of that Tract 2 called 42.80 acres S&E 0.018 acres, Tract 3 called 10.71
acres, Tract 4 called 7.36 acres, Tract 5 called 0.023 acres, Tract 7 called 3.201
acres, Tract 8 called 3.241 acres, Tract 9 called 3.221 acres, Tract 10 called 0.867
acres, Tract 11 called 3.712 acres, Tract 12 called 4.573 acres, and Tract 13 called

3.234 acres from Bogey Streak, LLC to Harold & Maurine Rhodes, Co-Trustees, on December 12, 2013 and recorded in Volume 2200, Page 643 of the Official Records of Cherokee County, Texas (hereinafter shown as volume/page, OR, LR for Land Records, DR for Deed Records, PR for Plat Records), and all of that called 0.15 acres from Bogey Streak, LLC to Harold & Maurine Rhodes, Co-Trustees on August 19, 2016 in 2338/454, OR: SAID tract described as follows: BEARINGS are based on the Texas Coordinate System of 1983, Texas Central Zone per GPS observations: All coordinates are U.S. Survey Feet, NAD83(2011) Epoch 2010.0000 per Trimble VRS Network Solutions: At the point of beginning, the angle of convergence is $02^{\circ}38'19''$ and the combined scale factor is 1.000011: To get geodetic bearings, rotate the bearings recited herein, clockwise, by the angle of convergence: All distances are grid and to get surface distances, divide the distances recited herein by the combined scale factor: w/cap = a plastic cap marked Affiliated Surveyors: w/washer = a stainless steel washer marked Affiliated Surveyors: w/McCown cap = a plastic cap marked MCCOWN 4080 or McCown Surveying: w/Hearn cap = a plastic cap marked HEARN: w/Matabo cap = a plastic cap marked MATABO: w/Canyon cap = a plastic cap marked Canyon: w/GES cap = a plastic cap marked GES 4703: SEE PLAT:

BEGINNING at a point for the Northwest corner of said 42.80 acres at the intersection of the East line of Pebble Beach with the South line of U.S. Highway No. 79 and that Parcel 25, Part 1 called 0.700 acres from R.B. & Murl Wiggins to State of Texas on October 10, 1967 in 590/458, DR, same having a state plane coordinate with a Northing of 10717432.454 feet and an Easting of 3884766.198 feet, from which a $\frac{1}{2}$ " steel rod found for reference is North $03^{\circ}15'20''$ West, 0.88 feet and from said point, a $\frac{3}{8}$ " steel rod found for an angle point in the South line of U.S. Highway No. 79 & said 0.700 acres is South $81^{\circ}08'12''$ West, 467.22 feet;

THENCE North $81^{\circ}08'12''$ East, with the North line of said 42.80 acres and the South line of U.S. Highway No. 79 & said 0.700 acres, 338.15 feet to a point in a creek for an "ELL" corner of said 42.80 acres, the Northwest corner of that 3.338 acres S&E easement from Earle Allen to Virginia Bolton on October 30, 2000 in 1477/24, OR, and the Northwest corner of that Tract 6, Easement 1 called 0.198 acres in 2200/643, OR;

THENCE with an interior line of said 42.80 acres, the West line of said 3.338 acres, and the center of said creek as follows:

South $04^{\circ}49'32''$ West, 81.14 feet;

South $39^{\circ}11'07''$ East, 29.46 feet;

South $12^{\circ}45'07''$ East, 135.77 feet;

South $23^{\circ}09'36''$ East, 43.12 feet;

South $16^{\circ}03'58''$ West, 44.50 feet;

South $45^{\circ}35'11''$ East, 206.94 feet;

South $18^{\circ}47'22''$ East, passing the Southwest corner of said 3.338 acres and the Northwest corner of that Tract 2 called 3.444 acres from Charles & Judy Dickerson to Paul & Lori Laney on May 3, 1996 in 1305/330, OR, 49.70 feet;

South 34°44'14" East, 38.62 feet;
South 44°14'24" West, 20.47 feet;
South 55°39'24" West, 54.25 feet;
South 18°01'03" East, 46.08 feet;
South 45°53'33" East, 115.89 feet;
South 10°06'49" East, 54.31 feet;
South 29°13'21" West, 33.44 feet;
South 04°41'26" East, 38.06 feet;
South 14°49'58" West, 21.67 feet;
South 18°37'57" East, 60.00 feet;

South 30°50'11" East, 69.99 feet to a point in said creek for the Southwest corner of said 3.444 acres and an "ELL" corner of said 42.80 acres;

THENCE South 89°33'32" East, with the South line of said 3.444 acres, at 11.57 feet pass a 3/8" steel rod found on the East bank of said creek for reference, continuing in all 195.66 feet to a 3/8" steel rod found for the Southeast corner of said 3.444 acres, the South corner of that Tract 6, Easement 4 called 0.109 acres in 2200/643, OR, and the West corner of said 3.712 acres, from which a 3/8" steel rod found for the West corner of said 0.109-acre easement 4 is North 30°15'25" West, 23.91 feet;

THENCE North 21°17'54" East, with the Southeast line of said 3.444 acres and the Northwest line of said 3.712 acres, 241.30 feet to a 3/8" steel rod found for an "ELL" corner of said 3.444 acres, the North corner of said 3.712 acres, the North corner of said 0.109-acre easement, and in the Southwest line of said 10.71 acres, from which a 3/8" steel rod found for the East corner of said 0.109-acre easement is South 69°27'01" East, 21.91 feet;

THENCE with the common lines of said 10.71 & 3.444 acres as follows:

North 68°43'41" West, 97.69 feet to a 3/8" steel rod found;

North 13°22'13" East, 89.91 feet to a 3/8" steel rod found;

North 51°30'09" East, 83.56 feet to a 3/8" steel rod found for the most Westerly Northwest corner of said 10.71 acres, an "ELL" corner of said 3.44 acres, and the Southwest corner of that 0.096 acres from Connel & Jana Irby to Paul Laney on February 25, 2016 in 2312/784, OR;

THENCE South 73°22'33" East, with a Westerly segment of the North line of said 10.71 acres, at 71.95 feet pass a 1/2" steel rod found for the Southeast corner of said 0.096 acres and the Southwest corner of that 2.441 acres from Paul & Lori Laney to Connell Irby on February 25, 2016 in 2312/769, OR, continuing in all 443.30 feet to a corner in a branch for an angle corner of said 10.71 & 2.441 acres;

THENCE North 70°49'04" East, with the North line of said 10.71 acres and the Southeast line of said 2.441 acres, 3.66 feet to a 1/2" steel rod w/cap found for the Southeast corner of said 2.441 acres and the Southwest corner of said 3.234 acres;

THENCE North 28°14'26" East, with the East line of said 2.441 acres and the West line of said 3.234 acres, 450.36 feet to a ½" steel rod found for the Northeast corner of said 2.441 acres, the Northwest corner of said 3.234 acres, the Southeast corner of said 3.021 acres, the Southwest corner of said 3.241 acres, and in the center of that 40 feet wide Easement 3 from Michael & Lyn Ousely to Earle Allen et al on June 15, 1981 in 822/67, DR;

THENCE South 69°53'00" West, with the South line of said 3.021 acres, the North line of said 2.441 acres, and the center of Easement 3 in 822/67, DR, 350.57 feet to a ½" steel rod found for the Southwest corner of said 3.021 acres and the Southeast corner of that 3.281 acres from Michael & Lyn Ousley to C.R. Irby on June 16, 1981 in 822/422, DR, and in the center of said Easement 3 in 822/67, DR;

THENCE North 04°19'02" East, with the West line of said 3.021 acres and the East line of said 3.281 acres, crossing the North line of said Easement 3 in 822/67, DR, 403.00 feet to a ½" steel rod w/cap found for the Northwest corner of said 3.021 acres, the Northeast corner of said 3.281 acres, and in the South line of said 7.36 acres;

THENCE South 88°14'48" West, with the South line of said 7.36 acres and the North line of said 3.281 acres, at 277.89 feet pass a ½" steel rod found for the Northeast corner of that 0.659 acres from C.R. & Peggy Irby to Paul Laney on February 26, 2016 in 2312/773, OR, continuing in all 333.92 feet to a 3/8" steel rod found for the Southwest corner of said 7.36 acres, the Northwest corner of said 0.659 acres and in the East line of that Tract 1 called 3.25 acres S&E 0.169 acre easement form Charles & Judy Dickerson to Paul & Lori Laney on May 3, 1996 in 1305/330, OR;

THENCE North 17°49'44" West, with the West line of said 7.36 acres and the East line of said 3.25 acres, at 49.72 feet pass a 3/8" steel rod found for the Southeast corner of said 0.169 acre easement in both 1305/330, OR, and as Tract 6, Easement 2 called 0.169 acres in 2200/643, OR, continuing in all 124.09 feet to a 3/8" steel rod found for the Northeast corner of said 3.25 & 0.169 acres, the Northwest corner of said 7.36 acres, and in the South line of U.S. Highway No. 79 and said 0.700 acres;

THENCE with the North line of said 7.36 acres and the South line of U.S. Highway No. 79 as follows:

North 81°08'12" East, 22.15 feet to a ½" steel rod w/cap set;

North 75°33'04" East, 100.50 feet to a ½" steel rod w/cap set;

North 81°15'42" East, 498.52 feet to ½" steel rod w/cap set;

North 86°58'20" East, passing the Southeast corner of said 0.700 acres and the West corner of that Parcel 29, Part 1 called 0.054 acres from Effie Sessions et al to State of Texas on October 19, 1967 in 591/756, DR, 100.50 feet to a concrete highway monument found;

North 69°59'33" East, 101.98 feet to a concrete highway monument found for the East corner of said 0.054 acres and in the South line of that 6.38 acres from C.R. McClung et ux to Cherokee County, Texas on July 29, 1929 in 137/484, DR;

North 80°59'11" East, 300.37 feet to a ½" steel rod w/cap set for the West corner of that Parcel 29, Part 2 called 0.111 acres in 591/756, DR;

South 87°42'13" East, 102.11 feet to a concrete highway monument found;

North 81°12'02" East, passing the Southeast corner of said 0.111 acres and the Southwest corner of that Parcel 25, Part 2 called 0.050 acres in 590/458, 199.75 feet to a ½" steel rod w/cap set;

North 75°36'36" East, at 19.72 feet pass a 3/8" steel rod found on line for the Northwest corner of said Easement 3 in 822/67, DR, continuing in all 196.92 feet to a point for the Northeast corner of said 7.36 acres and the Northwest corner of that 4.879 from Ricky & Shalah Brown to Brandon & Brandy Bannister on March 19, 2020 in 2540/100, OR, from which a spike nail found in concrete for the East corner of said 0.050 acres is North 75°36'36" East, 4.08 feet;

THENCE with the common lines of said 7.36 & 4.879 acres as follows:

South 09°45'34" East, 254.59 feet to a 3/8" steel rod found;

South 80°55'41" West, 180.20 feet to a ½" steel rod w/Hearn cap found for an "ELL" corner of said 7.36 acres & said 4.879 acres in the East line of said 3.241 acres, in the West line of Easement 3 in 822/67, DR, and the East line of that Tract 6, Easement 3 called 0.08 acres in 2200/643, OR;

THENCE South 08°38'21" East, with the East line of said 3.241 acres & said 0.08-acre easement and the West line of said 4.879 acres & said Easement 3 in 822/67, DR, 40.50 feet to a ½" steel rod w/cap found for the Southwest corner of said 4.879 acres and the Northwest corner of said 0.867 acres;

THENCE with the common lines of said 4.879 & 0.867 acres as follows:

South 72°08'42" East, crossing the East line of said Easement 3 in 822/67, DR, 213.39 feet to a ½" steel rod w/cap found;

North 81°08'31" East, 445.31 feet to a 3/8" steel rod w/Matabo cap;

North 36°12'27" East, 70.64 feet to a ½" steel rod found in an existing road and the center of a 40 feet wide Easement 1 in 822/67, DR;

THENCE South 08°46'12" East, with the East line of said 0.867 acres and the center of Easement 1 in 822/67, DR, 90.16 feet to a ½" steel rod found in said existing road for the Southeast corner of said 0.867 acres and the Northeast corner of that 4.226 acres from Michael & Lyn Ousley to Janna Clardy on June 16, 1981 in 822/426, DR;

THENCE South 81°11'54" West, with the South line of said 0.867 acres and the North line of said 4.226 acres, 685.98 feet to a 3/8" steel rod found for the Southwest corner of said 0.867 acres, the Northwest corner of said 4.226 acres and in the East line of said 10.71 acres;

THENCE with the common lines of said 4.226 & 10.71 acres as follows:

South 63°13'34" East, 489.67 feet to a 3/8" steel rod found;

South 08°41'30" East, 157.73 feet to a 3/8" steel rod found for the Southwest corner of said 4.226 acres, the most Easterly Southeast corner of said 10.71 acres and in the North line of that Tract 1 called 3.425 acres from Patrick McCown et al to Charles & Cynthia Carpenter on January 25, 2021 in 2595/578, OR, from which a 1/2" steel rod found on the West side of said Easement 1 in 822/67, in the North line of said 3.425 acres and the South line of said 4.226 acres is North 81°13'19" East, 268.15 feet;

THENCE South 81°13'42" West, with the South line of said 10.71 acres, at 186.66 feet pass a 1/2" steel rod found for the Northwest corner of said 3.425 acres and the Northeast corner of that Tract 2 called 4.573 acres in 2595/578, OR, at 324.18 feet pass a 1/2" steel rod w/Kirby cap found on line, continuing in all 350.22 feet to a 1/2" steel rod w/Kirby cap found for an angle point in the North line of said 4.573 acres in 2595/578, OR, and the South line of said 10.71 acres;

THENCE South 72°08'37" West, with the North line of said 4.573 acres in 2595/578, OR, and the South line of said 10.71 acres, 295.21 feet to a 1/2" steel rod found for the Northwest corner of said 4.573 acres in 2595/578, OR, and the Northeast corner of said 4.573 acres in 2200/643, OR;

THENCE South 10°20'06" East, with the East line of said 4.573 acres in 2200/643, OR, and the West line of said 4.573 acres in 2595/578, OR, 264.45 feet to a 1/2" steel rod found for the Southwest corner of said 4.573 acres in 2595/578, OR, the Southeast corner of said 4.573 acres in 2200/643, OR, the Northeast corner of that Tract 2 called 5.123 acres from McCown Development, LLC to Patrick McCown et al on December 26, 2007 in 1896/734, OR, an "ELL" corner of that Tract 1 called 105 acres from Neta Hanna to Bruce Melenbacher on July 15, 2004 in 1672/390, OR, and in the center of said Easement 1 in 822/67, DR, from which a 1/2" steel rod found on the North line of said easement is North 10°20'06" West, 20.03 feet and from said corner, another 1/2" steel rod found on the South line of said easement is South 10°20'06" East, 19.92 feet;

THENCE South 78°09'26" West, with the South line of said 4.573 acres in 2200/643, OR, the North line of said 5.123 acres, and the center of Easement 1 in 822/67, DR, 920.82 feet to a 1/2" steel rod found for the Southwest corner of said 4.573 acres in 2200/643, OR, the Northwest corner of said 5.123 acres, the Southeast corner of said 3.712 acres, the Northeast corner of that 2.570 acres prepared by Tim McCown, RPLS 4080 for Forrest & Anthony Williams on December 16, 2015 in 2489/492, OR, and an angle point in the center of Easement 1 in 822/67, DR, from which a 1/2" steel rod w/Kirby cap found on the North line of said easement is North 10°58'39" West, 19.94 feet and from said corner, another 1/2" steel rod found on the South line of said easement is South 09°59'06" East, 19.88 feet;

THENCE South 62°19'44" West, with the South line of said 3.712 acres, the North line of said 2.570 acres, and the center of Easement 1 in 822/67, DR, 398.35 feet to a ½" steel rod found for the Northwest corner of said 2.570 acres in the East line of said 42.80 acres, from which a ½" steel rod found for the Southwest corner of said 3.712 acres and the West end of Easement 1 in 866/67, DR, is South 62°19'44" West, 19.22 feet;

THENCE with the East line of said 42.80 acres and the West line of said 2.570 acres as follows:

South 30°49'11" East, 213.95 feet to a 3/8" steel rod found;

South 20°57'30" East, 124.86 feet to a ½" steel rod w/Hearn cap found for the Southwest corner of said 2.570 acres and the Northwest corner of that 1.47 acres from Brownlee Corporation to City of Jacksonville on July 31, 1986 in 1007/371, LR;

THENCE with the East line of said 42.80 acres and the West line of said 1.47 acres as follows:

South 20°56'11" East, 139.15 feet to a ½" steel rod w/Hearn cap found;

South 64°29'33" East, at 226.24 feet pass a ½" steel rod w/Hearn cap found on line for reference, continuing in all 260.82 feet to a point in a creek for an "ELL" corner of said 42.80 acres, the South corner of said 1.47 acres and in the West line of said 105 acres;

THENCE with the East line of said 42.80 acres, the West line of said 105 acres and the center of said creek as follows:

South 03°05'16" West, 70.09 feet;

South 12°20'03" East, 88.94 feet;

South 31°06'39" East, 38.64 feet to a point for an "ELL" corner of said 105 & 42.80 acres;

THENCE South 33°07'11" West, with the Southeast line of said 42.80 acres and the Northwest line of said 105 acres, at 27.49 feet pass a ½" steel rod w/cap set on line for reference, continuing in all 149.90 feet to a ½" steel rod w/cap found in a creek for an "ELL" corner of said 42.80 acres and the East corner of that 37.02 acres from Brownlee Corporation to Wesley & Jill Penn on June 6, 2011 in 2070/570, OR;

THENCE with the common lines of said 42.80 & 37.02 acres as follows:

North 47°46'31" West, 367.56 feet to a ½" steel rod w/Hearn cap found;

South 71°00'25" West, 480.91 feet to a ½" steel rod w/cap found for the East corner of said 0.15 acres;

THENCE with the South line of said 0.15 acres as follows:

South 48°13'23" West, 47.73 feet to a ½" steel rod w/cap found;

South 65°39'08" West, 89.14 feet to a ½" steel rod w/cap found;

South 69°01'47" West, 90.48 feet to a ½" steel rod w/cap found;

North 88°48'10" West, 50.47 feet to a ½" steel rod w/cap found;
South 84°55'26" West, 64.51 feet to a ½" steel rod w/cap found for the
West corner of said 0.15 acres in the Northwest line of said 37.02 acres and an
interior line of said 42.80 acres;

THENCE South 72°21'58" West, with the Northwest line of said 37.02 acres and
an interior line of said 42.80 acres, 475.71 feet to a ½" steel rod found for the
Northwest corner of said 37.02 acres, an "ELL" corner of said 42.80 acres, the
Northeast corner of Lot 252 of Cherokee Club Estates according to that map or plat
thereof recorded in Plat Cabinet A, Slide 151B, PR, and the Southeast corner of Lot
1 of Hopkins Subdivision according to that map or plat thereof recorded in Plat
Cabinet B, Slide 76, PR;

THENCE North 11°12'39" West, with an interior line of said 42.80 acres and the
East line of Lot 1 of Hopkins Subdivision, 174.61 feet to a 3/8" steel rod found for
an "ELL" corner of said 42.80 acres, the Northeast corner of Lot 1 of Hopkins
Subdivision, the Northeast corner of that Tract 6, Easement 5 called 0.055 acres in
2200/643, OR, and in the South line of Preston Trail as shown on plat for Cherokee
Club Estates;

THENCE North 64°55'46" East, with an interior line of said 42.80 acres and the
South line of Preston Trail, 246.07 feet to a 3/8" steel rod found for an "ELL" corner
of said 42.80 acres and the Northwest corner of Lot 250 of Cherokee Club Estates;

THENCE with the common lines of said 42.80 acres and Cherokee Club Estates as
follows:

South 25°02'18" East, 46.89 feet to a 3/8" steel rod found for the Southwest
corner of Lot 250;

North 75°30'43" East, at 298.77 feet pass a ½" steel rod found for the
Southeast corner of Lot 250 and the Southwest corner of Lot 249, at 419.02 feet
pass a 3/8" steel rod found for the Southeast corner of Lot 249 and the Southwest
corner of Lot 248, continuing in all 534.48 feet to a 3/8" steel rod found for an angle
point in the East line of Lot 248;

North 26°28'36" East, at 90.88 feet pass a ½" steel rod found bent for the
East corner of Lot 248 and the South corner of Lot 247, continuing in all 188.75
feet to a ½" steel rod found for an angle point in the East line of Lot 247;

North 25°23'31" West, at 149.08 feet pass a 3/8" steel rod found at a "U"
post for the North corner of Lot 247 and the East corner of Lot 246, continuing in
all 340.71 feet to a ½" steel rod found for the Northeast corner of Lot 246;

South 86°17'28" West, at 99.41 feet pass a ½" steel rod found at a "T" post
for the Northwest corner of Lot 246 and the Northeast corner of Lot 245, continuing
in all 178.68 feet to a ½" steel rod found for an angle point in the North line of Lot
245;

South 37°40'53" West, at 139.35 feet pass a 3/8" steel rod found at a "T"
post for the West corner of Lot 245 and the North corner of Lot 244, continuing in

all 249.71 feet to a ½" steel rod found by a bent 3/8" steel rod at a "T" post for the West corner of Lot 244 and the North corner of Lot 243;

South 37°51'46" West, at 124.70 feet pass a 3/8" steel rod found at a "T" post for the West corner of Lot 243 and the North corner of Lot 242, continuing in all 207.54 feet to a ½" steel rod found for an angle point in the Northwest line of Lot 242;

South 64°58'14" West, at 17.23 feet pass a ½" steel rod found for the West corner of Lot 242 and the North corner of Lot 241, at 97.24 feet pass a ½" steel rod found for the West corner of Lot 241 and the North corner of Lot 240, at 197.24 feet pass a 3/8" steel rod found for the West corner of Lot 240 and the North corner of Lot 239, at 297.19 feet pass a 3/8" steel rod w/McCown cap found for the West corner of Lot 239 and the North corner of Lot 238, at 397.08 feet pass a 3/8" steel rod found for the West corner of Lot 238 and the North corner of Lot 237, continuing in all 507.02 feet to a 3/8" steel rod found for an the West corner of Lot 237;

South 24°58'12" East, 120.05 feet to a 3/8" steel rod found for the South corner of Lot 237 and an "ELL" corner of Preston Trail;

South 11°17'26" East, 119.02 feet to a ½" steel rod found for the Northeast corner of Lot 236 in the West line of Preston Trail;

South 69°02'58" West, at 101.52 feet pass a ½" steel rod found for the Northwest corner of Lot 236 and the Northeast corner of Lot 235, at 202.85 feet and 0.66' right pass a ½" steel rod found, at 304.23 feet pass a ½" steel rod found for the Northwest corner of Lot 234 and the Northeast corner of Lot 233, continuing in all 418.14 feet to a ½" steel rod found for an angle point in the North line of Lot 233;

South 64°53'42" West, at 21.77 feet pass a ½" steel rod found by a ¾" iron pipe for the Northwest corner of Lot 233 and the Northeast corner of Lot 232, at 146.84 feet pass an "X" found painted blue on top of an electric transformer box for the Northwest corner of Lot 232 and the Northeast corner of Lot 231, at 247.02 feet pass a ½" steel rod found for the Northwest corner of Lot 231 and the Northeast corner of Lot 230, at 350.45 feet pass a 3/8" steel rod found for the Northwest corner of Lot 230 and the North corner of Lot 229, continuing in all 417.94 feet to a 3/8" steel rod found for an angle point in the Northwest line of Lot 229;

South 41°45'39" West, at 31.02 feet and 0.66' left pass a 3/8" steel rod found, at 138.66 feet pass a ½" steel rod found for the West corner of Lot 228 and the North corner of Lot 227, continuing in all 255.83 feet to a 3/8" steel rod found for the West corner of Lot 227;

South 26°17'38" East, 106.72 feet to an "X" cut in a concrete drain for the South corner of Lot 227 and an "ELL" corner of said 42.80 acres in the North line of Augusta Drive, from which a ½" steel rod w/Hearn cap found is South 67°09'08" West, 13.50 feet;

THENCE South 84°26'45" West, with the South line of said 42.80 acres and the North line of Augusta Drive, 126.54 feet to a 3/8" steel rod found for the Southeast corner of that 1.469 acres shown as Lot 1 Block 1 of Bob Brown Subdivision according to that map or plat thereof recorded in Plat Cabinet B, Slide 71, PR, and

further shown as Lot 1R of Bob Brown Subdivision according to that map or plat thereof recorded in Plat Cabinet B, Slide 341, PR;

THENCE North 51°17'38" West, with the Southwest line of said 42.80 acres and the Northeast line of Lot 1R, at 17.04 feet pass a 3/8" steel rod found on line, continuing in all 216.89 feet to a 3/8" steel rod found for an angle point in the Northeast line of said Lot 1R, the South corner of said 0.023 acres and an angle corner of that 0.531 acres, part of Lot 198R and all of 0.018 acres in 2338/395;

THENCE North 48°03'03" West, with the Southwest line of said 0.023 acres and an interior line of said 0.531 acres, 26.64 feet to a 3/8" steel rod w/McCown cap found for an angle corner of both said 0.023 & 0.531 acres;

THENCE North 05°37'13" West, with the West line of said 0.023 acres and an interior line of said 0.531 acres, 37.88 feet to a 3/8" steel rod w/McCown cap found for an angle corner of both said 0.023 & 0.531 acres;

THENCE North 40°48'49" East, with the Northwest line of said 0.023 acres and an interior line of said 0.531 acres, 24.70 feet to a 3/8" steel rod w/McCown cap found for the North corner of said 0.023 acres in an interior line of said 0.531 acres and the South corner of that 0.018 acres save and excepted from said 42.80 acres;

THENCE with the common lines of said 0.018 & 0.531 acres as follows:

North 40°48'49" East, 47.16 feet to a 3/8" steel rod found for the East corner of said 0.018 acres and an "ELL" corner of said 0.531 acres;

North 49°24'08" West, 21.59 feet to a corner in an Azalea bush for the North corner of said 0.018 acres in an interior line of said 42.80 acres, same being the South corner of Lot 199 and the East corner of Lot 198 of Cherokee Club Estates;

THENCE with the common lines of said 42.80 acres and Cherokee Club Estates as follows:

North 40°42'57" East, at 12.14 feet pass a 1/2" steel rod w/Matabo cap found for the East corner of said 0.531 acres, at 100.26 feet pass a 1/2" steel rod found for the East corner of Lot 199 and the South corner of Lot 200, at 199.97 feet pass a 1/2" steel rod found for the East corner of Lot 200 and the South corner of Lot 201, at 299.62 feet pass a 1/2" steel rod found for the East corner of Lot 201 and the South Corner of Lot 202, at 349.62 feet pass a 1/2" steel rod w/Canyon cap found for the East corner of the West 1/2 of Lot 202 and the South corner of the East 1/2 of Lot 202, at 499.97 feet pass a 1/2" steel rod found for the East corner of Lot 203 and the South corner of Lot 204, and also shown on RePlat of Lots 204-206 into Lot 204-A, 205 & 206-A in 992/297, LR, at 590.42 feet pass a 1/2" steel rod found for the East corner of Lot 204-A and the South corner of the replatted Lot 205, at 599.91 feet pass a 1/2" steel rod found for the original East corner of Lot 204 and the original South corner of Lot 205, continuing in all 700.26 feet to a 1/2" steel rod found in

concrete for the original East corner of Lot 205 and an angle point in the replatted Southeast line of Lot 205 and the original South corner of Lot 206;

North 63°09'51" East, at 79.95 feet pass a ½" steel rod found for the East corner of Lot 206 & Lot 206-A and the South corner of Lot 207, at 175.72 feet pass a ½" steel rod found for the Southeast corner of Lot 207 and the Southwest corner of Lot 1 of Wilson Estates according to that map or plat thereof recorded in Plat Cabinet B, Slide 62, PR, continuing in all 330.75 feet to a ½" steel rod found for an "ELL" corner of said 42.80 acres and the Southeast corner of Lot 1 of Wilson Estates;

North 02°02'42" West, 47.95 feet to a ½" steel rod found for an "ELL" corner of said 42.80 acres, the Northeast corner of Lot 1 of Wilson Estates and in the Southeast line of Pebble Beach according to Cherokee Club Estates A/151B, PR;

North 87°59'05" East, 80.58 feet to a 3/8" steel rod found for an angle corner of both said 42.80 acres and Pebble Beach;

North 60°25'08" East, 118.89 feet to a 3/8" steel rod found for an "ELL" corner of said 42.80 acres and the West corner of Lot 161 of Cherokee Club Estates;

South 29°37'37" East, 120.27 feet to a ½" steel rod found in concrete for the South corner of Lot 161;

North 60°26'38" East, at 100.03 feet pass a ½" steel rod found in concrete for the East corner of Lot 161 and the South corner of Lot 160, at 199.93 feet pass a ½" steel rod found in concrete for the East corner of Lot 160 and the South corner of Lot 159, at 300.27 feet pass a ½" steel rod found for the East corner of Lot 159 and the South corner of Lot 158, at 400.00 feet pass a ½" steel rod found for the East corner of Lot 158 and the South corner of Lot 157, continuing in all 506.51 feet to a ½" steel rod found in concrete for the East corner of Lot 157 and the South corner of Lot 156;

North 35°00'54" East, at 127.34 feet pass a 3/8" steel rod found for the East corner of Lot 156 and the South corner of Lot 155, at 226.96 feet pass a 3/8" steel rod found for the East corner of Lot 155 and the South corner of Lot 154, continuing in all 376.63 feet to a ½" steel rod found in concrete for the East corner of Lot 154 and the South corner of Lot 153;

North 35°06'51" East, 161.76 feet to a 3/8" steel rod found for the Northeast corner of Lot 153 and the Southeast corner of Lot 152;

North 02°48'57" West, at 100.18 feet pass a point in an electric box for the Northeast corner of Lot 152 and the Southeast corner of Lot 151, continuing in all 174.26 feet to a point in a 26" Cypress for an angle point in the East line of Lot 151;

North 47°44'14" West, 110.41 feet to a 3/8" steel rod w/GES cap found for the Southeast corner of that 0.126 acres to Eddie & Letha Smith in 1479/115, OR in the Northeast line of Lot 150;

THENCE with the common lines of said 42.80 acres & said 0.126 acres and that 0.331 acres to Eddie & Letha Smith in 1568/381, OR, as follows:

North 03°33'22" West, 84.90 feet to a 3/8" steel rod w/GES cap found for the Northeast corner of said 0.126 acres and the Southeast corner of said 0.331 acres;

North 17°32'37" West, 91.79 feet to a 1/2" steel rod w/Kirby cap found for an angle point in the Northeast line of said 0.331 acres;

North 79°10'24" West, 131.53 feet to a 1/2" steel rod w/Kirby cap found for the Northwest corner of said 0.331 acres and an "ELL" corner of said 42.80 acres in the East line of Pebble Beach;

THENCE North 03°15'20" West, with the West line of said 42.80 acres and the East line of Pebble Beach, 733.88 feet to the PLACE OF BEGINNING, and containing within these calls, 82.79 acres of land.

I certify that the above described tract of land is contiguous and adjacent to the City of Jacksonville, Texas, is not more than one-half mile in width, and that this petition is signed and duly acknowledged by each and every person having an interest in said land.

Attached hereto as Exhibit "A" is an affidavit certifying that the petition is signed by all owners of the subject property.

Jacksonville Economic Development Corporation

By:

Shane Pace
Shane Pace, President

(Acknowledgment)

THE STATE OF TEXAS

§

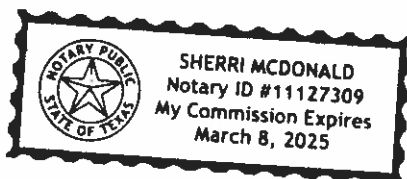
§

COUNTY OF CHEROKEE

§

BEFORE ME, the undersigned authority, on this day personally appeared Shane Pace, in his capacity as President of Jacksonville Economic Development Corporation, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, this 25 day of July, 2022, 2022.



Sherri McDonald
Notary Public, State of Texas





Jacksonville City Council

AGENDA ITEM REPORT

AGENDA DATE:	8/9/2022	ITEM NUMBER:	21.
DEPARTMENT:	Administration	PREPARED BY:	ReNissa Wade, Assistant City Manager
INITIATED BY:	James Hubbard, CITY MANAGER	EXHIBITS:	Resolution 7.26.22 (005) Intro Ordinance to annex event center, Ordinance 7.26.22 (003) Annexing Event Center, COJ Event Center Annexation Plat, Petition and Affidavit Annexation Event Center

EXECUTIVE SUMMARY:

Request that the City Council consider annexation of property owned by the City of Jacksonville located at 14499 E. US HWY 79 E. The property being utilized as a Civic Center and was formerly known as the Cherokee Ranch Golf Clubhouse. The Jacksonville City Council approved the participation of the city in the purchase of the Cherokee Ranch Golf Clubhouse on February 9, 2022, with the intent to convert the clubhouse into a civic center. The purchase was a joint effort between the city, the Jacksonville Economic Development Corporation (JEDCO) and the Cherokee Ranch Golf Club.

The property consists of a 187-acres, 18-hole public golf course, a 14,500-square foot clubhouse and pro shop.

A petition for voluntary annexation has been filed with the City by the owner of the real property, located at 14499 E. US HWY 79 E, contiguous to the City of Jacksonville. The applicant is requesting that the property be annexed and become part of the City pursuant to Section 43.0671 of the Texas Local Government Code.

Pursuant to Section 43.0672 of the Texas Local Government Code, the City must first negotiate and enter into a written agreement with the owner, of which said agreement must include a list of each service the municipality will provide on the effective date of the annexation and a schedule that includes the period within which the municipality will provide each service that is not provided on the effective date of the annexation.

Pursuant to Section 43.0673 of the Texas Local Government Code, the City is required to hold one public hearing before it may initiate annexation proceedings for the property.

The territory hereinafter annexed into the City shall be classified under the "O" – Agricultural-Open Space District.

RECOMMENDED ACTION:

It is recommended that the City Council hold a public hearing, approve the annexation of property owned by the City of Jacksonville located at 14499 E. US HWY 79 E (Civic Center; former Cherokee Ranch Golf Clubhouse) and authorize City services to the newly annexed area.

BID AND AWARD:

BUDGET DATA:

BUDGET JUSTIFICATION:

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

RESOLUTION INTRODUCING ORDINANCE
AND SETTING PUBLIC HEARINGS ON A PROPOSED ANNEXATION

RESOLUTION NO. _____

A RESOLUTION INTRODUCING PROPOSED ORDINANCE ANNEXING TERRITORY AND SETTING A DATE, TIME, AND PLACE FOR A PUBLIC HEARING ON THE PROPOSED ANNEXATION OF CERTAIN PROPERTY BY THE CITY OF JACKSONVILLE, TEXAS, AND AUTHORIZING AND DIRECTING THE MAYOR TO PUBLISH NOTICE OF SUCH PUBLIC HEARING AND SUCH PROPOSED ORDINANCE.

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

SECTION 1. The City Council hereby introduces that certain proposed Ordinance Annexing Territory in the form attached as Exhibit "A" attached hereto and made a part hereof for all purposes. Such proposal shall be published once in a newspaper of general circulation published in the City at least 30 days before said ordinance may be acted upon, in accordance with the Jacksonville City Charter.

SECTION 2: On the 13th day of September, 2022, at 6:00 PM in the City Council Chamber of the City Hall of the City of Jacksonville, Texas, the City Council will hold a public hearing giving all interested persons the right to appear and be heard on the proposed annexation by the City of Jacksonville, Texas of the following described property, to-wit:

BEING 3.04 acres of land in BLOCK No. 27 OF THE JOSE PINEDA EAST FOUR LEAGUE GRANT, ABSTRACT No. 41, CHEROKEE COUNTY, TEXAS, and being a part of that Tract 2 called 102.92 acres S&E 0.559 acres from Bogey Streak, LLC to Harold & Maurine Rhodes, Co-Trustees, on December 12, 2013 and recorded in Volume 2200, Page 643 of the Official Records of Cherokee County, Texas (hereinafter shown as volume/page, OR, LR for Land Records, DR for Deed Records, PR for Plat Records): SAID tract described as follows: BEARINGS are based on the Texas Coordinate System of 1983, Texas Central Zone per GPS observations: All coordinates are U.S. Survey Feet, NAD83(2011) Epoch 2010.0000 per Trimble VRS Network Solutions: At the point of beginning, the angle of convergence is 02°38'16" and the combined scale factor is 1.000011: To get geodetic bearings, rotate the bearings recited herein, clockwise, by the angle of convergence: All distances are grid and to get surface distances, divide the distances recited herein by the combined scale factor: w/cap = a plastic cap marked Affiliated Surveyors: w/washer = a stainless steel washer marked Affiliated Surveyors: w/McCown cap = a plastic cap marked MCCOWN 4080 or McCown Surveying: w/Hearn cap = a plastic cap marked HEARN: SEE PLAT:

COMMENCING at a 1" iron bar found for the Southwest corner of said 102.92 acres and 79.34 acres, this day created (hereinafter shown as Tract One), the Northwest corner of that 6.38 acres from C.R. McClung et ux to Cherokee County, Texas on July 29, 1929 in 137/484, DR, the Southeast corner of that tract from T.B.

& Elizabeth Pearsall to Priscilla Pearsall on July 29, 1983 in 881/322, LR, and in the North line of U.S. Highway No. 79, same having a state plane coordinate with a Northing of 10717408.626 feet and an Easting of 3883722.117 feet, from which an old concrete highway monument found is South 81°06'17" West, 32.63 feet;

THENCE with the South line Tract One and said 102.92 acres and the North line of said 6.38 acres and U.S. Highway No. 79 as follows:

North 81°06'17" East, 220.17 feet to a concrete highway monument found;

South 08°04'23" East, 17.04 feet to a concrete highway monument found;

North 81°12'40" East, 295.30 feet to a ½" steel rod w/cap set for an "ELL" corner of Tract One and the Southwest corner of this tract for the PLACE OF BEGINNING, same having a state plane coordinate with a Northing of 10717470.921 feet and an Easting of 3884233.865 feet;

THENCE with interior lines of Tract One as follows:

North 00°41'16" West, 138.57 feet to a ½" steel rod w/cap set;

North 06°30'27" West, 57.41 feet to a ½" steel rod w/cap set;

North 09°34'56" West, 64.58 feet to a ½" steel rod w/cap set;

North 06°59'36" West, 48.97 feet to a ½" steel rod w/cap set;

North 04°12'18" West, 54.76 feet to a ½" steel rod w/cap set;

North 01°29'03" West, 96.41 feet to a ½" steel rod w/cap set;

North 06°12'56" West, 322.81 feet to a ½" steel rod w/cap set;

North 04°24'28" West, 296.68 feet to a 60d nail w/washer set in asphalt;

North 03°46'27" West, 245.18 feet to a ½" steel rod w/cap set;

North 05°52'44" West, 243.76 feet to a ½" steel rod w/cap set;

North 85°46'16" East, 70.86 feet to a ½" steel rod w/cap set;

South 82°28'21" East, 4.17 feet to a ½" steel rod w/cap set;

South 60°21'51" East, 8.21 feet to a ½" steel rod w/cap set;

North 29°46'35" East, 49.10 feet to a ½" steel rod w/cap set;

South 62°27'36" East, 28.17 feet to a ½" steel rod w/cap set;

North 28°18'32" East, 24.57 feet to a ½" steel rod w/cap set;

North 83°11'12" East, 32.22 feet to a ½" steel rod w/cap set;

South 70°45'23" East, 42.57 feet to a ½" steel rod w/cap set;

South 29°51'43" East, 64.48 feet to a ½" steel rod w/cap set;

South 06°52'25" East, 63.47 feet to a ½" steel rod w/cap set;

South 01°36'59" West, 106.15 feet to a ½" steel rod w/cap set;

South 44°32'15" West, 67.52 feet to a ½" steel rod w/cap set;

South 79°46'09" West, 131.22 feet to a ½" steel rod w/cap set;

South 13°24'47" East, 240.00 feet to a 60d nail set at the tip of a "V" cut in concrete;

South 79°11'25" West, 57.27 feet to a ½" steel rod w/cap set;

South 11°53'46" East, 88.46 feet to a ½" steel rod w/cap set;

South 06°10'05" East, 517.77 feet to a ½" steel rod w/cap set;

South 01°30'27" East, 99.67 feet to a ½" steel rod w/cap set;

South 04°11'10" East, 51.89 feet to a ½" steel rod w/cap set;

South 07°02'38" East, 45.51 feet to a ½" steel rod w/cap set;

South 09°43'19" East, 63.89 feet to a ½" steel rod w/cap set;
South 06°42'31" East, 57.29 feet to a ½" steel rod w/cap set;
South 04°57'26" East, 134.79 feet to a ½" steel rod w/cap set in the South
line of said 102.92 acres and the North line of that 0.219 acres from Cherokee
Country Club of Jacksonville to State of Texas on September 21, 1967 in 589/695,
DR and the North line of U.S. Highway No. 79;

THENCE South 56°44'15" West, with the North line of said 0.219 acres & U.S.
Highway No. 79 and the South line of said 102.92 acres, 5.81 feet to a ½" steel rod
w/cap set for the West corner of said 0.219 acres in the North line of said 6.38 acres
and U.S. Highway No. 79 and the South line of said 102.92 acres;

THENCE South 81°12'40" West, with the South line of said 102.92 acres and the
North line of said 6.38 acres and U.S. Highway No. 79, 55.29 feet to the PLACE
OF BEGINNING, and containing within these calls, 3.04 acres of land.

SECTION 3. The Mayor of the City of Jacksonville, is hereby authorized and directed to
cause notice of such public hearing to be published once in a newspaper having general circulation
in the city and in the above described territory not more than twenty days nor less than ten days
prior to the date of such public hearing, in accordance with the Municipal Annexation Act.

PASSED AND APPROVED this the 9th day of August, 2022.

Randy Gorham, Mayor

ATTEST:

Greg Lowe, City Secretary

ORDINANCE ANNEXING TERRITORY

AN ORDINANCE ANNEXING THE HEREINAFTER DESCRIBED TERRITORY TO THE CITY OF JACKSONVILLE, CHEROKEE COUNTY, TEXAS, AND EXTENDING THE BOUNDARY LIMITS OF SAID CITY SO AS TO INCLUDE SAID HEREINAFTER DESCRIBED PROPERTY WITHIN SAID CITY LIMITS, AND GRANTING TO ALL THE INHABITANTS OF SAID PROPERTY ALL THE RIGHTS AND PRIVILEGES OF OTHER CITIZENS AND BINDING SAID INHABITANTS BY ALL OF THE ACTS, ORDINANCES, RESOLUTIONS, AND REGULATIONS OF SAID CITY, AND ADOPTING A SERVICE PLAN.

WHEREAS, Chapter 43 of the Texas Local Government Code and/or Charter of the City of Jacksonville, Texas, an incorporated city, authorizes the annexation of territory, subject to the laws of this state.

WHEREAS, the procedures prescribed by the Texas Local Government Code and/or Charter of the City of Jacksonville, Texas, and the laws of this state have been duly followed with respect to the following described territory, to wit:

BEING 3.04 acres of land in BLOCK No. 27 OF THE JOSE PINEDA EAST FOUR LEAGUE GRANT, ABSTRACT No. 41, CHEROKEE COUNTY, TEXAS, and being a part of that Tract 2 called 102.92 acres S&E 0.559 acres from Bogey Streak, LLC to Harold & Maurine Rhodes, Co-Trustees, on December 12, 2013 and recorded in Volume 2200, Page 643 of the Official Records of Cherokee County, Texas (hereinafter shown as volume/page, OR, LR for Land Records, DR for Deed Records, PR for Plat Records): SAID tract described as follows: BEARINGS are based on the Texas Coordinate System of 1983, Texas Central Zone per GPS observations: All coordinates are U.S. Survey Feet, NAD83(2011) Epoch 2010.0000 per Trimble VRS Network Solutions: At the point of beginning, the angle of convergence is 02°38'16" and the combined scale factor is 1.000011: To get geodetic bearings, rotate the bearings recited herein, clockwise, by the angle of convergence: All distances are grid and to get surface distances, divide the distances recited herein by the combined scale factor: w/cap = a plastic cap marked Affiliated Surveyors: w/washer = a stainless steel washer marked Affiliated Surveyors: w/McCown cap = a plastic cap marked MCCOWN 4080 or McCown Surveying: w/Hearn cap = a plastic cap marked HEARN: SEE PLAT:

COMMENCING at a 1" iron bar found for the Southwest corner of said 102.92 acres and 79.34 acres, this day created (hereinafter shown as Tract One), the Northwest corner of that 6.38 acres from C.R. McClung et ux to Cherokee County, Texas on July 29, 1929 in 137/484, DR, the Southeast corner of that tract from T.B. & Elizabeth Pearsall to Priscilla Pearsall on July 29, 1983 in 881/322, LR, and in the North line of U.S. Highway No. 79, same having a state plane coordinate with a Northing of 10717408.626 feet and an Easting of 3883722.117 feet, from which an old concrete highway monument found is South 81°06'17" West, 32.63 feet;

THENCE with the South line Tract One and said 102.92 acres and the North line of said 6.38 acres and U.S. Highway No. 79 as follows:

North 81°06'17" East, 220.17 feet to a concrete highway monument found;

South 08°04'23" East, 17.04 feet to a concrete highway monument found;

North 81°12'40" East, 295.30 feet to a ½" steel rod w/cap set for an "ELL" corner of Tract One and the Southwest corner of this tract for the PLACE OF BEGINNING, same having a state plane coordinate with a Northing of 10717470.921 feet and an Easting of 3884233.865 feet;

THENCE with interior lines of Tract One as follows:

North 00°41'16" West, 138.57 feet to a ½" steel rod w/cap set;

North 06°30'27" West, 57.41 feet to a ½" steel rod w/cap set;

North 09°34'56" West, 64.58 feet to a ½" steel rod w/cap set;

North 06°59'36" West, 48.97 feet to a ½" steel rod w/cap set;

North 04°12'18" West, 54.76 feet to a ½" steel rod w/cap set;

North 01°29'03" West, 96.41 feet to a ½" steel rod w/cap set;

North 06°12'56" West, 322.81 feet to a ½" steel rod w/cap set;

North 04°24'28" West, 296.68 feet to a 60d nail w/washer set in asphalt;

North 03°46'27" West, 245.18 feet to a ½" steel rod w/cap set;

North 05°52'44" West, 243.76 feet to a ½" steel rod w/cap set;

North 85°46'16" East, 70.86 feet to a ½" steel rod w/cap set;

South 82°28'21" East, 4.17 feet to a ½" steel rod w/cap set;

South 60°21'51" East, 8.21 feet to a ½" steel rod w/cap set;

North 29°46'35" East, 49.10 feet to a ½" steel rod w/cap set;

South 62°27'36" East, 28.17 feet to a ½" steel rod w/cap set;

North 28°18'32" East, 24.57 feet to a ½" steel rod w/cap set;

North 83°11'12" East, 32.22 feet to a ½" steel rod w/cap set;

South 70°45'23" East, 42.57 feet to a ½" steel rod w/cap set;

South 29°51'43" East, 64.48 feet to a ½" steel rod w/cap set;

South 06°52'25" East, 63.47 feet to a ½" steel rod w/cap set;

South 01°36'59" West, 106.15 feet to a ½" steel rod w/cap set;

South 44°32'15" West, 67.52 feet to a ½" steel rod w/cap set;

South 79°46'09" West, 131.22 feet to a ½" steel rod w/cap set;

South 13°24'47" East, 240.00 feet to a 60d nail set at the tip of a "V" cut in concrete;

South 79°11'25" West, 57.27 feet to a ½" steel rod w/cap set;

South 11°53'46" East, 88.46 feet to a ½" steel rod w/cap set;

South 06°10'05" East, 517.77 feet to a ½" steel rod w/cap set;

South 01°30'27" East, 99.67 feet to a ½" steel rod w/cap set;

South 04°11'10" East, 51.89 feet to a ½" steel rod w/cap set;

South 07°02'38" East, 45.51 feet to a ½" steel rod w/cap set;

South 09°43'19" East, 63.89 feet to a ½" steel rod w/cap set;

South 06°42'31" East, 57.29 feet to a ½" steel rod w/cap set;

South 04°57'26" East, 134.79 feet to a ½" steel rod w/cap set in the South line of said 102.92 acres and the North line of that 0.219 acres from Cherokee

Country Club of Jacksonville to State of Texas on September 21, 1967 in 589/695, DR and the North line of U.S. Highway No. 79;

THENCE South 56°44'15" West, with the North line of said 0.219 acres & U.S. Highway No. 79 and the South line of said 102.92 acres, 5.81 feet to a ½" steel rod w/cap set for the West corner of said 0.219 acres in the North line of said 6.38 acres and U.S. Highway No. 79 and the South line of said 102.92 acres;

THENCE South 81°12'40" West, with the South line of said 102.92 acres and the North line of said 6.38 acres and U.S. Highway No. 79, 55.29 feet to the PLACE OF BEGINNING, and containing within these calls, 3.04 acres of land.

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

1. That the heretofore described property is hereby annexed to the City of Jacksonville, Cherokee County, Texas, and that the boundary limits of the City of Jacksonville be and the same are hereby extended to include the above described territory within the city limits of the City of Jacksonville, and the same shall hereafter be included within the territorial limits of said city, and the inhabitants thereof shall hereafter be entitled to all the rights and privileges of other citizens of the City of Jacksonville and they shall be bound by the acts, ordinances, resolutions, and regulations of said city.
2. A service plan for the area is hereby adopted and attached as Exhibit "A".

The City Secretary is hereby directed to file with the County Clerk of Cherokee County, Texas, a certified copy of this ordinance.

PASSED by an affirmative vote of the requisite number of members of the City Council this the _____ day of _____, 2022.

APPROVED:

Randy Gorham, Mayor

ATTEST:

Greg Lowe, City Secretary

APPROVED AS TO FORM:

D. Brett Brewer, City Attorney

At the Point of Beginning (POB)
Tract One
Angle of Convergence: 02°36'13"
Combined Scale Factor: 1.000011

Tract Two
Angle of Convergence: 02°36'18"
Combined Scale Factor: 1.000011

Tract Three
Angle of Convergence: 02°36'24"
Combined Scale Factor: 1.000012

Tract Four
Angle of Convergence: 02°36'13"
Combined Scale Factor: 1.000012

Tract Four 1.52 Acres Surveyed

"North Side"

Tract Three 21.38 Acres Surveyed

Block No. 27 Jose Pineda East Four League Grant Abstract No. 41 City of Jacksonville, Cherokee County, Texas

Tract Two 3.04 Acres Surveyed

Tract One 78.74 Acres Surveyed

LINE	BEARING	DISTANCE
1	N 86°51'17" E	35.30
2	S 86°51'17" E	58.24
3	S 60°04'54" E	40.98
4	S 86°35'53" E	99.01
5	N 78°49'57" E	99.98
6	N 75°04'53" E	99.98
7	N 72°16'51" E	99.93
8	N 74°43'08" E	99.90
9	N 75°32'25" E	30.77
10	S 02°36'22" E	23.21
11	S 75°29'56" W	121.65
12	S 80°04'00" W	125.60
13	S 80°27'00" W	53.91
14	S 47°19'15" W	50.72
15	S 17°08'14" W	80.22
16	N 02°21'13" W	44.66
17	N 00°41'16" W	136.57
18	N 05°30'57" W	51.41
19	N 09°34'56" W	64.58
20	N 09°59'50" W	48.97
21	N 04°12'18" W	54.76
22	N 01°29'53" W	96.41
23	N 89°48'18" E	70.86
24	S 85°28'11" E	6.17
25	S 65°41'51" E	6.21
26	N 29°46'35" E	49.10
27	S 62°27'58" E	28.17
28	N 28°18'52" E	24.57
29	N 81°11'19" E	32.22
30	S 70°45'23" E	42.57
31	S 29°51'45" E	45.48
32	S 08°52'25" E	63.47
33	S 01°36'59" W	106.15
34	S 44°39'15" W	81.52
35	S 79°46'09" W	131.22
36	S 78°11'25" W	51.07
37	S 11°53'46" E	88.46
38	S 01°30'23" E	29.67
39	S 04°11'10" E	51.89
40	S 07°02'38" E	45.51
41	S 09°43'19" E	63.89
42	S 08°42'31" E	57.29
43	S 09°25'24" E	134.79
44	S 58°44'15" W	5.81
45	S 81°12'40" W	55.29
46	N 02°59'47" W	38.93
47	N 60°15'15" W	121.71
48	S 25°27'05" W	41.37
49	S 77°24'00" W	45.80
50	S 02°19'59" E	45.81
51	S 27°00'53" W	41.06
52	S 02°21'49" W	91.96
53	S 01°51'25" E	40.13
54	S 01°19'51" E	58.46
55	S 82°35'00" W	110.98
56	S 81°21'25" W	101.97
57	N 75°44'41" W	105.85
58	S 80°57'55" W	100.22
59	N 24°44'15" W	102.20
60	N 08°04'23" W	17.04
61	S 81°23'50" W	89.09
62	S 81°18'04" E	100.63
63	S 81°06'17" W	32.63
64	S 10°38'12" E	42.91

Block No. 26 Jose Pineda East Four League Grant Abstract No. 41 City of Jacksonville, Cherokee County, Texas

Tr. 1, 26 Ac.
T.B. & Elizabeth Pearson
July 29, 1983
881/231

T.B. & Elizabeth Pearson
Principals Surveyors
July 29, 1983
881/322

P L A T

SHOWING A BOUNDARY SURVEY AND DIVISION OF 103.16 ACRES OF LAND IN BLOCK NO. 21 OF THE JOSE PINEDA EAST FOUR LEAGUE GRANT, ABSTRACT NO. 41, CHEROKEE COUNTY, TEXAS, AND BEING ALL OF THAT TRACT 2 CALLED 102.92 ACRES S&E 0.559 ACRES FROM BLOCK 21, CHEROKEE COUNTY, TEXAS, TO HAROLD RHODES & MAURINE RHODES, CO-TRUSTEES OF THE JOSE PINEDA EAST FOUR LEAGUE GRANT, ABSTRACT NO. 41, CHEROKEE COUNTY, TEXAS, AND BEING THAT PART OF SAID 22 ACRES WITHIN COUNTY ROAD NO. 4209 & 4211.

For: Jacksonville Economic Development Corporation (JEDCO)

Scale: 1" = 100'

Job No. 12-2021-179

Field Book: 180/213 & 180/221

NOTES: Surveyor did not abstract tracts for easements or encroachments. Bearings are based on the Texas Coordinate System of 1983, Texas Central Zone per GPS observations. All conditions of the survey are shown. Note the creek locations. Contour paths, prenas, tree boxes, and underground utilities were not located at the request of JEDCO. There are buried utilities along the right-of-way of U.S. Highway No. 79 and possibly along the margins of County Road No. 4209 & 4211. This division is not subject to the Cherokee County, Texas Subdivision Ordinance under exceptions to the plat in said Ordinance. See Written Descriptions.

I, Kristopher Morgan do hereby state that this plat represents a boundary survey made on the ground for Jacksonville Economic Development Corporation and that in accordance with the information and the instructions furnished me, some correctly, represents the facts as found at the time of the survey. I, the undersigned, do not undertake any other purpose or for other parties shall be at their risk and the undersigned is not responsible for any loss resulting therefrom. THIS PLAT IS NOT SIGNED IN PALE BLUE INK AND THE SEAL PRESENT IN OMPED FORM, IT SHOULD BE CONSIDERED AN UNLICENSED COPY AND PRESENT TO CONTAIN ALTERED OR UNAUTHORIZED MATERIAL.

Kristopher Morgan
Registered Professional Land Surveyor No. 5655
December 14, 2021
Plat revised on January 14, 2021 to show new configuration and acreage for Tract One and Tract Three. See descriptions of same prepared at even date.

PETITION REQUESTING ANNEXATION BY AREA LANDOWNERS

TO THE MAYOR OF THE GOVERNING BODY OF JACKSONVILLE, TEXAS:

The undersigned, acting in the capacity stated on behalf of the City of Jacksonville, Texas, owner of the hereinafter described tract of land, which is without residents, or on which fewer than three qualified voters reside, hereby waives the requirement to be offered a development agreement pursuant to Section 43.016 of the Texas Local Government Code if otherwise applicable, and petitions your honorable Body to extend the present city limits so as to include as a part of the City of Jacksonville, Texas, the following described territory, to wit:

BEING 3.04 acres of land in BLOCK No. 27 OF THE JOSE PINEDA EAST FOUR LEAGUE GRANT, ABSTRACT No. 41, CHEROKEE COUNTY, TEXAS, and being a part of that Tract 2 called 102.92 acres S&E 0.559 acres from Bogey Streak, LLC to Harold & Maurine Rhodes, Co-Trustees, on December 12, 2013 and recorded in Volume 2200, Page 643 of the Official Records of Cherokee County, Texas (hereinafter shown as volume/page, OR, LR for Land Records, DR for Deed Records, PR for Plat Records): SAID tract described as follows: BEARINGS are based on the Texas Coordinate System of 1983, Texas Central Zone per GPS observations: All coordinates are U.S. Survey Feet, NAD83(2011) Epoch 2010.0000 per Trimble VRS Network Solutions: At the point of beginning, the angle of convergence is 02°38'16" and the combined scale factor is 1.000011: To get geodetic bearings, rotate the bearings recited herein, clockwise, by the angle of convergence: All distances are grid and to get surface distances, divide the distances recited herein by the combined scale factor: w/cap = a plastic cap marked Affiliated Surveyors: w/washer = a stainless steel washer marked Affiliated Surveyors: w/McCown cap = a plastic cap marked MCCOWN 4080 or McCown Surveying: w/Hearn cap = a plastic cap marked HEARN: SEE PLAT:

COMMENCING at a 1" iron bar found for the Southwest corner of said 102.92 acres and 79.34 acres, this day created (hereinafter shown as Tract One), the Northwest corner of that 6.38 acres from C.R. McClung et ux to Cherokee County, Texas on July 29, 1929 in 137/484, DR, the Southeast corner of that tract from T.B. & Elizabeth Pearsall to Priscilla Pearsall on July 29, 1983 in 881/322, LR, and in the North line of U.S. Highway No. 79, same having a state plane coordinate with a Northing of 10717408.626 feet and an Easting of 3883722.117 feet, from which an old concrete highway monument found is South 81°06'17" West, 32.63 feet;

THENCE with the South line Tract One and said 102.92 acres and the North line of said 6.38 acres and U.S. Highway No. 79 as follows:

North 81°06'17" East, 220.17 feet to a concrete highway monument found;
South 08°04'23" East, 17.04 feet to a concrete highway monument found;
North 81°12'40" East, 295.30 feet to a ½" steel rod w/cap set for an "ELL" corner of Tract One and the Southwest corner of this tract for the PLACE OF BEGINNING, same having a state plane coordinate with a Northing of 10717470.921 feet and an Easting of 3884233.865 feet;

THENCE with interior lines of Tract One as follows:

North 00°41'16" West, 138.57 feet to a ½" steel rod w/cap set;
North 06°30'27" West, 57.41 feet to a ½" steel rod w/cap set;
North 09°34'56" West, 64.58 feet to a ½" steel rod w/cap set;
North 06°59'36" West, 48.97 feet to a ½" steel rod w/cap set;
North 04°12'18" West, 54.76 feet to a ½" steel rod w/cap set;
North 01°29'03" West, 96.41 feet to a ½" steel rod w/cap set;
North 06°12'56" West, 322.81 feet to a ½" steel rod w/cap set;
North 04°24'28" West, 296.68 feet to a 60d nail w/washer set in asphalt;
North 03°46'27" West, 245.18 feet to a ½" steel rod w/cap set;
North 05°52'44" West, 243.76 feet to a ½" steel rod w/cap set;
North 85°46'16" East, 70.86 feet to a ½" steel rod w/cap set;
South 82°28'21" East, 4.17 feet to a ½" steel rod w/cap set;
South 60°21'51" East, 8.21 feet to a ½" steel rod w/cap set;
North 29°46'35" East, 49.10 feet to a ½" steel rod w/cap set;
South 62°27'36" East, 28.17 feet to a ½" steel rod w/cap set;
North 28°18'32" East, 24.57 feet to a ½" steel rod w/cap set;
North 83°11'12" East, 32.22 feet to a ½" steel rod w/cap set;
South 70°45'23" East, 42.57 feet to a ½" steel rod w/cap set;
South 29°51'43" East, 64.48 feet to a ½" steel rod w/cap set;
South 06°52'25" East, 63.47 feet to a ½" steel rod w/cap set;
South 01°36'59" West, 106.15 feet to a ½" steel rod w/cap set;
South 44°32'15" West, 67.52 feet to a ½" steel rod w/cap set;
South 79°46'09" West, 131.22 feet to a ½" steel rod w/cap set;
South 13°24'47" East, 240.00 feet to a 60d nail set at the tip of a "V" cut

in concrete;

South 79°11'25" West, 57.27 feet to a ½" steel rod w/cap set;
South 11°53'46" East, 88.46 feet to a ½" steel rod w/cap set;
South 06°10'05" East, 517.77 feet to a ½" steel rod w/cap set;
South 01°30'27" East, 99.67 feet to a ½" steel rod w/cap set;
South 04°11'10" East, 51.89 feet to a ½" steel rod w/cap set;
South 07°02'38" East, 45.51 feet to a ½" steel rod w/cap set;
South 09°43'19" East, 63.89 feet to a ½" steel rod w/cap set;
South 06°42'31" East, 57.29 feet to a ½" steel rod w/cap set;
South 04°57'26" East, 134.79 feet to a ½" steel rod w/cap set in the South

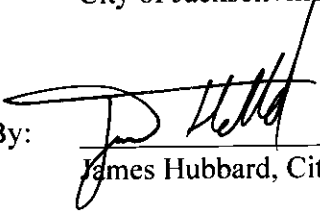
line of said 102.92 acres and the North line of that 0.219 acres from Cherokee Country Club of Jacksonville to State of Texas on September 21, 1967 in 589/695, DR and the North line of U.S. Highway No. 79;

THENCE South 56°44'15" West, with the North line of said 0.219 acres & U.S. Highway No. 79 and the South line of said 102.92 acres, 5.81 feet to a ½" steel rod w/cap set for the West corner of said 0.219 acres in the North line of said 6.38 acres and U.S. Highway No. 79 and the South line of said 102.92 acres;

THENCE South 81°12'40" West, with the South line of said 102.92 acres and the North line of said 6.38 acres and U.S. Highway No. 79, 55.29 feet to the PLACE OF BEGINNING, and containing within these calls, 3.04 acres of land.

I certify that the above described tract of land is contiguous and adjacent to the City of Jacksonville, Texas, is not more than one-half mile in width, and that this petition is signed and duly acknowledged by each and every person having an interest in said land.

Attached hereto as Exhibit "A" is an affidavit certifying that the petition is signed by all owners of the subject property.

City of Jacksonville
By: 
James Hubbard, City Manager

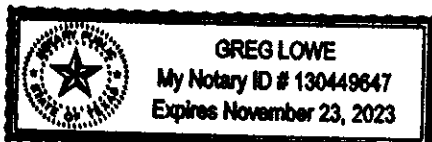
(Acknowledgment)

THE STATE OF TEXAS
COUNTY OF CHEROKEE

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BEFORE ME, the undersigned authority, on this day personally appeared James Hubbard, in his capacity as City Manager of 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 executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, this 29th day of July, 2022.



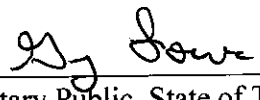

Notary Public, State of Texas

Exhibit "A"

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

**AFFIDAVIT OF OWNER REQUESTING
ANNEXATION BY THE CITY OF JACKSONVILLE**

THE STATE OF TEXAS

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COUNTY OF CHEROKEE

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Before me, the undersigned authority, a Notary Public in and for the State of Texas on this day personally appeared James Hubbard, City Manager of the City of Jacksonville, known to me to be a credible person above the age of eighteen years, having never been convicted of a felony, of sound mind, who, upon being duly sworn did upon oath depose and say as follows:

"The City of Jacksonville is filing a petition requesting annexation by area landowners and is the only owner of the following described real property, to-wit:

BEING 3.04 acres of land in BLOCK No. 27 OF THE JOSE PINEDA EAST FOUR LEAGUE GRANT, ABSTRACT No. 41, CHEROKEE COUNTY, TEXAS, and being a part of that Tract 2 called 102.92 acres S&E 0.559 acres from Bogey Streak, LLC to Harold & Maurine Rhodes, Co-Trustees, on December 12, 2013 and recorded in Volume 2200, Page 643 of the Official Records of Cherokee County, Texas (hereinafter shown as volume/page, OR, LR for Land Records, DR for Deed Records, PR for Plat Records): SAID tract described as follows: BEARINGS are based on the Texas Coordinate System of 1983, Texas Central Zone per GPS observations: All coordinates are U.S. Survey Feet, NAD83(2011) Epoch 2010.0000 per Trimble VRS Network Solutions: At the point of beginning, the angle of convergence is 02°38'16" and the combined scale factor is 1.000011: To get geodetic bearings, rotate the bearings recited herein, clockwise, by the angle of convergence: All distances are grid and to get surface distances, divide the distances recited herein by the combined scale factor: w/cap = a plastic cap marked Affiliated Surveyors: w/washer = a stainless steel washer marked Affiliated Surveyors: w/McCown cap = a plastic cap marked MCCOWN 4080 or McCown Surveying: w/Hearn cap = a plastic cap marked HEARN: SEE PLAT:

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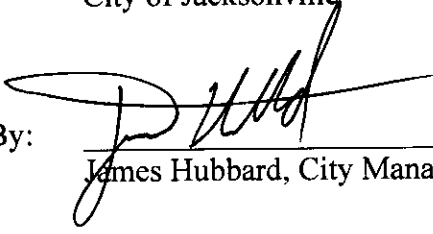
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"The above referenced Petition Requesting Annexation by area landowner into the City of Jacksonville is signed by property owner of said property either as designated by the City Council or as described in said Petition."

Further deponent sayeth not.

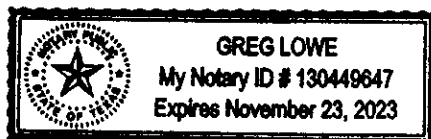
City of Jacksonville

By:


James Hubbard, City Manager

(Jurat)

SUBSCRIBED AND SWORN TO BEFORE ME on this 29th day of July, 2022, by James Hubbard, City Manager, City of Jacksonville.




Notary Public, State of Texas

(Acknowledgment)

THE STATE OF TEXAS

§

§

COUNTY OF CHEROKEE

§

BEFORE ME, the undersigned authority, on this day personally appeared James Hubbard, in his capacity as City Manager of the City of Jacksonville, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, this ____ day of _____, 2022.

Notary Public, State of Texas



Jacksonville City Council

AGENDA ITEM REPORT

AGENDA DATE:	8/9/2022	ITEM NUMBER:	22.
DEPARTMENT:	Administration	PREPARED BY:	ReNissa Wade, Assistant City Manager
INITIATED BY:	ReNissa Wade, Assistant City Manager	EXHIBITS:	Stacking Bills annexation Resolution, Annexation Plat Stacking Bills

EXECUTIVE SUMMARY:

Request that the City Council consider annexation of .051 acres owned by Barry Robinson (Stackin Bills) located in block 26 of the Jose Pineda East Four League Grant Abstract No. 41.

The Jacksonville City Council approved the annexation of 2349 E. Rusk. The annexation did not include a sliver of land,.051 acres located in Block 26 of the Jose Pineda East Four League Grant Abstract No. 41, needed to make the property contiguous to the City of Jacksonville's city limits.

The owner of the property, Barry Robinson (Stakin Bills), has agreed to petition for voluntary annexation of the aforementioned property. A petition for voluntary annexation has been filed with the City by the owner. The applicant is requesting that the property be annexed and become part of the City pursuant to Section 43.0671 of the Texas Local Government Code.

Pursuant to Section 43.0672 of the Texas Local Government Code, the City must first negotiate and enter into a written agreement with the owner, of which said agreement must include a list of each service the municipality will provide on the effective date of the annexation and a schedule that includes the period within which the municipality will provide each service that is not provided on the effective date of the annexation.

Pursuant to Section 43.0673 of the Texas Local Government Code, the City is required to hold one public hearing before it may initiate annexation proceedings for the property.

The territory hereinafter annexed into the City shall be classified under the "O" – Agricultural-Open Space District

RECOMMENDED ACTION:

It is recommended that the City Council hold a public hearing, approve the annexation of the .051 acres owned by Barry Robnison (Stackin Bills) located in block 26 of the Jose Pineda East Four League Grant Abstract No. 41 and authorize City services to the newly annexed area.

BID AND AWARD:

BUDGET DATA:

BUDGET JUSTIFICATION:

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

STACKIN' BILLS

RESOLUTION INTRODUCING ORDINANCE
AND SETTING PUBLIC HEARINGS ON A PROPOSED ANNEXATION

RESOLUTION NO. _____

A RESOLUTION INTRODUCING PROPOSED ORDINANCE ANNEXING TERRITORY AND SETTING A DATE, TIME, AND PLACE FOR A PUBLIC HEARING ON THE PROPOSED ANNEXATION OF CERTAIN PROPERTY BY THE CITY OF JACKSONVILLE, TEXAS, AND AUTHORIZING AND DIRECTING THE MAYOR TO PUBLISH NOTICE OF SUCH PUBLIC HEARING AND SUCH PROPOSED ORDINANCE.

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

SECTION 1. The City Council hereby introduces that certain proposed Ordinance Annexing Territory in the form attached as Exhibit "A" attached hereto and made a part hereof for all purposes. Such proposal shall be published once in a newspaper of general circulation published in the City at least 30 days before said ordinance may be acted upon, in accordance with the Jacksonville City Charter.

SECTION 2: On the 13th day of September, 2022, at 6:00 PM in the City Council Chamber of the City Hall of the City of Jacksonville, Texas, the City Council will hold a public hearing giving all interested persons the right to appear and be heard on the proposed annexation by the City of Jacksonville, Texas of the following described property, to-wit:

BEING 0.051 acres in Block 26 of the Jose Pineda East Four League Grant Abstract No.41, Cherokee County Texas, being part of that called 6.87 Acres from Larry Murdock and Mary Ellen Murdock to Stackin Bills LLC. recorded on December 29, 2016 in Volume 2358 Page 427, of the Official Records of Cherokee County, Texas made on the ground for The City of Jacksonville during the month of December 2021. Bearings are based on Grid, Texas State Plane Coordinate System, Texas Central Zone 4203, North American Datum of 1983., Note: w/cap = a plastic cap marked MATABO SURVEYING, SEE PLAT:

BEGINNING AT A ½" STEEL ROD MARKED (CHANEY 4057), FOUND FOR THE SOUTHWEST CORNER OF THE DOLLAR GENERAL ADDITION NO. 2 AS RECORDED IN PLAT CABINET C, SLIDE 258 OF THE PLAT RECORDS OF CHEROKEE COUNTY TEXAS,

THENCE NORTH 81°21'57" EAST, 10.07 FEET TO A POINT IN THE SOUTH LINE OF SAID ADDITION, FROM WHICH A ½" STEEL ROD (CHANEY 4057) FOUND FOR THE SOUTHEAST CORNER OF SAID ADDITION IS NORTH 81°21'57" EAST 230.93 FEET;

THENCE SOUTH 01°49'06" EAST, 228.79 FEET TO A POINT IN THE SOUTH LINE OF SAID 6.87 ACRES ALSO BEING IN THE NORTH LINE OF THE LARRY MURDOCK ADDITION SECTION 2 AS RECORDED IN VOLUME 1866, PAGE 816 OF THE OFFICIAL RECORDS OF CHEROKEE COUNTY TEXAS, FROM WHICH A ½" STEEL ROD (BERRY) FOUND FOR THE SOUTHEAST CORNER OF SAID 6.87 ACRES IS NORTH 86°34'42" EAST 518.70 FEET;

THENCE SOUTH 86°34'42" WEST, 10.00 FEET TO A ½" STEEL ROD FOUND FOR THE SOUTHWEST CORNER OF SAID 6.87 ACRES AND THE NORTHWEST CORNER OF SAID LARRY MURDOCK ADDITION;

THENCE NORTH 01°49'06" WEST, 227.88 FEET TO THE POINT OF BEGINNING CONTAINING WITHIN THESE CALLS 0.051 ACRES OF LAND. If this document is not signed in pale blue ink and the seal present it is not a licensed copy and may contain altered or forged information.

SECTION 3. The Mayor of the City of Jacksonville, is hereby authorized and directed to cause notice of such public hearing to be published once in a newspaper having general circulation in the city and in the above described territory not more than twenty days nor less than ten days prior to the date of such public hearing, in accordance with the Municipal Annexation Act.

PASSED AND APPROVED this the 9th day of August, 2022.

Randy Gorham, Mayor

ATTEST:

Greg Lowe, City Secretary

EXHIBIT "A"

ORDINANCE ANNEXING TERRITORY

AN ORDINANCE ANNEXING THE HEREINAFTER DESCRIBED TERRITORY TO THE CITY OF JACKSONVILLE, CHEROKEE COUNTY, TEXAS, AND EXTENDING THE BOUNDARY LIMITS OF SAID CITY SO AS TO INCLUDE SAID HEREINAFTER DESCRIBED PROPERTY WITHIN SAID CITY LIMITS, AND GRANTING TO ALL THE INHABITANTS OF SAID PROPERTY ALL THE RIGHTS AND PRIVILEGES OF OTHER CITIZENS AND BINDING SAID INHABITANTS BY ALL OF THE ACTS, ORDINANCES, RESOLUTIONS, AND REGULATIONS OF SAID CITY, AND ADOPTING A SERVICE PLAN.

WHEREAS, Chapter 43 of the Texas Local Government Code and/or Charter of the City of Jacksonville, Texas, an incorporated city, authorizes the annexation of territory, subject to the laws of this state.

WHEREAS, the procedures prescribed by the Texas Local Government Code and/or Charter of the City of Jacksonville, Texas, and the laws of this state have been duly followed with respect to the following described territory, to wit:

BEING 0.051 acres in Block 26 of the Jose Pineda East Four League Grant Abstract No.41, Cherokee County Texas, being part of that called 6.87 Acres from Larry Murdock and Mary Ellen Murdock to Stackin Bills LLC. recorded on December 29, 2016 in Volume 2358 Page 427, of the Official Records of Cherokee County, Texas made on the ground for The City of Jacksonville during the month of December 2021. Bearings are based on Grid, Texas State Plane Coordinate System, Texas Central Zone 4203, North American Datum of 1983., Note: w/cap = a plastic cap marked MATABO SURVEYING, SEE PLAT:

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THENCE NORTH 01°49'06" WEST, 227.88 FEET TO THE POINT OF BEGINNING CONTAINING WITHIN THESE CALLS 0.051 ACRES OF LAND. If this document is not signed in pale blue ink and the seal present it is not a licensed copy and may contain altered or forged information.

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

1. That the heretofore described property is hereby annexed to the City of Jacksonville, Cherokee County, Texas, and that the boundary limits of the City of Jacksonville be and the same are hereby extended to include the above described territory within the city limits of the City of Jacksonville, and the same shall hereafter be included within the territorial limits of said city, and the inhabitants thereof shall hereafter be entitled to all the rights and privileges of other citizens of the City of Jacksonville and they shall be bound by the acts, ordinances, resolutions, and regulations of said city.
2. A service plan for the area is hereby adopted and attached as Exhibit "A".

The City Secretary is hereby directed to file with the County Clerk of Cherokee County, Texas, a certified copy of this ordinance.

PASSED by an affirmative vote of the requisite number of members of the City Council this the _____ day of _____, 2022.

APPROVED:

Randy Gorham, Mayor

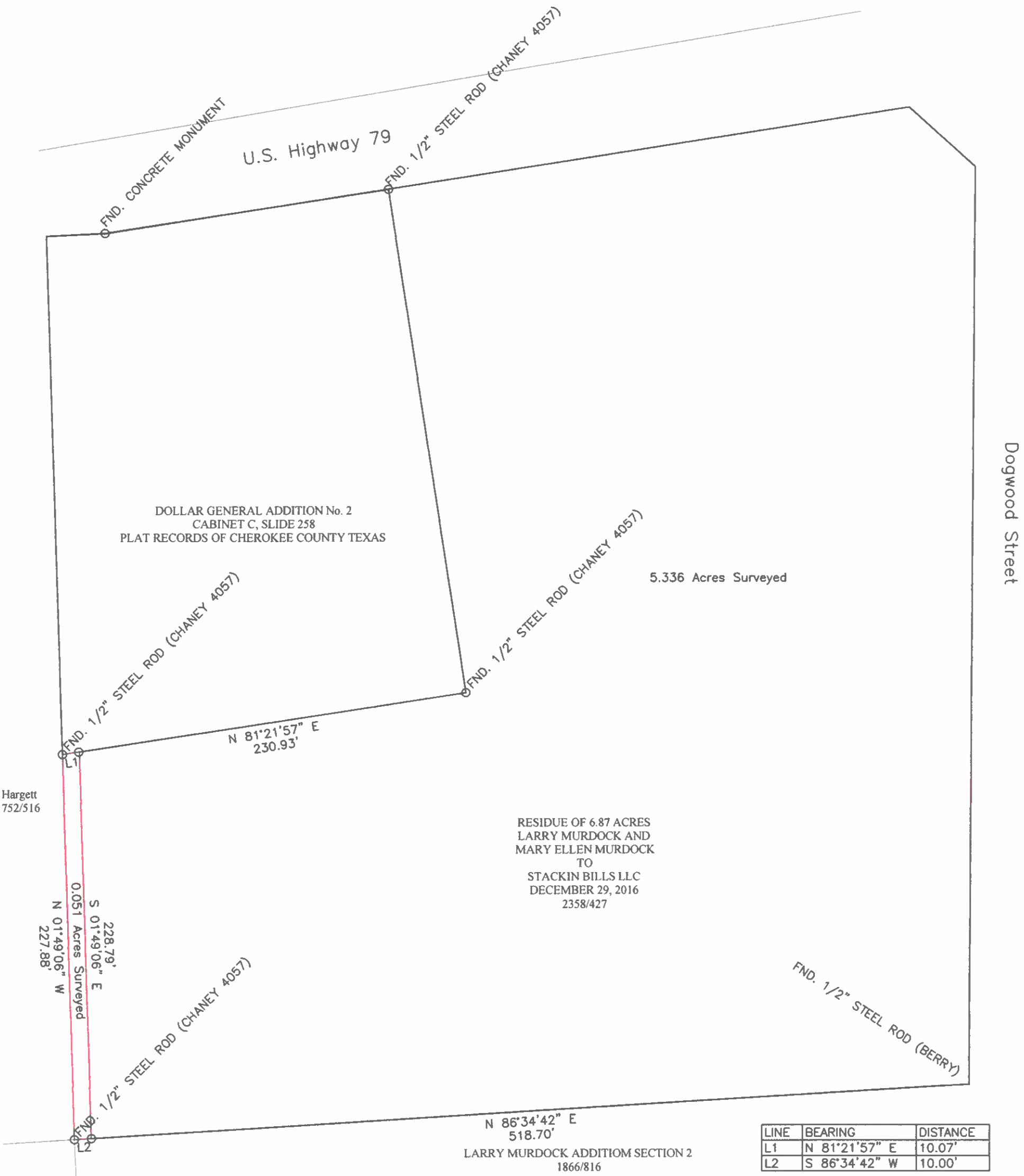
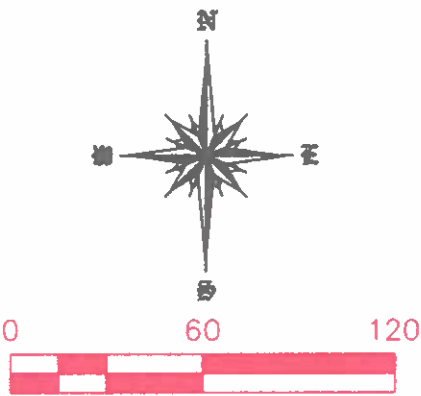
ATTEST:

Greg Lowe, City Secretary

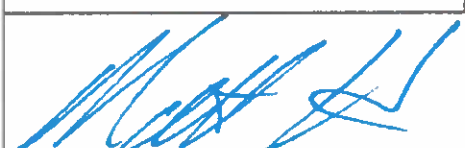
APPROVED AS TO FORM:

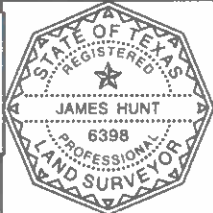
D. Brett Brewer, City Attorney

J. PINEDA EAST FOUR
LEAGUE GRANT
ABSTRACT 41
CHEROKEE COUNTY, TEXAS



I, Matthew Hunt do hereby state that this plat represents a survey of 0.051 acres in Block 26 of the Jose Pineda East Four League Grant Abstract No.41, Cherokee County Texas, being part of that called 6.87 Acres from Larry Murdock and Mary Ellen Murdock to Stackin Bills LLC. recorded on December 29, 2016 in Volume 2358 Page 427, of the Official Records of Cherokee County, Texas made on the ground for The City of Jacksonville during the month of December 2021, and that there are no visible protrusions, intrusions, conflicts, or visible and apparent easements except as shown hereon and that in accordance with the information and the instructions furnished me, same correctly represents the facts as they existed at the time of the survey. USE OF THIS SURVEY FOR ANY OTHER PURPOSE OR BY ANY OTHER PARTIES SHALL BE AT THEIR OWN RISK AND THE UNDERSIGNED IS NOT RESPONSIBLE FOR ANY LOSS THEREFROM. IF THIS PLAT IS NOT SIGNED IN PALE BLUE INK AND THE SEAL PRESENT, IT IS NOT A LICENSED COPY AND MAY CONTAIN ALTERED OR FORGED INFORMATION. Bearings are based on Grid, Texas State Plane Coordinate System, Texas Central Zone 4203, North American Datum of 1983. surveyor did not abstract tracts for ownership or easement, W/CAP = A PLASTIC CAP MARKED MATABO ; SEE DESCRIPTION


Matt Hunt
December 26, 2021
Registered Professional Land Surveyor No. 6398



Prepared By:
Matabo Surveying, Inc
P.O. BOX 396
New Summerfield, Texas 75780
Firm No. 10193882
Phone: (903) 617-9044
matt@matabosurveying.com



Jacksonville City Council

AGENDA ITEM REPORT

AGENDA DATE:	8/9/2022	ITEM NUMBER:	23.
DEPARTMENT:	Administration	PREPARED BY:	Shane Pace
INITIATED BY:	Shane Pace	EXHIBITS:	Resolution 7.26.22 (003) Introducing Ordinance annexation JEDCO prop. S. Loop 456, Ordinance 7.26.22 (005) Annexing golf course, JEDCO 69 Acres Annexation Plat, Signed Affidavit of Owner, Signed Petition

EXECUTIVE SUMMARY:

SUMMARY STATEMENT: A petition for voluntary annexation has been filed with the City by the owner of approximately 69 acres +/- of real property, generally located at the southeast corner of Loop 456 and US 69, contiguous to the City of Jacksonville. The applicant is requesting that the property be annexed and become part of the City pursuant to Section 43.0671 of the Texas Local Government Code.

Pursuant to Section 43.0672 of the Texas Local Government Code, the City must first negotiate and enter into a written agreement with the owner, of which said agreement must include a list of each service the municipality will provide on the effective date of the annexation and a schedule that includes the period within which the municipality will provide each service that is not provided on the effective date of the annexation.

Pursuant to Section 43.0673 of the Texas Local Government Code, the City is required to hold one public hearing before it may initiate annexation proceedings for the property. The City Council will hold a public hearing and consider adoption of the annexation ordinance on September 13, 2022 at 6:00pm in the City Hall Council Chambers.

The territory hereinafter annexed into the City shall be classified under the "O" – Agricultural-Open Space District.

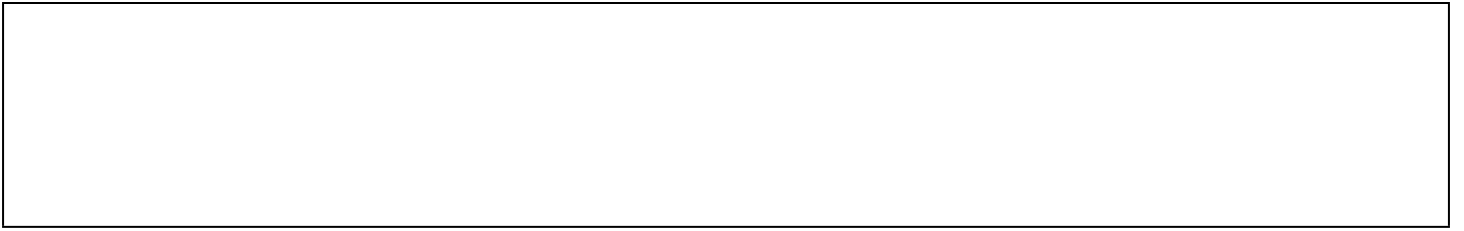
RECOMMENDED ACTION:

Approve the resolution

BID AND AWARD:

BUDGET DATA:

BUDGET JUSTIFICATION:



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

Section 43.0671 of the Texas Local Government Code

RESOLUTION INTRODUCING ORDINANCE
AND SETTING PUBLIC HEARINGS ON A PROPOSED ANNEXATION

RESOLUTION NO. _____

A RESOLUTION INTRODUCING PROPOSED ORDINANCE ANNEXING TERRITORY AND SETTING A DATE, TIME, AND PLACE FOR A PUBLIC HEARING ON THE PROPOSED ANNEXATION OF CERTAIN PROPERTY BY THE CITY OF JACKSONVILLE, TEXAS, AND AUTHORIZING AND DIRECTING THE MAYOR TO PUBLISH NOTICE OF SUCH PUBLIC HEARING AND SUCH PROPOSED ORDINANCE.

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

SECTION 1. The City Council hereby introduces that certain proposed Ordinance Annexing Territory in the form attached as Exhibit "A" attached hereto and made a part hereof for all purposes. Such proposal shall be published once in a newspaper of general circulation published in the City at least 30 days before said ordinance may be acted upon, in accordance with the Jacksonville City Charter.

SECTION 2: On the 13th day of September, 2022, at 6:00 PM in the City Council Chamber of the City Hall of the City of Jacksonville, Texas, the City Council will hold a public hearing giving all interested persons the right to appear and be heard on the proposed annexation by the City of Jacksonville, Texas of the following described property, to-wit:

BEING 69.04 acres of land in BLOCK No. 17 OF THE JOSE PINEDA EAST FOUR LEAGUE GRANT, ABSTRACT No. 41 , CHEROKEE COUNTY, TEXAS, and being that Tract 2 called 73.4 acres from Stephan Lewis to Lewis & Company Jacksonville Properties, LLC on March 21, 2009 and recorded in Volume 1969, Page 466 of the Official Records of Cherokee County, Texas (hereinafter shown as volume/page, OR, DR for Deed Records, LR for Land Records), with said 73.4 acres being a part of that Tract 1 called 44.5 acres and Tract 2 called 186 acres from John Goodson et ux to W.A. Lewis on August 22, 1919 in 84/465, DR, said 73.4 acres also being a part of that 31.1 acres from Annie House to Will Lewis on February 22, 1945 in 274/229, DR, and said 73.4 acres also being a part of that tract from J. C. Ross et ux to W.A. Lewis et ux on August 20, 1947 in 304/219, DR: SAID tract described as follows: BEARINGS are based on the Texas Coordinate System of 1983, Texas Central Zone per GPS observations: All coordinates are U.S. Survey Feet, NAD83(2011) Epoch 2010.0000 per static GPS data and an OPUS solution through the NGS website: At the point of beginning, the angle of convergence is 02°37'12" and the combined scale factor is 0.99999436, respectively: To get geodetic bearings, rotate the bearings recited herein, clockwise, by the angle of convergence: All distances are grid and to get surface distances, divide the distances recited herein by the combined scale factor: w/cap = a plastic cap marked Affiliated Surveyors: w/GES cap = a plastic cap marked GES 4703: w/Kirby cap = a plastic cap marked KIRBY, 4978: w/McCown cap = a plastic cap marked MCCOWN 4080: SEE PLAT:

BEGINNING at a concrete highway monument found for the West or Northwest corner of said 73.4 acre, the South corner of that Tract 11 called 13.706 acres from Mrs. Ada Lewis

to the State of Texas on December 8, 1969 in 615/283, DR, in the Northeast line of that First Strip called 3.51 acres from W. A Lewis et ux to The State of Texas on March 19, 1957 in 465/120, DR, and being at the intersection of the Southeast line of Loop No. 456 with the Northeast line of U.S. Highway No. 69 and having a state plane coordinate with a Northing of 10703331.089 feet and an Easting of 3874324.574 feet, from which a Geodetic Monument No. G-1290 found for reference is South 36°12'32" East, 9.17 feet;

THENCE with the Northwest line of said 73.4 acres and the Southeast line of said 13.706 acres and Loop No. 456 as follows:

North 40°33'32" East, 140.94 feet to a concrete highway monument found;

North 53°04'15" East, 200.00 feet to a concrete highway monument found;

North 44°04'27" East, crossing the East line of said 186 acres and the West line of said 31.1 acres, 708.36 feet to a concrete highway monument found;

North 52°54'28" East, 633.30 feet to a concrete highway monument found for the East corner of said 13.706 acres and the North corner of said 73.4 acres in the Northeast line of said 31.1 acres and the Southwest line of that 11.459 acres from M. D. Thompson et ux to The Texas & New Orleans Railroad on May 21, 1902 in 25/484, DR, same being in a curve to the right;

THENCE with the Northeast line of said 73.4 & said 31.1 acres, and the Southwest line of said 11.459 acres and said railroad as follows:

Southeasterly along said curve to the right having a radius of 2838.89 feet, an arc length of 210.57 feet, a delta of 04°14'59", and a long chord of South 46°31'25" East, 210.52 feet to a 1/2" steel rod w/cap set for the end of said curve, from which a 3/8" steel rod found for the end of said curve in the Northeast line of said 11.459 acres and a corner of that 4.018 acres described in Resolution 1-2017-02 by the City of Jacksonville on January 10, 2017 in 2361/53, OR, is North 45°13'30" East, 200.27 feet;

South 44°46'30" East, 527.50 feet to a 1/2" steel rod w/cap set;

North 44°48'11" East, 50.00 feet to a boat spike found, from which a 3/8" steel rod found for another corner of said 11.459 acres and said 4.018 acres in the Northeast line of said 11.459 acres is North 46°29'13" East, 103.61 feet;

South 44°40'34" East, 359.25 feet to a 1/2 steel rod w/cap set for the Southeast corner of said 11.459 acres, the Southwest corner of that 0.549 acres from W. H. Haws to The Texas & New Orleans Railroad on June 25, 1902 in 25/546, DR, same being the Northeast corner of said 73.4 & said 31.1 acres and in the West line of the residue of that 119.1 acres from John & Raymond Haws to Miss Octie Haws on November 24, 1945 in 282/480, DR, from which a 3/8" steel rod found for the Northeast corner of said 11.459 acres, the Northwest corner of said 0.549 acres and the Southeast corner of said 4.018 acres is North 04°26'36" West, 157.74 feet;

THENCE South 04°26'36" East, with the East line of said 73.4 & said 31.1 acres and the West line of said 119.1 acres, 101.86 feet to a 1/2" steel rod w/cap set for the Southeast corner of said 31.1 acres, an "ELL" corner of said 73.4 acres, and the Southwest corner of said 119.1 acres;

THENCE South 85°33'24" West, with an interior line of said 73.4 acres and the South line of said 31.1 acres, 72.30 feet to a 1/2" steel rod w/cap set for an "ELL" corner of said 73.4 acres and the Northeast corner of said 44.5 acres;

THENCE South 03°07'09" East, with the East line of said 73.4 & said 44.5 acres, at 55.75 feet pass a 3/8" steel rod w/McCown cap found for the Northwest corner of that 10.000

acres from Jonathan Whitehead to Jacksonville Iron & Metal, Inc. on April 1, 2010 in 2023/121, OR, at 823.15 feet pass a 3/8" steel rod w/McCown cap found for the Southwest corner of said 10.000 acres and the Northwest corner of that 2.000 acres from Paul Sayble Paveltich as Attorney-in-Fact for Berryman Pete Paveltich to Young-Hefcar Holdings, Inc. on March 21, 2007 in 1843/20, OR, continuing and passing the Southwest corner of said 2.000 acres and the Northwest corner of that 3.00 acres from S.A.Y. Plastics, Inc. to Young-Hefcar Holdings, Inc. on July 28, 2006 in 1802/266, OR, continuing in all 1126.07 feet to a 3/8" steel rod w/Kirby cap found for the Northeast corner of that 3.04 acres from Lewis & Company Jacksonville Properties, LLC to Say Plastics, Inc. on December 24, 2012 in 2150/171, OR;

THENCE with the North and West lines of said 3.04 acres as follows:

South 87°10'40" West, 599.88 feet to a 3/8" steel rod found for the Northwest corner of said 3.04 acres;

South 01°47'22" East, 219.79 feet to a 3/8" steel rod found for the Southwest corner of said 3.04 acres in the South line of said 73.4 & said 44.5 acres and the North line of that 1.21 acres from Serena Youngblood to Young-Hefcar Holdings, Inc. on February 15, 2013 in 2154/76, OR;

THENCE South 86°57'24" West, with the South line of said 73.4 & said 44.5 acres and the North line of said 1.21 acres, 108.19 feet to a 3/8" steel rod w/GES cap found for the Northwest corner of said 1.21 acres and the Northeast corner of that 0.246 acres from Ani Med, LLC to Say Plastics, Inc. on December 19, 2012 in 2150/174, OR;

THENCE South 87°10'09" West, with the South line of said 73.4 & said 44.5 acres, at 39.93 feet pass a 3/8" steel rod w/Kirby cap found for the Northwest corner of said 0.246 acres and the Northeast corner of that 3.16 acres from Ani Med, LLC to Alexander Property Management, LLC on November 17, 2015 in 2299/425, OR at 547.27 feet pass a 3/8" steel rod found on line for reference, continuing in all 547.64 feet to a 1/2" steel rod w/cap set for the Southwest corner of said 73.4 acres in the East line of U.S. Highway No. 69 and the Southeast corner of said 3.51 acres, from which a concrete highway monument found is South 37°00'03" East, 147.69 feet;

THENCE with the West line of said 73.4 acres and the East line of said 3.51 acres and U.S. Highway No. 69 as follows:

North 37°00'03" West, 571.07 feet to a broken concrete highway monument found;

North 17°54'33" West, 105.71 feet to a concrete highway monument found;

North 36°58'00" West, crossing the West line of said 44.5 acres and passing the South corner of said Ross to Lewis tract, passing the Northwest corner of said Ross to Lewis tract and crossing the South line of said 186 acres, continuing in all 723.56 feet to the PLACE OF BEGINNING, and containing within these calls, 69.04 acres of land.

SECTION 3. The Mayor of the City of Jacksonville, is hereby authorized and directed to cause notice of such public hearing to be published once in a newspaper having general circulation in the city and in the above described territory not more than twenty days nor less than ten days prior to the date of such public hearing, in accordance with the Municipal Annexation Act.

PASSED AND APPROVED this the 9th day of August, 2022.

Randy Gorham, Mayor

ATTEST:

Greg Lowe, City Secretary

ORDINANCE ANNEXING TERRITORY

AN ORDINANCE ANNEXING THE HEREINAFTER DESCRIBED TERRITORY TO THE CITY OF JACKSONVILLE, CHEROKEE COUNTY, TEXAS, AND EXTENDING THE BOUNDARY LIMITS OF SAID CITY SO AS TO INCLUDE SAID HEREINAFTER DESCRIBED PROPERTY WITHIN SAID CITY LIMITS, AND GRANTING TO ALL THE INHABITANTS OF SAID PROPERTY ALL THE RIGHTS AND PRIVILEGES OF OTHER CITIZENS AND BINDING SAID INHABITANTS BY ALL OF THE ACTS, ORDINANCES, RESOLUTIONS, AND REGULATIONS OF SAID CITY, AND ADOPTING A SERVICE PLAN.

WHEREAS, Chapter 43 of the Texas Local Government Code and/or Charter of the City of Jacksonville, Texas, an incorporated city, authorizes the annexation of territory, subject to the laws of this state.

WHEREAS, the procedures prescribed by the Texas Local Government Code and/or Charter of the City of Jacksonville, Texas, and the laws of this state have been duly followed with respect to the following described territory, to wit:

TRACT ONE: BEING 78.74 acres of land in BLOCK No. 27 OF THE JOSE PINEDA EAST FOUR LEAGUE GRANT, ABSTRACT No. 41, CHEROKEE COUNTY, TEXAS, and being a part of that Tract 2 called 102.92 acres S&E 0.559 acres from Bogey Streak, LLC to Harold & Maurine Rhodes, Co-Trustees, on December 12, 2013 and recorded in Volume 2200, Page 643 of the Official Records of Cherokee County, Texas (hereinafter shown as volume/page, OR, LR for Land Records, DR for Deed Records, PR for Plat Records): SAID tract described as follows: BEARINGS are based on the Texas Coordinate System of 1983, Texas Central Zone per GPS observations: All coordinates are U.S. Survey Feet, NAD83(2011) Epoch 2010.0000 per Trimble VRS Network Solutions: At the point of beginning, the angle of convergence is 02°38'13" and the combined scale factor is 1.000011: To get geodetic bearings, rotate the bearings recited herein, clockwise, by the angle of convergence: All distances are grid and to get surface distances, divide the distances recited herein by the combined scale factor: w/cap = a plastic cap marked Affiliated Surveyors: w/washer = a stainless steel washer marked Affiliated Surveyors: w/McCown cap = a plastic cap marked MCCOWN 4080 or McCown Surveying: w/Hearn cap = a plastic cap marked HEARN: SEE PLAT:

BEGINNING at a 1" iron bar found for the Southwest corner of said 102.92 acres, the Northwest corner of that 6.38 acres from C.R. McClung et ux to Cherokee County, Texas on July 29, 1929 in 137/484, DR, the Southeast corner of that tract from T.B. & Elizabeth Pearsall to Priscilla Pearsall on July 29, 1983 in 881/322, LR, and in the North line of U.S. Highway No. 79, same having a state plane coordinate with a Northing of 10717408.626 feet and an Easting of 3883722.117

feet, from which an old concrete highway monument found is South 81°06'17" West, 32.63 feet;

THENCE North 02°59'47" West, with the West line of said 102.92 acres and Pearsall tract, 38.93 feet to a ½" steel rod found in a rock pile for angle point;

THENCE North 03°25'23" West, with the West line of said 102.92 acres, passing the Northeast corner of Pearsall and the Southeast corner of that Tract 1 called 26 acres from T.B. & Elizabeth Pearsall to Susan Pearsall on July 29, 1983 in 881/231, LR, continuing in all 1744.72 feet to a 3/8" steel rod found for the Northeast corner of said 26 acres and the Southeast corner of that 2.30 acres from Stephen & Mary Ayers to Harold & Maurine Rhodes on July 7, 2014 in 2227/439, OR, from which a 3/8" steel rod found for the Southwest corner of said 2.30 acres is South 86°42'22" West, 405.29 feet;

THENCE North 01°07'38" West, with the West line of said 102.92 acres and the East line of said 2.30 acres, 512.71 feet to a ½" steel rod w/cap set for the North corner of said 2.30 acres, the Northwest corner of said 102.92 acres, in the West line of that 225 acres in Substitute Trustees Deed from Cherokee Country Club of Jacksonville to D. Brett Brewer, Substitute Trustee for Franklin Bank, SSB f/k/a Jacksonville Savings Bank, SSB on November 7, 2006 in 1816/244, OR, and the Southwest corner of 1.52 acres, this day created, (hereinafter shown as Tract Four) in the Southeast occupied margin of County Road No. 4209;

THENCE with the Northwest line of said 102.92 acres, the Southeast line of Tract Four, and along the occupied Southeast and South margin of County Road No. 4209 as follows:

North 24°37'53" East, 167.34 feet;

North 17°09'14" East, 60.22 feet;

North 47°19'15" East, 50.72 feet;

North 65°27'05" East, 53.91 feet;

North 80°04'00" East, 125.60 feet;

North 74°42'47" East, 358.10 feet;

North 76°25'36" East, 121.60 feet;

North 86°20'15" East, 350.25 feet to a ½" steel rod w/cap set at a fence corner for the Northeast corner of this tract and the Northwest corner of 21.38 acres, this day created (hereinafter shown as Tract Three);

THENCE with the West line of Tract Three as follows:

South 07°54'01" East, 486.22 feet to a ½" steel rod w/cap set in a fence;

South 28°50'30" East, 494.87 feet to a ½" steel rod w/cap set in a fence;

South 29°13'11" East, 650.00 feet to a ½" steel rod w/cap set in a fence;

South 16°41'23" West, at 469.79 feet pass a ½" steel rod w/cap set on line at a fence corner, continuing in all 576.73 to a ½" steel rod w/cap set for the Southwest corner of Tract Three in the North line of that 0.559 acres from Norton

Holding Company, LLC to C.R. & Peggy Irby on October 29, 2007 in 1883/128, OR;

THENCE South 67°32'08" West, with the North line of said 0.559 acres, 31.59 feet to a ½" steel rod found on the East bank of a creek for the West corner of said 0.559 acres in the West line of that 4.83 acres from Harry & Wanda Cummins to Connell & Peggy Irby on January 14, 1971 in 625/777, DR, for the Northwest corner of that 2.180 acres from Connell & Peggy Irby to Stephanie Moake on December 22, 2010 in 2053/115, OR and in an interior line of said 102.92 acres;

THENCE with the most Southerly East line of said 102.92 acres, the West line of said 2.180 acres, and along the East bank of a creek as follows:

South 23°57'06" West, 47.37 feet;

South 77°24'00" West, 45.80 feet;

South 00°19'52" East, 45.81 feet;

South 27°00'03" West, 41.06 feet;

South 52°21'47" West, 91.56 feet;

South 01°51'25" East, 40.13 feet;

South 30°19'27" East, 58.48 feet;

South 20°01'16" East, 192.36 feet to a point for the Southeast corner of said 102.92 acres, the Southwest corner of said 2.180 acres, in the North line of said 6.38 acres and U.S. Highway No. 79, from which a ½" steel rod w/Hearn cap found for reference is South 20°01'16" East, 0.29 feet, and from said point, a concrete highway monument found for an angle point in the North line of said 6.38 acres and U.S. Highway No. 79 is North 82°35'00" East, 89.09 feet;

THENCE with the North line of said 6.38 acres & U.S. Highway No. 79 and the South line of said 102.92 acres as follows:

South 82°35'00" West, at 104.09 feet pass a concrete highway monument found, continuing in all 110.99 feet to a concrete highway monument found;

South 78°20'50" West, 300.38 feet to a ½" steel rod w/cap set for the East corner of that 0.219 acres from Cherokee Country Club of Jacksonville to State of Texas on September 21, 1967 in 589/695, DR;

THENCE with the North line of U.S. Highway No. 79 & said 0.219 acres as follows:

South 81°21'35" West, 101.97 feet to a ½" steel rod w/cap set;

North 79°44'41" West, 105.95 feet to a concrete highway monument found;

South 80°57'55" West, 100.22 feet to a concrete highway monument found;

South 56°44'15" West, 101.39 feet to a ½" steel rod w/cap set for an "ELL" corner of this tract and the most Southerly Southeast corner of 3.04 acres, this day created (hereinafter shown as Tract Two);

THENCE with the East, North, and West lines of Tract Two as follows:

North 04°57'26" West, 134.79 feet to a ½" steel rod w/cap set;
North 06°42'31" West, 57.29 feet to a ½" steel rod w/cap set;
North 09°43'19" West, 63.89 feet to a ½" steel rod w/cap set;
North 07°02'38" West, 45.51 feet to a ½" steel rod w/cap set;
North 04°11'10" West, 51.89 feet to a ½" steel rod w/cap set;
North 01°30'27" West, 99.67 feet to a ½" steel rod w/cap set;
North 06°10'05" West, 517.77 feet to a ½" steel rod w/cap set;
North 11°53'46" West, 88.46 feet to a ½" steel rod w/cap set;
North 79°11'25" East, 57.27 feet to a 60d set at the tip of a "V" cut in concrete;

North 13°24'47" West, 240.00 feet to a ½" steel rod w/cap set;
North 79°46'09" East, 131.22 feet to a ½" steel rod w/cap set;
North 44°32'15" East, 67.52 feet to a ½" steel rod w/cap set;
North 01°36'59" East, 106.15 feet to a ½" steel rod w/cap set;
North 06°52'25" West, 63.47 feet to a ½" steel rod w/cap set;
North 29°51'43" West, 64.48 feet to a ½" steel rod w/cap set;
North 70°45'23" West, 42.57 feet to a ½" steel rod w/cap set;
South 83°11'12" West, 32.22 feet to a ½" steel rod w/cap set;
South 28°18'32" West, 24.57 feet to a ½" steel rod w/cap set;
North 62°27'36" West, 28.17 feet to a ½" steel rod w/cap set;
South 29°46'35" West, 49.10 feet to a ½" steel rod w/cap set;
North 60°21'51" West, 8.21 feet to a ½" steel rod w/cap set;
North 82°28'21" West, 4.17 feet to a ½" steel rod w/cap set;
South 85°46'16" West, 70.86 feet to a ½" steel rod w/cap set;
South 05°52'44" East, 243.76 feet to a ½" steel rod w/cap set;
South 03°46'27" East, 245.18 feet to a 60d nail w/washer set in asphalt;
South 04°24'28" East, 296.68 feet to a ½" steel rod w/cap set;
South 06°12'56" East, 322.81 feet to a ½" steel rod w/cap set;
South 01°29'03" East, 96.41 feet to a ½" steel rod w/cap set;
South 04°12'18" East, 54.76 feet to a ½" steel rod w/cap set;
South 06°59'36" East, 48.97 feet to a ½" steel rod w/cap set;
South 09°34'56" East, 64.58 feet to a ½" steel rod w/cap set;
South 06°30'27" East, 57.41 feet to a ½" steel rod w/cap set;
South 00°41'16" East, 138.57 feet to a ½" steel rod w/cap set for the Southwest corner of Tract Two in the South line of said 102.92 acres and the North line of said 6.38 acres and U.S. Highway No. 79;

THENCE with the South line of said 102.92 acres and the North line of said 6.38 acres and U.S. Highway No. 79 as follows:

South 81°12'40" West, 295.30 feet to a concrete highway monument found;

North 08°04'23" West, 17.04 feet to a concrete highway monument found;

South 81°06'17" West, at 152.22 feet pass a concrete highway monument found on line, continuing in all, 220.17 feet to the PLACE OF BEGINNING, and containing within these calls, 78.74 acres of land. This division is not subject to

the Cherokee County, Texas Subdivision Ordinance under the Exception to the Plat section of said Ordinance.

TRACT TWO: BEING 82.79 acres of land in lying partly in BLOCK No. 22, BLOCK No. 23, & BLOCK No. 27 OF THE JOSE PINEDA EAST FOUR LEAGUE GRANT, ABSTRACT No. 41, CHEROKEE COUNTY, TEXAS, and being all of that Tract 2 called 42.80 acres S&E 0.018 acres, Tract 3 called 10.71 acres, Tract 4 called 7.36 acres, Tract 5 called 0.023 acres, Tract 7 called 3.201 acres, Tract 8 called 3.241 acres, Tract 9 called 3.221 acres, Tract 10 called 0.867 acres, Tract 11 called 3.712 acres, Tract 12 called 4.573 acres, and Tract 13 called 3.234 acres from Bogey Streak, LLC to Harold & Maurine Rhodes, Co-Trustees, on December 12, 2013 and recorded in Volume 2200, Page 643 of the Official Records of Cherokee County, Texas (hereinafter shown as volume/page, OR, LR for Land Records, DR for Deed Records, PR for Plat Records), and all of that called 0.15 acres from Bogey Streak, LLC to Harold & Maurine Rhodes, Co-Trustees on August 19, 2016 in 2338/454, OR: SAID tract described as follows: BEARINGS are based on the Texas Coordinate System of 1983, Texas Central Zone per GPS observations: All coordinates are U.S. Survey Feet, NAD83(2011) Epoch 2010.0000 per Trimble VRS Network Solutions: At the point of beginning, the angle of convergence is 02°38'19" and the combined scale factor is 1.000011: To get geodetic bearings, rotate the bearings recited herein, clockwise, by the angle of convergence: All distances are grid and to get surface distances, divide the distances recited herein by the combined scale factor: w/cap = a plastic cap marked Affiliated Surveyors: w/washer = a stainless steel washer marked Affiliated Surveyors: w/McCown cap = a plastic cap marked MCCOWN 4080 or McCown Surveying: w/Hearn cap = a plastic cap marked HEARN: w/Matabo cap = a plastic cap marked MATABO: w/Canyon cap = a plastic cap marked Canyon: w/GES cap = a plastic cap marked GES 4703: SEE PLAT:

BEGINNING at a point for the Northwest corner of said 42.80 acres at the intersection of the East line of Pebble Beach with the South line of U.S. Highway No. 79 and that Parcel 25, Part 1 called 0.700 acres from R.B. & Murl Wiggins to State of Texas on October 10, 1967 in 590/458, DR, same having a state plane coordinate with a Northing of 10717432.454 feet and an Easting of 3884766.198 feet, from which a ½" steel rod found for reference is North 03°15'20" West, 0.88 feet and from said point, a 3/8" steel rod found for an angle point in the South line of U.S. Highway No. 79 & said 0.700 acres is South 81°08'12" West, 467.22 feet;

THENCE North 81°08'12" East, with the North line of said 42.80 acres and the South line of U.S. Highway No. 79 & said 0.700 acres, 338.15 feet to a point in a creek for an "ELL" corner of said 42.80 acres, the Northwest corner of that 3.338 acres S&E easement from Earle Allen to Virginia Bolton on October 30, 2000 in 1477/24, OR, and the Northwest corner of that Tract 6, Easement 1 called 0.198 acres in 2200/643, OR;

THENCE with an interior line of said 42.80 acres, the West line of said 3.338 acres, and the center of said creek as follows:

South 04°49'32" West, 81.14 feet;

South 39°11'07" East, 29.46 feet;

South 12°45'07" East, 135.77 feet;

South 23°09'36" East, 43.12 feet;

South 16°03'58" West, 44.50 feet;

South 45°35'11" East, 206.94 feet;

South 18°47'22" East, passing the Southwest corner of said 3.338 acres and the Northwest corner of that Tract 2 called 3.444 acres from Charles & Judy Dickerson to Paul & Lori Laney on May 3, 1996 in 1305/330, OR, 49.70 feet;

South 34°44'14" East, 38.62 feet;

South 44°14'24" West, 20.47 feet;

South 55°39'24" West, 54.25 feet;

South 18°01'03" East, 46.08 feet;

South 45°53'33" East, 115.89 feet;

South 10°06'49" East, 54.31 feet;

South 29°13'21" West, 33.44 feet;

South 04°41'26" East, 38.06 feet;

South 14°49'58" West, 21.67 feet;

South 18°37'57" East, 60.00 feet;

South 30°50'11" East, 69.99 feet to a point in said creek for the Southwest corner of said 3.444 acres and an "ELL" corner of said 42.80 acres;

THENCE South 89°33'32" East, with the South line of said 3.444 acres, at 11.57 feet pass a 3/8" steel rod found on the East bank of said creek for reference, continuing in all 195.66 feet to a 3/8" steel rod found for the Southeast corner of said 3.444 acres, the South corner of that Tract 6, Easement 4 called 0.109 acres in 2200/643, OR, and the West corner of said 3.712 acres, from which a 3/8" steel rod found for the West corner of said 0.109-acre easement 4 is North 30°15'25" West, 23.91 feet;

THENCE North 21°17'54" East, with the Southeast line of said 3.444 acres and the Northwest line of said 3.712 acres, 241.30 feet to a 3/8" steel rod found for an "ELL" corner of said 3.444 acres, the North corner of said 3.712 acres, the North corner of said 0.109-acre easement, and in the Southwest line of said 10.71 acres, from which a 3/8" steel rod found for the East corner of said 0.109-acre easement is South 69°27'01" East, 21.91 feet;

THENCE with the common lines of said 10.71 & 3.444 acres as follows:

North 68°43'41" West, 97.69 feet to a 3/8" steel rod found;

North 13°22'13" East, 89.91 feet to a 3/8" steel rod found;

North 51°30'09" East, 83.56 feet to a 3/8" steel rod found for the most Westerly Northwest corner of said 10.71 acres, an "ELL" corner of said 3.44 acres, and the Southwest corner of that 0.096 acres from Connel & Jana Irby to Paul Laney on February 25, 2016 in 2312/784, OR;

THENCE South 73°22'33" East, with a Westerly segment of the North line of said 10.71 acres, at 71.95 feet pass a ½" steel rod found for the Southeast corner of said 0.096 acres and the Southwest corner of that 2.441 acres from Paul & Lori Laney to Connell Irby on February 25, 2016 in 2312/769, OR, continuing in all 443.30 feet to a corner in a branch for an angle corner of said 10.71 & 2.441 acres;

THENCE North 70°49'04" East, with the North line of said 10.71 acres and the Southeast line of said 2.441 acres, 3.66 feet to a ½" steel rod w/cap found for the Southeast corner of said 2.441 acres and the Southwest corner of said 3.234 acres;

THENCE North 28°14'26" East, with the East line of said 2.441 acres and the West line of said 3.234 acres, 450.36 feet to a ½" steel rod found for the Northeast corner of said 2.441 acres, the Northwest corner of said 3.234 acres, the Southeast corner of said 3.021 acres, the Southwest corner of said 3.241 acres, and in the center of that 40 feet wide Easement 3 from Michael & Lyn Ousely to Earle Allen et al on June 15, 1981 in 822/67, DR;

THENCE South 69°53'00" West, with the South line of said 3.021 acres, the North line of said 2.441 acres, and the center of Easement 3 in 822/67, DR, 350.57 feet to a ½" steel rod found for the Southwest corner of said 3.021 acres and the Southeast corner of that 3.281 acres from Michael & Lyn Ousley to C.R. Irby on June 16, 1981 in 822/422, DR, and in the center of said Easement 3 in 822/67, DR;

THENCE North 04°19'02" East, with the West line of said 3.021 acres and the East line of said 3.281 acres, crossing the North line of said Easement 3 in 822/67, DR, 403.00 feet to a ½" steel rod w/cap found for the Northwest corner of said 3.021 acres, the Northeast corner of said 3.281 acres, and in the South line of said 7.36 acres;

THENCE South 88°14'48" West, with the South line of said 7.36 acres and the North line of said 3.281 acres, at 277.89 feet pass a ½" steel rod found for the Northeast corner of that 0.659 acres from C.R. & Peggy Irby to Paul Laney on February 26, 2016 in 2312/773, OR, continuing in all 333.92 feet to a 3/8" steel rod found for the Southwest corner of said 7.36 acres, the Northwest corner of said 0.659 acres and in the East line of that Tract 1 called 3.25 acres S&E 0.169 acre easement from Charles & Judy Dickerson to Paul & Lori Laney on May 3, 1996 in 1305/330, OR;

THENCE North 17°49'44" West, with the West line of said 7.36 acres and the East line of said 3.25 acres, at 49.72 feet pass a 3/8" steel rod found for the Southeast corner of said 0.169 acre easement in both 1305/330, OR, and as Tract 6, Easement 2 called 0.169 acres in 2200/643, OR, continuing in all 124.09 feet to a 3/8" steel rod found for the Northeast corner of said 3.25 & 0.169 acres, the Northwest corner of said 7.36 acres, and in the South line of U.S. Highway No. 79 and said 0.700 acres;

THENCE with the North line of said 7.36 acres and the South line of U.S. Highway No. 79 as follows:

North 81°08'12" East, 22.15 feet to a ½" steel rod w/cap set;

North 75°33'04" East, 100.50 feet to a ½" steel rod w/cap set;

North 81°15'42" East, 498.52 feet to ½" steel rod w/cap set;

North 86°58'20" East, passing the Southeast corner of said 0.700 acres and the West corner of that Parcel 29, Part 1 called 0.054 acres from Effie Sessions et al to State of Texas on October 19, 1967 in 591/756, DR, 100.50 feet to a concrete highway monument found;

North 69°59'33" East, 101.98 feet to a concrete highway monument found for the East corner of said 0.054 acres and in the South line of that 6.38 acres from C.R. McClung et ux to Cherokee County, Texas on July 29, 1929 in 137/484, DR;

North 80°59'11" East, 300.37 feet to a ½" steel rod w/cap set for the West corner of that Parcel 29, Part 2 called 0.111 acres in 591/756, DR;

South 87°42'13" East, 102.11 feet to a concrete highway monument found;

North 81°12'02" East, passing the Southeast corner of said 0.111 acres and the Southwest corner of that Parcel 25, Part 2 called 0.050 acres in 590/458, 199.75 feet to a ½" steel rod w/cap set;

North 75°36'36" East, at 19.72 feet pass a 3/8" steel rod found on line for the Northwest corner of said Easement 3 in 822/67, DR, continuing in all 196.92 feet to a point for the Northeast corner of said 7.36 acres and the Northwest corner of that 4.879 from Ricky & Shalah Brown to Brandon & Brandy Bannister on March 19, 2020 in 2540/100, OR, from which a spike nail found in concrete for the East corner of said 0.050 acres is North 75°36'36" East, 4.08 feet;

THENCE with the common lines of said 7.36 & 4.879 acres as follows:

South 09°45'34" East, 254.59 feet to a 3/8" steel rod found;

South 80°55'41" West, 180.20 feet to a ½" steel rod w/Hearn cap found for an "ELL" corner of said 7.36 acres & said 4.879 acres in the East line of said 3.241 acres, in the West line of Easement 3 in 822/67, DR, and the East line of that Tract 6, Easement 3 called 0.08 acres in 2200/643, OR;

THENCE South 08°38'21" East, with the East line of said 3.241 acres & said 0.08-acre easement and the West line of said 4.879 acres & said Easement 3 in 822/67, DR, 40.50 feet to a ½" steel rod w/cap found for the Southwest corner of said 4.879 acres and the Northwest corner of said 0.867 acres;

THENCE with the common lines of said 4.879 & 0.867 acres as follows:

South 72°08'42" East, crossing the East line of said Easement 3 in 822/67, DR, 213.39 feet to a ½" steel rod w/cap found;

North 81°08'31" East, 445.31 feet to a 3/8" steel rod w/Matabo cap;

North 36°12'27" East, 70.64 feet to a ½" steel rod found in an existing road and the center of a 40 feet wide Easement 1 in 822/67, DR;

THENCE South 08°46'12" East, with the East line of said 0.867 acres and the center of Easement 1 in 822/67, DR, 90.16 feet to a ½" steel rod found in said existing road for the Southeast corner of said 0.867 acres and the Northeast corner of that 4.226 acres from Michael & Lyn Ousley to Janna Clardy on June 16, 1981 in 822/426, DR;

THENCE South 81°11'54" West, with the South line of said 0.867 acres and the North line of said 4.226 acres, 685.98 feet to a 3/8" steel rod found for the Southwest corner of said 0.867 acres, the Northwest corner of said 4.226 acres and in the East line of said 10.71 acres;

THENCE with the common lines of said 4.226 & 10.71 acres as follows:

South 63°13'34" East, 489.67 feet to a 3/8" steel rod found;

South 08°41'30" East, 157.73 feet to a 3/8" steel rod found for the Southwest corner of said 4.226 acres, the most Easterly Southeast corner of said 10.71 acres and in the North line of that Tract 1 called 3.425 acres from Patrick McCown et al to Charles & Cynthia Carpenter on January 25, 2021 in 2595/578, OR, from which a ½" steel rod found on the West side of said Easement 1 in 822/67, in the North line of said 3.425 acres and the South line of said 4.226 acres is North 81°13'19" East, 268.15 feet;

THENCE South 81°13'42" West, with the South line of said 10.71 acres, at 186.66 feet pass a ½" steel rod found for the Northwest corner of said 3.425 acres and the Northeast corner of that Tract 2 called 4.573 acres in 2595/578, OR, at 324.18 feet pass a ½" steel rod w/Kirby cap found on line, continuing in all 350.22 feet to a ½" steel rod w/Kirby cap found for an angle point in the North line of said 4.573 acres in 2595/578, OR, and the South line of said 10.71 acres;

THENCE South 72°08'37" West, with the North line of said 4.573 acres in 2595/578, OR, and the South line of said 10.71 acres, 295.21 feet to a ½" steel rod found for the Northwest corner of said 4.573 acres in 2595/578, OR, and the Northeast corner of said 4.573 acres in 2200/643, OR;

THENCE South 10°20'06" East, with the East line of said 4.573 acres in 2200/643, OR, and the West line of said 4.573 acres in 2595/578, OR, 264.45 feet to a ½" steel rod found for the Southwest corner of said 4.573 acres in 2595/578, OR, the Southeast corner of said 4.573 acres in 2200/643, OR, the Northeast corner of that Tract 2 called 5.123 acres from McCown Development, LLC to Patrick McCown et al on December 26, 2007 in 1896/734, OR, an "ELL" corner of that Tract 1 called 105 acres from Neta Hanna to Bruce Melenbacher on July 15, 2004 in 1672/390, OR, and in the center of said Easement 1 in 822/67, DR, from which a ½" steel rod found on the North line of said easement is North 10°20'06" West, 20.03 feet and from said corner, another ½" steel rod found on the South line of said easement is South 10°20'06" East, 19.92 feet;

THENCE South 78°09'26" West, with the South line of said 4.573 acres in 2200/643, OR, the North line of said 5.123 acres, and the center of Easement 1 in 822/67, DR, 920.82 feet to a ½" steel rod found for the Southwest corner of said 4.573 acres in 2200/643, OR, the Northwest corner of said 5.123 acres, the Southeast corner of said 3.712 acres, the Northeast corner of that 2.570 acres prepared by Tim McCown, RPLS 4080 for Forrest & Anthony Williams on December 16, 2015 in 2489/492, OR, and an angle point in the center of Easement 1 in 822/67, DR, from which a ½" steel rod w/Kirby cap found on the North line of said easement is North 10°58'39" West, 19.94 feet and from said corner, another ½" steel rod found on the South line of said easement is South 09°59'06" East, 19.88 feet;

THENCE South 62°19'44" West, with the South line of said 3.712 acres, the North line of said 2.570 acres, and the center of Easement 1 in 822/67, DR, 398.35 feet to a ½" steel rod found for the Northwest corner of said 2.570 acres in the East line of said 42.80 acres, from which a ½" steel rod found for the Southwest corner of said 3.712 acres and the West end of Easement 1 in 866/67, DR, is South 62°19'44" West, 19.22 feet;

THENCE with the East line of said 42.80 acres and the West line of said 2.570 acres as follows:

South 30°49'11" East, 213.95 feet to a 3/8" steel rod found;

South 20°57'30" East, 124.86 feet to a ½" steel rod w/Hearn cap found for the Southwest corner of said 2.570 acres and the Northwest corner of that 1.47 acres from Brownlee Corporation to City of Jacksonville on July 31, 1986 in 1007/371, LR;

THENCE with the East line of said 42.80 acres and the West line of said 1.47 acres as follows:

South 20°56'11" East, 139.15 feet to a ½" steel rod w/Hearn cap found;

South 64°29'33" East, at 226.24 feet pass a ½" steel rod w/Hearn cap found on line for reference, continuing in all 260.82 feet to a point in a creek for an "ELL" corner of said 42.80 acres, the South corner of said 1.47 acres and in the West line of said 105 acres;

THENCE with the East line of said 42.80 acres, the West line of said 105 acres and the center of said creek as follows:

South 03°05'16" West, 70.09 feet;

South 12°20'03" East, 88.94 feet;

South 31°06'39" East, 38.64 feet to a point for an "ELL" corner of said 105 & 42.80 acres;

THENCE South 33°07'11" West, with the Southeast line of said 42.80 acres and the Northwest line of said 105 acres, at 27.49 feet pass a ½" steel rod w/cap set on line for reference, continuing in all 149.90 feet to a ½" steel rod w/cap found in a creek for an "ELL" corner of said 42.80 acres and the East corner of that 37.02

acres from Brownlee Corporation to Wesley & Jill Penn on June 6, 2011 in 2070/570, OR;

THENCE with the common lines of said 42.80 & 37.02 acres as follows:

North 47°46'31" West, 367.56 feet to a ½" steel rod w/Hearn cap found;

South 71°00'25" West, 480.91 feet to a ½" steel rod w/cap found for the East corner of said 0.15 acres;

THENCE with the South line of said 0.15 acres as follows:

South 48°13'23" West, 47.73 feet to a ½" steel rod w/cap found;

South 65°39'08" West, 89.14 feet to a ½" steel rod w/cap found;

South 69°01'47" West, 90.48 feet to a ½" steel rod w/cap found;

North 88°48'10" West, 50.47 feet to a ½" steel rod w/cap found;

South 84°55'26" West, 64.51 feet to a ½" steel rod w/cap found for the West corner of said 0.15 acres in the Northwest line of said 37.02 acres and an interior line of said 42.80 acres;

THENCE South 72°21'58" West, with the Northwest line of said 37.02 acres and an interior line of said 42.80 acres, 475.71 feet to a ½" steel rod found for the Northwest corner of said 37.02 acres, an "ELL" corner of said 42.80 acres, the Northeast corner of Lot 252 of Cherokee Club Estates according to that map or plat thereof recorded in Plat Cabinet A, Slide 151B, PR, and the Southeast corner of Lot 1 of Hopkins Subdivision according to that map or plat thereof recorded in Plat Cabinet B, Slide 76, PR;

THENCE North 11°12'39" West, with an interior line of said 42.80 acres and the East line of Lot 1 of Hopkins Subdivision, 174.61 feet to a 3/8" steel rod found for an "ELL" corner of said 42.80 acres, the Northeast corner of Lot 1 of Hopkins Subdivision, the Northeast corner of that Tract 6, Easement 5 called 0.055 acres in 2200/643, OR, and in the South line of Preston Trail as shown on plat for Cherokee Club Estates;

THENCE North 64°55'46" East, with an interior line of said 42.80 acres and the South line of Preston Trail, 246.07 feet to a 3/8" steel rod found for an "ELL" corner of said 42.80 acres and the Northwest corner of Lot 250 of Cherokee Club Estates;

THENCE with the common lines of said 42.80 acres and Cherokee Club Estates as follows:

South 25°02'18" East, 46.89 feet to a 3/8" steel rod found for the Southwest corner of Lot 250;

North 75°30'43" East, at 298.77 feet pass a ½" steel rod found for the Southeast corner of Lot 250 and the Southwest corner of Lot 249, at 419.02 feet pass a 3/8" steel rod found for the Southeast corner of Lot 249 and the Southwest corner of Lot 248, continuing in all 534.48 feet to a 3/8" steel rod found for an angle point in the East line of Lot 248;

North 26°28'36" East, at 90.88 feet pass a ½" steel rod found bent for the East corner of Lot 248 and the South corner of Lot 247, continuing in all 188.75 feet to a ½" steel rod found for an angle point in the East line of Lot 247;

North 25°23'31" West, at 149.08 feet pass a 3/8" steel rod found at a "U" post for the North corner of Lot 247 and the East corner of Lot 246, continuing in all 340.71 feet to a ½" steel rod found for the Northeast corner of Lot 246;

South 86°17'28" West, at 99.41 feet pass a ½" steel rod found at a "T" post for the Northwest corner of Lot 246 and the Northeast corner of Lot 245, continuing in all 178.68 feet to a ½" steel rod found for an angle point in the North line of Lot 245;

South 37°40'53" West, at 139.35 feet pass a 3/8" steel rod found at a "T" post for the West corner of Lot 245 and the North corner of Lot 244, continuing in all 249.71 feet to a ½" steel rod found by a bent 3/8" steel rod at a "T" post for the West corner of Lot 244 and the North corner of Lot 243;

South 37°51'46" West, at 124.70 feet pass a 3/8" steel rod found at a "T" post for the West corner of Lot 243 and the North corner of Lot 242, continuing in all 207.54 feet to a ½" steel rod found for an angle point in the Northwest line of Lot 242;

South 64°58'14" West, at 17.23 feet pass a ½" steel rod found for the West corner of Lot 242 and the North corner of Lot 241, at 97.24 feet pass a ½" steel rod found for the West corner of Lot 241 and the North corner of Lot 240, at 197.24 feet pass a 3/8" steel rod found for the West corner of Lot 240 and the North corner of Lot 239, at 297.19 feet pass a 3/8" steel rod w/McCown cap found for the West corner of Lot 239 and the North corner of Lot 238, at 397.08 feet pass a 3/8" steel rod found for the West corner of Lot 238 and the North corner of Lot 237, continuing in all 507.02 feet to a 3/8" steel rod found for an the West corner of Lot 237;

South 24°58'12" East, 120.05 feet to a 3/8" steel rod found for the South corner of Lot 237 and an "ELL" corner of Preston Trail;

South 11°17'26" East, 119.02 feet to a ½" steel rod found for the Northeast corner of Lot 236 in the West line of Preston Trail;

South 69°02'58" West, at 101.52 feet pass a ½" steel rod found for the Northwest corner of Lot 236 and the Northeast corner of Lot 235, at 202.85 feet and 0.66' right pass a ½" steel rod found, at 304.23 feet pass a ½" steel rod found for the Northwest corner of Lot 234 and the Northeast corner of Lot 233, continuing in all 418.14 feet to a ½" steel rod found for an angle point in the North line of Lot 233;

South 64°53'42" West, at 21.77 feet pass a ½" steel rod found by a ¾" iron pipe for the Northwest corner of Lot 233 and the Northeast corner of Lot 232, at 146.84 feet pass an "X" found painted blue on top of an electric transformer box for the Northwest corner of Lot 232 and the Northeast corner of Lot 231, at 247.02 feet pass a ½" steel rod found for the Northwest corner of Lot 231 and the Northeast corner of Lot 230, at 350.45 feet pass a 3/8" steel rod found for the Northwest corner of Lot 230 and the North corner of Lot 229, continuing in all 417.94 feet to a 3/8" steel rod found for an angle point in the Northwest line of Lot 229;

South 41°45'39" West, at 31.02 feet and 0.66' left pass a 3/8" steel rod found, at 138.66 feet pass a 1/2" steel rod found for the West corner of Lot 228 and the North corner of Lot 227, continuing in all 255.83 feet to a 3/8" steel rod found for the West corner of Lot 227;

South 26°17'38" East, 106.72 feet to an "X" cut in a concrete drain for the South corner of Lot 227 and an "ELL" corner of said 42.80 acres in the North line of Augusta Drive, from which a 1/2" steel rod w/Hearn cap found is South 67°09'08" West, 13.50 feet;

THENCE South 84°26'45" West, with the South line of said 42.80 acres and the North line of Augusta Drive, 126.54 feet to a 3/8" steel rod found for the Southeast corner of that 1.469 acres shown as Lot 1 Block 1 of Bob Brown Subdivision according to that map or plat thereof recorded in Plat Cabinet B, Slide 71, PR, and further shown as Lot 1R of Bob Brown Subdivision according to that map or plat thereof recorded in Plat Cabinet B, Slide 341, PR;

THENCE North 51°17'38" West, with the Southwest line of said 42.80 acres and the Northeast line of Lot 1R, at 17.04 feet pass a 3/8" steel rod found on line, continuing in all 216.89 feet to a 3/8" steel rod found for an angle point in the Northeast line of said Lot 1R, the South corner of said 0.023 acres and an angle corner of that 0.531 acres, part of Lot 198R and all of 0.018 acres in 2338/395;

THENCE North 48°03'03" West, with the Southwest line of said 0.023 acres and an interior line of said 0.531 acres, 26.64 feet to a 3/8" steel rod w/McCown cap found for an angle corner of both said 0.023 & 0.531 acres;

THENCE North 05°37'13" West, with the West line of said 0.023 acres and an interior line of said 0.531 acres, 37.88 feet to a 3/8" steel rod w/McCown cap found for an angle corner of both said 0.023 & 0.531 acres;

THENCE North 40°48'49" East, with the Northwest line of said 0.023 acres and an interior line of said 0.531 acres, 24.70 feet to a 3/8" steel rod w/McCown cap found for the North corner of said 0.023 acres in an interior line of said 0.531 acres and the South corner of that 0.018 acres save and excepted from said 42.80 acres;

THENCE with the common lines of said 0.018 & 0.531 acres as follows:

North 40°48'49" East, 47.16 feet to a 3/8" steel rod found for the East corner of said 0.018 acres and an "ELL" corner of said 0.531 acres;

North 49°24'08" West, 21.59 feet to a corner in an Azalea bush for the North corner of said 0.018 acres in an interior line of said 42.80 acres, same being the South corner of Lot 199 and the East corner of Lot 198 of Cherokee Club Estates;

THENCE with the common lines of said 42.80 acres and Cherokee Club Estates as follows:

North 40°42'57" East, at 12.14 feet pass a ½" steel rod w/Matabo cap found for the East corner of said 0.531 acres, at 100.26 feet pass a ½" steel rod found for the East corner of Lot 199 and the South corner of Lot 200, at 199.97 feet pass a ½" steel rod found for the East corner of Lot 200 and the South corner of Lot 201, at 299.62 feet pass a ½" steel rod found for the East corner of Lot 201 and the South Corner of Lot 202, at 349.62 feet pass a ½" steel rod w/Canyon cap found for the East corner of the West ½ of Lot 202 and the South corner of the East ½ of Lot 202, at 499.97 feet pass a ½" steel rod found for the East corner of Lot 203 and the South corner of Lot 204, and also shown on RePlat of Lots 204-206 into Lot 204-A, 205 & 206-A in 992/297, LR, at 590.42 feet pass a ½" steel rod found for the East corner of Lot 204-A and the South corner of the replatted Lot 205, at 599.91 feet pass a ½" steel rod found for the original East corner of Lot 204 and the original South corner of Lot 205, continuing in all 700.26 feet to a ½" steel rod found in concrete for the original East corner of Lot 205 and an angle point in the replatted Southeast line of Lot 205 and the original South corner of Lot 206;

North 63°09'51" East, at 79.95 feet pass a ½" steel rod found for the East corner of Lot 206 & Lot 206-A and the South corner of Lot 207, at 175.72 feet pass a ½" steel rod found for the Southeast corner of Lot 207 and the Southwest corner of Lot 1 of Wilson Estates according to that map or plat thereof recorded in Plat Cabinet B, Slide 62, PR, continuing in all 330.75 feet to a ½" steel rod found for an "ELL" corner of said 42.80 acres and the Southeast corner of Lot 1 of Wilson Estates;

North 02°02'42" West, 47.95 feet to a ½" steel rod found for an "ELL" corner of said 42.80 acres, the Northeast corner of Lot 1 of Wilson Estates and in the Southeast line of Pebble Beach according to Cherokee Club Estates A/151B, PR;

North 87°59'05" East, 80.58 feet to a 3/8" steel rod found for an angle corner of both said 42.80 acres and Pebble Beach;

North 60°25'08" East, 118.89 feet to a 3/8" steel rod found for an "ELL" corner of said 42.80 acres and the West corner of Lot 161 of Cherokee Club Estates;

South 29°37'37" East, 120.27 feet to a ½" steel rod found in concrete for the South corner of Lot 161;

North 60°26'38" East, at 100.03 feet pass a ½" steel rod found in concrete for the East corner of Lot 161 and the South corner of Lot 160, at 199.93 feet pass a ½" steel rod found in concrete for the East corner of Lot 160 and the South corner of Lot 159, at 300.27 feet pass a ½" steel rod found for the East corner of Lot 159 and the South corner of Lot 158, at 400.00 feet pass a ½" steel rod found for the East corner of Lot 158 and the South corner of Lot 157, continuing in all 506.51 feet to a ½" steel rod found in concrete for the East corner of Lot 157 and the South corner of Lot 156;

North 35°00'54" East, at 127.34 feet pass a 3/8" steel rod found for the East corner of Lot 156 and the South corner of Lot 155, at 226.96 feet pass a 3/8" steel rod found for the East corner of Lot 155 and the South corner of Lot 154, continuing in all 376.63 feet to a ½" steel rod found in concrete for the East corner of Lot 154 and the South corner of Lot 153;

North 35°06'51" East, 161.76 feet to a 3/8" steel rod found for the Northeast corner of Lot 153 and the Southeast corner of Lot 152;

North 02°48'57" West, at 100.18 feet pass a point in an electric box for the Northeast corner of Lot 152 and the Southeast corner of Lot 151, continuing in all 174.26 feet to a point in a 26" Cypress for an angle point in the East line of Lot 151;

North 47°44'14" West, 110.41 feet to a 3/8" steel rod w/GES cap found for the Southeast corner of that 0.126 acres to Eddie & Letha Smith in 1479/115, OR in the Northeast line of Lot 150;

THENCE with the common lines of said 42.80 acres & said 0.126 acres and that 0.331 acres to Eddie & Letha Smith in 1568/381, OR, as follows:

North 03°33'22" West, 84.90 feet to a 3/8" steel rod w/GES cap found for the Northeast corner of said 0.126 acres and the Southeast corner of said 0.331 acres;

North 17°32'37" West, 91.79 feet to a 1/2" steel rod w/Kirby cap found for an angle point in the Northeast line of said 0.331 acres;

North 79°10'24" West, 131.53 feet to a 1/2" steel rod w/Kirby cap found for the Northwest corner of said 0.331 acres and an "ELL" corner of said 42.80 acres in the East line of Pebble Beach;

THENCE North 03°15'20" West, with the West line of said 42.80 acres and the East line of Pebble Beach, 733.88 feet to the PLACE OF BEGINNING, and containing within these calls, 82.79 acres of land.

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

1. That the heretofore described property is hereby annexed to the City of Jacksonville, Cherokee County, Texas, and that the boundary limits of the City of Jacksonville be and the same are hereby extended to include the above described territory within the city limits of the City of Jacksonville, and the same shall hereafter be included within the territorial limits of said city, and the inhabitants thereof shall hereafter be entitled to all the rights and privileges of other citizens of the City of Jacksonville and they shall be bound by the acts, ordinances, resolutions, and regulations of said city.
2. A service plan for the area is hereby adopted and attached as Exhibit "A".

The City Secretary is hereby directed to file with the County Clerk of Cherokee County, Texas, a certified copy of this ordinance.

PASSED by an affirmative vote of the requisite number of members of the City Council this the _____ day of _____, 2022.

APPROVED:

Randy Gorham, Mayor

ATTEST:

Greg Lowe, City Secretary

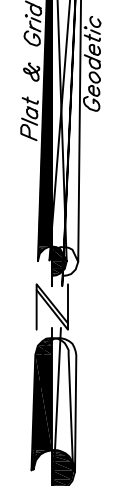
APPROVED AS TO FORM:

D. Brett Brewer, City Attorney

LINE	BEARING	DISTANCE
L1	N 41°04'24" E	46.81'
L2	N 43°21'06" E	49.67'
L3	N 48°12'49" W	26.56'
L4	N 46°29'13" E	103.61'
L5	N 40°33'32" E	140.94'
L6	N 44°48'11" E	50.00'
L7	S 04°26'36" E	101.86'
L8	S 85°33'24" W	72.30'
L9	S 86°57'24" W	108.19'
L10	N 17°54'33" W	105.71'

CURVE	Radius	Arc	Delta	Chord Bearing	Chord Length
C1	2838.89'	210.57'	4°14'59"	S 46°31'25" E	210.52'
C2	3038.39'	172.47'	3°15'09"	N 45°53'37" W	172.45'

At Point of Beginning
Angle of Convergence: 02°37'12"
Combined Scale Factor: 0.99999436



Block No. 17
Jose Pineda East Four
League Grant
Abstract No. 41
City of Jacksonville
Cherokee County, Texas

Loop No. 456

69.04 Acres Surveyed

PLAT

SHOWING A BOUNDARY SURVEY OF 69.04 ACRES OF LAND IN BLOCK No. 17 OF THE JOSE PINEDA EAST FOUR LEAGUE GRANT, ABSTRACT No. 41, CHEROKEE COUNTY, TEXAS, AND BEING THAT TRACT 2 CALLED 73.4 ACRES SAID 2,359 ACRES FROM STEPHAN LEWIS ET AL TO LEWIS & COMPANY JACKSONVILLE PROPERTIES, LLC ON MARCH 21, 2009 AND RECORDED IN VOLUME 1969, PAGE 466 OF THE OFFICIAL RECORDS OF CHEROKEE COUNTY, TEXAS, WITH SAID 73.4 ACRES BEING A PART OF THAT TRACT 1 CALLED 44.5 ACRES AND TRACT 2 CALLED 186 ACRES, FROM JOHN GOODSON ET UX TO WILL LEWIS ON AUGUST 22, 1919 AND RECORDED IN VOLUME 84, PAGE 465 OF THE DEED RECORDS OF CHEROKEE COUNTY, TEXAS, AND SAID 73.4 ACRES BEING PART OF THAT 31.1 ACRES FROM ANNIE HOUSE TO WILL LEWIS ON FEBRUARY 22, 1945 AND RECORDED IN VOLUME 274, PAGE 229 OF THE DEED RECORDS OF CHEROKEE COUNTY, TEXAS, AND SAID 73.4 ACRES BEING ALL OF THAT TRACT FROM J. C. ROSS ET UX TO W. A. LEWIS ON AUGUST 20, 1947 AND RECORDED IN VOLUME 304, PAGE 219 OF THE DEED RECORDS OF CHEROKEE COUNTY, TEXAS.

For: Jacksonville Economic Development Corporation; Scale: 1" = 100'; Job No. 9-2019-91; F. Book: 168/43

NOTES: Surveyor did not abstract tracts for easements or ownership. BEARINGS are based on the Texas Coordinate System of 1983, Texas Central Zone per GPS observations. All coordinates are U.S. Survey Feet, NAD83(2011). Epoch 2010.0000 per static GPS observations and an OPUS solution through the NGS website. At the Point of Beginning, the angles of convergence and combined scale factors are 02°37'12" and 0.99999436, respectively. To get geodetic bearings, rotate the bearings shown hereon, clockwise, by the angle of convergence. All distances are grid and to get surface distances, divide the distances shown hereon by the combined scale factor. All monument shown hereon as found (Fnd.) are controlling to this survey. w/cap = a plastic cap marked MORGAN 1969 or Affiliated Surveyors. w/GES cap = a plastic cap marked GES 4703. w/Kirby cap = a plastic cap marked KIRBY 4928. w/McCown cap = a plastic cap marked MCCOWN 4080. Note the fences and their distances from the property lines. There are buried utilities along the rights-of-way of Loop No. 456 and U.S. Highway No. 69. Note the power lines shown hereon. See Written Description.

I, Kristopher Morgan do hereby state that this plat represents a boundary survey and division made on the ground for Jacksonville Economic Development Corporation, and that in accordance with the information and the instructions furnished me, same correctly represents the facts as found at the time of the survey. USE OF THIS SURVEY FOR ANY OTHER PURPOSE OR BY OTHER PARTIES SHALL BE AT THEIR RISK AND THE UNDERSIGNED IS NOT RESPONSIBLE FOR ANY LOSS RESULTING THEREFROM. IF THIS PLAT IS NOT SIGNED IN PALE BLUE INK AND THE SEAL PRESENT IN CRIMPED FORM, IT SHOULD BE CONSIDERED AN UNLICENSED COPY AND PRESUMED TO CONTAIN ALTERED OR UNAUTHORIZED MATERIAL.

Kristopher Morgan
R.P.L.S. No. 5655
September 11, 2019



Prepared By:
Affiliated Surveyors, Inc.
P.O. Box 539
Rusk, Texas 75785
Firm No. 10018300
Ph: (903) 683-2504
Fax: (903) 683-6632
www.affiliatedsurveyors.com

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

**AFFIDAVIT OF OWNER REQUESTING
ANNEXATION BY THE CITY OF JACKSONVILLE**

THE STATE OF TEXAS

COUNTY OF CHEROKEE

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Before me, the undersigned authority, a Notary Public in and for the State of Texas on this day personally appeared Shane Pace, President of Jacksonville Economic Development Corporation (JEDCO), known to me to be a credible person above the age of eighteen years, having never been convicted of a felony, of sound mind, who, upon being duly sworn did upon oath depose and say as follows:

“JEDCO is filing a petition requesting annexation by area landowners and is the only owner of the following described real property, to-wit:

BEING 69.04 acres of land in BLOCK No. 17 OF THE JOSE PINEDA EAST FOUR LEAGUE GRANT, ABSTRACT No. 41 , CHEROKEE COUNTY, TEXAS, and being that Tract 2 called 73.4 acres from Stephan Lewis to Lewis & Company Jacksonville Properties, LLC on March 21, 2009 and recorded in Volume 1969, Page 466 of the Official Records of Cherokee County, Texas (hereinafter shown as volume/page, OR, DR for Deed Records, LR for Land Records), with said 73.4 acres being a part of that Tract 1 called 44.5 acres and Tract 2 called 186 acres from John Goodson et ux to W.A. Lewis on August 22, 1919 in 84/465, DR, said 73.4 acres also being a part of that 31.1 acres from Annie House to Will Lewis on February 22, 1945 in 274/229, DR, and said 73.4 acres also being a part of that tract from J. C. Ross et ux to W.A. Lewis et ux on August 20, 1947 in 304/219, DR: SAID tract described as follows: BEARINGS are based on the Texas Coordinate System of 1983, Texas Central Zone per GPS observations: All coordinates are U.S. Survey Feet, NAD83(2011) Epoch 2010.0000 per static GPS data and an OPUS solution through the NGS website: At the point of beginning, the angle of convergence is 02°37'12" and the combined scale factor is 0.99999436, respectively: To get geodetic bearings, rotate the bearings recited herein, clockwise, by the angle of convergence: All distances are grid and to get surface distances, divide the distances recited herein by the combined scale factor: w/cap = a plastic cap marked Affiliated Surveyors: w/GES cap = a plastic cap marked GES 4703: w/Kirby cap = a plastic cap marked KIRBY, 4978: w/McCown cap = a plastic cap marked MCCOWN 4080: SEE PLAT:

BEGINNING at a concrete highway monument found for the West or Northwest corner of said 73.4 acre, the South corner of that Tract 11 called 13.706 acres from Mrs. Ada Lewis to the State of Texas on December 8, 1969 in 615/283, DR, in the Northeast line of that First Strip called 3.51 acres from W. A Lewis et ux to The State of Texas on March 19, 1957 in 465/120, DR, and being at the intersection of the Southeast line of Loop No. 456 with the Northeast line of U.S. Highway No. 69 and having a state plane coordinate with a

Northing of 10703331.089 feet and an Easting of 3874324.574 feet, from which a Geodetic Monument No. G-1290 found for reference is South 36°12'32" East, 9.17 feet;

THENCE with the Northwest line of said 73.4 acres and the Southeast line of said 13.706 acres and Loop No. 456 as follows:

North 40°33'32" East, 140.94 feet to a concrete highway monument found;

North 53°04'15" East, 200.00 feet to a concrete highway monument found;

North 44°04'27" East, crossing the East line of said 186 acres and the West line of said 31.1 acres, 708.36 feet to a concrete highway monument found;

North 52°54'28" East, 633.30 feet to a concrete highway monument found for the East corner of said 13.706 acres and the North corner of said 73.4 acres in the Northeast line of said 31.1 acres and the Southwest line of that 11.459 acres from M. D. Thompson et ux to The Texas & New Orleans Railroad on May 21, 1902 in 25/484, DR, same being in a curve to the right;

THENCE with the Northeast line of said 73.4 & said 31.1 acres, and the Southwest line of said 11.459 acres and said railroad as follows:

Southeasterly along said curve to the right having a radius of 2838.89 feet, an arc length of 210.57 feet, a delta of 04°14'59", and a long chord of South 46°31'25" East, 210.52 feet to a 1/2" steel rod w/cap set for the end of said curve, from which a 3/8" steel rod found for the end of said curve in the Northeast line of said 11.459 acres and a corner of that 4.018 acres described in Resolution 1-2017-02 by the City of Jacksonville on January 10, 2017 in 2361/53, OR, is North 45°13'30" East, 200.27 feet;

South 44°46'30" East, 527.50 feet to a 1/2" steel rod w/cap set;

North 44°48'11" East, 50.00 feet to a boat spike found, from which a 3/8" steel rod found for another corner of said 11.459 acres and said 4.018 acres in the Northeast line of said 11.459 acres is North 46°29'13" East, 103.61 feet;

South 44°40'34" East, 359.25 feet to a 1/2 steel rod w/cap set for the Southeast corner of said 11.459 acres, the Southwest corner of that 0.549 acres from W. H. Haws to The Texas & New Orleans Railroad on June 25, 1902 in 25/546, DR, same being the Northeast corner of said 73.4 & said 31.1 acres and in the West line of the residue of that 119.1 acres from John & Raymond Haws to Miss Octie Haws on November 24, 1945 in 282/480, DR, from which a 3/8" steel rod found for the Northeast corner of said 11.459 acres, the Northwest corner of said 0.549 acres and the Southeast corner of said 4.018 acres is North 04°26'36" West, 157.74 feet;

THENCE South 04°26'36" East, with the East line of said 73.4 & said 31.1 acres and the West line of said 119.1 acres, 101.86 feet to a 1/2" steel rod w/cap set for the Southeast corner of said 31.1 acres, an "ELL" corner of said 73.4 acres, and the Southwest corner of said 119.1 acres;

THENCE South 85°33'24" West, with an interior line of said 73.4 acres and the South line of said 31.1 acres, 72.30 feet to a 1/2" steel rod w/cap set for an "ELL" corner of said 73.4 acres and the Northeast corner of said 44.5 acres;

THENCE South 03°07'09" East, with the East line of said 73.4 & said 44.5 acres, at 55.75 feet pass a 3/8" steel rod w/McCown cap found for the Northwest corner of that 10.000 acres from Jonathan Whitehead to Jacksonville Iron & Metal, Inc. on April 1, 2010 in 2023/121, OR, at 823,15 feet pass a 3/8" steel rod w/McCown cap found for the Southwest corner of said 10.000 acres and the Northwest corner of that 2.000 acres from Paul Sayble Paveltich as Attorney-in-Fact for Berryman Pete Paveltich to Young-Hefcar Holdings, Inc.

on March 21, 2007 in 1843/20, OR, continuing and passing the Southwest corner of said 2.000 acres and the Northwest corner of that 3.00 acres from S.A.Y. Plastics, Inc. to Young-Hefcar Holdings, Inc. on July 28, 2006 in 1802/266, OR, continuing in all 1126.07 feet to a 3/8" steel rod w/Kirby cap found for the Northeast corner of that 3.04 acres from Lewis & Company Jacksonville Properties, LLC to Say Plastics, Inc. on December 24, 2012 in 2150/171, OR;

THENCE with the North and West lines of said 3.04 acres as follows:

South 87°10'40" West, 599.88 feet to a 3/8" steel rod found for the Northwest corner of said 3.04 acres;

South 01°47'22" East, 219.79 feet to a 3/8" steel rod found for the Southwest corner of said 3.04 acres in the South line of said 73.4 & said 44.5 acres and the North line of that 1.21 acres from Serena Youngblood to Young-Hefcar Holdings, Inc. on February 15, 2013 in 2154/76, OR;

THENCE South 86°57'24" West, with the South line of said 73.4 & said 44.5 acres and the North line of said 1.21 acres, 108.19 feet to a 3/8" steel rod w/GES cap found for the Northwest corner of said 1.21 acres and the Northeast corner of that 0.246 acres from Ani Med, LLC to Say Plastics, Inc. on December 19, 2012 in 2150/174, OR;

THENCE South 87°10'09" West, with the South line of said 73.4 & said 44.5 acres, at 39.93 feet pass a 3/8" steel rod w/Kirby cap found for the Northwest corner of said 0.246 acres and the Northeast corner of that 3.16 acres from Ani Med, LLC to Alexander Property Management, LLC on November 17, 2015 in 2299/425, OR at 547.27 feet pass a 3/8" steel rod found on line for reference, continuing in all 547.64 feet to a 1/2" steel rod w/cap set for the Southwest corner of said 73.4 acres in the East line of U.S. Highway No. 69 and the Southeast corner of said 3.51 acres, from which a concrete highway monument found is South 37°00'03" East, 147.69 feet;

THENCE with the West line of said 73.4 acres and the East line of said 3.51 acres and U.S. Highway No. 69 as follows:

North 37°00'03" West, 571.07 feet to a broken concrete highway monument found;

North 17°54'33" West, 105.71 feet to a concrete highway monument found;

North 36°58'00" West, crossing the West line of said 44.5 acres and passing the South corner of said Ross to Lewis tract, passing the Northwest corner of said Ross to Lewis tract and crossing the South line of said 186 acres, continuing in all 723.56 feet to the PLACE OF BEGINNING, and containing within these calls, 69.04 acres of land.

"The above referenced Petition Requesting Annexation by area landowner into the City of Jacksonville is signed by property owner of said property either as designated by the City Council or as described in said Petition."

Further deponent sayeth not.

Jacksonville Economic Development Corporation

By:


Shane Pace, President

(Jurat)

SUBSCRIBED AND SWORN TO BEFORE ME on this _____ day of _____, 2022, by Shane Pace, President of Jacksonville Economic Development Corporation.

Notary Public, State of Texas

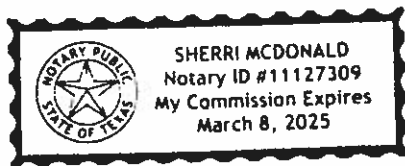
(Acknowledgment)

THE STATE OF TEXAS
COUNTY OF CHEROKEE

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BEFORE ME, the undersigned authority, on this day personally appeared Shane Pace, in his capacity as President of Jacksonville Economic Development Corporation, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, this 25 day of July, 2022, 2022.



Sherri McDonald
Notary Public, State of Texas

PETITION REQUESTING ANNEXATION BY AREA LANDOWNERS

TO THE MAYOR OF THE GOVERNING BODY OF JACKSONVILLE, TEXAS:

The undersigned, acting in the capacity stated on behalf of the Jacksonville Economic Development Corporation (JEDCO), owner of the hereinafter described tract of land, which is without residents, or on which fewer than three qualified voters reside, hereby waives the requirement to be offered a development agreement pursuant to Section 43.016 of the Texas Local Government Code if otherwise applicable, and petitions your honorable Body to extend the present city limits so as to include as a part of the City of Jacksonville, Texas, the following described territory, to wit:

BEING 69.04 acres of land in BLOCK No. 17 OF THE JOSE PINEDA EAST FOUR LEAGUE GRANT, ABSTRACT No. 41, CHEROKEE COUNTY, TEXAS, and being that Tract 2 called 73.4 acres from Stephan Lewis to Lewis & Company Jacksonville Properties, LLC on March 21, 2009 and recorded in Volume 1969, Page 466 of the Official Records of Cherokee County, Texas (hereinafter shown as volume/page, OR, DR for Deed Records, LR for Land Records), with said 73.4 acres being a part of that Tract 1 called 44.5 acres and Tract 2 called 186 acres from John Goodson et ux to W.A. Lewis on August 22, 1919 in 84/465, DR, said 73.4 acres also being a part of that 31.1 acres from Annie House to Will Lewis on February 22, 1945 in 274/229, DR, and said 73.4 acres also being a part of that tract from J. C. Ross et ux to W.A. Lewis et ux on August 20, 1947 in 304/219, DR: SAID tract described as follows: BEARINGS are based on the Texas Coordinate System of 1983, Texas Central Zone per GPS observations: All coordinates are U.S. Survey Feet, NAD83(2011) Epoch 2010.0000 per static GPS data and an OPUS solution through the NGS website: At the point of beginning, the angle of convergence is 02°37'12" and the combined scale factor is 0.99999436, respectively: To get geodetic bearings, rotate the bearings recited herein, clockwise, by the angle of convergence: All distances are grid and to get surface distances, divide the distances recited herein by the combined scale factor: w/cap = a plastic cap marked Affiliated Surveyors: w/GES cap = a plastic cap marked GES 4703: w/Kirby cap = a plastic cap marked KIRBY, 4978: w/McCown cap = a plastic cap marked MCCOWN 4080: SEE PLAT:

BEGINNING at a concrete highway monument found for the West or Northwest corner of said 73.4 acre, the South corner of that Tract 11 called 13.706 acres from Mrs. Ada Lewis to the State of Texas on December 8, 1969 in 615/283, DR, in the Northeast line of that First Strip called 3.51 acres from W. A Lewis et ux to The State of Texas on March 19, 1957 in 465/120, DR, and being at the intersection of the Southeast line of Loop No. 456 with the Northeast line of U.S. Highway No. 69 and having a state plane coordinate with a Northing of 10703331.089 feet and an Easting of 3874324.574 feet, from which a Geodetic Monument No. G-1290 found for reference is South 36°12'32" East, 9.17 feet;

THENCE with the Northwest line of said 73.4 acres and the Southeast line of said 13.706 acres and Loop No. 456 as follows:

North 40°33'32" East, 140.94 feet to a concrete highway monument found;
North 53°04'15" East, 200.00 feet to a concrete highway monument found;
North 44°04'27" East, crossing the East line of said 186 acres and the West line of said 31.1 acres, 708.36 feet to a concrete highway monument found;
North 52°54'28" East, 633.30 feet to a concrete highway monument found for the East corner of said 13.706 acres and the North corner of said 73.4 acres in the Northeast

line of said 31.1 acres and the Southwest line of that 11.459 acres from M. D. Thompson et ux to The Texas & New Orleans Railroad on May 21, 1902 in 25/484, DR, same being in a curve to the right;

THENCE with the Northeast line of said 73.4 & said 31.1 acres, and the Southwest line of said 11.459 acres and said railroad as follows:

Southeasterly along said curve to the right having a radius of 2838.89 feet, an arc length of 210.57 feet, a delta of $04^{\circ}14'59''$, and a long chord of South $46^{\circ}31'25''$ East, 210.52 feet to a 1/2" steel rod w/cap set for the end of said curve, from which a 3/8" steel rod found for the end of said curve in the Northeast line of said 11.459 acres and a corner of that 4.018 acres described in Resolution 1-2017-02 by the City of Jacksonville on January 10, 2017 in 2361/53, OR, is North $45^{\circ}13'30''$ East, 200.27 feet;

South $44^{\circ}46'30''$ East, 527.50 feet to a 1/2" steel rod w/cap set;

North $44^{\circ}48'11''$ East, 50.00 feet to a boat spike found, from which a 3/8" steel rod found for another corner of said 11.459 acres and said 4.018 acres in the Northeast line of said 11.459 acres is North $46^{\circ}29'13''$ East, 103.61 feet;

South $44^{\circ}40'34''$ East, 359.25 feet to a 1/2 steel rod w/cap set for the Southeast corner of said 11.459 acres, the Southwest corner of that 0.549 acres from W. H. Haws to The Texas & New Orleans Railroad on June 25, 1902 in 25/546, DR, same being the Northeast corner of said 73.4 & said 31.1 acres and in the West line of the residue of that 119.1 acres from John & Raymond Haws to Miss Octie Haws on November 24, 1945 in 282/480, DR, from which a 3/8" steel rod found for the Northeast corner of said 11.459 acres, the Northwest corner of said 0.549 acres and the Southeast corner of said 4.018 acres is North $04^{\circ}26'36''$ West, 157.74 feet;

THENCE South $04^{\circ}26'36''$ East, with the East line of said 73.4 & said 31.1 acres and the West line of said 119.1 acres, 101.86 feet to a 1/2" steel rod w/cap set for the Southeast corner of said 31.1 acres, an "ELL" corner of said 73.4 acres, and the Southwest corner of said 119.1 acres;

THENCE South $85^{\circ}33'24''$ West, with an interior line of said 73.4 acres and the South line of said 31.1 acres, 72.30 feet to a 1/2" steel rod w/cap set for an "ELL" corner of said 73.4 acres and the Northeast corner of said 44.5 acres;

THENCE South $03^{\circ}07'09''$ East, with the East line of said 73.4 & said 44.5 acres, at 55.75 feet pass a 3/8" steel rod w/McCown cap found for the Northwest corner of that 10.000 acres from Jonathan Whitehead to Jacksonville Iron & Metal, Inc. on April 1, 2010 in 2023/121, OR, at 823.15 feet pass a 3/8" steel rod w/McCown cap found for the Southwest corner of said 10.000 acres and the Northwest corner of that 2.000 acres from Paul Sayble Paveltich as Attorney-in-Fact for Berryman Pete Paveltich to Young-Hefcar Holdings, Inc. on March 21, 2007 in 1843/20, OR, continuing and passing the Southwest corner of said 2.000 acres and the Northwest corner of that 3.00 acres from S.A.Y. Plastics, Inc. to Young-Hefcar Holdings, Inc. on July 28, 2006 in 1802/266, OR, continuing in all 1126.07 feet to a 3/8" steel rod w/Kirby cap found for the Northeast corner of that 3.04 acres from Lewis & Company Jacksonville Properties, LLC to Say Plastics, Inc. on December 24, 2012 in 2150/171, OR;

THENCE with the North and West lines of said 3.04 acres as follows:

South $87^{\circ}10'40''$ West, 599.88 feet to a 3/8" steel rod found for the Northwest corner of said 3.04 acres;

South 01°47'22" East, 219.79 feet to a 3/8" steel rod found for the Southwest corner of said 3.04 acres in the South line of said 73.4 & said 44.5 acres and the North line of that 1.21 acres from Serena Youngblood to Young-Hefcar Holdings, Inc. on February 15, 2013 in 2154/76, OR;

THENCE South 86°57'24" West, with the South line of said 73.4 & said 44.5 acres and the North line of said 1.21 acres, 108.19 feet to a 3/8" steel rod w/GES cap found for the Northwest corner of said 1.21 acres and the Northeast corner of that 0.246 acres from Ani Med, LLC to Say Plastics, Inc. on December 19, 2012 in 2150/174, OR;

THENCE South 87°10'09" West, with the South line of said 73.4 & said 44.5 acres, at 39.93 feet pass a 3/8" steel rod w/Kirby cap found for the Northwest corner of said 0.246 acres and the Northeast corner of that 3.16 acres from Ani Med, LLC to Alexander Property Management, LLC on November 17, 2015 in 2299/425, OR at 547.27 feet pass a 3/8" steel rod found on line for reference, continuing in all 547.64 feet to a 1/2" steel rod w/cap set for the Southwest corner of said 73.4 acres in the East line of U.S. Highway No. 69 and the Southeast corner of said 3.51 acres, from which a concrete highway monument found is South 37°00'03" East, 147.69 feet;

THENCE with the West line of said 73.4 acres and the East line of said 3.51 acres and U.S. Highway No. 69 as follows:

North 37°00'03" West, 571.07 feet to a broken concrete highway monument found;

North 17°54'33" West, 105.71 feet to a concrete highway monument found;

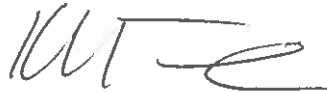
North 36°58'00" West, crossing the West line of said 44.5 acres and passing the South corner of said Ross to Lewis tract, passing the Northwest corner of said Ross to Lewis tract and crossing the South line of said 186 acres, continuing in all 723.56 feet to the PLACE OF BEGINNING, and containing within these calls, 69.04 acres of land.

I certify that the above described tract of land is contiguous and adjacent to the City of Jacksonville, Texas, is not more than one-half mile in width, and that this petition is signed and duly acknowledged by each and every person having an interest in said land.

Attached hereto as Exhibit "A" is an affidavit certifying that the petition is signed by all owners of the subject property.

Jacksonville Economic Development Corporation

By:



Shane Pace, President

(Acknowledgment)

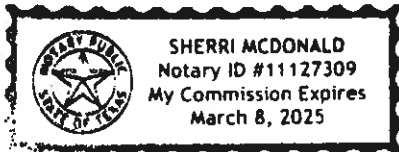
THE STATE OF TEXAS

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COUNTY OF CHEROKEE

BEFORE ME, the undersigned authority, on this day personally appeared Shane Pace, in his capacity as President of Jacksonville Economic Development Corporation, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, this 25 day of July, 2022, 2022.



Sherri McDonald
Notary Public, State of Texas



Jacksonville City Council

AGENDA ITEM REPORT

AGENDA DATE:	<u>8/9/2022</u>	ITEM NUMBER:	<u>24.</u>
DEPARTMENT:	<u>Administration</u>	PREPARED BY:	<u>Greg Lowe, City Secretary</u>
INITIATED BY:	<u>Greg Lowe, City Secretary</u>	EXHIBITS:	<u>Utility Easements, Utility Easements Exhibit A</u>

EXECUTIVE SUMMARY:

As part of the county plat approval process for the lake lots we will be auctioning off, Oncor was required to sign off stating that utilities are available. In order to assure they can provide service to the lots, Oncor has requested a ten-foot utility easement along the south end of each lot adjacent to CR 3108 and along the side property lines of each lot.

RECOMMENDED ACTION:

Approve the easements.

BID AND AWARD:

BUDGET DATA:

BUDGET JUSTIFICATION:

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

PT #: _____
District: **EAST**
WR #: **none**
ER #: _____

EASEMENT AND RIGHT OF WAY

STATE OF TEXAS §
COUNTY OF **CHEROKEE** §

KNOW ALL MEN BY THESE PRESENTS:

That **THE CITY OF JACKSONVILLE**, 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.

EXECUTED this _____ day of _____, 2022.

(CITY OF JACKSONVILLE)

By: _____

Printed Name _____

Title: _____

STATE OF TEXAS §

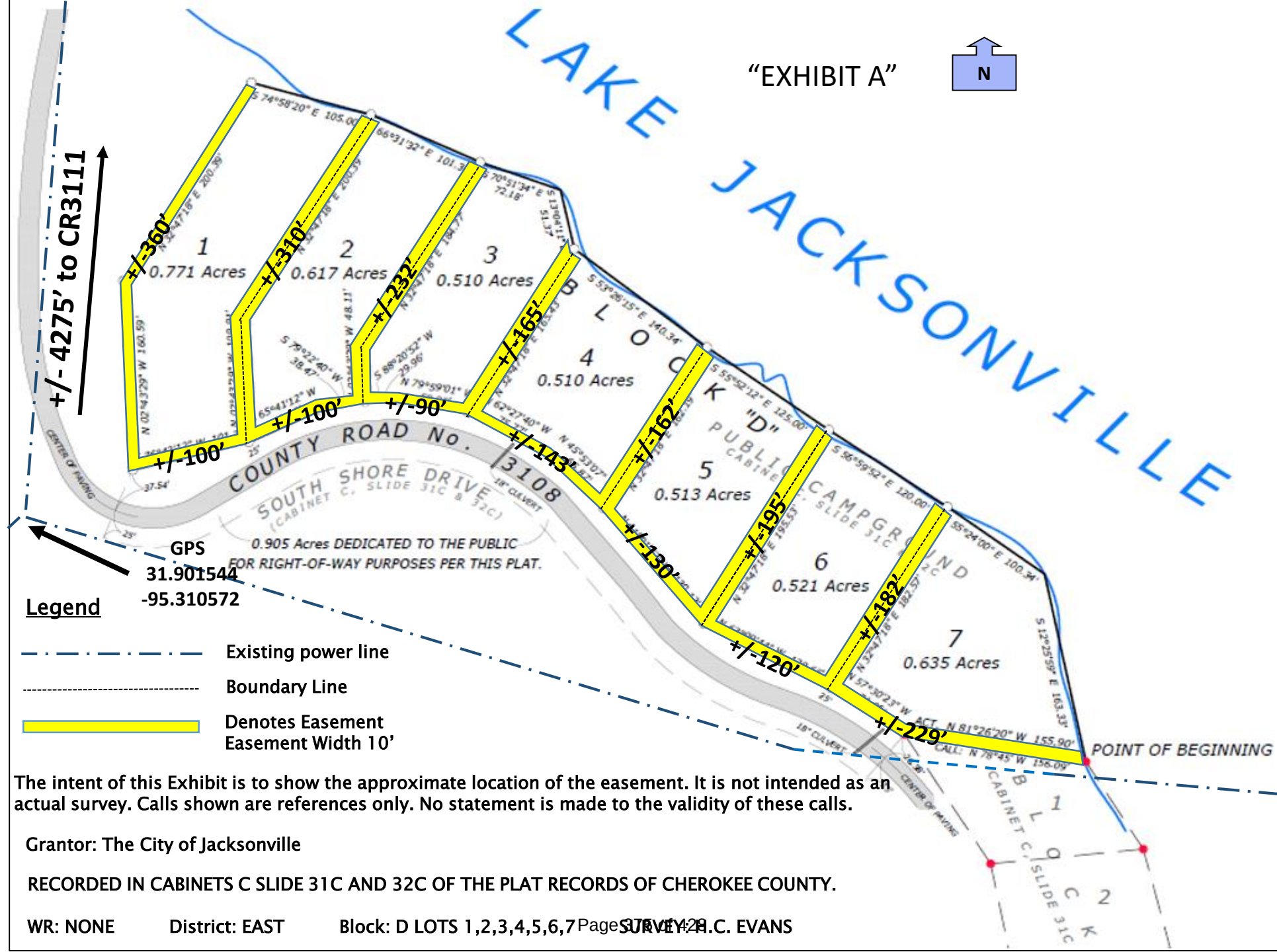
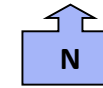
COUNTY OF _____ §

BEFORE ME, the undersigned authority, on this day personally appeared _____, as the _____ of **THE CITY OF JACKSONVILLE**, 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, in the capacity therein stated and he/she is authorized to do so.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, A.D. 2022.

Notary Public in and for the State of Texas

"EXHIBIT A"





Jacksonville City Council

AGENDA ITEM REPORT

AGENDA DATE:	8/9/2022	ITEM NUMBER:	26.
DEPARTMENT:	Council and Board	PREPARED BY:	Greg Lowe, City Secretary
INITIATED BY:	James Hubbard, CITY MANAGER	EXHIBITS:	June 2022 Financial Report, July 2022 Police Report, July 2022 Fire Department Report, July 2022 Community and Public Services Report, Library Report July 2022, Museum Report July 22

EXECUTIVE SUMMARY:

The reports that follow this report form are the monthly departmental reports and are part of the city manager monthly report.

RECOMMENDED ACTION:

No action

BID AND AWARD:

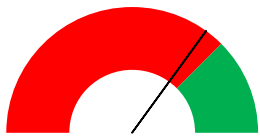
BUDGET DATA:

BUDGET JUSTIFICATION:

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

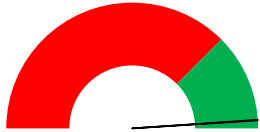
The charter requires the city manager to give a monthly report.

69.9% of Annual Projection



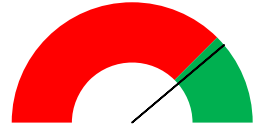
Water Sales

97.8% of Annual Projection



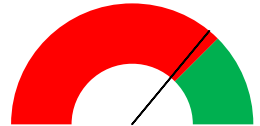
Property Taxes

77.6% of Annual Projection



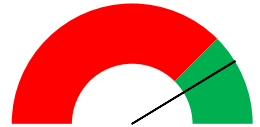
Sales Taxes

71.9% of Annual Projection



Sanitary Sewer Charges

82.5% of Annual Projection



Fees

City of Jacksonville, Texas

Financial Statement

As of June 30th, 2022

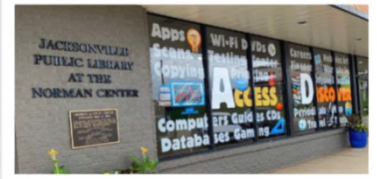
OVERVIEW

June 30th marks the end of the ninth period, or third quarter, of the FY 2022 budget year. Therefore, the year-to-date budget percentage for budgetary comparison is 75.0%.

As of June 30th General & Utility Fund combined revenues are \$15,474,398. This is greater than budgeted expectations at 79.5% of the annual budgeted amount. FY 2022 revenues were decreased \$(39,251), or (0.3)%, from FY 2021.

General & Utility Fund combined expenditures of \$12,580,510 are less than revenue received. This amount is less than budgeted expectations at 67.0% of the annual budgeted amount. FY 2022 expenditures were decreased \$(238,591), or (1.9) %, from FY 2021.

Top 5 Revenue Sources- Comparison to Prior Fiscal Years





GENERAL FUND REVENUES

Revenue Signal Key

	> 100% of Projected
	95-100% of Projected
	< 95% of Projected

	June 2022					Year-To-Date					Annual				Prior Year		
	Signal	Actual	Projected	%		Signal	Actual	Projected	%		Actual	Projected	%		Actual	Projected	%
Taxes		\$ 298,860	\$ 606,172	49.3%		\$ 6,475,474	\$ 5,455,551	118.7%			\$ 6,475,474	\$ 7,274,068	89.0%		\$ 5,763,995	\$ 6,340,189	90.9%
Franchise Fees		45,959	116,277	39.5%		992,090	1,046,497	94.8%			992,090	1,395,329	71.1%		882,169	1,188,354	74.2%
Intergovernmental Revenue		-	-	0.0%		-	-	0.0%			-	-	0.0%		713,124	823,594	86.6%
Fines & Forfeiture		23,248	41,699	55.8%		224,261	375,290	59.8%			224,261	500,387	44.8%		564,351	515,473	109.5%
License & Permits		3,008	4,098	73.4%		28,428	36,881	77.1%			28,428	49,175	57.8%		30,906	31,521	98.0%
Fees & Charges For Services		405,399	196,934	205.9%		1,950,703	1,772,404	110.1%			1,950,703	2,363,205	82.5%		1,768,038	2,551,053	69.3%
Investment Income		7,850	2,500	314.0%		49,482	22,500	219.9%			49,482	30,000	164.9%		30,725	19,131	160.6%
Miscellaneous Receipts		21,306	18,413	115.7%		261,103	165,718	157.6%			261,103	220,957	118.2%		195,889	434,133	45.1%
Transfers In		140,486	145,892	96.3%		1,329,243	1,313,026	101.2%			1,329,243	1,750,702	75.9%		1,338,879	1,777,806	75.3%
Total Revenues		\$ 946,116	\$ 1,131,985	83.6%		\$ 11,310,785	\$ 10,187,867	111.0%			\$ 11,310,785	\$ 13,583,823	83.3%		\$ 11,288,076	\$ 13,681,254	82.5%

YEAR-TO-DATE OVERVIEW

June 30th, 2022 marks the end of the ninth period, or third quarter, of the fiscal year. General Fund non-property tax revenue of \$7,288,528 is \$184,450 greater than projected. Total revenues (including Property Taxes) are \$11,222,918 greater than projected and are increased \$22,709, or 0.2%, over last fiscal year.

PROPERTY TAXES

Tax collection of \$4,022,257 is \$938,467 greater than projected and is increased \$362,204, or 9.9%, over last fiscal year. The majority of property tax payments are received during the first five months of the fiscal year.

SALES TAXES

Through June 30th \$2,453,217 of sales tax revenue has been received. Receipts are \$81,456 greater than projected and are increased \$349,275 over last fiscal year.

FRANCHISE FEES

Year-to-date Franchise Fees total \$992,090. Receipts are \$(54,407) less than projected but are increased 12.5%, or \$109,921, over last fiscal year.

INTERGOVERNMENTAL REVENUE

Intergovernmental revenue is comprised of local, county, state, and federal grants and reimbursements received by the city. Through June 30th, no intergovernmental revenue has been received. Last fiscal year, \$713,124 was received for covid relief.

MUNICIPAL COURT

Revenue of \$224,261 is \$(151,029) less than the year-to-date projection. Collections are decreased \$(340,090) from prior year.

LICENSES & PERMITS

Revenue of \$28,428 is \$(8,454) less than the year-to-date projection and is decreased \$(2,478) from FY 2021 receipts.

FEES & CHARGES FOR SERVICES

Fees & charges for services revenue year-to-date is \$1,950,703, which is \$178,300 greater than the year-to-date projection and is increased \$182,666, or 0.8%, over last fiscal year. This category is primarily made up of Sanitation Fees, EMS/Ambulance Service Fees, and Lake Jacksonville Leases.

INVESTMENT INCOME

Revenue of \$49,482 is \$26,982 greater than the year-to-date projection. Interest received on the City's investments was increased, \$18,757, over FY 2021.

MISCELLANEOUS RECEIPTS

As of June 30th, \$261,103 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.

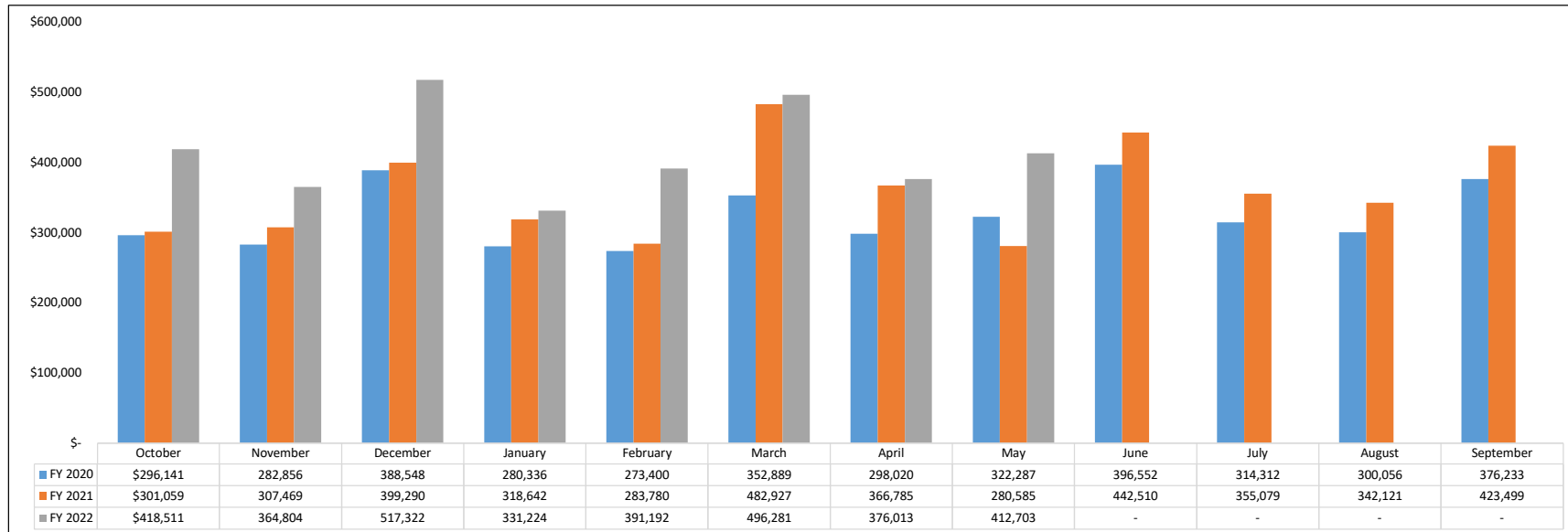
The monthly transfer schedule is as follows:

• Water/Wastewater Utility	\$ 136,011
• General Capital Projects	5,406
• Hotel/Motel Occ Tax	2,994
• Court Security	1,481



Sales Tax History: Fiscal Years 2020 - 2022

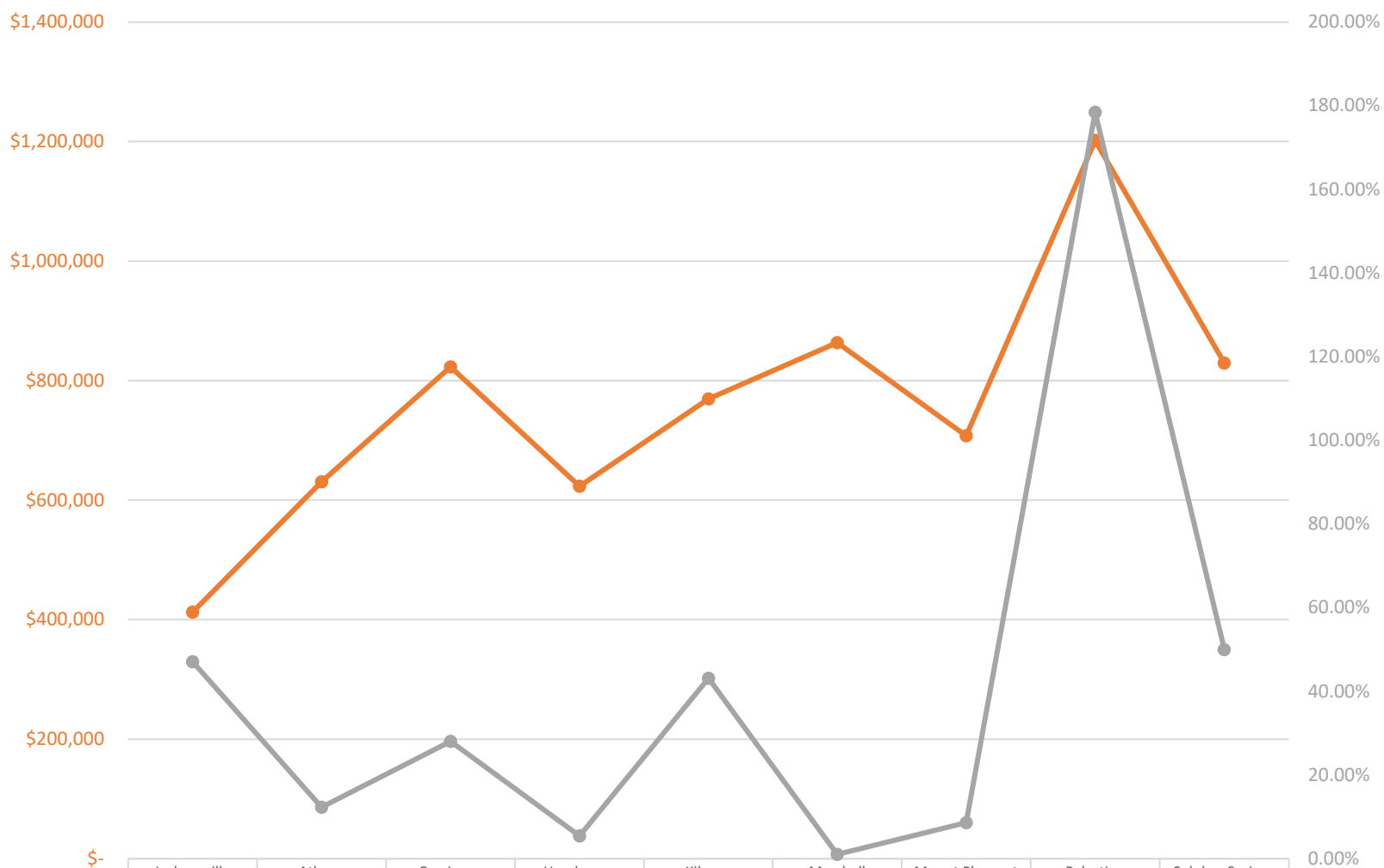
FY 2020					FY 2021					FY 2022				
	CITY 66.67%	JEDCO 33.33%	TOTAL 100.00%	CUMULATIVE TOTAL		CITY 66.67%	JEDCO 33.33%	TOTAL 100.00%	CUMULATIVE TOTAL		CITY 66.67%	JEDCO 33.33%	TOTAL 100.00%	CUMULATIVE TOTAL
October	\$ 197,428	\$ 98,714	\$ 296,141	\$ 296,141	October	\$ 200,706	\$ 100,353	\$ 301,059	\$ 301,059	October	\$ 279,008	\$ 139,504	\$ 418,511	\$ 418,511
November	188,571	94,285	282,856	578,998	November	204,980	102,490	307,469	608,528	November	243,203	121,601	364,804	783,316
December	259,032	129,516	388,548	967,546	December	266,193	133,097	399,290	1,007,818	December	344,882	172,441	517,322	1,300,638
January	186,890	93,445	280,336	1,247,881	January	212,428	106,214	318,642	1,326,460	January	220,816	110,408	331,224	1,631,863
February	182,267	91,133	273,400	1,521,282	February	189,187	94,593	283,780	1,610,240	February	260,794	130,397	391,192	2,023,054
March	235,260	117,630	352,889	1,874,171	March	321,951	160,976	482,927	2,093,167	March	330,854	165,427	496,281	2,519,335
April	198,680	99,340	298,020	2,172,191	April	244,523	122,262	366,785	2,459,952	April	250,676	125,338	376,013	2,895,348
May	214,858	107,429	322,287	2,494,478	May	187,057	93,528	280,585	2,740,537	May	275,135	137,568	412,703	3,308,051
June	264,368	132,184	396,552	2,891,030	June	295,007	147,503	442,510	3,183,047	June	-	-	-	3,308,051
July	209,542	104,771	314,312	3,205,342	July	236,719	118,360	355,079	3,538,126	July	-	-	-	3,308,051
August	200,037	100,019	300,056	3,505,398	August	228,081	114,040	342,121	3,880,247	August	-	-	-	3,308,051
September	250,822	125,411	376,233	3,881,631	September	282,333	141,166	423,499	4,303,746	September	-	-	-	3,308,051
	\$ 2,587,754	\$ 1,293,877	\$ 3,881,631			\$ 2,869,164	\$ 1,434,582	\$ 4,303,746			\$ 2,205,367	\$ 1,102,684	\$ 3,308,051	





City of Jacksonville, Texas
Financial Statement
As of June 30, 2022

Sales Tax FY 2022 - May - Period 8





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

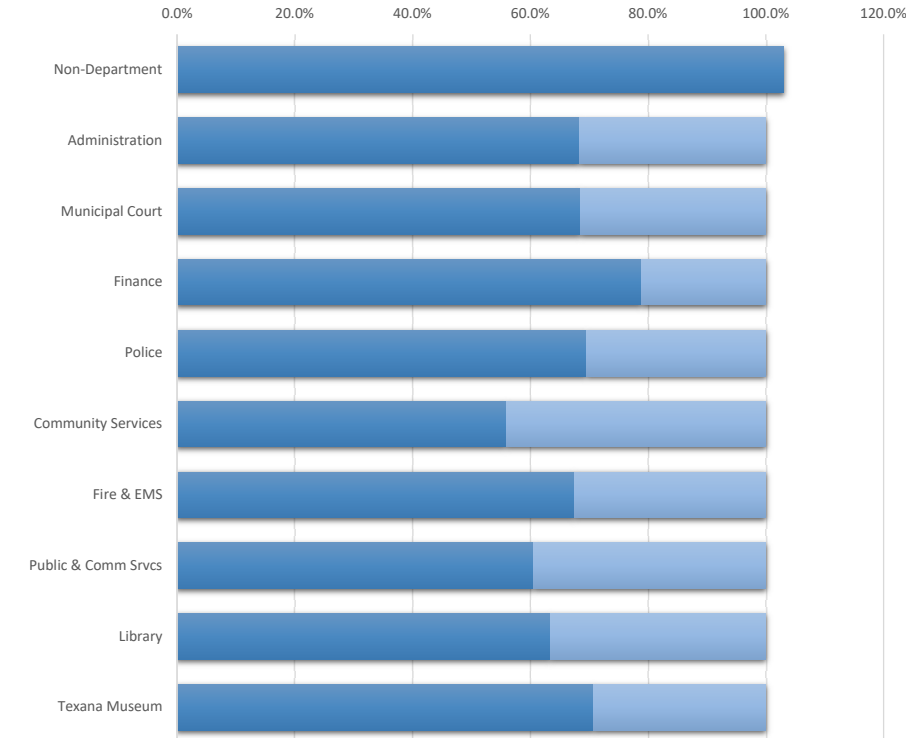
	Jacksonville			Athens	Corsicana	Henderson	Kilgore	Marshall	Mount Pleasant	Palestine	Sulphur Springs	Weighted Average
	2022 - 2019	2022 - 2020	2022 - 2021									
	% Δ Month	% Δ Month	% Δ Month	% Δ Month	% Δ Month	% Δ Month	% Δ Month	% Δ Month	% Δ Month	% Δ Month	% Δ Month	% Δ Month
Oct-21	22.4%	17.5%	14.0%	14.2%	16.1%	14.2%	31.3%	-8.7%	6.5%	17.3%	10.5%	11.3%
Nov-21	28.4%	22.9%	12.6%	18.4%	28.4%	25.8%	43.6%	21.7%	4.1%	4.1%	11.3%	18.8%
Dec-21	42.3%	41.3%	39.0%	6.6%	9.3%	26.2%	28.4%	10.6%	13.9%	12.0%	14.6%	16.2%
Jan-22	31.4%	29.0%	18.6%	31.8%	29.1%	29.4%	47.1%	20.3%	19.7%	32.1%	19.8%	27.1%
Feb-22	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	41.6%	43.1%	37.9%	24.5%	62.4%	28.4%	43.7%	22.0%	19.0%	24.9%	19.9%	30.9%
May-22	42.3%	40.6%	2.8%	17.4%	3.8%	36.7%	6.5%	-3.3%	0.4%	-4.1%	-6.6%	5.0%
Jun-22	24.3%	26.2%	2.5%	7.2%	7.6%	9.6%	20.2%	9.9%	0.0%	24.8%	6.7%	9.7%
Jul-22	42.1%	28.1%	47.1%	12.3%	28.1%	5.5%	43.2%	1.1%	8.6%	178.4%	50.0%	34.4%
Aug-22												
Sep-22												
	2022 - 2019	2022 - 2020	2022 - 2021									
	% Δ YTD	% Δ YTD	% Δ YTD	% Δ YTD	% Δ YTD	% Δ YTD	% Δ YTD	% Δ YTD	% Δ YTD	% Δ YTD	% Δ YTD	% Δ YTD
Oct-21	22.4%	17.5%	14.0%	14.2%	16.1%	14.2%	31.3%	-8.7%	6.5%	17.3%	10.5%	11.3%
Nov-21	25.6%	20.4%	13.2%	16.5%	22.7%	20.5%	38.0%	8.0%	5.2%	9.8%	10.9%	15.4%
Dec-21	31.1%	27.1%	21.2%	13.3%	18.4%	22.2%	34.9%	8.8%	7.9%	10.5%	12.1%	15.7%
Jan-22	31.1%	27.5%	20.6%	17.4%	20.9%	23.9%	37.8%	11.5%	10.8%	15.3%	14.0%	18.3%
Feb-22	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	33.7%	29.3%	22.0%	16.2%	20.4%	22.3%	31.7%	12.7%	12.3%	13.7%	14.1%	17.8%
May-22	34.9%	30.9%	18.6%	16.4%	17.8%	24.7%	27.4%	10.0%	10.4%	10.6%	10.8%	15.7%
Jun-22	33.8%	30.4%	16.7%	15.3%	16.5%	22.8%	26.5%	10.0%	9.2%	12.2%	10.3%	15.0%
Jul-22	34.6%	30.1%	19.2%	15.0%	17.6%	20.9%	28.1%	9.1%	9.1%	25.4%	13.9%	16.9%
Aug-22												
Sep-22												

"Month" is month in which revenue is received.



GENERAL FUND EXPENDITURES

	June 2022			Prior Year		
	YTD Actual	Annual Budget	% of Budget	YTD Actual	Annual Budget	% of Budget
Non-Department	\$ 247,494	\$ 240,233	103.0%	\$ 726,016	\$ 1,100,038	66.0%
Administration	684,666	1,000,735	68.4%	762,262	1,025,221	74.4%
Municipal Court	156,149	227,618	68.6%	152,769	207,393	73.7%
Finance	310,253	393,064	78.9%	298,373	358,374	83.3%
Police	2,415,827	3,474,383	69.5%	2,288,042	3,424,368	66.8%
Community Services	232,803	416,306	55.9%	175,154	298,496	58.7%
Fire & EMS	2,231,398	3,309,003	67.4%	2,251,358	3,315,312	67.9%
Public & Comm Svcs	1,932,072	3,189,062	60.6%	1,845,532	3,391,383	54.4%
Library	232,309	366,531	63.4%	222,186	354,526	62.7%
Texana Museum	17,687	24,988	70.8%	16,098	23,680	68.0%
Total Expenditures	\$ 8,460,657	\$ 12,641,921	66.9%	\$ 8,737,790	\$ 13,498,790	64.7%



YEAR-TO-DATE OVERVIEW

June 30th, 2022, marks the end of the ninth period, or third quarter, of the FY 2022 budget year. The year-to-date budget percentage for budgetary comparison is therefore 75.0%. Total General Fund expenditures of \$8,460,657 are below budgetary expectations at 66.9% expended.

Non-Department

Non-Department expenditures, through June 30th, are at 103.0% of budgeted expectations. Payment of annual general liability insurance for property, plant, and equipment exceeded budgeted expectations by \$38,869. Asbestos abatement was not budgeted and cost \$22,333. The compensation and classification study was not budgeted but is paid from this department.

Finance

The Finance Department exceeds year-to-date budget expectations at this time. The variance to budget is related to four quarterly payments to the Cherokee County Appraisal District for appraisal, billing, and collections services; 100% of the annual payments have been made.

Capital Outlay

The FY 2022 Capital Budget for both the General and General Capital Projects Funds is \$2,783,899. Through June 30th, \$2,046,523, or 73.5%, of the annual budgets have been spent as described below.

FY 2022 CAPITAL EXPENDITURES

Police/Fire	Public Safety Complex	\$ 824,459
Fleet	2022 City Fleet Program	754,681
Police/Fire	Communication Tower	270,828
Police	Three Patrol Vehicles	115,711
Police	Reimburse For Prior Year Patrol Vehicle	(50,096)
Police	Radio Interface Hardware And Software	48,622
Library	Library Books & Materials	29,962
Cemetery	Cemetery Mapping Software	28,439
Police	Taser Lease	7,800
Community Services	Animal Shelter Building Improvements	7,155
Fire	Fire St. No. 2 Remodel	6,903
IT	Computer Replacement Program	6,821
Non-Department	Love's Lookout Bike Trail	2,750
Administration	City Hall Courtyard Access Improvements	1,850
Community Services	Vehicle Graphics Unit #2175	925
Library	Library Relocation Project	(10,287)
		<u>\$ 2,046,523</u>



UTILITY FUND REVENUES

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

	June 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		583,798	487,890	119.7%			4,129,253	4,391,014	94.0%		4,129,253	5,854,685	70.5%		4,207,759	6,115,385	68.8%	
Investment Income		1,477	1,465	100.8%			18,627	13,185	141.3%		18,627	17,580	106.0%		13,230	30,000	44.1%	
Miscellaneous Receipts		-	350	0.0%			23,011	3,150	730.5%		23,011	4,200	547.9%		4,585	4,060	112.9%	
Transfers In		-	-	0.0%			(7,278)	-	0.0%		(7,278)	-	0.0%		-	-	0.0%	
Total Revenues		\$ 585,275	\$ 489,705	119.5%			\$ 4,163,613	\$ 4,407,349	94.5%		\$ 4,163,613	\$ 5,876,465	70.9%		\$ 4,225,574	\$ 6,149,445	68.7%	

YEAR-TO-DATE OVERVIEW

Total Utility Fund revenue of \$4,163,613 ended June \$(243,736) less than the year-to-date projection and \$(61,961) below prior year collections. The decrease from prior year is the result of lower water sales and fines and forfeitures fees.

WATER SALES

Revenue totaling \$2,305,547 was \$(167,828) less than the year-to-date projection. Water sales, through June, are down about (3.0) % when compared to FY 2021.

For the month of June, the city billed out 100,517,070 gallons of water. This amount is 41.5% greater than gallons billed June 2021. Year-to-date, the city has billed out 594,951,640 gallons. This amount is 96.2% of FY 2021 year-to-date billing.

SEWER CHARGES

Revenues of \$1,612,775 were \$(69,631) less than the monthly projection. However, billing was up about 0.4%, or \$6,703, when compared to June 2021. Sanitary sewer billings are driven by water consumption.

OTHER CHARGES FOR SERVICE

Revenue of \$38,007 ended June \$(2,761) 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 \$172,923 ended June \$(21,542) 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 \$18,627 finished the month up about 41.3% over the projection and \$5,397 greater than prior year receipts.

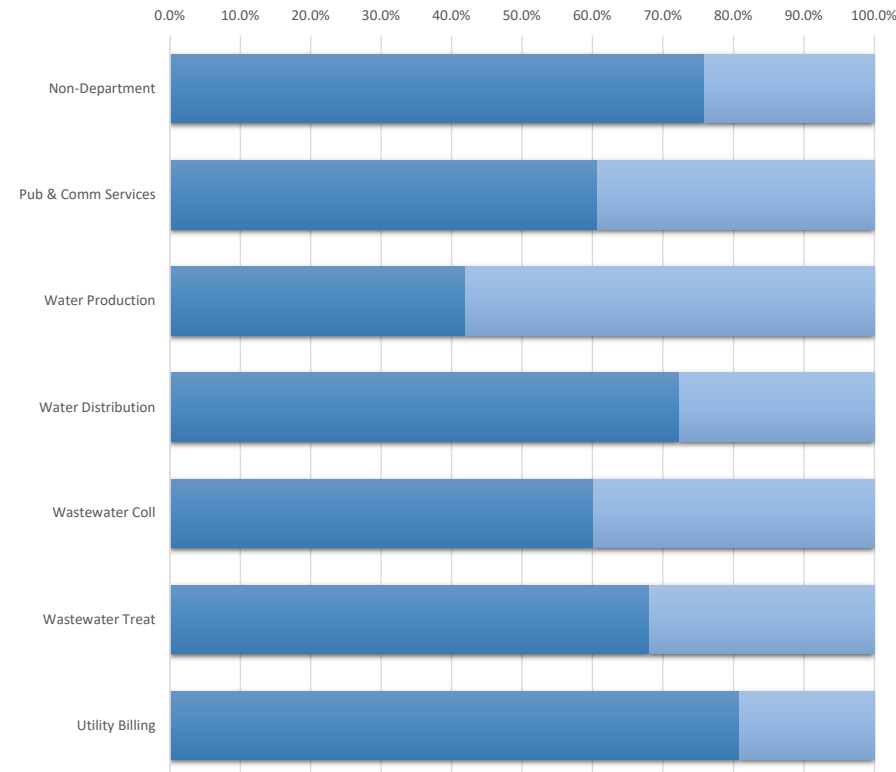
MISCELLANEOUS RECEIPTS

Miscellaneous revenue includes revenues from sources not classified elsewhere, such as sale of items not normally held for resale, collections and recoveries. Increased revenue from rebates & discounts account for the variance to budget and increase over prior year receipts.



UTILITY FUND EXPENDITURES

	June 2022				Prior Year		
	YTD Actual	Annual Budget	% of Budget		YTD Actual	Annual Budget	% of Budget
Non-Department	\$ 1,675,002	\$ 2,207,549	75.9%		\$ 1,729,910	\$ 2,269,237	76.2%
Pub & Comm Services	484,161	796,965	60.8%		483,252	763,462	63.3%
Water Production	324,252	773,492	41.9%		376,429	533,189	70.6%
Water Distribution	383,494	530,609	72.3%		311,585	493,442	63.1%
Wastewater Coll	389,829	648,872	60.1%		304,938	511,880	59.6%
Wastewater Treat	512,177	753,026	68.0%		566,464	781,654	72.5%
Utility Billing	350,938	433,880	80.9%		305,742	358,494	85.3%
GIS	-	-	0.0%		2,990	10,741	27.8%
Total Expenditures	\$ 4,119,853	\$ 6,144,394	67.1%		\$ 4,081,311	\$ 5,722,099	71.3%



OVERVIEW

June 30th, 2022, marks the end of the ninth period, or third quarter, of the FY 2022 budget year. The year-to-date budget percentage for budgetary comparison is therefore 75.0%. Year to date expenditures total \$4,119,853, or 67.1%, of the budget.

NON-DEPARTMENT

Non-Department expenses, at \$1,675,002, represent 75.9% of the annual budgeted amount. Payment of annual general liability insurance for property, plant, and equipment explains the variance to budget.

PUBLIC & COMMUNITY SERVICES ADMINISTRATION

At \$484,161, the Public & Community Services Administration Department expended 60.8% of the annual budget amount.

WATER PRODUCTION

The Water Production department ended the month at \$324,252, or 41.9%, of the annual budget amount.

WATER DISTRIBUTION

At \$383,494, the Water Distribution department expended 72.3% of the annual budget amount.

WASTEWATER COLLECTION

Wastewater Collection expended \$389,829, or 60.1% of the department's annual budget.

WASTEWATER TREATMENT

The Wastewater Treatment budget, expended through June, was \$512,177 which represents 68.0% of the departments operating budget.

UTILITY BILLING

The Utility Billing department ended the month at \$350,938, or 80.9% 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 June 30th

FY 2022 CAPITAL EXPENDITURES		
Fleet	2022 City Fleet Program	\$ 340,830
Wastewater Collection	4" self prime pump	40,118
Wastewater Treatment	Control panel box and flygt pumps	21,680
		<u>\$ 402,628</u>



FUND BALANCE SUMMARY (unaudited)

Fund	Beginning Fund Balance 09/30/2021	Revenue	Expense	Ending Fund Balance 06/30/2022	Target Fund Balance	Over / (Under) Target Fund Balance
101 GENERAL FUND	\$ 3,872,088.76	\$ 11,310,785.08	\$ 8,460,657.07	\$ 6,722,216.77	\$ 2,528,384.30	\$ 4,193,832.47
102 DEBT SERVICE FUND	154,005.22	1,613,420.28	728,619.62	1,038,805.88	158,816.02	879,989.86
103 CAPITAL PROJECTS FUND (GENERAL)	1,149,938.78	1,400,399.49	2,498,305.12	52,033.15		
110 GRANT FUND	363,984.72	1,078,211.72	444,257.89	997,938.55		
Total Major Governmental Funds	5,540,017.48	15,402,816.57	12,131,839.70	8,810,994.35		
111 HOTEL / MOTEL OCCUPANCY TAX FUND	679,174.86	1,294,645.69	707,069.70	1,266,750.85		
112 COURT TECHNOLOGY FUND	-	(7,478.66)	14,141.00	(21,619.66)		
113 COURT SECURITY FUND	151,744.03	6,190.68	13,331.52	144,603.19		
114 COURT CHILD SAFETY TRUST FUND	10,877.46	592.44	-	11,469.90		
115 POLICE STATE FORFEITURE FUND	11,029.28	449.63	-	11,478.91		
116 POLICE FEDERAL FORFEITURE FUND	9,216.60	64.70	2,850.00	6,431.30		
119 WAR MEMORIAL FUND	9,777.23	73.71	805.95	9,044.99		
Total Nonmajor Governmental Funds	871,819.46	1,294,538.19	738,198.17	1,428,159.48		
201 WATER & WASTEWATER UTILITY FUND	1,953,248.61	4,163,613.33	4,119,853.06	1,997,008.88	1,515,056.16	481,952.72
203 CAPITAL PROJECTS FUND (UTILITY)	2,204,450.39	639,415.12	1,241,497.79	1,602,367.72		
Total Enterprise Funds	4,157,699.00	4,803,028.45	5,361,350.85	3,599,376.60		
301 BEAUTIFICATION FUND	21,992.66	7,260.66	12,840.67	16,412.65		
Total Fiduciary Fund	21,992.66	7,260.66	12,840.67	16,412.65		
Grand Total- All Funds	\$ 10,591,528.60	\$ 21,507,643.87	\$ 18,244,229.39	\$ 13,854,943.08		



City of Jacksonville, Texas
Financial Statement
As of June 30, 2022

		Original Total Budget	Current Total Budget	M-T-D Activity	Y-T-D Activity	% of Budget	Budget Remaining	Prior Year Y-T-D Activity	INC/(DEC) Prior Year
101 -GENERAL FUND- DETAIL									
REVENUE									
41-TAXES									
101-41400	AD VALOREM TAX- CURRENT	\$ 3,949,769	\$ 3,949,769	\$ 34,028	\$ 3,856,869	97.6%	\$ 92,900	\$ 3,551,647	\$ 305,222
101-41401	AD VALOREM TAX- PRIOR	97,954	97,954	6,448	91,937	93.9%	6,017	56,845	35,093
101-41402	AD VALOREM TAX- PENALTY & INTEREST	59,247	59,247	6,220	66,687	112.6%	(7,440)	45,810	20,877
101-41403	AD VALOREM TAX- MISCELLANEOUS	4,749	4,749	-	6,763	142.4%	(2,014)	5,751	1,012
101-41404	SALES TAX	2,698,682	3,144,373	250,676	2,440,646	77.6%	703,727	2,090,828	349,818
101-41405	SALES TAX- TIMELY FILING DISCOUNT	450	450	43	333	74.0%	117	362	(29)
101-41406	MIXED BEVERAGE TAX	17,526	17,526	1,446	12,239	69.8%	5,287	12,752	(514)
*** REVENUE CATEGORY TOTALS ***		6,828,377	7,274,068	298,860	6,475,474	89.0%	798,594	5,763,995	711,479
42-FRANCHISE FEES									
101-42410	ROW RENTAL FEES- ELECTRICITY	505,000	505,000	-	385,693	76.4%	119,307	372,852	12,842
101-42411	ROW RENTAL FEES- GAS UTILITIES	130,000	130,000	-	100,308	77.2%	29,692	103,000	(2,692)
101-42412	ROW RENTAL FEES- TELECOM	22,000	22,000	-	13,683	62.2%	8,317	15,150	(1,466)
101-42413	ROW RENTAL FEES- CABLE TV	128,064	128,064	2	88,720	69.3%	39,344	94,952	(6,232)
101-42414	SANITATION FRANCHISE FEES	104,111	104,111	9,111	92,408	88.8%	11,703	75,901	16,508
101-42415	LANDFILL CONTRACT FEES	373,426	506,154	36,845	311,277	61.5%	194,877	220,316	90,962
*** REVENUE CATEGORY TOTALS ***		1,262,601	1,395,329	45,959	992,090	71.1%	403,239	882,169	109,921
43-INTERGOVERNMENTAL REVENUE									
101-43427	MISCELLANEOUS GRANT REVENUE	-	-	-	-	0.0%	-	713,124	(713,124)
*** REVENUE CATEGORY TOTALS ***		-	-	-	-	0.0%	-	713,124	(713,124)
44-FINES & FORFEITURE									
101-44440	MUNICIPAL COURT- ADMINISTRATION FEES	240,000	240,000	10,576	18,415	7.7%	221,585	228,751	(210,336)
101-44444	MUNICIPAL COURT- FINES	450,000	244,811	12,310	200,963	82.1%	43,848	323,756	(122,793)
101-44445	MUNICIPAL COURT- JUDICIAL ADMIN FUND	300	300	56	92	30.6%	208	161	(69)
101-44446	MUNICIPAL COURT- JURY FUND	276	276	6	94	34.0%	182	228	(134)
101-44447	MUNICIPAL COURT- TRUANCY PREVENTION & DIVERSION	15,000	15,000	301	4,698	31.3%	10,302	11,455	(6,757)
*** REVENUE CATEGORY TOTALS ***		705,576	500,387	23,248	224,261	44.8%	276,126	564,351	(340,090)
45-LICENSE & PERMITS									
101-45450	BEER & WINE PERMIT-OFF PREMISE	210	210	30	128	60.7%	83	90	38
101-45451	BUILDING PERMITS	24,000	24,000	1,159	12,365	51.5%	11,635	17,322	(4,957)
101-45452	DEMOLITION PERMITS	1,100	1,100	-	800	72.7%	300	400	400
101-45453	ELECTRICAL PERMITS & LICENSES	10,500	10,500	869	4,138	39.4%	6,362	3,360	779
101-45454	EXCAVATION PERMITS	-	-	50	375	0.0%	(375)	-	375
101-45455	HEALTH PERMITS	908	908	-	30	3.3%	878	420	(390)
101-45457	MECHANICAL PERMITS	3,000	3,000	148	2,864	95.5%	136	2,026	838
101-45458	OUTDOOR BURNING PERMITS	660	660	-	850	128.8%	(190)	300	550
101-45459	PLAT PERMITS	200	200	62	284	142.0%	(84)	156	129
101-45460	PLUMBING & GAS PERMITS	8,397	8,397	465	4,944	58.9%	3,453	6,533	(1,589)
101-45461	SIGN PERMITS	-	-	75	750	0.0%	(750)	-	750
101-45462	SPRINKLER SYSTEM PERMITS	-	-	50	250	0.0%	(250)	-	250
101-45463	SYSTEMS/MISCELLANEOUS PERMITS	200	200	-	-	0.0%	200	300	(300)



City of Jacksonville, Texas
Financial Statement
As of June 30, 2022

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101-45464	VARIANCE PERMITS	-	-	-	150	0.0%	(150)	-	150
101-45465	VENDOR PERMITS	-	-	100	200	0.0%	(200)	-	200
101-45466	ZONING PERMITS	-	-	-	300	0.0%	(300)	-	300
*** REVENUE CATEGORY TOTALS ***		49,175	49,175	3,008	28,428	57.8%	20,747	30,906	(2,478)
46-FEES & CHARGES FOR SERVICES									
101-46470	AMBULANCE FEES	969,820	772,889	67,064	586,174	75.8%	186,715	622,894	(36,720)
101-46471	AMBULANCE MEMBERSHIP FEES	26,868	26,868	2,144	19,896	74.1%	6,972	20,056	(160)
101-46472	ACCOUNT TRANSFER FEES	8,000	8,000	800	5,400	67.5%	2,600	5,800	(400)
101-46473	LAKE LOT LEASE FEES	75,790	75,790	191,344	229,403	302.7%	(153,613)	73,390	156,013
101-46474	FUEL PUMP SALES	85,000	85,000	23,468	54,740	64.4%	30,260	40,841	13,899
101-46475	CAMPGROUND RENTAL FEES	70,500	70,500	9,910	62,763	89.0%	7,737	52,959	9,804
101-46476	CONCESSION SALES	-	-	-	-	0.0%	-	150	(150)
101-46477	SANITATION FEES	1,226,572	1,226,572	103,320	914,776	74.6%	311,796	889,814	24,962
101-46478	GARBAGE CAN RENTAL FEES	23,331	23,331	1,754	16,499	70.7%	6,832	17,507	(1,008)
101-46479	SPECIAL PICK UP FEES	4,360	4,360	3,389	13,214	303.1%	(8,854)	2,585	10,629
101-46492	WRITE-OFF COLLECTIONS	100	100	-	-	0.0%	100	79	(79)
101-46493	POLICE DEPT FEES	3,420	3,420	-	1,728	50.5%	1,692	9,203	(7,475)
101-46494	ANIMAL SERVICES FEES	11,424	11,424	320	6,170	54.0%	5,254	8,292	(2,122)
101-46496	CEMETERY LOT SALES	24,000	24,000	610	17,950	74.8%	6,050	16,080	1,870
101-46497	INDUSTRIAL PARK RENTAL	12,000	12,000	-	13,368	111.4%	(1,368)	8,000	5,368
101-46498	LIBRARY FEES	18,951	18,951	1,277	8,321	43.9%	10,630	387	7,934
101-46500	RENTAL FEES	-	-	-	300	0.0%	(300)	-	300
*** REVENUE CATEGORY TOTALS ***		2,560,136	2,363,205	405,399	1,950,703	82.5%	412,502	1,768,038	182,666
47-INVESTMENT INCOME									
101-47510	INTEREST INCOME	30,000	30,000	7,850	49,482	164.9%	(19,482)	30,725	18,757
*** REVENUE CATEGORY TOTALS ***		30,000	30,000	7,850	49,482	164.9%	(19,482)	30,725	18,757
48-MISCELLANEOUS RECEIPTS									
101-48515	MISCELLANEOUS REVENUE	20,000	20,000	131	6,320	31.6%	13,680	149,981	(143,661)
101-48516	PRIOR YEARS REIMBURSEMENTS	-	-	-	1,160	0.0%	(1,160)	-	1,160
101-48517	REBATES & DISCOUNTS	17,250	17,250	-	39,547	229.3%	(22,297)	13,751	25,796
101-48518	INSURANCE PROCEEDS	-	75,000	20,492	116,384	155.2%	(41,384)	16,210	100,174
101-48519	LIBRARY DONATIONS	2,400	2,400	-	-	0.0%	2,400	1,955	(1,955)
101-48522	SALE OF CAPITAL EQUIPMENT	-	-	-	-	0.0%	-	1	(1)
101-48523	SALE OF CAPITAL PROPERTY	-	87,307	-	87,307	100.0%	0	-	87,307
101-48524	SALE OF LAKE LOTS	-	-	-	-	0.0%	-	607	(607)
101-48525	SALE OF CAPITAL VEHICLES	-	19,000	-	19,000	100.0%	-	12,501	6,499
101-48528	CASH OVER/SHORT	-	-	-	(96)	0.0%	96	(367)	272
101-48532	DESIGNATED DONATIONS- STATE OF THE CITY DONATIONS	-	-	-	1,000	0.0%	(1,000)	-	1,000
101-48533	DESIGNATED DONATIONS- CRIME PREVENTION DONATIONS	-	-	(284)	(284)	0.0%	284	-	(284)
101-48534	DESIGNATED DONATIONS- POLICE DONATIONS	-	-	592	(328)	0.0%	328	-	(328)
101-48535	DESIGNATED DONATIONS- ANIMAL SHELTER DONATIONS	-	-	142	1,719	0.0%	(1,719)	1,250	469
101-48536	DESIGNATED DONATIONS- FIRE/EMS DONATIONS	-	-	-	(400)	0.0%	400	-	(400)
101-48537	DESIGNATED DONATIONS- PARKS & REC DONATIONS	-	-	(333)	(333)	0.0%	333	-	(333)
101-48538	DESIGNATED DONATIONS- LAKE JACKSONVILLE DONATIONS	-	-	-	(17,500)	0.0%	17,500	-	(17,500)
101-48539	DESIGNATED DONATIONS- LIBRARY DONATIONS	-	-	42	4,805	0.0%	(4,805)	-	4,805
101-48540	DESIGNATED DONATIONS- MUSEUM DONATIONS	-	-	524	2,803	0.0%	(2,803)	-	2,803



City of Jacksonville, Texas
Financial Statement
As of June 30, 2022

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101-48541	DESIGNATED DONATIONS- LIBRARY NWSPPR DGTZTN	-	-	-	-	0.0%	-	-	-
	*** REVENUE CATEGORY TOTALS ***	39,650	220,957	21,306	261,103	118.2%	(40,146)	195,889	65,215
	49-TRANSFERS IN								
101-49551	TRANSFER FROM COURT TECHNOLOGY FUND	-	-	-	-	0.0%	-	5,525	(5,525)
101-49552	TRANSFER FROM COURT SECURITY FUND	17,775	17,775	1,481	13,332	75.0%	4,444	13,157	174
101-49553	TRANSFER FROM UTILITY FUND	1,632,130	1,632,130	136,011	1,224,097	75.0%	408,033	1,293,172	(69,075)
101-49554	TRANSFER FROM HOTEL/MOTEL OCC TAX FUND	35,927	35,927	2,994	26,945	75.0%	8,982	27,025	(79)
101-49556	TRANSFER FROM GEN CAPITAL PROJECTS FUND	-	64,869	-	64,869	100.0%	-	-	64,869
	*** REVENUE CATEGORY TOTALS ***	1,685,833	1,750,702	140,486	1,329,243	75.9%	421,458	1,338,879	(9,636)
	*** TOTAL REVENUE ***	13,161,348	13,583,823	946,116	11,310,785	83.3%	2,273,038	11,288,076	22,709
	10 -GENERAL FUND- DETAIL EXPENSE								
	51-EMPLOYEE SERVICES								
101-51600	SUPERVISION	1,049,704	1,049,704	75,843	736,855	70.2%	312,849	697,117	39,738
101-51601	OPERATIONAL	3,864,238	3,745,627	276,974	2,428,159	64.8%	1,317,468	2,497,274	(69,115)
101-51602	PERMANENT PART-TIME	123,196	123,196	5,128	53,087	43.1%	70,109	58,067	(4,980)
101-51604	SEASONAL PART-TIME POOL	32,256	32,256	4,797	4,797	14.9%	27,460	5,809	(1,012)
101-51605	SEASONAL PART-TIME SUMMER	-	-	-	-	0.0%	-	7,200	(7,200)
101-51607	OVERTIME- TRANSFER TRUCK	112,743	112,743	4,232	45,139	40.0%	67,604	62,650	(17,511)
101-51608	CONTRACT INSPECTION STIPEND	2,000	2,000	-	-	0.0%	2,000	-	-
101-51609	FIELD TRAINING OFFICER STIPEND	11,420	11,420	2,180	12,117	106.1%	(697)	8,620	3,497
101-51610	HR STIPEND	12,000	12,000	1,000	8,355	69.6%	3,645	8,405	(50)
101-51611	K9 CARE STIPEND	7,040	7,040	542	4,921	69.9%	2,119	2,456	2,465
101-51612	ON CALL STIPEND	7,405	7,405	585	5,514	74.5%	1,891	4,619	894
101-51613	BI-LINGUAL PAY	19,800	21,300	2,250	17,105	80.3%	4,196	12,439	4,665
101-51614	CERTIFICATION PAY	133,500	133,500	9,150	78,731	59.0%	54,769	77,407	1,325
101-51615	DIFFERENTIAL PAY	31,500	31,500	1,663	15,748	50.0%	15,752	24,513	(8,764)
101-51616	EDUCATION PAY	30,000	30,000	2,425	18,629	62.1%	11,371	21,872	(3,244)
101-51617	LONGEVITY PAY	38,748	38,748	2,758	25,303	65.3%	13,445	25,773	(470)
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	1,345	67.2%	655	4,215	(2,870)
101-51621	CELL PHONE ALLOWANCE	5,460	5,460	315	2,897	53.1%	2,563	3,135	(238)
101-51622	CLOTHING ALLOWANCE	3,500	3,500	-	745	21.3%	2,755	4,000	(3,255)
101-51623	OVERTIME- CALL-OUT	26,332	26,332	5,357	20,343	77.3%	5,989	14,816	5,527
101-51624	OVERTIME- COURT	4,633	4,633	328	3,153	68.1%	1,480	792	2,361
101-51625	OVERTIME- FIRE PREVENTION	1,591	1,591	-	393	24.7%	1,198	-	393
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	1,596	2,627	91.9%	231	969	1,659
101-51628	OVERTIME- LAKE PUBLIC SAFETY	3,000	3,000	418	418	13.9%	2,582	1,827	(1,409)
101-51629	OVERTIME- LATE CALLS	37,767	37,767	3,783	26,340	69.7%	11,427	15,621	10,719
101-51630	OVERTIME- TRAINING	53,364	53,364	2,793	22,267	41.7%	31,097	7,348	14,920
101-51632	OVERTIME- SCHEDULED (MANDATED)	261,300	261,300	15,687	148,517	56.8%	112,782	152,549	(4,031)
101-51633	OVERTIME- SHIFT COVERAGE	149,918	149,918	11,116	124,198	82.8%	25,720	112,390	11,808
101-51634	OVERTIME- SPECIAL EVENTS	11,476	11,476	1,054	5,907	51.5%	5,569	1,002	4,904
101-51635	OVERTIME- TOMATO BOWL	-	-	162	251	0.0%	(251)	528	(277)



City of Jacksonville, Texas
Financial Statement
As of June 30, 2022

		Original Total Budget	Current Total Budget	M-T-D Activity	Y-T-D Activity	% of Budget	Budget Remaining	Prior Year Y-T-D Activity	INC/(DEC) Prior Year
101-51636	OVERTIME- TRAFFIC STEP	14,256	14,256	-	2,315	16.2%	11,941	4,665	(2,350)
101-51638	FICA	461,943	465,113	31,863	287,401	61.8%	177,712	290,899	(3,498)
101-51639	DENTAL INSURANCE	32,494	32,494	2,486	20,914	64.4%	11,580	21,441	(527)
101-51640	HEALTH INSURANCE	675,743	681,785	55,019	445,277	65.3%	236,508	441,422	3,854
101-51641	LIFE INSURANCE	1,872	1,872	147	1,196	63.9%	676	1,225	(29)
101-51642	TMRS	637,983	641,438	44,615	413,092	64.4%	228,346	417,499	(4,407)
101-51643	WORKER'S COMPENSATION	111,401	111,401	7,921	77,158	69.3%	34,244	88,011	(10,853)
101-51644	CONTRA WAGE EXPENSE	(14,256)	(14,256)	(357)	(2,144)	15.0%	(12,112)	(5,319)	3,175
101-51645	UNEMPLOYMENT	-	-	-	335	0.0%	(335)	(116)	451
101-51646	CONTRACT LABOR	203,500	125,375	8,009	73,314	58.5%	52,061	86,140	(12,825)
101-51647	BENEFIT ADMINISTRATION	4,968	4,968	(6)	(1,610)	-32.4%	6,578	4,990	(6,601)
101-51648	EMPLOYEE TESTING	6,402	6,402	630	3,222	50.3%	3,180	2,625	597
101-51649	OTHER EMPLOYEE COSTS	16,300	16,300	2,297	3,960	24.3%	12,340	4,820	(861)
101-51650	RECRUITING & RETENTION	-	-	(2,297)	-	0.0%	-	-	-
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	8,140,207	582,628	5,233,275	64.3%	2,906,932	5,326,627	(93,353)
52-MAINTENANCE									
101-52700	R/M BUILDINGS & STRUCTURES	72,387	72,387	7,379	50,483	69.7%	21,904	46,592	3,891
101-52701	R/M EQUIPMENT & MACHINERY	123,607	123,607	12,844	71,827	58.1%	51,780	71,672	155
101-52705	R/M MOTOR VEHICLES	57,383	111,548	6,381	92,737	83.1%	18,811	57,834	34,903
101-52706	R/M OFFICE EQUIPMENT	1,200	1,200	-	410	34.2%	790	180	230
101-52707	R/M PARKS	52,250	52,250	26,117	63,128	120.8%	(10,878)	52,376	10,752
101-52708	R/M RADIO COMMUNICATION	6,000	6,000	240	1,882	31.4%	4,118	3,019	(1,137)
101-52709	R/M SIDEWALKS CULVERTS BRIDGES	50,000	50,000	1,150	15,623	31.2%	34,377	9,012	6,611
101-52710	R/M STREETS & ALLEYS	245,000	245,000	14,483	38,053	15.5%	206,947	33,176	4,877
101-52712	R/M WATER & WASTEWATER MAINS	-	-	-	-	0.0%	-	18,087	(18,087)
101-52715	DAMAGES & CLAIMS	3,000	11,358	4,375	58,487	514.9%	(47,129)	11,698	46,790
*** EXPENSE CATEGORY TOTALS ***		610,827	673,350	72,969	392,631	58.3%	280,719	303,645	88,986
53-UTILITIES									
101-53730	ELECTRICITY	298,937	298,937	29,840	198,171	66.3%	100,766	195,932	2,240
101-53731	NATURAL GAS	29,288	29,288	563	17,990	61.4%	11,298	11,776	6,214
101-53732	PHONE/CABLE/INTERNET	134,439	134,439	14,423	113,631	84.5%	20,807	94,525	19,106
101-53733	WATER/SEWER & GARBAGE	33,828	33,828	13,962	27,392	81.0%	6,436	19,928	7,464
*** EXPENSE CATEGORY TOTALS ***		496,492	496,492	58,788	357,185	71.9%	139,307	322,161	35,024
54-SUPPLIES									
101-54740	AMBULANCE SUPPLIES	48,616	48,616	5,115	27,586	56.7%	21,030	32,804	(5,218)
101-54741	ANIMAL CARE SUPPLIES	5,950	5,950	564	4,661	78.3%	1,289	1,876	2,784
101-54742	ANIMAL FOOD	13,480	13,480	427	3,453	25.6%	10,027	1,968	1,485
101-54743	BOOK SUPPLIES	6,010	6,010	469	2,894	48.2%	3,116	1,221	1,674
101-54744	BOTANICAL SUPPLIES	2,150	2,150	-	224	10.4%	1,926	30	194
101-54745	CASH OVER/SHORT	-	-	(22)	2,350	0.0%	(2,350)	31	2,319
101-54746	CHEMICAL SUPPLIES	52,125	52,125	2,186	16,771	32.2%	35,354	21,617	(4,846)
101-54749	FIRE ARM TRAINING SUPPLIES	6,000	6,000	-	8,216	136.9%	(2,216)	4,099	4,117
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	50	(50)



City of Jacksonville, Texas
Financial Statement
As of June 30, 2022

		Original Total Budget	Current Total Budget	M-T-D Activity	Y-T-D Activity	% of Budget	Budget Remaining	Prior Year Y-T-D Activity	INC/(DEC) Prior Year
101-54752	FOOD	17,312	17,312	1,628	14,620	84.5%	2,692	16,070	(1,449)
101-54755	INVESTIGATION SUPPLIES	3,900	3,900	170	1,999	51.2%	1,901	1,382	617
101-54756	JANITORIAL SUPPLIES	18,126	23,493	3,626	18,674	79.5%	4,819	11,583	7,091
101-54757	K-9 CARE SUPPLIES	10,600	10,600	536	4,414	41.6%	6,186	1,353	3,062
101-54762	MINOR TOOLS & EQUIPMENT	17,230	17,230	1,240	22,990	133.4%	(5,760)	28,899	(5,910)
101-54763	MISCELLANEOUS SUPPLIES	3,150	3,150	5,459	9,869	313.3%	(6,719)	8,297	1,572
101-54764	MOTOR VEHICLE FUEL	172,164	172,164	28,312	168,389	97.8%	3,775	98,988	69,401
101-54765	OFFICE EQUIP/FURNITURE/FIXTR	1,904	1,904	6,687	13,337	700.5%	(11,433)	2,486	10,851
101-54766	OFFICE SUPPLIES	20,548	20,548	1,711	21,168	103.0%	(620)	12,223	8,944
101-54767	OXYGEN SUPPLIES	6,463	6,463	456	3,378	52.3%	3,085	3,251	127
101-54768	PLAQUES & AWARDS	2,710	2,710	300	2,025	74.7%	685	3,792	(1,767)
101-54769	POSTAGE	10,105	10,105	524	6,219	61.5%	3,886	4,791	1,429
101-54770	PRINTING SUPPLIES	7,485	7,485	499	7,009	93.6%	476	2,319	4,690
101-54771	PROGRAMMING SUPPLIES	4,430	4,430	2,056	5,320	120.1%	(890)	1,089	4,230
101-54772	PROTECTIVE CLOTHING	12,501	113,370	583	9,654	8.5%	103,716	6,322	3,332
101-54773	PUBLIC EDUCATION SUPPLIES	2,550	2,550	-	1,636	64.1%	914	-	1,636
101-54774	RECREATION SUPPLIES	1,450	1,450	480	956	65.9%	494	1,612	(656)
101-54775	RESALE GASOLINE	56,470	56,470	12,558	28,831	51.1%	27,639	12,235	16,596
101-54776	SAFETY EQUIPMENT	500	500	-	-	0.0%	500	411	(411)
101-54777	STREET SIGN SUPPLIES	30,000	30,000	2,900	4,089	13.6%	25,911	29,349	(25,260)
101-54778	TECHNOLOGY SUPPLIES	3,868	3,868	742	1,273	32.9%	2,595	13,521	(12,248)
101-54779	WEARING APPAREL	64,457	64,457	5,874	48,726	75.6%	15,731	19,659	29,068
*** EXPENSE CATEGORY TOTALS ***		607,602	713,838	85,081	460,730	64.5%	253,108	344,349	116,381
55-SERVICES									
101-55800	ACCOUNTING & AUDITING	36,829	36,829	-	22,875	62.1%	13,954	24,553	(1,678)
101-55801	APPRAISAL DISTRICT	115,864	115,864	-	121,939	105.2%	(6,075)	114,267	7,672
101-55802	BAD DEBT EXPENSE	-	-	-	-	0.0%	-	96	(96)
101-55804	BILLING & COLLECTION SERVICES	153,355	153,355	4,641	75,891	49.5%	77,464	76,991	(1,100)
101-55805	CONSTRUCTION CONTRACTS	30,000	30,000	-	-	0.0%	30,000	21,556	(21,556)
101-55806	CONSULTING SERVICES	13,632	13,632	(1,417)	8,250	60.5%	5,382	15,694	(7,444)
101-55807	CONTINGENCY	32,202	32,202	-	-	0.0%	32,202	-	-
101-55809	CREDIT CARD PROCESSING FEES	15,764	15,764	1,417	8,105	51.4%	7,659	10,268	(2,163)
101-55810	ELECTION COSTS	4,000	4,000	293	8,856	221.4%	(4,856)	9,401	(545)
101-55812	ENGINEERING SERVICES	10,000	10,000	-	2,658	26.6%	7,343	4,318	(1,660)
101-55813	FEES & PERMITS	100	100	-	-	0.0%	100	62	(62)
101-55815	INSURANCE-PROPERTY, PLANT, & EQUIPMENT	125,333	125,333	-	163,924	130.8%	(38,591)	125,333	38,591
101-55816	IT SUPPORT	66,800	66,800	96	60,096	90.0%	6,704	72,404	(12,308)
101-55817	JANITORIAL SERVICES	85,000	20,300	-	20,300	100.0%	-	2,025	18,275
101-55819	LEASE/RENTAL OF EQUIPMENT	26,438	26,438	2,562	14,084	53.3%	12,353	14,549	(465)
101-55820	LEASE/RENTAL OF PROPERTY	6,000	6,000	500	5,000	83.3%	1,000	4,500	500
101-55821	LEGAL ADVERTISING	4,250	4,250	1,931	9,033	212.5%	(4,783)	2,506	6,527
101-55822	LEGAL SERVICES	110,000	110,000	10,530	70,194	63.8%	39,806	93,169	(22,975)
101-55824	MISCELLANEOUS SERVICES	5,487	5,487	1,754	10,527	191.9%	(5,040)	12,085	(1,558)
101-55826	PUBLIC COMMUNICATION	2,200	2,200	-	2,428	110.3%	(228)	2,349	79
101-55828	SOFTWARE	219,237	150,335	8,966	105,307	70.0%	45,027	141,622	(36,315)
101-55829	SPECIAL SERVICES	1,000	30,325	3,833	57,633	190.1%	(27,308)	8,199	49,433
101-55830	SUPPORT OF COMMUNITY SERVICES	67,500	67,500	919	19,869	29.4%	47,631	29,705	(9,837)
101-55833	VETERINARY SERVICES	7,000	7,000	-	(849)	-12.1%	7,849	1,829	(2,678)
101-55834	SOLID WASTE & SLUDGE DISPOSAL	846,826	846,826	74,815	578,387	68.3%	268,439	547,001	31,386



City of Jacksonville, Texas
Financial Statement
As of June 30, 2022

		Original Total Budget	Current Total Budget	M-T-D Activity	Y-T-D Activity	% of Budget	Budget Remaining	Prior Year Y-T-D Activity	INC/(DEC) Prior Year
*** EXPENSE CATEGORY TOTALS ***									
		1,984,816	1,880,539	110,839	1,364,506	72.6%	516,033	1,334,483	30,023
56-TRAVEL & EDUCATION EXPENDITURES									
101-56851	MEMBERSHIP DUES	21,556	21,556	1,407	15,518	72.0%	6,038	15,200	318
101-56852	TRAINING EXPENSES	80,231	80,231	3,847	71,247	88.8%	8,984	15,467	55,780
101-56853	TRAVEL & LODGING EXPENSES	8,928	21,648	2,741	10,460	48.3%	11,188	5,223	5,237
*** EXPENSE CATEGORY TOTALS ***									
		110,715	123,435	7,995	97,224	78.8%	26,211	35,889	61,335
57-DEBT SERVICE									
101-57862	CAPITAL LEASE INTEREST	30,197	30,197	-	30,196	100.0%	1	40,127	(9,931)
101-57863	CAPITAL LEASE PRINCIPAL	335,463	335,463	-	335,462	100.0%	1	325,531	9,931
*** EXPENSE CATEGORY TOTALS ***									
		365,660	365,660	-	365,658	100.0%	2	365,658	0
58-CAPITAL EXPENDITURES									
101-58880	CAPITAL BUILDINGS & STRUCTURES	25,000	25,000	-	7,155	28.6%	17,845	-	7,155
101-58881	CAPITAL MACHINERY & EQUIPMENT	63,600	63,600	4,626	35,259	55.4%	28,341	-	35,259
101-58882	CAPITAL MISCELLANEOUS	24,520	11,800	-	7,800	66.1%	4,000	57,650	(49,850)
101-58883	CAPITAL MOTOR VEHICLES	100,000	100,000	-	116,636	116.6%	(16,636)	92,020	24,616
101-58887	LIBRARY BOOKS & MATERIALS	42,000	42,000	2,855	29,962	71.3%	12,038	17,522	12,440
*** EXPENSE CATEGORY TOTALS ***									
		255,120	242,400	7,481	196,813	81.2%	45,587	167,192	29,621
59 - TRANSFERS OUT									
101-59902	TRANSFER TO GEN CAPITAL PROJECTS FUND	-	-	-	-	0.0%	-	234,678	(234,678)
101-59903	TRANSFER TO GRANT FUND	-	-	-	-	0.0%	-	300,000	(300,000)
101-59906	TRANSFER TO BEAUTIFICATION FUND	6,000	6,000	500	4,500	75.0%	1,500	4,500	-
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	(7,365)	-122.8%	13,365	537,786	(545,152)
*** TOTAL EXPENSE ***									
		\$ 12,760,008	\$ 12,641,921	\$ 926,282	\$ 8,460,657	66.9%	\$ 4,181,264	\$ 8,737,790	\$ (277,133)
102 -DEBT SERVICE FUND- DETAIL									
REVENUE									
102-41400	AD VALOREM TAX- CURRENT	\$ 1,221,084	\$ 1,221,084	\$ 10,520	\$ 1,192,450	97.7%	\$ 28,634	\$ 1,349,765	\$ (157,315)
102-41401	AD VALOREM TAX- PRIOR	23,689	23,689	2,318	33,233	140.3%	(9,544)	17,608	15,624
102-41402	AD VALOREM TAX- PENALTY & INTEREST	23,811	23,811	2,012	22,525	94.6%	1,286	16,734	5,791
102-47510	INTEREST INCOME	6,960	6,960	945	5,983	86.0%	977	5,970	13
102-49553	TRANSFER FROM UTILITY FUND	478,348	478,348	39,862	351,483	73.5%	126,865	353,238	(1,754)
102-49554	TRANSFER FROM HOTEL/MOTEL OCC TAX FUND	-	-	-	7,746	0.0%	(7,746)	-	7,746
*** TOTAL REVENUE ***									
		1,753,893	1,753,893	55,657	1,613,420	92.0%	140,472	1,743,316	(129,895)
102 -DEBT SERVICE FUND- DETAIL									
EXPENSE									
102-57864	CONTINUING DISCLOSURE	3,500	3,500	-	-	0.0%	3,500	3,500	(3,500)
102-57865	DEBT SERVICE INTEREST	573,011	573,011	-	289,397	50.5%	283,614	488,856	(199,458)
102-57866	DEBT SERVICE PRINCIPAL	1,145,000	1,145,000	-	445,000	38.9%	700,000	435,000	10,000



City of Jacksonville, Texas
Financial Statement
As of June 30, 2022

		Original Total Budget	Current Total Budget	M-T-D Activity	Y-T-D Activity	% of Budget	Budget Remaining	Prior Year Y-T-D Activity	INC/(DEC) Prior Year
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 ***		<u>\$ 1,723,011</u>	<u>\$ 1,723,011</u>	<u>\$ -</u>	<u>\$ 728,620</u>	<u>42.3%</u>	<u>\$ 994,391</u>	<u>\$ 928,856</u>	<u>\$ (200,236)</u>

103 -CAPITAL PROJECTS FUND (GENERAL)- DETAIL

REVENUE

103-43420	DEPT OF JUSTICE GRANT REVENUE	\$ -	\$ 41,126	\$ -	\$ 41,126	100.0%	\$ -	\$ -	\$ 41,126
103-43427	MISCELLANEOUS GRANT REVENUE	-	433,816	-	-	0.0%	433,816	-	-
103-47510	INTEREST INCOME	6,000	6,000	409	7,552	125.9%	(1,552)	62,862	(55,310)
103-48515	MISCELLANEOUS REVENUE	-	-	-	40	0.0%	(40)	-	40
103-48523	SALE OF CAPITAL PROPERTY	-	-	-	-	0.0%	-	400,000	(400,000)
103-48525	SALE OF CAPITAL VEHICLES	720,000	720,000	-	597,000	82.9%	123,000	455,000	142,000
103-48530	OTHER FINANCING SOURCES	754,681	754,681	-	754,681	100.0%	-	575,010	179,671
103-49550	TRANSFER FROM GENERAL FUND	-	-	-	-	0.0%	-	234,678	(234,678)
*** TOTAL REVENUE ***		<u>1,480,681</u>	<u>1,955,623</u>	<u>409</u>	<u>1,400,399</u>	<u>71.6%</u>	<u>555,224</u>	<u>1,727,550</u>	<u>(327,151)</u>

103 -CAPITAL PROJECTS FUND (GENERAL)- DETAIL

EXPENSE

103-51629	OVERTIME- LATE CALLS	-	-	-	-	0.0%	-	3,827	(3,827)
103-51638	FICA	-	-	-	-	0.0%	-	293	(293)
103-51639	DENTAL INSURANCE	-	-	-	-	0.0%	-	30	(30)
103-51640	HEALTH INSURANCE	-	-	-	-	0.0%	-	614	(614)
103-51641	LIFE INSURANCE	-	-	-	-	0.0%	-	2	(2)
103-51642	TMRS	-	-	-	-	0.0%	-	391	(391)
103-51643	WORKER'S COMPENSATION	-	-	-	-	0.0%	-	45	(45)
103-55803	BANKING FEES	120	120	10	90	75.0%	30	90	-
103-55824	MISCELLANEOUS SERVICES	-	-	-	-	0.0%	-	20,690	(20,690)
103-57862	CAPITAL LEASE INTEREST	16,787	16,787	1,398	8,626	51.4%	8,161	9,117	(491)
103-57863	CAPITAL LEASE PRINCIPAL	575,010	575,010	-	575,010	100.0%	-	409,045	165,965
103-58880	CAPITAL BUILDINGS & STRUCTURES	6,243,554	827,432	1,850	590,653	71.4%	236,779	2,570,940	(1,980,287)
103-58881	CAPITAL MACHINERY & EQUIPMENT	183,253	705,664	17,470	551,722	78.2%	153,942	260,729	290,993
103-58882	CAPITAL MISCELLANEOUS	-	-	-	2,750	0.0%	(2,750)	-	2,750
103-58883	CAPITAL MOTOR VEHICLES	704,681	1,008,403	-	704,585	69.9%	303,818	518,166	186,419
103-59900	TRANSFER TO GENERAL FUND	-	64,869	-	64,869	100.0%	-	-	64,869
*** TOTAL EXPENSE ***		<u>\$ 7,723,405</u>	<u>\$ 3,198,285</u>	<u>\$ 20,728</u>	<u>\$ 2,498,305</u>	<u>78.1%</u>	<u>\$ 699,980</u>	<u>\$ 3,793,979</u>	<u>\$ (1,295,673)</u>

Fund: 110 - GRANT FUND- DETAIL

REVENUE

110-43420	DEPT OF JUSTICE GRANT REVENUE	\$ 2,934	\$ 2,934	\$ -	\$ -	0.0%	\$ 2,934	\$ 2,934	\$ (2,934)
110-43421	TX DEPT OF STATE HEALTH SERVICES GRANT REVENUE	10,000	10,000	-	7,995	80.0%	2,005	14,638	(6,643)
110-43425	TX STATE LIB & ARC COMMISS GRANT REVENUE	6,480	6,480	4,179	4,179	64.5%	2,301	-	4,179
110-43427	MISCELLANEOUS GRANT REVENUE	-	943,322	-	952,844	101.0%	(9,522)	93,300	859,544
110-43431	TXDOT GRANT REVENUE	5,320	5,320	357	2,144	40.3%	3,176	5,319	(3,175)
110-43433	TX PARKS & WILDLIFE GRANT REVENUE	1,125,000	1,125,000	-	47,250	4.2%	1,077,750	-	47,250
110-43435	TX DEPT OF AGRICULTURE GRANT REVENUE	412,750	412,750	50,000	63,800	15.5%	348,950	12,250	51,550
110-49550	TRANSFER FROM GENERAL FUND	-	-	-	-	0.0%	-	300,000	(300,000)



City of Jacksonville, Texas
Financial Statement
As of June 30, 2022

		Original Total Budget	Current Total Budget	M-T-D Activity	Y-T-D Activity	% of Budget	Budget Remaining	Prior Year Y-T-D Activity	INC/(DEC) Prior Year
*** TOTAL REVENUE ***		<u>1,562,484</u>	<u>2,505,806</u>	<u>54,536</u>	<u>1,078,212</u>	<u>43.0%</u>	<u>1,427,594</u>	<u>428,441</u>	<u>649,770</u>
Fund: 110 - GRANT FUND- DETAIL									
EXPENSE									
110-51636	OVERTIME- TRAFFIC STEP	5,320	5,320	357	2,144	40.3%	3,176	5,319	(3,175)
110-54779	WEARING APPAREL	2,934	2,934	-	-	0.0%	2,934	21,234	(21,234)
110-54740	AMBULANCE SUPPLIES	10,000	10,000	431	7,995	80.0%	2,005	14,704	(6,709)
110-54765	OFFICE EQUIP/FURNITURE/FIXTR	-	-	2,297	2,297	0.0%	(2,297)	-	2,297
110-58881	CAPITAL MACHINERY & EQUIPMENT	13,577	13,577	-	-	0.0%	13,577	13,054	(13,054)
110-55812	ENGINEERING SERVICES	360,840	360,840	14,465	131,070	36.3%	229,770	43,065	88,005
110-55814	GRANT ADMINISTRATION	49,500	49,500	-	9,800	19.8%	39,700	12,250	(2,450)
110-55821	LEGAL ADVERTISING	-	632	-	632	100.0%	(0)	485	148
110-58885	CAPITAL SDWLKS/CLVRTS/BRDGS	441,000	1,342,111	103,252	274,633	20.5%	1,067,478	-	274,633
110-58884	CAPITAL PARK IMPROVEMENTS	1,163,775	1,163,775	562	562	0.0%	1,163,213	-	562
110-53732	PHONE/CABLE/INTERNET	6,480	6,480	4,179	4,179	64.5%	2,301	-	4,179
110-55824	MISCELLANEOUS SERVICES	2,246	11,198	-	8,952	79.9%	2,245	-	8,952
110-58887	LIBRARY BOOKS & MATERIALS	-	-	-	1,994	0.0%	(1,994)	-	1,994
*** TOTAL EXPENSE ***		<u>\$ 2,055,672</u>	<u>\$ 2,966,367</u>	<u>\$ 125,543</u>	<u>\$ 444,258</u>	<u>15.0%</u>	<u>\$ 2,522,109</u>	<u>\$ 110,112</u>	<u>\$ 334,146</u>
201 -WATER & WASTEWATER UTILITY FUND- DETAIL									
REVENUE									
201-46472	ACCOUNT TRANSFER FEES	\$ 3,000	\$ 3,000	\$ 300	\$ 1,850	61.7%	\$ 1,150	\$ 2,050	\$ (200)
201-46480	WATER SALES	3,437,316	3,297,833	350,545	2,305,547	69.9%	992,286	2,377,803	(72,256)
201-46481	WATER TAP FEES	10,000	10,000	2,000	4,000	40.0%	6,000	4,631	(631)
201-46482	SEWER SALES	2,243,208	2,243,208	204,307	1,612,775	71.9%	630,433	1,606,073	6,703
201-46483	SEWER TAP FEES	6,500	6,500	4,000	8,000	123.1%	(1,500)	5,000	3,000
201-46484	PENALTIES	256,717	256,717	15,875	171,243	66.7%	85,474	185,831	(14,587)
201-46486	RECONNECT FEES	525	525	6	(189)	-36.1%	714	(350)	161
201-46488	METER TAMPERING FEES	2,432	2,432	151	763	31.4%	1,669	2,076	(1,312)
201-46489	NSF CHECK FEES	2,070	2,070	300	1,680	81.2%	390	1,560	120
201-46491	SERVICE APPLICATION FEES	14,433	14,433	1,450	10,725	74.3%	3,709	11,075	(350)
201-46492	WRITE-OFF COLLECTIONS	500	500	-	-	0.0%	500	367	(367)
201-46501	METER PURCHASE FEE	17,467	17,467	4,862	12,859	73.6%	4,608	11,644	1,214
201-47510	INTEREST INCOME	17,580	17,580	1,477	18,627	106.0%	(1,047)	13,230	5,397
201-48515	MISCELLANEOUS REVENUE	2,100	2,100	-	3,112	148.2%	(1,012)	2,550	562
201-48517	REBATES & DISCOUNTS	2,100	2,100	-	10,034	477.8%	(7,934)	2,035	7,999
201-48518	INSURANCE PROCEEDS	-	-	-	9,865	0.0%	(9,865)	-	9,865
201-49560	TRANSFER FROM DEBT SERVICE FUND	-	-	-	(7,278)	0.0%	7,278	-	(7,278)
*** TOTAL REVENUE ***		<u>6,015,948</u>	<u>5,876,465</u>	<u>585,275</u>	<u>4,163,613</u>	<u>70.9%</u>	<u>1,712,852</u>	<u>4,225,574</u>	<u>(61,961)</u>
201 -WATER & WASTEWATER UTILITY FUND- DETAIL									
EXPENSE									
51-EMPLOYEE SERVICES									
201-51600	SUPERVISION	131,206	131,206	10,062	90,900	69.3%	40,307	83,201	7,698
201-51601	OPERATIONAL	656,794	656,794	50,239	439,342	66.9%	217,452	432,149	7,193
201-51612	ON CALL STIPEND	6,825	6,825	455	3,568	52.3%	3,257	4,390	(822)



City of Jacksonville, Texas
Financial Statement
As of June 30, 2022

		Original Total	Current Total			% of	Budget	Prior Year	INC/(DEC)
		Budget	Budget	M-T-D Activity	Y-T-D Activity	Budget	Remaining	Y-T-D Activity	Prior Year
201-51613	BI-LINGUAL PAY	-	-	150	1,280	0.0%	(1,280)	-	1,280
201-51614	CERTIFICATION PAY	5,775	5,775	650	4,727	81.9%	1,048	4,102	626
201-51616	EDUCATION PAY	5,100	5,100	625	5,144	100.9%	(44)	3,452	1,692
201-51617	LONGEVITY PAY	10,291	10,291	846	7,519	73.1%	2,772	7,026	493
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	1,345	67.3%	655	5,408	(4,063)
201-51621	CELL PHONE ALLOWANCE	2,100	2,100	175	1,412	67.3%	688	1,425	(13)
201-51623	OVERTIME- CALL-OUT	78,885	78,885	4,757	41,567	52.7%	37,318	49,460	(7,893)
201-51626	OVERTIME- HOLIDAY WORKED	10,466	10,466	1,001	5,879	56.2%	4,587	8,075	(2,196)
201-51629	OVERTIME- LATE CALLS	26,540	26,540	1,627	19,611	73.9%	6,929	11,993	7,618
201-51632	OVERTIME- SCHEDULED (MANDATED)	34,923	34,923	3,692	27,691	79.3%	7,232	41,031	(13,340)
201-51638	FICA	75,548	75,548	5,613	50,431	66.8%	25,117	50,421	10
201-51639	DENTAL INSURANCE	6,271	6,271	410	3,995	63.7%	2,276	3,833	162
201-51640	HEALTH INSURANCE	117,750	117,750	7,912	71,549	60.8%	46,201	67,739	3,810
201-51641	LIFE INSURANCE	361	361	27	239	66.1%	122	235	3
201-51642	TMRS	108,533	108,533	8,033	72,586	66.9%	35,946	72,719	(132)
201-51643	WORKER'S COMPENSATION	17,187	17,187	1,078	10,259	59.7%	6,928	11,869	(1,610)
201-51645	UNEMPLOYMENT	-	-	-	347	0.0%	(347)	196	150
201-51646	CONTRACT LABOR	3,570	3,570	550	1,825	51.1%	1,745	-	1,825
*** EXPENSE CATEGORY TOTALS ***		1,319,826	1,319,826	98,069	879,589	66.6%	440,237	880,194	(604)
52-MAINTENANCE									
201-52700	R/M BUILDINGS & STRUCTURES	65,000	65,000	4,441	37,861	58.2%	27,139	27,862	10,000
201-52701	R/M EQUIPMENT & MACHINERY	25,400	25,400	5,469	24,279	95.6%	1,121	12,198	12,081
201-52702	R/M LIFT STATIONS	45,143	45,143	-	11,301	25.0%	33,842	32,960	(21,659)
201-52703	R/M METERS TAPS SVC CONNECTS	116,000	116,000	7,308	55,713	48.0%	60,287	86,516	(30,803)
201-52705	R/M MOTOR VEHICLES	2,950	2,950	2,199	7,859	266.4%	(4,909)	7,925	(66)
201-52706	R/M OFFICE EQUIPMENT	-	-	-	114	0.0%	(114)	550	(436)
201-52710	R/M STREETS & ALLEYS	52,263	52,263	3,635	32,098	61.4%	20,165	30,820	1,278
201-52711	R/M WASTEWATER PLANTS	10,000	10,000	1,151	5,342	53.4%	4,658	4,077	1,265
201-52712	R/M WATER & WASTEWATER MAINS	285,000	285,000	125,675	191,096	67.1%	93,904	170,123	20,973
201-52713	R/M WATER STORAGE TANKS	45,000	45,000	865	2,144	4.8%	42,856	7,590	(5,446)
201-52714	R/M WATER WELLS	84,449	84,449	3,453	16,688	19.8%	67,761	64,087	(47,400)
201-52715	DAMAGES & CLAIMS	6,000	6,000	-	5,000	83.3%	1,000	-	5,000
*** EXPENSE CATEGORY TOTALS ***		737,205	737,205	154,196	389,495	52.8%	347,710	444,707	(55,212)
53-UTILITIES									
201-53730	ELECTRICITY	462,057	462,057	40,962	291,678	63.1%	170,379	301,147	(9,470)
201-53731	NATURAL GAS	519	519	51	444	85.5%	75	352	92
201-53732	PHONE/CABLE/INTERNET	15,892	15,892	1,225	11,004	69.2%	4,887	4,967	6,037
201-53733	WATER/SEWER & GARBAGE	65,647	65,647	2,414	21,206	32.3%	44,441	19,962	1,244
*** EXPENSE CATEGORY TOTALS ***		544,115	544,115	44,652	324,332	59.6%	219,782	326,429	(2,096)
54-SUPPLIES									
201-54745	CASH OVER/SHORT	-	-	(6)	1,960	0.0%	(1,960)	(76)	2,036
201-54746	CHEMICAL SUPPLIES	139,441	369,106	21,824	141,905	38.4%	227,201	109,351	32,554
201-54752	FOOD	500	500	672	969	193.8%	(469)	-	969
201-54753	GROUNDWATER PURCHASES	25,557	25,557	-	15,358	60.1%	10,200	12,779	2,579
201-54756	JANITORIAL SUPPLIES	5,026	5,026	712	2,859	56.9%	2,167	1,940	919



City of Jacksonville, Texas
Financial Statement
As of June 30, 2022

		Original Total Budget	Current Total Budget	M-T-D Activity	Y-T-D Activity	% of Budget	Budget Remaining	Prior Year Y-T-D Activity	INC/(DEC) Prior Year
201-54758	LAB EQUIPMENT & SUPPLIES	3,677	3,677	1,523	4,046	110.0%	(369)	3,936	110
201-54762	MINOR TOOLS & EQUIPMENT	9,163	9,163	595	6,006	65.5%	3,157	5,617	388
201-54763	MISCELLANEOUS SUPPLIES	2,450	2,450	512	3,219	131.4%	(769)	5,139	(1,920)
201-54764	MOTOR VEHICLE FUEL	44,803	44,803	6,133	36,621	81.7%	8,181	30,759	5,862
201-54765	OFFICE EQUIP/FURNITURE/FIXTR	-	-	-	187	0.0%	(187)	-	187
201-54766	OFFICE SUPPLIES	4,459	4,459	140	1,605	36.0%	2,854	2,086	(482)
201-54768	PLAQUES & AWARDS	-	-	-	22	0.0%	(22)	-	22
201-54769	POSTAGE	846	846	585	818	96.7%	28	304	514
201-54778	TECHNOLOGY SUPPLIES	61,410	61,410	87	59,627	97.1%	1,783	59,008	619
201-54779	WEARING APPAREL	11,204	11,204	1,914	9,964	88.9%	1,239	7,294	2,671
*** EXPENSE CATEGORY TOTALS ***		308,535	538,200	34,692	285,165	53.0%	253,036	238,137	47,027
55-SERVICES									
201-55800	ACCOUNTING & AUDITING	23,546	23,546	-	14,625	62.1%	8,921	15,698	(1,073)
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	3,016	24,496	65.5%	12,927	24,036	460
201-55809	CREDIT CARD PROCESSING FEES	37,000	37,000	4,472	48,246	130.4%	(11,246)	31,958	16,288
201-55811	ELECTROINC PAYMENT- UB CREDITS	29,000	29,000	3,863	30,197	104.1%	(1,197)	27,922	2,275
201-55812	ENGINEERING SERVICES	30,000	30,000	-	9,700	32.3%	20,300	2,640	7,060
201-55813	FEES & PERMITS	40,775	40,775	-	36,974	90.7%	3,801	40,939	(3,965)
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	6,246	45,249	74.2%	15,751	41,698	3,551
201-55819	LEASE/RENTAL OF EQUIPMENT	165,825	165,825	13,305	118,760	71.6%	47,065	74,337	44,423
201-55821	LEGAL ADVERTISING	1,000	1,000	-	544	54.4%	456	-	544
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	1,334	3,152	198.2%	(1,562)	2,548	604
201-55829	SPECIAL SERVICES	1,000	35,675	2,873	6,098	17.1%	29,578	9,100	(3,003)
201-55834	SOLID WASTE & SLUDGE DISPOSAL	166,229	166,229	17,844	133,274	80.2%	32,955	137,680	(4,406)
*** EXPENSE CATEGORY TOTALS ***		678,237	712,912	52,951	542,374	76.1%	170,538	484,373	58,001
56-TRAVEL & EDUCATION EXPENDITURES									
201-56851	MEMBERSHIP DUES	525	525	-	60	11.4%	465	-	60
201-56852	TRAINING EXPENSES	9,800	9,800	1,637	2,272	23.2%	7,528	1,590	682
201-56853	TRAVEL & LODGING EXPENSES	1,750	1,750	374	2,804	160.2%	(1,054)	-	2,804
*** EXPENSE CATEGORY TOTALS ***		12,075	12,075	2,011	5,136	42.5%	6,939	1,590	3,546
57-DEBT SERVICE									
201-57862	CAPITAL LEASE INTEREST	11,596	11,596	-	7,601	65.5%	3,995	4,648	2,953
201-57863	CAPITAL LEASE PRINCIPAL	147,988	147,988	-	88,900	60.1%	59,088	35,004	53,896
*** EXPENSE CATEGORY TOTALS ***		159,583	159,583	-	96,501	60.5%	63,083	39,652	56,849
58-CAPITAL EXPENDITURES									
201-58881	CAPITAL MACHINERY & EQUIPMENT	10,000	10,000	-	21,680	216.8%	(11,680)	19,818	1,862
*** EXPENSE CATEGORY TOTALS ***		10,000	10,000	-	21,680	216.8%	(11,680)	19,818	1,862



City of Jacksonville, Texas
Financial Statement
As of June 30, 2022

		Original Total Budget	Current Total Budget	M-T-D Activity	Y-T-D Activity	% of Budget	Budget Remaining	Prior Year Y-T-D Activity	INC/(DEC) Prior Year
59-TRANSFERS OUT									
201-59900	TRANSFER TO GENERAL FUND	1,632,130	1,632,130	136,011	1,224,097	75.0%	408,033	1,293,172	(69,075)
201-59901	TRANSFER TO DEBT SERVICE FUND	478,348	478,348	39,862	351,483	73.5%	126,865	353,238	(1,754)
*** EXPENSE CATEGORY TOTALS ***		2,110,478	2,110,478	175,873	1,575,581	74.7%	534,898	1,646,410	(70,829)
*** TOTAL EXPENSE ***		\$ 5,880,054	\$ 6,144,394	\$ 562,444	\$ 4,119,853	67.1%	\$ 2,024,541	\$ 4,081,311	\$ 38,543
203 -CAPITAL PROJECTS FUND (UTILITY)- DETAIL									
REVENUE									
203-43427	MISCELLANEOUS GRANT REVENUE	\$ -	\$ 58,142	\$ -	\$ -	0.0%	\$ 58,142	\$ -	\$ -
203-47510	INTEREST INCOME	27,600	27,600	1,525	15,846	57.4%	11,754	20,403	(4,557)
203-48518	INSURANCE PROCEEDS	-	183,569	-	183,569	100.0%	(0)	44,351	139,218
203-48525	SALE OF CAPITAL VEHICLES	440,000	440,000	-	440,000	100.0%	-	385,000	55,000
*** TOTAL REVENUE ***		467,600	709,311	1,525	639,415	90.1%	69,896	449,754	189,662
203 -CAPITAL PROJECTS FUND (UTILITY)- DETAIL									
EXPENSE									
203-52702	R/M LIFT STATIONS	80,936	330,936	51,647	70,015	21.2%	260,921	-	70,015
203-52711	R/M WASTEWATER PLANTS	63,493	63,493	-	4,786	7.5%	58,707	-	4,786
203-52713	R/M WATER STORAGE TANKS	40,524	925,675	103,385	757,794	81.9%	167,881	35,399	722,395
203-52714	R/M WATER WELLS	32,600	32,600	-	-	0.0%	32,600	57,201	(57,201)
203-55812	ENGINEERING SERVICES	-	155,505	5,950	19,880	12.8%	135,625	-	19,880
203-55829	SPECIAL SERVICES	-	-	4,564	8,074	0.0%	(8,074)	30,433	(22,359)
203-58880	CAPITAL BUILDINGS & STRUCTURES	30,000	30,000	-	-	0.0%	30,000	221,534	(221,534)
203-58881	CAPITAL MACHINERY & EQUIPMENT	60,000	60,000	-	40,118	66.9%	19,882	120,304	(80,186)
203-58883	CAPITAL MOTOR VEHICLES	340,830	340,830	-	340,830	100.0%	-	353,092	(12,262)
203-58889	WATER SYSTEM IMPROVEMENTS	-	-	-	-	0.0%	-	65,485	(65,485)
*** TOTAL EXPENSE ***		\$ 648,383	\$ 1,939,039	\$ 165,546	\$ 1,241,498	64.0%	\$ 697,541	\$ 883,448	\$ 358,050



NON MAJOR FUNDS SUMMARY

	111 HOTEL/MOTEL OCCUPANCY TAX FUND	112 COURT TECHNOLOGY FUND	113 COURT SECURITY FUND	114 COURT CHILD SAFETY TRUST FUND	115 POLICE STATE FORFEITURE FUND
Beginning Fund Balance	\$ 679,175	\$ -	\$ 151,744	\$ 10,877	\$ 11,029
REVENUE					
TAXES	242,249	-	-	-	-
FRANCHISE FEES	-	-	-	-	-
INTERGOVERNMENTAL REVENUE	-	-	-	-	364
FINES & FORFEITURE	-	4,387	5,074	507	-
LICENSE & PERMITS	-	-	-	-	-
FEES & CHARGES FOR SERVICES	-	-	-	-	-
INVESTMENT INCOME	5,696	-	1,116	85	86
MISCELLANEOUS RECEIPTS	1,046,701	-	-	-	-
TRANSFERS IN	-	(11,865)	-	-	-
Total	1,294,646	(7,479)	6,191	592	450
EXPENSE					
EMPLOYEE SERVICES	18,419	-	-	-	-
MAINTENANCE	1,496	-	-	-	-
UTILITIES	4,102	-	-	-	-
SUPPLIES	5,362	-	-	-	-
SERVICES	61,957	-	-	-	-
TRAVEL & EDUCATION EXPENDITURES	294	-	-	-	-
DEBT SERVICE	40,400	14,141	-	-	-
CAPITAL EXPENDITURES	540,348	-	-	-	-
TRANSFERS OUT	34,691	-	13,332	-	-
Total	707,070	14,141	13,332	-	-
Surplus (Deficit)	587,576	(21,620)	(7,141)	592	450
Ending Fund Balance	\$ 1,266,751	\$ (21,620)	\$ 144,603	\$ 11,470	\$ 11,479



NON MAJOR FUNDS SUMMARY					Keep Jacksonville Beautiful
	116 POLICE FEDERAL FORFEITURE FUND	119 WAR MEMORIAL FUND	TOTAL		301 BEAUTIFICATION FUND
Beginning Fund Balance	\$ 9,217	\$ 9,777	\$ 871,819		\$ 21,993
REVENUE					
TAXES	-	-	242,249		-
FRANCHISE FEES	-	-	-		-
INTERGOVERNMENTAL REVENUE	-	-	364		-
FINES & FORFEITURE	-	-	9,968		-
LICENSE & PERMITS	-	-	-		-
FEES & CHARGES FOR SERVICES	-	-	-		-
INVESTMENT INCOME	65	74	7,122		160
MISCELLANEOUS RECEIPTS	-	-	1,046,701		2,601
TRANSFERS IN	-	-	(11,865)		4,500
Total	65	74	1,294,538		7,261
EXPENSE					
EMPLOYEE SERVICES	-	-	18,419		-
MAINTENANCE	-	806	2,302		-
UTILITIES	-	-	4,102		-
SUPPLIES	2,850	-	8,212		12,841
SERVICES	-	-	61,957		-
TRAVEL & EDUCATION EXPENDITURES	-	-	294		-
DEBT SERVICE	-	-	54,541		-
CAPITAL EXPENDITURES	-	-	540,348		-
TRANSFERS OUT	-	-	48,023		-
Total	2,850	806	738,198		12,841
Surplus (Deficit)	(2,785)	(732)	556,340		(5,580)
Ending Fund Balance	\$ 6,431	\$ 9,045	\$ 1,428,159		\$ 16,413



City of Jacksonville, Texas
Financial Statement
As of June 30, 2022

Summary of Cash and Investment Activity				
	Par Value	Book Value	Market Value	Ratio Market-to-Book Value
Beginning Balances				
Cash	\$ 12,310,001.78	\$ 12,310,001.78	\$ 12,310,001.78	100.00%
Investments	2,847,323.21	2,847,323.21	2,847,323.21	100.00%
Total	15,157,324.99	15,157,324.99	15,157,324.99	100.00%
Activity				
Cash	(3,702,737.56)	(3,702,737.56)	(3,702,737.56)	
Investments				
Net Accretion & Amortization				
Purchases	3,208,080.11	3,208,080.11	3,208,080.11	
Maturities/Calls	-	-	-	
Changes to Market Value	-	-	(45,780.58)	
Net Monthly Activity	(494,657.45)	(494,657.45)	(540,438.03)	
Ending Balances				
Cash	8,607,264.22	8,607,264.22	8,607,264.22	100.00%
Investments	6,055,403.32	6,055,403.32	6,009,622.74	99.24%
Total	\$ 14,662,667.54	\$ 14,662,667.54	\$ 14,616,886.96	99.69%



City of Jacksonville, Texas
Financial Statement
As of June 30, 2022

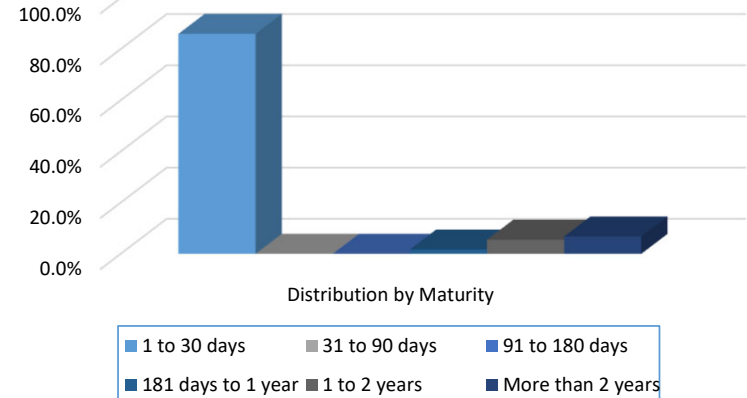
Summary of Cash and Investment Activity												
Purchase Date	Maturity Date	CUSIP / CD Number	Security Type	Par Value	Coupon	Purchase			Book Value	Market Value	Gain / (Loss)	Days to Maturity
						Price	Yield	Principal				
N/A	N/A	N/A	Cash In Depository Bank	\$8,607,264		\$ 100.000	1.000%	\$ 8,607,264	\$ 8,607,264	\$ 8,607,264	\$ -	1
N/A	N/A	N/A	FNC - Cash, Money Funds, and Bank Deposits	535		100.000	0.060%	535	535	535	-	1
N/A	N/A	N/A	LOGIC	1,000,542		100.000	1.180%	1,000,542	1,000,542	1,000,542	-	1
N/A	N/A	N/A	TexSTAR	1,000,417		100.000	0.985%	1,000,417	1,000,417	1,000,417	-	1
N/A	N/A	N/A	TexasDAILY	1,000,436		100.000	1.000%	1,000,436	1,000,436	1,000,436	-	1
N/A	N/A	N/A	Lone Star	1,000,474		100.000	1.225%	1,000,474	1,000,474	1,000,474	-	1
2/28/2020	2/28/2023	05580AVA9	CD - Bmw Bk North Amer Salt Lake City Utah	247,000		100.000	1.650%	247,000	247,000	245,921	(1,079)	243
3/4/2022	3/15/2024	39573LCX4	CD - Greenstate Cr Un North Liberty Iowa	249,000		100.000	1.640%	249,000	249,000	242,496	(6,504)	624
3/14/2022	3/18/2024	PER200JA8	CD - Comenity Bank Wilmington De	200,000		100.000	1.610%	200,000	200,000	198,650	(1,350)	627
4/6/2022	4/8/2024	14042TFB8	CD - Capital One Bk Usa Natl Assn Glen Allen Va	112,000		100.000	2.230%	112,000	112,000	110,075	(1,925)	648
4/21/2022	4/22/2024	02007GPS6	CD - Ally Bk Sandy Utah	249,000		100.000	2.430%	249,000	249,000	245,432	(3,568)	662
6/29/2022	7/1/2024	05961SNS9	CD - Banc Calif NA Irvine Ca	249,000		100.000	3.200%	249,000	249,000	248,517	(483)	732
1/31/2022	1/31/2025	70962LBA9	CD - Pentagon Federal Cr Un Tysons Corner Va	249,000		100.000	1.310%	249,000	249,000	236,012	(12,988)	946
2/23/2022	3/3/2025	02589ABM3	CD - American Express Natl Bk	248,000		100.000	1.870%	248,000	248,000	238,112	(9,888)	977
2/15/2022	2/14/2025	3133ENPG9	US Agency- Federal Farm Credit Bank	250,000		100.000	1.800%	250,000	250,000	242,005	(7,995)	960
Totals/Weighted Average				\$ 14,662,668			1.161%	\$ 14,662,668	\$ 14,662,668	\$ 14,616,887	\$ (45,781)	102
Benchmark - 13-week Treasury Bill Rates Coupon Equivalent							1.690%					



Summary of Cash and Investment Activity

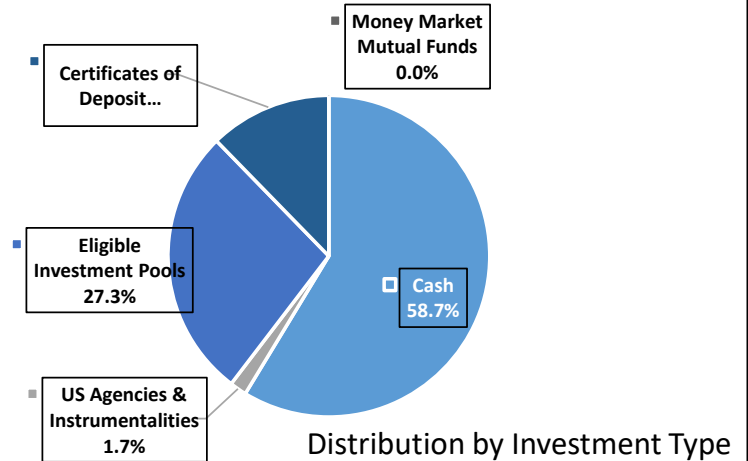
Distribution by Maturity

	Par Value	Percent
1 to 30 days	\$12,609,668	86.0%
31 to 90 days	-	0.0%
91 to 180 days	-	0.0%
181 days to 1 year	247,000	1.7%
1 to 2 years	810,000	5.5%
More than 2 years	996,000	6.8%
	<u>\$ 14,662,668</u>	<u>100.0%</u>



Distribution by Investment Type

	Book Value	Percent
Cash	\$ 8,607,264	58.7%
US Agencies & Instrumentalities	250,000	1.7%
Eligible Investment Pools	4,001,868	27.3%
Certificates of Deposit	1,803,000	12.3%
US Treasury Bills / Notes / Bonds	-	0.0%
Money Market Mutual Funds	535	0.0%
Repurchase Agreements	-	0.0%
	<u>\$ 14,662,668</u>	<u>100.0%</u>





Summary of Cash and Investment Activity									
Transaction Information				Beginning			Ending		
Dates		Description	Security Type	Par Value	Book Value	Market Value	Par Value	Book Value	Market Value
Purchase	Maturity								
N/A	N/A	FNC - Cash, Money Funds, and Bank Deposits	Money Market Mutual Funds	\$ 2,483	\$ 2,483	\$ 2,483	\$ 535	\$ 535	\$ 535
N/A	N/A	LOGIC	Investment Pool	288,511	288,511	288,511	1,000,542	1,000,542	1,000,542
N/A	N/A	TexSTAR	Investment Pool	250,567	250,567	250,567	1,000,417	1,000,417	1,000,417
N/A	N/A	Texas Range	Investment Pool	250,695	250,695	250,695	1,000,436	1,000,436	1,000,436
N/A	N/A	Lone Star	Investment Pool	251,067	251,067	251,067	1,000,474	1,000,474	1,000,474
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	245,921
3/4/2022	3/15/2024	CD - Greenstate Cr Un North Liberty Iowa	Certificate of Deposit	249,000	249,000	249,000	249,000	249,000	242,496
3/14/2022	3/18/2024	CD - Comenity Bank Wilmington De	Certificate of Deposit	200,000	200,000	200,000	200,000	200,000	198,650
4/6/2022	4/8/2024	CD - Capital One Bk Usa Natl Assn Glen Allen Va	Certificate of Deposit	112,000	112,000	112,000	112,000	112,000	110,075
4/21/2022	4/22/2024	CD - Ally Bk Sandy Utah	Certificate of Deposit	249,000	249,000	249,000	249,000	249,000	245,432
6/29/2022	7/1/2024	CD - Banc Calif NA Irvine Ca	Certificate of Deposit	-	-	-	249,000	249,000	248,517
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	236,012
2/23/2022	3/3/2025	CD - American Express Natl Bk	Certificate of Deposit	248,000	248,000	248,000	248,000	248,000	238,112
2/15/2022	2/14/2025	US Agency- Federal Farm Credit Bank	US Agency	250,000	250,000	250,000	250,000	250,000	242,005
Total of Investments				2,847,323	2,847,323	2,847,323	6,055,403	6,055,403	6,009,623
Cash					12,310,002	12,310,002		8,607,264	8,607,264
Total Investments & Cash					\$ 15,157,325	\$ 15,157,325		\$ 14,662,668	\$ 14,616,887



City of Jacksonville, Texas
Financial Statement
As of June 30, 2022

Cash and Investment Distribution by Fund									
Transaction Information		101 GENERAL FUND	102 DEBT SERVICE FUND	103 CAPITAL PROJECTS FUND	110 GRANT FUND	111 HOTEL / MOTEL OCCUPANCY TAX FUND	112 COURT TECHNOLOGY FUND	113 COURT SECURITY FUND	114 COURT CHILD SAFETY TRUST FUND
Description	Security Type								
LOGIC	Investment Pool	\$ 396,262	\$ 72,278	\$ 29,591	\$ 200,123	\$ 54,366	\$ (1,518)	\$ 10,151	\$ 805
TexSTAR	Investment Pool	396,213	72,269	29,587	200,098	54,360	(1,518)	10,150	805
TexasDAILY	Investment Pool	396,221	72,271	29,588	200,102	54,361	(1,518)	10,150	805
Lone Star	Investment Pool	396,236	72,273	29,589	200,110	54,363	(1,518)	10,150	805
FNC	Money Market Mutual Funds	212	39	16	107	29	(1)	5	0
FNC Brokered CD's, Agencies	Certificates of Deposit, Agencies	813,086	148,307	60,717	410,631	111,554	(3,114)	20,829	1,652
Total of Investments		2,398,229	437,436	179,088	1,211,171	329,032	(9,185)	61,436	4,873
Cash		3,215,095	586,432	266,664	1,623,711	903,845	(12,314)	82,361	6,533
Total Investments & Cash		5,613,325	1,023,869	445,752	2,834,882	1,232,877	(21,499)	143,797	11,406

Transaction Information		115 POLICE STATE FORFEITURE FUND	116 POLICE FEDERAL FORFEITURE FUND	119 WAR MEMORIAL FUND	201 WATER & WASTEWATER UTILITY FUND	203 CAPITAL PROJECTS FUND	301 BEAUTIFICATION FUND	801 PAYROLL PAYABLES	TOTAL
Description	Security Type								
LOGIC	Investment Pool	806	451	635	113,030	116,701	1,142	5,717	1,000,542
TexSTAR	Investment Pool	806	451	635	113,016	116,687	1,142	5,716	1,000,417
TexasDAILY	Investment Pool	806	451	635	113,018	116,689	1,142	5,716	1,000,436
Lone Star	Investment Pool	806	451	635	113,022	116,693	1,142	5,716	1,000,474
FNC	Money Market Mutual Funds	0	0	0	60	62	1	3	535
FNC Brokered CD's, Agencies	Certificates of Deposit, Agencies	1,653	926	1,303	231,925	239,458	2,343	11,730	2,053,000
Total of Investments		4,877	2,732	3,843	684,072	706,290	6,911	34,598	6,055,403
Cash		6,538	3,663	5,152	917,075	946,861	9,264	46,383	8,607,264
Total Investments & Cash		\$ 11,415	\$ 6,395	\$ 8,995	\$ 1,601,146	\$ 1,653,151	\$ 16,175	\$ 80,981	\$ 14,662,668



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
Bank Interest	\$ 3,400.25	\$ 620.20	\$ 275.64	\$ 1,717.22	\$ 846.53	\$ (13.02)	\$ 87.10	\$ 6.91
LOGIC	214.48	39.12	16.02	108.32	29.43	(0.82)	5.49	0.44
TexSTAR	165.03	30.10	12.32	83.34	22.64	(0.63)	4.23	0.34
TexasDAILY	172.85	31.53	12.91	87.29	23.71	(0.66)	4.43	0.35
Lone Star	187.66	34.23	14.01	94.77	25.75	(0.72)	4.81	0.38
FNC Money Market Mutual Funds	2.89	0.53	0.22	1.46	0.40	(0.01)	0.07	0.01
FNC Brokered CD's, US Agencies	1,036.12	188.99	77.37	523.27	142.15	(3.97)	26.54	2.11
Total	5,179.26	944.69	408.49	2,615.67	1,090.60	(19.84)	132.68	10.52

Summary of Investment Earnings								
Description	115 POLICE STATE FORFEITURE FUND	116 POLICE FEDERAL FORFEITURE FUND	119 WAR MEMORIAL FUND	201 WATER & WASTEWATER UTILITY FUND	203 CAPITAL PROJECTS FUND	301 BEAUTIFICATION FUND	801 PAYROLL PAYABLES	TOTAL
Bank Interest	6.91	3.87	5.45	969.89	1,001.39	9.80	49.05	8,987.19
LOGIC	0.44	0.24	0.34	61.18	63.16	0.62	3.09	541.54
TexSTAR	0.34	0.19	0.26	47.07	48.60	0.48	2.38	416.68
TexasDAILY	0.35	0.20	0.28	49.30	50.90	0.50	2.49	436.43
Lone Star	0.38	0.21	0.30	53.53	55.27	0.54	2.71	473.82
FNC Money Market Mutual Funds	0.01	0.00	0.00	0.82	0.85	0.01	0.04	7.29
FNC Brokered CD's, US Agencies	2.11	1.18	1.66	295.54	305.14	2.99	14.95	2,616.15
Total	\$ 10.53	\$ 5.90	\$ 8.30	\$ 1,477.33	\$ 1,525.32	\$ 14.92	\$ 74.72	\$ 13,479.10

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 July 2022

POPULATION DATA		
January-21	14,544	
January-22	13,997	
Annual Growth	-547	-3.76%

PART 1 UCR CRIMES

Offense Category	MONTHLY				YEAR TO DATE					
	Monthly Totals	Previous Month's Totals	Amount of Change	Percent Increase/Decrease	YTD 2022	2022 Per 1000/capita	YTD 2021	2021 Per 1000/capita	Amount of Change	Percent Increase/Decrease
Murder	0	0	No Change	*NC	0	0.00	1	0.07	-1	-100.00
Rape	1	0	1	*NC	7	0.50	15	1.03	-8	-53.33
Robbery	0	0	No Change	*NC	4	0.29	2	0.14	2	100.00
Individual	0		No Change	*NC	1	0.07	1	0.07	No Change	0.00
Business	0	0	No Change	*NC	3	0.21	1	0.07	2	200.00
Assaults	28	17	11	64.71	141	10.07	131	9.01	10	7.63
Aggravated	12	4	8	200.00	40	2.86	38	2.61	2	5.26
Other Assaults	16	13	3	23.08	101	7.22	93	6.39	8	8.60
Burglary	5	5	No Change	0.00	31	2.21	40	2.75	-9	-22.50
Habitation	1	4	-3	-75.00	15	1.07	18	1.24	-3	-16.67
Building	4	1	3	300.00	16	1.14	22	1.51	-6	-27.27
Theft	25	22	3	13.64	126	9.00	72	4.95	54	75.00
Burglary Vehicle	1	2	-1	-50.00	9	0.64	15	1.03	-6	-40.00
Burglary Coin-Op Machine	0	0	No Change	*NC	0	0.00	2	0.14	-2	-100.00
Thefts	24	20	4	20.00	117	8.36	55	3.78	62	112.73
Motor Vehicle Theft	3	5	-2	-40.00	22	1.57	17	1.17	5	29.41
TOTAL OFFENSES	62	49	13	26.53	331	23.65	278	19.11	53	19.06

TRAFFIC ACCIDENT SUMMARY

ACTIVITY	MONTHLY				YEAR TO DATE					
	Monthly Totals	Previous Month's Totals	Amount of Change	Percent Increase/Decrease	YTD 2022	2022 Per 1000/capita	YTD 2021	2021 Per 1000/capita	Amount of Change	Percent Increase/Decrease
Motor Vehicle Accidents	26	30	-4	-13.33	175	12.50	172	11.83	3	1.74
Injury Accidents	5	6	-1	-16.67	46	3.29	46	3.16	No Change	0.00
Number Transported	7	5	2	40.00	47	3.36	50	3.44	-3	-6.00
Fatality Accidents	1	0	1	*NC	2	0.14	1	0.07	1	100.00
Fatalities	1	0	1	*NC	2	0.14	1	0.07	1	100.00

PATROL & TRAFFIC DIVISIONS ACTIVITY

ACTIVITY	MONTHLY				YEAR TO DATE					
	Monthly Totals	Previous Month's Totals	Amount of Change	Percent Increase/Decrease	YTD 2022	2022 Per 1000/capita	YTD 2021	2021 Per 1000/capita	Amount of Change	Percent Increase/Decrease
Calls for Service	1,921	1,769	152	8.59	12,685	906.27	17,143	1178.70	(4,458)	-26.00
Citations	149	113	36	31.86	1,097	78.37	4,132	284.10	(3,035)	-73.45
Offense Reports	175	139	36	25.90	1,041	74.37	885	-1617.92	156	17.63
Response Time Avg. Emergency	10.67	4.13	6.54	158.35	5.46		5.76		-0.30	-5.21
Response Time Avg. Non-Emer.	5.75	4.96	0.79	15.93	6.02		4.87		1.15	23.61

COMMUNICATIONS DIVISION ACTIVITY

ACTIVITY	MONTHLY				YEAR TO DATE					
	Monthly Totals	Previous Month's Totals	Amount of Change	Percent Increase/Decrease	YTD 2022	2022 Per 1000/capita	YTD 2021	2021 Per 1000/capita	Amount of Change	Percent Increase/Decrease
NCIC/TCIC Entries	30	36	-6	-16.67	180	12.86	92	6.33	88	95.65
911 Calls - Total	485	465	20	4.30	3,104	221.76	11,020	757.70	(7,916)	-71.83
911 Calls - Police	269	258	11	4.26	1,683	120.24	2,575	177.05	-892	-34.64
911 Calls - Fire	66	75	-9	-12.00	457	32.65	327	22.48	130	39.76
911 Calls - EMS	150	132	18	13.64	964	68.87	2,257	155.18	-1293	-57.29

CRIMINAL INVESTIGATION DIVISION ACTIVITY

ACTIVITY	MONTHLY				YEAR TO DATE					
	Monthly Totals	Previous Month's Totals	Amount of Change	Percent Increase/Decrease	YTD 2022	2022 Per 1000/capita	YTD 2021	2021 Per 1000/capita	Amount of Change	Percent Increase/Decrease
Cases Assigned	76	84	-8	-9.52	545	38.94	506	34.79	39	7.71
Cases Cleared	38	70	-32	-45.71	443	31.65	461	31.70	-18	-3.90
Cases Filed (Misdemeanor)	3	34	-31	-91.18	248	17.72	237	16.30	11	4.64
Cases Filed (Felony)	3	38	-35	-92.11	192	13.72	238	16.36	-46	-19.33
Cases Filed (Juvenile)	0	1	-1	-100.00	15	1.07	9	0.64	6	66.67

ARRESTS

ACTIVITY	MONTHLY				YEAR TO DATE					
	Monthly Totals	Previous Month's Totals	Amount of Change	Percent Increase/Decrease	YTD 2022	2022 Per 1000/capita	YTD 2021	2021 Per 1000/capita	Amount of Change	Percent Increase/Decrease
DWI Arrest	8	4	4	100.00	41	2.93	36	2.48	5	13.89
Adult Arrests	56	39	17	43.59	352	25.15	386	26.54	-34	-8.81
City Warrant Cleared	18	10	8	80.00	70	5.00	298	20.49	-228	-76.51
Drug Related Arrests	30	26	4	15.38	145	10.36	78	5.36	67	85.90
Juvenile Arrests	4	1	3	300.00	21	1.50	8	0.55	13	162.50

POLICE PERSONNEL

ACTIVITY	MONTHLY				YEAR TO DATE					
	Monthly Totals	Previous Month's Totals	Amount of Change	Percent Increase/Decrease	YTD 2022	2022 Per 1000/capita	YTD 2021	2021 Per 1000/capita	Amount of Change	Percent Increase/Decrease
TCOLE Training Hours	200	124	76	61.29	3,705	264.70	998	68.62	2707	271.24
Community Meetings	9	10	-1	-10.00	57	4.07	23	1.58	34	147.83
Lake Patrol Hours	44	24	20	83.33	81	5.79	85	5.84	-4	-4.71
Volunteer Hours	72	39	33	84.62	246	17.58	796	54.73	-550	-69.10
Volunteer Security Checks	103	78	25	32.05	443	31.65	451	31.01	-8	-1.77
Open Records Requests	116	75	41	54.67	563	40.22	122	8.39	441	361.48
Special Events	1	3	-2	-66.67	9	0.64	4	0.28	5	125.00

CODE ENFORCEMENT ACTIVITY

ACTIVITY	MONTHLY				YEAR TO DATE					
	Monthly Totals	Previous Month's Totals	Amount of Change	Percent Increase/Decrease	YTD 2022	2022 Per 1000/capita	YTD 2021	2021 Per 1000/capita	Amount of Change	Percent Increase/Decrease
Inspections - Trash	36	19	17	89	128	9.14	261	17.95	-133	-51.0
- Junk Vehicles	9	12	-3	-25	31	2.21	56	3.85	-25	-44.6
- Grass/Weeds	28	40	-12	-30	137	9.79	174	11.96	-37	-21.3
- Illegal Signs	25	29	-4	-14	269	19.22	275	18.91	-6	-2.2
- Unsafe Conditions	2	0	2	*NC	5	0.36	4	0.28	1	25.0
- Vendors	2	1	1	100	5	0.36	52	3.58	-47	-90.4
- Other	6	5	1	20	20	1.43	12	0.83	8	66.7
Resolved - Trash	14	8	6	75	66	4.72	240	16.50	-174	-72.5
- Junk Vehicles	1	7	-6	-86	15	1.07	33	2.27	-18	-54.5
- Grass/Weeds	19	23	-4	-17	67	4.79	119	8.18	-52	-43.7
- Illegal Signs	25	29	-4	-14	267	19.08	273	18.77	-6	-2.2
- Unsafe Conditions	1	0	1	*NC	2	0.14	2	0.14	No Change	0.0
- Vendors	2	1	1	100	5	0.36	53	3.64	-48	-90.6
- Other	5	5	No Change	0	19	1.36	2	0.14	17	850.0

ANIMAL SERVICES ACTIVITY

ACTIVITY	MONTHLY				YEAR TO DATE					
	Monthly Totals	Previous Month's Totals	Amount of Change	Percent Increase/Decrease	YTD 2022	2022 Per 1000/capita	YTD 2021	2021 Per 1000/capita	Amount of Change	Percent Increase/Decrease
Dogs - Intake	35	41	-6	-15	215	15.36	212	14.58	3	1.4
Dogs - Adopted / Rescued	20	18	2	11	144	-263.25	151	10.38	-7	-4.6
Dogs - Reclaimed by Owner	7	3	4	133	39	2.79	29	1.99	10	34.5
Cats - Intake	11	22	-11	-50	89	6.36	80	5.50	9	11.3
Cats - Adopted / Rescued	11	9	2	22	44	3.14	60	4.13	-16	-26.7
Cats - Reclaimed by Owner	0	0	No Change	*NC	0	0.00	1	0.07	-1	-100.0
Calls for Service Total	139	111	28	25	887	63.37	581	39.95	306	52.7
Barking Dogs	1	1	No Change	0	11	0.79	23	1.58	-12	-52.2
Loose Animals	108	58	50	86	598	42.72	156	10.73	442	283.3
Other Wildlife - Livestock	3	10	-7	-70	33	2.36	26	1.79	7	26.9
Value of Donated Materials	\$300	\$196	104	53	\$2,094	149.60	\$3,024	207.92	-\$930	-30.8
Volunteer Hours	96	122	-26	-21	421	30.08	331	22.76	90	27.2
Community Service Hours	457	284	173	61	2,403	171.68	2,199	151.20	204	9.3



Fire Department

July Council Report



Fire Responses	
EMS Backups	88
Vehicle/Trailer Fires	1
Structure Fire	1
Structure Fire-Fully Active	0
Fire Alarms	60
Brush Fire Mutual Aid	20
Misc. Fires	20
Motor Vehicle Assists	36

Notes For Council:

The annual FD Splash Day event was a success.
We had a huge turnout.

EMS Report	
Out of Town Transfers	17
Christus Tyler	16
UT Tyler	1
Rusk Nursing Home Transfers	0
Treatment no Transports	54
Airport Flight Crew Transport	0
Emergency EMS Calls	240

Fire Marshall's Office	
Fire Inspections	16
Fire Investigations	3
Fire Permits	0
Plan Review/Meetings	5
Fire Prevention/Tours	8
Bailiff Hours	16



Community & Public Services Reported Concerns



Monthly Report

July-22

Building

CONCERN

Building

Illegal Use of Occupancy

Misc. - Issue Internal Use

General

Inspection

Other

Zoning Violations

Jul-22	Oct. 1 - YTD	Notes:
	0	
	0	
	0	
	3	
	0	
2	18	
	0	

Parks

CONCERN

Overgrowth

Trash & Rubbish

Other

Parks/Facility Maintenance

		Notes:
	0	
	0	
	3	
	0	

Public Services

CONCERN

General Request-Public Services

		Notes:
	7	

Sanitation

CONCERN

Trash Can

Trash & Rubbish

		Notes:
3	47	
	13	

Bulky Waste Pick Up Request

67	602	
----	-----	--

Streets

CONCERN

Decorative Street Light
Clogged Storm Drain
Dead/Fallen Tree on Street
Grass in Curb and Gutter
Low Limbs or Vegetation Blocking Line of Sight
Misc. Use
Other
Overgrowth
Pothole/Street Repairs
Right of Way Mowing
Signage
Stagnant Water
Street Light Out
Street Sweeping Needed

		Notes:
	4	
1	9	
4	30	
	2	
	0	
	0	
5	37	
3	9	
2	29	
2	3	
1	7	
	0	
	1	
2	10	

Water

CONCERN

Fire Hydrant Maintenance
locates
Water in the Streets
Water Leaks
Water Meter Leaks
Other

		Notes:
20	4	
	238	
	0	
11	98	
5	48	
6	53	

Wastewater Collection

CONCERN

Sewer backup
sewage other
Sewage Leak
Sewer Odor

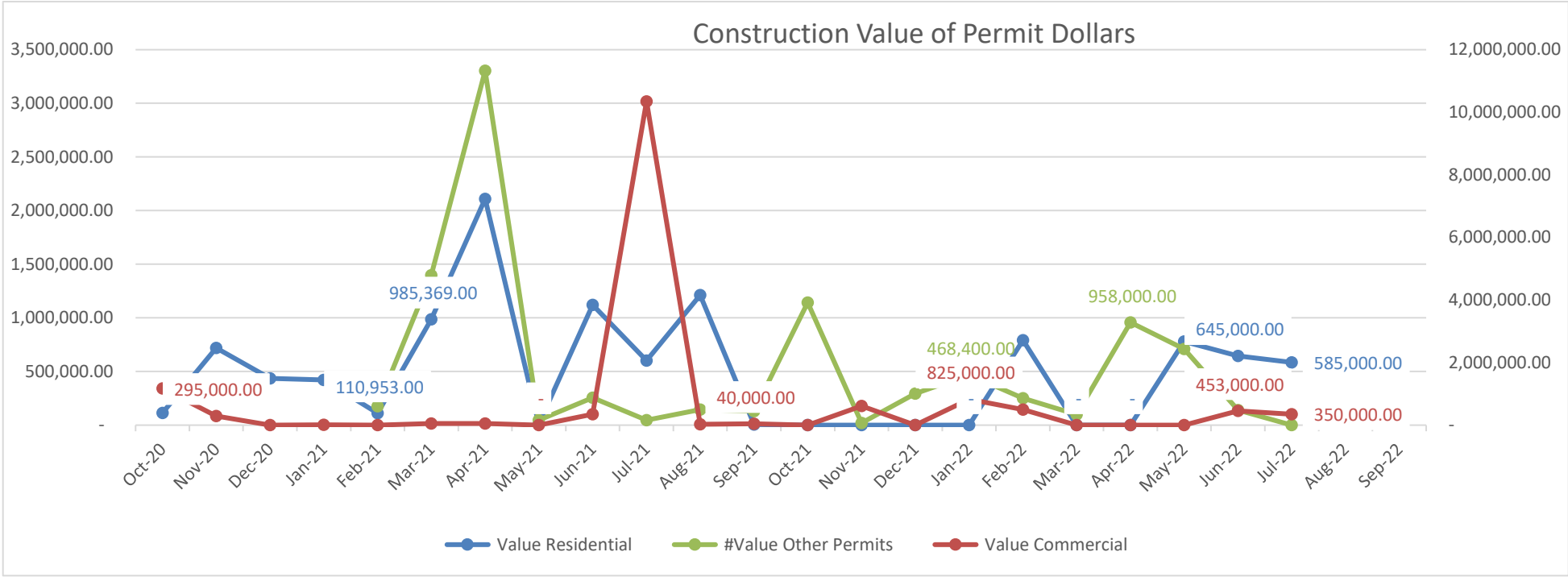
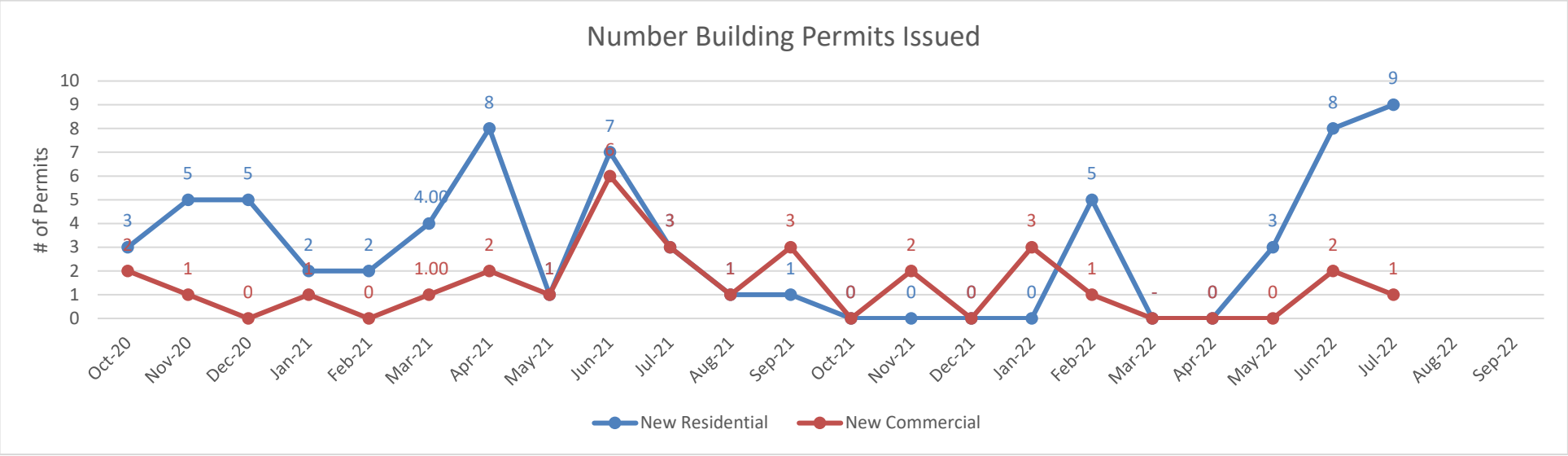
		Notes:
8	78	
1	6	
2	15	
	7	

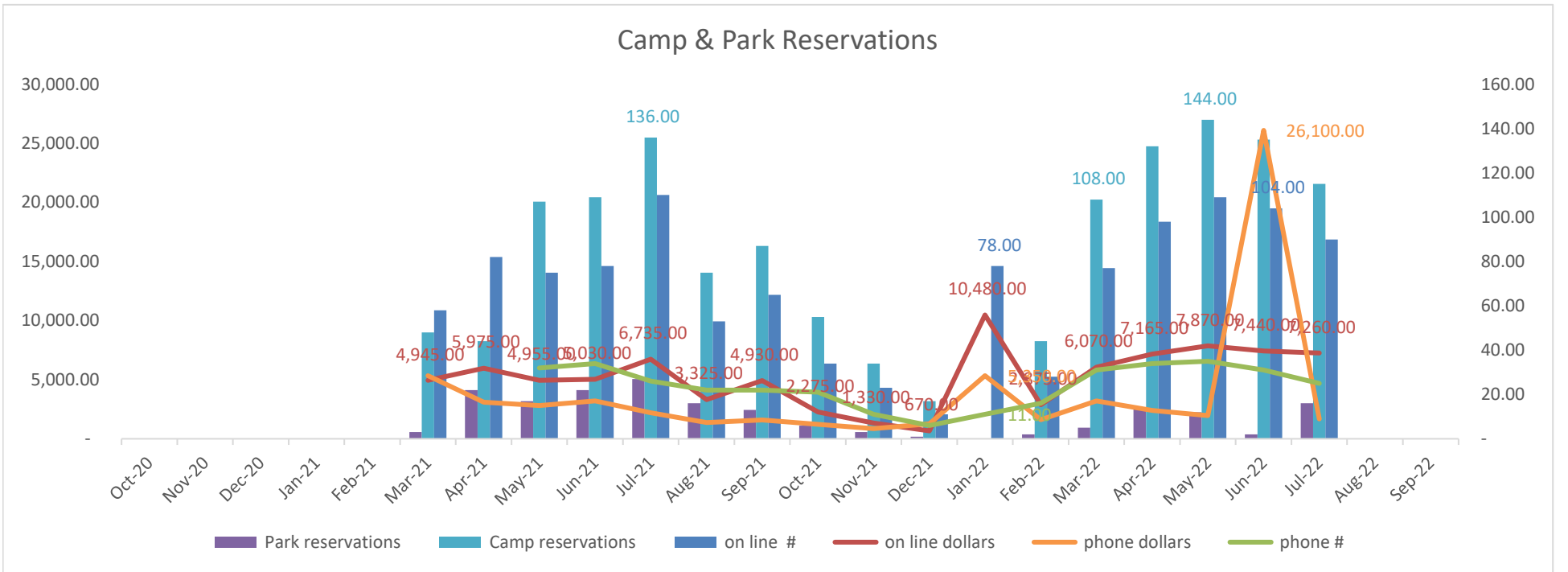
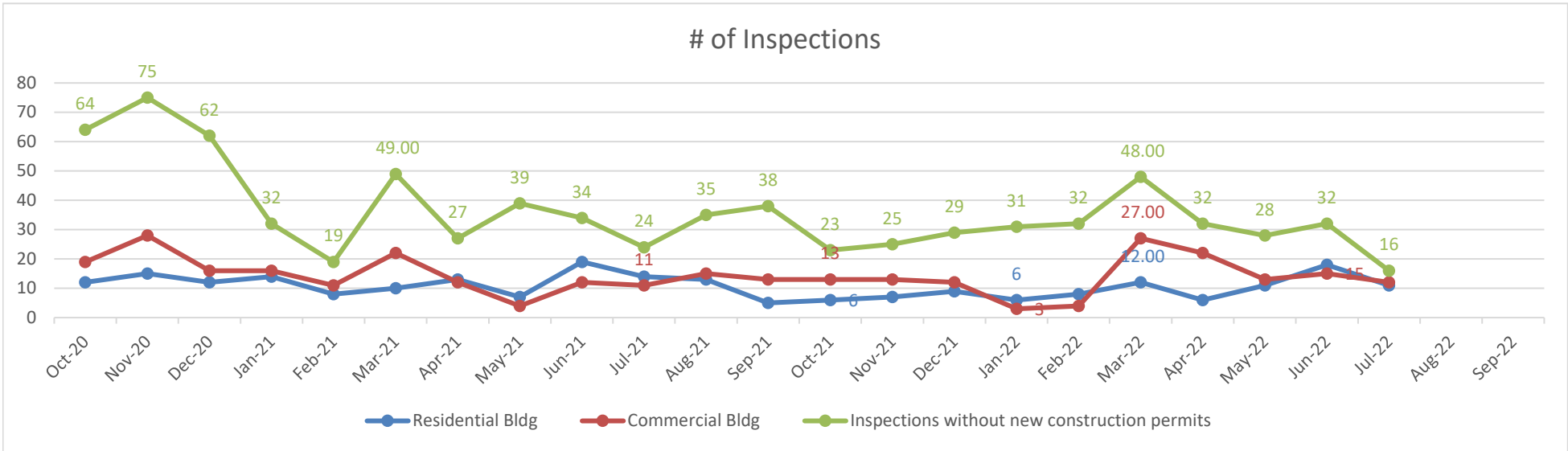
Utility Billing

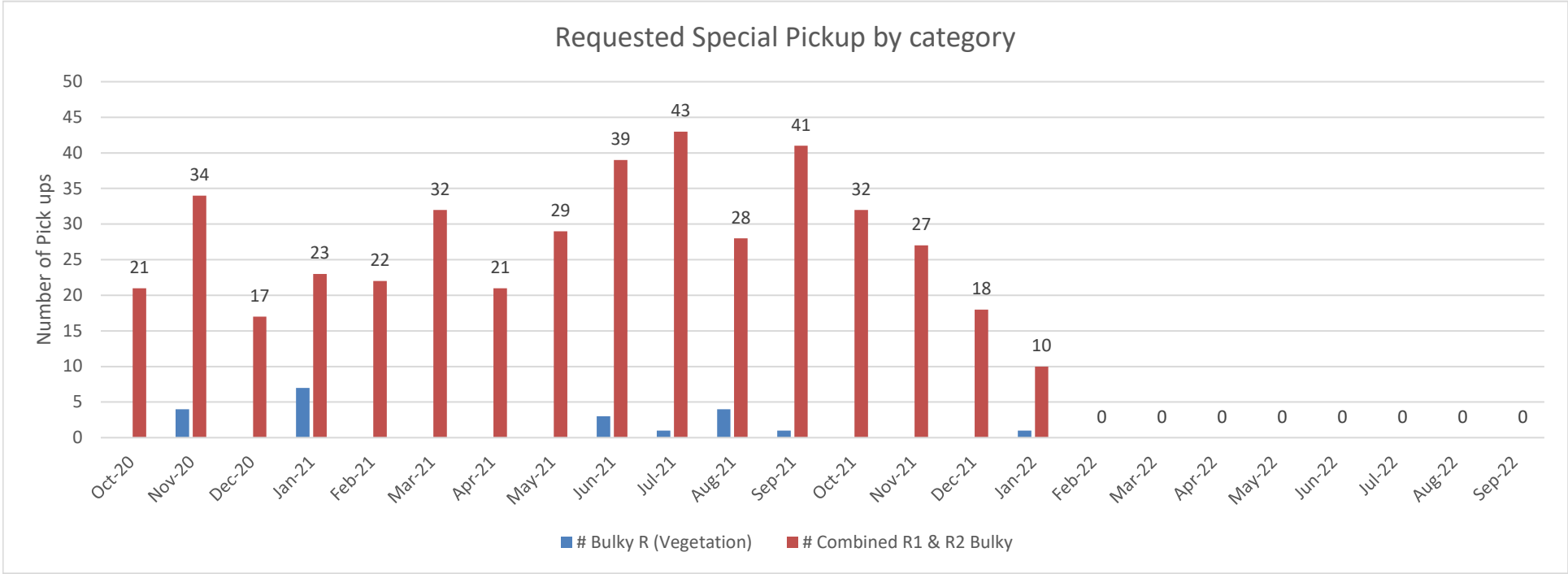
- CONCERN
- Park Reservations
- Permits
- Reads
- Meter Turn on/Turn off
- Account setups- new/transfer/ disconnect
- Biling questions
- AMI Meter repairs/ replacements

Totals

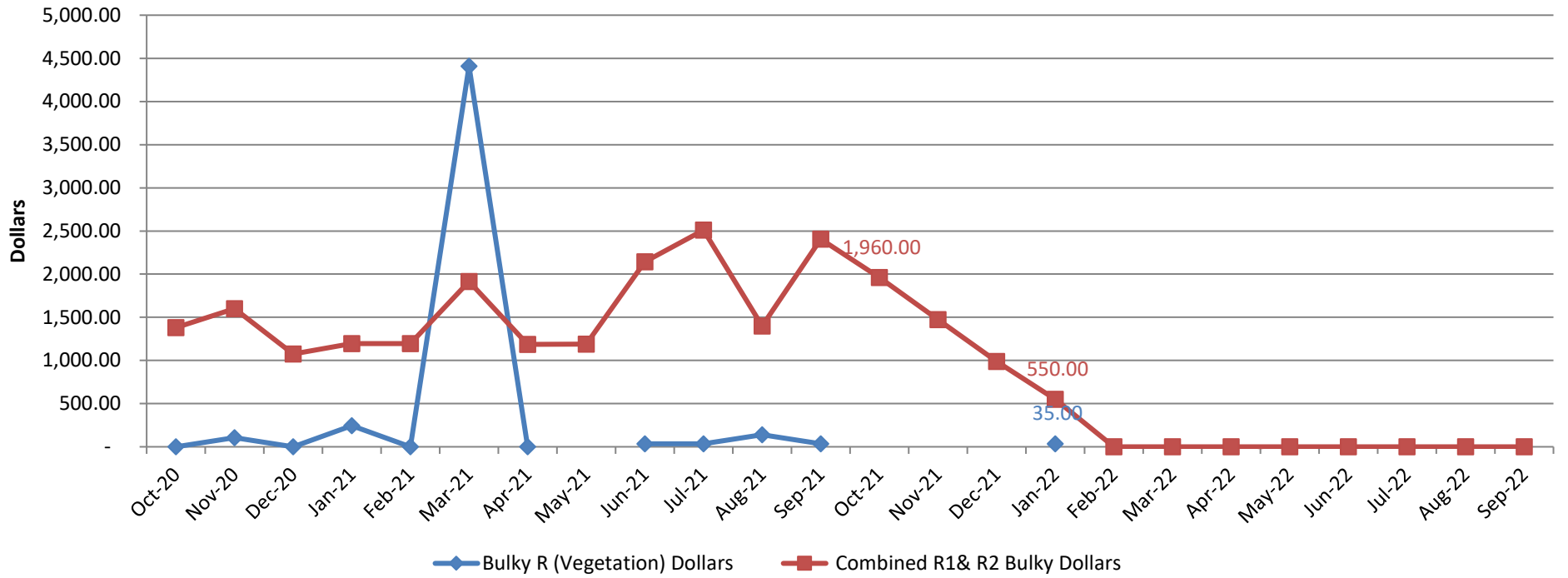
		Notes:
	0	
	0	
	0	
13	135	
	293	
	0	
27	274	
185	2083	



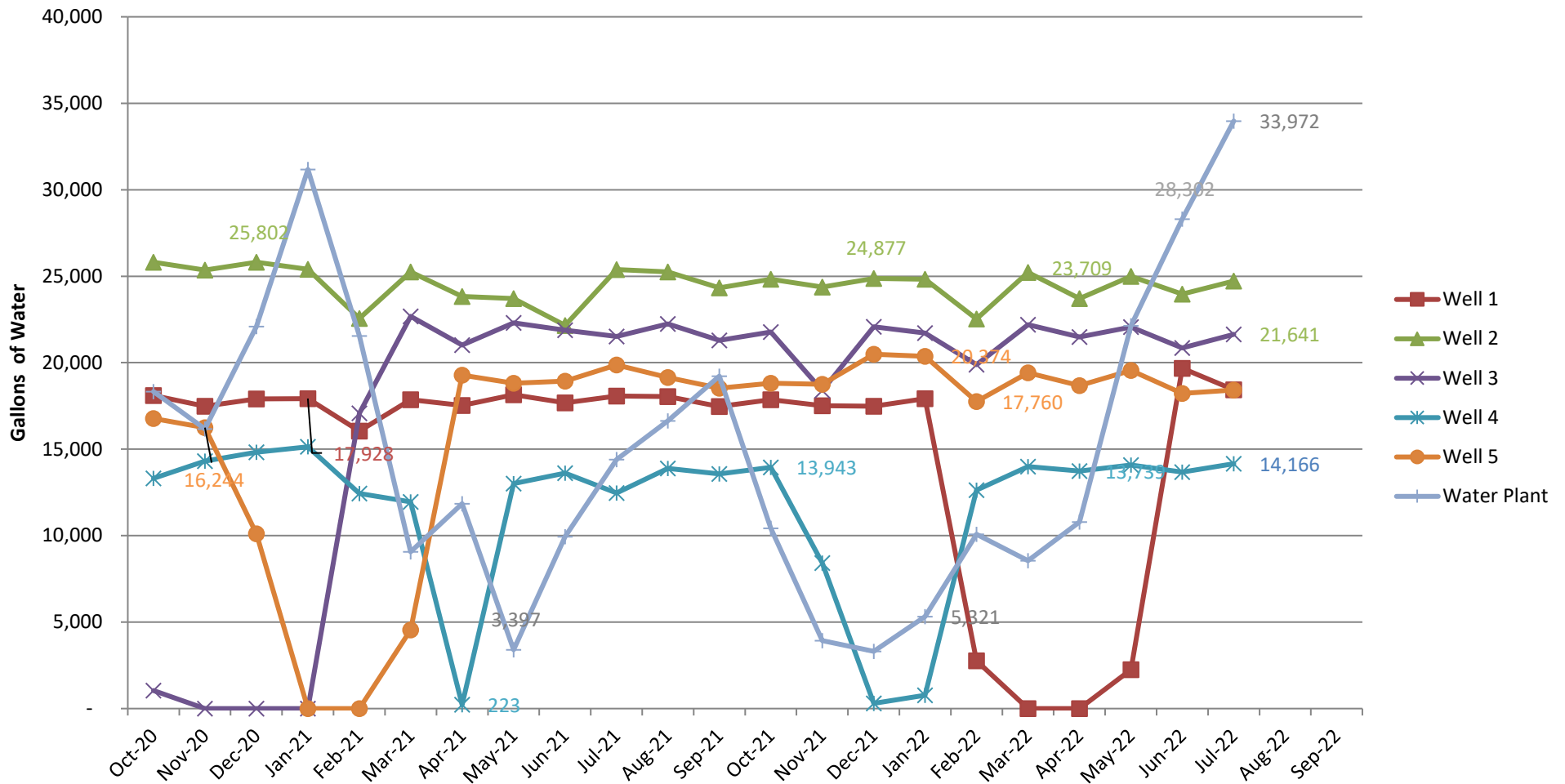




Sanitation Revenue from Special Pickup

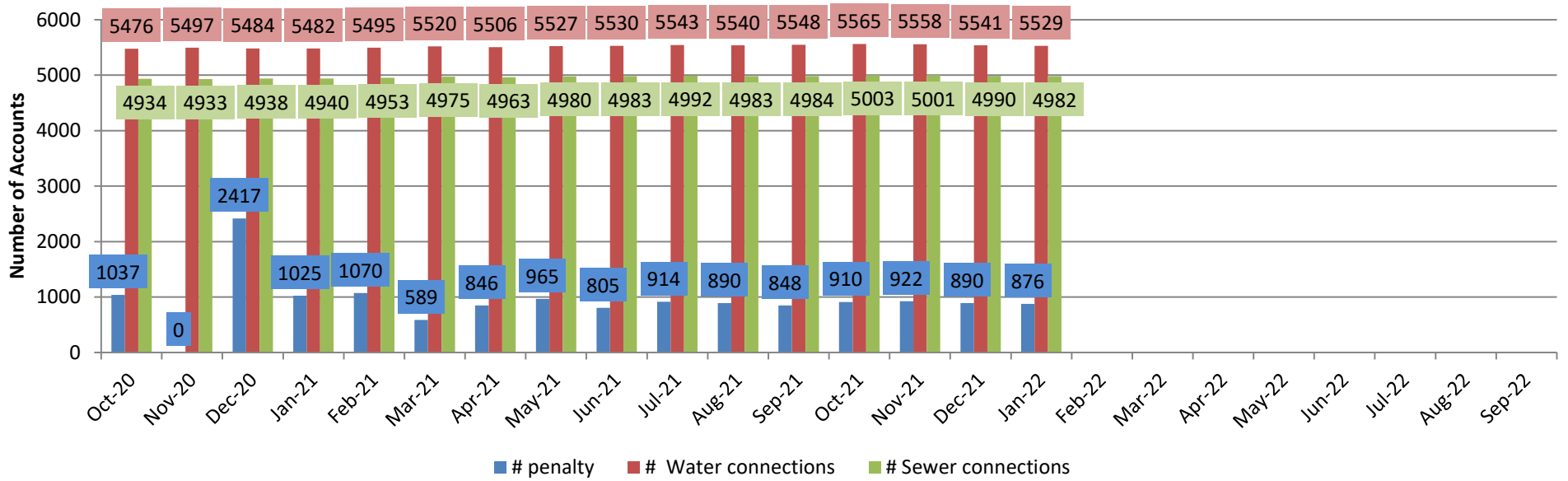


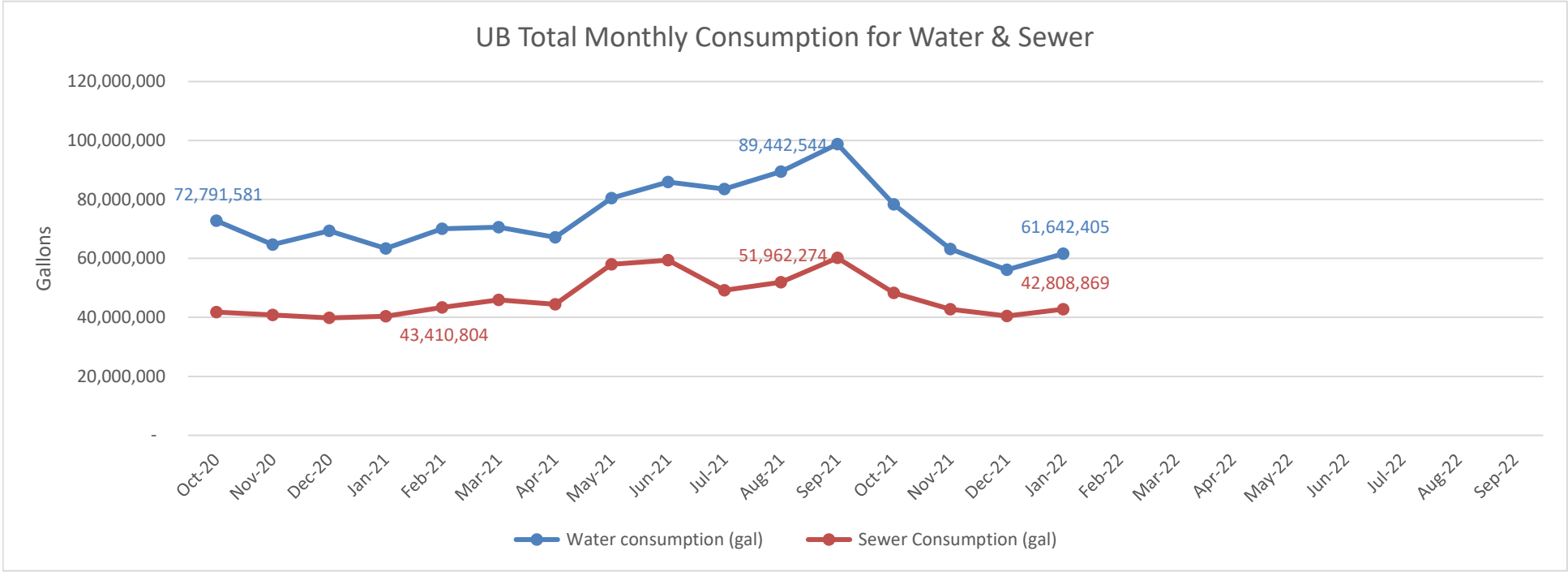
Monthly Water Production



** information from Water Plant Daily Production Logs

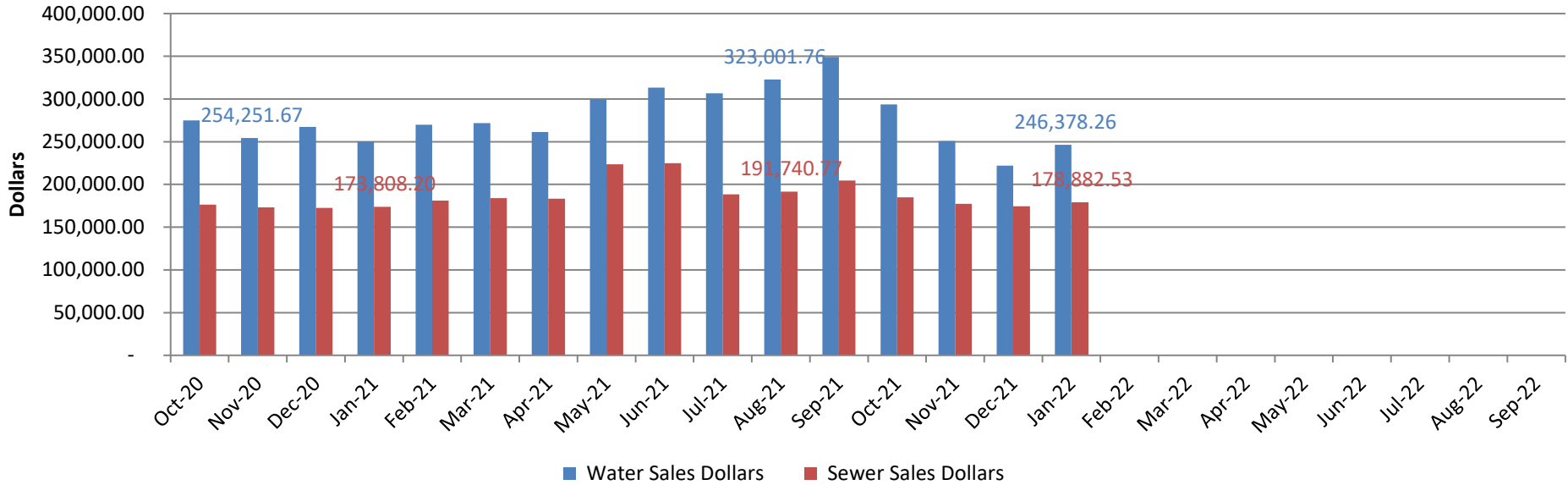
Monthly Billed total # of Accounts for Water/ Sewer & Penalties Applied



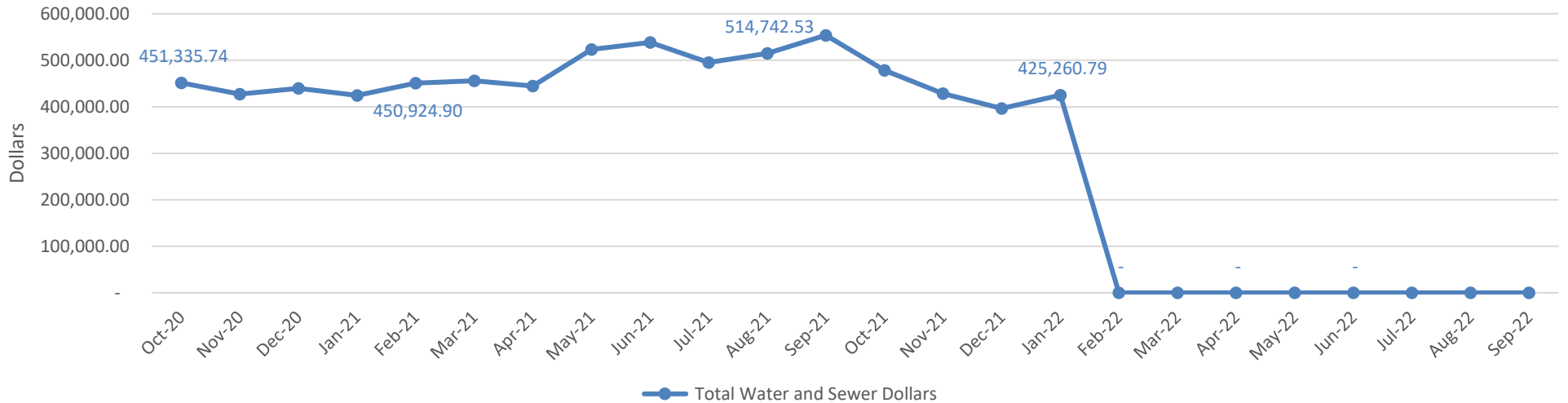


** information from Billing Recap by Rate Within Service Monthly report

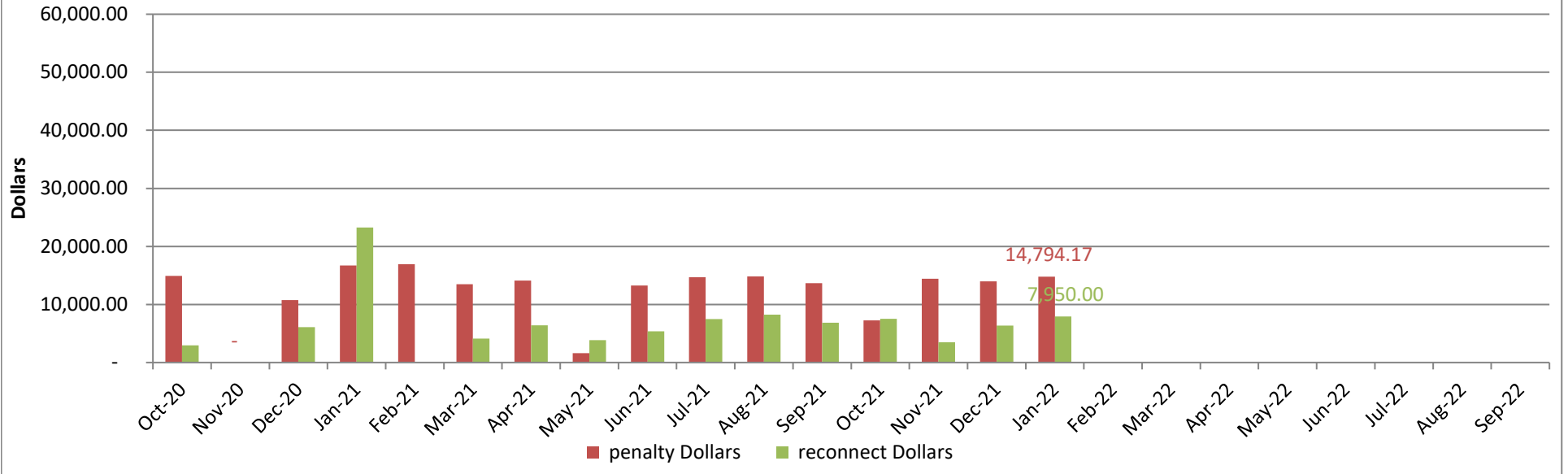
UB Revenue from Water & Sewer Sales



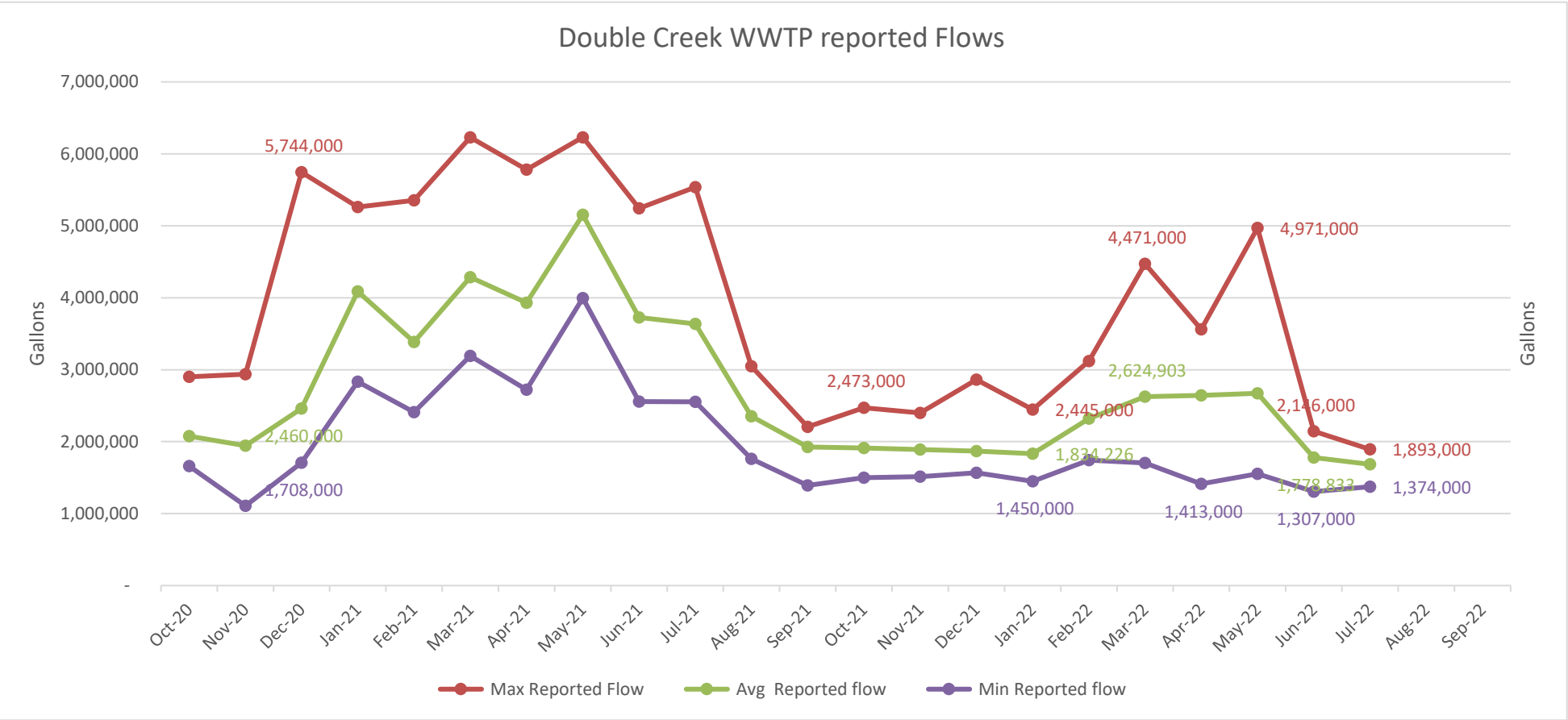
Combined Water and Sewer Grand Total Dollars

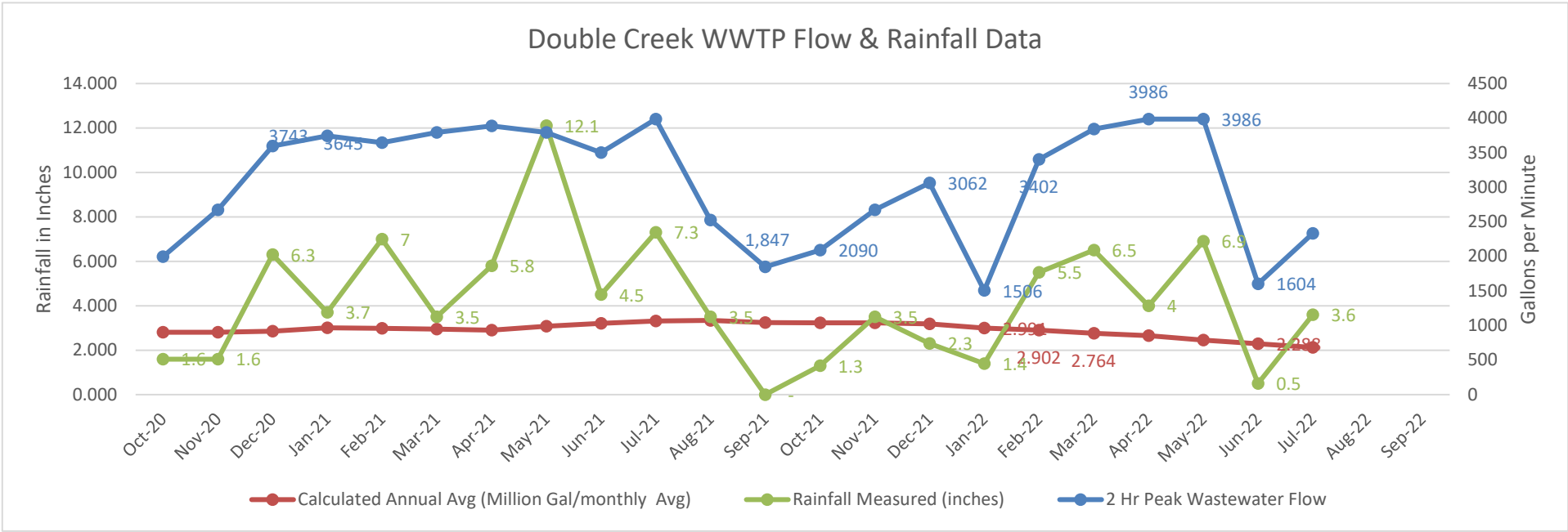


UB Revenue generated from Penalties Applied & Reconnection Fees



Wastewater:

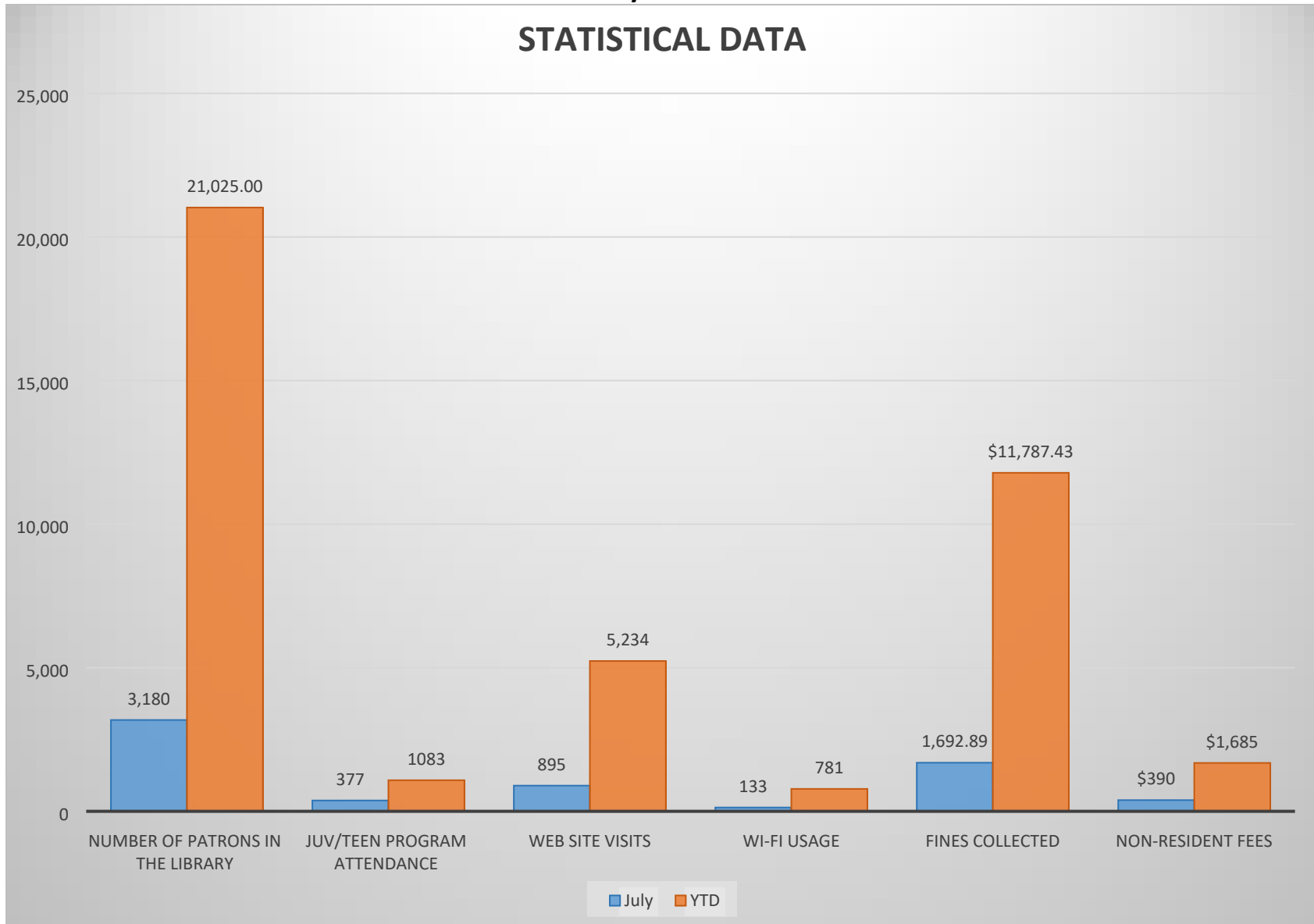




** information from WasteWater Plant Daily Log Reports

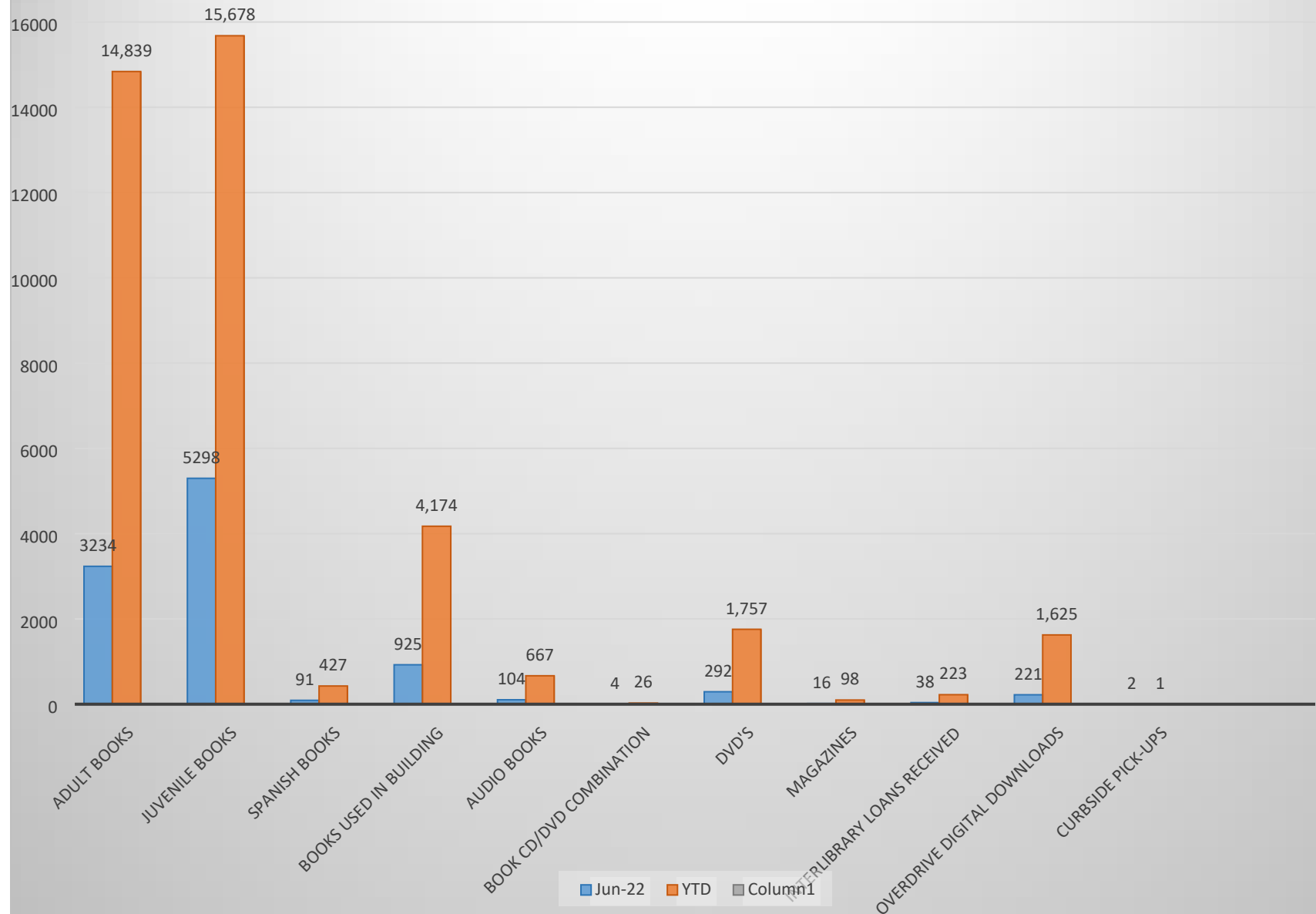
CITY OF JACKSONVILLE
PUBLIC LIBRARY
MONTHLY REPORT
July 2022

STATISTICAL DATA



CITY OF JACKSONVILLE
PUBLIC LIBRARY
MONTHLY REPORT
July 2022

Total Item Circulation



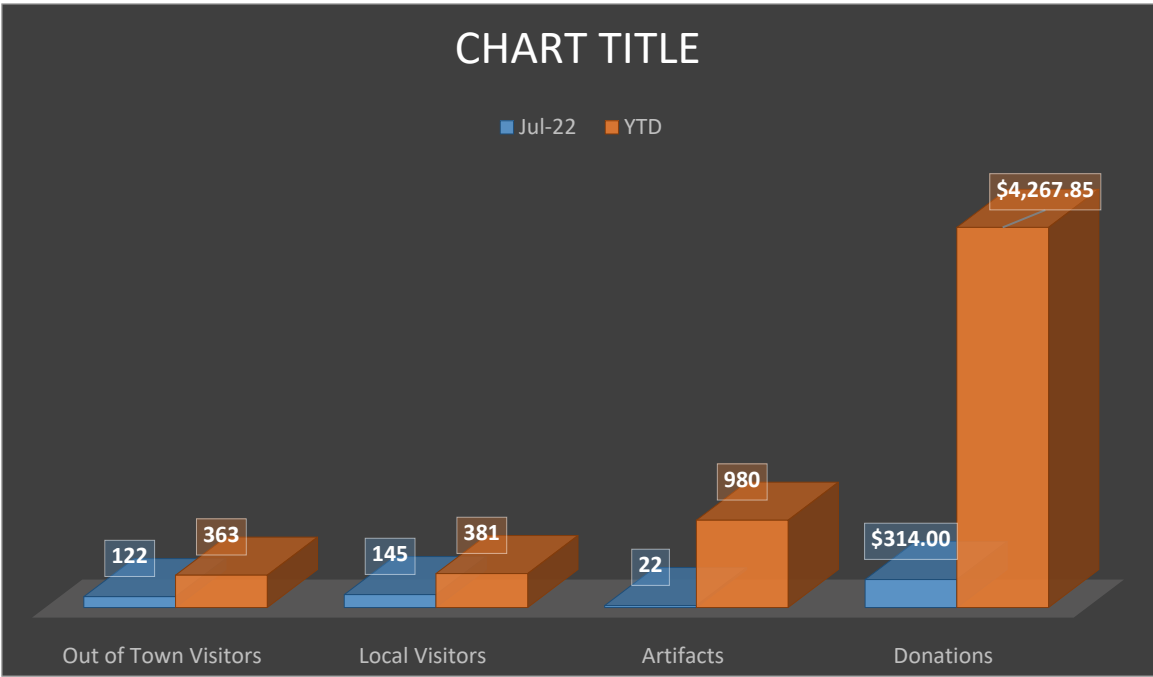
**CITY OF JACKSONVILLE
PUBLIC LIBRARY
MONTHLY REPORT
July 2022**

Items provided to other libraries through Interlibrary Loan: 17 monthly / YTD 127 total.

Book and DVD gifts to the library for the month of May: 27 items / YTD 300 items.

The data for this report was gathered on July 29, 2022.

CITY OF JACKSONVILLE
Vanishing Texana Museum
MONTHLY REPORT
July 2022



July 2022 total museum visitors - 267

Artifacts inventory for June = 477