



THE CITY OF JACKSONVILLE

**JACKSONVILLE CITY COUNCIL MEETING
JACKSONVILLE CITY HALL COUNCIL CHAMBERS
315 S. RAGSDALE
TUESDAY, DECEMBER 13, 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. 551.072 REAL PROPERTY**
 - 2. CALL TO ORDER**
 - 3. INVOCATION**
 - 4. PLEDGE OF ALLEGIANCE US & TEXAS FLAGS**
 - 5. SPECIAL PRESENTATION –
A. EMPLOYER OF THE MONTH PRESENTED BY JEDCO PRESIDENT SHANE PACE - PEBBLEBROOK APARTMENTS**
 - 6. CITIZEN PARTICIPATION**
 - 7. CONSENT AGENDA - ITEMS UNDER CONSENT AGENDA REQUIRE LITTLE OR NO DELIBERATIONS BY COUNCIL. APPROVAL OF CONSENT AGENDA AUTHORIZES THE CITY MANAGER OR HIS DESIGNEES TO PROCEED WITH CONCLUSION OF EACH ITEM IN ACCORDANCE WITH STAFF RECOMMENDATION
A. MINUTES APPROVAL - NOVEMBER 8, 2022 REGULAR COUNCIL MEETING; NOVEMBER 14, 2022 SPECIAL CALLED COUNCIL MEETING; DECEMBER 8, 2022 AGENDA WORKSHOP
B. RE-APPOINT JANIE BARBER AND BARBARA HUGHINS AND APPOINT KIM HANSEN TO THE VANISHING TEXANA MUSEUM BOARD
C. APPOINT JANIE BARBER AS CHAIR AND JERRY MCDONALD AS CO-CHAIR FOR THE VANISHING TEXANA MUSEUM BOARD**
 - 8. ANY ACTION OUT OF EXECUTIVE SESSION IF NECESSARY**
 - 9. PUBLIC HEARING - FOR COMMUNITY DEVELOPMENT BLOCK GRANT PROJECT**
 - 10. DISCUSS AND CONSIDER WITH POSSIBLE ACTION AN ORDINANCE UPDATING CHAPTER 9 - GARBAGE, TRASH, SANITATION RATES, WEEDS AND ABANDONED PERSONAL PROPERTY**
 - 11. DISCUSS AND CONSIDER WITH POSSIBLE ACTION AN ORDINANCE MODIFYING WATER AND WASTEWATER RATES**
 - 12. DISCUSS AND CONSIDER WITH POSSIBLE ACTION AN ORDINANCE INITIATING THE VOTER APPROVED 2% VENUE TAX ON HOTEL STAYS**
 - 13. DISCUSS AND CONSIDER WITH POSSIBLE ACTION A CITY PERSONNEL POLICY - SICK LEAVE BANK (SHORT-TERM DISABILITY LEAVE)**



THE CITY OF JACKSONVILLE

DECEMBER 13, 2022

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- 14. DISCUSS AND CONSIDER WITH POSSIBLE ACTION A CITY PERSONNEL POLICY UPDATE - SECTION V EMPLOYEE COMPENSATION AND ADVANCEMENT**
- 15. DISCUSS AND CONSIDER WITH POSSIBLE ACTION AWARDDING THE RFP FOR BULK FUEL**
- 16. DISCUSS AND CONSIDER WITH POSSIBLE ACTION AWARDDING THE RFB FOR MOWING THE CEMETERIES**
- 17. DISCUSS AND CONSIDER WITH POSSIBLE ACTION AWARDDING THE RFP FOR LAB TESTING AT THE TREATMENT PLANTS**
- 18. DISCUSS AND CONSIDER WITH POSSIBLE ACTION APPROVING AN AGREEMENT FOR THE ENGINEERING WORK FOR WELL #3 GROUND STORAGE TANK REHABILITATION AS PART OF THE 2022-2023 CAPITAL IMPROVEMENTS BUDGET**
- 19. OPEN FORUM FOR MAYOR AND COUNCIL**
- 20. CITY MANAGER REPORT**
- 21. ADJOURN**

Posted this the 9th day of December 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>12/13/2022</u>	ITEM NUMBER:	<u>7.A.</u>
DEPARTMENT:	<u>Council and Board</u>	PREPARED BY:	<u>Greg Lowe, City Secretary</u>
INITIATED BY:	<u>Greg Lowe, City Secretary</u>	EXHIBITS:	<u>November 8, 2022 City Council Meeting, November 14, 2022 Special Called City Council Meeting, December 8, 2022 Agenda Workshop</u>

EXECUTIVE SUMMARY:

These are the minutes for the November 8, 2022 regular council meeting, the November 14, 2022 special called city council meeting and the December 8, 2022 agenda workshop.

RECOMMENDED ACTION:

Approve the minutes.

BID AND AWARD:

BUDGET DATA:

BUDGET JUSTIFICATION:

STRATEGY MAP

Citizens First	Strengthen Neighborhoods	Manage the "Business"	Focus on Infrastructure	Planning and Preparedness
1.1 Customer-centric service and processes ☐	2.1 Code compliance and updates ☐	3.1 Maintain a well-trained professional workforce ☐	4.1 Assess the condition of infrastructure ☐	5.1 Diversify the tax base ☐
1.2 Leverage the talent and input of citizens ☐	2.2 Parks, recreation, and community building ☐	3.2 Proactively seek process improvements ☐	4.2 Strengthen routine maintenance programs ☐	5.2 Leverage and maximize City facilities ☐
1.3 Transparent and engaging communication ☐	2.3 Community policing and crime prevention ☐	3.3 Ensure financial stability and stewardship ☐	4.3 Adopt a capital improvement program ☐	5.3 Disasters and emergencies ☐
1.4 Ensure value of services ☐	2.4 Preserve and revitalize existing neighborhoods ☐	3.4 Pursue partnerships and grants ☐	4.4 Protect natural resources ☐	5.4 Comprehensive community planning ☐

POLICY/GOAL CONSIDERATION:**LEGAL:**

The council approves all their meeting minutes.

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

Meeting Items

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

551.071 CONSULT CITY ATTORNEY

551.072 REAL PROPERTY

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

Mayor Randy Gorham

PLEDGE OF ALLEGIANCE US & TEXAS FLAGS

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

SPECIAL PRESENTATION –

**PRESENTATION BY CADEN FRANKLIN REGARDING
FAMILY, CAREER AND COMMUNITY LEADERS OF
AMERICA (FCCLA) AND THEIR WORK IN THE
COMMUNITY**

**Mr. Kaden Franklin, Ms. Sheila Gonzales and Ms. Cecilia
Sanchez presented the council with a slide show and
discussed what FCCLA does and how they help the
community.**

**BUSINESS OF THE MONTH PRESENTED BY JEDCO
PRESIDENT SHANE PACE**

**JEDCO President Shane Pace presented Kathleen Stanfield,
of Congratulations Awards Promos and Gifts, with the
business of the month award.**

CITIZEN PARTICIPATION

No one came forward.

**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**

**Councilman Hubert Robinson made a motion to approve the
consent agenda. Second, by Councilman Tim McRae. All
voted "Aye"**

**MINUTES APPROVAL - TUESDAY, OCTOBER 11, 2022
CITY COUNCIL MEETING; THURSDAY, NOVEMBER 3,
2022 AGENDA WORKSHOP**

**APPROVE THE CERTIFIED TAX ROLL AS SUBMITTED
BY THE CHEROKEE COUNTY APPRAISAL DISTRICT**

APPROVE THE EMPLOYEE HOLIDAY CALENDAR

**DECLARE VARIOUS ITEMS AND BUILDING
MATERIALS AT THE OLD CENTRAL FIRE STATION
AS SURPLUS AND APPROVE PLACING THEM UP FOR
AUCTION**

**ANY ACTION OUT OF EXECUTIVE SESSION IF
NECESSARY**

**Councilwoman Mindy Gellock made a motion to authorize
the city manager to negotiate the purchase of 214 E. Rusk St.
from Oncor. Second, by Councilman Tim McRae. All voted
"Aye"**

**A) PUBLIC HEARING - HEAR AND RECEIVE CITIZEN
INPUT ON A REQUESTED ZONE CHANGE AT 1020
WILLOW CREEK DRIVE FROM B (ONE AND TWO
FAMILY) AND G (COMMERCIAL) TO J (WHOLSALE,
WAREHOUSE, AND MANUFACTURING).
B) DISCUSS AND CONSIDER WITH POSSIBLE ACTION
AN ORDINANCE GRANTING THE REQUESTED ZONE
CHANGE**

**A) City Manager James Hubbard reviewed the request with
the council. Mr. Hubbard said the request was actually to
rezone to "H" Central Business District. Mr. Hubbard
explained that this would allow for the climate-controlled
storage units the developer planned to put in, but would not
allow for any industrial business at the locations. Mr.
Hubbard stated there was written opposition from more than
20% of the surrounding property owners and because of
that it would take a 4/5 super majority vote from the council
to approve the request. The applicant for the zone change,**

DISCUSS AND CONSIDER WITH POSSIBLE ACTION
AWARDING THE BID OF PIPING AND MATERIALS
FOR THE CANADA AND KIRKWOOD SEWER/STREET
PROJECT

DISCUSS AND CONSIDER WITH POSSIBLE ACTION
ACCEPTING THE BID OF \$200,000 FOR LOT 6 BLK. D
SOUTH SHORE SUB.

OPEN FORUM FOR MAYOR AND COUNCIL

CITY MANAGER REPORT

ADJOURN

Mr. Erik Osterhus, came forward and told council he planned on keeping the current tenant and turning the rest of the building into storage units.
Mayor Randy Gorham opened the public hearing at 6:15 pm.
Ms. Stephanie Williams came forward and stated she was with the group in opposition to the request, but with the change to "H" Central Business District, the group is no longer in opposition to the request. Mayor Randy Gorham closed the public hearing at 6:16 pm.
B) Mayor Pro tem Rob Gowin made a motion to approve the ordinance granting the requested zone change. Second, by Councilwoman Mindy Gellock. All voted "Aye"

City Manager James Hubbard explained to council this bid was for the material for the sewer project at Canada and Kirkwood St. Mr. Hubbard said five bids were received and staff is recommending to award the bid to APSCO in the amount of \$424,512. Mr. Hubbard said the next step was to bid the labor and obtain the necessary easements. Mr. Hubbard said that ARPA funds will be used to fund this project. Councilman Tim McRae made a motion to award the bid to APSCO and use ARPA funds to fund the project. Second, by Councilman Hubert Robinson. All voted "Aye"

City Manager James Hubbard told council the lake lots were put up for bid again in October and one bid was received for lot #6 in the amount of \$200,000. Mr. Hubbard also informed the council that lot #7 had closed. Councilwoman Mindy Gellock made a motion to accept the bid of \$200,000. Second, by Councilman Tim McRae. All voted "Aye"

None

City Manager James Hubbard told everyone that the polls close at 7pm and if you are in line at seven you will be allowed to vote. Mr. Hubbard reviewed the Neighbors Helping Neighbors event with the council. Mr. Hubbard said the Sesquicentennial event was amazing and a huge success. Mr. Hubbard commended the Sesquicentennial committee for all their hard work. He recognized Mr. Randall Chandler and all the Community and Public Services for their work on the Sesquicentennial celebration. Mr. Hubbard said the final event in the Sesquicentennial anniversary will be the time capsule burial on December 10.

6:24 pm

Randy Gorham, Mayor
City of Jacksonville

Greg Lowe, City Clerk

**JACKSONVILLE CITY COUNCIL MEETING
MONDAY, NOVEMBER 14, 2022
JACKSONVILLE CITY HALL COUNCIL CHAMBERS
315 S. RAGSDALE
12:00 PM**

Meeting Items

CALL TO ORDER

Mayor Randy Gorham 12:01 pm

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

Absent: Councilwoman Mindy Gellock

INVOCATION

Mayor Randy Gorham

DISCUSS AND CONSIDER WITH POSSIBLE ACTION A RESOLUTION CANVASSING THE NOVEMBER 8, 2022 SPECIAL CALLED CHARTER AND HOTEL MOTEL TAX ELECTIONS

City Manager James Hubbard told council the election had a very high voter turnout and he commended the Charter Review Committee for their work revising the charter. Councilman Tim McRae made a motion to approve a resolution canvassing the charter and hotel motel tax referendum elections. Second, by Councilman Hubert Robinson. All voted "Aye" 4-0

ADJOURN

12:03 pm

**_____
Randy Gorham, Mayor
City of Jacksonville**

**_____
Greg Lowe, City Clerk**

JACKSONVILLE CITY COUNCIL MEETING
THURSDAY, DECEMBER 8, 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.

PRESENTATION OF NEW GEN UTILITY RATE STUDY

Mr. Chris Ekrut reviewed the results of the study with the council. No action was taken on this item.

REVIEW AND DISCUSS AGENDA FOR REGULAR COUNCIL MEETING 13TH DAY OF DECEMBER, 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 proposed agenda with the council. Mr.Hubbard told the council a venue tax ordinance and a water rate ordinance would be added to the proposed agenda. No action was taken on any items.

QUESTIONS, COMMENTS, DISCUSSION

Councilwoman Mindy Gellock asked if the old trash carts were going to be picked up. City Manager James Hubbard said discussions are ongoing on how this needs to be done.

ADJOURN

12:56 pm

Randy Gorham, Mayor
City of Jacksonville

Greg Lowe, City Clerk



Jacksonville City Council

AGENDA ITEM REPORT

AGENDA DATE:	<u>12/13/2022</u>	ITEM NUMBER:	<u>7.B.</u>
DEPARTMENT:	<u>Administration</u>	PREPARED BY:	<u>Greg Lowe, City Secretary</u>
INITIATED BY:	<u>Greg Lowe, City Secretary</u>	EXHIBITS:	<u></u>

EXECUTIVE SUMMARY:

On December 3, 2020 the city council placed a moratorium on term limits on all the boards. Since that time, the by-laws of the boards have been modified, removing the term limits all together. While there are no term limits, there are still terms and appointments do need to be made.

In addition to the re-appointments, the Museum Board voted to appoint Kim Hansen to the board to replace Mr. John Taylor who is stepping down from the board.

It is the staff's intention to bring additional re-appointments to the council in January so as to have all re-appointments occur once a year. The museum board went ahead and made their re-appointments in November and with Mr. Taylor stepping down, it was necessary to bring these to council before the other board appointments.

RECOMMENDED ACTION:

Approve the appointments and re-appointments.

BID AND AWARD:

BUDGET DATA:

BUDGET JUSTIFICATION:

Council makes the appointments to all boards and commissions.

STRATEGY MAP

Citizens First	Strengthen Neighborhoods	Manage the "Business"	Focus on Infrastructure	Planning and Preparedness
1.1 Customer-centric service and processes ☐	2.1 Code compliance and updates ☐	3.1 Maintain a well-trained professional workforce ☐	4.1 Assess the condition of infrastructure ☐	5.1 Diversify the tax base ☐
1.2 Leverage the talent and input of citizens ☐	2.2 Parks, recreation, and community building ☐	3.2 Proactively seek process improvements ☐	4.2 Strengthen routine maintenance programs ☐	5.2 Leverage and maximize City facilities ☐
1.3 Transparent and engaging communication ☐	2.3 Community policing and crime prevention ☐	3.3 Ensure financial stability and stewardship ☐	4.3 Adopt a capital improvement program ☐	5.3 Disasters and emergencies ☐
1.4 Ensure value of services ☐	2.4 Preserve and revitalize existing neighborhoods ☐	3.4 Pursue partnerships and grants ☐	4.4 Protect natural resources ☐	5.4 Comprehensive community planning ☐

POLICY/GOAL CONSIDERATION:**LEGAL:**



Jacksonville City Council

AGENDA ITEM REPORT

AGENDA DATE:	<u>12/13/2022</u>	ITEM NUMBER:	<u>7.C.</u>
DEPARTMENT:	<u>Administration</u>	PREPARED BY:	<u>Greg Lowe, City Secretary</u>
INITIATED BY:	<u>Greg Lowe, City Secretary</u>	EXHIBITS:	<u></u>

EXECUTIVE SUMMARY:

With Mr. John Taylor stepping down from the position of chair of the Vanishing Texana Museum Board was vacant. The board voted in their November meeting to appoint Mrs. Janie Barber as chair and Mr. Jerry McDonald as Vice Chair.

RECOMMENDED ACTION:

Approve the appointments.

BID AND AWARD:

BUDGET DATA:

BUDGET JUSTIFICATION:

STRATEGY MAP

Citizens First	Strengthen Neighborhoods	Manage the "Business"	Focus on Infrastructure	Planning and Preparedness
1.1 Customer-centric service and processes ☐	2.1 Code compliance and updates ☐	3.1 Maintain a well-trained professional workforce ☐	4.1 Assess the condition of infrastructure ☐	5.1 Diversify the tax base ☐
1.2 Leverage the talent and input of citizens ☐	2.2 Parks, recreation, and community building ☐	3.2 Proactively seek process improvements ☐	4.2 Strengthen routine maintenance programs ☐	5.2 Leverage and maximize City facilities ☐
1.3 Transparent and engaging communication ☐	2.3 Community policing and crime prevention ☐	3.3 Ensure financial stability and stewardship ☐	4.3 Adopt a capital improvement program ☐	5.3 Disasters and emergencies ☐
1.4 Ensure value of services ☐	2.4 Preserve and revitalize existing neighborhoods ☐	3.4 Pursue partnerships and grants ☐	4.4 Protect natural resources ☐	5.4 Comprehensive community planning ☐

POLICY/GOAL CONSIDERATION:**LEGAL:**

The council approves the chair and vice chair for the Vanishing Texana Museum Board.



Jacksonville City Council

AGENDA ITEM REPORT

AGENDA DATE:	12/13/2022	ITEM NUMBER:	9.
DEPARTMENT:	Administration	PREPARED BY:	ReNissa Wade, Assistant City Manager
INITIATED BY:	ReNissa Wade, Assistant City Manager	EXHIBITS:	

EXECUTIVE SUMMARY:

The City of Jacksonville is anticipating applying for grant funding through the Texas Department of Agriculture 2023 Community Development Block Grant Program for Rural Texas (TxCDBG). Every year, the US Department of Housing and Urban Development provides federal Community Development Block Grant funds directly to states, which, in turn, provide the funds to small, rural cities with populations less than 50,000, and to counties that have a non-metropolitan population under 200,000 and are not eligible for direct funding from HUD. These small communities are called "non-entitlement" areas because they must apply for CDBG dollars through the Texas CDBG program. The City of Jacksonville is a non-entitlement community and meets this definition for eligibility. The primary objective of the Community Development Block Grant program is to develop viable communities by providing decent housing and suitable living environments and expanding economic opportunities principally for persons of low- to moderate-income.

To achieve these goals, the CDBG regulations outline the eligible activities and the National Objectives that each activity must meet. The state administers its CDBG programs according to the following goals: Improve public facilities to meet basic human needs, principally for low- and moderate-income persons. Improve housing conditions, principally for persons of low- and moderate-income. Expand economic opportunities by creating or retaining jobs, principally for low- and moderate-income persons. Provide assistance and public facilities to eliminate conditions hazardous to the public health.

The application process requires public input with regards to projects and the use of funds. The maximum funding available is \$350,000. The Public Works department has preliminarily identified two projects that would qualify for the TxCDBG grant. The first project is the Sycamore Street Sewer Improvements from US Hwy 79 to Sunset Ave. The second project is for the removal and installation of a package lift station to replace the current Tremont St. lift station. The purpose of this public hearing is to allow citizens an opportunity to discuss the citizen participation plan, the development of local housing and community development needs, the amount of TxCDBG funding available, all eligible TxCDBG activities, and the use of past TxCDBG funds. Citizens are encouraged to participate in the development of this TxCDBG application and to make their views known at this public hearing.

RECOMMENDED ACTION:

It is recommended that the City Council conduct a public hearing to receive input from the citizens of Jacksonville, Texas regarding project ideas to be included in the upcoming Community Development Block Grant application process.

BID AND AWARD:

Prior Awards

- 2003 Sewer Improvements \$250,000
- 2005 Sewer Improvements \$250,000
- 2009 Disaster CDBG Water/Sewer \$363,055
- 2012 Drainage improvements \$275,000
- 2017 Water & Sewer project \$275,000
- 2019 Water \$250,000
- 2020 Sidewalks \$500,000

BUDGET DATA:

BUDGET JUSTIFICATION:

STRATEGY MAP

Citizens First	Strengthen Neighborhoods	Manage the "Business"	Focus on Infrastructure	Planning and Preparedness
1.1 Customer-centric service and processes ☐	2.1 Code compliance and updates ☐	3.1 Maintain a well-trained professional workforce ☐	4.1 Assess the condition of infrastructure ☐	5.1 Diversify the tax base ☐
1.2 Leverage the talent and input of citizens ☐	2.2 Parks, recreation, and community building ☐	3.2 Proactively seek process improvements ☐	4.2 Strengthen routine maintenance programs ☐	5.2 Leverage and maximize City facilities ☐
1.3 Transparent and engaging communication ☐	2.3 Community policing and crime prevention ☐	3.3 Ensure financial stability and stewardship ☐	4.3 Adopt a capital improvement program ☐	5.3 Disasters and emergencies ☐
1.4 Ensure value of services ☐	2.4 Preserve and revitalize existing neighborhoods ☐	3.4 Pursue partnerships and grants ☐	4.4 Protect natural resources ☐	5.4 Comprehensive community planning ☐

POLICY/GOAL CONSIDERATION:**LEGAL:**



Jacksonville City Council

AGENDA ITEM REPORT

AGENDA DATE:	<u>12/13/2022</u>	ITEM NUMBER:	<u>10.</u>
DEPARTMENT:	<u>Administration</u>	PREPARED BY:	<u>ReNissa Wade, Assistant City Manager</u>
INITIATED BY:	<u>James Hubbard, CITY MANAGER</u>	EXHIBITS:	<u>Chapter 9 Garbage 12.08.22 clean (003)</u>

EXECUTIVE SUMMARY:

The City of Jacksonville City Council on October 11, 2022, approved the Municipal Materials Management Agreement with Republic Services, for both commercial and residential solid waste removal. As a part of the implementation of the contract, it was necessary to review and update the City of Jacksonville, Texas Code of Ordinance Chapter 9 Garbage, Trash, Weeds, and Abandoned Personal Property. It was anticipated that only a few minor changes would be necessary. Upon the initial review by staff, it was quickly made evident that a complete overhaul of the ordinance was necessary. The ordinance has not been updated since February 14, 2017, and as such many of the requirements in Articles I - V require substantial updates.

RECOMMENDED ACTION:

It is recommended that the City Council revoke and delete City of Jacksonville, Texas Code of Ordinance Chapter 9 Garbage, Trash, Weeds, and Abandoned Personal Property as written and replace it with the attached new Chapter 9 Garbage, Trash, Weeds, and Abandoned Personal Property.

BID AND AWARD:

BUDGET DATA:

BUDGET JUSTIFICATION:

STRATEGY MAP

Citizens First	Strengthen Neighborhoods	Manage the "Business"	Focus on Infrastructure	Planning and Preparedness
1.1 Customer-centric service and processes ☐	2.1 Code compliance and updates ☐	3.1 Maintain a well-trained professional workforce ☐	4.1 Assess the condition of infrastructure ☐	5.1 Diversify the tax base ☐
1.2 Leverage the talent and input of citizens ☐	2.2 Parks, recreation, and community building ☐	3.2 Proactively seek process improvements ☐	4.2 Strengthen routine maintenance programs ☐	5.2 Leverage and maximize City facilities ☐
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1.4 Ensure value of services ☐	2.4 Preserve and revitalize existing neighborhoods ☐	3.4 Pursue partnerships and grants ☐	4.4 Protect natural resources ☐	5.4 Comprehensive community planning ☐

POLICY/GOAL CONSIDERATION:**LEGAL:**

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF JACKSONVILLE, TEXAS AMENDING TO DELETE CHAPTER 9, “GARBAGE, TRASH, WEEDS AND ABANDONED PERSONAL PROPERTY” OF THE CODE OF ORDINANCES OF THE CITY OF JACKSONVILLE, TEXAS IN ITS ENTIRETY AND ADOPT IN ITS STEADTHE FOLLOWING AS A NEW CHAPTER 9, “GARBAGE, TRASH, WEEDS AND ABANDONED PERSONAL PROPERTY; PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, Chapter 9 of the Code of Ordinances governs garbage, trash, weeds and abandoned personal property; and

WHEREAS, Chapter 9 of the Code of Ordinances of the City of Jacksonville, Texas is in need of modification; and

WHEREAS, the City of Jacksonville desires to protect the health, safety and welfare of its residents;

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

Section I.

Chapter 9, Garbage, Trash, Weeds and Abandoned Personal Property of the Code of Ordinances of the City of Jacksonville, Texas, is revoked and deleted and the following new Chapter 9 is substituted therefor:

Chapter 9 GARBAGE, TRASH, WEEDS AND ABANDONED PERSONAL PROPERTY1

ARTICLE I. IN GENERAL

Sec. 9-1. Definitions.

For the purpose of this article, the following terms, phrases, words and derivations shall have the meaning set forth herein. When not inconsistent with the context, words used in the present tense shall include the future; words used in the plural number include the singular number and words in the singular number include the plural number. The word "shall" is always mandatory and not merely directory.

Brush. Brush, dense undergrowth, tree trimmings, weeds, large hedge trimmings and trees not exceeding eight (8) inches in diameter and cut into lengths not exceeding three (3) feet and tied in bundles for collection.

Carrion. The dead and putrefying flesh of any animal, fowl or fish.

Garbage. Any and all waste food, swill, carrion, slop and all wastes from the preparation, cooking and consumption of food and from the handling, storage and sale of farm produce.

Impure or unwholesome matters. Any putrescible or nonputrescible condition, object or matter that may, could or tends to cause injury, death of disease to human beings.

Junk. All worn out, worthless or discarded material, including but not limited to any of the following materials, or parts of said materials or any combination thereof: new or used iron, steel or nonferrous metallic scrap, brass or waste materials; used and/or inoperative household appliances, household electrical or plumbing fixtures, floor coverings and/or window coverings not currently in use; used lumber, brick, cement block, wire, tubing and pipe, tubs, drums, barrels and/or roofing material not currently in use; air conditioning and heating equipment not currently in use; used vehicle components and parts not currently in use; used furniture other than that designed for outdoor use or that which would normally be considered as antique furniture; used and/or inoperative residential lawn care equipment and machinery not currently in use; used pallets, windows or doors not currently in use; new or used sheet metal, structural steel and/or chain not currently in use; used and/or inoperable vending machines, radios and/or televisions not currently in use; and any other type of used and/or inoperable machinery or equipment not currently in use.

Large rubbish. All rubbish that cannot, because of its size, be stored in metal containers and shall include, but not be limited to, such items as tree branches, discarded furniture, old magazines, yard trimmings, extracted tree trunks, roots and building material.

Person. All natural human beings and organized entities including, but not limited to, corporations, limited liability companies, partnerships, limited partnerships, foundations, trusts, churches and commercial establishments.

Putrescible. The decompositions of organic matters with the formation of foul-smelling, incompletely oxidized products.

Nuisance. Any condition, object, material or matter that is dangerous or detrimental to human life or health; or that renders the ground, the water, the air or food a hazard or likely to cause injury to human life or health; or that is offensive to the senses; or that threatens to become detrimental to the public health; and shall include but not be limited to: any abandoned or uncovered (including unsecured covered) wells, shafts or basements, abandoned refrigerators, stagnant or unwholesome water, sinks, privies, filth, carrion, rubbish, junk, trash, debris or refuse, impure or unwholesome matter of any kind, and any objectionable, unsightly, or unsanitary matter of whatever nature.

Refuse. Both garbage and rubbish.

Rubbish. All waste of a disposable nature including, but not by way of exclusion, such items as metal and non-metal containers, paper, paper cartons, tree branches, yard trimmings, discarded furniture, tin cans, dirt, ashes, bottles and all other refuse not included in the terms "garbage", junk, trash, debris, rubble, stone, useless fragments of building materials, and other miscellaneous, useless waste or rejected matter.

Small rubbish. All rubbish other than large rubbish.

Trash. Garbage, rubbish and refuse.

Trash and debris. All manner of refuse, including but not limited to: piles of leaves, grass and weed clippings, paper trash, useless fragments of building materials, rubble, furniture other than furniture designed for outside use, useless household items and appliances, items of salvage, such as scrap metal and wood, old barrels, old tires, objects that hold water for an extended period of time, tree and brush trimmings, dead standing or fallen trees, and other miscellaneous wastes or rejected matter.

Weeds. Any vegetation that because of its height is objectionable, unsightly or unsanitary, excluding: shrubs, bushes, trees, cultivated flowers and cultivated crops.

Sec. 9-2. Nuisance declared.

The accumulation of junk, abandoned personal property, carrion, brush, garbage, weeds, impure or unwholesome matters, large rubbish, refuse, small rubbish, trash and debris, weeds, discarded furniture, discarded household appliances or any other unsanitary, unwholesome or unsightly matter upon any property, occupied or unoccupied, within the corporate limits of the city, shall constitute a nuisance as a public health and/or fire hazard and shall be subject to the provisions of this article.

Sec. 9-3. Unlawful to permit trash, rubbish, etc., to accumulate.

It shall be unlawful for any person, firm or corporation owning, claiming, occupying or having supervision or control of the surface of any real property, occupied or unoccupied, within the corporate limits of the city, to permit junk, abandoned personal property, carrion, brush, garbage, weeds, impure or unwholesome matter, rubbish, large rubbish, refuse, small rubbish,

trash and debris, discarded furniture, discarded household appliances or any other unsanitary, unwholesome or unsightly matter, or any objectionable, unsightly or unsanitary matter to accumulate. It shall be the duty of such person, firm, or corporation to keep such property free and clear of the matter referred to above.

Sec. 9-4. Unlawful to permit weeds or grass to grow in excess of twelve inches.

It shall be unlawful for any person, firm or corporation owning, claiming, occupying or having supervision or control of the surface of any real property, occupied or unoccupied, within the corporate limits of the city, to permit weeds or grass to grow to a height greater than twelve (12) inches upon such real property. Any such property upon which weeds or grass are permitted to grow to a height greater than twelve (12) inches shall be deemed a nuisance as a fire hazard and as dangerous to public health. It shall be unlawful for any person or persons in control of any such real property within the city to leave grass or weeds on such premises after they have been cut that is a nuisance. It shall be the duty of the owner or the person in control of such real property within the city to remove such weeds or grass from such premises after they have been cut.

Sec. 9-5. Duty of owner or person in charge to remove trash, objectionable matter, etc.

It shall be the duty of any owner or person, firm or corporation owning, claiming, occupying or having supervision or control of the surface of any real property to remove all junk, abandoned personal property, carrion, brush, garbage, weeds, impure or unwholesome matter rubbish, large rubbish, refuse, small rubbish, trash and debris, discarded furniture, discarded household appliances or any other unsanitary, unwholesome or unsightly matter, or any objectionable, unsightly or unsanitary matter from the premises and properly dispose of said items. It shall be the duty of any owner or person in control of any occupied or unoccupied premises to cut and remove all weeds and grass growing to a height greater than twelve (12) inches upon said property. The removing and cutting of weeds or grass at least once in every thirty (30) days shall be deemed a compliance with this article; and the owner or person in charge shall use every precaution to prevent the same growing on such premises so as to become a nuisance as herein defined.

Sec. 9-6. Inspections.

- (a) For purposes of ascertaining whether violations of this article exist, the city manager or any designee of the city manager, is authorized to inspect any premises, including the exterior of any structure built thereon.
- (b) If entry onto the property is refused, the city manager or any designee of the city manager, or his/her designee, shall have every recourse provided by law, including but not limited to search warrants or injunctive relief. If the owner, occupant, or person in control cannot be identified or located, the city manager or any designee of the city manager, or his/her designee, shall be authorized to enter the property in pursuit of the city manager or any designee of the city manager's duties to the extent allowed by law.

Sec. 9-7. Real property used for agricultural purposes or intended for development or investment; crops, weeds, or grass in right-of-way of street or easement.

It shall be unlawful for any owner or person in control of real property dedicated to an agricultural use to allow cultivated crops to grow within the right-of-way of any public street or easement, but same shall be kept mowed as provided above. Real property not used for agricultural purposes intended for development or investment purposes shall be maintained in accordance with sections 9-3, 9-4 and 9-5 of this article. Cutting or mowing of weeds and grass growing to a height greater than twelve (12) inches and the removal of trash, rubbish, discarded furniture, household appliances, or objectionable, unsightly and unsanitary matter once within every thirty (30) days and within one hundred fifty (150) feet of any property line shall be deemed a compliance with this article; and the owner or person in charge shall use every precaution to prevent same growing or accumulating on such premises so as to become a nuisance as herein defined.

Sec. 9-8. Notice to owner or person in control of premises not dedicated for agricultural purposes; failure to abate.

The city manager or any designee of the city manager of the city is authorized to notify the owner at the owner's address as recorded in the records of the Cherokee County Appraisal District of any premises within the city, not dedicated to an agricultural use, on which junk, abandoned personal property, carrion, brush, garbage, weeds, impure or unwholesome matter, rubbish, large rubbish, refuse, small rubbish, trash and debris, discarded furniture, discarded household appliances or any other unsanitary, unwholesome or unsightly matter, or any objectionable, unsightly or unsanitary matter, or any weeds that have grown to a height greater than twelve (12) inches, to abate said nuisance within ten (10) days. The notice shall be in writing, issued only one (1) time, and may be served on the owner or person in control of the premises by handing it to him in person or by United States Post Office First-Class Mail. If personal service cannot be obtained, notice may be had by publication at least one (1) time in a newspaper readily available in the City of Jacksonville, Texas or by posting the notice on or near the front door of each building on the property to which the violation relates, or by posting the notice on a placard attached to a stake driven into the ground on the property to which the violation relates. Failure of the owner or person in control to abate the said nuisance within ten (10) days of such notice will constitute prima facie evidence of violation of this article.

Sec. 9-9. Citation; work or improvements by the city; charges against the owner.

If the owner fails or refuses to comply with the demand for compliance in the notice provided for in 9-8 above, within ten (10) days of such notice, the city may issue citation to such person or persons owning or controlling such real property which is not in compliance with this article.

Sec. 9-10. Punishment for failure to abate after notice.

Any person, firm, corporation, partnership, association of persons, owner, agent, occupant, or anyone having supervision or control of any lot, tract, or parcel of land or portion thereof, occupied or unoccupied, in the city who shall fail, refuse or neglect to remove, cut or destroy any such weeds, grass, vines, brush, shrubs or other plants, not cultivated, as defined in this article growing to a height greater than twelve (12) inches, or any trash, garbage, refuse, junk or other such debris as defined in this article, prohibited by section 9-3, section 9-4, and section 9-5 of this article within the city limits within ten (10) days after being notified as provided in section 9-8 shall be deemed guilty of a misdemeanor and upon conviction thereof shall be fined for each offense and each time such person, firm, corporation, partnership, association of persons, owner, agent, occupant, or anyone having supervision or control of any lot, tract, parcel of land or portion thereof, occupied or unoccupied, fails, refuses, or neglects to cut or destroy such weeds, grass, vines, brush, shrubs or other plant not cultivated as defined by this article, or shall fail to remove any tract, garbage, refuse, junk or other such debris as defined in this article, after receiving notice as herein provided shall be a separate and distinct offense. Each day of non-compliance shall be deemed a separate offense.

Sec. 9-11. Enforcement.

The provisions of this article shall be enforced by the city manager or any designee of the city manager, and it shall be unlawful for any person to interfere with or hinder the city manager or any designee of the city manager, in the exercise of their duties under this article. Notwithstanding any provisions contained herein to the contrary, Jacksonville Police Department, the city manager or any designee of the city manager, are hereby granted the authority to issue citations to person violating any provision of this article in their presence.

Sec. 9-12. City manager to abate; when.

Prior to the abatement of the nuisance by the city manager or any designee of the city manager, effort shall be made to obtain compliance with this article by the owner or person in control of the premises. If after twenty (20) days after receipt of the notice set forth in section 9-8 of this article by the owner or person in control, the owner or person in control has failed to comply with this article, and no notice has been received in accordance with Section 54.00S(b) and (c) of the Local Government Code of the State of Texas or any amendment or successor thereto, the city manager or any designee of the city manager shall initiate action to abate the nuisance. Upon the failure of the owner or person in control to comply with the notice, as set forth in section 9-8 of this article, or upon the written request and authorization of such owner or person in control so notified, the city manager or any designee of the city manager of the city is authorized to abate said nuisance. All costs involved with the abatement of the nuisance will be the responsibility of the property owner or person in control.

Sec. 9-13. When weeds, grass, shrubs, trees, etc., declared nuisance; abatement.

It shall be unlawful for any person, firm or corporation owning, claiming, occupying, or having supervision or control of, any real property, occupied or unoccupied, within the corporate

limits of the city, to permit weeds, grass, bushes, trees, shrubs, plant substance(s), or any part(s) thereof, whether living or not, that originate or have their roots on said real property, to hang over, overhang, grow into, or grow over any public place within the city, if said growth is overhanging below twelve (12) feet from a vertical line with the starting point of the horizontal plane of the public place. When such above prohibited conduct occurs, such growth and premises shall be deemed a nuisance and as dangerous to public health. It shall be the duty of person(s), firm or corporation named to abate the nuisance so that the overhang is not below the twelve-foot point. It likewise shall be unlawful for the person(s), firm or corporation named to leave said growth on such public place after they have cut or trimmed such growth. The city shall have the authority to abate the described nuisance by the city manager or any designee of the city manager of the city sending notice to such described person in accordance with applicable sections of this article upon the failure of the owner or person in control to comply with the notice, as set forth in section 9-7 and other applicable sections of this article.

Sec. 9-14. Cost to be levied and assessed against property, etc.

The actual cost involved in the abatement of the nuisance by the city shall be levied, assessed and collected against property each time such abatement shall be performed. In the event that there are obstructions such as trees, shrubs, bushes, brush, excavations, foundations, demolished structures, or any other similar obstruction, an additional charge shall be levied, assessed and collected against such premises for the actual additional costs, resulting from the handling of these obstructions. The charges provided herein shall be levied, assessed and collected by the director of revenue and taxation of the city. If any person shall fail to pay the charges so assessed within thirty (30) days after being so notified, the director of revenue and taxation shall file with the County Clerk of Cherokee County, Texas, a statement by the mayor of such expenses. The city shall have a privileged lien on the premises, second only to tax liens and liens for street improvements, to secure the expenditures so made and ten (10) per cent per annum interest on the amount from the date payment is due. for any such expenditures and interest, suit may be instituted and foreclosure had in the name of the city; and the statement so made by the mayor, or a certified copy of the statement, shall be prima facie proof of the amount expended in such work or improvements.

Sec. 9-15. Reserved.

Sec. 9-16. Penalty.

Any person, firm or corporation violating any provisions of this article shall be subject to a fine, upon conviction in the municipal court, as provided in Section 1-5 of the Code of Ordinances.

Secs. 9-17. Reserved.

ARTICLE II. COLLECTION SERVICE

DIVISION I. GENERALLY

Sec. 9-18. Definitions.

For the purpose of this chapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

DEFINITIONS

Bags. Plastic sacks designed to store refuse with sufficient wall strength to maintain physical integrity when lifted by the top. Total weight of a bag and its contents shall not exceed thirty-five (35) pounds.

Bulky waste. Stoves, refrigerators (with all CFC removed), water tanks, washing machines, furniture and other similar items, and materials other than construction debris, large dead animals, hazardous waste or stable matter with weights or volumes greater than those allowed for bins or containers, as the case may be.

Bundle. Tree, shrub and brush trimmings or newspapers and magazines securely tied together forming an easily handled package not exceeding four (4) feet in length or thirty-five (35) pounds in weight.

City. City of Jacksonville, Texas.

Container for garbage, rubbish and yard waste collection. A cart or other container designed for solid waste management and supplied by the City's provider of Solid Waste collection services.

Construction debris. Waste building materials resulting from construction, remodeling, repair or demolition operations at a residential unit, municipal facility or large commercial and industrial unit.

Disposal site. A waste material depository designated by city or its agent, including, but not limited to sanitary landfills, transfer stations, incinerators, recycling facilities and waste processing/separation centers licensed, permitted or approved by all governmental bodies and agencies having jurisdiction and requiring such licenses, permits or approvals to receive for processing or final disposal of waste material and small dead animals.

Excluded waste. Excluded waste is all hazardous waste, offal waste, stable matter, vegetable waste, yard waste, and special waste.

Garbage. Any and all small dead animals; every accumulation of waste (animal, vegetable and/or other matter) that results from the preparation, processing, consumption, dealing in, handling, packing, canning, storage, transportation, decay or decomposition of meats, fish, fowl, birds, fruits, grains or other animal or vegetable matter (including, but not by way of limitation, used in tin cans and other food containers; and all putrescible or easily decomposable waste animal or vegetable matter which is likely to attract flies or rodents); except (in all cases) any matter included in the definition of excluded waste.

Hazardous waste. A form of excluded waste and is defined as any radioactive, volatile, corrosive, highly flammable, explosive, biomedical, infectious, biohazardous, toxic or listed or characteristic hazardous waste as defined by federal, state, provincial or local law or any

otherwise regulated waste. Hazardous waste shall include, but not be limited to, any amount of waste listed or characterized as hazardous by the United States Environmental Protection Agency or any state agency pursuant to the Resource Conservation and Recovery Act of 1976, as amended, and including future amendments thereto, and any other applicable federal, state or local laws or regulations.

Institutional solid waste. Solid waste originating from education, health care and research facilities such as schools, hospitals, nursing homes, laboratories and other similar establishments.

Large dead animals. Animals or portions thereof equal to or greater than ten (10) pounds in weight that have expired from any cause, except those slaughtered or killed for human use.

Multi-family. The term multi-family shall refer to all residential dwelling units of more than one (1) unit considered to be condominiums, apartment houses or grouped housing.

Offal waste. Waste animal (land or marine) matter from establishments such as butcher shops, slaughterhouses, food processing and packing plants, rendering plants and fertilizer plants.

Producer. An operator or occupant of a commercial or industrial facility or a residential unit who generates garbage, rubbish, yard waste or recyclable materials.

Recyclable materials. No recycle in this contract.

Residential unit. A dwelling within the corporate limits of the city where a person or group of people live. Each unit in a multi-family dwelling (e.g. condominium, apartment or other grouped housing structure) shall be treated as a separate Residential unit and shall be deemed occupied when either water or power services are being supplied thereto.

Rubbish. All waste wood, wood chips, shavings, sawdust, printed matter, paper, pasteboard, rags, straw, used and discarded mattresses, used and discarded clothing, used and discarded shoes and boots, combustible waste pulp and other products such as are used for packaging, or wrapping crockery and glass, ashes, cinders, floor sweepings, glass, mineral or metallic substances, and any and all other waste materials not included in the definition of excluded waste.

Small dead animals. Animals or portions thereof less than ten (10) pounds in weight that have expired from any cause, except those slaughtered or killed for human use.

Solid waste. Useless, unwanted or discarded materials with insufficient liquid content to be free-flowing, that result from domestic, industrial, commercial, agricultural, governmental and community operations which require proper storage, collection, transportation and disposal to prevent environmental pollution inimical to public health, safety and welfare. Solid waste does not include sewage, earl or material used to fill land in accordance with construction codes, mining residues, slag, dissolved or suspended solids in industrial waste water effluents which are not acceptable for disposal in sanitary sewage treatment system or any material included in the definition of excluded waste.

Special waste. Any nonhazardous solid waste which, because of its physical characteristics, chemical make-up, or biological nature requires either special handling, disposal procedures including liquids for solidification at the landfill, documentation, and/or regulatory authorization,

or poses an unusual threat to human health, equipment, property, or the environment. Special waste includes, but is not limited to:

- (1) Waste generated by an industrial process or a pollution control process;
- (2) Waste which may contain residue and debris from the cleanup of spilled petroleum, chemical or commercial products or wastes, or contaminated residuals;
- (3) Waste which is nonhazardous as a result of proper treatment pursuant to subtitle C of the Resource Conservation and Recovery Act of 1976 ("RCRA");
- (4) Waste from the cleanup of a facility which generates, stores, treats, recycles or disposes of chemical substances, commercial products or wastes;
- (5) Waste which may contain free liquids and requires liquid waste solidification;
- (6) Containers that once contained hazardous substances, chemicals, or insecticides so long as such containers are "empty" as defined by RCRA;
- (7) Asbestos containing or asbestos bearing material that has been property secured under existing applicable law;
- (8) Waste containing regulated polychlorinated biphenyls (PCBs) as defined in the Toxic Substances Control Act (TSCA);
- (9) Waste containing naturally occurring radioactive material (NORM) and/or technologically-enhanced NORM (TENORM); and
- (10) Municipal or commercial solid waste that may have come into contact with any of the foregoing.

Stable matter. All manure and other waste matter normally accumulated in or about a stable, or any animal, livestock or poultry enclosure, and resulting from the keeping of animals, poultry or livestock.

Waste material. All nonhazardous, solid waste (including garbage and rubbish) generated at residential units that is not excluded by this contract. Waste material shall not include any excluded waste.

Vegetable waste. Putrescible solid waste resulting from the processing of plants for food by commercial establishments such as canneries. This definition does not include waste products resulting from the preparation and consumption of food in places such as cafeterias and restaurants.

Yard waste. Grass, leaves, flowers, stalks, stems, tree trimmings, branches, and tree trunks.

Sec. 9-19. Accumulation, collection generally.

The emptying or disposing of any garbage, trash, refuse or rubbish or the accumulation of such matter in any place within the city is prohibited, and no one except the duly authorized agents and employees of the city shall collect garbage and refuse or shall empty cans containing garbage or refuse substances or convey or transport garbage or refuse substance on the streets, alleys and public thoroughfares of the city, except a person who may be transporting his or her

own garbage or rubbish to a proper and authorized place of disposition for the same or a person collecting litter for proper disposal.

Sec. 9-20. Duty of persons.

- (a) It shall be unlawful for any person within the city to permit garbage, trash, refuse or rubbish to accumulate on any premises in the city without suitable provisions being made to keep the same collected in receptacles or containers and without collecting the same to be removed and disposed of as provided in this chapter.
- (b) It shall be unlawful for any person to dispose of any garbage, trash, refuse or rubbish in any receptacle or commercial container belonging to or leased by another person without the permission of the owner or lessee of the receptacle or commercial container.
- (c) Every person owning, leasing, managing, operating, using or occupying any building, apartment, house, structure, grounds or premises within the city shall keep each building, apartment, house, structure, grounds or premises clean, free and clear of all garbage, refuse, trash, rubbish; manure from lots, stables and poultry yards; all wastes, oils and greases of garages and tilling stations; and all other articles and accumulations that may cause such premises to become unsanitary or unsightly.

Sec. 9-21. Containers required; specifications.

- (a) All residents and commercial establishments that are not provided with commercial container service shall hereafter use only carts supplied by the City's solid waste provider. No Waste Material will be collected by the City's contractor providing Solid Waste management services that is not fully within such carts.
- (b) Every garbage container required by this subchapter shall be maintained in as sanitary condition as possible in view of the use to which it is put and shall be thoroughly cleaned as needed by washing.
- (c) One 95-gallon cart will be provided for solid waste to each residential and small commercial customer.
- (d) Additional carts are available for an extra cost as determined by the Solid Waste management contractor.
- (e) Broken and damaged carts must be reported to the Solid Waste provider and may be replaced as determined by the Solid Waste provider.
- (f) Lids or covers of all carts shall at all times be kept secure so that flies and other insects may not have access to the contents thereof, and such lids may only be removed while such receptacles are being filled or emptied.
- (g) Commercial establishments producing two yards or more of Solid Waste per week will be considered large commercial or industrial customers and must use commercial dumpsters/rolloffs supplied by the City's Solid Waste management provider.

Sec. 9-22. Placement of containers for collection.

At Residential Units, carts are to be placed at curbside for collection. Curbside refers to that portion of right-of-way adjacent to paved or traveled City roadways. For safety reasons, carts must be placed at least three feet away any objects including but not limited to mailboxes, parked cars, meters, fire hydrants and utility poles. Carts shall be placed at curbside no earlier than 6:00 pm on the day prior to service and removed from the curbside no later than 8:00 am on the day following collection. Commercial hand carts ae to be placed in the same location as that designated for residential carts unless such commercial service is to be provided in designated alleys, in which case such commercial customers are to follow the direction of the City's Solid Waste management contractor for placement.

Sec. 9-25. Periodic inspection; enforcing compliance.

The police chief or his/her designee may make inspection trips at regular intervals to determine whether garbage is being property collected, removed and disposed of as required by the provisions of this chapter or any other applicable health ordinance, and in the event it is found that there is a violation, appropriate and timely action shall be taken to ensure a full compliance with this chapter.

Sec. 9-26. Compulsory garbage pickup for all residential and commercial users of water within the corporate city limits.

From and after the effective date of this ordinance [January 10, 2012], all residences, churches and commercial operations within the city limits of the City of Jacksonville, Texas, shall be required to have their garbage picked up by the garbage collection service operated by the City of Jacksonville, or its authorized contractor, paying therefor the rates as heretofore established.

Sec. 9-28. Reserved.**Sec. 9-29. Inspection requirements for vehicles.**

Minimum requirements of all vehicles shall be covered tops, sides and doors on all parts of the vehicle utilized for refuse hauling. The cover may be metal, secured tarpaulin or wire mesh with a gauge and size equivalent to nineteen-gauge, one-half-inch hardware cloth.

Sec. 9-30. Reserved.

DIVISION 2. FEES AND CHARGES GENERALLY

Sec. 9-31. Residential.

Effective January 1, 2023, the following rate shall apply for collection and removal of certain waste materials from residential units. The rate shall be twenty-three dollars and nineteen cents (23.19) per month per residential unit for collection of Waste Material from no more than four 95-gallon containers, with collection occurring twice per week from residential curbside.

Sec. 9-32. Commercial.

- (a) *Commercial hand pick-up.* Collection of hand pick-up waste materials shall be by contract only with the city. Commercial hand pick-up shall be limited to those commercial customers who generate no more than two (2) cubic yards of refuse per week. The rate for such service shall be fifty-one dollars and seventy-one cents (\$51.71) per month.
- (b) *Commercial non-hand pick-up.* Collection of non-hand pick-up shall be by contract only with the city. The charge for commercial containers (dumpsters) shall be as follows:

SIZE	1X	2X	3X	4X	5X	6X	Extra Lift
2 Yard	69.46	120.17	161.48	208.10	239.53	260.94	28.61
3 Yard	85.53	143.38	202.73	256.96	317.66	435.08	40.07
4 Yard	98.41	177.99	247.08	320.06	394.92	501.58	51.52
6 Yard	114.81	215.88	319.88	423.04	512.37	709.26	57.25
8 Yard	127.02	240.12	384.26	519.29	632.86	698.60	62.98

*McDonalds 6-yard Vertipak 3× week \$992.98

*Locks \$5.00 per month extra

- (c) *Industrial, non-hand pick-up (roll-off containerized).* Collection of industrial, non-hand pick-up (roll-off containerized) shall be by contract with the city only. The charge for industrial, non-hand pick-up (roll-off container) shall be as follows:

SIZE	DELIVERY FEE	RENTAL/MONTH	PER HAUL
20 YD	\$75.00	\$110.00	362.01
30 YD	\$75.00	\$110.00	440.16
40 YD	\$75.00	\$110.00	519.15
30 / 35 YD COMPACTOR		NEGOTIABLE	656.14
40 / 42 YD COMPACTOR		NEGOTIABLE	675.26

Sec. 9-33. Churches, etc.

The rate for collecting and removing solid waste from churches and appurtenant buildings generating less than two (2) cubic yards of solid waste weekly shall be the same as for residences; the rate for collecting and removing solid waste from churches and appurtenant buildings generating more than two (2) cubic yards of solid waste weekly shall be the same as commercial operations.

Sec. 9-34. Utility deposit for residential and commercial solid waste collection.

A deposit for solid waste collections shall be required per account where no deposit has been imposed for water usage. The deposit shall be one-twelfth (1/12) of one (1) year's total utility billing or fifty dollars (\$50.00) whichever is greater.

Secs. 9-35, 9-36. Reserved.

Sec. 9-37. Monthly minimum.

The charges fixed herein shall constitute a minimum monthly charge, and there shall be no prorating of charges for services rendered for a period of less than one (1) month.

Sec. 9-38. Collection; suspension of service for nonpayment.

- (a) The charges fixed herein for the removal and disposal of all garbage shall be entered by the city against such owner, occupant, tenant or lessee using or occupying any building, house or structure receiving such service; and said charges shall be collected as similar charges are collected.
- (b) Any person who shall fail or refuse to pay the charges herein specified within fifteen (15) days from the date same shall become due and payable shall have his service suspended, and the City's collection contractor shall be notified immediately for appropriate action in accordance with the provisions of this article.

DIVISION 3. FEES AND CHARGES FOR SPECIAL PICKUP

Sec. 9-39. Residential brush, residential and commercial bulky waste collection and special pickup service.

- (a) The City operates a bulky truck. Residents may contract with the City to arrange for bulky waste service as a part of their waste services with the City. The monthly fee for bulky service shall be \$5.00 per month. Any residents who do not opt to include bulky waste service as a part of their monthly bill may request special collection; however the following charges will be assessed:

SPECIAL PICK-UP	
Pick-up Truck Load (R1)	\$45.00
Dump Truck Load (R2)	\$65.00
Only Tree and Vegetation (RR)	\$35.00

Residents will be required to follow the rules listed below regarding placement and allowable items for pickup.

1. Bulky waste items shall be placed at the curb for collection no earlier than 7:00 a.m. on Monday of the scheduled bulky waste collection week for that service unit and no later than 7:00 a.m. on the date for scheduled bulky waste collection for that service unit.
2. No more than ten (10) cubic yards of bulky waste per service unit may be placed out for collection per scheduled bulky waste collection week.
3. To facilitate loading, materials shall be placed neatly and in as tight a stack as possible at a point adjacent to the front curb. Materials shall be stacked away from utility poles, water and gas meters, fences, mail boxes, fire hydrants, trees, parked cars, power lines and other obstructions to prevent damage by collection equipment and to allow the safe collection of the materials.
4. Materials shall not be placed in the street, in an alley, on the sidewalk or on a vacant lot.
5. Refrigerators, freezers, dehumidifiers, air-conditioning units and other appliances must be free of CFCs/HCFCs. These items shall not be collected until the service unit has provided proof to the collector that CFCs/HCFCs have been removed from the appliance by a licensed technician.

(b) Bulky Service for commercial customers. Commercial customers may request bulky waste service from the City. Bulky waste service to commercial customers is subject to availability and the following charges will be assessed:

Base Trip Fee: \$150.00;

Hourly Fee: \$100.00; and

Commercial customers shall be responsible for any gate and dumping fees.

(c) A person commits an offense if a person:

1. Places bulky waste for collection in violation of this section; or

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2. Allows bulky waste placed for collection on property under his or her control in violation of this section to remain on such property.
 3. A person is subject to a service charge for collection of a bulky waste pile that is greater than ten (10) cubic yards. Such charge shall be assessed on the service unit's water bill pursuant to the fee schedule adopted by the city council for special pickup. Nothing herein shall prevent the city from issuing a citation for a violation described in this section.
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 4. A person is subject to a service charge for collection of a bulky waste pile that is placed for collection during a time other than that service unit's set-out period described in subsection (a) above. Such charge shall be assessed on the service unit's water bill pursuant to the fee schedule adopted by the city council for special pickup. Nothing herein shall prevent the city from issuing a citation for a violation described in this section.

Sec. 9-40. Reserved

Sec. 9-41. Penalty.

Any person who violates, disobeys, omits, neglects or refuses to comply with, or who resists the enforcement of any provision of this division shall be punished, upon conviction, by a fine as provided in Section 1-5 of the code of ordinances.

Secs. 9-42—9-48. Reserved.

ARTICLE III. ABANDONED PERSONAL PROPERTY

DIVISION I. GENERALLY

Sec. 9-49. Declaration of nuisance; impounding.

Any personal property other than a motor vehicle or animal placed, left standing, parked, erected or lying in violation of any ordinance of the city or left unattended more than forty-eight (48) continuous hours in or on any public street, alley, sidewalk, park, or other public place of the city is declared to be a nuisance, and any such property when so found shall be removed summarily by any police officer of the city and taken to the police pound and shall be kept there until redeemed or sold as herein provided.

State law reference(s)—See Vernon's Ann. Civ. St. art. 6701(d), § 94 for authority of city as to removal of illegally parked vehicles; offense of dumping junk near highway, P.C. art. 696a.

Sec. 9-50. Lien on impounded property.

The city shall have a lien on such impounded personal property for all costs incurred in impounding, storing, and advertising such property and such lien shall be prior and superior to all other liens of every kind, save and except liens for ad valorem taxes, and the city may retain possession thereof until all costs are paid and may sell the same as herein provided.

Sec. 9-51. Redemption—Procedure.

The owner or any person legally entitled to possession of such impounded personal property may redeem the same as follows:

- (1) *Before sale:* By paying to the chief of police the impounding fee and any other actual expenses incurred by the city in impounding and keeping the impounded property, as determined by the chief of police.
- (2) *After sale:* By paying to the buyer at the auction sale double the amount paid by him for such personal property and any reasonable expenses incurred by him for keeping same; provided, the property must be redeemed from the auction buyer within thirty (30) days after the date of the auction sale, excluding the date of sale; otherwise, title to said property shall become absolute in the auction buyer.

Sec. 9-52. Records.

The chief of police shall keep a record book which shall contain a description of all property impounded, the date and time of such impounding, the date notices of sale were posted and advertised and mailed to owners and lienholders, the return of receipts of registered notices, the date of the sale at auction, the amount realized for each article at such sale, the name and address of the owner and lienholders, if known, the name and address of the auction buyer, and any such other information as he may deem necessary.

Sec. 9-53. Fees.

The following fees shall be charged under this article and shall be paid into the city treasury:

- (1) For taking and impounding any personal property\$3.00
- (2) For preparing advertisements of sale for each article0.50
- (3) For selling each article0.50
- (4) For posting notices of sale relating to any one (1) article0.50

Secs. 9-55—9-59. Reserved.

DIVISION 2. SALE

Sec. 9-64. Property other than motor vehicles or animals; service of notice.

Before selling such personal property, the chief of police or designee shall post two (2) notices thereof, one (1) on the bulletin board located near the north entrance of the courthouse door of Cherokee County, Texas, and one (1) on the bulletin board outside the front entrance to City Hall, and shall cause a copy thereof to be published in a daily newspaper circulated in the city, once a week for two (2) consecutive weeks, the date of the first publication to be at least fourteen (14) days prior to the day of the auction sale. The notice of sale shall describe the impounded property, state that the same is unredeemed, state that the same will be sold at public auction, designate the place of sale, and state a time and date of sale which shall not be less than fourteen (14) days from the date of posting such notices as herein required.

Sec. 9-65. Conducting sale generally.

When any impounded property, is not redeemed by the date and time designated in said notice of sale, the chief of police or designee shall sell such property at public auction, and, as city auctioneer, shall execute bill of sale of said property to the purchaser thereof; provided, he or she shall not execute or deliver any but a conditional bill of sale unless and until the title of said buyer has become absolute by an expiration of thirty (30) days in time, exclusive of the day of sale, without being redeemed by the owner of the impounded property.

Sec. 9-66. Disposition of proceeds.

After deducting the impounding fee and all other actual expenses incurred by the city in impounding, storing and selling of said property, as determined by the chief of police or designee, not to exceed a reasonable amount for each impounded article, he or she shall pay the balance of the proceeds of such sale, if any, to the owner of the property. If the owner fails to call for such proceeds they shall be paid into the city treasury. Within six (6) months after such auction sale, the owner may apply in writing to the chief of police, and upon satisfactory proof of ownership, shall be entitled to receive the amount of the proceeds delivered to the city treasury.

Sec. 9-67. Unsold property disposed of as junk.

Impounded property which is offered for sale at public auction in accordance with the procedure herein prescribed and upon which no person bids, shall thereafter be sold or otherwise disposed of as junk. Money received for junk property shall be disposed of in the same manner as proceeds from an auction sale under this article.

Secs. 9-68—9-80. Reserved.**Secs. 9-86—9-90. Reserved.**

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ARTICLE V. MISCELLANEOUS PROVISIONS

Sec. 9-91. Dumpsters for construction debris.

- (a) Notwithstanding anything in this chapter to the contrary, for purposes of this section, the following definitions shall apply:

Construction debris. Waste building materials generally considered not to be water soluble, including, but not limited to steel, glass, brick, concrete, roofing material, gypsum wallboard and lumber from the construction or destruction of a structure, as part of a construction, remodeling, repair or demolition project.

Dumpster. Rigid or soft solid waste receptacle designed to be lifted and emptied mechanically for use primarily at commercial, industrial and construction sites. The term "dumpster" includes a "roll-off" or "roll-off dumpster," but excludes a dump truck or utility trailer.

- (b) Any person creating or in possession of construction debris and who deposits any such debris into a dumpster shall use a dumpster supplied by the City of Jacksonville or its exclusive contractor providing for the collection, transportation and disposal of solid waste within the city limits.
- (c) Any person found to be in violation of this article is guilty of a misdemeanor and, upon conviction, shall be punished as provided in section 1-5 of the Code of Ordinances. Further, violation of this article may result in revocation of any building permit issued for the location of the prohibited dumpster.

Section II.

Severability Clause

If any section, subsection, sentence, clause or phrase of this ordinance, or the application of same to a particular set of persons or circumstances, should for any reason be held to be invalid, such invalidity shall not affect the remaining portions of this Ordinance.

Section III.

Effective Date

This Ordinance shall take effect from and after its passage by the Jacksonville City Council and publication. The City Clerk is hereby directed to give notice hereof by causing the caption of this ordinance to be published in a local newspaper of general circulation.

Section IV.

Compliance

A notice was posted and this ordinance was passed in accordance with the Texas Open Meetings Act.

Passed and adopted the _____ day of December, 2022.

Randy Gorham, Mayor

ATTEST:

Greg Lowe, City Clerk

APPROVED AS TO FORM:

D. Brett Brewer, City Attorney



Jacksonville City Council

AGENDA ITEM REPORT

AGENDA DATE:	<u>12/13/2022</u>	ITEM NUMBER:	<u>11.</u>
DEPARTMENT:	<u>Administration</u>	PREPARED BY:	<u>Roxanna Briley, Finance Director</u>
INITIATED BY:	<u>Roxanna Briley, Finance Director</u>	EXHIBITS:	<u>Chapter 21 Water Rate Ordinance Revision dbb 12.08.22 clean, Utility Rate Study Presentation</u>

EXECUTIVE SUMMARY:

Utilities operate like a business, though the product being sold is a vital resource shared by all members of the community. Just like any business, the Council is the “Board of Directors” who must be able to address complex industry challenges including rising costs, aging infrastructure, and customer affordability. The Board must ensure the viability of the business by ensuring revenues match or exceed expenses and financial metrics are met. As such, the City Council approved a contract with NewGen Strategies and Solutions, at its regular May City Council meeting, to conduct a water and wastewater rate study. The City last had a utility rate increase in January of 2018 and, since that time, water and wastewater rates have remained flat, or unchanged. The study found that the City will not have funding available for needed capital improvement projects or to meet existing debt service obligations without implementing water and wastewater rate increases.

RECOMMENDED ACTION:

Update ordinance to include rate increases for water and wastewater as presented by NewGen Strategies.

BID AND AWARD:

BUDGET DATA:

Rate increases are included in the FY 2023 budget to be effective Jan. 1, 2023.

BUDGET JUSTIFICATION:

The Water and Wastewater Utility Fund will not be able to meet existing debt obligations without increasing water and wastewater rates.

STRATEGY MAP

Citizens First	Strengthen Neighborhoods	Manage the "Business"	Focus on Infrastructure	Planning and Preparedness
1.1 Customer-centric service and processes ☐	2.1 Code compliance and updates ☐	3.1 Maintain a well-trained professional workforce ☐	4.1 Assess the condition of infrastructure ☐	5.1 Diversify the tax base ☐
1.2 Leverage the talent and input of citizens ☐	2.2 Parks, recreation, and community building ☐	3.2 Proactively seek process improvements ☐	4.2 Strengthen routine maintenance programs ☐	5.2 Leverage and maximize City facilities ☐
1.3 Transparent and engaging communication ☐	2.3 Community policing and crime prevention ☐	3.3 Ensure financial stability and stewardship ☒	4.3 Adopt a capital improvement program ☒	5.3 Disasters and emergencies ☐
1.4 Ensure value of services ☐	2.4 Preserve and revitalize existing neighborhoods ☐	3.4 Pursue partnerships and grants ☐	4.4 Protect natural resources ☐	5.4 Comprehensive community planning ☐

POLICY/GOAL CONSIDERATION:

- Days Cash on Hand Goal of 90 Days (Fund Balance Policy)
- Debt Service Coverage Target of 1.10x (Requirement of TWDB funding)

LEGAL:

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF JACKSONVILLE, TEXAS, AMENDING CHAPTER 21. WATER AND SEWERS, ARTICLE I, GENERAL, SECTION 21-1 WATER AND WASTEWATER RATES AND DELETING SECTION 21-11 RESIDENTIAL BRUSH, BULKY WASTE AND SPECIAL PICK-UP RATES OF THE CODE OF ORDINANCES OF THE CITY OF JACKSONVILLE, TEXAS ADOPTING CURRENT RATES, FOR THE SUPPLYING OF WATER AND WASTEWATER SERVICES BY THE CITY OF JACKSONVILLE, TEXAS; PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the City of Jacksonville is a home rule municipality having full power of local self-government pursuant to Article 11, Section 5 of the Texas Constitution and its Home Rule Charter; and

WHEREAS, the City Council is authorized by its Charter and the Texas Constitution to provide for a sanitary sewer system and water system, and the City is authorized by law including, without limitation, Sections 551.001 and 552.017, Tex. Loc. Gov't. Code) to own, construct and operate a water and sewer system and the prescribe rates therefor; and

WHEREAS, Section 21-1 of Article I, Chapter 21 of the Code of Ordinances of the City of Jacksonville, Texas sets forth water and wastewater service rates; and

WHEREAS, Section 21-11 sets out certain rates for collection of residential brush, bulky waste and special pick-up; and

WHEREAS, collection of residential brush, bulky waste and special pick-up is also provided for in Chapter 9 of the Code of Ordinances thereby making Section 21-11 superfluous; and

WHEREAS, the City has engaged outside consultation to conduct a review and evaluation of the City's water and wastewater rates and has determined therefrom that the rates therefor need to be adjusted as set forth herein to support the operating, maintenance and capital needs of the City's water and sewer utility system.

WHEREAS, it has become necessary to modify the ordinance provided for in the Code of Ordinances of the City of Jacksonville, Texas pertaining to rates charged by the City of Jacksonville, Texas for the supplying of water and wastewater services; and

WHEREAS, the City of Jacksonville desires to protect the health, safety and welfare of its residents.

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

Section I.

The Code of Ordinances of the City of Jacksonville, Texas Chapter 21 (Water and Sewers) Article I (In General) Section 21-11 is hereby deleted. Additionally, Chapter 21, Article I Section 21-1 is

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hereby amended to read as follows:

ARTICLE I. – IN GENERAL

Sec. 21-1 – Water and wastewater rates.

(a) Effective January 1, 2023, the following rates shall apply for billing for water services:

(1) Water rates for residential customers within the corporate limits of the City of Jacksonville, Texas without any free service and without any discounts:

a. The minimum charge for administration, billing and collecting per month based on water meter size is as follows:

$\frac{3}{4}$ inch or less	\$13.76
1 inch	\$18.35
1 1/2 inch	\$36.39
2 inch	\$58.71

b. For all water used the following rates apply:

0-2,000 gallons	\$1.94*
2,001-10,000 gallons	\$2.59*
10,001 + gallons	\$3.24*
*price per 1000 gallons	

(2) Contracted Water Sales – The City of Jacksonville reserves the right to enter into individual contracts/agreements between the City of Jacksonville and large volume customers who resell water and/or use water for commercial use and who may require a guaranteed volume of water. These contracts/agreements shall be developed after negotiations, but the rates charged shall adhere to and be consistent with established rates, fees, and penalties set forth in this ordinance.

(3) Water rates for commercial or industrial customers within the corporate limits of the City of Jacksonville, Texas, without any free service and without any discounts:

a. The minimum charge for administration, collecting and delivery based on water meter size:

$\frac{3}{4}$ inch or less	\$19.67
1 inch	\$26.23
1½ inch	\$52.45
2 inch	\$83.93
3 inch	\$157.36
4 inch	\$262.27
6 inch	\$524.53
8 inch	\$839.25

10 inch	\$1,206.43
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- b. For all water used the following rates apply:

0-2,000 gallons	\$2.07*
2,001-10,000 gallons	\$2.76*
10,001 + gallons	\$3.45*
*price per 1000 gallons	

- (4) Current water customers located outside the corporate limits, excluding rural water supply corporations, will be billed at one hundred fifty (150) per cent of the rates in subsection (a)(1) and (3) above. There will be no new water customers located outside the corporate limits, other than required by State or Federal agencies.
- (5) Notwithstanding anything set forth above, after January 1, 2023, the following rates shall apply for billing for water services to rural water supply corporations:
- a. The minimum for administration, collecting and delivery charge for rural water supply corporations is based on water meter size:

$\frac{3}{4}$ inch or less	\$18.39
1 inch	\$24.52
1½ inch	\$49.04
2 inch	\$78.46
3 inch	\$147.12
4 inch	\$245.20
6 inch	\$490.40
8 inch	\$784.64
10 inch	\$1,127.92

- b. For all water used by rural water supply corporations..... \$ 2.75 per thousand (1,000) gallons.
- c. Any meter over 1” will be considered a commercial meter and charged in accordance with (a)(3)(a) and (b) above.

(Usage through more than one (1) water meter may be combined for billing purposes at customer’s request.)

- (6) Notwithstanding anything set forth above, after June 1, 2019, the following rates shall apply for billing for water services to bulk customers:
- a. For all water used.... \$8.55 per thousand (1,000) gallons.

- (b) Effective with January 1, 2023 billings, the following wastewater rates for monthly usage, based on water consumption, shall apply within the corporate limits of the City of Jacksonville, Texas:

- (1) Residential rates- meters smaller than one (1) inch:
 - a. Base charge of sixteen dollars and 47 cents \$16.47 per month per customer plus
 - b. A Volumetric Charge up to 10,000 gallons per month:

0-2,000	\$3.38*
2,001-10,000	\$3.38*
*per 1,000 gallons	

All multiple family residences or apartments having four (4) or fewer units, which are served by one (1) water meter will be billed a sixteen dollars and 47 cents \$16.47-minimum per month for each residential unit plus three dollars and thirty-eight cents (\$3.38) for each one thousand (1,000) gallons of water used.

- (2) Commercial, industrial sewer customers and/or multiple family residences having more than four (4) units which are served by one (1) water meter- water meters larger than one (1) inch:
 - a. Base charge of twenty-five dollars and 88 cents \$25.88 per month per customer plus
 - b. A Volumetric Charge:

0-2,000	\$4.82*
2,001-300,000	\$4.82*
300,001 +	\$4.82*
*per 1,000 gallons	

- (3) Current wastewater service outside the corporate limits shall be provided at one hundred fifty (150) per cent of the rates for wastewater service within the corporate limits of the City of Jacksonville, Texas, as set forth in subsection (b)(1) and (2) above. There will be no new wastewater services installed outside all the corporate limits.

Section II.

Severability. It is the intention of the City Council of the City of Jacksonville that if any phrase, sentence, word, section or paragraph of this ordinance be declared unconstitutional or otherwise invalid by final judgement by a court of competent jurisdiction, such unconstitutionality or invalidity shall not affect any of the remainder of this ordinance since the same would have been enacted by the City Council without the incorporation of the unconstitutional or invalid phrase.

Section III.

Compliance. A notice was posted and this ordinance was passed accordance with the Texas Open Meetings Act.

Section IV.

Effectiveness. The City Council by the City Jacksonville, Texas declares that this ordinance shall go into effect after its passage, approval and publication according to law, with rates effective January 1, 2023.

Passed and adopted the _____ day of December, 2022.

Randy Gorham, Mayor

ATTEST:

Greg Lowe, City Clerk

APPROVED AS TO FORM:

D. Brett Brewer, City Attorney



December 8, 2022

JACKSONVILLE, TEXAS WATER & WASTEWATER RATE STUDY





IMPORTANCE OF LOCAL OFFICIALS IN UTILITY MANAGEMENT

Utilities operate like a business, though the product being sold is a vital resource shared by all members of the community

Just like any business, Council is the “Board of Directors” who must be able to address complex industry challenges including rising costs, aging infrastructure, and customer affordability

The Board must ensure the viability of the business by ensuring revenues match or exceed expenses and financial metrics are met

CAPITAL IMPROVEMENT PROJECTS

Water	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027
Water Well #3 Storage Tank	\$ 425,000	\$ 0	\$ 0	\$ 0	\$ 0
Repaint 1.0 MG Elevated Water Tank on North Bolton	0	0	1,563,350	0	0
Repaint 2.0 MG Dorothy Street Water Tank	0	0	1,558,750	0	0
Water Well #6 Development	0	0	4,877,975	0	0
Country Club Estates Water Line Improvements	0	0	0	0	1,500,000
Total Water Projects	\$ 425,000	\$ 0	\$ 8,000,075	\$ 0	\$ 1,500,000

Wastewater	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027
South Bolton Trunk Main and Lake Shore Lift Station	\$ 5,919,000	\$ 0	\$ 0	\$ 0	\$ 0
Canada Street Sewer Main Crossing	0	0	1,069,425	0	0
Double Creek Equalization Basin Hazard Mitigation Grant Program	0	0	297,624	0	0
Live Oak Apartments Supplemental Environmental Project (SEP) Lift Station and Gravity Main	0	0	250,000	0	0
Double Creek WWTP Plant Expansion	0	0	0	0	11,500,000
Total Wastewater Projects	\$ 5,919,000	\$ 0	\$ 1,617,050	\$ 0	\$ 11,500,000

Notes:

- Projects funded through cash, new debt, and/or existing funds

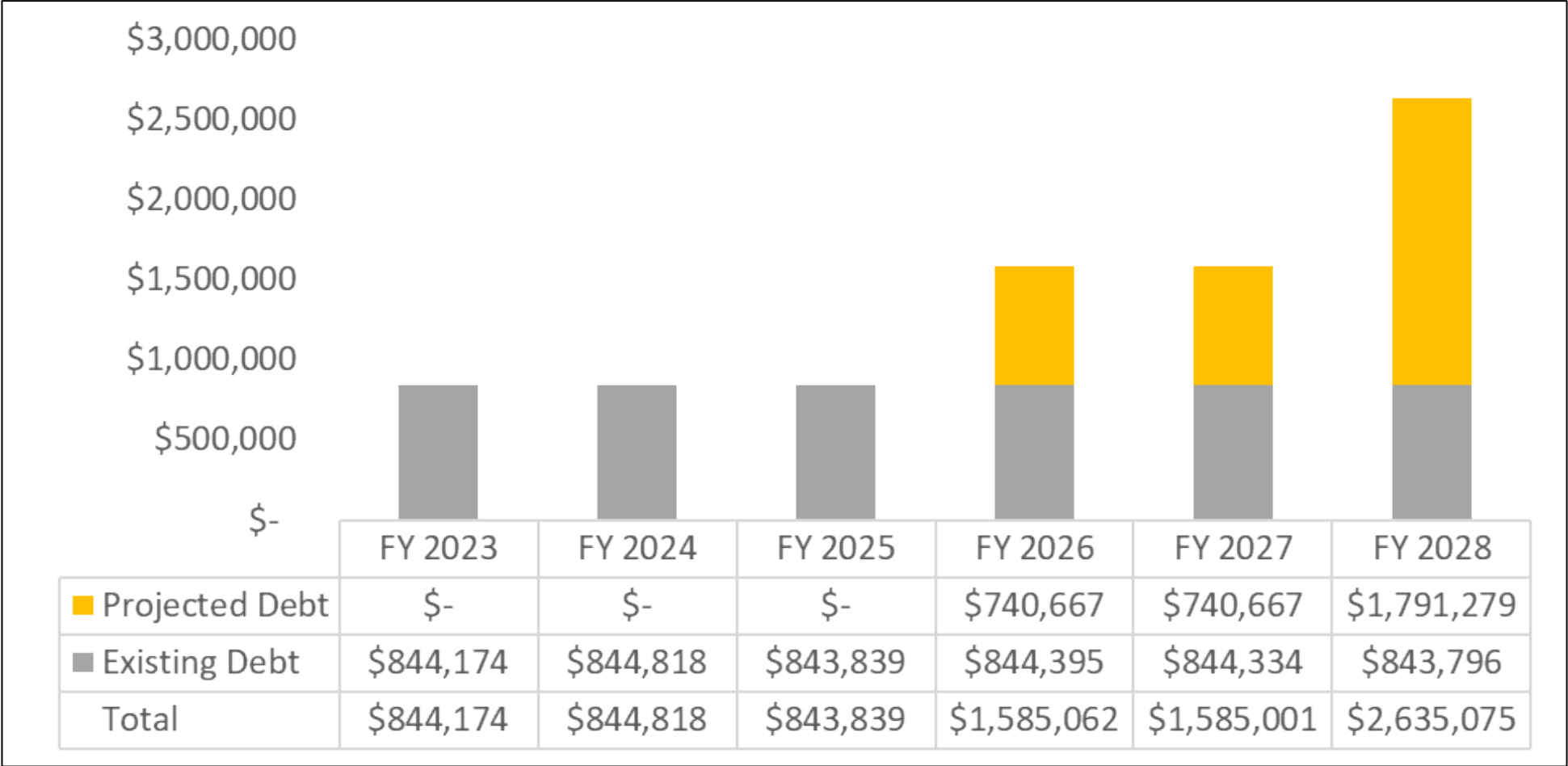
CAPITAL FUNDING

Funding	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	Total
Water						
Existing Debt	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Projected New Debt	0	0	8,536,183	0	0	8,536,183
Cash Funded through Rates	425,000	0	0	0	1,707,775	1,707,775
Total	\$ 425,000	\$ 0	\$ 8,536,183	\$ 0	\$ 1,707,775	\$ 10,668,957
Wastewater						
Existing Debt	\$ 5,919,000	\$ 0	\$ 0	\$ 0	\$ 0	\$ 5,919,000
Projected New Debt	0	0	1,141,090	0	13,092,939	14,234,029
Cash Funded through Rates	0	0	584,323	0	0	584,323
Total	\$ 5,919,000	\$ 0	\$ 1,725,413	\$ 0	\$ 13,092,939	\$ 20,737,352
Total CIP						
Existing Debt	\$ 5,919,000	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Projected New Debt	0	0	9,677,273	0	13,092,939	22,770,212
Cash Funded through Rates	425,000	0	584,323	0	1,707,775	2,292,098
Total	\$ 6,344,000	\$ 0	\$ 10,261,596	\$ 0	\$ 14,800,713	\$ 31,406,309

Notes:

- Projects cost adjusted for inflation

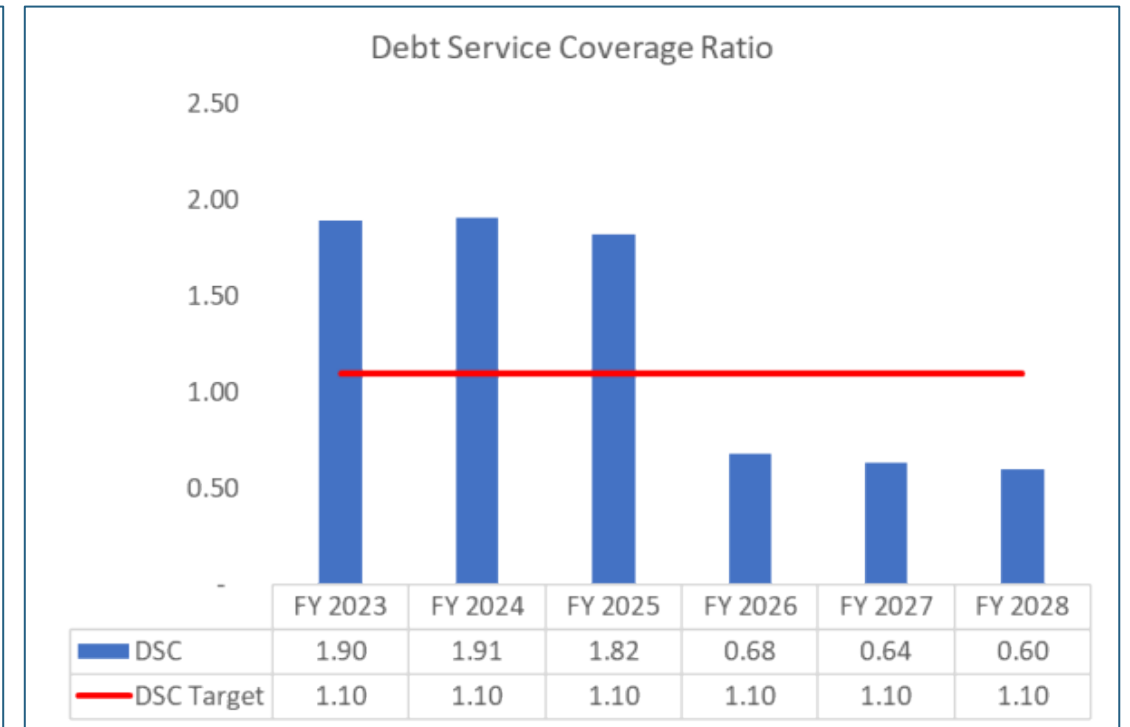
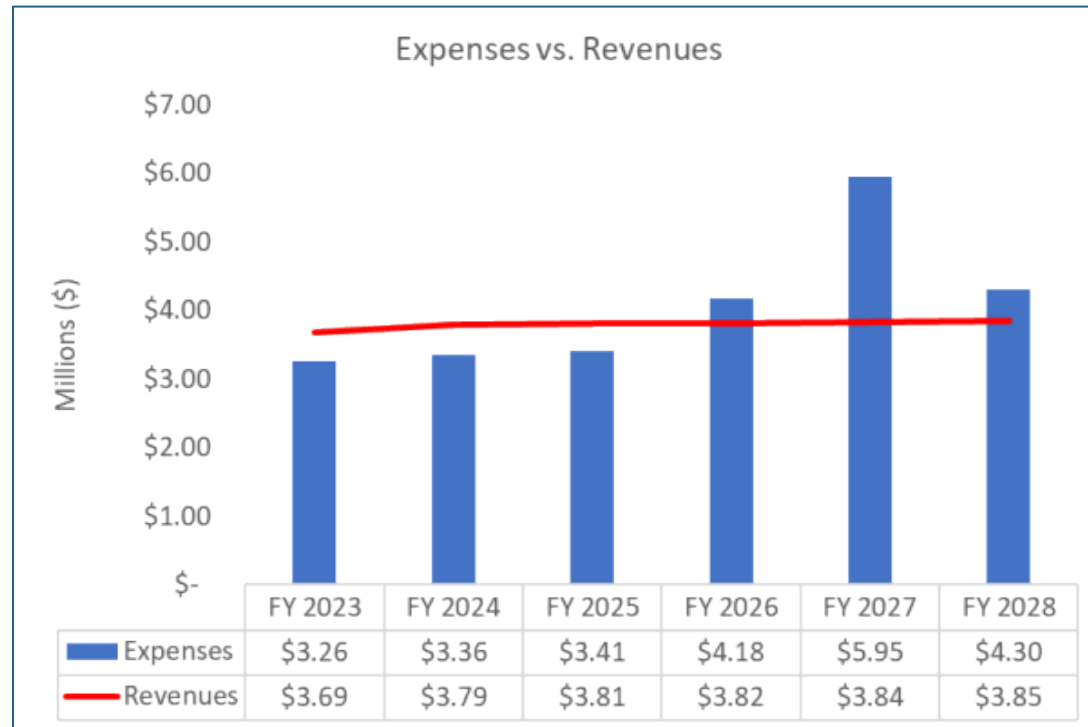
DEBT SERVICE PAYMENTS



ANTICIPATED FINANCIAL PERFORMANCE UNDER CURRENT RATES

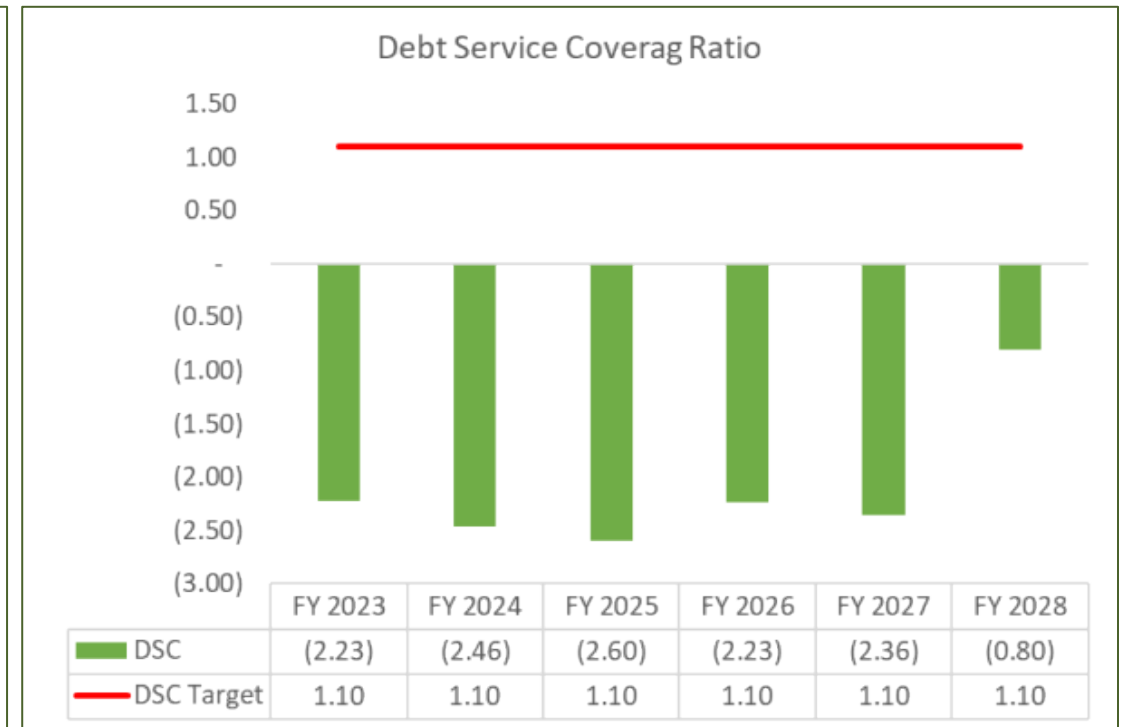
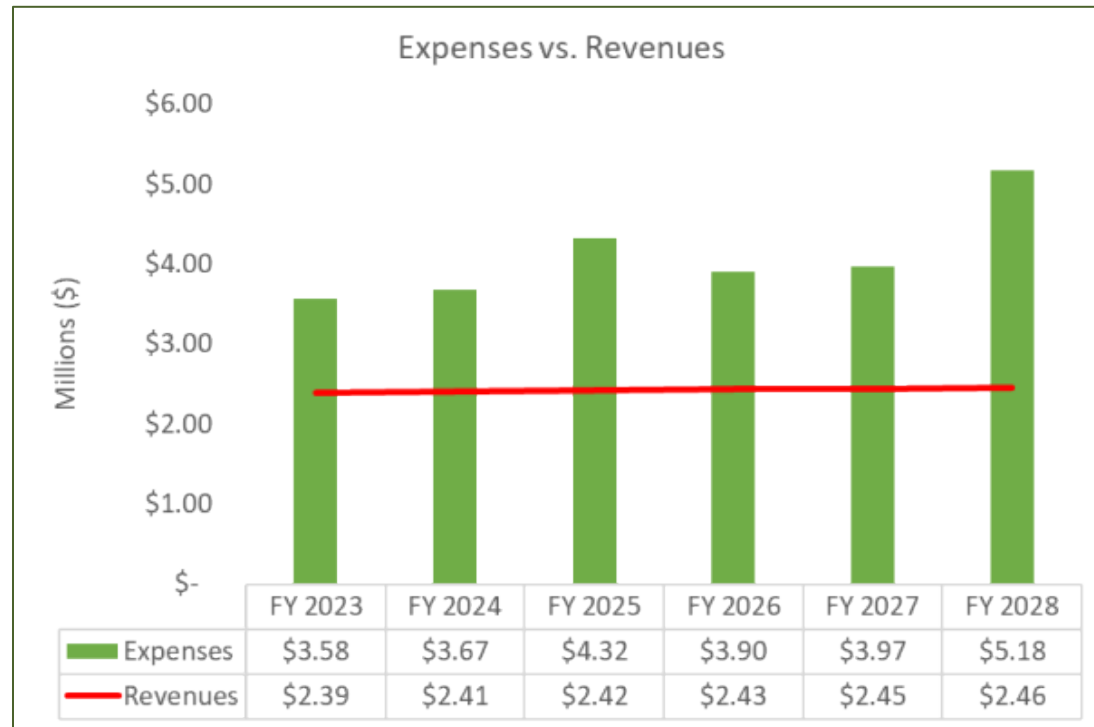
FINANCIAL PERFORMANCE UNDER CURRENT RATES

WATER

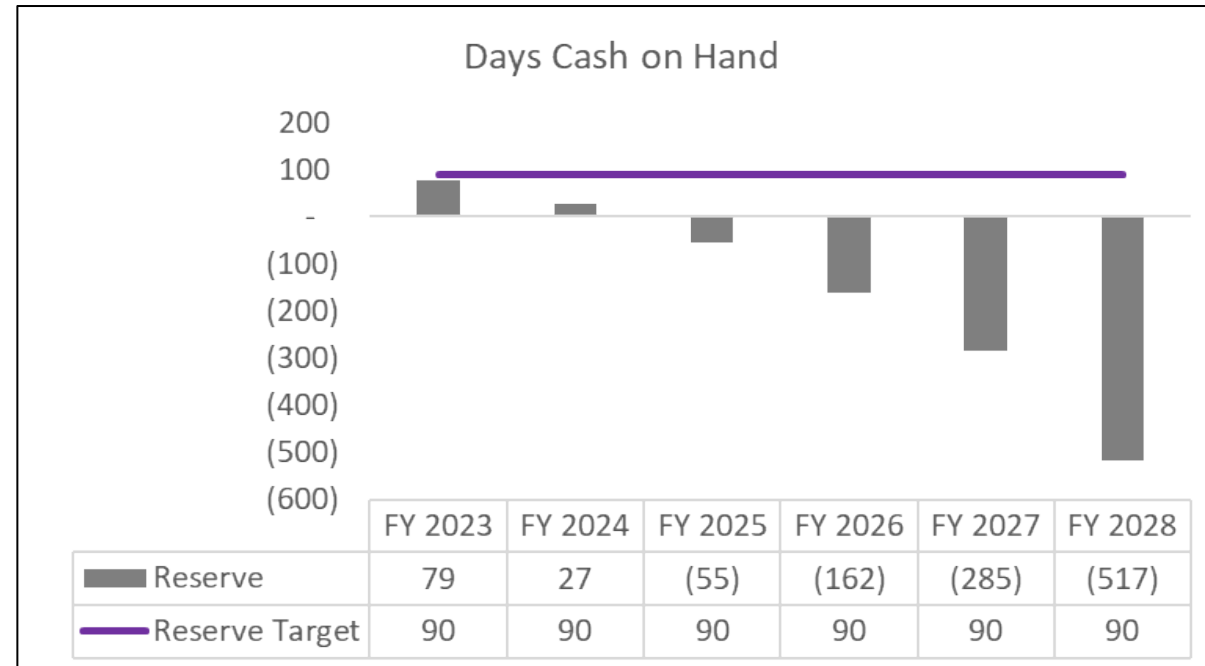
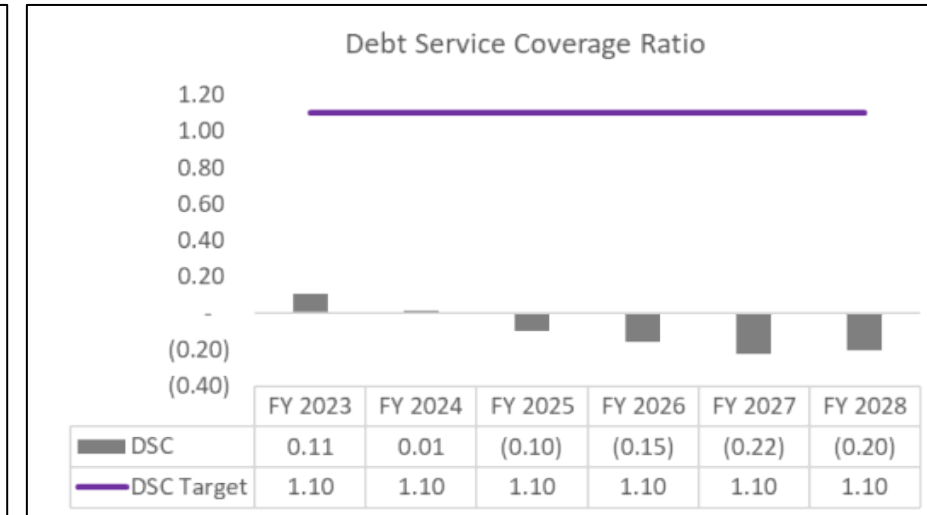
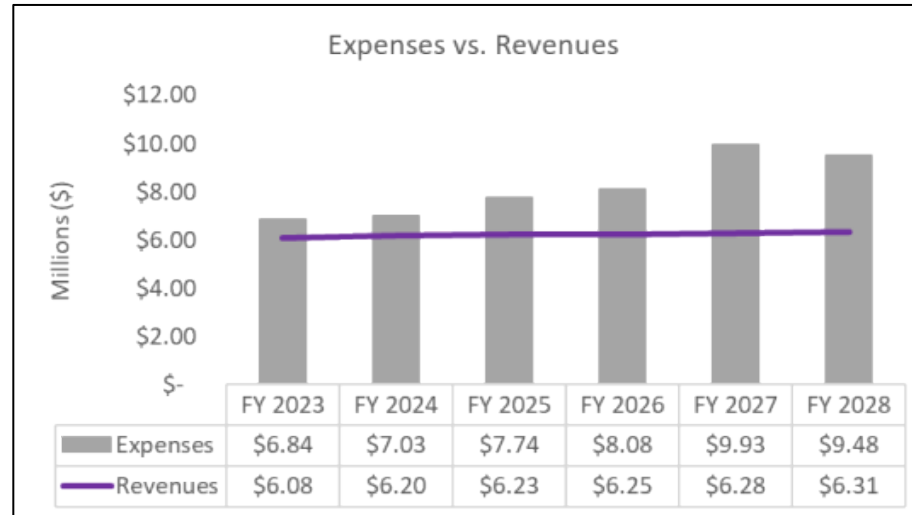


FINANCIAL PERFORMANCE UNDER CURRENT RATES

SEWER



FINANCIAL PERFORMANCE UNDER CURRENT RATES - COMBINED



ANTICIPATED FINANCIAL PERFORMANCE UNDER PROPOSED RATES

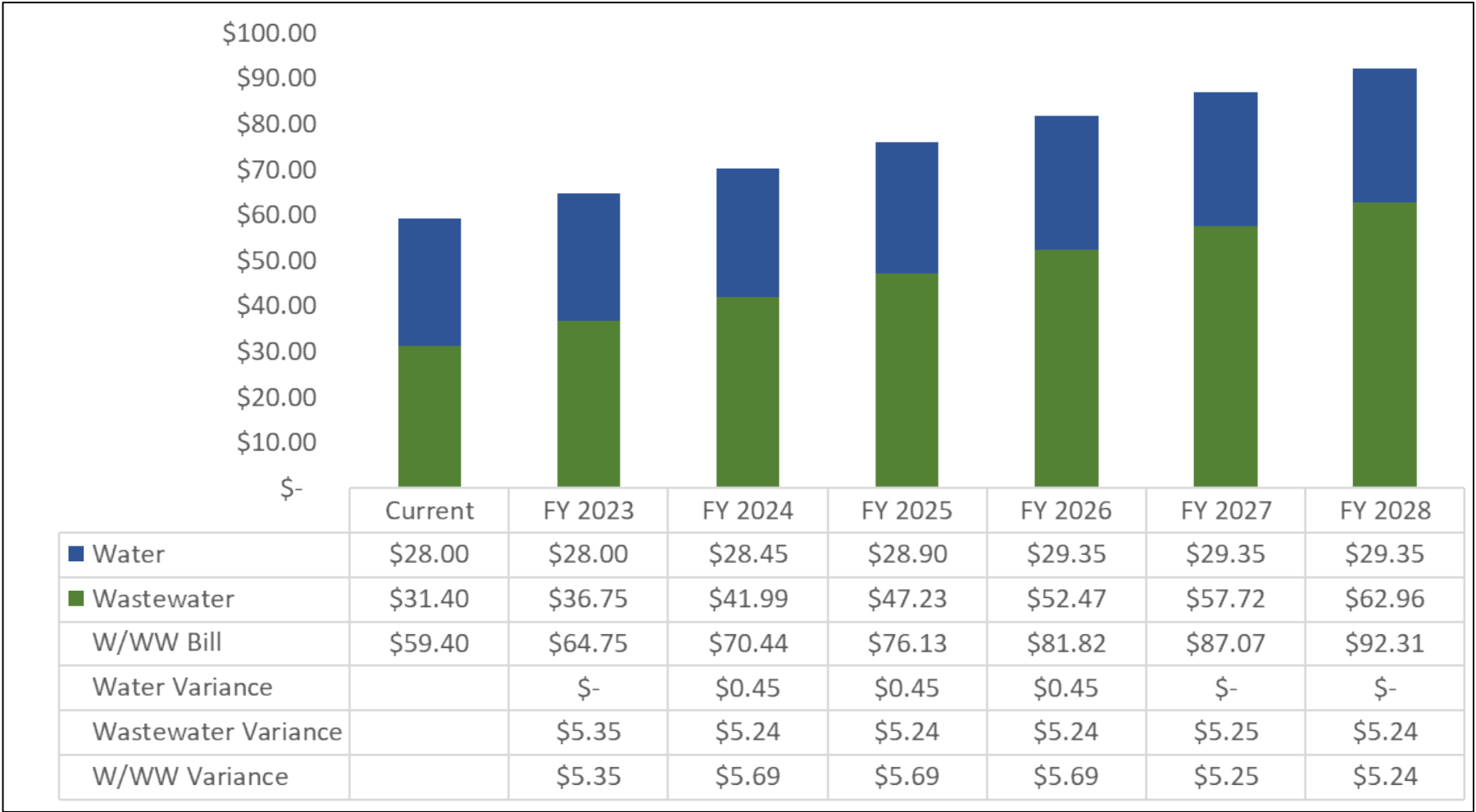
GOALS FOR PROPOSED RATES



- Days Cash on Hand Goal of 90 Days
- Debt Service Coverage Target of 1.10x
- Water Covers Water Expenses
- Wastewater Covers Wastewater Expenses

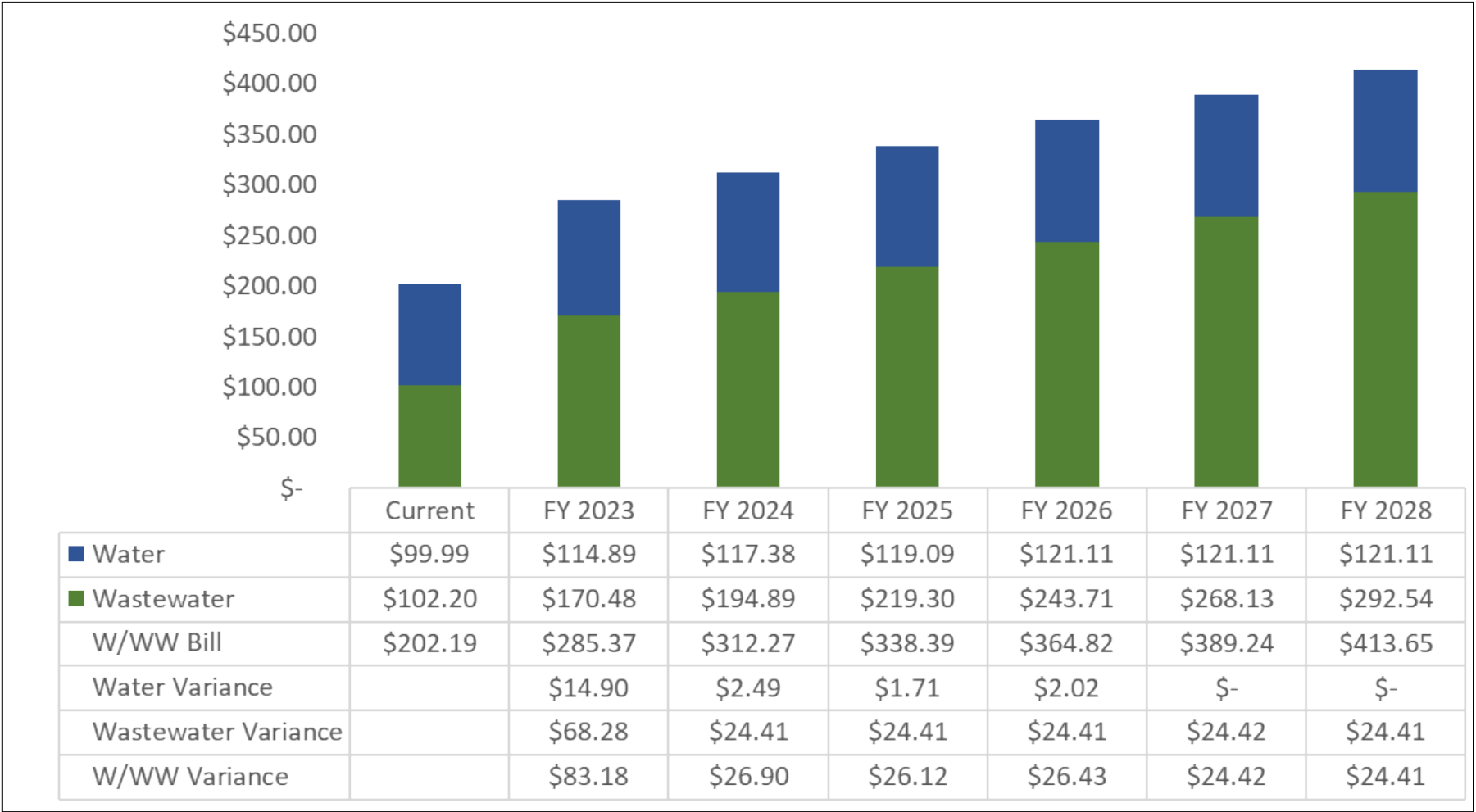
AVERAGE WATER & WASTEWATER RESIDENTIAL BILL IMPACT

6,000 gallons of
Water and
Wastewater



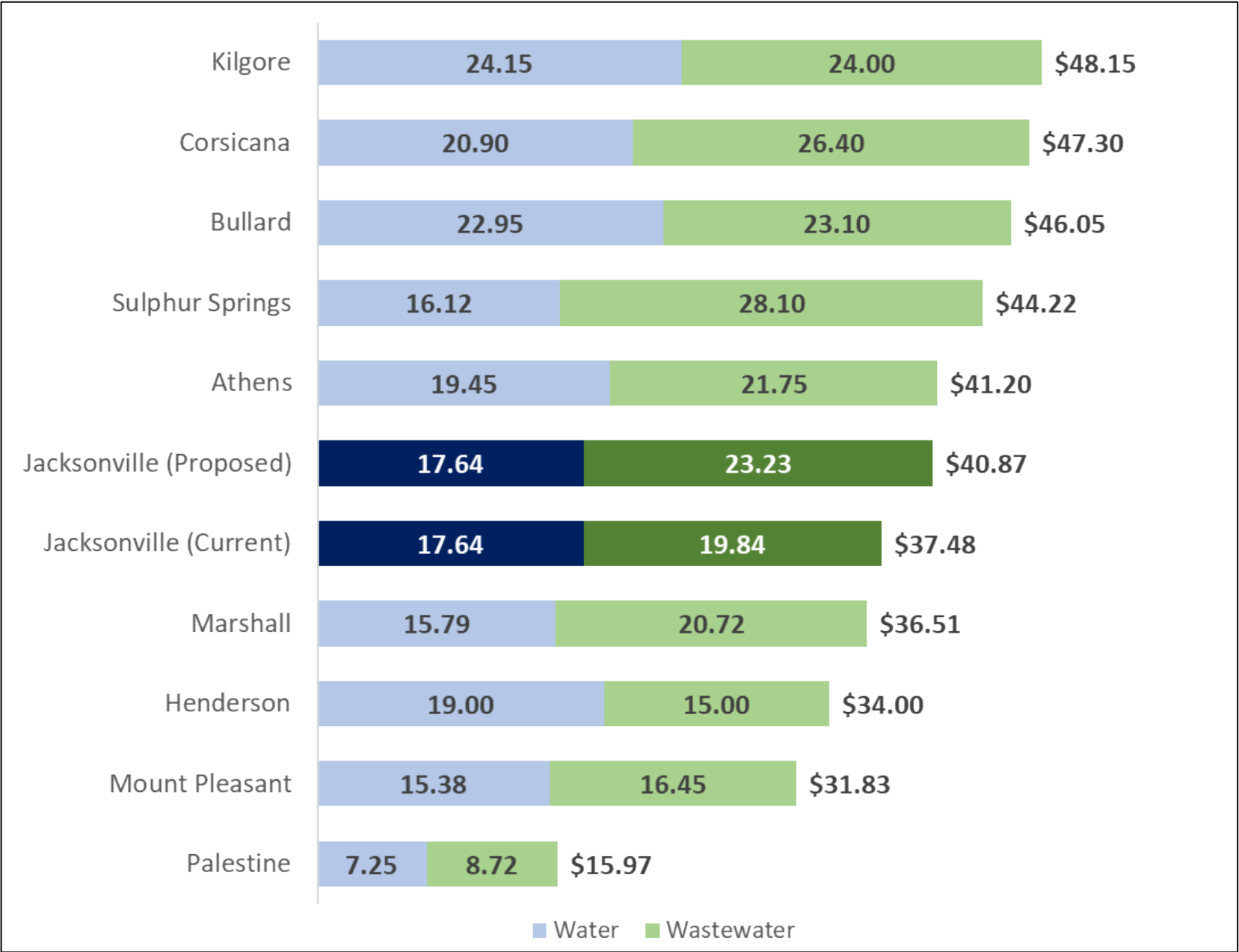
AVERAGE WATER & WASTEWATER COMMERCIAL BILL IMPACT

30,000 gallons of
Water and
Wastewater



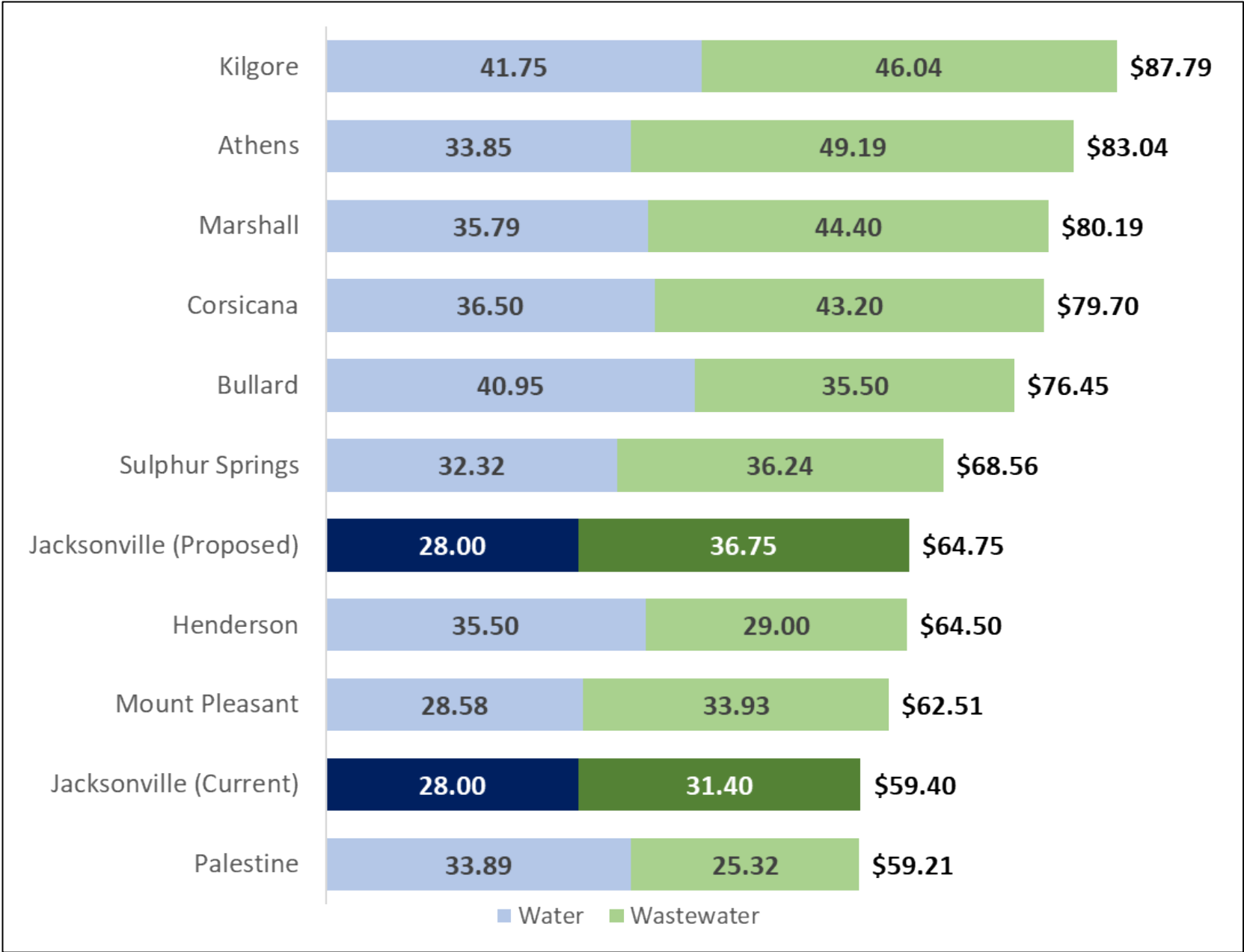
WATER & WASTEWATER RESIDENTIAL BILL IMPACT

Bill for household using 2,000 gallons of water and wastewater



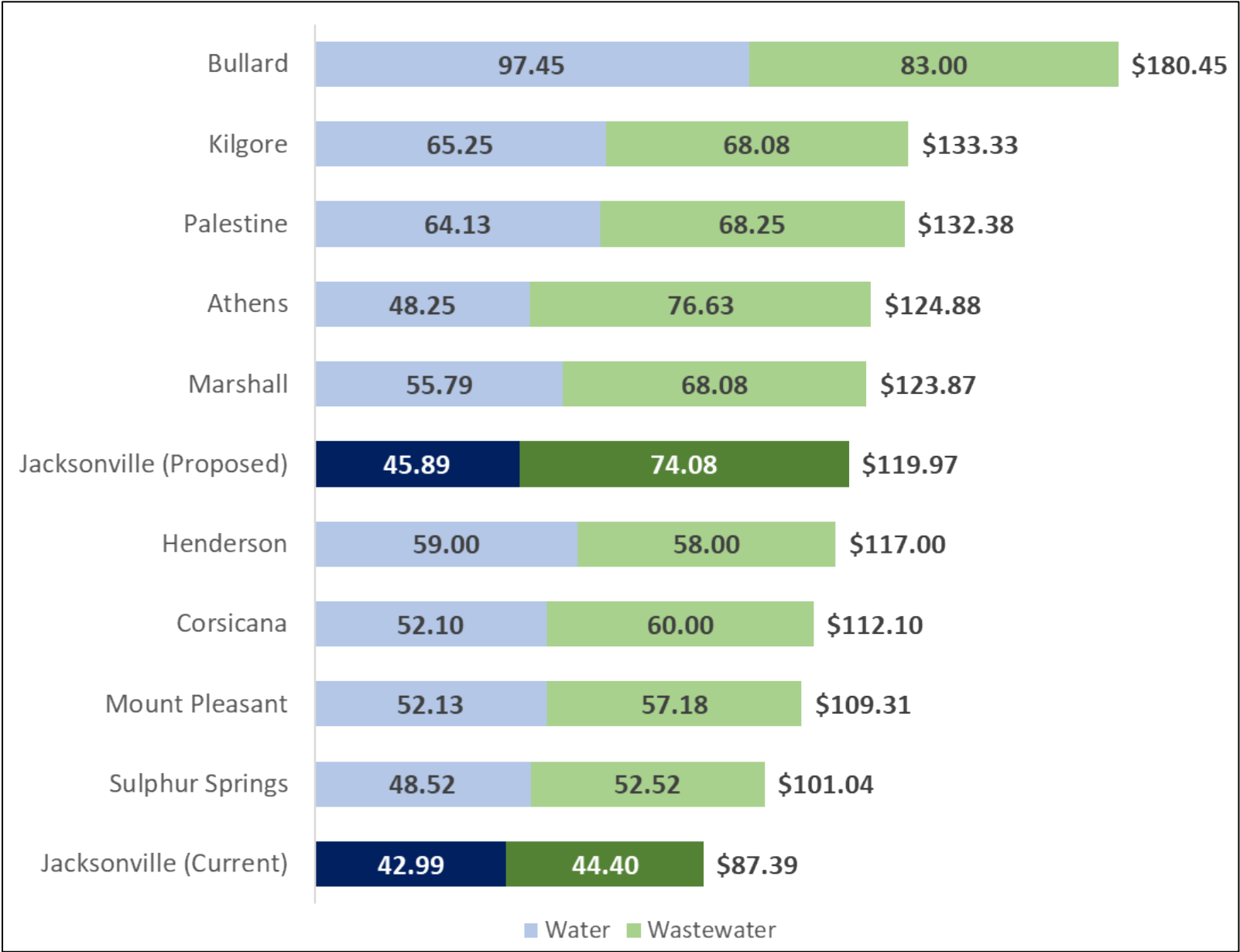
AVERAGE WATER & WASTEWATER RESIDENTIAL BILL IMPACT

Bill for household
using 6,000 gallons of
water and
wastewater



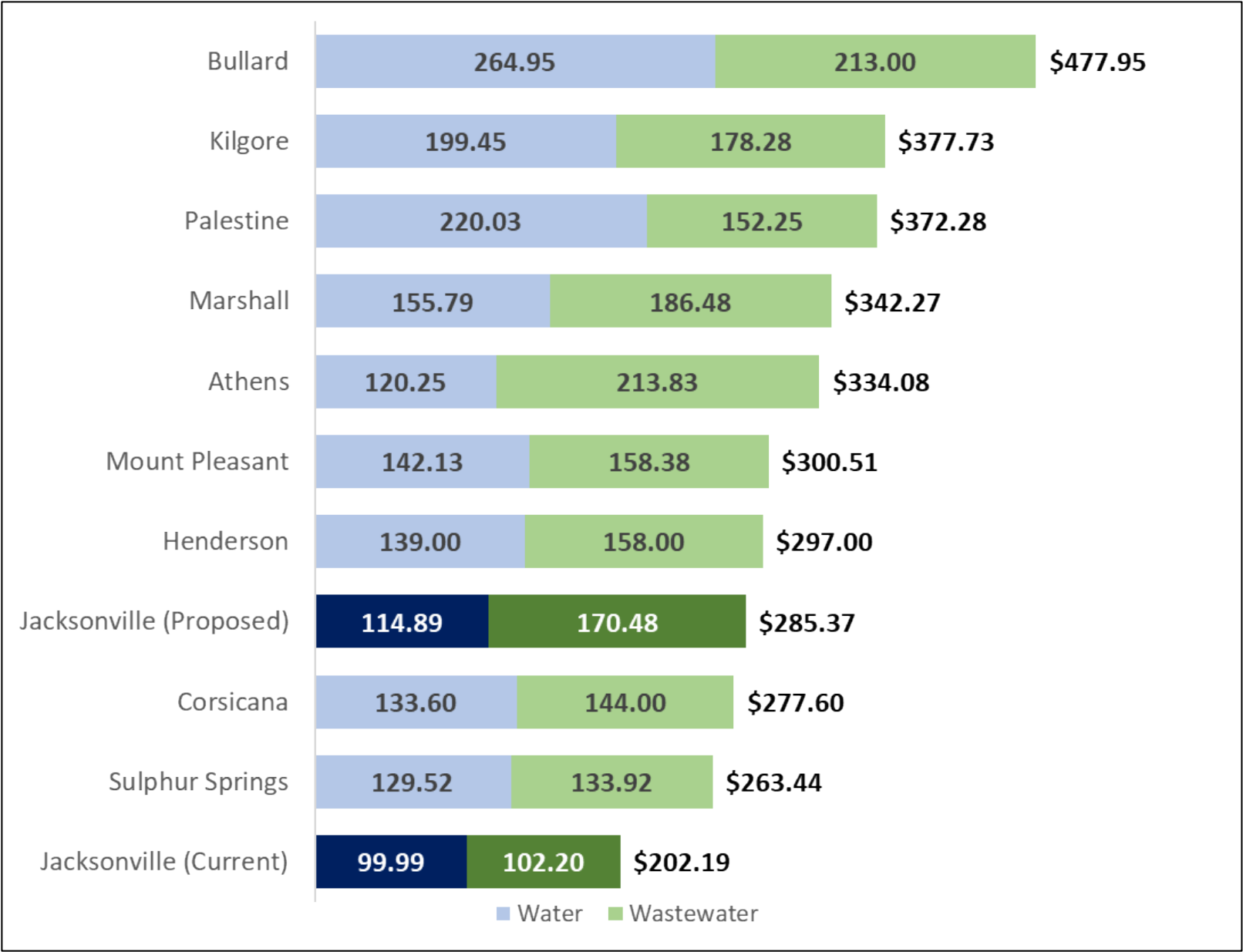
WATER & WASTEWATER COMMERCIAL BILL IMPACT

Bill using 10,000
gallons of water and
wastewater



AVERAGE WATER & WASTEWATER COMMERCIAL BILL IMPACT

Bill using 30,000
gallons of water and
wastewater



PATH FORWARD

- Council Feedback
- Next Steps
 - Confirm Rate Adjustments to be Made Effective January 2023





QUESTIONS AND DISCUSSION

NEWGEN STRATEGIES AND SOLUTIONS
275 W. CAMPBELL ROAD, SUITE 440
RICHARDSON, TEXAS 75080

CHRIS EKRUT, CFO AND DIRECTOR
(972) 232-2234
CEKRUT@NEWGENSTRATEGIES.NET

RESIDENTIAL INSIDE PROPOSED RATES

Water	Current	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028
Minimum Charge							
¾" or Less	\$ 13.76	\$ 13.76	\$ 13.99	\$ 14.22	\$ 14.45	\$ 14.45	\$ 14.45
1"	16.31	18.35	20.99	23.70	24.08	24.08	24.08
1 ½"	20.55	36.69	41.97	47.40	48.17	48.17	48.17
2"	24.04	58.71	67.15	75.84	77.07	77.07	77.07
Volumetric Charge (per kgal)							
0-2,000	\$ 1.94	\$ 1.94	\$ 1.97	\$ 2.00	\$ 2.03	\$ 2.03	\$ 2.03
2,001-10,000	2.59	2.59	2.63	2.67	2.71	2.71	2.71
10,001+	2.85	3.24	3.29	3.34	3.39	3.39	3.39
Sewer	Current	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028
Minimum Charge	\$ 14.06	\$ 16.47	\$ 18.83	\$ 21.19	\$ 23.55	\$ 25.92	\$ 28.28
Volumetric Charge (per kgal)							
0-10,000	\$ 2.89	\$ 3.38	\$ 3.86	\$ 4.34	\$ 4.82	\$ 5.30	\$ 5.78
10,001+	0.00	0.00	0.00	0.00	0.00	0.00	0.00

COMMERCIAL INSIDE PROPOSED RATES

Water	Current	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028
Minimum Charge							
¾" or Less	\$ 18.39	\$ 19.67	\$ 20.00	\$ 20.33	\$ 20.67	\$ 20.67	\$ 20.67
1"	21.80	26.23	30.00	33.88	34.45	34.45	34.45
1 ½"	27.47	52.45	60.00	67.77	68.90	68.90	68.90
2"	32.13	83.93	96.00	108.43	110.24	110.24	110.24
3"	39.62	157.36	180.00	203.30	206.70	206.70	206.70
4"	46.97	262.27	300.00	338.83	344.50	344.50	344.50
6"	59.18	524.53	600.00	677.67	689.00	689.00	689.00
8"	70.17	839.25	960.00	1,084.27	1,102.40	1,102.40	1,102.40
10"	88.14	1,206.43	1,380.00	1,558.63	1,584.70	1,584.70	1,584.70
Volumetric Charge (per kgal)							
0-2,000	\$ 1.94	\$ 2.07	\$ 2.11	\$ 2.14	\$ 2.18	\$ 2.18	\$ 2.18
2,001-10,000	2.59	2.76	2.82	2.86	2.91	2.91	2.91
10,001+	2.85	3.45	3.53	3.58	3.64	3.64	3.64
Sewer	Current	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028
Minimum Charge	\$ 15.50	\$ 25.88	\$ 29.59	\$ 33.30	\$ 37.01	\$ 40.73	\$ 44.44
Volumetric Charge (per kgal)	\$ 2.89	\$ 4.82	\$ 5.51	\$ 6.20	\$ 6.89	\$ 7.58	\$ 8.27

WATER ACCOUNTS (AS OF 4/2022)

Meter Size	Residential Inside	Residential Outside	Commercial Inside	Commercial Outside	Municipal	Co-Op Inside
¾" or Less	4,411	186	462	17	7	2
1"	7	1	131	3	2	1
1 ½"	31	2	53	0	5	0
2"	19	6	129	4	12	0
3"			14	0	2	0
4"			19	0	1	0
6"			2	0	0	0
8"			0	0	0	0
10"			0	0	0	0



Jacksonville City Council

AGENDA ITEM REPORT

AGENDA DATE:	<u>12/13/2022</u>	ITEM NUMBER:	<u>12.</u>
DEPARTMENT:	<u>Administration</u>	PREPARED BY:	<u>Daniel Seguin, Communications Manager</u>
INITIATED BY:	<u>Daniel Seguin, Communications Manager</u>	EXHIBITS:	<u>venue tax ordinance dbb v4</u>

EXECUTIVE SUMMARY:

The City of Jacksonville voters, on November 8, 2022, approved a 2% Venue Tax to support the renovation and operation of a Civic Center at the Cherokee Ranch Golf Course's former clubhouse. As a part of the implementation of the Venue Tax, it is necessary to pass an ordinance to begin collection of the Venue Tax. The tax will be effective January 1, 2023 with the first remittance from hotels to be collected on February 20, 2023.

RECOMMENDED ACTION:

Approve the ordinance implimenting the increased tax.

BID AND AWARD:

BUDGET DATA:

BUDGET JUSTIFICATION:

STRATEGY MAP

Citizens First	Strengthen Neighborhoods	Manage the "Business"	Focus on Infrastructure	Planning and Preparedness
1.1 Customer-centric service and processes ☐	2.1 Code compliance and updates ☐	3.1 Maintain a well-trained professional workforce ☐	4.1 Assess the condition of infrastructure ☐	5.1 Diversify the tax base ☐
1.2 Leverage the talent and input of citizens ☐	2.2 Parks, recreation, and community building ☐	3.2 Proactively seek process improvements ☐	4.2 Strengthen routine maintenance programs ☐	5.2 Leverage and maximize City facilities ☒
1.3 Transparent and engaging communication ☐	2.3 Community policing and crime prevention ☐	3.3 Ensure financial stability and stewardship ☐	4.3 Adopt a capital improvement program ☐	5.3 Disasters and emergencies ☐
1.4 Ensure value of services ☐	2.4 Preserve and revitalize existing neighborhoods ☐	3.4 Pursue partnerships and grants ☐	4.4 Protect natural resources ☐	5.4 Comprehensive community planning ☐

POLICY/GOAL CONSIDERATION:**LEGAL:**

Council approves all ordinances.

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 18 TAXATION, ARTICLE II HOTEL AND MOTEL OCCUPANCY TAX OF THE CITY OF JACKSONVILLE CODE OF ORDINANCES TO CHANGE THE DEFINITION OF THE TERM, “HOTEL”, PROVIDE FOR THE IMPOSITION AND LEVY OF AN ADDITIONAL 2% HOTEL OCCUPANCY TAX IN THE CITY OF JACKSONVILLE, TEXAS, AS APPROVED AT AN ELECTION HELD WITHIN THE CITY ON NOVEMBER 8, 2022, FOR THE PURPOSE OF EFFECTUATING A VENUE PROJECT CONSISTING OF AN ARENA, COLISEUM, STADIUM, OR OTHER TYPE OF ARENA OR FACILITY, INCLUDING ANY RELATED INFRASTRUCTURE; PROVIDING FOR ENFORCEMENT; CREATING THE VENUE PROJECT FUND REQUIRED BY CHAPTER 334, TEXAS LOCAL GOVERNMENT CODE, AS AMENDED; PROVIDING FOR THE USE OF MONEY IN THE FUND; AUTHORIZING OTHER MATTERS IN CONNECTION THEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, Chapter 334, Texas Local Government Code, as amended (the *Act*) authorizes the City Council (the *City Council*) of City of Jacksonville, Texas (the *City*) to impose certain specific taxes for the purpose of financing all or a portion of the costs of an arena, coliseum, stadium, or other type of arena or facility, including any related infrastructure, that are planned to be located within the City, if approved at an election held in accordance with the Act; and,

WHEREAS, at an election held in the City on November 8, 2022 (the *Election*), a majority of the qualified voters of the City voting at the Election voted in favor of a proposition authorizing the City to (i) plan, acquire, establish, develop, construct, finance, and renovate 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 (the *Venue Project*), and (ii) impose a 2% Hotel Occupancy Tax (the *2% Hotel Occupancy Tax* or *Venue Tax*) in accordance with Subchapter H of the Act, in addition to the hotel occupancy tax and any other applicable taxes as and to the extent authorized by Section 334.0241 of the Act, each for the purpose of financing the Venue Project; and,

WHEREAS, pursuant to Section 334.042 of the Act, the City intends to establish among its accounts and funds a separate and distinct venue project fund (the *Venue Project Fund*), and various subaccounts therein, for the purpose of receiving and accounting for the expenditure of the proceeds and investment income thereon of the Obligations, the revenues and income received by the City from the Venue Project from the levy, imposition, and collection of the Venue Tax, and any other money required by law to be deposited into the Venue Project Fund; and,

WHEREAS, the City may create other accounts within the Venue Project Fund to the extent required by the terms and provisions of the ordinances, resolutions, or indentures that the City Council may hereafter adopt related to the Venue Project and authorizing the issuance of the Obligations; and,

WHEREAS, the City desires to amend the City's code of ordinances (the *Code of Ordinances*) to effectuate the voter approval of the additional 2% Hotel Occupancy Tax and related provisions for the Venue Project by adding an article specifically dedicated to the Venue Tax.

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

SECTION 1. That Chapter 18 Taxation, Article II, Hotel and Motel Occupancy Tax is hereby amended as follows:

CHAPTER 18 - TAXATION
ARTICLE II. HOTEL AND MOTEL OCCUPANCY TAX

A. **Sec. 18-21. Definitions** is amended to change the definition of the word "Hotel" as follows:

Hotel. Any structure or any portion of a structure, including any hotel, motel, inn, tourist house, tourist court, lodging house, rooming house, or bed and breakfast, containing guest rooms and which is occupied, or is intended or designed for occupancy, by paying guests, whether rent is paid in money,

goods, labor, or otherwise. The meaning does not include hospital, sanitarium, nursing homes or the dormitory facilities at an institution of higher education. The meaning includes a short-term rental of all or part of a residential property to a Person who is not a permanent resident thereof under Section 156.101, Texas Tax Code, as amended.

B. Sec. 18-22. Tax Rate. is amended to read:

(a) There shall be paid by the Guest of every Occupancy of a Guest Room in the City a tax at the rate of seven (7) percent of the amount of rent unless an exception is provided under Section 18-24.

(b) In addition to the tax provided for in subsection “a”, there shall also be paid by the Guest of every Occupancy of a Guest Room in the City an additional tax of two percent (2%) of the amount of rent unless an exemption is provided under Section 18-24. As authorized by State law, revenue derived from the additional two percent (2%) hotel tax provided for in this subsection shall be allocated for the planning, acquisition, establishment, development, construction, renovation and financing of a venue project of the type described and defined in Chapter 334 as amended, Texas Local Government Code, including the maintenance and operation thereof.

C. Sec. 18-23. Collection of tax by lodging provider. is amended to read:

Every lodging provider renting guest rooms in the city shall collect a tax of seven (7) percent on the amount of rent from the guest and an additional two percent (2%) on the amount of rent from the guest unless an exception is provided under section 18-24. The lodging provider shall provide a receipt to each guest, which receipt shall reflect both the amount of rent and the amounts of this and other taxes applicable. This tax shall be due from the guest, and shall be collected by the lodging provider at the same time the rent is collected. The lodging provider shall be liable for any amount of tax that he fails to collect appropriately; and must remit to the city any amount of tax collected in excess of that which should have been collected.

D. Sec. 18-31. Violations. is amended to read:

- (a) Any lodging provider who fails, neglects or refuses to collect the tax as provided in section 18-23 shall be deemed guilty of a misdemeanor and, upon conviction thereof, shall be punished by fine of not more than five hundred dollars (\$500.00). Any lodging provider who makes a false or fraudulent return with intent to evade the tax shall be deemed guilty of a misdemeanor and, upon conviction thereof shall be punished by a fine of not more than five hundred dollars (\$500.00). Each and every day during any portion of which any violation is committed, continued or permitted, shall constitute a separate offense and shall be punished accordingly.
- (b) As set forth in Chapter 334 of the Texas Local Government Code, as amended, (“the Act”) an attorney acting on behalf of the City, or the

Criminal District Attorney for the City, may bring suit against a person who is required to collect the tax imposed hereby and who has failed to file a 2% Hotel Occupancy Tax report or pay the 2% Hotel Occupancy Tax when due in order to either (i) collect the 2% Hotel Occupancy Tax not paid, or (ii) enjoin the person from operating a hotel in the City until the tax is paid or the report is filed. The remedies provided by this subsection are in addition to other available remedies.

E. A new Section 18-31 ½ shall be added and shall read as follows:

Sec. 18-31 1/2. Creation, custody of, deposits to and use of Accounts within the Venue Project Fund and additional accounts.

(a) The City Council resolves to create among its various funds and accounts the venue project fund required by Section 334.042 of the Act, hereby designated as the “Venue Project Fund” of the City.

(b) The Venue Project Fund and/or the accounts established therein shall be held in the depository bank of the City or in such other bank or banks as may be designated and required by the City’s previous ordinances, resolutions, or indentures.

(c) The City Council directs the Finance Director of the City to create the following accounts within the Venue Project Fund:

(i) the Venue Project Tax Proceeds Account (the *Venue Project Tax Proceeds Account*) for the receipt and deposit of the Venue Tax for the receipt and deposit of the 2% Hotel Occupancy Tax,

(ii) such other accounts as may be deemed necessary by the Finance Director or required by ordinances, resolutions, or indentures authorizing the issuance of the prospective Obligations.

(d) All revenues received by the City from the levy and collection of the Venue Tax, together with all earnings from the investment thereof, and any other lawful revenues pursuant to the Act, shall be deposited to and accounted for in the Venue Project Fund. Money on deposit in the Venue Project Fund shall be used exclusively for the purposes of:

(i) reimbursing the City for prior expenditures made in connection with, or to pay the costs of planning, acquiring, establishing, developing, and constructing the Venue Project to the extent permitted under current law and not otherwise prohibited by the ordinances, resolutions, or indentures previously adopted by City;

(ii) paying the principal of, redemption premium, if any, and the interest on the Obligations, and creating reserves therefor, to the extent, in the manner, and

at the times required by the ordinances, resolutions, or indentures authorizing the issuance of the Obligations;

(iii) paying the costs of operating or maintaining the Venue Project; and

(iv) paying any costs relating to the Obligations or the Venue Project with money deposited in the Venue Project Tax Account that are not necessary for paying the principal of, redemption premium, if any, and the interest on the Obligations, and creating reserves therefor.

(e) The City Council, by amendment to this Ordinance or by provisions contained in the ordinances, resolutions, or indentures authorizing the Obligations, reserves the right to amend and modify the provisions of this Ordinance and authorizes the Finance Director, respectively, to effectuate any such necessary amendments to this Ordinance.

(f) All investments permitted by the provisions of this Ordinance and in the ordinances, resolutions, or indentures authorizing the Obligations shall be made in accordance with the City's Public Funds Investment Policy and as otherwise provided by the provisions of Chapter 2256, Texas Government Code, as amended.

SECTION 2. Effective Date of Collection. The collection of the 2% Hotel Occupancy Tax shall be effective as of February 1, 2022.

SECTION 3. Conflict. All ordinances and resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Ordinance are hereby repealed to the extent of such conflict, and the provisions of this Ordinance shall be and remain controlling as to the matters ordained herein.

SECTION 4. Applicable Law. This Ordinance shall be construed and enforced in accordance with the laws of the State and the United States of America.

SECTION 5. Severability. If any provision of this Ordinance or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this Ordinance and the application of such provision to other persons and circumstances shall nevertheless be valid, and this City Council hereby declares that this Ordinance would have been enacted without such invalid provision.

SECTION 6. Open Meetings Act Compliance. It is officially found, determined, and declared that the meeting at which this Ordinance is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be

considered at such meeting, including this Ordinance, was given, all as required by Chapter 551, Texas Government Code, as amended.

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PASSED, APPROVED, AND ADOPTED, on this the ___ day of December, 2022, at a regular meeting of the City Council of the City of Jacksonville, Texas, which meeting was held in compliance with the Open Meetings Act, Tex Gov't Code, §551.001, et. seq. at which meeting a quorum was present and voting.

CITY OF JACKSONVILLE, TEXAS

Randy Gorham, Mayor

ATTEST:

Greg Lowe, City Secretary

(City Seal)

APPROVED AS TO FORM:

D. Brett Brewer, City Attorney



Jacksonville City Council

AGENDA ITEM REPORT

AGENDA DATE:	12/13/2022	ITEM NUMBER:	13.
DEPARTMENT:	Administration	PREPARED BY:	ReNissa Wade, Assistant City Manager
INITIATED BY:	ReNissa Wade, Assistant City Manager	EXHIBITS:	Sick Bank Policy City Council attachment 11-3-2022

EXECUTIVE SUMMARY:

The City of Jacksonville adopted the current personnel policies in May 2019. The policy exists to assist the organization in providing clear communication regarding benefits and expectations to employees by setting the operating standards and defining appropriate procedures.

The City Manager has authorized a policy review committee comprised of the Assistant City Manager, Police Chief, Finance Director and the Director of Public Works to review the current policies and practices of the organization and make recommendations regarding any need for updates.

As a part of the compensation plan review process, it was noted that the City of Jacksonville does not currently offer short-term-disability to the employees. The contractor recommended that the City consider purchasing a policy in order to offer the current employees the benefit and to remain competitive in the market. It was noted that the city currently has two policies that exist to assist employees with the need to be compensated during a serious illness event. Upon review of the two policies, redundancies and conflicting language were identified. The first policy, Chapter 7 Section 7.04 PTO Donation policy, allows employees to donate up to 16 hours to fellow co-workers for any purpose. Employees may receive a maximum of 60 hours per year under this program. The second policy, "Sick Leave Bank", which is not a part of the adopted policy but is a policy which was originally adopted by the City Council in 2008 and updated/readopted on January 12, 2021. Under this policy, an employee may request up to 50 days of leave for a severe illness for himself or a family member.

It is recommended by the committee that Chapter 7, Section 7.04 PTO Donation Policy be eliminated and replaced with the updated "Short-Term Disability Leave Bank" formerly known as the "Sick Leave Bank". The new policy has several updates as follows:

- The employee is the only covered individual.
- The employee is automatically enrolled after 6 months of full-time service.
- Increased the number of days available to request from 50 to 60, in order to match the Family Medical Leave.
- Eliminated the review committee
- Other small wording changes, i.e. sick leave vs PTO etc..

The intent of the organization is to help the employee through personal financial hardship as a result of an extended illness. It is believed that the attached policy accomplishes that goal.

RECOMMENDED ACTION:

It is recommended that the City Council replace Section VII Benefits - 7.04 PTO Donation policy with the updated Short-Term Disability Leave Bank policy formerly known as the Sick Leave Bank policy and authorize the policy to take effect immediately upon adoption.

BID AND AWARD:

BUDGET DATA:

BUDGET JUSTIFICATION:

STRATEGY MAP

Citizens First	Strengthen Neighborhoods	Manage the "Business"	Focus on Infrastructure	Planning and Preparedness
1.1 Customer-centric service and processes ☐	2.1 Code compliance and updates ☐	3.1 Maintain a well-trained professional workforce ☐	4.1 Assess the condition of infrastructure ☐	5.1 Diversify the tax base ☐
1.2 Leverage the talent and input of citizens ☐	2.2 Parks, recreation, and community building ☐	3.2 Proactively seek process improvements ☐	4.2 Strengthen routine maintenance programs ☐	5.2 Leverage and maximize City facilities ☐
1.3 Transparent and engaging communication ☐	2.3 Community policing and crime prevention ☐	3.3 Ensure financial stability and stewardship ☐	4.3 Adopt a capital improvement program ☐	5.3 Disasters and emergencies ☐
1.4 Ensure value of services ☐	2.4 Preserve and revitalize existing neighborhoods ☐	3.4 Pursue partnerships and grants ☐	4.4 Protect natural resources ☐	5.4 Comprehensive community planning ☐

POLICY/GOAL CONSIDERATION:**LEGAL:**

City of Jacksonville

SICK LEAVE-Short-Term Disability Leave BANK POLICY

The **purpose** of this policy is to establish guidelines for the organization and administration of a voluntary sick leave-Short-Term Disability Leave bank program for sick-employees bank members who qualify. Qualified employees include those unable to work in any capacity due to long-term, non-job-related illnesses or injuries of a catastrophic nature, such as cancer, major surgery, serious accident, heart attack, etc., that poses a threat to life or required inpatient or hospice care, extensive out-patient treatment or care at home when the affected employee has insufficient sick leave paid-time off (pto)-for the entire period. This voluntary program can help the employee through the personal financial hardship of extended illness.

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a) DEFINITIONS:

For the purpose of this policy, the following definitions shall apply:

1. Sick Leave-Short-Term Disability Leave Bank Members Enrollment: Full-time employees are automatically enrolled after the completion of six months of service. In order to maintain enrollment, the employee must contribute a day of PTO as outlined in the membership requirement section of this policy. A contributing, full-time regular employee who has completed six months of employment and has the minimum accrued PTO balance as identified in the membership requirements is eligible for membership in the Sick Leave Bank.
2. Sick Leave-Short-Term Disability Leave Bank Applicants Requests: A Sick Leave-Short-Term Disability Leave Bank member may apply for benefits the bank in accordance with all committee policy requirements and procedures.
3. Ineligible Employees: All full-time, regular employees who have not completed six months of employment, as well as part-time, seasonal, and/or temporary employees and those full-time employees who do not possess the minimum accrued PTO balance as identified in the membership-enrollment requirements are ineligible for membership-enrollment in the Sick Leave-Short-Term Disability Leave Bank.
4. Sick Leave-Short-Term Disability Leave Bank: The collective donated hours of PTO available to award to employees in accordance with this policy.
5. Sick Leave Bank Committee: This committee is appointed by the City Manager and makes all decisions concerning the granting of sick leave under this policy. The committee will consist of one (1) non-management employees from:
 - a. Fire Department
 - b. Police Department
 - c. Administration, Court, Finance, and Library (combined)
 - d. Public and Community Services (General Fund)
 - e. Utilities
 - f. City Manager, HR Representative (NON-VOTING MEMBERS)
- 6.5. Paid-Time Off (PTO) Day: A day of PTO is a member's normal working hours, i.e., eight (8), twelve (12) or twenty-four (24) hours. The employee may also satisfy this requirement by an equal amount of time lost during the end of year PTO sweep. The time that is swept must be equal to the required

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donation amount based on the member's normal working hours as identified in the aforementioned paragraph.

b) ~~SICK BANK LEAVE~~ Short-Term Disability Leave MEMBERSHIP

The ~~Sick Leave~~ Short-Term Disability Leave Bank is a voluntary program, and no inducement or discipline, nor promise or threat of inducement or discipline, shall be used to encourage or discourage participation. All interested, eligible employees may voluntarily enroll in the program as members during annual membership drives by completing the "~~Sick Leave~~ Short-Term Disability Leave Bank ~~Membership Enrollment~~ Application/Membership Agreement Form" and sending it to the Human Resources ~~department~~. By signing and submitting the ~~membership enrollment~~ form, the eligible employee stipulates that he/she understands and agrees with the following:

1. Enrollment is automatically permitted at the employee's six month full time employment anniversary. ~~In order to maintain membership employees must enroll during the membership drive, is permitted only when a membership drive is announced, which which~~ will normally occur one (1) time a year ~~and when an employee completes six months of regular, full time employment.~~
2. The member must transfer a minimum of one (1) day of PTO to the Bank as a membership fee.
3. The member will be required, on an annual basis, to transfer one day of PTO to the Bank in order to maintain membership in the Bank. Subsequent enrollment periods will be in January of each year. Failure to meet the transfer requirements shall result in the employee losing his/her membership. If an employee is already a member of the Bank, it will not be necessary for the member to complete another membership Application/Agreement, however, that the member must have at least one (1) day of PTO to transfer to the Bank in order to maintain membership. A member of the bank may donate additional unused PTO to the Bank in December or when the member terminates employment.
4. PTO transferred to the Bank becomes the property of the Bank and will not be returned to the employee for any reason. Employees may not donate PTO to the Bank to be used for an individual employee.
5. Membership in the Bank does not guarantee that requested ~~sick leave~~ Short-Term Disability Leave from the bank will be approved.
6. The member, when requesting a withdrawal from the Bank, agrees to permit the ~~Committee City and its designated representatives~~ to review the employee's leave records and requested medical information when considering the request and agrees to sign all necessary releases including releases required by HIPPA or its successors.
7. A member who resigns from the Bank, or whose membership is terminated by the ~~Committee City~~ for failure to meet the transfer requirement, must wait until the next membership drive to apply for readmission. In addition, he/she must again transfer one day of PTO to the Bank.
8. Membership requests and voluntary withdrawals of membership are automatically accepted ~~and require no vote/discussion by the committee.~~

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9. Elective, cosmetic surgery is not covered under this policy; however, the ~~committee~~ City may at its sole discretion, make an exception to this prohibition when such an exception is deemed appropriate.

c) ~~SICK LEAVE~~ SHORT-TERM DISABILITY LEAVE BANK REQUESTS

1. Requests for ~~benefits under the Sick Leave~~ Short-Term Disability Leave Bank program may be made by ~~or for~~ all eligible employees to prevent the necessity of taking leave without pay in time of personal injury/illness. An employee must need a minimum of one (1) day of normal working hours in order to apply for the ~~Bank program~~ and must have ~~exhausted all PTO and CTO~~. Requests will be processed by Human Resources ~~and reviewed/approved by the Committee~~, in accordance with the ~~Sick Leave~~ Short-Term Disability Leave Bank procedures.
2. ~~Sick Leave~~ Short-Term Disability Leave Bank is not intended to cover cases of abusive leave use.
3. Timing of ~~Sick Leave~~ Short-Term Disability Leave Bank Application Request – Employees should, when possible, request ~~sick leave~~ short-term disability leave from the Bank at least ten (10) working days prior to exhausting all paid leave. The “~~Sick Leave~~ Short-Term Disability Leave Bank ~~Loan~~ Application” form should be completed and submitted to the ~~employee’s Department Head~~ Human Resources Department, who will review it to verify completeness and add recommendations. ~~The form will then be sent to the Personnel Department~~. The employee must provide a medical summary form from his/her attending physician which identifies the medical problem.
4. ~~Sick Leave~~ Short-Term Disability Leave Requests – The ~~Committee~~ employee can be approved for up to ~~50-60~~ days ~~for regular full-time employees of sick leave~~ Short-Term Disability Leave for personal illness/injury. ~~if an employee had a heart attack and was granted a request for that illness, then the maximum amount of sick leave that could be granted to that employee for the heart attack would be 50 days.~~ ~~Maximum leave per year or injury???~~
5. Injuries/ illnesses not covered
 - a. Any on the job injuries or illnesses where workers compensation is filed
 - b. Any injury or illness where the employee was compensated or paid to perform work or services. Examples: Part time jobs or contract labor.

6. COMPENSATION AND BENEFITS

An employee who has been granted a ~~Sick Leave~~ Short-Term Disability Leave Bank request, will ~~not be treated the same as an active employee for purposes of compensation and benefits. The receiving employee is considered on paid leave and will not continue to accrue PTO. The employee will~~ retain eligibility in the City’s insurance plans and retirement, as allowed by regulations, laws, and statutes. ~~The employee will continue to accrue PTO and be eligible for holiday pay.~~

7. RECORD KEEPING

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The procedures for the reporting and recording of leave granted the [Short-Term Disability Leave program](#) ~~Bank~~ will be administered by the Human Resources/Finance Department.

8. APPEALS

The ~~Committee's~~ [City's](#) decision shall be deemed final. However, within five (5) working days after receiving the decision, the employee may [submit additional information for consideration based on the reason provided with regards to the denial. That information will be reviewed and a final decision will be made in accordance with this policy.](#) ~~request that the City Manager review the Committee's decision in order to ensure that the Committee's decision was consistent with the Sick Leave Bank policy.~~

9. FORMS REFERENCE

Form A: ~~Sick Leave~~[Short-Term Disability Leave](#) Bank Membership Application/Agreement

Form B: ~~Sick Leave~~[Short-Term Disability Leave](#) Bank Request Application

~~A-1~~ a **disclaimer** about effect on FMLA --- *Nothing in this policy will be construed to limit or extend the maximum allowable absence under the Family and Medical Leave Act.*

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~~SICK LEAVE~~**SHORT-TERM DISABILITY LEAVE** BANK
Membership Application/Agreement

INSTRUCTIONS: Complete and sign this form and return it to ~~your Department Head~~the Human Resources Department.

Name: _____ —Department: _____

Please check one of the following:

☐ A. ~~Request Membership Enrollment~~ — I request membership in the ~~Sick Leave~~Short-Term Disability Leave Bank. I have read the ~~Sick Leave Short-Term Disability Leave~~ Bank Policy and consent to comply with the program and with all policies administered by the ~~Sick Leave Committee~~Human Resources Department. I freely and voluntarily authorize the immediate transfer of _____ hours (minimum of one (1) working day) of my ~~Paid-Time Off (PTO)~~ to the Bank as a ~~membership fee~~part of maintaining my enrollment. I understand that all PTO transfers are final and are irrevocable. I further agree that these donated hours will not be returned or repaid to me in any form whatsoever and that the ~~Sick Leave~~Short-Term Disability Leave Bank is a voluntary program.

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Signature: _____ Date: _____

FOR OFFICE USE ONLY – DO NOT COMPLETE BELOW

Membership Request: ☐ Approved ☐ Denied

Reason for Denial: _____

Number of hours transferred to the Bank: _____

~~Committee Chairperson~~Human Resource Staff: _____

Date: _____

~~SICK LEAVE~~SHORT-TERM DISABILITY LEAVE BANK APPLICATION
(For Members Only)

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Name: _____ Department: _____

Address: _____ City, Zip: _____

Phone Number: _____

Reason for requesting ~~Sick Leave~~Short-Term Disability Leave Bank days:

☐ Personal illness/injury*

<u>Dependent Name</u>	<u>Relationship</u>	<u>Date of Birth</u>
-----------------------	---------------------	----------------------

Date employee was actively at work: _____

Employee absent from work five consecutive days or more? ☐ Yes ☐ No ☐ N/A

Date employee expected to return to work: _____

In your own words, describe the nature of the illness/injury(add additional pages if needed):

Date illness/injury occurred: _____

Is illness/injury preexisting (6 months prior to ~~Sick Leave~~Short-Term Disability Leave Bank Membership date)? ☐ Yes ☐ No

Name and date physician first consulted for this injury/illness? _____

Did illness/injury require an inpatient hospital stay? ☐ Yes ☐ No ☐ N/A

Will this claim be filed under Workers' Compensation? ☐ Yes ☐ No ☐ N/A

Number of days requesting from the ~~Sick Leave~~Short-Term Disability Leave Bank: _____

I acknowledge all statements provided on this application are true to the best of my knowledge, and I authorize the release of my medical records to the ~~Sick Leave~~Short-Term Disability Leave Bank Executive Officer.

Signature: _____ Date: _____

**Hospital is defined as an institution which is primarily engaged in providing on an inpatient basis facility for the diagnosis, treatment, and care of a sick and injured persons; under the supervision of a staff of physicians which continuously provides 24-hour nursing services by a staff of registered graduate nurses.

(This form must be filled out in its entirety or it will be returned for further clarification, and could delay possible granting of [Sick Leave](#)[Short-Term Disability Leave](#) Bank Days.)

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Jacksonville City Council

AGENDA ITEM REPORT

AGENDA DATE:	12/13/2022	ITEM NUMBER:	14.
DEPARTMENT:	Administration	PREPARED BY:	ReNissa Wade, Assistant City Manager
INITIATED BY:	ReNissa Wade, Assistant City Manager	EXHIBITS:	Policy Manual Section V and XIII update 2022

EXECUTIVE SUMMARY:

The City of Jacksonville adopted the current personnel policies in May 2019. The policy exists to assist the organization in providing clear communication regarding benefits and expectations to employees by setting the operating standards and defining appropriate procedures.

As a part of the compensation plan implementation, Section V of the City of Jacksonville's personnel policies must be updated to properly reflect the new classification plan. As a part of the update, it was noted that other minor clean-up and clarification was needed in both Section V – Employee Compensation and Advancement and Section XIII Separations.

The summary of updates is as follows:

- **5.01 Pay** - Remove wording referring to setting and publishing salaries annually (Pg 55)
- **5.02 Paydays and Work Cycles** - Remove language setting 2 different pay schedules and work cycles. Leaving only one. (Pg 56)
- **5.03 Direct Deposit/Regular Paychecks** – Remove the word “encourage” and replace it with “require” direct deposit for all employees. Change notification for pay errors from 45 days to immediately. (Pg 57)
- **5.05 Classification Plan** – Remove wording referencing old step plan (Pg 59)
- **5.07 Cost-of-Living Adjustment** – Remove wording referencing step and add clarification wording regarding employees at maximum rate (Pg 61)
- **5.09 Certification Pay/Education Pay** - Remove CID Shift Differential \$200.00 (no longer in use)(Pg 63)
- **5.13 Step-up Pay** – Update wording to match current practice (Pg 66)
- **5.18 Final Pay** – Update wording to match wording in Section 8.02 PTO Accumulation. Additionally, removing wording referencing returning items to the City Secretary and replacing them with the department leader and Human Resource Department (Pg 69)
- **13.01 Types of Separations** - Update to perform exit interviews upon the departure of all employees (Pg 111)
- **13.02 Resignation** – Updated to add wording directing where to return items (Pg 112)

Additionally, the City Manager has authorized a policy review committee comprised of the Assistant City Manager, Police Chief, Finance Director and the Director of Public Works to review the current policies and practices of the organization and make recommendations regarding any need for updates.

RECOMMENDED ACTION:

It is recommended that the City Council review and accept all changes and authorize the policy to take effect immediately upon adoption.

BID AND AWARD:

BUDGET DATA:
BUDGET JUSTIFICATION:

STRATEGY MAP

Citizens First	Strengthen Neighborhoods	Manage the "Business"	Focus on Infrastructure	Planning and Preparedness
1.1 Customer-centric service and processes ☐	2.1 Code compliance and updates ☐	3.1 Maintain a well-trained professional workforce ☐	4.1 Assess the condition of infrastructure ☐	5.1 Diversify the tax base ☐
1.2 Leverage the talent and input of citizens ☐	2.2 Parks, recreation, and community building ☐	3.2 Proactively seek process improvements ☒	4.2 Strengthen routine maintenance programs ☐	5.2 Leverage and maximize City facilities ☐
1.3 Transparent and engaging communication ☐	2.3 Community policing and crime prevention ☐	3.3 Ensure financial stability and stewardship ☐	4.3 Adopt a capital improvement program ☐	5.3 Disasters and emergencies ☐
1.4 Ensure value of services ☐	2.4 Preserve and revitalize existing neighborhoods ☐	3.4 Pursue partnerships and grants ☐	4.4 Protect natural resources ☐	5.4 Comprehensive community planning ☐

POLICY/GOAL CONSIDERATION:**LEGAL:**

SECTION V – EMPLOYEE COMPENSATION AND ADVANCEMENT

5.01 Pay

Pay for City employees' is set each year by the City Council in the adopted City operating budget. Employees will be paid in accordance with the City's comprehensive compensation plan, which may include one or more schedules, approved by the City Council.

Salaries for regular status full-time employees are set and published at an annual basis. However, hourly rates are used in the actual calculation of payroll for non-exempt employees.

The formula for calculating hourly rates for all employees other than commissioned fire protection personnel is as follows:

- ❖ Annual salary divided by 2,080 hours (regular work hours per year)
- ❖ Payroll = Hourly rate x 80 hours in pay period
- ❖ Example: Annual rate = \$25,000
 - Hourly rate = $\$25,000 / 2,080 = \12.02
 - ◆ Payroll = Hourly rate x hours worked = $\$12.02 \times 80 = \961.60

The formula for calculating hourly rates for commissioned fire protection personnel is as follows:

- ❖ Annual salary divided by 2,880 hours (regular work hours per year)
- ❖ Payroll = Hourly rate x 106 hours in pay period
- ❖ Example: Annual rate = \$25,000
 - Hourly rate = $\$25,000 / 2,880 = \8.68
 - ◆ Payroll = Hourly rate x hours worked = $\$8.68 \times 106 = \920.08

SECTION V – EMPLOYEE COMPENSATION AND ADVANCEMENT

5.02 Paydays and Work Cycles

The pay period for ~~non-exempt~~ employees is bi-weekly; checks are issued every two weeks on Friday for each 14-day period. ~~Exempt employees are paid either (i) on the 15th and 30th of every month (except February) or (ii) bi-weekly.~~ If the payday falls on a holiday, checks will be issued on the last work day preceding the holiday.

The work cycle for non-exempt personnel, ~~not including commissioned fire protection personnel,~~ is seven days beginning on Saturday at 12.01 a.m. and ending on Friday at midnight. On call schedules may differ based on the approval of the department head and the City Manager.

~~The work cycle for commissioned fire protection personnel is 14 days, beginning on Wednesday at 7:00 a.m. and ending on Wednesday at 7:00 a.m.~~

SECTION V – EMPLOYEE COMPENSATION AND ADVANCEMENT

5.03 Direct Deposit/Regular Paycheck

The City ~~encourages~~ **requires all** employees to enroll and elect to have their paychecks deposited into financial institutions of their choice. Regular paychecks ~~(or paystubs if direct deposit is chosen)~~ will not be issued ~~other than on the days set forth in section 5.02.~~ **If an employee does not have a checking account, they will be automatically approved for an account with the City's depository bank or be provided with a Payroll Card issued through the City's depository bank (e.g. Pre-loaded Debit/Credit Card).** **The City will do everything in its power for employees participating in the direct deposit program to have funds available by the morning on which the payday falls.**

No salary advances or loans against future salary will be made to any employee for any reason.

An employee must bring any discrepancy in a paycheck (such as overpayment, underpayment, or incorrect payroll deductions) to the attention of the appropriate supervisor, who will notify the payroll/finance department **immediately within three pay periods or 45 days.**

In the unlikely event that there is an error in the amount of pay, the employee should promptly bring the discrepancy to the attention of the payroll department and their immediate supervisor so corrections can be made as quickly as possible. If the employee has been underpaid, the City of Jacksonville will pay the employee the difference as soon as possible. If the employee has been paid in excess of what he or she has earned, the employee will need to return the overpayment to the City immediately or in the same amount of time the employee was overpaid (example: if employee was overpaid during three payroll periods, the employee has three payroll periods to repay the amount owed to the City.) No employee is entitled to retain any pay in excess of the amount he or she has earned according to the agreed-upon rate of pay. If a wage overpayment occurs, the overpayment will be regarded as an advance of future wages payable and will be deducted in whole or in part from the next available paycheck(s) until the overpaid amount has been fully repaid.

Back pay will only be paid for a maximum of 45 days.

SECTION V – EMPLOYEE COMPENSATION AND ADVANCEMENT

5.05 Classification Plan

Each position is assigned to a pay grade based upon the principle of equity among positions requiring similar knowledge, skills, and abilities and having similar levels of responsibility, as well as market factors.

Pay ranges for each pay grade are established by a Compensation Plan, which is recommended by the City Manager and approved by the City Council.

Within the general guidelines of the compensation plan and the budget, the City Manager shall make the final determination concerning the classification of a position based on recommendations submitted by the Human Resources department the City Manager is authorized to determine the appropriate pay grade to which each position is allocated and the pay to which the particular employee is assigned.

A step raise is advancement to a higher salary in the same pay grade and is granted to recognize good performance and years of service in the same position. An employee is considered eligible for step raises once a year, on the employee's anniversary date, provided the employee is in good standing. Step raises are effective on the first day of the month regardless of the employee's anniversary date in that month. However, the step raise will not be implemented unless the employee has worked at least one full week of the pay period.

Employees on disciplinary probation or that have received a performance evaluation indicating that their job performance is below acceptable standards will not receive a step raise until such time as the probationary period has ended and/or their performance has risen to a level designated as meeting standards.

A step raise cannot increase an employee's salary beyond the maximum for the pay grade of the position. The current step raise schedule is incorporated into the pay schedule of the compensation plan.

SECTION V – EMPLOYEE COMPENSATION AND ADVANCEMENT

5.07 Cost-of-Living Adjustments

During budget preparations for the upcoming fiscal year, the City Council may authorize a cost-of-living pay increase.

When cost-of-living adjustments to the pay schedule are approved by the City Council, the entire pay schedule is increased by a specific percentage to reflect the adjustment automatically. Each employee will remain in the same grade ~~and step~~ previously assigned, but the salary for that grade ~~and step~~ will have been increased by the approved amount. In the event that an employee's salary ~~meets or~~ exceeds the maximum range, a cost-of-living adjustment will be given as a lump sum or may be added to the base salary only if necessary, to maintain that employee's salary at the new maximum.

SECTION V – EMPLOYEE COMPENSATION AND ADVANCEMENT

5.09 Certification Pay/Education Pay

Eligible regular full-time employees may receive additional compensation per month for a qualifying certificate, license, or degree obtained above the “basic level” within their respective professions or occupations. Department heads are eligible for certificate/education pay unless otherwise stipulated.

The amount of certificate/education pay shall be determined as part of the annual budget and will be a separate pay code and not included in the employee’s regular rate of pay. To qualify for the certificate/education pay program, certificates and degrees must not be a job requirement for the employee’s present position. Certificates or licenses must be obtained from appropriate state certification or licensing agencies and/or recognized professional associations performing a similar certification or licensing function for personnel in the applicable profession and must be maintained in an active status. Certificates or licenses also must be directly related to the employee’s present job duties and functions.

Degrees must be received from an institute of higher learning with accreditation by one of the following:

- AACSB – Association to Advance Collegiate Schools of Business
- MSA – Middle States Commission on Higher Education
- NASC – Northwest Association of schools and of Colleges and Universities
- NCA – Higher Learning Commission of North Central Region
- NEASC – New England Association of Schools and Colleges
- SACS – Southern Association of Colleges and Schools
- WASC – Western Association of Schools and Colleges

Professional certifications and educational incentives will both be paid. Certification and education pay are given as listed below. **The maximum for any combination of certificates/education is \$400 per month.**

Certificate	Certification Pay (monthly)
<u>Police Department</u>	
Intermediate Peace Officer	\$50.00
Advanced Peace Officer	\$75.00
Master Peace Officer	\$100.00
CID Shift Differential	\$200.00
Patrol Shift Differential	\$175.00
Communications Shift Differential	\$175.00

Fire Department

Intermediate Firefighter	\$25.00
Advanced Firefighter	\$75.00
Master Firefighter	\$100.00
Intermediate EMT	\$75.00
Paramedic	\$300.00

Public Works

Water/Wastewater - Class C	\$50.00
Water/Wastewater - Class B	\$75.00
Water/Wastewater - Class A	\$100.00
Water/Wastewater - Class Double B	\$125.00
Water/Wastewater - Class A & B	\$150.00
Water/Wastewater - Class Double A	\$150.00

All Full-Time City Employees

Associates Degree	\$75.00
Bachelors Degree	\$125.00
Masters Degree	\$300.00
Bilingual Pay*	\$150.00

*Specific to Spanish and must be used in the course of performing duties in the regularly assigned position to communicate with residents or business owners.

SECTION V – EMPLOYEE COMPENSATION AND ADVANCEMENT

5.11 Promotions

A promotion is a change in the duty assignment of an employee which results in advancement to a position requiring higher qualifications and involving greater responsibility, additional authority, and a pay increase. This would not apply to lateral transfers within the City to like positions.

5.12 Interim Status Pay

Any employee who is temporarily assigned to serve and serves in a higher-level position (if open FTE position) may be compensated for the additional duties and responsibilities of the higher position. Pay will be increased as determined by the City Manager or City Council. The employee must be qualified to perform and must perform the range of duties of the higher position required during the temporary assignment in order to be eligible for the additional compensation. After assignment the employee will return to the original pay after the temporary assignment has ended.

5.13 Step-up Pay

For commissioned fire protection personnel filling the absence of a higher-ranking position (lieutenant or captain), step-up pay is provided **at the base** pay rate for the higher position and is paid for the hours physically worked in the higher position.

5.14 Lateral Transfers

A lateral transfer is the movement of an employee between positions in the same level of pay within the City. Lateral transfers may be made within the same department or between departments of the City. If a position is reclassified but remains assigned to the same pay grade, no pay adjustment will take place.

5.15 Incentive Pay

Employees are eligible to earn incentive pay, or pay above and beyond an employee's normal salary. This is based on an approved budgeted amount and City Manager approval. This pay is a one-time payment and is not reflective in an employee's annual salary. Eligibility for incentive pay is dependent on meeting any of the requirements listed below:

1. Saving the City an amount of money management deems worthy of additional compensation.
2. Developing an operational improvement that improves efficiency, saves money, etc.

SECTION V – EMPLOYEE COMPENSATION AND ADVANCEMENT

5.18 Final Pay

Upon termination of employment, departing employees will be paid for all unused PTO which was accumulated at the time of termination up to the maximum accumulated time as defined in Section 8.02 PTO Accumulation. Uniforms, keys, vehicles, and other City-owned equipment must be returned in good condition to the department leader or Human Resource department City Secretary prior to the separation. If a terminating City employee fails to return City-owned equipment or property to the City before his/her final paycheck is issued, the value of the property or equipment will be deducted from the final pay with the balance of the final check to be paid after the employee returns the equipment or property to the City. Authorized deductions, which include appropriate withholding taxes, retirement system contributions, etc., will also be withheld from the departing employee's final paycheck.

Employees who depart prior to the completion of the six-month probationary period (or 12 months if the probationary period is extended). Police personnel who depart prior to the completion of the 12-month probationary period shall not receive payment for unused paid time off.

Final paychecks shall be issued on the next normal pay date for employees who resign or retire. Final paychecks for employees who are terminated shall be issued as required by law.

SECTION VIII – TIME OFF

8.02 Paid Time Off

Time off is defined as an absence from work. It may be used for vacation, illness, etc. as defined within these policies and procedures.

The benefits of PTO include a demonstrated reduction in unplanned absenteeism since employees have greater control over the use of time off. Under the PTO policy, employees do not lose unused sick time, and thus would not feel compelled to consume the time rather than lose it. Should an employee exhaust their entire PTO balance, critical time off may be used in case of injury or illness.

PTO Accrual

- Full-time employees accrue, or earn, an amount of PTO time with each payroll cycle, based upon years of service.
- Beginning with the first year of service, full-time employees will accrue, or earn, 18 days or 144 hours.
- One additional day per year of service will be earned on the employee's anniversary date, up to a maximum of 30 days after 13 years of service.
- After 25 years of service, an additional five days of service can be earned, for a total of 35 days or 280 hours.

The table below shows the maximum accrual of PTO based on years of service.

Years of Service	Maximum Days Accrued per Year
1	18
2	19
3	20
4	21
5	22
6	23
7	24
8	25
9	26
10	27
11	28
12	29
13	30
25 Plus	35

PTO Accumulation

- Full-time employees accumulate – or save – an amount of remaining PTO time at the end of each year without losing it, based upon years of service.
- After each five years of service up to 15 years, an additional 10-20 hours of PTO time can be saved without being lost, with a maximum of 360 hours at 15 years of service (see table below).
- All accumulated PTO time up to the maximum allowed will be paid to the employee upon retirement or separation from City employment.

The table below summarizes the amount of PTO hours that can be saved per years of service.

Years of Service	Proposed Accumulation of PTO
1	144 Hours
2	200 Hours
3	220 Hours
4	230 Hours
5	240 Hours
6	250 Hours
7	260 Hours
8	270 Hours
9	280 Hours
10	300 Hours
11	300 Hours
12	320 Hours
13	340 Hours
14	350 Hours
15	360 Hours

SECTION XIII – SEPARATIONS

13.01 Types of Separations

All separations of employees are designated as one of the following types:

- Resignation;
- Abandonment of Position;
- Emergency Response;
- Retirement;
- Reduction in Force/Lay Off;
- Termination;
- Disability; or
- Death.

Exit interviews are available and conducted upon request of the employee and/or the department head.

SECTION XIII – SEPARATIONS

13.02 Resignation

Should an employee decide to resign from the City of Jacksonville, advance notice of the separation should be provided to the supervisor. Two weeks written notice is preferred. This will allow time for a suitable replacement to be found. The supervisor is responsible for notifying the City Manager immediately. On the last day of employment and prior to issuance of final paycheck the employee will be required to return any City of Jacksonville property to their department leader or the Human Resource department. Property includes, but is not limited to, office/desk/security cards or keys, unused business cards, work uniforms, office equipment, or any other items issued or in the possession of the employee during the course of employment with City of Jacksonville.



Jacksonville City Council

AGENDA ITEM REPORT

AGENDA DATE:	<u>12/13/2022</u>	ITEM NUMBER:	<u>15.</u>
DEPARTMENT:	<u>Administration</u>	PREPARED BY:	<u>Greg Lowe, City Secretary</u>
INITIATED BY:	<u>Randall Chandler, Director of Community and Public Services</u>	EXHIBITS:	<u>Bulk Unleaded and Diesel Fuel RFP Hubert Glass Oil December 2022, 12.2022 Fuel Bid Tab sheets</u>

EXECUTIVE SUMMARY:

Recently, staff went out for bid for bulk unleaded and diesel fuel. The only response was from Hubar Glass Oil.

RECOMMENDED ACTION:

Approve Hubert Glass Oil as bulk fuel supplier for the City Of Jacksonville.

BID AND AWARD:

BUDGET DATA:

BUDGET JUSTIFICATION:

STRATEGY MAP

Citizens First	Strengthen Neighborhoods	Manage the "Business"	Focus on Infrastructure	Planning and Preparedness
1.1 Customer-centric service and processes ☐	2.1 Code compliance and updates ☐	3.1 Maintain a well-trained professional workforce ☐	4.1 Assess the condition of infrastructure ☐	5.1 Diversify the tax base ☐
1.2 Leverage the talent and input of citizens ☐	2.2 Parks, recreation, and community building ☐	3.2 Proactively seek process improvements ☐	4.2 Strengthen routine maintenance programs ☐	5.2 Leverage and maximize City facilities ☐
1.3 Transparent and engaging communication ☐	2.3 Community policing and crime prevention ☐	3.3 Ensure financial stability and stewardship ☐	4.3 Adopt a capital improvement program ☐	5.3 Disasters and emergencies ☐
1.4 Ensure value of services ☐	2.4 Preserve and revitalize existing neighborhoods ☐	3.4 Pursue partnerships and grants ☐	4.4 Protect natural resources ☐	5.4 Comprehensive community planning ☐

POLICY/GOAL CONSIDERATION:**LEGAL:**

The request for proposal was noticed in the papaer as required by law.

REQUEST FOR PROPOSAL
BULK UNLEADED AND DIESEL FUEL
For
City of Jacksonville



RFP # 2023-600-01
DUE DATE: December 6, 2022

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

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SECTION I – BULK UNLEADED AND DIESEL FUEL CALENDAR

November 19, 26 Announce RFP and advertise in newspaper

December 6 Proposals Due / Bid Opening

December 13 City Council awards contract

December 14-31 Execute Contracts / Agreements

January 1 Contract and Services Begin

SECTION II – INTRODUCTION AND RFP TERMS AND CONDITIONS

The City of Jacksonville is soliciting Proposal(s) from qualified and experienced providers for the purchase and delivery ("Services") of bulk unleaded and diesel Fuel ("Fuel").

Submissions should include one (1) original and three (3) copies of the proposal and should be returned in a sealed envelope bearing the following information on the outside of the submittal envelope: the name and address of the respondent, as well as "City of Jacksonville RFP 2023-600-01; Fuel."

Response packages will be accepted until 2:00 p.m. on December 6, 2022, and should be addressed to:

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

SECTION III – DEFINITIONS, TERMS AND CONDITIONS

DEFINITIONS

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

CITY OF JACKSONVILLE – Same as City.

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

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

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

CONTRACTOR OR FIRM – The successful Offeror of this request.

RFP – Request for Proposal

ELECTRONIC DOCUMENTS

Requesting firms may be supplied with the original documents in electronic form to aid in the

preparation of proposal(s). By accepting these electronic documents, Firms agree not to edit or change the language or format of these documents. Submission of a proposal by Firms signifies full agreement with this requirement.

RECEIPT OF PROPOSALS

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

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

QUESTIONS AND INQUIRIES

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

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

CITY PREROGATIVE TO ACCEPT/REJECT PROPOSALS

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

REIMBURSEMENTS

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

CERTIFICATION

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

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

Signed By:

Title:

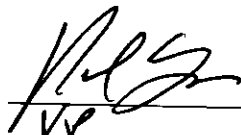
Typed Name:

Company Name:

Phone No.:

Fax No.:

Email:


VP
Paul Travis
Hubert Glass Oil Co
903-586-8026
903-589-1232
ptravis@glassoil.com

Bid Address:

P.O. Box or Street

City, State ZIP

76036 Hwy 69 N
Jacksonville TX 75766

Purch. Order Address:

P.O. Box or Street

City, State ZIP

11

Remit Address:

P.O. Box or Street

City, State ZIP

11

Federal Tax ID No.:

Date:

200459942
12-2-22

AGREEMENT

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

COMMUNICATION

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

COMPANY OWNERSHIP/MANAGEMENT

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

DISCLOSURE

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

AWARD OF THE CONTRACT

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

request for proposals.

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

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

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

ADDENDA

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

FALSE OR MISLEADING STATEMENTS

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

CLARIFICATION OF PROPOSAL

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

RESPONSIVENESS

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

REJECTION OF PROPOSAL

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

INDEMNIFICATION AND RELEASE

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

INDEMNIFICATION

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

RELEASE

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

CONFLICT OF INTEREST

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

SECTION IV - TECHNICAL SPECIFICATIONS GENERAL INFORMATION

BACKGROUND

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

The City of Jacksonville has an on-site fueling station at Lake Jacksonville with a fuel tank capacity of 2,000 gallons. This tank uses super unleaded, non-ethanol gasoline. The city also has a 540-gallon tank at the Public & Community Services compound, using super unleaded, non-ethanol gasoline and an 870-gallon Off-Road diesel.

GENERAL SCOPE OF WORK

All orders will be placed on an "as needed" basis only; no quantities are guaranteed. The city uses an estimated average of 400 gallons of Off-Road diesel fuel per month; an estimated average of 2,300 gallons of non-ethanol gasoline per month. These estimates fluctuate seasonally, meaning more in some months and less in others. The above usage estimates are strictly monthly averages. The Lake Jacksonville tank usage peaks in the summer months and

drops off considerably in the winter months.

Services will be requested on an as needed basis and City of Jacksonville does not guarantee a minimum value for any resulting master contract. The City of Jacksonville may award Contracts to multiple Contractors and no contract will be exclusive.

PROJECT DETAILS

The Proposer(s) submitting a Proposal for this RFP should fit into at least one (1) of the below classifications:

- (a) The Proposer should be a refiner or distributor and have a refinery and a tank storage facility or facilities within 150 miles of the Jacksonville, Texas city limits.
- (b) The Proposer should be a distributor of ULSD Diesel Off-Road Blend Fuel and/or REC-90 Bulk Unleaded (Super Unleaded Non-Ethanol) Gasoline and be able to deliver Fuel upon request; or
- (c) The Proposer should be a broker of ULSD Diesel Off-Road Blend Fuel and/or REC-90 Bulk Unleaded Gasoline (Super Unleaded Non-Ethanol) and be able to deliver Fuel upon request.

Fuel orders will be placed by the City of Jacksonville Parks Department.

Fuel types covered under this RFP include but are not limited to:

- (a) Branded or unbranded super unleaded gasoline.
- (b) Clear Ultra Low Sulfur Diesel (15 ppm).

Routine Fuel orders placed before 9:00 am Monday through Friday will be delivered the same day; Fuel orders placed after 9:00 am will be delivered the following business day.

Fuel product delivery will be based on a schedule that best meets City of Jacksonville's Fuel usage pattern and operational requirements.

Proposer(s) must provide all necessary labor and equipment required to perform the Services including, but not limited to, special tools, materials, and equipment.

Fuel Services shall be performed during normal business hours unless prior arrangements have been made with City of Jacksonville Public & Community Services Department. "Normal Business Hours" are defined as 8:00 a.m. to 4:00 p.m. Monday to Friday excluding City of Jacksonville holidays. City of Jacksonville's recognized holidays include New Year's Day, MLK, Presidents Day, Memorial Day, Fourth of July, Labor Day, Veterans Day, Thanksgiving, and Christmas.

Unleaded fuel will be delivered to Lake Jacksonville at 2700 Byrd Road, Jacksonville TX 75766 and 1220 Tena St., Jacksonville, TX 75766.

Diesel fuel will be delivered to 1220 Tena St., Jacksonville, TX 75766.

If a delivery is going to be late, City of Jacksonville must be notified immediately.

Proposer(s) must leave a Bill of Lading or delivery receipt after every delivery.

HISTORICAL USAGE

FY21 Fuel Usage

Gasoline: 27,338 gallons of unleaded

Diesel: 4,200 gallons

MANDATORY REQUIREMENTS/CONDITIONS

Fuel Requirements

- (a) Unleaded gasoline must contain NO ethanol.
- (b) Fuel must comply with all applicable federal, state, and local laws and regulations.
- (c) City Of Jacksonville claims an exemption as a Chartered Texas Municipality from all state and local sales or use tax on all Purchases (Texas Tax Code, §151.309(4)).

Delivery

- (a) Fuel must be delivered by the Proposer(s), and Proposer(s) must leave a delivery receipt and a material safety data sheet ("MSDS") for all types of Fuel ordered at the time of delivery.
- (b) Delivery trucks must be properly equipped with accurate measuring devices as well as vapor recovery systems, all verifiable by Community & Public Services Department personnel upon completion of delivery.
- (c) Deliveries shall be made on a net gallon basis, temperature corrected to 60°F.

Extreme care must be taken to avoid spills. The Fuel delivery truck must always be attended during fuel deliveries to City of Jacksonville. Fuel deliveries must follow all federal and state safety regulations. Proposer(s) shall be responsible for any cost that is incurred as a direct result of a Fuel spill due to negligence or equipment malfunction of Proposer. Proposer shall be responsible for any clean up due to a fuel spill due to negligence or equipment malfunction of the Proposer. Proposer shall submit a copy of their spill containment policy.

Proposer(s) Personnel

- (a) Proposer must provide uniforms and identification badges for all employees providing Services on City of Jacksonville property. No employee of the Proposer will be allowed on City of Jacksonville properties without proper identification.
- (b) Proposer(s) shall take measures to protect existing structures and exterior grounds.
- (c) Proposer(s) will be responsible for any damage to areas surrounding the delivery site

Pricing Structure

1. Pricing Schedule

- a. Form (page 11)– Must be completed with the Profit and Total cost per gallon depending on the size of the load.

2. Miscellaneous Charges

- a. Please describe any charges above and beyond the cost of fuel that may be

applied.

- i. Trip Charges (Single or Multiple Deliveries)
- ii. Fuel Surcharges
- iii. Delivery Fees
- iv. Government Fees
- v. Service Fees
- vi. Etc.

3. Fuel Index

- a. Are your prices reflective of any fuel index? (OPIS is used in example, if other is proposed, Please Specify)
- b. Are your prices adjusted per any fuel index? (OPIS is used in example, if other is proposed, Please Specify)

Contingency Plan

Proposals must include Proposer's specific plan of action regarding cost and delivery should conditions affect cost and availability of Fuel during an emergency.

Emergency Delivery

Proposers must work with City of Jacksonville Public & Community Services Department to develop alternative interim Fuel delivery solutions in the advent of a natural disaster or other emergencies that may disrupt normal fueling operations.

Proposers shall provide City of Jacksonville with a 24-hour emergency contact number. No restrictions on fuel purchases or deliveries shall apply to City of Jacksonville during emergencies; however, deliveries may be subject to availability of supply.

Quality Measures

All fuel delivered must meet or exceed refinery approved pipeline specifications for product delivery to Jacksonville, Texas. The City of Jacksonville reserves the right to test fuels at any time for specification compliance. All tests must be made as per the methods specified or approved by the American Society of Testing Material ("ASTM"), unless otherwise specified. When the test analysis shows fuel meeting specification, City of Jacksonville will pay for said test.

When test analysis show fuel does not meet specification, costs for tests shall be borne by the Proposer(s). Such failure shall result in Proposer's prompt removal of non-compliant Fuel, using Proposer's own equipment, at no cost to City of Jacksonville, within twenty-four (24) hours of notification.

Acceptable fuel must immediately replace noncompliant Fuel based on the quantity of unsuitable fuel originally delivered to City of Jacksonville at no charge for the entire shipment. Violations of specification requirements may give City of Jacksonville cause to cancel and resolicit the entire Contract and shall be a consideration of future awards and may result in reporting the Proposer to the Texas Comptroller.

PRICING SCHEDULE FORM

To be accepted, bidders must thoroughly complete all blanks in this section. Offerors must ensure that all calculations are correct. If there are discrepancies in unit price and total, unit price will prevail. Offerors are required to enter the amount in Item B to four (4) decimal places, for "Transport Truck Deliveries" (TTD) and "Less Than Full Transport Truck Deliveries" (LTFTTD) based on the estimated quantities. Offerors must bid on all types of fuel in order to be considered for a contract award. Bid process must not take into account the State of Texas mandated Petroleum Product Deliver Fee or the State Road Tax. If awarded a contract, the successful vendor will collect these applicable taxes/fees by itemizing each invoice.

Sample Pricing

Branded or unbranded super unleaded gasoline, ethanol free
Transport Truck Delivery (TTD)

Minimum less than transport load in U.S. Gallons: 7,000

(A) OPIS \$/ GALLON as of 07/02/2014	(B) Profit Per Gallon	(C) Total Unit Price Per Gallon
\$2.9077	\$.023	\$2.9307

Item # 1 Branded or unbranded super unleaded gasoline, ethanol free
TRANSPORT TRUCK DELIVERY (TTD)

Minimum less than transport load in U.S. Gallons: 7500

(A) OPIS \$/ GALLON as of 11/1/2022	(B) Profit Per Gallon	(C) Total Unit Price Per Gallon
\$ <u>2.9727</u>	\$ <u>0.10</u>	\$ <u>3.2727</u>

Item # 2 Branded or unbranded super unleaded gasoline, ethanol free
LESS THAN FULL TRANSPORT TRUCK DELIVERY (LTFTTD)

Minimum less than transport load in U.S. Gallons: 250

(A) OPIS \$/ GALLON as of 11/1/2022	(B) Profit Per Gallon	(C) Total Unit Price Per Gallon
\$ <u>2.9727</u>	\$ <u>0.25</u>	\$ <u>3.4227</u>

Item # 3 Clear Ultra Low Sulfur Diesel (15 ppm)
TRANSPORT TRUCK DELIVERY (TTD)

Minimum less than transport load in U.S. Gallons: 7500

(A) OPIS \$/ GALLON as of 11/1/2022	(B) Profit Per Gallon	(C) Total Unit Price Per Gallon
\$ <u>3.8798</u>	\$ <u>0.10</u>	\$ <u>4.1798</u>

Item # 4 Clear Ultra Low Sulfur Diesel (15 ppm)
LESS THAN FULL TRANSPORT TRUCK DELIVERY (LTFTTD)

Minimum less than transport load in U.S. Gallons: 250

(A) OPIS \$/ GALLON as of 11/1/2022	(B) Profit Per Gallon	(C) Total Unit Price Per Gallon
\$ <u>3.8798</u>	\$ <u>0.20</u>	\$ <u>4.2798</u>

CONFLICT OF INTEREST FORM



ATTENTION VENDORS DOING BUSINESS WITH THE CITY OF JACKSONVILLE

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

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

Thank you for your cooperation.

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

CONFLICT OF INTEREST QUESTIONNAIRE**FORM CIQ**

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.**OFFICE USE ONLY****Date Received:**

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity no later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code,

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor

1. Name of person who has a business relationship with a governmental entity.

☐

2. Check this box if you are filing an update to a previously filed questionnaire. *(The law requires you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)*

3. Name of local government officer with whom filer has employment or business relationship.

NA
Name of Officer

This section (item 3 including subparts A, B, C and D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes☒ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes☒ No

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

☐

Yes

☒

No

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

4.

Signature of person doing business with the governmental entity

Date

REQUEST FOR PROPOSAL
RFP# 2023-600-01
BULK UNLEADED AND DIESEL FUEL
DUE DATE: Dec 6, 2022 @ 2 pm

Bid Tabulation

BIDDER

BASE BID

RECEIVED

1 Hubert Glass Oil Co

See Price Sheet

12-5-22 @ 3:10 pm

2

3

4

5 ****SunCoast***** Was not recieved in time for bid opening****Vendor was contacted and notified of ineligibility.***

Line #	Description	QTY	Hubert Glass Oil				OPIS \$/ gallon	Profit /gallon	Total Unit Price/gallon	OPIS \$/ gallon	Profit /gallon	Total Unit Price/gallon
			OPIS \$/ gallon	Profit /gallon	Total Unit Price/gallon							
1	Pricing Schedule											
2	Item # 1 Unleaded Transport Truck Delivery	7500	2.9727	\$0.10	\$3.2727							
3	item #2 Unleaded less then full Transport Truck Delivery	250	2.9727	\$0.25	\$3.4227							
4	Item #3 Diesel Transport Truck Delivery	7500	3.8798	\$0.10	\$4.1798							
5	Item #4 Diesel less than full Transport Truck Delivery	250	3.8798	\$0.20	\$4.2798							
6												
7												
8	Alternate Costs											
9	Trip Charges (Single or Multiple Deliveries)											
10	Fuel Surcharges											
11	Delivery Fees											
12	Government Fees											
13	Service Fees											
14	Other											
15												
16	Fuel Index											
17												
18												
19												

OPIS \$/ Gallon as of 11/1/2022

2023-600-01

Event Title

RFP: Bulk Unleaded & Diesel Fuel

Event Description

Bulk Unleaded and Diesel Fuel

Close Date

Tuesday, December 6, 2022 2 pm

City Council awards contract

Tuesday, December 13, 2022

Execute Contracts

12/14-31/2022

Contract Begins

Sunday, January 1, 2023

Organization

Workgroup

Contact

Email

Phone

City of Jacksonville

Community & Public Services

Randall Chandler

Randall.Chandler@jacksonvilletx.org

903-589-3510

[illegible]

Responding Supplier	Submitter Full Name	Submitter Email	Supplier Phone	Address
Hubert Glass Oil Co	Paul Travis	ptravis@glassoil.com	(903) 586-8026	36036 Hwy 69 N Jacksonville, Tx 75766



Jacksonville City Council

AGENDA ITEM REPORT

AGENDA DATE:	12/13/2022	ITEM NUMBER:	16.
DEPARTMENT:	Administration	PREPARED BY:	Greg Lowe, City Secretary
INITIATED BY:	Randall Chandler, Director of Community and Public Services	EXHIBITS:	12.2022 Cemetery Grounds Maintenance, Cemeteries Grounds Maintenance Contract Bid BCBUDec 2022

EXECUTIVE SUMMARY:

Recently, staff went out for bid for the contract mowing of the cemeteries. Five bids were received ranging from \$136,800 down to \$75,000 with BCBU being the low bidder.

RECOMMENDED ACTION:

Award BCBU the contract mowing contract for the cemeteries.

BID AND AWARD:

BUDGET DATA:

BUDGET JUSTIFICATION:

STRATEGY MAP

Citizens First	Strengthen Neighborhoods	Manage the "Business"	Focus on Infrastructure	Planning and Preparedness
1.1 Customer-centric service and processes ☐	2.1 Code compliance and updates ☐	3.1 Maintain a well-trained professional workforce ☐	4.1 Assess the condition of infrastructure ☐	5.1 Diversify the tax base ☐
1.2 Leverage the talent and input of citizens ☐	2.2 Parks, recreation, and community building ☐	3.2 Proactively seek process improvements ☐	4.2 Strengthen routine maintenance programs ☐	5.2 Leverage and maximize City facilities ☐
1.3 Transparent and engaging communication ☐	2.3 Community policing and crime prevention ☐	3.3 Ensure financial stability and stewardship ☐	4.3 Adopt a capital improvement program ☐	5.3 Disasters and emergencies ☐
1.4 Ensure value of services ☐	2.4 Preserve and revitalize existing neighborhoods ☐	3.4 Pursue partnerships and grants ☐	4.4 Protect natural resources ☐	5.4 Comprehensive community planning ☐

POLICY/GOAL CONSIDERATION:**LEGAL:**

The council approves all contracts of \$50,000.

REQUEST FOR PROPOSAL
RFP# 2022-607-01
Cemetery Grounds Maintenance
DUE DATE: Dec 6, 2022 @ 10 am

Bid Tabulation

<u>BIDDER</u>	<u>BASE BID</u>	<u>RECEIVED</u>
1 One Stop Lawn	107,640.00	12-6-22 @ 9:30 am
2 BCBU	75,000.00	12-6-22 @ 9:41 am
3 Big Daddy's	136,800.00	12-5-22 @ 1:30 pm
4		
5 ** WCD Enterprises, LLC	118,200.00	12-5-22 by mailbox

WCD Enterprises submittal was not opening during the public opening. The submittal was recieved in time for consideration; but was not highest ranking bidder.
(The bid submittal was recieved by a municipal court employee and was placed unknowingly in the City Manager's mail box inside City Hall. The submittal was not discovered until well after the public bid opening.)

Line #	Description	Big Daddy's Mowing	BCBU	One Stop Lawn	WCD Enterprises, LLC
1	Pricing Schedule				
2	Resthaven Cemetery Cost/ Cycle	\$1,700.00	\$1,100.00	\$1,445.00	\$1,975.00
3	City Cemetery Cost/ Cycle	\$4,000.00	\$2,025.00	\$3,040.00	\$2,950.00
4	Total Bid Amount (Resthaven city)* 24 cycles	\$136,800.00	\$75,000.00	\$107,640.00	\$118,200.00
5					
6					
7					
8					
19	Total cost	\$136,800.00	\$75,000.00	\$107,640.00	\$118,200.00

Line #	Description				
1	Scoring				
2	Total Price (50 points)	27	50	35	32
3	Operational Plan (35 points)	35	35	35	35
4	References & Experience (15 points)	15	15	15	15
5					
6					
7					
8					
19	Total Score	77	100	85	82

2022-607-01

RFP Number

Event Title RFP: Cemeteries Grounds Maintenance Contract

Event Description Grounds maintenance services for 2

Close Date Tuesday, December 6, 2022 10 am

City Council awards contract Tuesday, December 13, 2022

Execute Contracts 12/14-31/2022

Contract Begins Sunday, January 1, 2023

City of Jacksonville

Community & Public Services

Randall Chandler

Randall.Chandler@jacksonville.tx.org

903-589-3510

Organization

Workgroup

Contact

Email

Phone

Responding Supplier	City	State	Response Submitted	Total Score	Response Total
Big Daddy's Mowing	Center	Tx	12-5-22 @ 1:30 pm	77	\$ 136,800.00
BCBU	Jacksonville	Tx	12-6-22 @ 9:41 am	100	\$ 75,000.00
One Stop Lawn	Athens	Tx	12-6-22 @ 9:30 am	85	\$ 107,640.00
WCD Enterprises	Fort Worth	Tx	mailbox	82	\$ 118,200.00

RFP: Cemeteries Grounds Maintenance Contract
 Grounds maintenance services for 2 Cemeteries
 Tuesday, December 6, 2022 10 am

Responding Supplier	Submitter Full Name	Submitter Email	Supplier Phone	Address
Big Daddy's Mowing	James Lindley	bigdaddysmowing2010@yahoo.com	(936) 591-6104	PO Box 327 Shelbyville, Tx 75973
BCBU	Joshua Hendry	joshuahendry77@yahoo.com	(903) 284-8454	1118 Deaton St Jacksonville, Tx 75766
One Stop Lawn	Alan Coleman	alana1stop@gmail.com	(903) 530-4482	811 S Palestine, Athens Tx 75751
**				
WCD Enterprises, LLC	Wes Dryden	wes.dryden@yahoo.com	(480) 415-3416	6387 Camp Bowie Bld, Ft Worth, Tx 76116

Blue Collar



City of Jacksonville
Texas

**Cemeteries
Grounds Maintenance
Contract**

Specifications and General Requirements

Bid # 2022-607-01

Release for Bid: November 19, 2022

Submittal Deadline: December 6, 2022 at 10:00 a.m.

NO ELECTRONIC SUBMITTALS WILL BE ACCEPTED

Background

The purpose of Bid # 2022-607-01 is to obtain proposals for grounds maintenance services at two (2) City-owned cemeteries; 1) City Cemetery 2) Resthaven Cemetery. Desired services consist primarily of mowing, string trimming, edging, and removing litter and fallen tree limbs.

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Area Exhibits	23-24
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NOTICE TO BIDDERS

SEALED BID responses will be received at the City of Jacksonville – City Hall, 315 S. Ragsdale St., Jacksonville, TX 75766 until 10:00 a.m. on Tuesday, December 6, 2022 for the purpose of furnishing all labor, materials and equipment and the performing of all work required in the Cemeteries Grounds Maintenance Contract, at which time and place the proposals will be publicly opened and read aloud and retained by the City for tabulation, checking and evaluation. Proposals received by the City after the submission deadline will be considered void and unacceptable. The City is not responsible for lateness or non-delivery of mail, courier, etc.

Two (2) copies of the Proposal must be submitted sealed and marked. The Proposer should retain a duplicate copy. Fax or email copies will not be accepted. Incomplete or late proposals will be considered non-responsive and will not be reviewed. Each proposal must be complete when submitted. No changes, modifications, corrections, or additions may be made to the proposal once the City of Jacksonville receives it.

Interested parties shall contact Randall Chandler at **Randall.Chandler@jacksonvilletx.org** to request a copy of the Specifications and General Requirements.

The sealed envelope must be marked:

***Bid # 2022-607-01
Cemetery Grounds Maintenance Contract
OPENS, 10:00 a.m. Tuesday, December 6, 2022
City of Jacksonville – City Hall
315 S. Ragsdale St., Jacksonville, TX 75766***

In case of ambiguity or lack of clearness in stating proposal price, City reserves the right to adopt the most advantageous service thereof, or to reject any or all bids. No bid may be withdrawn within ninety (90) days after date on which bids are opened.

ADVERTISEMENT DATES:

November 19, 2022
November 26, 2022
December 3, 2022

Bid # 2022-607-01

Bidders Initials JH

GENERAL TERMS AND CONDITIONS

1. **OPENING PLACE, TIME, AND DATE** – The City will conduct a public bid opening at the location, time and date as specified in the NOTICE TO BIDDERS. Bidders are encouraged to attend. A tabulation of the bid responses received at the time and date of the opening will be made available to all bidders at a later date.

2. **LATE PROPOSALS** – Proposals received by the City after the submission deadline will be considered void and unacceptable. The City is not responsible for lateness or non-delivery of mail, carrier, etc.

3. **WITHDRAWAL** – A proposal may not be withdrawn or cancelled by the bidder without the permission of the City for a period of ninety (90) days following the date designated for receipt of bids, and bidder so agrees upon submittal of their bid.

4. **CONTRACT** – This bid, accompanying documents, and any negotiated terms, when properly accepted by the City, shall constitute a contract equally binding between the successful bidder(s) and the City. No different or additional terms will become a part of this contract with the exception of Change Orders.

5. **DEFAULT** – The City reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the City in the event of breach or default of this contract. The City reserves the right to terminate the contract immediately in the event the successful bidder fails to:
 1. Substantially meet delivery or completion schedules
 2. Otherwise, substantially perform in accordance with the accepted bid

Breach of contractor or default authorizes the City to award to another bidder, purchase elsewhere and charge the full increase in cost and handling to the defaulting party.

6. **PRICES HELD FIRM** – The City reserves the right to require that submitted bids remain in force for a ninety (90) day period after opening or until award is made; whichever occurs first.

7. **RESOURCE CONTACT** – All information and/or questions pertaining to this bid shall be directed to the City at Randall.Chandler@jacksonvilletx.org. It is the bidder's responsibility to seek clarification of any uncertain terms.

8. **NEGOTIATION** – Any attempt to negotiate or give information on the contents of this bid with the City, or its representatives, prior to award shall be grounds for disqualification.

9. **TAX EXEMPT** – The City is exempt from all sales and excise taxes. Tax exempt forms are

Bid # 2022-607-01

Bidders Initials JH

available upon request.

10. **FORMS PROVIDED** – All bids must be submitted on the forms provided to insure uniformity and comparability of responses. Bids may be rejected if they show any omissions, alterations in wording, conditional clauses, or irregularities of any kind.
11. **PRICE FIXING** – In submitting a bid response to this request, the bidder thereby certifies that the bidder has not participated in nor been party to any collusion, price fixing, or any other agreements with any company, firm, or person concerning the pricing on the enclosed bid.
12. **GRATUITIES** – The City may, by written notice to the successful bidder, cancel this contract without liability to successful bidder if it is determined by the City that gratuities in the form of entertainments, gifts or otherwise, were offered or given by the successful bidder, or any agent or representative of the successful bidder, to any officer or employee of the City with a view towards securing or amending, or the making of any determinations with respect to the performance of such a contract.
13. **CONFLICT OF INTEREST** – No public official shall have an interest in this contract, in accordance with Vernon's Texas Code Annotated, Local Government Code Title 5, Subtitle C, Chapter 171.
14. **WARRANTY PRICE** – The price to be paid by the City shall be that contained in successful bidder's bid which successful bidder warrants to be not higher than the successful bidder's current prices on orders by others for products of the kind and specification covered by this agreement for similar quantities under similar or like conditions and methods of purchase. In the event successful bidder breaches this warranty, the prices of the items shall be reduced to the successful bidder's current prices on orders by others, or in the alternative, the City may cancel this contract without liability to successful bidder for breach of successful bidder's actual expense.
15. **FORCE MAJEURE** – Neither party shall be required to perform any term, condition or covenant in this contract so long as such performances are delayed or prevented by force majeure, which shall mean acts of God, strikes, lockouts, material or labor performance restrictions by any governmental authority, civil riots, floods, and any other cause not reasonably within the control of the party required to perform and which by the exercise of due diligence said party is unable, wholly or in part, to prevent or overcome.
16. **APPLICABLE LAW** – This agreement shall be governed by the Uniform Commercial Code. Wherever the term "Uniform Commercial Code" is used, it shall be construed as meaning the Uniform Commercial Code as adopted in the State of Texas as effective and in force on the date of this agreement.

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17. **TAXES, UNEMPLOYMENT BENEFITS, ETC.** – The successful bidder hereby accepts exclusive liability for, and agrees to indemnify the City against liability for the payment of any and all contributions or taxes for unemployment insurance, old age pensions or annuities or other purposes now or hereafter imposed by the Government of the United States and/or by the Government of any State of the United States, which are in whole or in part measured by and/or based upon the wages, salaries, or other remuneration paid to persons employed by the successful bidder on work in connection with this order.
18. **ANTI-DISCRIMINATION** – The successful bidder, in performing the work required hereunder, shall comply with the provisions of Executive Order Number 11246, and shall not discriminate against any employee or applicant for employment because of religion, race, sex, age or national origin.
19. **INVOICING AND PAYMENTS** – Invoicing is to be provided in duplicate to the City at PO Box 1390, Jacksonville, Texas 75766. The payment terms are net 30 days. Net 30 days means payment must be postmarked by the City no later than 30 days after receipt of correct invoicing or receipt of ordered supplies, whichever occurs later.
20. **FAIR LABOR STANDARDS ACT** - The successful bidder warrants that the materials covered by this order have been produced in compliance with the requirements of the Fair Labor Standards Act of 1938, as amended.
21. **LIENS** - The successful bidder agrees to and shall indemnify and hold harmless the City against any and all liens and encumbrances for all labor, goods, and services which may be provided under the request, by seller or seller's vendor(s) and if the City requests, a proper release of all liens or satisfactory evidence of freedom from liens shall be delivered to the City.
22. **MODIFICATIONS AND AMENDMENTS** – The City shall have the right to modify this order subject to an adjustment in the price in accordance with the applicable provisions of the Purchase Order, if any, or pursuant to mutual agreement. No agreement or understanding to modify this order shall be binding on the City unless in writing and signed by the City.
23. **ALTERING BIDS** - Bids cannot be altered or amended after submission deadline. Any interlineation, alteration, or erasure made before opening time and date, must be initialed by the signer of the bid, guaranteeing authenticity.
24. **CHANGE ORDERS** - No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders to the contract will be made in writing by the City.

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25. **ACCEPT/REJECT BIDS** – The City reserves the right to accept/reject any or all bids or parts of bids and to waive informalities in the bidding process.
26. **RETURN FORMS** - Bidders are required to return all pages and forms of this bid package. It is recommended that bidders retain a copy of the bid response for reference purposes.
27. **ASSIGNMENT** - The successful bidder shall not sell, assign, transfer or convey any contract resulting from this bid, in whole or in part, without the prior written consent of the City.
28. **VENUE** - This agreement will be governed and construed according to the laws of the State of Texas. This agreement is performable in the City of Jacksonville, Cherokee County, Texas, and venue shall lie exclusively in Cherokee County, Texas.
29. **PERFORMANCE** - Bids must comply with all federal, state, county, and local laws. Any vehicles or equipment shall contain all standard safety, emission, and noise controls required for these types and sizes of equipment at the time of their manufacture. The contractor agrees, during the performance of work or services, to comply with all applicable codes and ordinances of the City, County or State of Texas as they may apply, as these laws now read or as they may hereinafter be changed or amended.
30. **SILENCE OF SPECIFICATIONS** - The apparent silence of these specifications as to any detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

In case any one or more provisions contained in the contract shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not effect any other provision thereof and this contract shall be considered as if such invalid, illegal, or unenforceable provision had never been contained herein.

31. The notice of award of contract shall be given by the City within ninety (90) days following the opening of bids unless all bids are rejected.
32. Each Bidder must provide the information as detailed in the Bid Proposal. This bid, accompanying documents, and any negotiated terms, when properly accepted by the City, shall constitute a contract equally binding between the successful bidder(s) and the City. No different or additional terms will become a part of this contract with the exception of Change Orders.
33. Bidders should carefully examine the specifications and other documents, visit the site of the work, and fully inform themselves as to all conditions and matters which can in any way affect the work or the costs thereof.

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34. Bidders desiring further information, or specifications must make a request for such information in writing to the City prior to forty-eight (48) hours before the bid opening. Should a bidder find discrepancies in, or omissions from, the specifications, or other contract documents, or should he be in doubt as to their meaning, he should at once notify the City in order that a written Addendum may be sent to all bidders. Any Addenda issued prior to forty-eight (48) hours of the opening of bids will be mailed or delivered to each BIDDER contemplating the submission of a proposal of this work. The proposal as submitted by the BIDDER will be so constructed as to include any Addenda if such are issued by the City prior to forty-eight (48) hours of the opening of bids.
35. Within ten (10) days of receipt of notice of award of contract, the successful Bidder (hereinafter "Contractor") must provide, along with executed contract documents, proof of insurance for Comprehensive General Liability Insurance in an amount not less than \$1,000,000 with the City of Jacksonville listed as an additional insured.
36. Contractor covenants and agrees to, and does hereby, indemnify, hold harmless and defend the City, its officers, agents, servants and employees, from and against any and all claims or suits for property damage or loss and/or personal injury, including death, to any and all persons, of whatsoever kind or character, whether real or asserted, arising out of, or in connection with, directly or indirectly, the work and services to be performed hereunder by Contractor, its officers, agents, employees, contractors, subcontractors, licensees or invitees, whether or not caused, in whole or in part, by alleged negligence on the part of officers, agents, servants, employees, contractors, subcontractors, licensees and invitees of the City; and said Contractor does hereby covenant and agree to assume all liability and responsibility of owner, its officers, agents, servants and employees for property damage or loss, and /or personal injuries, including death, to any and all persons of whatsoever kind of character, whether real or asserted, arising out of or in connection with, directly or indirectly, the work and services to be performed hereunder by the Contractor, its officers, agents, employees, contractors, subcontractors, licensees and invitees, whether or not caused, in whole or in part, by alleged negligence of officers, agents, servants, employees, contractors, subcontractors, licensees or invitees of the City. Contractor likewise covenants and agrees to, and does hereby, indemnify and hold harmless the City from and against all injuries, loss or damages to property of the City during the performance of any of the terms and conditions of this Contract, whether arising out of or in connection with or resulting from, in whole or in part, any and all alleged acts or omissions of officers, agents, servants, employees, contractors, subcontractors, licensees, or invitees of the City.
37. The Contractor shall provide one person, with authority to make decisions, to be in charge from the beginning to the end of this contract.

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INSTRUCTIONS TO BIDDERS

1. The Bid award shall be based on, but not necessarily limited to, the following factors:
 - a. Total Price
 - b. Operational Plan
 - c. Results of reference checks
 - d. Experience
 - e. Bidder's past performance record with the City
 - f. The City's evaluation of the Bidder's ability to perform

2. The City may make such investigations as it deems necessary to determine the ability of the Bidder to provide satisfactory performance in accordance with specifications, and the Bidder shall furnish to the City all such information and data for this purpose as the City may request.

3. Bidders are to bid on all items as specified. Bids will be awarded to one bidder based on the total bid.

4. The contract period will begin March 1, 2023 and continue through October 31, 2023. All pricing will remain firm throughout the contract period. The contract may be extended by mutual agreement of both parties for up to five (5) additional one (1) year periods. The Contractor shall submit the renewal proposal with price changes, and justification for price increase to the City no later than July 15th of each year. Increases in contract pricing shall not exceed the consumer price index of the Southern Urban region for the previous twelve-month period.

5. The contract may be cancelled by either party upon forty-five (45) days written notification. The City reserves the right to cancel the contract immediately if the City determines in its sole discretion, that the successful bidder is not fulfilling the assigned responsibilities under this agreement.

6. Contractor shall provide a minimum of three (3) current references with the bid. References shall be from clients the contractor has served in a similar capacity within the last 24 months, preferably businesses within the East Texas region.

7. Contractors bidding on these items shall have a minimum of five (3) years consecutive experience in landscape maintenance, which includes manicured turf maintenance.

8. Contractor must submit, with bid, a completed list of equipment to be used for this contract, on Maintenance and Support Equipment Form. Make additional copies of this form if required.

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9. **ALTERATION OF WORK** – The City reserves the right to limit work scheduled within a cycle in any area at any time or reduce number of mowing's for specific property or when the area in question is under construction or development. Charges for partial areas maintained shall meet the percentage of property with the percentage of cost per cycle.
10. **PERSONNEL REQUIREMENTS** - All maintenance and management personnel assigned to this contract shall meet the following standards:
 - a. All personnel will always utilize appropriate safety equipment.
 - b. Contractor shall provide the City with "after hour/emergency" contacts.
 - c. While on-site, all personnel shall be generally neat in appearance and professional in behavior.
11. **CONTRACT ADMINISTRATION** - Under this contract, the City will appoint its Director of Public and Community Services or his/her designee as contract administrator with the designated responsibility to ensure compliance with performance of contract requirements. Such responsibilities will include, but will not be limited to, the inspection and acceptance of all services performed under this contract. If an area is found to be unsuitable or incomplete in the service required by this contract, the CONTRACTOR will be called back without additional charge to the City. The contract administrator will serve as liaison between the City and the Contractor.
12. **CANCELLATION** - The Contractor shall strictly comply with the provisions of the contract with an adequate number of quality personnel and equipment to perform the work described in these specifications. Non-performance or non-compliance with the requirements of this specification by the awarded vendor shall be basis for the termination of the contract by the City immediately.

The Contractor shall be given forty-eight hours following receipt of notification of default in which to remedy the deficiencies. If the deficiencies are not remedied as a result of the notification, the contract shall be terminated.

At the discretion of the City, subsequent notification(s) may be issued upon the occurrence of each default(s) and the contractor shall have forty-eight hours following receipt of the second notification to remedy the deficiencies. If deficiencies are not remedied following the subsequent notification(s) period, the Contractor shall be deemed in default of the contract and the contract shall be terminated.

The City shall not pay for services that are deemed by the City to be unsatisfactory. Vendors will be given reasonable opportunity, before termination, to correct any deficiencies; however, this in no way may be construed as negating the basis for cancellation.

CONTRACTOR SELECTION

METHOD OF AWARD – BEST VALUE RANKING APPROACH

The City intends to award a contract to the vendor who provides goods and services at the best value. The City may choose to award the contract based on the lowest responsible bid or the best value ranking, whichever is deemed to be in the best interest of the City. In determining the best value, the City will consider price and relevant experience/references to the extent to which the goods and services conform to the specifications herein.

Measurable criteria are used to determine the best value ranking. The measurable criteria are added together to determine the vendor's total score. The vendor with the highest score has the highest ranking. The award shall be made to the vendor with the highest ranking. If there is only one response to the solicitation, the evaluation process may be waived and award may be made to the only responsive, responsible vendor.

An agency evaluation committee, or a designated individual, will evaluate the information provided by the vendor(s) in response to the established measurable criteria contained in the solicitation. If more than one evaluator is used then the combined score of all evaluators for each vendor is the score to be used to determine the ranking for the vendor. Award will be made to the vendor with the highest ranking.

MEASURABLE CRITERIA

Price	50 points (percent)
Operational Plan	35 points (percent)
Experience/References	15 points (percent)

Each vendor is responsible for submitting all relevant, factual, and correct information with their bid. The evaluation committee will assign a ranking score to each vendor based on the available data. If additional sheets are attached to the bid specification package, the bidder shall clearly cross-reference the appropriate location in the solicitation (i.e. page number, paragraph, subject, etc.)

Price (50 points) - the bidder with the lowest price receives the maximum score. The bidder with the next lowest price receives points based on dividing his price into the next lowest price and multiplying that percentage by the available points, for example, assume \$50,000 is the low offer, then that bidder would receive 50 points ($\$50,000/\$50,000=1.00 \times 50=50$). Assume \$55,000 is the next low offer, then that bidder would receive 45.5 points ($\$50,000/\$55,000=0.91 \times 50=45.5$), etc.

Operational Plan (35 points) - 35 points will be the maximum point value given to the bidder. The bidders point value will be based on their measured score. Evaluation of the operational plan shall be based on submittals regarding the following information:

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1. Company Information
2. Equipment to perform contract requirements
3. Number of employees to perform contract requirements / Personnel Information
4. References
5. Experience with contracts similar in size and scope

Failure to meet any of the above requirements may result in bidder receiving zero points in this area.

References (15 points) - 15 points will be the maximum point value given to the bidder with the highest rated customer satisfaction and past performance with the City and/or relevant information provided by the client references who have done similar scope and size of work as specified herein. The bidders point value will be based on their measured score. Failure to include references shall cause the bid to be considered non-responsive.

BID EVALUATION – The City reserves the right to accept or reject in part or in whole any bid submitted, and to waive any technicalities for the best interest of the City. The City reserves the right to determine “or equal” status.

CONTRACTOR SELECTION - If awarded, the contract shall be based on the City's evaluation criteria of price, experience/references and compliance with bid requirements. A responsive bidder shall have submitted a complete sealed bid packet within the stated timeline and in accordance with the bid specifications. A responsible bidder shall demonstrate the ability to successfully deliver the supplies, equipment and/or services being procured.

A responsive bidder is defined to be one who submits a completed sealed bid packet within the stated time deadline and in accordance with the bid specifications.

A responsible bidder is defined to be one who demonstrates via their responses to the selection criteria his or her ability to successfully deliver the supplies, equipment, or services being procured.

BIDDERS QUALIFICATION REQUIREMENTS - Each bidder is responsible for submitting all relevant, factual, and correct information with their bid. The below listed criteria will be assessed by the vendors submitted data. If additional sheets are attached to the bid specification, the bidder shall clearly cross-reference the appropriate location in the solicitation (i.e. page number, paragraph, subject, etc.)

1. Landscape Maintenance Service Contractor shall have a minimum of five (3) consecutive years' experience in landscape maintenance, which includes manicured grass maintenance.

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2. Contractor shall have in his or her employment at the time of bid the minimum number of employees to successfully execute the bid as specified.

CONTRACTOR'S RESPONSIBILITY FOR WORK

1. The Contractor shall be responsible for the complete performance of all of the work under the Contract.
2. Contractor shall be responsible for furnishing all tools, equipment, labor, supplies, and incidentals required to complete the work.

SPECIFICATIONS

SCOPE AND INTENT - The intent is to describe the minimum specifications for grounds maintenance contract for the City.

It is also the intent under these specifications that the contractor shall provide a complete and professional job for each grounds maintenance task assigned by the City. The omission, within a bid submittal of specific reference to any equipment, materials, or labor necessary for performance of contract per specifications, shall not relieve contractor of responsibility for furnishing such equipment, materials, or labor.

REQUIREMENTS

1. The successful bidder shall be responsible for mowing the areas identified in the Area Exhibits; edging all turf along walks, curbs, plant beds, signs and other obstacles; removing all litter (including litter in the roadways), fallen limbs from the entire property and hauling such debris away. Turf areas, which cannot be maintained with mowing equipment, shall be cut to specified turf height using a string-line trimmer. The property is to be free of windrows and chopped paper. Litter must be removed from turf before mowing. The successful bidder shall leave the area with a finished appearance with walks and curb areas appearing to have been swept. The successful bidder shall not simply blow litter, leaves, clippings, etc. into the streets or other property. All expansion joints, bridge abutments, light poles, signs, irrigation control boxes and equipment, irrigation valve box covers, trees and other maintenance barriers that fall within these designated grounds maintenance areas will also require trimming of grass and weeds on the specified maintenance schedule unless otherwise specified by the City. Grass and weeds growing over irrigation valve box covers shall be trimmed back to edge where valve box meets soil. Grass and weeds in expansion joints shall be cut flush with the pavement or treated with an approved herbicide. Remove grass clippings, debris, and trash from headstones and flat markers. Significant tree maintenance and tree/stump removal services are not part of this contract.
2. The successful bidder shall pick up and remove all broken glass from paved areas and turf. Any hazardous condition or any damage to City property is to be reported to the City.
3. Unless otherwise instructed, the successful bidder shall accomplish all tasks and, mowing cycles per schedules as agreed to by the City.
4. The successful bidder and the City will agree on a regular day and time for maintenance. Maintenance cycles shall be completed as specified by the City. If wet weather renders grounds too soft to carry weight of maintenance equipment without rutting, contractor shall not perform maintenance when wet grounds conditions will cause serious damage to grounds, turf, and irrigation equipment or other public or private infrastructure. Contractor shall notify the City of any significant delays (greater than 72 hours) in the maintenance

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schedule resultant from wet conditions.

5. The successful bidder shall set mowing equipment to cut Bermuda grass areas to a height of one and one-half inches (1-1/2") unless otherwise instructed by the City. St. Augustine grass shall be cut at a two and one-half inch height (2-1/2") or as instructed by the City. All changes in mowing height to be approved by the City.
6. Edging along curbs and sidewalks must be cut with steel blade equipment to give a vertically cut edge.
7. The successful bidder will not be permitted to mow within 16" of each tree in order to avoid damage to the trees.
8. The successful bidder shall be responsible for any damage done to plant material, monuments, markers, and other property during the maintenance operation. The successful bidder shall be responsible for replacement of all trees, shrubs, and groundcover destroyed by the successful bidder, employees or agents of the successful bidder during the maintenance operation. Trees and shrubs must not be bumped or marked by mowing, trimming or edging equipment. The successful bidder must report damage immediately to the City. Contractor shall give instruction and ensure that all maintenance personnel refrain from string trimming around tree trunks in a manner which disturbs or damages tree bark. Contractor shall also give instruction to their maintenance personnel and ensure that no trees are damaged during mowing operations.
9. The successful bidder shall furnish all supplies, tools, and equipment to be used on the job. No chemicals, herbicides (weed-killers), insecticides, fungicides, or fertilizers are to be used without the written approval of the City. Expansion joints and paver areas, are the only locations to be sprayed to eradicate weeds without City approval.
10. The successful bidder shall comply with all applicable governmental laws and regulations.
11. The City shall not be liable for any loss or damage sustained by the successful bidder. The successful bidder/contractor shall hold the City harmless from any and all claims for liability or damage of whatsoever nature and kind, including cost of court and attorney's fees, suffered or asserted to have been suffered by any person or to any property of any person whomsoever, growing out of or resulting from or in any way connected with their performance of work under this agreement. The successful bidder shall exercise every necessary precaution for the safety of the work site and the protection of any kind and all persons and/or property located adjacent to or making passage through the work site. All mowing equipment is to have functional debris deflectors in place at all time. Deflectors

are to be standard, manufacturer approved equipment.

12. The successful bidder must provide a valid telephone number and address at all times to the City. The telephone number must be answered during normal working days, at least to take a message.
13. The successful bidder shall submit an invoice for the month that maintenance was completed within ten (10) days after completion of that month.
14. The successful bidder shall operate as an independent contractor and not as an agent, representative, partner or employee of the City, and shall control the operations at the work site, and be solely responsible for the acts of omissions of the successful bidder's employees or agents.
15. Unit prices are to reflect the charges for mowing and associated tasks at each location.
16. A bid response constitutes understanding and acceptance of all terms, conditions, instructions and specifications contained in this Request for Bid.
17. The successful bidder(s) will be responsible for any damages to the irrigation system(s) due to negligence on the part of the bidder or the bidder's representative. Any damage to an irrigation system is to be reported immediately to a City representative.
18. It shall be mandatory that a review of the contracted areas be conducted prior to beginning the first mowing cycle. Such a review shall be attended by the successful bidder and the City.
19. The City reserves the right to cancel scheduled mowing cycle on a week-to-week basis, based upon need, prevailing weather conditions and available funding. Contract is pay as perform for all maintenance tasks.
20. QUALITY ASSURANCE - The grounds may be inspected by the City to insure compliance with the specifications after each mowing.

EXAMINATION OF SITE AND CONDITIONS: Before submitting bid, bidders should:

1. Carefully examine the specifications and the contract documents, including the proposal form.
2. Be fully informed of existing conditions and limitations.

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3. Visit the site of work. Determine routes of ingress and egress for completing entire project.
4. Include in the proposal sufficient compensation to cover all work and guarantee items required by the agreement.
5. Include contractor's site examinations, measurements and prior professional experience in submitting bid.

MAINTENANCE AND SUPPORT EQUIPMENT REQUIREMENTS:

1. Only the appropriate equipment, in proper working order, shall be utilized for maintenance operations.
2. Repair, servicing or fueling of equipment is not permitted within landscape areas or on turf areas.
3. Equipment shall be operated in a safe and efficient manner at all times.
4. The City reserves the right to inspect all equipment to be utilized in performance of this contract, and to inspect the equipment at any interval the City deems necessary to ensure compliance with Federal (OSHA), State, and City safety standards. If contractor's equipment is judged by the City as not meeting minimum safety standards, it shall not be used pursuant to this contract. This constraint from use shall be in effect until said equipment is brought into contract compliance and approved by the City.
5. The City may request that bidders show evidence that equipment to be used in performance of this contract is in good working order, and adequate for performance of required mowing, trimming, and edging operations.
6. Bidders must demonstrate, within bid submittal, the ability to provide the necessary equipment required for grounds maintenance operations per specifications.

Bidder Questionnaire/Personnel Info

How long has your company been in business?

29 years

Is your company regional, or national?

regional

In what cities/states does your firm operate?

Jacksonville, Tyler, Canton

Where is your company headquarters located?

Jacksonville

Does your company enlist the services of any contract labor force?

no

What is your company policy regarding drug testing/abuse?

Zero tolerance

How many employees will be assigned accomplish the requirements of this contract?

5 to 6 employees

Briefly describe your operational plan for carrying out the specifications of this contract.

To carry out the needs and responsibilities of this job, our company will meet and exceed the expectations of this property. Our company will take pride in the maintenance of the grounds. Our experience and work ethic drives us to be prompt and meet all expectations for the task at hand. We strive to help at any cost and to ensure the happiness of the client.

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References

Reference #1

Name of company/client:

Tri-Span

Address of company/client:

3330 Earhart Dr. Carrollton, Tx

Contact person:

Kylie Dorsey

Number of years providing services:

5 years

Contact email:

shellstocktyler tx@gmail.com

Reference #2

Name of company/client:

Optimal Wireless

Address of company/client:

330 E. TX-203 Canton, Tx

Contact person:

Mari Tisdale

Number of years providing services:

7 years

Contact email:

msladytisdale88@gmail.com

Reference #3

Name of company/client:

Bill & Linda Bollinger

Address of company/client:

2541 Wells rd Irving, Tx

Contact person:

Bill Bollinger

Number of years providing services:

4 years

Contact email:

bilinbo@aol.com

Maintenance and Support Equipment Log

The following information will assist the City in evaluating the comparative capabilities of competing bidders. It is understood and acknowledged that the information is requested by the City solely as an indication of the equipment resources available to the bidder to perform required work. Include transport, crew and supervisory vehicles. Please only identify equipment, vehicles, support equipment, etc. that will be utilized by Contractor in performance of this contract.

Type of Equipment	Quantity	Manufacturer	Current Hours	Equipment Age
Zero turn mower	1	John Deere	1103.4	3 1/2 years
Zero turn mower	1	John Deere	312.6	1 1/2 years
Zero turn mower	1	John Deere	155.7	6 months
Straight shaft w/E	1	Stihl		3 years
Straight shaft w/E	1	Stihl		2 years
Straight shaft w/E	1	Stihl		1 year
back pack blower	1	Stihl		2 1/2 years
hand held blower	1	Stihl		2 months
1/2 ton truck	1	dodge	147,400 miles	10 years
16ft enclosed trailer	1	power line cargo LLC.		1 1/2 years
	4			

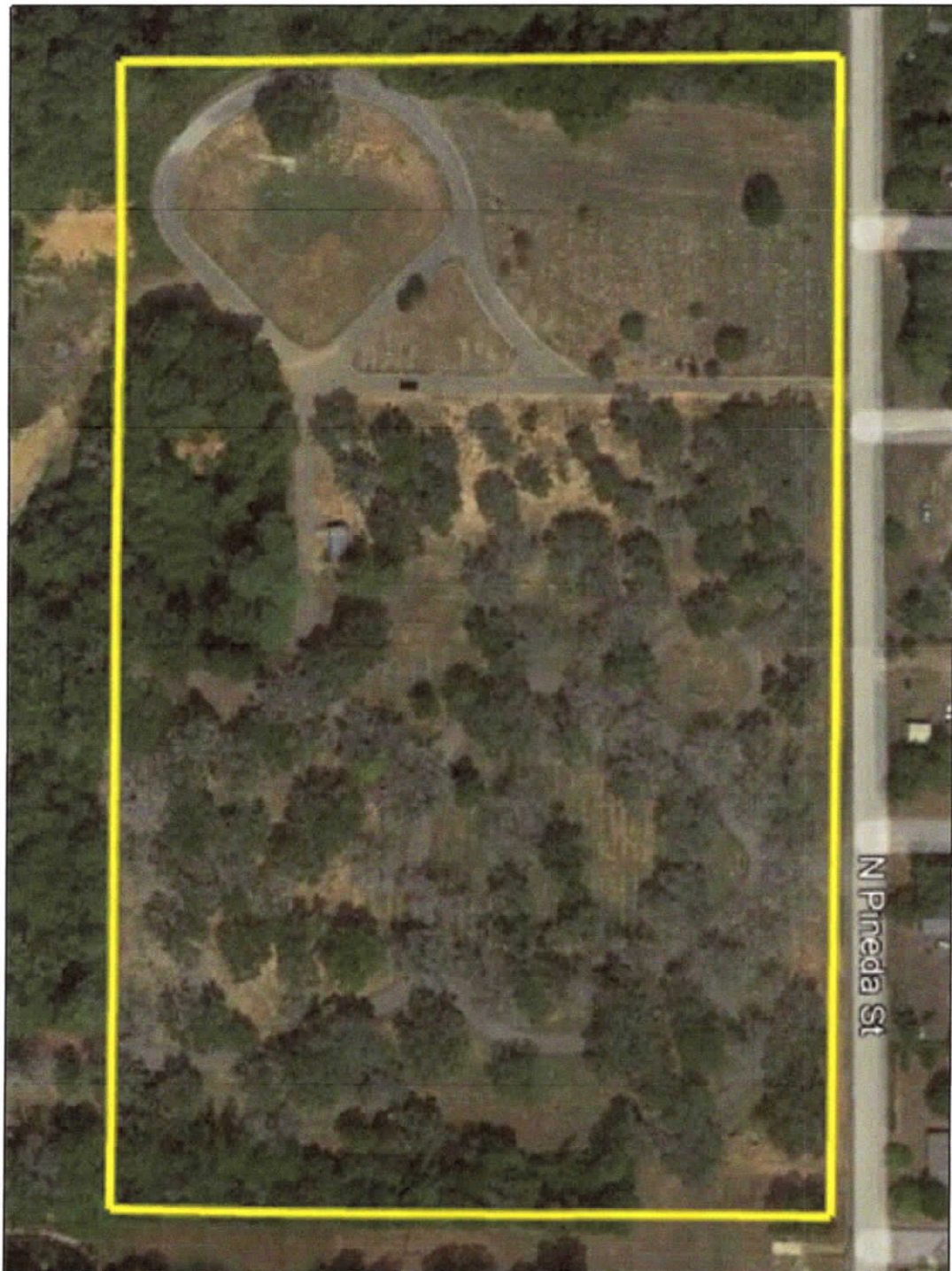
Schedule/Cycles

Month	<u># of Mowing Cycles</u> <u>(City and Resthaven)</u>
January	0
February	0
March	2
April	2
May	4
June	4
July	4
August	4
September	2
October	2
November	0
December	0
Total Cycles	24

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Area Exhibit #1
Resthaven Cemetery
Approx. 17 acres



Bid # 2021-01

Bidders Initials JH

Area Exhibit #2
City Cemetery
Approx. 32 acres



Bid # 2021-01

Bidders Initials

JH

Bid Proposal

TO: City of Jacksonville – City Hall
 315 S. Ragsdale St.
 Jacksonville, Texas 75766

FOR: Cemetery Grounds Maintenance Contract

The undersigned, as bidder, declares that the only person or parties interested in this proposal as principals are those named herein, that this proposal is made without collusion with any other person, firm or corporation; that he has carefully examined the form of contract, Notice to Bidders, specifications, and the attachment(s) therein referred to, and has carefully examined the location and conditions of proposed work; and agrees that he will provide all the necessary labor, machinery, tools, apparatus, and other items incidental to maintenance tasks, and will do all the work and furnish all the materials called for in the contract and specifications in the manner prescribed therein and according to the requirements of the City as therein set forth.

It is understood that the City reserves the right to reject any and/or all bids.

The work proposed to be done shall be accepted when fully completed each month and finished in accordance with the specifications to the satisfaction of the City.

The undersigned certifies that the bid price contained in this proposal have been carefully checked and are submitted as correct and final.

Receipt is hereby acknowledged of the following addenda to the contract documents:

Addendum No. 1 dated _____	Received _____
Addendum No. 2 dated _____	Received _____
Addendum No. 3 dated _____	Received _____

It is understood that a lump sum price must be shown in words and figures for the item listed in this proposal, and in the event of discrepancy, the words shall control.

Did you visit the site(s)? Yes No

Did you attend the pre-bid conference? Yes No

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Bidders Initials JA

Bid Proposal

TO: City of Jacksonville – City Hall
315 S. Ragsdale St.
Jacksonville, Texas 75766

FOR: Cemeteries Grounds Maintenance Contract

Respectfully submitted,

12-6-22
Date

BCBU
Company Name (please print)

Joshua K. Hendry
By (please print)

Signature: 

1118 Deaton St.
Bidder's Street Address

Jacksonville Tx 75766
City, County, State, Zip

Phone Number: 903-284-8454

Email Address: joshuahendry77@yahoo.com

SEAL if Bidder is a Corporation:

All bid responses are required to be signed by an authorized representative of the bidding entity.
Bid responses received unsigned will not be considered.

Bid # 2022-607-01

Bidders Initials JH

**BID PROPOSAL FOR
CEMETERIES GROUNDS MAINTENANCE CONTRACT
March 1 – October 31, 2023**

Resthaven Cemetery	City Cemetery
Cost Per Cycle: \$ <u>1,100.00</u>	Cost Per Cycle: \$ <u>2,025.00</u>
TOTAL BID AMOUNT: (Resthaven Cycle + City Cycle) x (24 cycles)	<u>\$ 75,000</u> $\$1,100 + \$2,025 \times 24 = \$75,000$
GRAND TOTAL CEMETERIES GROUNDS MAINTENANCE CONTRACT AMOUNT <u>\$75,000.00</u>	
<u>Seventy five thousand dollars</u> DOLLARS	
<u>Zero</u> CENTS	
All above items must be filled in by the bidder. All corrections on the Bid Proposal shall be initialed by the bidder.	

Bid # 2022-607-01

Bidders Initials

JH



Jacksonville City Council

AGENDA ITEM REPORT

AGENDA DATE:	<u>12/13/2022</u>	ITEM NUMBER:	<u>17.</u>
DEPARTMENT:	<u>Administration</u>	PREPARED BY:	<u>Greg Lowe, City Secretary</u>
INITIATED BY:	<u>Greg Lowe, City Secretary</u>	EXHIBITS:	<u>12.2022 Lab testing tab sheets, LabTesting RFP Ana Lab Corp. December 2022</u>

EXECUTIVE SUMMARY:

Recently, staff issued a request for proposal for lab testing at the water and sewer plants. One proposal was received from Ana Lab Corporation.

RECOMMENDED ACTION:

Approve Ana Lab as the testing laboratory for the City of Jacksonville.

BID AND AWARD:

BUDGET DATA:

BUDGET JUSTIFICATION:

STRATEGY MAP

Citizens First	Strengthen Neighborhoods	Manage the "Business"	Focus on Infrastructure	Planning and Preparedness
1.1 Customer-centric service and processes ☐	2.1 Code compliance and updates ☐	3.1 Maintain a well-trained professional workforce ☐	4.1 Assess the condition of infrastructure ☐	5.1 Diversify the tax base ☐
1.2 Leverage the talent and input of citizens ☐	2.2 Parks, recreation, and community building ☐	3.2 Proactively seek process improvements ☐	4.2 Strengthen routine maintenance programs ☐	5.2 Leverage and maximize City facilities ☐
1.3 Transparent and engaging communication ☐	2.3 Community policing and crime prevention ☐	3.3 Ensure financial stability and stewardship ☐	4.3 Adopt a capital improvement program ☐	5.3 Disasters and emergencies ☐
1.4 Ensure value of services ☐	2.4 Preserve and revitalize existing neighborhoods ☐	3.4 Pursue partnerships and grants ☐	4.4 Protect natural resources ☐	5.4 Comprehensive community planning ☐

POLICY/GOAL CONSIDERATION:**LEGAL:**

REQUEST FOR PROPOSAL
RFP# 2023-612-01
Lab Testing SWTP & WWTP
DUE DATE: Dec 6, 2022 @ 3 pm

Bid Tabulation

BIDDER

BASE BID

RECEIVED

1 Ana-Lab

See Price Sheet

12/6/22 @ 8.05 am

2

3

4

5

Line #	Description	Ana-Lab
1	Pricing Schedule	
2	Carbonaceous Five (5) Day Biological Oxygen Demand (SM 5210 B, Method ID 20027401)	\$25.00
3	Five (5) Day Biological Oxygen Demand (SM 5210 B, Method ID 20027401)	\$25.00
4	Total Suspended Solids (SM 2540 D, Method ID 20004802)	\$23.00
5	Toxicity Characteristic Leaching Procedures (TCLP, EPA Table III)	\$1,107.00
6	Ammonia as Nitrogen (SM 4500-NH3 D, Method ID 20108809)	\$30.00
7	Enterococci (CFU or MPN/1—ml, Method ID 60030208)	\$200.00
8	Priority Pollutant Scan	\$1,717.00
9	Ortho-Phosphate (SMK 4500-PE Method ID 20025803)	\$22.00
10	Alkalinity (SM 2320 B, Method 20045005)	\$25.00
11	E-Coli Coliform Fecal Coliform (Method ID 20212800)	\$40.00
12	Copper EPA 200.7, Method ID 10013806)	\$29.00
13	Paper Filter Liquid Test (EPA 9095, Method ID 10204009)	\$13.00
14		
15		
16		
17		
18		
19		

Responding Supplier	Submitter Full Name	Submitter Email	Supplier Phone	Address
Ana-Lab	Bill Peery	corp@ana-lab.com	(903) 984-0551	2600 Dudley Rd Kilgore, Tx 75662 PO Box 3275 Kilgore, Tx 75663



City of Jacksonville
REQUEST FOR BID
RFB # 2023-612-01
Lab Testing SWTP/WWTP

Project Title: Laboratory Testing – Water and Wastewater Treatment Plants and Pretreatment Program

Bid Closing Date: 3:00 P.M.(CST), December 6, 2022

Original and one (1) copy and one media source required.
No bids submitted after the above deadline will be accepted.

Contact: Public and Community Services Director, Randall Chandler by phone at 903-589-3510 or by email at randall.chandler@jacksonvilletx.org

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JACKSONVILLE, TEXAS REQUEST FOR BID

Introduction

Project Overview: The City of Jacksonville is requesting Bids with the intent of awarding a contract for the purchase of goods and services contained in Appendix J– Scope of Services.

Questions: Following are contacts for questions as identified.

RFB Clarifications: All questions related to requirements or processes of this RFB should be submitted in writing to Randall Chandler, Director of Public & Community Services by email at Randall.chandler@jacksonvilletx.org.

Scope of Service Questions: All questions related to the scope of services should be submitted in writing to the contact person(s) noted in Appendix J – Scope of Services.

Replies: Responses to inquiries which directly affect an interpretation or effect a change to this RFB will be issued in writing by addendum and posted to City website. All such addenda issued by City prior to the submittal deadline shall be considered part of the RFB. The City shall not be bound by any reply to an inquiry unless such reply is made by such formal written addendum.

Acknowledgement of Addenda: The Bidder must acknowledge all addenda by signing and returning such document(s) or by initialing appropriate area of the Bid document or the submittal will be marked Non-Responsive.

Notification of Errors or Omissions: Bidders shall promptly notify the City of any omissions, ambiguity, inconsistency or error that they may discover upon examination of this RFB. The City shall not be responsible or liable for any errors and/or misrepresentation that result from the solicitations which are inadvertently incomplete, ambiguous, inconsistent or obviously erroneous.

Conflict of Interest Questionnaire (Form CIQ): A person or business, and their agents, who seek to contract or enter into an agreement with the City, are required by Texas Local Government Code, Chapter 176, to file a conflict-of-interest questionnaire (FORM CIQ) which is found in Appendix C. The form must be filed with the City Clerk no later than seven (7) days after the date the person or business begins contract discussions or negotiations with the City, or submits an application, response to a request for proposals or bids, correspondence, or other writing related to any potential agreement with the City. If no conflict exists the offeror must mark the form Not Applicable or NA submit with the bid packet.

Disclosure of Interested Parties Form 1295: A person or business, who enters into a contract with the City, meeting the conditions according to Texas Local Government Code Sec. 2252.908, is required to file Form 1295 with Texas Ethics Commission.

Contact Information

Mailing Address: City of Jacksonville, Public & Community Services, 1220 S. Bolton St.
Jacksonville, Texas 75766

Physical Address: City of Jacksonville, Public & Community Services, 1220 S. Bolton St.
Jacksonville, Texas 75766

Email Address: randall.chandler@Jacksonville.tx.org

General Information

Tax Exempt Status: City purchases are exempt from State Sales Tax and Federal Excise Tax. Do not include tax in the Bid. City will furnish Excise Tax Exemption Certificate upon request.

Public Inspection of Bids: The City strictly adheres to the Texas Public Information Act (Texas Government Code Chapter 552.001, et seq.) and all other governing statutes, regulations, and laws regarding the disclosure of RFB information. Bid Documents are not available for public inspection until after the contract award. If the Bidder has notified the City, in writing, that the Bid Document contains trade secrets or confidential information, the City will generally take reasonable steps to prevent disclosure of such information, in accordance with the Public Information Act. This is a statement of general policy only, and in no event shall the City be liable for disclosure of such information by the City in response to a request, regardless of the City's failure to take any such reasonable steps, even if the City is negligent in failing to do so.

All bidders are hereby put on notice that if the Bidder is awarded a contract for procurement of goods or services, the City of Jacksonville is entering into that contract in its governmental capacity, and not a proprietary capacity.

The City of Jacksonville is required to verify, that company does not do business with Iran, Sudan, or any Foreign Terrorist Organization, pursuant to Texas Government Code, Chapter 2252, Section 2252.152, and Section 2252.153.

RFB Withdrawals and/or Amendments

RFB Withdrawal: The City reserves the right to withdraw this RFB for any reason.

RFB Amendments: The City reserves the right to amend any aspect of this RFB by formal written Addendum prior to the Bid submittal deadline and will endeavor to notify all potential Bidders that have notified the Public & Community Services Department of their intent to bid, but failure to notify shall impose no obligation or liability on the City.

Estimated Quantities

The City does not guarantee to purchase any minimum or maximum quantity but does contemplate purchasing exclusively during the term of the contract from the successful vendor(s).

Bid Submittal Requirements

Submittal Packet – How to submit: All bids must be submitted in person or by mail at the addresses in Section 2, above. No bids will be accepted electronically, either by fax or email. Bids submitted electronically will be marked non-responsive. Bids shall be sealed and marked clearly with the bid number, bid name, closing date and time, on the outside of the package or envelope. Unidentifiable bids will be unopened and marked as non-responsive.

Submittal Packet – Required Contents: All items in this bid are considered part of the bid package. **Submittals must include the package in its entirety; signed in the appropriate places by an authorized representative of the company with an original signature.** Bids not including all of the above will be considered non-responsive. A bid requires an Original signed document, copies, and a media source. Please mark the bids “Original” and “Copy” and label the media source (preferred media is a jump/thumb drive). Please submit the original and correct number of copies indicated on the title page, or bid will be marked “Non-responsive”. Offerors must submit their bids on the forms provided herein, otherwise, it will be marked non-responsive.

Submittal Deadline: The deadline for submittal of Bids shall be as identified on the title of the bid and on page 10 (ten) of Appendix A-Bid. It is the Offeror’s responsibility to have the Bid Documents correctly submitted by the submittal deadline. No extensions will be granted and no late bids will be accepted.

Bids Received Late: Bidders are encouraged to submit their bids as soon as possible. The time and date of receipt as recorded in the Public & Community Services Department shall be the official time of receipt. The City is not responsible for late submission regardless of the reason. Late Bids will not be considered under any circumstances.

Alterations or Withdrawals of Bid Document: Any submitted Bid may be withdrawn or a revised bid substituted prior to the submittal deadline. Bid Documents cannot be altered, amended or withdrawn by the Bidder after the submittal deadline.

Bid Document Format: All Bid Documents must be prepared in single-space type, on standard 8-1/2” x 11” vertically oriented pages, numbered at the bottom, with the exception of plans or drawings, those may be submitted landscape on 8-1/2” x 11” pages. The package must be in the order required in the Scope of Services. The submittal must be written in pen or typed, signatures must be signed in pen, and anything written in pencil will not be accepted. Mistakes can be crossed out and corrections inserted and initialed in ink by the individual signing the bid. The City only accepts bids that are hand delivered or by mail, to the addresses in Section 2 of the bid documents. No fax or email copies will be considered and will be marked “Non-responsive”.

Questions and Responses: Questions regarding bids must be addressed to the Public & Community Services Department at randall.chandler@Jacksonvilletx.org. The subject line must read “**RFB 2023-612-1 Lab Testing SWTP/WWTP**”. The question deadline will be addressed in Appendix J- Scope of Services. Responses will be answered after the question deadline in the form of an Addendum. No responses will be given to questions submitted after the deadline. Questions submitted outside of the Public & Community Services Department will not be answered and any communication with a User Department prior to award by City Council will disqualify a vendor from being considered forward.

Pre-Bid Conferences: The date and time of a pre-bid conference, if necessary, will be found in Appendix J-Scope of Services.

Validity Period: Once the submittal deadline has passed, any Bid Document shall constitute an irrevocable bid to provide the commodities and/or services set forth in the Scope of Services at the price(s) shown in the Bid Document. Such bid shall be irrevocable until the earlier of the expiration of ninety (90) days from the submittal deadline, or until a contract has been awarded by the City.

Bid Evaluation and Contract Award

Bid Evaluation and Contract Award Process: An award of a contract to provide the goods or services specified herein will be made using competitive sealed Bids, in accordance with Chapter 252 of the Texas Local Government Code and with the City's purchasing policy. Bid Documents will be opened publicly. The City will evaluate Bids using the best value method. During the evaluation process the City may initiate discussions with vendors. Discussions may not be initiated by offerors. **These discussions will be limited to issues and topics brought forth by the City. Any attempt by proposer or vendor at deviating from the issues and topics to discuss other issues and topics concerning the Proposal brought forth by the City of Jacksonville shall be grounds for disqualification.** Vendors shall not contact any City of Jacksonville personnel during the proposal process without the express permission from the City Public & Community Services Director.

All correspondence relating to this bid, from advertisement to award, shall be sent to the City of Jacksonville's Public & Community Services Department. All presentations and/or meetings between the City of Jacksonville and the vendor relating to this bid shall be coordinated by the City of Jacksonville Public & Community Services Department. A variety of factors may be used in the evaluation of the submitted Bids for this project. The anticipated evaluation factors and emphasis placed on each factor may be identified in the Scope of Services. City reserves the right to determine which Bid provides the City with the best value and which will be in the City's best interest. The City Council shall be sole judge in determining award. Per Texas Local Government Code §252.043(b):

- the purchase price;
- the reputation of the bidder's goods or services;
- the quality of the bidder's goods or services;
- the extent to which the goods or services meet the City's needs;
- the bidder's past relationship with the City;
- the impact on the ability of the City to comply with laws and rules relating to contracting with historically underutilized businesses (HUB) and non-profit organizations employing persons with disabilities;
- the total long-term cost to the City to acquire the bidder's goods or services; and
- any relevant criteria specifically listed in the Request for Bid or proposals.

Completeness: If the Bid Document is incomplete or otherwise fails to conform to the requirements of the RFB, the City alone will determine whether the variance is so

significant as to render the Bid non-responsive.

Ambiguity: Any ambiguity in the Bid Document as a result of omission, error, lack of clarity or non-compliance by the Bidder with specifications, instructions and all conditions shall be construed in the favor of the City. In the event of a conflict between these standard RFB requirements and details provided in Appendix J – Scope of Services or Appendix A – Bid, the Appendices shall prevail.

Unit Prices and Extensions: If unit prices and their extensions do not coincide, the City may accept the price most beneficial to the City, and the Bidder will be bound thereby.

Additional Information: City may request any other information necessary to determine Bidder's ability to meet the minimum standards required by this RFB.

Partial Contract Award: City reserves the right to award one contract for some or all the requirements proposed or award multiple contracts for various portions of the requirements to different Bidders based on the unit prices proposed in response to this request, or to reject any and all Bids and re-solicit for Bids, as deemed to be in the best interest of City.

No Commitment: The Request for Bid does not commit the City of Jacksonville to award any costs or pay any costs, or to award any contract, or to pay any costs associated with or incurred in the preparation of a (bid/proposal) to this request, or to procure or contract for services or supplies.

Protest Procedures: Any actual or prospective bidder/proposer who is allegedly involved with the solicitation or award of bid/proposal may submit a protest to the decision. The protest must be submitted in writing to the City of Jacksonville's Public & Community Services Director within three working days after such aggrieved person knows of, or should have known of the facts giving rise thereto. If the protest is not resolved by mutual agreement, the Public & Community Services Director will promptly issue a decision in writing to the protesting party.

All protest lodged by potential or actual bidders, contractors or proposers must be made in writing and contain the following information.

- Name, address, and telephone number of the protestor.
- Identification of the solicitation or contract number and time.
- A detailed statement of the protest's legal and factual grounds, including copies of relevant documents.
- Identification of the issue (s) to be resolved and statement of what relief is requested.
- Arguments and authorities in support of the protest.
- A statement that copies of the protest have been mailed or delivered to all interested parties in the Request for Bid or request for proposals process. In the

case of request for proposals, the City of Jacksonville Public & Community Services Director shall ask the protester to mail or deliver the protest to relevant parties.

The City of Jacksonville's City Manager has the authority to render the final determination regarding the protest. Any determination rendered by the City of Jacksonville's City Manager will be final.

Single Bid Response: If only one proposal or bid is received in response to the Request for Proposals/Bids, a detailed cost proposal may be requested of the single contractor. A cost/price analysis and evaluation and/or audit may be performed of the cost proposal in order to determine if the price is fair and reasonable.

Re-Appropriation of Budget Items: The City may reduce the funds allocated and the services required under this Agreement at its discretion. The City shall notify Contractor in writing of this reduction. Contractor shall not perform any services subtracted from this Agreement. The de-obligation of funds does not require any formal amendment of this Agreement but shall be evidenced by a revised budget approved by City Council.

Appropriation of Funds: The City of Jacksonville has established an appropriation (allocation) of funds for this project, if in the event that appropriated (allocated) funds are exhausted, the contractor's only remedy shall be suspension or termination of its performance under this contract and shall have no other remedy in law or in equity against the City and no right to damages of any kind.

Terminate for Cause: The occurrence of any one or more of the following events will justify termination of the contract by the City of Jacksonville for cause:

- The successful bidder fails to perform in accordance with the provisions of these specifications; or
- The successful bidder violates any of the provisions of these specifications; or
- The successful bidder disregards laws or regulations of any public body having jurisdiction; or
- The successful bidder transfers, assigns, or conveys any or all of its obligations or duties under the contract to another without written consent of the City.
- If one or more of the events identified occurs, the City of Jacksonville may, terminate the contract by giving the successful bidder seven (7) days written notice of such termination. In such case, the successful bidder shall only be entitled to receive payment for goods and services provided before the effective date of termination. The successful bidder shall not receive any payment on account of loss of anticipated profits or revenue or other economic loss resulting from such termination.
- When the contract has been so terminated by the City of Jacksonville, such termination shall not affect any rights or remedies of the City then existing or which may thereafter accrue.

Terminate for Convenience: This contract may be cancelled or terminated at any time by giving vendor thirty (30) days written notice. Vendor may be entitled to payment for services actually performed prior to termination; to the extent said services are satisfactory.

Declaration of Policy

It is the policy of the City of Jacksonville to stimulate growth of local minority and women-owned business enterprise (M/WBE) by encouraging their participation in all phases of its contract and procurement activity and by affording them the opportunity to compete for all City of Jacksonville contracts. The purpose and objectives of this article are to:

- Increase the capacity of local M/WBE's to provide products and services.
- Increase the opportunities for local M/WBE's to expand their business with the City and other public and private sector business entities.

Provided, however, nothing herein shall require the City to award contracts for services or procurements to a M/WBE which is not also the lowest responsive and responsible bidder and otherwise qualified unless the City may otherwise lawfully award the contract to someone other than the lowest responsive, responsible bidder.

APPENDIX A – BID DOCUMENT LABEL FORMAT FOR SUBMITTAL PACKET'S SEALED ENVELOPE

Submittal Checklist: (To determine validity of bid)

- ____ Appendix A (pages _9_ through _18_) must be included in the bid submittal.
 ____ Appendix B–G (pages _20_ through _26_) all forms must be complete and included in the bid submittal.
 ____ Appendix J (pages _28_ through _33_) must be included in the bid submittal.

All bids submitted to the City of Jacksonville shall include this page with the submitted Bid.			
RFB Number:	2023-612-01		
Project Title:	Laboratory Testing SWTP/WWTP		
Submittal Deadline:	To Be Determined @ 3:00 p.m. CST December 6, 2022		
Submit in person or by mail to: City of Jacksonville Public & Community Services Dept., 1220 S Bolton St, Jacksonville, Texas 75766			
<u>Bidder Information:</u>			
Bidder's Legal Name:	Ana-Lab Corporation		
Address:	2600 Dudley Rd		
City, State & Zip	Kilgore, TX 75663		
Federal Employers Identification Number #	75-1255643		
Phone Number:	903.984.0551	Fax Number:	903.984.5914
E-Mail Address:	projectmanager@ana-lab.com		
<u>Bidder Authorization</u>			
I, the undersigned, have the authority to execute this Bid in its entirety as submitted and enter into a contract on behalf of the Bidder.			
Printed Name and Position of Authorized Representative: <u>Bill Peery, VP</u>			
Signature of Authorized Representative: <u>[Signature]</u>			
Signed this <u>5</u> (day) of <u>December</u> (month), <u>2022</u> (year)			

I learned of this Request for Bid by the following means:

- | | |
|--|--|
| ☐ Newspaper Advertisement | ☒ City E-mail Notification |
| ☐ Jacksonville Website | ☐ Cold Call to City |
| ☐ Mailed Me a Copy | ☐ Other |

REQUIRED BID INFORMATION

IN ORDER FOR A BID TO BE CONSIDERED COMPLETE, AND TO BE EVALUATED FOR A CONTRACT AWARD BY THE CITY, BIDDER MUST SUBMIT ALL OF THE FOLLOWING INFORMATION

Proposed Products and/or Services

Product or Service Description: Bidders should utilize this section to describe the technical aspects, capabilities, features and options of the service or product and/or service proposed in accordance with the required Scope of Services as identified in Appendix J. Promotional literature, brochures, or other technical information may be used.

Additional Hardware Descriptions: Bidders should also include in this section a detailed description of what additional hardware and/or software, if any, would be required by the City in order to fully utilize the goods and/or services proposed.

Material Safety Data Sheets (MSDS): If applicable, the successful Bidder shall provide the City with applicable MSDS documentation as required by applicable laws and regulations.

Guarantees and Warranties: Each Bidder shall submit a complete copy of any warranties or guarantees provided by the manufacturer or Bidder with the Bid submitted.

Project Schedule/Delivery Date: Bidder must provide a project schedule noting all projected completion dates for segments of the Project, from start-up to completion, and all delivery dates for goods covered by the RFB. The Bid Document must show the number of days required to deliver and install the product or equipment after the receipt of the City's Purchase Order.

Cost of Proposed Products and/or Services

Pricing: Pricing shall reflect the full Scope of Services defined herein, inclusive of all associated cost for delivery, labor, insurance, taxes, overhead, and profit.

Schedule of Pricing: Bidder shall quote unit pricing in accordance with the itemized listing of products or contract segments stated in the Scope of Services and using the following format:

Item #	Quantity	Description of Products/Services	Unit Cost	Extended Price
			\$	\$
			\$	\$
			\$	\$
		TOTAL ALL LINE ITEMS	\$	\$

Bidder's Experience / Staff

Project Team: Identify all members of the Bidder's team (including both team members and management) who will be providing any services proposed and include information which details their experience.

Removal or Replacement of Staff: If an assigned staff person must be removed or replaced for any reason, the replacement person must be approved by City prior to joining the project.

Business Establishment: State the number of years the Bidder's business has been established and operating. If Bidder's business has changed names or if the principals operating the business operate any similar businesses under different names, or have operated any other businesses or changed the legal status or form of the business within the last five (5) years, all names, of predecessor business names, affiliated entities, and previous business entities operated by the principals, if different than present, must be provided;

State the number of years' experience the business has: 57; and the number of employees: 106.

Project Related Experience: All Bids must include detailed information that details the Bidder's experience and expertise in providing the requested services that demonstrates the Bidder's ability to logically plan and complete the requested project.

References

Bidder shall provide three (3) references where Bidder has performed similar to or the same types of services as described herein. Bidder shall provide references not affiliated with the City of Jacksonville, or any of its employees.

Reference #1:

Client / Company Name: City of Abilene	
Contact Name: Larry Bailey	Contact Title: Industrial Waste Manager
Phone: 325/676-6042	Email: larry.bailey@abilenetx.gov
Date and Scope of Services Provided: Date: 2005- present. Services: Sludge TCLP analysis, drinking water analysis including disinfectant byproducts (HAA5, trihalomethanes), herbicides, pesticides, volatile and semivolatile compounds, and heavy metals (including low level mercury by 245.7)	

Reference #2:

Client / Company Name: Texas Eastman Division	
Contact Name: Paula West	Contact Title: Environmental Services Manager
Phone: 903/237-6413	Email: pwest@eastman.com
Date and Scope of Services Provided: Date: 2001-present. Services: Industrial discharge monitoring sample analysis including testing for heavy metals, BOD, TSS, bacteria, oil and grease, toxicity, semivolatile compounds, and total petroleum hydrocarbons. Additional soil analysis as needed for volatile and semivolatile compounds	

Reference #3:

Client / Company Name: City of Longview	
Contact Name: Selina Tabor	Contact Title: Utility Plant Manager
Phone: 903/237-1000	Email: STabor@LongviewTexas.gov
Date and Scope of Services Provided: Date: 2001-present. Services: drinking water and wastewater metals analysis, microbacterial testing including e Coli and coliform counts, volatile and semivolatile organic compound testing, total TCLP analysis	

Trade Secrets and/or Confidential Information

Trade Secrets and/or Confidential Information: This bid (does) (does not) contain trade secrets and/or confidential information. If applicable, describe such trade secrets and confidential information, and the basis for your assertion that such material qualifies for legal protection from disclosure.

Federal, State and/or Local Identification Information

Centralized Master Bidders List registration number: _____.

Prime contractor HUB/MWBE registration number: N/A.

An individual Bidder acting as a sole proprietor must also enter the Bidder's Social Security Number: # - - .

Cooperative Governmental Purchasing Notice

Other governmental entities maintaining interlocal agreements with the City, may desire, but are not obligated, to purchase goods and services defined in this RFB from the successful Bidder. All purchases by governmental entities, other than the City, will be billed directly to and paid by that governmental entity. The City will not be responsible for another governmental entity's debts. Each governmental entity will place their own orders with the successful Bidder and be responsible for ensuring full compliance with the RFB specifications. Prior to other governmental entities placing orders, the City will notify the successful Bidder of their intent.

Please indicate below if you will permit other governmental entities to purchase from your agreement with the City.

☒ **Yes, Others can purchase**
purchase.

☐ **No, Only the City can**

Term of Contract and Option to Extend

Any contract resulting from this RFB shall be effective for twelve (12) months upon execution by the City of Jacksonville. The City anticipates that contract shall be renewed pursuant to the availability of funds and at the discretion of the City. The following clauses shall be included in the contract:

Option Clause: It is agreed that City will have the option to extend the contract for up to four (4) additional years, in one-year intervals. To exercise this option, the City shall serve notice 30 days prior to contract termination or to the end of any extension. The Option to Extend will not be considered if funding is unavailable or if the contractor's past performance is not within the industry standard.

Escalation Clause: Should market conditions prevail which dictate an increase, the successful contractor may submit documentation requesting permission to increase pricing no later than 30 days after receiving notice from the City of its intent to extend the agreement. Escalation may only occur at the time of renewal and only upon securing the approval of the City in writing. Requests for price adjustments must be solely for the purpose of accommodating an increase in the contractor's cost, not profits.

Vendors shall show in this quote their anticipated percent of escalation if/when the option to extend is exercised. The percent quoted will be a maximum. In addition, the percentage proposed will be a factor in determining the best value to the City. It is the average price over the period of the contract that will be the price factor considered in the evaluation of this quote. Quotes in which negative or no escalation is shown will be considered as 0% escalation.

Price Increases Upon Extension: If approved by the City, the Contractor shall modify the rates charged by the Contractor to reflect any changes shown in the comparative statement delivered to the City. The maximum increase allowed under this provision shall be two percent (2%) per year. The City shall have authority, in its reasonable discretion, to determine the validity of any change in Contractor's rates. City cannot exercise the Option to Extend with any price increases unless the Vendor completes the section of the Quote requesting anticipated percentage of annual escalation. The escalation time frame will be determined by the City's Fiscal Year which begins in October and ends the following September. (example: FY 2023 October 1, 2022 – September 30, 2023)

FIRST ADDITIONAL YEAR (FY 2024) ESCALATION% 0

SECOND ADDITIONAL YEAR (FY 2025) ESCALATION.....% 0

THIRD ADDITIONAL YEAR (FY 2026) ESCALATION% 0

FOURTH ADDITIONAL YEAR (FY 2027) ESCALATION% 0

Emergency Business Services Contact Notice

During a natural disaster, or homeland security event, there may be a need for the City of Jacksonville to access your business for products or services after normal business hours and/or holidays. The City may request City employee pick up or vendor delivery of product or services.

For this purpose, a primary and secondary emergency contact name and phone number are required. It is critical the vendor's emergency contact information remains current. City shall be contacted by E-mail with any change to a contact name or phone number of these emergency contacts. Updates may be emailed to **randall.chandler@jacksonvilletx.org**.

All products or services requested during an emergency event are to be supplied as per the established contract prices, terms and conditions. The vendor shall provide the fee (pricing) for an after-hours emergency opening of the business, if any. In general, orders less than \$3,000 will be placed using a City of Jacksonville procurement card (Master Card) or for purchases exceeding \$3,000 a City issued Purchase Order. The billing is to include the emergency opening fee, if applicable.

The contractor shall provide the names, phone numbers and fee (pricing), if any, for an after-hours emergency opening of the business listed below.

Ana-Lab Corporation

Business Name: _____

Contract#: _____

Description: _____

Primary Contact (Name): _____

Primary Contact Phone Numbers: Home: 903.984.0551 Cell: _____

Secondary Contact (Name): _____

Secondary Contact Phone Numbers: Home: 903.984.0551 Cell: _____

After Hours emergency opening fee, if applicable: \$ _____

CONTRACT TERMS AND CONDITIONS

EXCEPT WHERE BIDDER MAKES SPECIFIC EXCEPTION IN THE SUBMITTED BID, ANY CONTRACT RESULTING FROM THIS RFB WILL CONTAIN THE FOLLOWING TERMS AND CONDITIONS, WHICH BIDDER HEREBY ACKNOWLEDGES, AND TO WHICH BIDDER AGREES BY SUBMITTING A BID:

Delivery of Products and/or Services

Payment Terms: Unless otherwise specified in the Scope of Services or otherwise agreed to in writing by the City, payment terms for the City are Net 30 days upon receipt of invoice. Refer to Texas Local Government Code 2251, Payment for Goods and Services. Otherwise known as the Prompt Payment Act. Send all invoices to City of Jacksonville Attention: Accounts Payable, PO Box 1390, Jacksonville, Texas 75766 or email to finance@jacksonvilletx.org See Appendix I for ACH Payment Information, if you elect to receive your payments according to Appendix I, fill out the form and return with your documents. The City's preferred method of payment is by Master Card. Please advise in your response if Master Card is accepted and if so if there are any credit card processing fees associated with card payment.

Warranty of Products and Services: All products furnished under this contract shall be warranted to be merchantable and good quality and fit for the purposes intended as described in this Bid, to the satisfaction of City and in accordance with the specifications, terms, and conditions of the Scope of Services, and all services performed shall be warranted to be of a good and workmanlike quality, in addition to, and not in lieu of, any other express written warranties provided.

Late Delivery or Performance: If Bidder fails to deliver acceptable goods or services within the timeframes established in the Project Schedule, the City shall be authorized to purchase the goods or services from another source and assess any increase in costs to the defaulting Bidder, who agrees to pay such costs within ten days of invoice.

FOB (delivery charges): All products offered shall be FOB final destination, with all delivery charges to be prepaid by the Bidder. The City does not accept C.O.D. or collect shipments.

The contract price shall include all charges, including delivery, installation and set-up fees. All packing, crating, or other debris resulting from the delivery or set-up of the commodity purchased shall be removed and properly disposed by the successful Bidder at no additional cost to the City.

Excess or Incorrect Commodities: Products or materials delivered in error or in excess of the quantity ordered shall be returned at the successful Bidder's expense, unless otherwise agreed to in writing by the City.

Title to Goods and Risk of Loss: For goods to be provided by Bidders hereunder, if any, the title and risk of loss of the goods shall not pass to City until City actually receives, takes possession, and accepts the goods and the installation of such goods, has tested the system, and determined that it is in good and acceptable working order.

Force Majeure: If by reason of Force Majeure either party shall be rendered unable, wholly or in part, to carry out its responsibilities under this contract by any occurrence by reason of Force Majeure, then the party unable to carry out its responsibility shall give the other party notice and full particulars of such Force Majeure in writing within a reasonable time after the occurrence of the event, and such notice shall suspend the party's responsibility for the continuance of the Forced Majeure claimed, but for no longer period. Force Majeure means acts of God, floods, hurricanes, tropical storms, tornadoes, earthquakes, or other natural disasters, acts of public enemy, acts of terrorism, sovereign conduct, riots, civil commotion, strikes or lockouts, and other causes that are not occasioned by either Party's conduct which by the exercise of due diligence the party is unable to overcome and which substantially interferes with operations.

Liquidated Damages: The parties agree that, if the Project is not completed within the time specified plus any extensions of time allowed pursuant thereto, the actual damages sustained by the Owner because of any such delay will be uncertain and difficult of ascertainment, and that the reasonably foreseeable value of the use of said project by the Owner would be the sum of \$250.00 per calendar day. The Contractor therefore agrees to pay, and the Owner agrees to accept, as liquidated damages and not as a penalty, the sum of \$250.00 per calendar pay for each day's delay in fully completing said project beyond the time specified in the Contract and any extensions of such time allowed there under.

Change Orders: per Texas Local Government Code

Sec. 252.048. CHANGE ORDERS. (a) If changes in plans or specifications are necessary after the performance of the contract is begun or if it is necessary to decrease or increase the quantity of work to be performed or of materials, equipment, or supplies to be furnished, the governing body of the municipality may approve change orders making the changes.

(b) The total contract price may not be increased because of the changes unless additional money for increased costs is appropriated for that purpose from available funds or is provided for by the authorization of the issuance of time warrants.

(c) If a change order involves a decrease or an increase of \$50,000 or less, the governing body may grant general authority to an administrative official of the municipality to approve the change orders.

(c-1) If a change order for a public works contract in a municipality with a population of

300,000 or more involves a decrease or an increase of \$100,000 or less, or a lesser amount as provided by ordinance, the governing body of the municipality may grant general authority to an administrative official of the municipality to approve the change order.

(d) The original contract price may not be increased under this section by more than 25 percent. The original contract price may not be decreased under this section by more than 25 percent without the consent of the contractor.

Miscellaneous

Independent Contractor: Bidder agrees that Bidder and Bidder's employees and agents have no employer-employee relationship with City. Bidder agrees that if Bidder is selected and awarded a contract, City shall not be responsible for the Federal Insurance Contribution Act (FICA) payments, Federal or State unemployment taxes, income tax withholding, Workers Compensation Insurance payments, or any other insurance payments, nor will City furnish any medical or retirement benefits or any paid vacation or sick leave.

Assignments: The rights and duties awarded the successful Bidder shall not be assigned to another without the written consent of the Public & Community Services Director. Such consent shall not relieve the assigner of liability in the event of default by the assignee.

Liens: Bidder shall indemnify and save harmless the City against any and all liens and encumbrances for all labor, goods, and services which may be provided to the City by Bidder or Bidder's vendor(s), and if the City requests, a proper release of all liens or satisfactory evidence of freedom from liens shall be delivered to the City.

Gratuities / Bribes: Bidder certifies that no bribes in the form of entertainment, gifts, or otherwise, were offered or given by the successful Bidder, or its agent or representative, to any City officer, employee or elected representative, with respect to this RFB or any contract with the City, and that if any such bribe is found to have been made this shall be grounds for voiding of the contract.

Financial Participation: Bidder certifies that it has not received compensation from the City to participate in preparing the specifications or RFB on which the Bid is based and acknowledges that this contract may be terminated and/or payment withheld if this certification is inaccurate.

Required Licenses: Bidder certifies that he holds all licenses required by the State of Texas for a provider of the goods and/or services described by the Scope of Services herein.

Authority to Submit Bid and Enter Contract: The person signing on behalf of Bidder certifies that the signer has authority to submit the Bid on behalf of the Bidder and to bind the Bidder to any resulting contract.

Authority to Enter Contract – City: The City Manager is the only person authorized to execute contracts on behalf of the City. All signature pages must include "approved as to form" and be signed by the City Attorney before the City Manager will execute the contract. Neither department heads nor elected officials are authorized to sign any binding contracts or agreements prior to being properly placed on the City Councils agenda and approved in an open meeting. Department heads and other elected officials are not authorized to enter into any type of agreement or contract on behalf of the City of Jacksonville. Only the City Manager may enter into a contract on behalf of the City of Jacksonville as authorized by City Council and the City Charter. Additionally, department heads and other elected officials are not authorized to agree to any type of supplemental

agreements or contracts for goods or services. Supplemental agreements are subject to review by the City Attorney prior to being signed by the City Manager, (City's authorized representative).

Compliance with Applicable Law: Bidder agrees that the contract will be subject to, and Bidder will strictly comply with, all applicable federal, state, and local laws, ordinances, rules, and regulations.

Non-Discrimination: During the performance of this contract, the contractor agrees as follows: (1) The contractor will not discriminate against any employee or applicant for employment because of race, age, disability, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants and employees are not discriminated against on the basis of race, age, disability, color, religion, sex or national origin. In the event the contractor violates this non-discrimination clause, such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause. (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, age, disability, color, religion, sex or national origin.

Financial Responsibility Provisions

Insurance: The Bidder, consistent with its status as an independent contractor, shall carry, and shall require any of its subcontractors to carry, at least the following insurance in such form, with such companies, and in such amounts (unless otherwise specified in the Scope of Services, Appendix J) as City may require, naming the City of Jacksonville as the additional insured:

- Worker's Compensation and Employer's Liability insurance, including All States Endorsement, to the extent required by federal law and complying with the laws of the State of Texas;
- Commercial General Liability insurance for at least One Million Dollars (\$1,000,000) on a per occurrence basis, with a Two Million (\$2,000,000) aggregate. Blanket Contractual Liability, Broad Form Property Damage, Personal Injury, Completed Operations/Products Liability, Premises Liability, Medical Payments, and Broad Form General Liability Endorsements;
- Comprehensive Automobile Liability insurance covering all owned, non-owned or hired automobiles to be used by the Contractor, with coverage at the minimum State of Texas requirements;
- Professional Liability, Errors and Omissions in an amount to be determined in the Scope of Services.

Insurance coverage shall be on an "occurrence basis"

Indemnification: In Accordance with State Law, the contractor agrees to indemnify,

save, and hold harmless the City of Jacksonville, Texas, its employees, officials, and agents from any and all claims, actions, damages, lawsuits, proceedings, judgments, or liabilities, for personal injury, death, or property damage resulting from the acts or omissions of anyone under the contractor's supervision or control.

In the event of any cause of action or claim asserted by a party to this agreement or any third party, the City will provide the contractor with timely notice of such claim, dispute or notice. Thereafter, the contractor shall at its own expense, faithfully and completely defend and protect the City against any and all liabilities arising from this claim, cause of action, or notice.

- Indemnity for Intellectual Property: Bidder hereby warrants that the use or sale of the products, materials and services delivered hereunder will not infringe on the rights of any trade secrets, patent, copyright, registered trademark, or other intellectual property by right covering such materials and the successful Bidder agrees to indemnify and hold harmless the City for any and all costs, expenses, judgments, and damages which the City may have to pay or incur.

Bond Requirements: If applicable, per the Scope of Services, prior to the commencement of work on this Project, Bidder shall deliver to the City the following bonds issued by a good and sufficient surety licensed by the State of Texas and satisfactory to the City:

- Bid bonds are required for bids over \$25,000.00 in the amount of 5% of the total bid amount.
- A payment bond in the amount of 100% of the total contract amount insuring the full and prompt payment of all persons performing labor and/or furnishing materials in connection with this Project;
- A performance bond in the amount of 100% of the total contract amount insuring full, faithful, and prompt performance of the responsibilities contained in this contract within the time parameters provided herein; and
- A maintenance bond insuring full and prompt maintenance, repair and/or replacement of the goods to be provided by Bidder for a period of two years from date of acceptance by the City.

APPENDIX B – FORM CIQ

INFORMATION REGARDING VENDOR CONFLICT OF INTEREST QUESTIONNAIRE

WHO: The following persons must file a Conflict-of-Interest Questionnaire with the City if the person has an employment or business relationship with an officer of the City that results in taxable income exceeding \$2,500 during the preceding twelve – month period, or an officer or a member of the officer's family has accepted gifts with an aggregate value of more than \$250 during the previous twelve – month period and the person engages

in any of the following actions:

1. contracts or seeks to contract for the sale or purchase of property, goods or services with the City, including any of the following:
 - a. written and implied contracts, utility purchases, purchase orders, credit card purchases and any purchase of goods and services by the City;
 - b. contracts for the purchase or sale of real property, personal property including an auction of property;
 - c. tax abatement and economic development agreements;
2. submits a bid to sell goods or services, or responds to a request for proposal for services;
3. enters into negotiations with the City for a contract; or
4. applies for a tax abatement and/or economic development incentive that will result in a contract with the City

THE FOLLOWING ARE CONSIDERED OFFICERS OF THE CITY:

1. Mayor and City Council Members;
2. City Manager;
3. Board and Commission members and appointed members by the Mayor and City Council;
4. Directors of 4A and 4B development corporations;
5. The executive directors or managers of 4A and 4B development corporations; and
6. Directors of the City of Jacksonville who have authority to sign contracts on behalf of the City.

EXCLUSIONS: A questionnaire statement need not be filed if the money paid to a local government official was a political contribution, a gift to a member of the officer's family from a family member; a contract or purchase of less than \$2,500 or a transaction at a price and subject to terms available to the public; a payment for food, lodging, transportation or entertainment; or a transaction subject to rate or fee regulation by a governmental entity or agency.

WHAT: A person or business that contracts with the City or who seeks to contract with the City must file a "Conflict of Interest Questionnaire" (FORM CIQ) which is available online at www.ethics.state.tx.us and a copy of which is attached to this guideline. The form contains mandatory disclosures regarding "employment or business relationships" with a municipal officer. Officials may be asked to clarify or interpret various portions of the questionnaire.

WHEN: The person or business must file:

1. the questionnaire – no later than seven days after the date the person or business begins contract discussions or negotiations with the municipality, or submits an application, responds to a request for proposals or bids, correspondence, or other writing related to a potential contract or agreement with the City; and
2. an updated questionnaire – within seven days after the date of an event that would make a filed questionnaire incomplete or inaccurate.

It does not matter if the submittal of a bid or proposal results in a contract. The statute requires a vendor to file a FORM CIQ at the time a proposal is submitted or negotiations commence.

WHERE: The vendor or potential vendor must mail or deliver a completed questionnaire to the Finance Department. ***The Finance Department is required by law to post the statements on the City's website.***

ENFORCEMENT: Failure to file a questionnaire is a Class C misdemeanor punishable by a fine not to exceed \$500. It is an exception to prosecution that the person files a FORM CIQ not later than seven business days after the person received notice of a violation.

NOTE: The City does not have a duty to ensure that a person files a Conflict-of-Interest Questionnaire.

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor or other person doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

**OFFICE
USE
ONLY**Date
Received

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

1. Name of person who has a business relationship with local governmental entity.

Ana-Lab Corporations

☐ **2. Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3. Name of local government officer with whom filer has employment or business relationship.

Name of Officer

N/A

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

- A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?
Yes ☐ No ☒
- B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?
Yes ☒ No ☐
- C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?
Yes ☒ No ☐
- D. Describe each employment or business relationship with the local government officer named in this section.

4. B. J. Offley
Signature of person doing business with the governmental entity

12/5/2022
Date

Adopted 06-29-2007

**THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF THE BID PACKAGE AS
AFOREMENTIONED IN THE RFB.**

APPENDIX C - HOUSE BILL 89 VERIFICATION

I, Bill Perry (Person name), the undersigned representative of (Company or Business Name) AWA-LAB CORP. (hereinafter referred to as Company) being an adult over the age of eighteen (18) years of age, after being duly sworn by the undersigned notary, do hereby depose and verify under oath that the company named above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:

- a. Does not boycott Israel currently; and
- b. Will not boycott Israel during the term of the contract the above-named Company, business or individual with the City of Jacksonville, Texas.

Pursuant to Section 2270.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and
2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

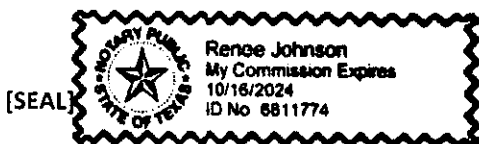
12-5-2022
DATE

Bill Perry
SIGNATURE OF COMPANY REPRESENTATIVE

STATE OF Texas §
COUNTY OF Brewer §

On this day, BEFORE ME, the undersigned, personally appeared Bill Perry, the representative of Company, and personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual executed the instrument for purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 5th day of December, 2018 2022



Renee Johnson
NOTARY PUBLIC in and for the
State of Texas

THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF THE BID PACKAGE AS
AFOREMENTIONED IN THE RFB

APPENDIX D – PROPERTY TAX STATEMENT

FAILURE TO COMPLETE THIS ATTACHMENT SHALL RESULT IN THE PUBLIC & COMMUNITY SERVICES DIRECTOR
DEEMING YOUR BID OR PROPOSAL
“NON-RESPONSIVE.”

The City of Jacksonville will not do business with any person or business that owes delinquent property taxes to the City.

Please indicate whether you or your company owe delinquent property taxes to the City whether an assumed name, partnership, corporation, or any other legal form.

☒ I do not owe the City property taxes that are delinquent.

☐ I owe City property taxes that are delinquent on property located at

Bill Peery

Bidder's Printed or Typed Name

Bill Peery

Bidder's Signature

12/5/2022

Date

THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF THE BID PACKAGE AS
AFOREMENTIONED IN THE RFB

APPENDIX E – NEPOTISM STATEMENT

FAILURE TO COMPLETE THIS ATTACHMENT SHALL RESULT IN THE PUBLIC & COMMUNITY SERVICES DIRECTOR
DEEMING YOUR BID OR PROPOSAL
"NON-RESPONSIVE."

The Bidder or Proposer or any officer, if the Bidder or Proposer is other than an individual, shall state whether Bidder or Proposer has a relationship, either by blood or marriage, with any official or employee of the City of Jacksonville by completing the following:

If the Bidder or Proposer is an individual:

____ I am not related by blood or marriage to any official or employee of the
City of Jacksonville

____ I am related by blood or marriage to the following official(s) or employee(s)
of the City of Jacksonville

Name and title of City Official

Or employee: _____

Relationship: _____

If the Bidder or Proposer is **NOT** an individual:

X The officers of the company submitting this bid or proposal are not related by
blood or marriage to any official or employee of the City of Jacksonville.

____ The officers of the company submitting this bid are related by blood or marriage to the
following official(s) or employee(s) of the City of Jacksonville.

Name and title of officer: Bob Reay, VP Ops

Employee and title of City Official or Employee: N/A

Relationship: NA

**THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF THE BID PACKAGE AS
AFOREMENTIONED IN THE RFB**

APPENDIX F – NON-COLLUSION STATEMENT

THE UNDERSIGNED AFFIRM THAT THEY ARE DULY AUTHORIZED TO EXECUTE THIS CONTRACT, THAT THIS COMPANY, FIRM, PARTNERSHIP OR INDIVIDUAL HAS NOT PREPARED THIS BID IN COLLUSION WITH ANY OTHER BIDDER, AND THAT THE CONTENTS OF THIS BID AS TO PRICES, TERMS OR CONDITIONS OF SAID BID HAVE NOT BEEN COMMUNICATED BY THE UNDERSIGNED NOR BY ANY EMPLOYEE OR AGENT TO ANY OTHER PERSON ENGAGED IN THIS TYPE OF BUSINESS PRIOR TO THE OFFICIAL OPENING OF THIS BID.

VENDOR Ana-Lab Corporation

ADDRESS 2600 Dudley Rd

Kilgore TX 75663

PHONE 903.984.0551

FAX 903.984.5914

BIDDER (SIGNATURE) _____

BIDDER (PRINTED NAME) _____

POSITION WITH COMPANY _____

SIGNATURE OF COMPANY OFFICIAL AUTHORIZING THIS BID Bill Reery

COMPANY OFFICIAL (PRINTED NAME) Bill Reery

OFFICIAL POSITION VP

THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF THE BID PACKAGE AS AFOREMENTIONED IN THE RFB

APPENDIX G - DOCUMENT 00435

THE CITY OF JACKSONVILLE, TEXAS

DOCUMENT 00435, REQUIRED BY ALL BIDDERS WHO WILL RECEIVE FEDERAL FUNDS IN PAYMENT OF PROCUREMENT.

BIDDER'S CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION (49 CFR PART 29)

The undersigned certifies, by submission of this proposal or acceptance of this contract, that neither Contractor nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. Bidder agrees that by submitting this proposal that Bidder will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the Bidder or any lower tier participant is unable to certify to this statement, that participant shall attach an explanation to this document.

Certification-the above information is true and complete to the best of my knowledge and belief.

Bill Peery
(Printed or typed Name of Signatory)

Bill Peery
(Signature)

12/5/2022
(Date)

NOTE: The penalty for making false statements in offers is prescribed in **18 U.S.C. 1001**

END OF DOCUMENT 00435-FAA

THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF THE BID PACKAGE AS AFOREMENTIONED IN THE RFB

APPENDIX H – NO INTENT TO SUBMIT FORM

If your firm has chosen not to submit a bid for this procurement, please complete this form and submit to:

City of Jacksonville
Public & Community Services Department
1220 S Bolton St
Jacksonville, Texas 75766

N/A

Please check all items that apply:

- | | |
|---|---|
| ☐ Do not sell the item(s) required | ☐ Cannot provide Insurance required |
| ☐ Cannot be competitive | ☐ Cannot provide Bonding required |
| ☐ Cannot meet specifications highlighted in the attached request | ☐ Cannot comply with Indemnification requirement |
| ☐ Job too large | ☐ Job too small |
| ☐ Do not wish to do business with the City of Jacksonville | ☐ Other: _____ |
| ☐ Cannot submit electronically | |

COMPANY NAME (Please print): _____

Authorized Officer Name (Please print): _____

Telephone: (____) _____

Fax: (____) _____

You may also email this form to: randall.chandler@jacksonvilletx.org.

APPENDIX I – ACH FORM **OPTIONAL**

The City of Jacksonville would like to thank you for the services you and your company have provided for us in the past, present, and in the future. For those services provided you have more than likely received payments via a paper check in the mail. As we all know, that process is slow, inefficient, and costly for us and for you as the recipient.

Mail can be delayed, lost, or even stolen causing payments to be late and we may then face penalties and late fees. The City of Jacksonville would like to streamline our payment process with electronic payments. These payments will be transferred electronically from our financial institute to your financial institute. The process will get your payments to you in a quicker, more reliable, and more efficient manner.

If you would like to sign up to start receiving all of your payments via ACH / Wire Transfers, please fill out the authorization forms and return to the City of Jacksonville Finance Department.

Please email to:

finance@jacksonvilletx.org

Or mail to:

City of Jacksonville
Finance Department
P.O. Box 1390
Jacksonville, TX 75766

If you have any questions or concerns, please do not hesitate to call Accounts Payable at 903-339-3319. Please put the Purchase Order Number on your invoices to ensure prompt payment. Again, we appreciate you and the services your business provides for the City of Jacksonville.

Sincerely,

Finance Department



P. O. Box 3275 - KILGORE, TEXAS 75663-9000 - 903/984-0551- FAX 903/984-5914

SHIPPING ADDRESS: 2600 DUDLEY ROAD - KILGORE, TEXAS 75662

www.ana-lab.com EMAIL corp@ana-lab.com

December 5, 2022

To Whom It May Concern:

Effective immediately, Ana-Lab Corporation's chosen bank will be Austin Bank.

Routing and account numbers have changed and can be found below. Please utilize these new numbers for all future electronic payments. The prior account will be closed within 30 days. If you send payment to the wrong account it will be returned by the financial institution and not credited to your account. Per Ana-Lab policy, analysis reports are held for delinquent accounts, so we ask your prompt attention to this change.

Austin Bank	Routing #	113103276
200 E Commerce	Account #	3809006443
Jacksonville, TX 75766	Account Name	Ana-Lab Corp EFT
903-295-4400		

Please remember to include remittance information citing invoice number with your payment as an addendum to the transfer (CTX/CCD+/etc.) You may also send a copy of remittance information to ar@ana-lab.com.

If you have any questions please contact us at ar@ana-lab.com or 903-984-0551.

Thank you,

Cristian Farias
Corp Accountant



City of Jacksonville

ACH Payment Agreement Form

Authorization Agreement

I hereby authorize the City of Jacksonville to initiate ACH deposits to my account at the financial institution named below.

Further, I agree not to hold the City of Jacksonville responsible for any delay or loss of funds due to incorrect or incomplete information supplied by me or by my financial institution or due to an error on the part of my financial institution in depositing funds to my account.

This agreement will remain in effect until the City of Jacksonville receives a written notice of cancellation from me or my financial institution, or until I submit a new ACH Payment form to the City of Jacksonville Finance Department. You may keep this form to submit with your first invoice.

Account Information

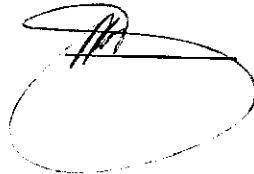
Name of Financial Institution: _____
Financial Institute Address: _____
Routing Number: _____
Account Number: _____
SWIFT Code: (if applicable) _____

Signature

Company Name:

Ana-Lab Corp

Authorized Signature:



Date: 12/5/2022

APPENDIX J – SCOPE OF SERVICES

1. **Project Title: RFB# 2023-612-1 Laboratory Testing Wastewater Treatment Plants.**
2. **Scope of Services Contact**
Questions about the technical nature of the Scope of Services will be directed to the **Public & Community Services Department**, Phone. 903-589-3510, e-mail: randall.chandler@jacksonvilletx.org.

3. **Special Conditions**
No bid bond is required with this solicitation.

4. **Bid Evaluation Factors–**

Factor
Price
Vendor Past Performance
Location of the Vendor
Meets Specifications

5. **Brand Manufacture Reference**
The City has determined that any manufacturer's brand defined in the Scope of Services meets the City's product and support need. The manufacturer's reference is not intended to be restrictive, and is only descriptive of the type and quality the City desires to purchase. Quotes for similar manufactured products of like quality will be considered if the Bid is fully noted with the manufacturer's brand name and model. The City reserves the right to determine products and support of equal value, and whether other brands or models meet the City's product and support needs.

6. **Key Events Schedule**

Bid Release Date	November 19, 2022
Deadline for Submittal of Written Questions	December 2, 2022
Sealed Bids Due to and Opened by City	December 6, 2022
Anticipated Committee Evaluation Review Date	December 8, 2022
Anticipated Award Date	December 13, 2022

7. Scope of Services

INTRODUCTION:

The City of Jacksonville is accepting sealed bids for a one (1) year agreement for water and wastewater service to include lab testing as required by the TCEQ (Texas Commission on Environmental Quality). The service provider who is selected must be approved by the TCEQ to perform the specific types of analysis.

The testing of samples must be performed as specified in the Code of Federal Regulations 40 CFR, Part 261, Appendix II (Toxicity Characteristic Leaching Procedures) or a method that is approved by the TCEQ, and is in accordance with the current standard methods and wastewater edition.

SCOPE OF SERVICES:

The water samples shall be picked up twice per month at the Surface Water Treatment Plant located at 1510 Kickapoo ST Jacksonville, TX 75766. The Waste Water Treatment Plant samples shall be picked up weekly at 232 CR 1411, Jacksonville TX 75766. The City may also deliver to the selected laboratory if the need arises for special occasions, i.e., special testing such as overflows or main brakes or twice a year for pretreatment testing.

In the event additional samples are added to the discharge permits during the contract term, these samples shall be bid out to certified labs and the contractor shall accept the lowest bid for the new TCEQ specified samples, or the City reserves the right to re-bid the contract or award to the next lowest bidder.

The contractor shall supply the City of Jacksonville with Chain of Custody Sheets, and sample container bottles.

The contractor must supply the City with the pre-labeled Priority Pollutant, and TCLP Sample bottles. These will be supplied in May for June samples and in October for November samples.

In addition, two copies of the sample results will be required for the Priority Pollutants at the Main Wastewater Treatment Plant.

SAMPLES TO BE COLLECTED:

The following lab analysis are required:

- Carbonaceous Five (5) Day Biological Oxygen Demand (SM 5210 B, Method ID 20027401)
- Total Suspended Solids (SM 2540 D, Method ID 20004802)
- Toxicity Characteristic Leaching Procedures (TCLP, EPA Table III)
- Ammonia as Nitrogen (SM 4500-NH3 D, Method ID 20108809)
- Enterococci (CFU or MPN/1—ml, Method ID 60030208)
- Priority Pollutant Scan
- Ortho-Phosphate (SMK 4500-PE Method ID 20025803)
- Alkalinity (SM 2320 B, Method 20045005)

- E-Coli Coliform Fecal Coliform (Method ID 20212800)
- Copper EPA 200.7, Method ID 10013806)
- Paper Filter Liquid Test (EPA 9095, Method ID 10204009)

Other tests may be necessary to comply with the agencies monitoring the effluent permits (i.e., TCEQ, EPA, etc.).

PRICE FORM

NO.	LABORATORY TEST & TESTING SPECIFICATION	BID COST PER SAMPLE
1	Carbonaceous Five (5) Day Biological Oxygen Demand (SM 5210 B, Method ID 20027401)	25
2	Five (5) Day Biological Oxygen Demand (SM 5210 B, Method ID 20027401)	25
3	Total Suspended Solids (SM 2540 D, Method ID 20004802)	23
4	Toxicity Characteristic Leaching Procedures (TCLP, EPA Table III)	1107
5	Ammonia as Nitrogen (SM 4500-NH3 D, Method ID 20108809)	30
6	Enterococci (CFU or MPN/1—ml, Method ID 60030208)	200
7	Priority Pollutant Scan	1717
8	Ortho-Phosphate (SMK 4500-PE Method ID 20025803)	22
9	Alkalinity (SM 2320 B, Method 20045005)	25
10	E-Coli Coliform Fecal Coliform (Method ID 20212800)	40
11	Copper EPA 200.7, Method ID 10013806)	29
12	Paper Filter Liquid Test (EPA 9095, Method ID 10204009)	13

QUOTATION 129284

JACY Page 1 of 7

Quoted: 11/18/2022
Printed: 12/02/2022

City of Jacksonville
Randall Jackson
1220 S Bolton St
Jacksonville, TX 75766

Prepared For: City of Jacksonville
Accts Payable
PO Box 1390
Jacksonville, TX 75766

SERVICES

Chain of Custody ID: ENV
Sample ID:
Sample Matrix: Liquid Aqueous
Price list by Turn Around Time (TAT):

Accredited by	Analysis Name	Method	Fee
	Environmental Fee (per Project)		10.00
	Quantity:	1	
	Subtotal:	\$10.00	Total: \$10.00

Email: projectmanager@ana-lab.com



Corporate: 2600 Dudley Road Kilgore TX 75662

QUOTATION 129284

JACY Page 2 of 7

Quoted: 11/18/2022
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City of Jacksonville
Randall Jackson
1220 S Bolton St
Jacksonville, TX 75766

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PO Box 1390
Jacksonville, TX 75766

SERVICES

Chain of Custody ID: 116
Sample ID: RFB# 2023-612-01 BOD/TSS
Sample Matrix: Liquid Aqueous
Price list by Turn Around Time (TAT): RFB# 2023-612-01

Accredited by	Analysis Name	Method	Fee
NELAC	Total Suspended Solids	SM 2540 D-2011	23.00
NELAC	BOD Carbonaceous	SM 5210 B-2011 (TCMP Inhibit	25.00
NELAC	Biochemical Oxygen Demand (BOD5)	SM 5210 B-2011 CAS:1026-3	25.00
		Quantity: 1	
		Subtotal: \$73.00	Total: \$73.00

Chain of Custody ID: 117
Sample ID: RFB# 2023-612-01 TCLP
Sample Matrix: Liquid Aqueous
Price list by Turn Around Time (TAT): RFB# 2023-612-01

Accredited by	Analysis Name	Method	Fee
NELAC	GC TCLP Herbicide		110.00
NELAC	GC TCLP Pesticide		80.00
	Reactivity		4.00
	Reactivity with Water		15.00
	Sulfide Screen	ASTM D 4978-95 SW 9031	50.00
NELAC	Flash Point (Reg. Limit 140.0 F)	EPA 1010A	38.00
NELAC	Corrosion to Steel(Reg Lim 6.35)	EPA 1110A	35.00
NELAC	TCLP Extraction Non-Volatile	EPA 1311	70.00
	Metals Digestion TCLP Extract	EPA 3005A	16.00
NELAC	MS TCLP Semivolatile Analysis	EPA 8270C	250.00
NELAC	Reactive Cyanide (Total)	EPA 9014 MOD	58.00
NELAC	Laboratory pH	SM 4500-H+ B-2011	15.00
NELAC	TCLP Extraction ZHE Volatiles	SW1311ZHE	84.00
NELAC	TCLP Lead	SW-846 6020 CAS:7439-92-1	13.00
NELAC	TCLP Silver	SW-846 6020 CAS:7440-22-4	13.00
NELAC	TCLP Arsenic	SW-846 6020 CAS:7440-38-2	13.00
NELAC	TCLP Barium	SW-846 6020 CAS:7440-39-3	13.00

Email: projectmanager@ana-lab.com



Corporate: 2600 Dudley Road Kilgore TX 75662

QUOTATION 129284

JACY Page 3 of 7

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City of Jacksonville
Randall Jackson
1220 S Bolton St
Jacksonville, TX 75766

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PO Box 1390
Jacksonville, TX 75766

SERVICES

Chain of Custody ID: 117
Sample ID: RFB# 2023-612-01 TCLP
Sample Matrix: Liquid Aqueous
Price list by Turn Around Time (TAT): RFB# 2023-612-01

Accredited by	Analysis Name	Method	Fee
NELAC	TCLP Cadmium	SW-846 6020 CAS:7440-43-9	13.00
NELAC	TCLP Chromium	SW-846 6020 CAS:7440-47-3	13.00
NELAC	TCLP Selenium	SW-846 6020 CAS:7782-49-2	13.00
NELAC	Metals Digestion TCLP 7470	SW-846 7470A	16.00
NELAC	TCLP Mercury	SW-846 7470A CAS:7439-97-6	30.00
NELAC	MS TCLP Volatile Analysis	SW-846 8260B	145.00
		Quantity: 1	
		Subtotal:	\$1,107.00
		Total:	\$1,107.00

Chain of Custody ID: 118
Sample ID: RFB# 2023-612-01NHAN
Sample Matrix: Liquid Aqueous
Price list by Turn Around Time (TAT): RFB# 2023-612-01

Accredited by	Analysis Name	Method	Fee
NELAC	Ammonia Nitrogen	EPA 350.1 2	30.00
		Quantity: 1	
		Subtotal:	\$30.00
		Total:	\$30.00

Chain of Custody ID: 119
Sample ID: RFB# 2023-612-01 Enterococci
Sample Matrix: Liquid Aqueous
Price list by Turn Around Time (TAT): RFB# 2023-612-01

Accredited by	Analysis Name	Method	Fee
	SUB Shipped		100.00
	Enterococci Subcontract	Subcontract CAS:ABL2	100.00

Email: projectmanager@ana-lab.com



Corporate: 2600 Dudley Road Kilgore TX 75662

QUOTATION 129284

JACY Page 4 of 7

Quoted: 11/18/2022
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City of Jacksonville
Randall Jackson
1220 S Bolton St
Jacksonville, TX 75766

Prepared For: City of Jacksonville
Accts Payable
PO Box 1390
Jacksonville, TX 75766

SERVICES

Quantity:	1		
Subtotal:	\$200.00	Total:	\$200.00

Chain of Custody ID: 120
Sample ID: RFB# 2023-612-01 PPS
Sample Matrix: Liquid Aqueous
Price list by Turn Around Time (TAT): RFB# 2023-612-01

Accredited by	Analysis Name	Method	Fee
	Field Cl2 Check for CNa		2.00
	Field Sulfide Check for CNa		2.00
	SUB Shipped		50.00
	Liquid Metals Digestion	EPA 200.2 2.8	16.00
NELAC	Lead, Total	EPA 200.8 5.4 CAS:7439-92-1	13.00
NELAC	Nickel, Total	EPA 200.8 5.4 CAS:7440-02-0	13.00
NELAC	Silver, Total	EPA 200.8 5.4 CAS:7440-22-4	13.00
NELAC	Thallium, Total	EPA 200.8 5.4 CAS:7440-28-0	13.00
NELAC	Antimony, Total	EPA 200.8 5.4 CAS:7440-36-0	13.00
NELAC	Arsenic, Total	EPA 200.8 5.4 CAS:7440-38-2	13.00
NELAC	Beryllium, Total	EPA 200.8 5.4 CAS:7440-41-7	13.00
NELAC	Cadmium, Total	EPA 200.8 5.4 CAS:7440-43-9	13.00
NELAC	Chromium, Total	EPA 200.8 5.4 CAS:7440-47-3	13.00
NELAC	Copper, Total	EPA 200.8 5.4 CAS:7440-50-8	13.00
NELAC	Zinc, Total	EPA 200.8 5.4 CAS:7440-66-6	13.00
NELAC	Selenium, Total	EPA 200.8 5.4 CAS:7782-49-2	13.00
NELAC	Low Level Mercury Liquid Metals	EPA 245.7 2	16.00
NELAC	Mercury, Total (low level)	EPA 245.7 2 CAS:7439-97-6	80.00
NELAC	Phenolics, Total Recoverable	EPA 420.4 1	40.00
NELAC	TTO PCB	EPA 608.3	90.00
NELAC	TTO Pesticides	EPA 608.3	140.00
z	For use with !PPR only	EPA 617	60.00
NELAC	Acrolein/Acrylonitrile Exp.	EPA 624.1	70.00
NELAC	TTO VOC 40 CFR Pt 122 Table II	EPA 624.1	150.00
	2,3,7,8-TCDD Scan	EPA 625.1	100.00
NELAC	TTO SVOC 40 CFR 122 Table II	EPA 625.1	350.00

Email: projectmanager@ana-lab.com



Corporate: 2600 Dudley Road Kilgore TX 75662

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City of Jacksonville
Randall Jackson
1220 S Bolton St
Jacksonville, TX 75766

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Accts Payable
PO Box 1390
Jacksonville, TX 75766

SERVICES

Chain of Custody ID: 120
Sample ID: RFB# 2023-612-01 PPS
Sample Matrix: Liquid Aqueous
Price list by Turn Around Time (TAT): RFB# 2023-612-01

Accredited by	Analysis Name	Method	Fee
NELAC	Cyanide, total	SM 4500-CN ⁻ E-2011	45.00
	Asbestos-liquid (Electron Micros	Subcontract CAS:EMSL Houston	350.00
	Quantity:	1	
	Subtotal:	\$1,717.00	Total: \$1,717.00

Chain of Custody ID: 121
Sample ID: RFB# 2023-612-01 ortho-p
Sample Matrix: Liquid Aqueous
Price list by Turn Around Time (TAT): RFB# 2023-612-01

Accredited by	Analysis Name	Method	Fee
	Ortho - Phosphate (PO4)	EPA 300.0, Rev. 2.1	22.00
	Quantity:	1	
	Subtotal:	\$22.00	Total: \$22.00

Chain of Custody ID: 122
Sample ID: RFB# 2023-612-01 alkt
Sample Matrix: Liquid Aqueous
Price list by Turn Around Time (TAT): RFB# 2023-612-01

Accredited by	Analysis Name	Method	Fee
NELAC	Total Alkalinity (as CaCO3)	SM 2320 B-2011	25.00
	Quantity:	1	
	Subtotal:	\$25.00	Total: \$25.00

Email: projectmanager@ana-lab.com



Corporate: 2600 Dudley Road Kilgore TX 75662

QUOTATION 129284

JACY Page 6 of 7

Quoted: 11/18/2022

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City of Jacksonville
Randall Jackson
1220 S Bolton St
Jacksonville, TX 75766

Prepared For: City of Jacksonville
Accts Payable
PO Box 1390
Jacksonville, TX 75766

SERVICES

Chain of Custody ID: 123
Sample ID: RFB# 2023-612-01 mpnw
Sample Matrix: Liquid Aqueous
Price list by Turn Around Time (TAT): RFB# 2023-612-01

Accredited by	Analysis Name	Method	Fee
NELAC	MPN, E.coli, Col.-18 - Non-Pot	SM 9223 B-2004	40.00
	Quantity:	1	
	Subtotal:	\$40.00	Total: \$40.00

Chain of Custody ID: 124
Sample ID: RFB# 2023-612-01 cu
Sample Matrix: Liquid Aqueous
Price list by Turn Around Time (TAT): RFB# 2023-612-01

Accredited by	Analysis Name	Method	Fee
NELAC	Liquid Metals Digestion	EPA 200.2 2.8	16.00
	Copper	EPA 200.7 4.4 CAS:7440-50-8	13.00
	Quantity:	1	
	Subtotal:	\$29.00	Total: \$29.00

Chain of Custody ID: 125
Sample ID: RFB# 2023-612-01 pft
Sample Matrix: Liquid Aqueous
Price list by Turn Around Time (TAT): RFB# 2023-612-01

Accredited by	Analysis Name	Method	Fee
NELAC	Paint Filter Test	EPA 9095B	13.00
	Quantity:	1	
	Subtotal:	\$13.00	Total: \$13.00

Email: projectmanager@ana-lab.com



Corporate: 2600 Dudley Road Kilgore TX 75662

QUOTATION 129284

JACY Page 7 of 7

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City of Jacksonville
Randall Jackson
1220 S Bolton St
Jacksonville, TX 75766

Prepared For: City of Jacksonville
Accts Payable
PO Box 1390
Jacksonville, TX 75766

Project Total: \$3,266.00

Please note that ANA-LAB is accredited nationally to the EPA NELAP standard. Our consistent performance on proficiency samples validates our unparalleled accuracy and precision. This enables Ana-Lab to provide quality results at these competitive prices. We will also provide appropriately cleaned and preserved bottles (that meet EPA specifications) and chain of custody at no extra cost.

Prices are guaranteed for 60 days from the date of the quote, and your submittal of samples indicates your acceptance. With approved credit, our payment terms are NET 30.

Without approved credit terms payment is due prior to result release.

An Environmental fee of \$10.00 will be added to each project.

ANA-LAB shall provide these ordered services pursuant to our Standard Terms & Conditions Agreement (available for download from the welcome page at www.ana-lab.com or by US mail by request).

Please send your Purchase Orders to PO@ana-lab.com

If we can help further, please contact us. We look forward to working with you on this project.

Thank you.


Trey Peery
Technical Services
Manager

*The accredited column designates accreditation by N - NELAP, or X - not covered under NELAP's scope of accreditation.
Normal Turn Around Time is typically 7 working days.
Other turn around times (TAT) may require rush fees.*

Email: projectmanager@ana-lab.com



Corporate: 2600 Dudley Road Kilgore TX 75662

COC REPORTING LIMITS

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		(ug/L)			
Test	Name	MDL	SQL	Target/MAL	Method
JACY	116	RFB# 2023-612-01 BOD/TSS			Non-Potable Water

TCEQ Wastewater 2010 MALs (RG-194, Jan 2012)

BOD	Biochemical Oxygen Demand (BOD5)	200	500		SM 5210 B-2011 CAS:1026-3
BODc	BOD Carbonaceous	200	500		SM 5210 B-2011 (TCMP Inhibitor)
BOST	BOD Set Started				SM 5210 B-2011
BOcS	BODc Set Started				SM 5210 B-2011 (TCMP Inhibitor)
TSS	Total Suspended Solids	2000	2000	3000	SM 2540 D-2011

Achievable reporting limits may vary with dilutions in accord with the sample matrix and listed method requirements

SQL is the Method Quantitation Limit and corresponds to a low standard		COC is Chain of Custody	
SDL is Sample Detection Limit and is the adjusted MDL (sample specific dilutions, dry weight)		MDL is Method Detection Limit (40 CFR 136 Appendix B)	
MAL is minimum analytical limit and is the selected target limit		ug/L is micrograms per liter	

COC REPORTING LIMITS

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(ug/L)

Test	Name	MDL	MQL	Target/MAL	Method
JACY	117	RFB# 2023-612-01	TCLP	Non-Potable Water	

TCEQ Wastewater 2010 MALs (RG-194, Jan 2012)

#Flp	Flash Point (Reg. Limit 140.0 F)				EPA 1010A
*AgT	TCLP Silver	0.276	1.00		SW-846 6020 CAS:7440-22-4
*AsT	TCLP Arsenic	0.902	3.00		SW-846 6020 CAS:7440-38-2
*BaT	TCLP Barium	0.348	2.00		SW-846 6020 CAS:7440-39-3
*CdT	TCLP Cadmium	0.120	1.00		SW-846 6020 CAS:7440-43-9
*CrT	TCLP Chromium	0.392	1.00		SW-846 6020 CAS:7440-47-3
Hg	TCLP Mercury	0.047	0.100		SW-846 7470A CAS:7439-97-6
*PbT	TCLP Lead	0.549	1.00		SW-846 6020 CAS:7439-92-1
*SeT	TCLP Selenium	2.94	5.00		SW-846 6020 CAS:7782-49-2
CorL	Corrosion to Steel(Reg Lim 6.35)				EPA 1110A
RCN	Reactive Cyanide (Total)	4.56	10.0		EPA 9014 MOD
RH2O	Reactivity with Water				
RS=	Sulfide Screen				ASTM D 4978-95/SW 9031
Reac	Reactivity				
TCRE	TCLP Total Cresols (Reg Lim 200)				CAS:108-39-4,ect.
pHLL	Laboratory pH				SM 4500-H+ B-2011

TABN

T093	TCLP 2,4-Dinitrotoluene	3.35	3.50		CAS:121-14-2
T094	TCLP Hexachlorobenzene	0.187	1.00		CAS:118-74-1
T096	TCLP Hexachlorobutadiene	0.618	1.00		CAS:87-68-3
T101	TCLP Hexachloroethane	0.789	1.00		CAS:67-72-1
T101	TCLP Nitrobenzene	0.390	1.00		CAS:98-95-3
T114	TCLP Pentachlorophenol	0.129	1.00		CAS:87-86-5
T128	TCLP 2,4,6-Trichlorophenol	0.704	1.00		CAS:88-06-2
T134	TCLP 3&4-Methylphenol (m&p-Creso	6.15	6.20		EPA 8270C CAS:108-39-4
T139	TCLP 2-Methylphenol (o-Cresol)	5.13	5.20		CAS:95-48-7
T24P	TCLP 2,4,5-Trichlorophenol	0.734	1.00		CAS:95-95-4
TPyr	TCLP Pyridine (Reg. Limit 5)	5.33	5.40		CAS:110-86-1

TG50

T245	TCLP 2,4,5-TP (Silvex)	0.129	0.200		CAS:93-72-1
T24D	TCLP 2,4 D	0.185	0.200		CAS:94-75-7

TG80

T032	TCLP gamma-BHC (Lindane)	0.385	1.00		CAS:58-89-9
T044	TCLP Chlordane	0.001	0.010		CAS:57-74-9
T086	TCLP Endrin	0.538	1.00		CAS:72-20-8
T091	TCLP Heptachlor	0.207	1.00		CAS:76-44-8
T092	TCLP Heptachlor Epoxide	0.660	1.00		CAS:1024-57-3
T122	TCLP Toxaphene	0.003	0.010		CAS:8001-35-2
TMet	TCLP Methoxychlor	0.898	1.00		CAS:72-43-5

TVOA

COC REPORTING LIMITS

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(ug/L)

Test	Name	MDL	QCL	Target/MAL	Method
JACY	117	RFB# 2023-612-01	TCLP	Non-Potable Water	

TCEQ Wastewater 2010 MALs (RG-194, Jan 2012)

TVOA

T022	TCLP Benzene	0.373	1.00	CAS:71-43-2
T043	TCLP Carbon tetrachloride	0.641	1.00	CAS:56-23-5
T046	TCLP Chlorobenzene	0.428	1.00	CAS:108-90-7
T049	TCLP Chloroform	0.415	1.00	CAS:67-66-3
T066	TCLP 1,2-Dichloroethane	0.345	1.00	CAS:107-06-2
T067	TCLP 1,1-Dichloroethene	0.749	1.00	CAS:75-35-4
T120	TCLP Tetrachloroethylene	0.818	1.00	CAS:127-18-4
T126	TCLP Trichloroethylene	0.327	1.00	CAS:79-01-6
T129	TCLP Vinyl chloride	1.06	1.00	CAS:75-01-4
TMEK	TCLP MEK	0.789	1.00	CAS:78-93-3
TV62	TCLP 1,4 Dichlorobenzene	0.706	1.00	CAS:106-46-7

Achievable reporting limits may vary with dilutions in accord with the sample matrix and listed method requirements

QCL is the Method Quantitation Limit and corresponds to a low standard

SDL is Sample Detection Limit and is the adjusted MDL (sample specific dilutions, dry weight)

MAL is minimum analytical limit and is the selected target limit

COC is Chain of Custody

MDL is Method Detection Limit (40 CFR 136 Appendix B)

ug/L is micrograms per liter

COC REPORTING LIMITS

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(ug/L)

Test	Name	MDL	MOI	Target/MAL	Method
JACY	118	RFB# 2023-612-01NHaN		Non-Potable Water	

TCFQ Wastewater 2010 MALs (RG-194, Jan 2012)

NHaN Ammonia Nitrogen 3.36 20.0 20.0 EPA 350.1 2

Achievable reporting limits may vary with dilutions in accord with the sample matrix and listed method requirements

MOI is the Method Quantitation Limit and corresponds to a low standard
SDL is Sample Detection Limit and is the adjusted MDL (sample specific dilutions, dry weight)
MAL is minimum analytical limit and is the selected target limit

COC is Chain of Custody
MDL is Method Detection Limit (40 CFR 136 Appendix B)
ug/L is micrograms per liter

COC REPORTING LIMITS

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(ug/L)

Test	Name	MDL	SQL	Target/MAL	Method
JACY	119	RFB# 2023-612-01	Enterococci	Non-Potable Water	

TCEQ Wastewater 2010 MALs (RG-194, Jan 2012)

ENTC Enterococci Subcontract
SKL Sub Hold: PM Attn

Subcontract CAS:ABL2

Achievable reporting limits may vary with dilutions in accord with the sample matrix and listed method requirements

SQL is the Method Quantitation Limit and corresponds to a low standard SDL is Sample Detection Limit and is the adjusted MDL (sample specific dilutions, dry weight) MAL is minimum analytical limit and is the selected target limit	COC is Chain of Custody MDL is Method Detection Limit (40 CFR 136 Appendix B) ug/L is micrograms per liter
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COC REPORTING LIMITS

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		(ug/L)				
Test	Name	MDL	QOL	Target/MAL	Method	
JACY	120	RFB# 2023-612-01 PPS			Non-Potable Water	
TCEQ Wastewater 2010 MALs (RG-194, Jan 2012)						
SAAE	Acrolein/Acrylonitrile Exp.				EPA 624.1	
*AgM	Silver, Total	0.276	1.00	0.500	EPA 200.8 5.4 CAS:7440-22-4	
*AsM	Arsenic, Total	0.902	3.00	0.500	*	EPA 200.8 5.4 CAS:7440-38-2
*BeM	Beryllium, Total	0.162	1.00	0.500	EPA 200.8 5.4 CAS:7440-41-7	
*CdM	Cadmium, Total	0.120	1.00	1.00	EPA 200.8 5.4 CAS:7440-43-9	
*CrM	Chromium, Total	0.392	1.00	3.00	EPA 200.8 5.4 CAS:7440-47-3	
*CuM	Copper, Total	0.325	1.00	2.00	EPA 200.8 5.4 CAS:7440-50-8	
*Hgl	Mercury, Total (low level)	0.001	0.004	0.005	EPA 245.7 2 CAS:7439-97-6	
*NiM	Nickel, Total	0.154	1.00	2.00	EPA 200.8 5.4 CAS:7440-02-0	
*PbM	Lead, Total	0.549	1.00	0.500	*	EPA 200.8 5.4 CAS:7439-92-1
*SbM	Antimony, Total	0.847	3.00	5.00	EPA 200.8 5.4 CAS:7440-36-0	
*SeM	Selenium, Total	2.94	5.00	5.00	EPA 200.8 5.4 CAS:7782-49-2	
*TlM	Thallium, Total	0.966	1.00	0.500	*	EPA 200.8 5.4 CAS:7440-28-0
*ZnM	Zinc, Total	0.844	1.00	5.00	EPA 200.8 5.4 CAS:7440-66-6	
2378	2,3,7,8-TCDD Scan				EPA 625.1	
ASBT	Asbestos-liquid (Electron Micros				Subcontract CAS:EMSL Houston	
CKLM	Check Limits					
CNa	Cyanide, total	1.19	2.50	10.0	SM 4500-CN ⁻ E-2011	
ClCk	Field Cl ₂ Check for CNa					
PhCk	Phenolics, Total Recoverable	4.22	5.00	5.00	EPA 420.4 1	
SlCk	Field Sulfide Check for CNa					
SKL	Sub Hold: PM Attn					
!CPR						
!107	PCB-1016	0.149	0.200	0.200	EPA 608.3 CAS:12674-11-2	
!108	PCB-1221	0.170	0.200	0.200	EPA 608.3 CAS:11104-28-2	
!109	PCB-1232	0.170	0.200	0.200	EPA 608.3 CAS:11141-16-5	
!110	PCB-1242	0.192	0.200	0.200	EPA 608.3 CAS:53469-21-9	
!111	PCB-1248	0.170	0.200	0.200	EPA 608.3 CAS:12672-29-6	
!112	PCB-1254	0.170	0.200	0.200	EPA 608.3 CAS:11097-69-1	
!113	PCB-1260	0.134	0.200	0.200	EPA 608.3 CAS:11096-82-5	
!PPR						
!020	Aldrin	0.260	1.00	0.010	*	EPA 608.3 CAS:309-00-2
!029	Alpha-BHC(hexachlorocyclohexane)	0.280	1.00	0.050	*	EPA 608.3 CAS:319-84-6
!030	Beta-BHC(hexachlorocyclohexane)	0.579	1.00	0.050	*	EPA 608.3 CAS:319-85-7
!031	Delta-BHC(hexachlorocyclohexane)	0.898	1.00	0.050	*	EPA 608.3 CAS:319-86-8
!032	Gamma-BHC(Lindane)	0.385	1.00	0.050	*	EPA 608.3 CAS:58-89-9
!044	Chlordane	0.001	0.010	0.200	EPA 608.3 CAS:57-74-9	
!055	4,4-DDD	0.731	1.00	0.100	*	EPA 608.3 CAS:72-54-8
!056	4,4-DDE	0.361	1.00	0.100	*	EPA 608.3 CAS:72-55-9
!057	4,4-DDT	0.862	1.00	0.020	*	EPA 608.3 CAS:50-29-3
!072	Dieldrin	0.162	1.00	0.020	*	EPA 608.3 CAS:60-57-1
!083	Endosulfan I (alpha)	0.679	1.00	0.010	*	EPA 608.3 CAS:959-98-8
!083	Endosulfan II (beta)	0.356	1.00	0.020	*	EPA 608.3 CAS:33213-65-9
!085	Endosulfan sulfate	0.588	1.00	0.100	*	EPA 608.3 CAS:1031-07-8

COC REPORTING LIMITS

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Test	Name	MDL	MQL	Target/MAI	Method
JACY	120	RFB# 2023-612-01 PPS		Non-Potable Water	

TC/EC Wastewater 2010 MALs (RG-194, Jan 2012)

!PPR

1086	Endrin	0.538	1.00	0.020	*	EPA 608.3 CAS:72-20-8
1087	Endrin aldehyde	0.699	1.00	0.100	*	EPA 608.3 CAS:7421-93-4
1091	Heptachlor	0.207	1.00	0.010	*	EPA 608.3 CAS:76-44-8
1092	Heptachlor epoxide	0.660	1.00	0.010	*	EPA 608.3 CAS:1024-57-3
1122	Toxaphene	0.003	0.010	0.300		EPA 608.3 CAS:8001-35-2

#MDR

#Kel	Kelthane (Dicofol)	3.52	5.00	1.00	*	EPA 617 CAS:115-32-2
#Met	Methoxychlor	0.897	1.00	2.00		EPA 617 CAS:72-43-5
#Mir	Mirex	0.905	1.00	0.020	*	EPA 617 CAS:2385-85-5

\$AAE

\$018	Acrolein	2.13	4.00	50.0		EPA 624.1 CAS:107-02-8
\$019	Acrylonitrile	1.79	4.00	50.0		EPA 624.1 CAS:107-13-1

TTOS

\$016	Acenaphthene	0.139	1.00	10.0		EPA 625.1 CAS:83-32-9
\$017	Acenaphthylene	0.202	1.00	10.0		EPA 625.1 CAS:208-96-8
\$021	Anthracene	0.538	1.00	10.0		EPA 625.1 CAS:120-12-7
\$023	Benzidine	19.9	20.0	50.0		EPA 625.1 CAS:92-87-5
\$024	Benzo(a)anthracene	0.627	1.00	5.00		EPA 625.1 CAS:56-55-3
\$025	Benzo(a)pyrene	0.478	1.00	5.00		EPA 625.1 CAS:50-32-8
\$026	Benzo(b)fluoranthene	0.517	1.00	10.0		EPA 625.1 CAS:205-99-2
\$027	Benzo(ghi)perylene	0.750	1.00	20.0		EPA 625.1 CAS:191-24-2
\$028	Benzo(k)fluoranthene	0.763	1.00	5.00		EPA 625.1 CAS:207-08-9
\$033	Bis(2-chloroethyl)ether	0.434	1.00	10.0		EPA 625.1 CAS:111-44-4
\$034	Bis(2-chloroethoxy)methane	0.312	1.00	10.0		EPA 625.1 CAS:111-91-1
\$035	Bis(2-chloroisopropyl)ether	0.448	1.00	10.0		EPA 625.1 CAS:108-60-1
\$036	4-Bromophenyl phenyl ether	0.311	1.00	10.0		EPA 625.1 CAS:101-55-3
\$037	Bis(2-ethylhexyl)phthalate	1.63	7.50	10.0		EPA 625.1 CAS:117-81-7
\$041	4-Chlorophenyl phenyl ether	0.281	1.00	10.0		EPA 625.1 CAS:7005-72-3
\$042	Benzyl Butyl phthalate	0.696	7.50	10.0		EPA 625.1 CAS:85-68-7
\$045	p-Chloro-m-Cresol (4-Chloro-3-me	2.35	2.40	10.0		EPA 625.1 CAS:59-50-7
\$051	2-Chloronaphthalene	0.333	1.00	10.0		EPA 625.1 CAS:91-58-7
\$052	2-Chlorophenol	0.367	1.00	10.0		EPA 625.1 CAS:95-57-8
\$054	Chrysene (Benzo(a)phenanthrene)	0.575	1.00	5.00		EPA 625.1 CAS:218-01-9
\$058	Dibenz(a,h)anthracene	0.872	1.00	5.00		EPA 625.1 CAS:53-70-3
\$063	3,3'-Dichlorobenzidine	4.79	5.00	5.00		EPA 625.1 CAS:91-94-1
\$069	2,4-Dichlorophenol	0.567	1.00	10.0		EPA 625.1 CAS:120-83-2
\$073	Diethyl phthalate	0.721	5.70	10.0		EPA 625.1 CAS:84-66-2
\$074	2,4-Dimethylphenol	2.32	2.40	10.0		EPA 625.1 CAS:105-67-9
\$075	Dimethyl phthalate	0.497	4.80	10.0		EPA 625.1 CAS:131-11-3
\$076	Di-n-butylphthalate	0.834	7.50	10.0		EPA 625.1 CAS:84-74-2

COC REPORTING LIMITS

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(ug/L)

Test	Name	MDL	MQL	Target/MAL	Method
JACY	120	RFB# 2023-612-01	PPS	Non-Potable Water	

TCEQ Wastewater 2010 MALs (RG-194, Jan 2012)

TTOS

\$077	Di-n-octylphthalate	0.782	1.00	10.0	EPA 625.1 CAS:117-84-0
\$078	4,6-Dinitro-2-methylphenol	7.88	8.00	50.0	EPA 625.1 CAS:534-52-1
\$079	2,4-Dinitrophenol	8.07	9.00	50.0	EPA 625.1 CAS:51-28-5
\$080	2,4-Dinitrotoluene	3.35	3.50	10.0	EPA 625.1 CAS:121-14-2
\$081	2,6-Dinitrotoluene	0.675	1.00	10.0	EPA 625.1 CAS:606-20-2
\$082	1,2-DPH (as azobenzene)	0.695	1.00	20.0	EPA 625.1 CAS:122-66-7
\$089	Fluoranthene(Benzo(j,k)fluorene)	0.772	1.00	10.0	EPA 625.1 CAS:206-44-0
\$090	Fluorene	0.512	1.00	10.0	EPA 625.1 CAS:86-73-7
\$093	Hexachlorobenzene	0.187	1.00	5.00	EPA 625.1 CAS:118-74-1
\$094	Hexachlorobutadiene	0.618	1.00	10.0	EPA 625.1 CAS:87-68-3
\$095	Hexachlorocyclopentadiene	8.69	9.00	10.0	EPA 625.1 CAS:77-47-4
\$096	Hexachloroethane	0.789	1.00	20.0	EPA 625.1 CAS:67-72-1
\$097	Indeno(1,2,3-cd)pyrene	0.793	1.00	5.00	EPA 625.1 CAS:193-39-5
\$098	Isophorone	0.468	1.00	10.0	EPA 625.1 CAS:78-59-1
\$100	Naphthalene	0.387	1.00	10.0	EPA 625.1 CAS:91-20-3
\$101	Nitrobenzene	0.390	1.00	10.0	EPA 625.1 CAS:98-95-3
\$102	2-Nitrophenol	0.495	1.00	20.0	EPA 625.1 CAS:88-75-5
\$103	4-Nitrophenol	0.932	1.00	50.0	EPA 625.1 CAS:100-02-7
\$104	N-Nitrosodimethylamine	6.64	7.00	50.0	EPA 625.1 CAS:62-75-9
\$105	N-Nitrosodi-n-propylamine	0.777	1.00	20.0	EPA 625.1 CAS:621-64-7
\$106	N-Nitrosodiphenylamine (as DPA)	0.427	1.00	20.0	EPA 625.1 CAS:86-30-6
\$114	Pentachlorophenol	0.129	1.00	5.00	EPA 625.1 CAS:87-86-5
\$115	Phenanthrene	0.624	1.00	10.0	EPA 625.1 CAS:85-01-8
\$116	Phenol	1.50	1.50	10.0	EPA 625.1 CAS:108-95-2
\$117	Pyrene	0.587	1.00	10.0	EPA 625.1 CAS:129-00-0
\$123	1,2,4-Trichlorobenzene	0.720	1.00	10.0	EPA 625.1 CAS:120-82-1
\$128	2,4,6-Trichlorophenol	0.704	1.00	10.0	EPA 625.1 CAS:88-06-2

TTOV

\$022	Benzene	0.373	1.00	10.0	EPA 624.1 CAS:71-43-2
\$039	Bromoform	0.870	1.00	10.0	EPA 624.1 CAS:75-25-2
\$040	Bromomethane (Methyl Bromi	1.78	1.00	50.0	EPA 624.1 CAS:74-83-9
\$043	Carbon Tetrachloride	0.641	1.00	2.00	EPA 624.1 CAS:56-23-5
\$046	Chlorobenzene	0.428	1.00	10.0	EPA 624.1 CAS:108-90-7
\$047	Chloroethane	2.19	1.00	50.0	EPA 624.1 CAS:75-00-3
\$048	2-Chloroethylvinyl ether	0.344	1.00	10.0	EPA 624.1 CAS:110-75-8
\$049	Chloroform	0.415	1.00	10.0	EPA 624.1 CAS:67-66-3
\$050	Chloromethane (Methyl Chloride)	1.01	1.00	50.0	EPA 624.1 CAS:74-87-3
\$059	Dibromochloromethane	0.597	1.00	10.0	EPA 624.1 CAS:124-48-1
\$064	Bromodichloromethane	0.256	1.00	10.0	EPA 624.1 CAS:75-27-4
\$065	1,1-Dichloroethane	0.256	1.00	5.00	EPA 624.1 CAS:75-34-3
\$066	1,2-Dichloroethane	0.345	1.00	10.0	EPA 624.1 CAS:107-06-2
\$067	1,1-Dichloroethylene	0.749	1.00	10.0	EPA 624.1 CAS:75-35-4
\$068	trans-1,2-Dichloroethylene	0.595	1.00	10.0	EPA 624.1 CAS:156-60-5
\$06A	Dichlorodifluoromethane	0.913	1.00	5.00	EPA 624.1 CAS:75-71-8

COC REPORTING LIMITS

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(ug/L)

Test	Name	MDL	MQL	Target/MAL	Method
JACY	120	RFB# 2023-612-01	PPS	Non-Potable Water	

TCEQ Wastewater 2010 MALs (RG-194, Jan 2012)

TTOV

\$070	1,2-Dichloropropane	0.463	1.00	10.0	EPA 624.1 CAS:78-87-5
\$071	cis-1,3-Dichloropropene	0.435	1.00	10.0	EPA 624.1 CAS:10061-01-5
\$088	Ethylbenzene	0.480	1.00	10.0	EPA 624.1 CAS:100-41-4
\$099	Dichloromethane	0.906	1.00	20.0	EPA 624.1 CAS:75-09-2
\$119	1,1,2,2-Tetrachloroethane	0.969	1.00	10.0	EPA 624.1 CAS:79-34-5
\$120	Tetrachloroethylene	0.818	1.00	10.0	EPA 624.1 CAS:127-18-4
\$121	Toluene	0.492	1.00	10.0	EPA 624.1 CAS:108-88-3
\$124	1,1,1-Trichloroethane	0.400	1.00	10.0	EPA 624.1 CAS:71-55-6
\$125	1,1,2-Trichloroethane	0.600	1.00	10.0	EPA 624.1 CAS:79-00-5
\$126	Trichloroethylene	0.327	1.00	10.0	EPA 624.1 CAS:79-01-6
\$127	Trichlorofluoromethane	0.928	1.00	5.00	EPA 624.1 CAS:75-69-4
\$129	Vinyl chloride	1.06	1.00	10.0	EPA 624.1 CAS:75-01-4
\$130	trans-1,3-Dichloropropene	0.606	1.00	10.0	EPA 624.1 CAS:10061-02-6
\$131	1,1,1,2-Tetrachloroethane	0.606	1.00		EPA 624.1 CAS:630-20-6
\$281	m-Dichlorobenzene (1,3-DCB)	0.948	1.00	10.0	EPA 624.1 CAS:541-73-1
\$283	o-Dichlorobenzene (1,2-DCB)	0.921	1.00	10.0	EPA 624.1 CAS:95-50-1
SV62	p-Dichlorobenzene (1,4-DCB)	0.706	1.00	10.0	EPA 624.1 CAS:106-46-7
mp	m- and p-Xylene	1.26	2.00	10.0	EPA 624.1 CAS:ARC-mpXyl
oXyo	o-Xylene	0.455	1.00	10.0	EPA 624.1 CAS:95-47-6
MDCE	cis-1,2-Dichloroethylene	0.349	1.00	70.0	EPA 624.1 CAS:156-59-2

Achievable reporting limits may vary with dilutions in accord with the sample matrix and listed method requirements

MQL is the Method Quantitation Limit and corresponds to a low standard

SDL is Sample Detection Limit and is the adjusted MDL (sample specific dilutions, dry weight)

MAL is minimum analytical limit and is the selected target limit

COC is Chain of Custody

MDL is Method Detection Limit (40 CFR 136 Appendix B)

ug/L is micrograms per liter

COC REPORTING LIMITS

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(ug/L)

Test	Name	MDL	SQL	Target/MAL	Method
JACY	121	RFB# 2023-612-01 ortho-p		Non-Potable Water	

TCEQ Wastewater 2010 MALs (RG-194, Jan 2012)

14PL Ortho - Phosphate (PO4) 11.3 100 EPA 300.0, Rev. 2.1

Achievable reporting limits may vary with dilutions in accord with the sample matrix and listed method requirements

SQL is the Method Quantitation Limit and corresponds to a low standard

SDL is Sample Detection Limit and is the adjusted MDL (sample specific dilutions, dry weight)

MAL is minimum analytical limit and is the selected target limit

COC is Chain of Custody

MDL is Method Detection Limit (40 CFR 136 Appendix B)

ug/L is micrograms per liter

COC REPORTING LIMITS

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(ug/L)

Test	Name	MDL	MQL	Target/MAL	Method
JACY	122			RFB# 2023-612-01 alkt	Non-Potable Water

TCEQ Wastewater 2010 MALs (RG-194, Jan 2012)

AlkT Total Alkalinity (as CaCO₃)

SM 2320 B-2011

Achievable reporting limits may vary with dilutions in accord with the sample matrix and listed method requirements

MQL is the Method Quantitation Limit and corresponds to a low standard

SDL is Sample Detection Limit and is the adjusted MDL (sample specific dilutions, dry weight)

MAL is minimum analytical limit and is the selected target limit

COC is Chain of Custody

MDL is Method Detection Limit (40 CFR 136 Appendix B)

ug/L is micrograms per liter

COC REPORTING LIMITS

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(ug/L)

Test	Name	MDL	MQL	Target/MAL	Method
JACY	123	RFB# 2023-612-01	mpnw	Non-Potable Water	

TCEQ Wastewater 2010 MALs (RG-194, Jan 2012)

MPNW MPN, E.coli, Col.-18 - Non-Pot

SM 9223 B-2004

MPWC MPN (Colilert-18) Start

SM 9223 B-2004

MPWT MPN, Total Coliform, Colilert-18

SM 9223 B-2004

Achievable reporting limits may vary with dilutions in accord with the sample matrix and listed method requirements

MQL is the Method Quantitation Limit and corresponds to a low standard

COC is Chain of Custody

SDL is Sample Detection Limit and is the adjusted MDL (sample specific dilutions, dry weight)

MDL is Method Detection Limit (40 CFR 136 Appendix B)

MAL is minimum analytical limit and is the selected target limit

ug/L is micrograms per liter

COC REPORTING LIMITS

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(ug/L)

Test	Name	MDL	MQL	Target/MAL	Method
JACY	124				Non-Potable Water

TCEQ Wastewater 2010 MALs (RG-194, Jan 2012)

*CuI Copper 3.69 10.0 2.00 * EPA 200.7 4.4 CAS:7440-50-8

Achievable reporting limits may vary with dilutions in accord with the sample matrix and listed method requirements

MQL is the Method Quantitation Limit and corresponds to a low standard

SDL is Sample Detection Limit and is the adjusted MDL (sample specific dilutions, dry weight)

MAL is minimum analytical limit and is the selected target limit

COC is Chain of Custody

MDL is Method Detection Limit (40 CFR 136 Appendix B)

ug/L is micrograms per liter

COC REPORTING LIMITS

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(ug/L)

Test	Name	MDL	SQL	Target/MAL	Method
JACY	125	RFB# 2023-612-01 pft		Non-Potable Water	

TCEQ Wastewater 2010 MALs (RG-194, Jan 2012)

PFT Paint Filter Test

EPA 9095B

Achievable reporting limits may vary with dilutions in accord with the sample matrix and listed method requirements

SQL is the Method Quantitation Limit and corresponds to a low standard

SDL is Sample Detection Limit and is the adjusted MDL (sample specific dilutions, dry weight)

MAL is minimum analytical limit and is the selected target limit

COC is Chain of Custody

MDL is Method Detection Limit (40 CFR 136 Appendix B)

ug/L is micrograms per liter

CHAIN OF CUSTODY

12/02/2022

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City of Jacksonville
Randall Jackson
1220 S Bolton St
Jacksonville, TX 75766

JACY
116

Phone

903/589-3510

PO Number

RFB#2023-612-01 BOD/TSS

☐ Hand Delivered by Client to Region or LAB

Matrix: Non-Potable Water

Sampler Printed Name

Sampler Affiliation

Sampler Signature

Samples Radioactive? ☐

Samples Contains Dioxin? ☐

Samples Biological Hazard? ☐

Ana-Lab #
(Lab Only)

Sample ID

Bottles

Date

Time

Notes

1

Polyethylene 1/2 gal (White)

NELAC

TSS

Total Suspended Solids

SM 2540 D-2011 (7.00 days)

NELAC **Short Hold**

BODc

BOD Carbonaceous

SM 5210 B-2011 (TCMP Inhibitor) (2.00 days)

NELAC **Short Hold**

BOD

Biochemical Oxygen Demand (BOD5)

SM 5210 B-2011 CAS:1026-3 (2.04 days)

Date	Time	Relinquished		Received	
		Printed Name	Affiliation	Printed Name	Affiliation
		Signature		Signature	
		Printed Name	Affiliation	Printed Name	Affiliation
		Signature		Signature	
		Printed Name	Affiliation	Printed Name	Affiliation
		Signature		Signature	
		Printed Name	Affiliation	Printed Name	Affiliation
		Signature		Signature	



Corporate: 2600 Dudley Road Kilgore TX 75662

CHAIN OF CUSTODY

12/02/2022

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City of Jacksonville
Randall Jackson
1220 S Bolton St
Jacksonville, TX 75766

JACY
116

Phone

903/589-3510

RFB# 2023-612-01 BOD/TSS

Sample Recieved on Ice? ☐ Yes ☐ No
Cooler/Sample Secure? ☐ Yes ☐ No If Shipped: Tracking Number & Temp - See Attached

The accredited column designates accreditation by A - A2LA, N - NELAC, or z - not listed under scope of accreditation. Unless otherwise specified, ANA-LAB shall provide these ordered services pursuant to our Standard Terms & Conditions Agreement (available for download from the welcome page at <<http://www.ana-lab.com>>). Ana-Lab personnel collect samples as specified by Ana-Lab SOP #000323.

Comments



Corporate: 2600 Dudley Road Kilgore TX 75662

CHAIN OF CUSTODY

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City of Jacksonville
Randall Jackson
1220 S Bolton St
Jacksonville, TX 75766

JACY
117

Phone

903/589-3510

PO Number

RFB#2023-612-01 TCLP

☐ Hand Delivered by Client to Region or LAB

Matrix: Non-Potable Water

Sampler Printed Name

Sampler Affiliation

Sampler Signature

Samples Radioactive? ☐

Samples Contains Dioxin? ☐

Samples Biological Hazard? ☐

Ana-Lab #
(Lab Only)

Sample ID

Bottles

Date

Time

Notes

2

Glass Qt w/Teflon lined lid

	RH2O	Reactivity with Water	(180 days)
NELAC	TG50	GC TCLP Herbicide	(7.00 days)
NELAC	TG80	GC TCLP Pesticide	(7.00 days)
	Reac	Reactivity	(7.00 days)
	RS=	Sulfide Screen	ASTM D 4978-95/SW 9031 (7.00 days)
NELAC	#Flp	Flash Point (Reg. Limit 140.0 F)	EPA 1010A (14.0 days)
NELAC	*TCL	TCLP Extraction Non-Volatile	EPA 1311 (14.0 days)
NELAC	TABN	MS TCLP Semivolatile Analysis	EPA 8270C (7.00 days)
NELAC	RCN	Reactive Cyanide (Total)	EPA 9014 MOD (14.0 days)
NELAC	TVOX	TCLP Extraction ZHE Volatiles	SW1311ZHE (14.0 days)
NELAC	*PbT	TCLP Lead	SW-846 6020 CAS:7439-92-1 (14.0 days)
NELAC	*AgT	TCLP Silver	SW-846 6020 CAS:7440-22-4 (14.0 days)
NELAC	*AsT	TCLP Arsenic	SW-846 6020 CAS:7440-38-2 (14.0 days)
NELAC	*BaT	TCLP Barium	SW-846 6020 CAS:7440-39-3 (14.0 days)
NELAC	*CdT	TCLP Cadmium	SW-846 6020 CAS:7440-43-9 (14.0 days)
NELAC	*CrT	TCLP Chromium	SW-846 6020 CAS:7440-47-3 (14.0 days)
NELAC	*SeT	TCLP Selenium	SW-846 6020 CAS:7782-49-2 (14.0 days)
NELAC	*Hg*	TCLP Mercury	SW-846 7470A CAS:7439-97-6 (14.0 days)



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RFB# 2023-612-01 TCLP

NELAC TVOA MS TCLP Volatile Analysis SW-846 8260B (14.0 days)

1 Polyethylene 1/2 gal
NELAC CorL Corrosion to Steel(Reg Lim 6.35) EPA 1110A

1 Polyethylene Quart
NELAC pHLL Laboratory pH SM 4500-H+ B-2011

Date	Time	Relinquished		Received	
		Printed Name	Affiliation	Printed Name	Affiliation
		Signature		Signature	
		Printed Name	Affiliation	Printed Name	Affiliation
		Signature		Signature	
		Printed Name	Affiliation	Printed Name	Affiliation
		Signature		Signature	
		Printed Name	Affiliation	Printed Name	Affiliation
		Signature		Signature	

Sample Recieved on Ice? ☐ Yes ☐ No
Cooler/Sample Secure? ☐ Yes ☐ No If Shipped: Tracking Number & Temp - See Attached

The accredited column designates accreditation by A - A2LA, N - NELAC, or z - not listed under scope of accreditation. Unless otherwise specified, ANA-LAB shall provide these ordered services pursuant to our Standard Terms & Conditions Agreement (available for download from the welcome page at <<http://www.ana-lab.com>>). Ana-Lab personnel collect samples as specified by Ana-Lab SOP #000323.

Comments



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PO Number

RFB# 2023-612-01NHaN

☐ Hand Delivered by Client to Region or LAB

Matrix: Non-Potable Water

Sampler Printed Name

Sampler Affiliation

Sampler Signature

Samples Radioactive? ☐

Samples Contains Dioxin? ☐

Samples Biological Hazard? ☐

Ana-Lab #
(Lab Only)

Sample ID

Bottles

Date

Time

Notes

1

H2SO4 to pH <2 250 ml Polyethylene

NELAC

NH₄N

Ammonia Nitrogen

EPA 350.1 2 (28.0 days)

Date	Time	Relinquished		Received	
		Printed Name	Affiliation	Printed Name	Affiliation
		Signature		Signature	
		Printed Name	Affiliation	Printed Name	Affiliation
		Signature		Signature	
		Printed Name	Affiliation	Printed Name	Affiliation
		Signature		Signature	
		Printed Name	Affiliation	Printed Name	Affiliation
		Signature		Signature	



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RFB# 2023-612-01NHaN

Sample Received on Ice? ☒ Yes ☐ No
Cooler/Sample Secure? ☒ Yes ☐ No If Shipped: Tracking Number & Temp - See Attached

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PO Number

RFB#2023-612-01 Enterococci

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Matrix: Non-Potable Water

Sampler Printed Name

Sampler Affiliation

Sampler Signature

Samples Radioactive? ☐

Samples Contains Dioxin? ☐

Samples Biological Hazard? ☐

Ana-Lab #
(Lab Only)

Sample ID

Bottles

Date

Time

Notes

1 Na2S2O3 (0.008%) Polystyrene-100 mL Sterilized

Short HoldSubco ENTC

Enterococci Subcontract

Subcontract CAS:ABL2 (0.347 days)

0 Z -- No bottle required

SKL

Sub Hold: PM Attn

Subcontract

100S

SUB Shipped

Date	Time	Relinquished		Received	
		Printed Name	Affiliation	Printed Name	Affiliation
		Signature		Signature	
		Printed Name	Affiliation	Printed Name	Affiliation
		Signature		Signature	
		Printed Name	Affiliation	Printed Name	Affiliation
		Signature		Signature	
		Printed Name	Affiliation	Printed Name	Affiliation
		Signature		Signature	



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RFB# 2023-612-01 Enterococci

Sample Recieved on Ice?

☐ Yes

☐ No

Cooler/Sample Secure?

☐ Yes

☐ No

If Shipped: Tracking Number & Temp - See Attached

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PO Number

RFB# 2023-612-01 PPS

☐ Hand Delivered by Client to Region or LAB

Matrix: Non-Potable Water

Sampler Printed Name

Sampler Affiliation

Sampler Signature

Samples Radioactive? ☐

Samples Contains Dioxin? ☐

Samples Biological Hazard? ☐

Ana-Lab #
(Lab Only)

Sample ID

Bottles

Date

Time

Notes

0

On Site Testing

Click

Field Cl2 Check for CNa

Field Cl2 Check for CNa

Collected By _____ Date _____ Time _____ Analyzed By _____ Date _____ Time _____

Results _____ Units _____ Duplicate _____
S2Ck Field Sulfide Check for CNa

Field Sulfide Check for CNa

Collected By _____ Date _____ Time _____ Analyzed By _____ Date _____ Time _____

Results _____ Units _____ Duplicate _____
2 Amber Glass Qt w/Teflon lined lid

NELAC

!PPR

TTO Pesticides

EPA 608.3 (7.00 days)

z

#MDR

For use with !PPR only

EPA 617 (7.00 days)

2

Glass Vial 40 mL (Zero Headspace) w/Teflon lined lid



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RFB# 2023-612-01 PPS

NELAC Short Hold **SAAE** Acrolein/Acrylonitrile Exp. EPA 624.1 (3.00 days)

1 **H2SO4 to pH <2 Amber Glass 250 mL w/Teflon lined lid**

NELAC **Phna** Phenolics, Total Recoverable EPA 420.4 1 (28.0 days)

4 **Amber Glass Qt w/Teflon lined lid**

NELAC **ICPR** TTO PCB EPA 608.3 (7.00 days)

2378 2,3,7,8-TCDD Scan EPA 625.1 (7.00 days)

NELAC **TTOS** TTO SVOC 40 CFR 122 Table II EPA 625.1 (7.00 days)

Short HoldSubco **ASBT** Asbestos-liquid (Electron Micros) Subcontract CAS:EMSL Houston (2.00 days)

0 **Z -- No bottle required**

CKLM Check Limits

SKL Sub Hold: PM Attn

Subcontract **S50** SUB Shipped

1 **HNO3 to pH <2 Polyethylene 500 mL for Metals**

301L Liquid Metals Digestion EPA 200.2 2.8 (180 days)

NELAC ***PbM** Lead, Total EPA 200.8 5.4 CAS:7439-92-1 (180 days)

NELAC ***NiM** Nickel, Total EPA 200.8 5.4 CAS:7440-02-0 (180 days)

NELAC ***AgM** Silver, Total EPA 200.8 5.4 CAS:7440-22-4 (180 days)

NELAC ***TIM** Thallium, Total EPA 200.8 5.4 CAS:7440-28-0 (180 days)

NELAC ***SbM** Antimony, Total EPA 200.8 5.4 CAS:7440-36-0 (180 days)

NELAC ***AsM** Arsenic, Total EPA 200.8 5.4 CAS:7440-38-2 (180 days)

NELAC ***BeM** Beryllium, Total EPA 200.8 5.4 CAS:7440-41-7 (180 days)

NELAC ***CdM** Cadmium, Total EPA 200.8 5.4 CAS:7440-43-9 (180 days)

NELAC ***CrM** Chromium, Total EPA 200.8 5.4 CAS:7440-47-3 (180 days)

NELAC ***CuM** Copper, Total EPA 200.8 5.4 CAS:7440-50-8 (180 days)

NELAC ***ZnM** Zinc, Total EPA 200.8 5.4 CAS:7440-66-6 (180 days)

NELAC ***SeM** Selenium, Total EPA 200.8 5.4 CAS:7782-49-2 (180 days)

3 **Na2S2O3 (0.008%) Glass 40 mL vial w/Teflon lined lid (zero headspace)**

NELAC Short Hold **TTOV** TTO VOC 40 CFR Pt 122 Table II EPA 624.1 (3.00 days)

1 **Glass 500 ml /clean metals w/HCl**

NELAC **245I** Low Level Mercury Liquid Metals EPA 245.7 2 (28.0 days)

NELAC ***Hgl** Mercury, Total (low level) EPA 245.7 2 CAS:7439-97-6 (28.0 days)

1 **NaOH to pH >12 Polyethylene 250 mL/amber**

NELAC **CNa** Cyanide, total SM 4500-CN⁻ E-2011 (14.0 days)



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RFB# 2023-612-01 PPS

Date	Time	Relinquished	Received
		Printed Name Affiliation	Printed Name Affiliation
		Signature	Signature
		Printed Name Affiliation	Printed Name Affiliation
		Signature	Signature
		Printed Name Affiliation	Printed Name Affiliation
		Signature	Signature
		Printed Name Affiliation	Printed Name Affiliation
		Signature	Signature

Sample Recieved on Ice?

☐ Yes

☐ No

Cooler/Sample Secure?

☐ Yes

☐ No

If Shipped: Tracking Number & Temp - See Attached

accredited column designates accreditation by A - A2LA, N - NELAC, or z - not listed under scope of accreditation. Unless otherwise specified, ANA-LAB shall provide these ordered services pursuant to our Standard Terms & Conditions Agreement (available for download from the welcome page at <<http://www.ana-lab.com>>). Ana-Lab personnel collect samples as specified by Ana-Lab SOP #000323.

Comments



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JACY
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PO Number

RFB# 2023-612-01 ortho-p

☐ Hand Delivered by Client to Region or LAB

Matrix: Non-Potable Water

Sampler Printed Name

Sampler Affiliation

Sampler Signature

Samples Radioactive? ☐

Samples Contains Dioxin? ☐

Samples Biological Hazard? ☐

Ana-Lab #
(Lab Only)

Sample ID

Bottles

Date

Time

Notes

1

Polyethylene Quart

Short Hold

14PL

Ortho - Phosphate (PO4)

EPA 300.0, Rev. 2.1 (2.00 days)

Date	Time	Relinquished		Received	
		Printed Name	Affiliation	Printed Name	Affiliation
		Signature		Signature	
		Printed Name	Affiliation	Printed Name	Affiliation
		Signature		Signature	
		Printed Name	Affiliation	Printed Name	Affiliation
		Signature		Signature	
		Printed Name	Affiliation	Printed Name	Affiliation
		Signature		Signature	



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RFB# 2023-612-01 ortho-p

Sample Recieved on Ice? ☐ Yes ☐ No

Cooler/Sample Secure? ☐ Yes ☐ No If Shipped: Tracking Number & Temp - See Attached

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PO Number

RFB# 2023-612-01 alkt

☐ Hand Delivered by Client to Region or LAB

Matrix: Non-Potable Water

Sampler Printed Name

Sampler Affiliation

Sampler Signature

Samples Radioactive? ☐

Samples Contains Dioxin? ☐

Samples Biological Hazard? ☐

Ana-Lab #
(Lab Only)

Sample ID

Bottles

Date

Time

Notes

1

Polyethylene Quart

NELAC

AlkT

Total Alkalinity (as CaCO₃)

SM 2320 B-2011 (14.0 days)

Date	Time	Relinquished		Received	
		Printed Name	Affiliation	Printed Name	Affiliation
		Signature		Signature	
		Printed Name	Affiliation	Printed Name	Affiliation
		Signature		Signature	
		Printed Name	Affiliation	Printed Name	Affiliation
		Signature		Signature	
		Printed Name	Affiliation	Printed Name	Affiliation
		Signature		Signature	



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RFB#2023-612-01 alkt

Sample Recieved on Ice? ☐ Yes ☐ No
Cooler/Sample Secure? ☐ Yes ☐ No If Shipped: Tracking Number & Temp - See Attached

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PO Number

RFB# 2023-612-01 mpnw

☐ Hand Delivered by Client to Region or LAB

Matrix: Non-Potable Water

Sampler Printed Name

Sampler Affiliation

Sampler Signature

Samples Radioactive? ☐

Samples Contains Dioxin? ☐

Samples Biological Hazard? ☐

Ana-Lab #
(Lab Only)

Sample ID

Bottles

Date

Time

Notes

1

Na2S2O3 (0.008%) Polystyrene-100 mL Sterilized

NELAC Short Hold

MPNW

MPN, E.coli, Col.-18 - Non-Pot

SM 9223 B-2004 (0.333 days)

Date	Time	Relinquished		Received	
		Printed Name	Affiliation	Printed Name	Affiliation
		Signature		Signature	
		Printed Name	Affiliation	Printed Name	Affiliation
		Signature		Signature	
		Printed Name	Affiliation	Printed Name	Affiliation
		Signature		Signature	
		Printed Name	Affiliation	Printed Name	Affiliation
		Signature		Signature	



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RFB# 2023-612-01 mpnw

Sample Recieved on Ice?

☐ Yes

☐ No

Cooler/Sample Secure?

☐ Yes

☐ No

If Shipped: Tracking Number & Temp - See Attached

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PO Number

RFB# 2023-612-01 cu

☐ Hand Delivered by Client to Region or LAB

Matrix: Non-Potable Water

Sampler Printed Name

Sampler Affiliation

Sampler Signature

Samples Radioactive? ☐

Samples Contains Dioxin? ☐

Samples Biological Hazard? ☐

Ana-Lab #
(Lab Only)

Sample ID

Bottles

Date

Time

Notes

1

HNO3 to pH <2 Polyethylene 500 mL for Metals

301L Liquid Metals Digestion

EPA 200.2 2.8 (180 days)

NELAC

*CuI Copper

EPA 200.7 4.4 CAS:7440-50-8 (180 days)

Date	Time	Relinquished		Received	
		Printed Name	Affiliation	Printed Name	Affiliation
		Signature		Signature	
		Printed Name	Affiliation	Printed Name	Affiliation
		Signature		Signature	
		Printed Name	Affiliation	Printed Name	Affiliation
		Signature		Signature	
		Printed Name	Affiliation	Printed Name	Affiliation
		Signature		Signature	



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RFB# 2023-612-01 cu

Sample Recieved on Ice? ☐ Yes ☐ No

Cooler/Sample Secure? ☐ Yes ☐ No

If Shipped: Tracking Number & Temp - See Attached

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PO Number

RFB# 2023-612-01 pft

☐ Hand Delivered by Client to Region or LAB

Matrix: Non-Potable Water

Sampler Printed Name

Sampler Affiliation

Sampler Signature

Samples Radioactive? ☐

Samples Contains Dioxin? ☐

Samples Biological Hazard? ☐

Ana-Lab #
(Lab Only)

Sample ID

Bottles

Date

Time

Notes

1

Glass Qt w/Teflon lined lid

NELAC

PFT

Paint Filter Test

EPA 9095B (180 days)

Date	Time	Relinquished		Received	
		Printed Name	Affiliation	Printed Name	Affiliation
		Signature		Signature	
		Printed Name	Affiliation	Printed Name	Affiliation
		Signature		Signature	
		Printed Name	Affiliation	Printed Name	Affiliation
		Signature		Signature	
		Printed Name	Affiliation	Printed Name	Affiliation
		Signature		Signature	



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RFB# 2023-612-01 pft

Sample Recieved on Ice?

☐ Yes

☐ No

Cooler/Sample Secure?

☐ Yes

☐ No

If Shipped: Tracking Number & Temp - See Attached

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Comments



Statement of Qualifications
&
Technical Experience



Testing the Limits of Science and Service

Quality Environmental Chemistry Since 1965

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Fax (903) 984-5914

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corp@ana-lab.com](https://www.ana-lab-work.com/corp@ana-lab.com)

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SECTION 1

INTRODUCTION & STRUCTURE

Introduction

Ana-Lab Corporation is a 100% Employee Owned Corporation. Founded by Dr. Charles H. Whiteside in 1965, Ana-Lab has been providing superior environmental testing and legally defensible data to thousands of federal, state, commercial, industrial, municipal, and private clients for almost five decades. The company's laboratory and corporate offices are located in Kilgore, Texas. Additionally, the company has 7 Regional Service Centers providing on-site sales, sampling, and service to 10 states, Canada, Mexico, and Central America.

By providing the very best analytical services and maintaining the highest ethical standards our Ana- Lab team has earned the most prestigious quality assessments and certifications in the industry, including the following:

- National Environmental Laboratory Accreditation Program (NELAP #T104704201-19-16)
- American Association for Laboratory Accreditation (A2LA) ISO/IEC 17025 (0637-01)
- The U. S. Environmental Protection Agency (EPA)
- The U. S. Department of Agriculture (USDA)
- Texas Department of Health Lead Firm
- Departments of Environmental Quality in AR, LA, OK, and TX
- The U. S. EPA Environmental Response Laboratory Network (ERLN) member
- The U. S. EPA Water Laboratory Alliance Network (WLAN) member

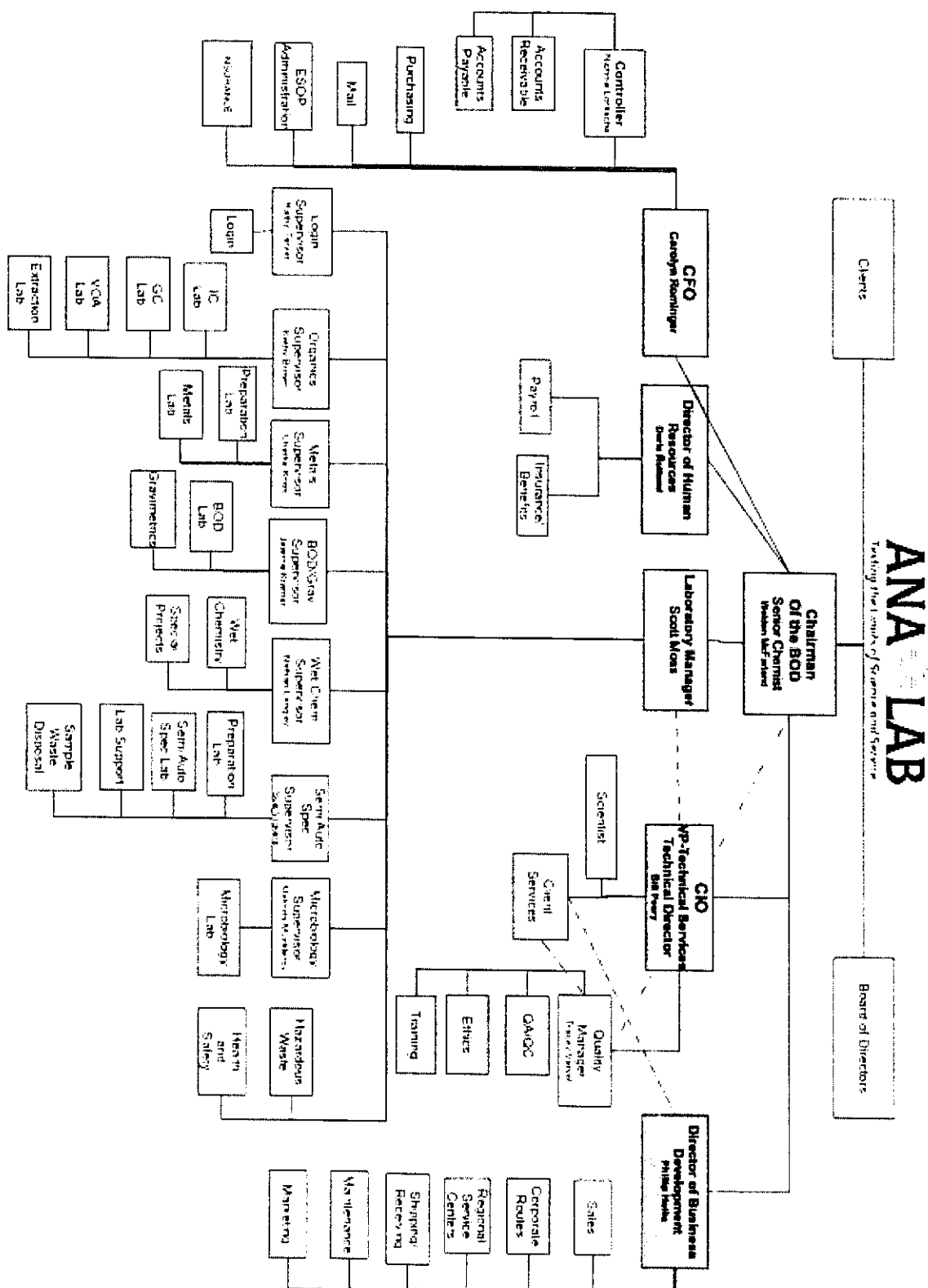
Focusing on quality reporting and rapid turn-around, Ana-Lab works directly with our clients to provide whatever environmental lab services are needed. We offer full analytical testing of waste water, drinking water, groundwater, and solid waste for a full range of parameters including heavy metals, priority pollutants, herbicides, pesticides, and PCBs.

Ana-Lab ably provides custom services. We will arrive at your location, on your time schedule, collect only the samples you designate, transport them safely to our laboratory, analyze them according to EPA methods, then print and mail (and/or email) reports to you. If you require special services at any point, just call. Ana-Lab is able to customize sampling plans, methods, and reports to meet your regulatory needs.

Finally, our secured web-based Laboratory Information Management System (LIMS) or WebLDS provides clients with secure, real-time, 24hr access to their data. Clients are able to monitor the progress of their samples from login through data reporting as tests are completed in our laboratory. WebLDS provides solid communication between our clients and lab personnel.

Organizational Structure

.. BLUE DENOTES EXEC TEAM



Business Credentials/Policies

Small Business Classification

Ana-Lab Corporation is defined under an Employee Owned Stock Ownership Plan (ESOP) and is classified as a small business (< \$12MM) as defined by the Federal Government NAICS 541380 Testing Laboratories procurement guidelines.

Affirmative Action

Ana-Lab Corporation submits annual Employer Information Reports (both type 2 and type 8) in Texas. The State of Texas designation for Ana-Lab report registration is: CO = T511161

Dun & Bradstreet

DNS # 058667809

Commercial and Government Entity Code (CAGE Code)

44149

Federal Tax ID

75-1255643

Incorporation

Charter No. 238677 (August 1967)

Insurance

Professional Liability: \$1MM/\$2MM aggregate

Pollution Liability: \$2MM

Excess Liability: \$4MM

General Liability: \$1MM/\$2MM aggregate

Employer's Liability: \$1MM

Vehicle Liability: \$1MM

Our Mission: embrace transformation, elevate our client experience, and cultivate opportunity for our team.

Values:

We STRIVE to provide superior analytical laboratory services while upholding our core values.

- SAFETY – the safety of our team, our partners, our environment, and the consumer are critical to our success.
- TEAM – Our greatest strengths are the expertise, diversity, and interdependence of our team.
- RESULTS – Accurate and timely results are the cornerstone for informed decision-making.
- INTEGRITY – We will always do what is right for our partners and our team.
- VISION – With vision and foresight our potential is unlimited,
- EXCELLENCE – We foster an environment that encourages continuous improvement. Innovation is key to providing unique and useful solutions.

SECTION 2

LOCATIONS

Centralized Laboratory

Corporate Headquarters
Ana-Lab Corporation
2600 Dudley Road
P.O. Box 9000
Kilgore, Texas 75663
Phone: 903-984-0551
Fax: 903-984-5914
Email: corp@ana-lab.com

Regional Service Centers

ArkLaMiss Regional Office 4720 Viking Dr, Suite A Bossier City, Louisiana 71111 Phone/Fax: 318-219-9300 Email: arkla@ana-lab.com	Oklahoma Regional Office 1824 Atchison Dr, Suite F Norman, Oklahoma 73069 Phone/Fax: 405-590-2533 Email: oklahoma@ana-lab.com
Central Texas Regional Office 8101 Cameron Road, Suite 305 Austin, Texas 78754 Phone/Fax: 512-821-0045 Email: centex@ana-lab.com	Panhandle Regional Office 6501 Storage Dr Amarillo, Texas 79110 Phone/Fax: 806-679-8459 Email: panhandle@ana-lab.com
Gulf Coast Regional Office 4141 Directors Row, Suite C Houston, Texas 77092 Phone/Fax: 281-333-9414 Email: gulfcoast@ana-lab.com	Rio Grande Regional Office 2039 E. Price Rd, Suite E Brownsville, Texas 78521 Phone/Fax: 956-831-6437 Email: rgvtex@ana-lab.com
North Texas Regional Office 11105 Shady Trail, Suite 123 Dallas, Texas 75229 Phone/Fax: 903-987-1490 Email: northtex@ana-lab.com	

SECTION 3

STAFF

Senior Management Team

The Senior Management Team includes the following members (with detailed biographical summaries for technical members in below):

Chairman of the Board	Weldon McFarland	Weldon@ana-lab.com
Vice President- Technical Services (Technical Director)	Bill Peery, M.S.	bpeery@ana-lab.com
Chief Financial Officer	Carolyn Rominger	crominger@ana-lab.com
Director of Laboratory Operations	Scott Moss	scottm@ana-lab.com
Director of Business Development	Philip Hollis	philip@ana-lab.com
Quality Manager	Tracey Varvel, M.S.	tvarvel@ana-lab.com

Corporate Officers

The Corporate Officers include the following:

Weldon H. McFarland, PhD.
Bill Peery, Jr.
Carolyn Rominger

-
-
-

Chairman of the Board
Vice President- Technical Services
CFO and Secretary

Key Technical Staff

Ana-Lab Corporation is staffed with highly educated, technically trained, and diversely experienced chemists and technicians. For a complete and updated list of the main technical staff for the organization (laboratory and field staff) please visit our website at <https://www.ana-lab-work.com/index.php/our-team/>.

SECTION 4

ANALYTICAL CAPABILITIES

Analytical Equipment List Summary

GC (9)	ICP/MS (3)	TOX analyzer (1)
GC/MS VOA (3)	ICP/AES (2)	TOC analyzer (2)
GC/MS SVOA (3)	Discrete analyzer (1)	Hg CVAAS (2)
HPLC (4)	Segregated flow analyzer (2)	Hg CVAFA (1)
LC/Tandem MS/MS (2)	IC (3)	Cr+6 Low Level (2)

Our significant equipment listed above, coupled with our extensively experienced staff affords us the opportunity to accurately analyze parameters by methods approved by both federal and state regulatory agencies. Logging an average of 93,000 samples annually we routinely analyze by the following methods:

- Standard Methods for the Examination of Water and Wastewater
- American Society for Testing and Materials (ASTM)
- EPA Methods for the Determination of Metals in Environmental Samples
- EPA Methods for the Determination of Organic Compounds in Drinking Water
- EPA Methods for Chemical Analysis of Water and Wastes
- EPA Test Methods for Evaluating Solid Waste (SW-846)
- EPA 40 CFR Part 136
- Other client-requested methods or client-customized methods

Field Services

With our 7 Regional Service Centers located in 3 states we currently offer a full range of routine and special sampling upon request (see Section 2). All sales and sampling is performed by our technical field staff with the following minimum training:

- Trained to conduct both sampling and on-site field analysis, pursuant to NELAP standards
- Trained to conduct routine level C and D sampling

For more specialized sampling (unknown substance sampling, pressurized environments, or other highly specialized environments and industrial hygiene project planning and sampling) Ana-Lab provides a specially trained field team that can accommodate level A and B sampling, including confined space entries.

As such, Ana-Lab routinely samples and analyzes samples in support of the following programs:

- Air Force Center for Environmental Excellence (AFCEE)
- Army Corps of Engineers (ACOE)
- Clean Air Act (CAA)
- Comprehensive Environmental Response, Compensation, & Liability Act (CERCLA)
- Clean Water Act (CWA)
- National Pollutant Discharge Elimination System (NPDES)
- Resource Conservation & Recovery Act (RCRA)
- Safe Drinking Water Act (SDWA)

With Ana-Lab field services, clients are able to conduct business with us from your location as follows:

- Client will visit with a technical sales representative in person regarding your analytical needs or permit requirements.
- Technical sales representative will make arrangements with the closest Regional Service Center to conduct the appropriate sampling with the necessary chain-of-custody forms, sampling containers, sampling protocol, and safety procedures.
- Regional Service Center management team will conduct the sampling, on-site analysis, and ship samples to the corporate laboratory pursuant to the 49 CFR Part 173.4 shipping guidelines.
- Client will have access to WebLDS to track sample analysis progression through the laboratory, and receive secured electronic data results and invoices to their email account.
- Technical sales representatives will conduct follow-up visits to ensure service quality.

Finally, Ana-Lab offers complete client consultation for sample analysis and data interpretation. Clients are invited to ask Technical sales representatives or corporate laboratory staff direct questions related to the data outcomes and related quality assurance data to ensure a completely satisfied service experience. To facilitate this, Ana-Lab staffs multiple project management staff members, in addition to the local Technical sales staff and laboratory technicians.

SECTION 5

QUALITY ASSURANCE

QA Program Design and Ethics

Ana-Lab Corporation's structure is built upon quality management systems theory. Consequently, all programs from human resources and sales to laboratory analyses and information management are designed according to quality systems thinking. Additionally, all programs and employees are responsible for contributing to the most deliberate continuous improvement systems with the highest integrity and care. Understandably, these aspects encompass our organizational values.

Ana-Lab senior management promotes the highest levels of quality assurance with a strong Ethics program. As such, employees are trained to understand every aspect of the Quality Policy, the Traceability Policy, and the Ethics Policy and how these critical policies affect every employee. The President, Vice President, and Director of Quality Assurance and Ethics have signed and issued the Quality Policy Statement and the Traceability Policy, and the Ethics Policy is signed annually by every employee.

Quality Policy Statement (excerpt from the Quality Manual, Rev. 25, 2018)

Ana-Lab Corporation is committed to providing superior environmental analyses and services that meet the needs of our clients.

Ana-Lab is committed to the highest quality of testing through good professional practices, modern instrumentation, and well-trained personnel. Management sets goals to achieve involvement of each employee in improving quality, reducing costs, and conforming to the client and testing requirements. Laboratory personnel are included in quality improvement planning and are involved in maintaining the quality system.

Ana-Lab's goals are to: Meet the Data Quality Objectives of the client; Comply with applicable government standards and regulations; Operate in accordance with current laboratory accreditation standards.

Ana-Lab's quality objectives are to maintain standards for laboratory competence that are outlined in ISO 17025, NELAC, NLLAP, TNLAP, and GALP. Specific quality requirements of regulatory agencies and clients are also implemented. Together these provide the maximum opportunity to produce accurate and reproducible analytical results.

Ana-Lab's quality objectives are to: Assure the data produced is reliable; Assure the data and documentation meet or exceed the client's Data Quality Objectives; Assure adequate documentation control; Enable personnel to identify and implement preventative and corrective actions necessary to ensure data integrity; Meet requirements of regulatory agencies and organizations providing recognition; Provide a system for continuous improvement.

All employees are trained for the testing and administrative activities in which they are involved and are familiar with the quality documentation and implementation of the policies and procedures in their work. Monthly training sessions with all employees address issues in the quality system.

Traceability Policy Statement (excerpt from the Quality Manual, Rev. 25, 2018)

Ana-Lab is a testing laboratory. Calibrations verified in-house are traceable to national or international standards. Only accredited calibration laboratories are contracted to perform external calibrations and services.

Ethics Policy Statement (excerpt from the Quality Manual, Rev 25, 2018)

Ana-Lab's heritage has as its core the ethical treatment of everyone involved with our business. As a corporate community we embrace our heritage of integrity and strive to live by the following principles: Fairness and honesty in all our relationships; Mutual respect; A respect for ourselves and others; A sense of caring that leads us to act responsibly toward each other and society; Loyalty to our clients and one another; A spirit of open-mindedness as we deal with all; Dedication to service; Good stewardship of our resources; A commitment to flexibility and continuous improvement.

We each take personal responsibility to live these values in all our dealings, knowing full well our pledge may involve difficult choices, hard work, and courage.

All aspects of Ana-Lab's business are ultimately addressed through the quality program in the form of Standard Operating Procedures (SOPs). Pursuant to ISO 17025 SOPs are in place and reviewed annually for the organizational structure, the quality system, personnel training and conduct, test methods and operating procedures, accommodations and environmental conditions, purchasing and supplies, sample management, quality control, preventative and corrective actions, records, waste disposal, and safety.

EH&S

Environmental health and safety concerns every aspect of Ana-Lab's commercial laboratory business. Business administration, sales, field work, and laboratory work all have unique environments with subsequent potential threats to the EH&S of employees.

In an effort to mitigate these potential threats Ana-Lab systems are designed with extensive training and monitoring programs in all areas of business. However, Ana-Lab senior management takes the training and monitoring systems to a higher level than required, as detailed in the Quality Manual and the Chemical Hygiene Plan.

One of the most notable aspects of the EH&S management system is the 40hr HAZWOPER (Hazardous Waste Operations) training for field employees and select laboratory employees, rather than the industry-wide 8hr HAZCOM (Hazardous Communications) training. This advanced training helps to ensure that affected employees are most vigilant in recognizing and addressing potential EH&S threats to themselves and the environment.

A description of the EH&S program can be found in part in both the Quality Manual (waste disposal and safety) and the Chemical Hygiene Plan (chemical storage, use, transportation, and disposal).

Proficiency Testing Scores

Ana-Lab regularly participates in numerous national and industry-related proficiency testing programs and audits. Many of these audits are successfully conducted at the request of our clients utilizing independent, third party audit teams.

In addition to our clients' audits Ana-Lab participates in the following regulatory proficiency test programs:

- Water Pollution (chemistry and microbiological)
- DMR
- Water Supply (chemistry and microbiological)
- Soil

Program	Vendor	2019 Pass Rate (%)	2017-2019 Pass Rate (%)
Water Pollution	ERA	96	97
DMR	We use as WP Study as our DMRQA study.		
Water Supply	ERA	93	94
Soil	ERA	98	95

Certifications/Accreditations

We at Ana-Lab have earned many awards, certifications, and accreditations that confirm Ana- Lab's consistent quality work. We regularly participate in laboratory service evaluations among our strongest competitors, demonstrating our ability to successfully service clients while providing the highest level of data integrity and accuracy.

Recognition and Awards

- ACIL Seal of Excellence annually 2004 – 2017
- ACIL Customer Service Quality Award 2016-2017
- ACIL Top Ten In Customer Satisfaction 2007
- ACIL Proficiency Award 2007
- ACIL Timeliness Award 2007
- Better Business Bureau Torch Award 2006
- Texas Association of Business Don Kaspar Award 2010

EPA Approvals

- USEPA UCMR Approved Perchlorate Laboratory
- Texas Commission on Environmental Quality Approval for TOC
- EPA Approval for Determination of Inorganic Anions by IC under EPA Method 300.0
- EPA Approval for Wastewater Analysis using ICP/MS under EPA Method 200.8
- USEPA Approved for UCMR4 Bromide and TOC Samples

Certifications/Accreditations

(See <https://www.ana-lab-work.com/index.php/accreditations/> to download a PDF of our Scope of Accreditation(s))

- A2LA ISO17025 (0637-01)
- Arkansas DEQ Certification
- Louisiana DEQ NELAP Accreditation (NELAP #02008)
- Louisiana DHH Drinking Water Certificate
- Oklahoma DEQ Laboratory Accreditation Program
- TCEQ DW Commercial Lab Approval
- TCEQ NELAP accreditation (NELAP #T104704201-19-16)
- Texas Dept of Health Certification of Lead Assessor (3 individuals certified)
- USDA Soil Permit (foreign soils)

SECTION 6

DATA MANAGEMENT

Data Management and Security

Pursuant to ISO 17025 and NELAP standards all client data records are maintained in a highly secured database and subjected to Records Management and Electronic Data Security management SOPs. Unless a longer retention time is specified, records are held secure and in confidence for 5 years from the date of completion and then disposed of in a manner to preserve confidentiality. Environmental Lead (Pb) records are retained for 10 years. Hazardous waste records are retained permanently. Business records are retained appropriately for the type of record.

Often, original paper records are replaced with scanned images in an effort to reduce the laboratory's carbon footprint.

As a matter of confidentiality reports are only issued to the client. However, if the client desires others to receive reports this request must be made to the laboratory in writing.

Analytical data is recorded directly into the laboratory information management system (LIMS) via software specifically designed to interface instrumentation with the LIMS. Data is appropriately stored in LIMS backups and archived electronically. Data that cannot be reprinted is scanned into the network and archived electronically.

All analytical data leading to the final report are subjected to the most stringent data verification process. Data is reviewed to verify its accuracy, repeatability, and integrity. If acceptable the data is verified during the second level of review and released to be printed on the analytical report. Any quality control outside acceptable control limits is evaluated for significance of nonconformity by the QA department.

For more detailed information please reference the Quality Manual.

LIMS/LDS

The laboratory's LIMS system is available for all clients via Ana-Lab's customized WebLDS (web- based Laboratory Data System). Clients are encouraged to visit Ana-Lab's website, login with their email address and a secured password, and review their samples and subsequent data from the point of sample login to verification. As such, WebLDS affords clients the ability to watch their samples be converted into usable data throughout the entire laboratory process.

One of the most notable advantages of WebLDS reported by clients is the ability to view one's sample history compared to more recent samples. Additionally, early detection of potential problems is feasible with one's ability to review and consider data even prior to the data verification.

Finally, TRRP Level 4 reporting and other raw data sets are also available for direct download from WebLDS into clients' computer terminals. This value-added benefit of data packaging makes project management a team effort with the laboratory and the client.

Electronic Data Deliverables

Ana-Lab is proud to offer electronic data deliverable packages in any number of designs appropriate for the project or client. This ability to customize data packages affords the client the opportunity to communicate with the laboratory QA staff to determine the most practical or specifically detailed data package necessary to complete a project. QA staff work closely with the information technology (IT) staff to ensure that data is packaged into files appropriate for web-based, email-based, or client-owned database direct transfer.

SECTION 7

PROJECT EXPERIENCE

Federal

Type	Description	Category
DOD Contractor	Perchlorate sampling and analysis in Arkansas	RCRA, CERCLA, CWA, TRRP
DOD – USAF	Low-flow groundwater, soil, confined space entry sampling, 90 day holding facility sampling, wastewater sampling and analysis in NM	RCRA, CWA, TRRP
DOD – USACE, AFCEE	Base closure monitoring, groundwater analysis for perchlorate and explosives in NM, low-flow groundwater	RCRA, CERCLA, TRRP
DOD – USAR	Groundwater sampling and analysis in GA	RCRA, TRRP
DOD – USACE, FAA	Water quality sampling and analysis for routine monitoring in multiple states	CWA, TRRP
DOT – USCG	Groundwater sampling and analysis in NC	RCRA, CERCLA
DOD – USDA DOT – USEPA	Various sampling and analysis in numerous states	RCRA, CERCLA, SARA, CWA, CAA, TRRP

Municipal

Type	Description	Category
Wastewater Plant	Various sampling and analysis in numerous states	CWA
Water Treatment Plant	Various sampling and analysis in numerous states	CWA, SDWA
Landfill	Various sampling and analysis in numerous states	RCRA, NPDES, SDWA
Municipal Laboratory	Various subcontracted analysis in multiple states	CWA, CAA, RCRA, SDWA
Forensics Laboratory	Selected investigative analysis in TX	Special

Engineering

Type	Description	Category
Construction Engineering	Industrial hygiene project planning, sampling, analysis, and data interpretation	AIHA
Ecological Engineering	Sampling and analysis of plant fauna, animal tissue, and soil	Special

Environmental Engineering	Various sampling, analysis, and data interpretation for water, storm water, drinking water, wastewater, soils, materials, air, and gases in multiple states	CERCLA, SARA, NPDES, CAA, CWA, RCRA, AIHA, TRRP, SDWA
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Industrial (multi-state)

Type	Description	Category
Oil and Gas Refining	Sampling and analysis of wastewater, storm water drinking water, process and blowdown water, air, gas, soil, and oil products	RCRA, CAA, CWA, NPDES, ASTM, SDWA
Fertilizer Manufacturing	Sampling and analysis of wastewater, storm water, soil, air, gas, process water, blowdown water, and ammonia products	RCRA, CAA, CWA, NPDES, customized methods
Mining	Lignite overburden analysis	SM, ASTM, and customized methods
Animal Feeding, Packaging, and Rendering	Wastewater, storm water, drinking water, process water, soil, and sludge sampling and analysis	RCRA, CWA, NPDES, SDWA
Pharmaceutical Manufacturing	Wastewater, storm water, drinking water, process water, soil, and sludge sampling and analysis	RCRA, CAA, CWA, NPDES, customized methods
Automotive Manufacturing	Wastewater, storm water, drinking water, process water, soil, and sludge sampling and analysis	RCRA, CWA, NPDES, SDWA
Chemical Manufacturing	Wastewater, storm water, drinking water, process water, soil, and sludge sampling and analysis	RCRA, CAA, CWA, NPDES, ASTM, SDWA
Transfer Storage Disposal Facilities	Influent, in-process streams, final effluent water and solids sampling and analysis	RCRA, CERCLA
General Manufacturing	Wastewater, storm water, drinking water, process water, soil, and sludge sampling and analysis	RCRA, CWA, NPDES, SDWA

State

Type	Description
Texas Commission on Environmental Quality	Groundwater and soil analysis
Oklahoma Department of Environmental Quality	Groundwater and soil analysis
Louisiana Department of Environmental Quality	Groundwater and soil analysis

Foreign

TYPE	Description	Category
Foreign Government in El Salvador	Project planning, groundwater and soil sampling and analysis, and expert witnessing	International litigation
Maquiladora plants in Mexico	Routine sampling and analysis for water, drinking water, wastewater, soils, and materials	Industry

References

Cannon Air Force Base 506 N. Air Commando Way Cannon AFB, NM 88103-5136 Contact: Joaquin Madril Phone: (505) 904-6745	Barksdale Air Force Base 2 CES-CEV Suite 208 334 Davis Ave West Barksdale AFB, A 71110-2076 Contact: Bharbi Patel Phone: 318-456-3522
City of San Benito 485 N. Sam Houston San Benito, TX 78586 Contact: Adan Gonzalez Phone: (956) 399-5344	Riverbend Water Resources 228 A Texas Ave New Boston, TX 75570 Contact: Eli Hunt Phone: (903) 831-0091
City of Oklahoma City Water Department 420 West Main, 7th Floor Oklahoma City, OK 73102 Contact: Derek Johnson Phone: (405) 297-1517	City of Abilene 4209 East Lake Rd. Abilene, TX 79601 Contact: Larry Bailey Phone: (325) 676-6042
City of Marshall P. O. Box 698 Marshall, TX 75671 Contact: Nancy Pasel Phone: (903) 935-4485	City of Jacksonville P.O. Box 1390 Jacksonville, TX 75766 Contact: Jovie Hicks Phone: (903) 586-2768
City of Bryan P.O. Box 1000 Bryan, TX 77805 Contact: Mark Jurica Phone: (979) 209-5932	City of Shreveport Pretreatment P.O. Box 31109 Shreveport, LA 71130 Contact: Chris Warren Phone: (318) 673-6581
Chaparral Labs 861 Hwy 19 Huntsville TX 77320 Contact: Dave Veinotte Phone: (936) 291-1881	Agrium 9201 FM 1551 Borger, TX 79007 Contact: Adam McGhee Phone: (806) 468-0628



Jacksonville City Council

AGENDA ITEM REPORT

AGENDA DATE:	12/13/2022	ITEM NUMBER:	18.
DEPARTMENT:	Administration	PREPARED BY:	Randall Chandler, Director of Community and Public Services
INITIATED BY:	Randall Chandler, Director of Community and Public Services	EXHIBITS:	Agreement for Well # 3 ground storage tank rehabilitation, FY2022-2023 Budget Capital

EXECUTIVE SUMMARY:

As part of the 2022-2023 Capital Budget, this project is for the sandblasting and repainting of the of Water Well #3 ground storage tank located near 302 East Tena. KSA Engineering has successfully completed the rehabilitation and repainting of Water Well # 2 ground storage tank located on US Highway 79 West. Most recently they completed the SWTP Day Tank Rehabilitation and repainting located on Kickapoo Street. The Engineer's total construction estimate for the Water Well #3 project is \$315,000.00. The work order for Engineering Services, which is included in the total estimate, will be \$102,800.00. Their services included in that fee will be for Preliminary Design, Final Design, Bidding, and Construction Administration.

RECOMMENDED ACTION:

Staff recommends approval of the work order agreement with KSA Engineering.

BID AND AWARD:

As part of the Capital Projects within the Utility Fund for FY 2022-2023, \$425,000.00 was approved for this project.

BUDGET DATA:

BUDGET JUSTIFICATION:

STRATEGY MAP

Citizens First	Strengthen Neighborhoods	Manage the "Business"	Focus on Infrastructure	Planning and Preparedness
1.1 Customer-centric service and processes ☐	2.1 Code compliance and updates ☐	3.1 Maintain a well-trained professional workforce ☐	4.1 Assess the condition of infrastructure ☐	5.1 Diversify the tax base ☐
1.2 Leverage the talent and input of citizens ☐	2.2 Parks, recreation, and community building ☐	3.2 Proactively seek process improvements ☐	4.2 Strengthen routine maintenance programs ☐	5.2 Leverage and maximize City facilities ☐
1.3 Transparent and engaging communication ☐	2.3 Community policing and crime prevention ☐	3.3 Ensure financial stability and stewardship ☐	4.3 Adopt a capital improvement program ☐	5.3 Disasters and emergencies ☐
1.4 Ensure value of services ☐	2.4 Preserve and revitalize existing neighborhoods ☐	3.4 Pursue partnerships and grants ☐	4.4 Protect natural resources ☐	5.4 Comprehensive community planning ☐

POLICY/GOAL CONSIDERATION:

This project is part of the Water Production Departments' continued R/M of its water treatment components to stay in compliance with the TCEQ and provide the highest quality water to our citizens. This project aligns very well with the newly derived City of Jacksonville Strategy Map that is noted as a commitment of "Focus on Infrastructure" and, more specifically, "4.2 Strengthen Routine Maintenance Programs".

LEGAL:

TASK ORDER FORM

This is Task Order No. 101154,
consisting of 6 pages,
dated _____.

KSA Project Number: 101154

Owner Project (or Purchase Order) Number:

Project Name: Well No. 3 Ground Storage Tank Rehabilitation

In accordance with paragraph 1.01 of the Standard Form of Agreement Between Owner and Engineer for Professional Services – Task Order Edition, dated February 18, 2019 ("Agreement"), Owner and Engineer agree as follows:

1. Specific Project Data

- A. Owner: City of Jacksonville
- B. Title: Well No. 3 Ground Storage Tank Rehabilitation
- C. Description: Provide professional services for the development of construction contract documents for the rehabilitation of one 250,000 gallon steel ground storage tank at the Well No. 3. The estimated construction cost is \$315,000 with a construction contract time of 4 months. The work shall consist of:
 - Sandblasting and coating interior and exterior of the one (1) tank.
 - Application of one (1) logo.
 - Removal and replacement of one (1) tank roof.
 - Removal and replacement of one (1) tank interior ladder.
 - Replacement of one (1) tank float level gauge with a pressure gauge assembly.
 - Replacement of one (1) tank's level probes with a level indicating transmitter.
- D. Number of Construction Contracts: 1

2. Services of Engineer

- A. Provide the services in Exhibit A – Schedule of Engineer's Services as outlined below:
 - a. *Study and Report Phase:*
Not Included
 - b. *Preliminary Design Phase:*
Engineer shall provide the services outlined in Paragraph A1.02 of the Agreement.
 - c. *Final Design Phase:*
Engineer shall provide the services outlined in Paragraph A1.03 of the Agreement.
 - d. *Bidding or Negotiating Phase:*
Engineer shall provide the services outlined in Paragraph A1.04 of the Agreement.
 - e. *Construction Phase:*
Engineer shall provide the services outlined in Paragraph A1.05 of the Agreement.

- f. Commissioning Phase (or Operational Phase):*
Engineer shall provide the services outlined in Paragraph A1.06 of the Agreement.

- B. Additional Services of ENGINEER: As noted below, the ENGINEER is hereby authorized to perform the following additional services as outlined in Exhibit A – Paragraphs 2.01 and 2.02:

Included	Excluded		
☐	☐	a.	Design Survey
☐	☐	b.	Grant or Loan Application
☐	☐	c.	Storm Water Pollution Prevention Plan
☐	☐	d.	Environmental Assessment
☐	☐	e.	Environmental Information Document
☐	☐	f.	Resident Project Representative Services
☐	☐	g.	Construction Survey (Baselines and Benchmarks)
☐	☐	h.	Geotechnical Investigation
☐	☐	i.	Materials Testing
☐	☐	j.	Analytical Testing
☐	☐	k.	Reimbursable Expenses (Mileage, Printing, Postage & etc.)
☐	☐	l.	Easement or Boundary Surveys
☐	☐	m.	Easement or Boundary Descriptions
☐	☐	n.	Land Acquisition Services
☐	☐	o.	TxDOT Utility Installation Request Applications
☐	☐	p.	Operation and Maintenance Manual
☐	☐	q.	Other: Part-Time Resident Project Representative Services
☐	☐	r.	Other:
☐	☐	s.	Other:
☐	☐	t.	Other:
☐	☐	u.	Other:
☐	☐	v.	Other:
☐	☐	w.	Other:

3. Owner's Responsibilities

Owner shall have those responsibilities set forth in Article 2 and in Exhibit B, except as modified by this Task Order.

4. Times for Rendering Services

[illegible]

Note:

Should review times exceed those identified above, the project schedule will be extended accordingly.

5. Payments to Engineer

A. Owner shall pay Engineer for services rendered as follows:

Work Task	Study & Report Phase	Preliminary Design Phase	Final Design Phase	Bidding Phase	Construction Phase (See Note Two)	Commissioning Phase	Total	Payment Method (See Note 1)
Design Basic Services	\$0.00	\$18,300.00	\$12,200.00	\$7,500.00	\$0.00	\$0.00	\$38,000.00	Lump Sum
Construction Administration					\$20,000.00		\$20,000.00	
Part-Time Project Representative					\$42,800.00		\$42,800.00	
Subtotal	\$0.00	\$18,300.00	\$12,200.00	\$7,500.00	\$62,800.00		\$100,800.00	

Reimbursables	\$0.00	\$250.00	\$250.00	\$250.00	\$1,250.00	\$0.00	\$2,000.00	Hourly Rate and Reimbursable Expenses
Subtotal	\$0.00	\$250.00	\$250.00	\$250.00	\$1,250.00	\$0.00	\$0.00	
Total	\$0.00	\$18,550.00	\$12,450.00	\$7,750.00	\$64,050.00	\$0.00	\$102,800.00	

Notes:

¹ Payment Method: Fees shown for services to be provided on the basis of Hourly Rates and Reimbursable Expenses as shown in Par. 6 of this Task Order are estimated only and are not considered lump sum or not-to-exceed values.

² Construction Phase Basic Service assumes a construction period of 120 consecutive calendar days. ENGINEER's work on this phase beyond the construction period will be billed at hourly rates.

6. Hourly Rates and Reimbursable Expenses Schedule

Rates for hourly work and reimbursable expenses effective on the date of this Agreement are:

Principal	\$270.00/hour
Senior Environmental Planner	\$220.00/hour
Environmental Planner	\$175.00/hour
Senior Aviation Planner	\$220.00/hour
Aviation Planner	\$180.00/hour
Senior Urban Design Planner	\$215.00/hour
Urban Design Planner	\$185.00/hour
Development Services Manager	\$195.00/hour
Electrical Engineer	\$175.00/hour
Electrical Design Engineer	\$145.00/hour
Mechanical Engineer	\$185.00/hour
Senior Project Manager	\$230.00/hour
Project Manager	\$175.00/hour
Senior Project Engineer	\$170.00/hour
Project Engineer	\$150.00/hour
Senior Design Engineer	\$130.00/hour
Design Engineer	\$115.00/hour
Senior Project Architect	\$215.00/hour
Project Architect	\$145.00/hour
Design Architect	\$105.00/hour
GIS Specialist	\$180.00/hour
Senior Engineering Technician	\$195.00/hour
Engineering Technician	\$105.00/hour
Senior Design Technician	\$125.00/hour
Design Technician	\$ 90.00/hour
Safety Manager	\$135.00/hour
Safety Specialist	\$100.00/hour
TCEQ Instructor	\$100.00/hour
Regulation Compliance Specialist	\$100.00/hour
Project Assistant	\$ 90.00/hour
Senior CAD Technician	\$ 90.00/hour
CAD Technician	\$ 85.00/hour
Senior Project Representative	\$110.00/hour
Senior Project Representative - After Hours	\$130.00/hour
Project Representative	\$ 95.00/hour
Project Representative - After Hours	\$115.00/hour
Graphic Designer	\$ 75.00/hour
Administrative Assistant	\$ 75.00/hour
Secretary	\$ 55.00/hour
Three-Man Survey Crew	\$195.00/hour
Two-Man Survey Crew	\$165.00/hour
Senior Registered Surveyor	\$175.00/hour
Registered Surveyor	\$140.00/hour
Senior Survey Technician	\$120.00/hour
Survey Technician	\$100.00/hour
Mileage	\$ 0.56/mile
ATV (4-Wheeler)	\$100.00/day
GPS	\$100.00/day
Reimbursable Expenses (Travel, Lodging, Copies, Printing)	Actual Cost
Outside Consultants	Cost + 15%

NOTE: The Standard Hourly Rates and Reimbursable Expenses Schedule shall be adjusted annually as of January to reflect equitable changes in the compensation payable to Engineer.

7. Terms and Conditions: Execution of this Task Order by Owner and Engineer shall make it subject to the terms and conditions of the Agreement (as modified above), which Agreement is incorporated by this reference. Engineer is authorized to begin performance upon its receipt of a copy of this Task Order signed by Owner.

The Effective Date of this Task Order is _____.

OWNER: City of Jacksonville

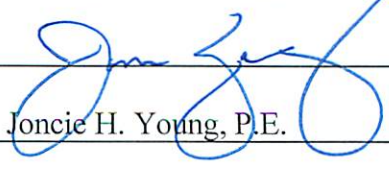
By: _____

Name: James Hubbard

Title: City Manager

Date Signed: _____

ENGINEER: KSA Engineers, Inc.

By: 

Name: Joncie H. Young, P.E.

Title: Director of Client Services

Date Signed: 10/18/2022

Engineer License or Firm's
Certificate No. F-1356

State of: Texas

DESIGNATED REPRESENTATIVE FOR
TASK ORDER:

Name: Randall Chandler

Title: Director of Community and
Public Services

Address: 1220 S. Bolton St.
Jacksonville, Texas
75766

E-Mail Address: randall.chandler@jackson
villetx.org

Phone: 903.589.3510

Fax: _____

DESIGNATED REPRESENTATIVE FOR TASK
ORDER:

Name: Jeremy Orr P.E.

Title: Municipal Team Leader

Address: 6781 Oak Hill Blvd
Tyler, Texas
75703

E-Mail Address: jorr@ksaeng.com

Phone: 903.581.8141

Fax: 888.224.9418

CITY OF JACKSONVILLE TEXAS

PEOPLE

ARE THE PRIORITY



2023

ADOPTED BUDGET



Account Number	Description	2022-2023 Adopted	2021-2022 Amended Budget	2021-2022 Projected Ending	2020-2021 Actual	2019-2020 Actual
BEGINNING FUND BALANCE		\$ 6,789,387	\$ 2,204,450	\$ 2,204,450	\$ 2,992,746	\$ 2,733,635
203-000-00-43427-000	MISCELLANEOUS GRANT REVENUE	-	58,142	58,142	-	-
INTERGOVERNMENTAL REVENUE		-	58,142	58,142	-	-
203-000-00-47510-000	INTEREST INCOME	59,190	27,600	21,481	26,728	39,466
INVESTMENT INCOME		59,190	27,600	21,481	26,728	39,466
203-000-00-48515-000	MISCELLANEOUS REVENUE	51,660	-	-	-	-
BUDGET DETAIL						
SEQUENCE	DESCRIPTION	AMOUNT				
1	Repay Utility for Water Line Ext.- sale Lake Lots	51,660				
203-000-00-48518-000	INSURANCE PROCEEDS	-	183,569	183,569	44,351	-
203-000-00-48525-000	SALE OF CAPITAL VEHICLES	-	440,000	440,000	(35,000)	84,200
BUDGET DETAIL						
SEQUENCE	DESCRIPTION	AMOUNT				
1	2020-21 Fleet Program	440,000				
203-000-00-48527-000	GAIN/LOSS DISPOSAL-FIXED ASSET	-	-	-	74,919	(62,548)
203-000-00-48529-000	CERTIFICATES OF OBLIGATION ISSUED	-	-	5,919,000	-	-
MISCELLANEOUS RECEIPTS		51,660	623,569	6,542,569	84,271	21,652
203-000-00-49553-000	TRANSFER FROM UTILITY FUND	-	-	-	-	1,331,084
TRANSFERS IN		-	-	-	-	1,331,084
TOTAL REVENUE		110,850	709,311	6,622,192	110,998	1,392,202
203-000-06-52700-000	R/M BUILDINGS & STRUCTURES	242,454	-	-	-	-
BUDGET DETAIL						
SEQUENCE	DESCRIPTION	AMOUNT				
1	4 TU3500sc Turbidimeters	17,454				
2	Filter media and surface wash arms at SWTP	225,000				
203-000-06-52702-000	R/M LIFT STATIONS	169,540	330,936	315,854	-	1,100
BUDGET DETAIL						
SEQUENCE	DESCRIPTION	AMOUNT				
1	23 HP FLYGHT Pump Model 3153 @ Lake Marina LS	19,987				
2	Lift Station Control Panel Upgrade yr. 4 of 5	22,434				
3	LS Control Panel box upgrade for Dogwood & Okeefe	19,682				
4	PO01289 Capital 2022-612-07 Woodside Lift Station	22,486				
5	PO01605 Pump For Woodlawn	4,188				
6	Tremont Lift Station Upgrade	53,850				
7	Upgrade 2 pumps at Dogwood Lift Station	10,884				
8	Woodside Lift Station Upgrade	38,515				
9	Budget Cut	(22,486)				
203-000-06-52711-000	R/M WASTEWATER PLANTS	63,493	63,493	63,493	-	-
BUDGET DETAIL						
SEQUENCE	DESCRIPTION	AMOUNT				
1	Extend Containment Area @ Sludge Press	6,990				
2	Gorman Rupp Self Priming Centrifugal Pump Housing	14,790				
3	Influent Pump @ Double Creek WWTP	37,463				
4	Repair driveway in to WWTP	105,000				
5	Wastewater Sampler	4,250				
6	Budget Cut	(105,000)				
203-000-06-52712-000	R/M WATER & WASTEWATER MAINS	5,712,047	-	-	-	-
BUDGET DETAIL						
SEQUENCE	DESCRIPTION	AMOUNT				
1	TWDB- improvements to the City's sewer system	5,712,047				
203-000-06-52713-000	R/M WATER STORAGE TANKS	54,938	925,675	919,508	47,870	129,510
BUDGET DETAIL						
SEQUENCE	DESCRIPTION	AMOUNT				
1	Online Bench Top Turbidimeter @ Water Plant	4,524				
2	PO00120 Bal of PO10812 JA.041 Kickapoo Water Tanks	9,021				
3	PO01312 Capital 22-609-07 Turbidimeter	5,393				
4	Surface Wash Arms @ Water Plant	36,000				
203-000-06-52714-000	R/M WATER WELLS	457,600	32,600	32,600	57,201	41,225



Account Number	Description	2022-2023 Adopted	2021-2022 Amended Budget	2021-2022 Projected Ending	2020-2021 Actual	2019-2020 Actual
BUDGET DETAIL						
SEQUENCE	DESCRIPTION	AMOUNT				
1	Paint Well #3 tank	425,000				
2	Replace Booster Pump Well # 5	32,600				
MAINTENANCE		6,700,072	1,352,704	1,331,455	105,071	171,836
<u>203-000-06-55812-000</u>	<u>ENGINEERING SERVICES</u>	127,115	137,450	14,210	-	18,355
BUDGET DETAIL						
SEQUENCE	DESCRIPTION	AMOUNT				
1	PO01419 Develop plans for improvement-Lake Acker	89,450				
2	PO01466 Sunnydale Lift Station SEP Project	37,665				
<u>203-000-06-55812-035</u>	<u>ENGINEERING SERVICES</u>	4,100	18,055	13,955	-	-
BUDGET DETAIL						
SEQUENCE	DESCRIPTION	AMOUNT				
1	PO01416 project 030-2121 TWDB application	4,100				
<u>203-000-06-55829-000</u>	<u>SPECIAL SERVICES</u>	28,499	-	8,074	33,808	56,485
BUDGET DETAIL						
SEQUENCE	DESCRIPTION	AMOUNT				
1	PO00121-R1 Project 030-1907 WWTR & Pretreatm	28,499				
SERVICES		159,714	155,505	36,239	33,808	74,841
<u>203-000-06-57861-000</u>	<u>BOND ISSUANCE COST</u>	-	-	206,953	-	-
DEBT SERVICE		-	-	206,953	-	-
<u>203-000-06-58880-000</u>	<u>CAPITAL BUILDINGS & STRUCTURES</u>	40,000	30,000	30,000	-	-
BUDGET DETAIL						
SEQUENCE	DESCRIPTION	AMOUNT				
1	Drying Bed @ Water Plant	30,000				
2	Electrical and Plumbing for Equip Bldg @ PCS	25,000				
3	Kitchen & Bathroom Remodel @ CPS Bldg- 50% UF	25,000				
4	Receiving Docks rehab @ PCS warehouse	10,000				
5	Standby Generator @ PCS Bldg	100,000				
6	Budget Cut	(150,000)				
<u>203-000-06-58881-000</u>	<u>CAPITAL MACHINERY & EQUIPMENT</u>	-	60,000	40,118	-	-
<u>203-000-06-58883-000</u>	<u>CAPITAL MOTOR VEHICLES</u>	-	340,830	340,830	-	-
<u>203-000-06-58889-000</u>	<u>WATER SYSTEM IMPROVEMENTS</u>	-	-	51,660	-	-
<u>203-000-06-58890-000</u>	<u>DEPRECIATION EXPENSE</u>	-	-	-	-	6,429
CAPITAL EXPENDITURES		40,000	430,830	462,608	-	6,429
<u>203-000-06-59904-000</u>	<u>TRANSFER TO WATER & WASTEWATER UTILITY FUND</u>	-	-	-	760,415	879,985
TRANSFERS		-	-	-	760,415	879,985
TOTAL EXPENSE		6,899,786	1,939,039	2,037,255	899,293	1,133,091
REVENUES / (EXPENSES)		(6,788,936)	(1,229,728)	4,584,937	(788,295)	259,111
ENDING FUND BALANCE		\$ 451	\$ 974,722	\$ 6,789,387	\$ 2,204,450	\$ 2,992,746



Jacksonville City Council

AGENDA ITEM REPORT

AGENDA DATE:	<u>12/13/2022</u>	ITEM NUMBER:	<u>20.</u>
DEPARTMENT:	<u>Council and Board</u>	PREPARED BY:	<u>Greg Lowe, City Secretary</u>
INITIATED BY:	<u>Greg Lowe, City Secretary</u>	EXHIBITS:	<u>Oct 2022 Financial Report, Police Report Nov 2022, Community and Public Services Nov. 2022 Report, Library Report November 2022, Museum Report November 22</u>

EXECUTIVE SUMMARY:

The reports that follow this agenda report form are monthly departmental reports and are part of the city manager's monthly report.

RECOMMENDED ACTION:

No action required.

BID AND AWARD:

BUDGET DATA:

BUDGET JUSTIFICATION:

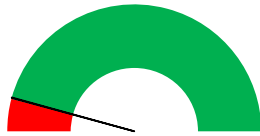
STRATEGY MAP

Citizens First	Strengthen Neighborhoods	Manage the "Business"	Focus on Infrastructure	Planning and Preparedness
1.1 Customer-centric service and processes ☐	2.1 Code compliance and updates ☐	3.1 Maintain a well-trained professional workforce ☐	4.1 Assess the condition of infrastructure ☐	5.1 Diversify the tax base ☐
1.2 Leverage the talent and input of citizens ☐	2.2 Parks, recreation, and community building ☐	3.2 Proactively seek process improvements ☐	4.2 Strengthen routine maintenance programs ☐	5.2 Leverage and maximize City facilities ☐
1.3 Transparent and engaging communication ☐	2.3 Community policing and crime prevention ☐	3.3 Ensure financial stability and stewardship ☐	4.3 Adopt a capital improvement program ☐	5.3 Disasters and emergencies ☐
1.4 Ensure value of services ☐	2.4 Preserve and revitalize existing neighborhoods ☐	3.4 Pursue partnerships and grants ☐	4.4 Protect natural resources ☐	5.4 Comprehensive community planning ☐

POLICY/GOAL CONSIDERATION:**LEGAL:**

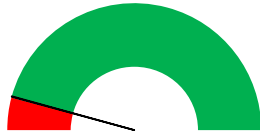
The city manager is required by the city charter to provide a monthly report to the city council.

8.5% of Annual Projection



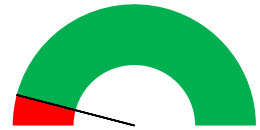
Water Sales

8.5% of Annual Projection



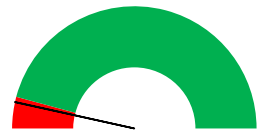
Property Taxes

8.1% of Annual Projection



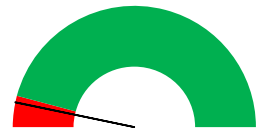
Sales Taxes

6.9% of Annual Projection



Sanitary Sewer Charges

6.5% of Annual Projection



Fees

City of Jacksonville, Texas

Financial Statement

As of October 31st, 2022

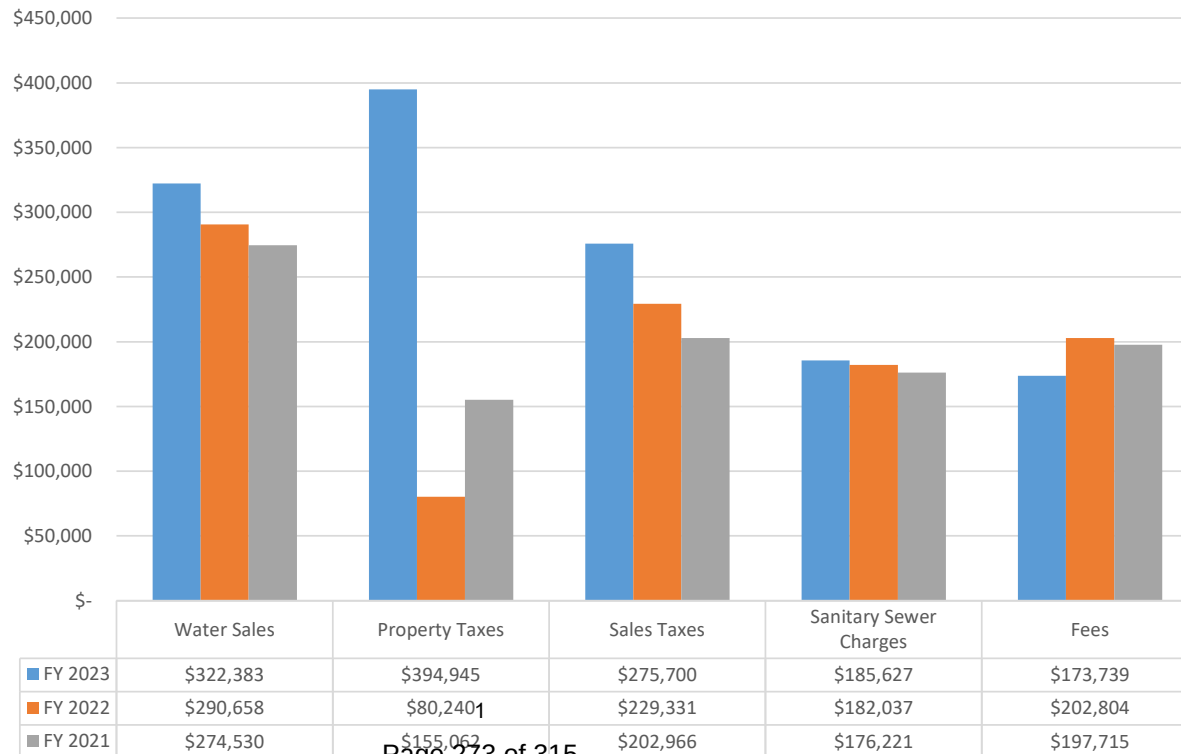
OVERVIEW

October 31st marks the beginning of the FY 2023 budget year.
Therefore, the year-to-date budget percentage for budgetary comparison is 8.3%.

As of October 31st, 2022 General & Utility Fund combined revenues are \$1,852,569.
This is greater than budgeted expectations at 8.6% of the annual budgeted amount.
FY 2023 revenues are increased \$401,073, or 27.6%, over FY 2022.

General & Utility Fund combined expenditures of \$1,119,031 are less than revenue received.
This amount is less than budgeted expectations at 5.2% of the annual budgeted amount.
FY 2023 expenditures are increased \$118,987, or 11.9%, over FY 2022.

Top 5 Revenue Sources- Comparison to Prior Fiscal Years



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PRIORITY



GENERAL FUND REVENUES

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

	October 2022					Year-To-Date					Annual				Prior Year		
	Signal	Actual	Projected	%		Signal	Actual	Projected	%		Actual	Projected	%		Actual	Projected	%
Taxes		\$ 670,645	\$ 671,373	99.9%		\$ 670,645	\$ 671,373	99.9%			\$ 670,645	\$ 8,056,476	8.3%		\$ 309,571	\$ 7,274,068	4.3%
Franchise Fees		212,961	110,833	192.1%		212,961	110,833	192.1%			212,961	1,330,000	16.0%		219,062	1,395,329	15.7%
Intergovernmental Revenue		23,351	-	0.0%		23,351	-	0.0%			23,351	-	0.0%		-	-	0.0%
Fines & Forfeiture		28,995	28,788	100.7%		28,995	28,788	100.7%			28,995	345,450	8.4%		29,202	500,387	5.8%
License & Permits		2,183	4,022	54.3%		2,183	4,022	54.3%			2,183	48,258	4.5%		5,869	49,175	11.9%
Fees & Charges For Services		173,739	224,419	77.4%		173,739	224,419	77.4%			173,739	2,693,029	6.5%		202,804	2,363,205	8.6%
Investment Income		21,085	5,785	364.5%		21,085	5,785	364.5%			21,085	69,424	30.4%		3,447	30,000	11.5%
Miscellaneous Receipts		8,387	7,073	118.6%		8,387	7,073	118.6%			8,387	84,875	9.9%		39,983	220,957	18.1%
Transfers In		166,976	166,976	100.0%		166,976	166,976	100.0%			166,976	2,003,716	8.3%		140,486	1,750,702	8.0%
Total Revenues		\$ 1,308,322	\$ 1,219,269	107.3%		\$ 1,308,322	\$ 1,219,269	107.3%			\$ 1,308,322	\$ 14,631,228	8.9%		\$ 950,424	\$ 13,583,823	7.0%

YEAR-TO-DATE OVERVIEW

October 31st, 2022 marks the first month of the new fiscal year. General Fund non-property tax revenue of \$913,377 is \$82,550 greater than projected. Total revenues (including Property Taxes) are \$89,053 greater than projected and are increased 37.7% over last fiscal year.

PROPERTY TAXES

Tax collection of \$394,945 is \$6,503 greater than projected and is increased \$314,705, or 392.2%, over last fiscal year.

SALES TAXES

Through October 31st \$275,700 of sales tax revenue has been received. Receipts are \$(7,230) less than projected but are increased \$46,369 over last fiscal year.

FRANCHISE FEES

Year-to-date Franchise Fees total \$212,961. Receipts are \$102,128 greater than projected but are decreased (2.8)%, or \$(6,101), from last fiscal year.

INTERGOVERNMENTAL REVENUE

Intergovernmental revenue is comprised of local, county, state, and federal grants and reimbursements received by the city. Through October 31st, \$23,351 was received from the Texas Division of Emergency Management for reimbursement of expenses related to the February 2021 Winter Storm Uri.

MUNICIPAL COURT

Revenue of \$28,995 is \$208 greater than the year-to-date projection. Collections are decreased \$(207) from prior year.

LICENSES & PERMITS

Revenue of \$2,183 is \$(1,839) less than the year-to-date projection and is decreased \$(3,686) from FY 2022 receipts.

FEES & CHARGES FOR SERVICES

Fees & charges for services revenue year-to-date is \$173,739, which is \$(50,681) less than the year-to-date projection and is decreased \$(29,065), or (14.3)%, from last fiscal year. This category is primarily made up of Sanitation Fees, EMS/Ambulance Service Fees, and Lake Jacksonville Leases.

INVESTMENT INCOME

Revenue of \$21,085 is \$15,300 greater than the year-to-date projection. Interest received on the City's investments was increased, \$17,638, over FY 2022.

MISCELLANEOUS RECEIPTS

As of October 31st, \$8,387 of miscellaneous revenue was received. While receipts are ahead of monthly projections, they are \$(31,596) less than prior year receipts. Last fiscal year we saw unusually high insurance proceeds.

TRANSFERS IN

Monthly transfers reimburse the General Fund for the transferring fund's share of general, administrative and other applicable expenses.

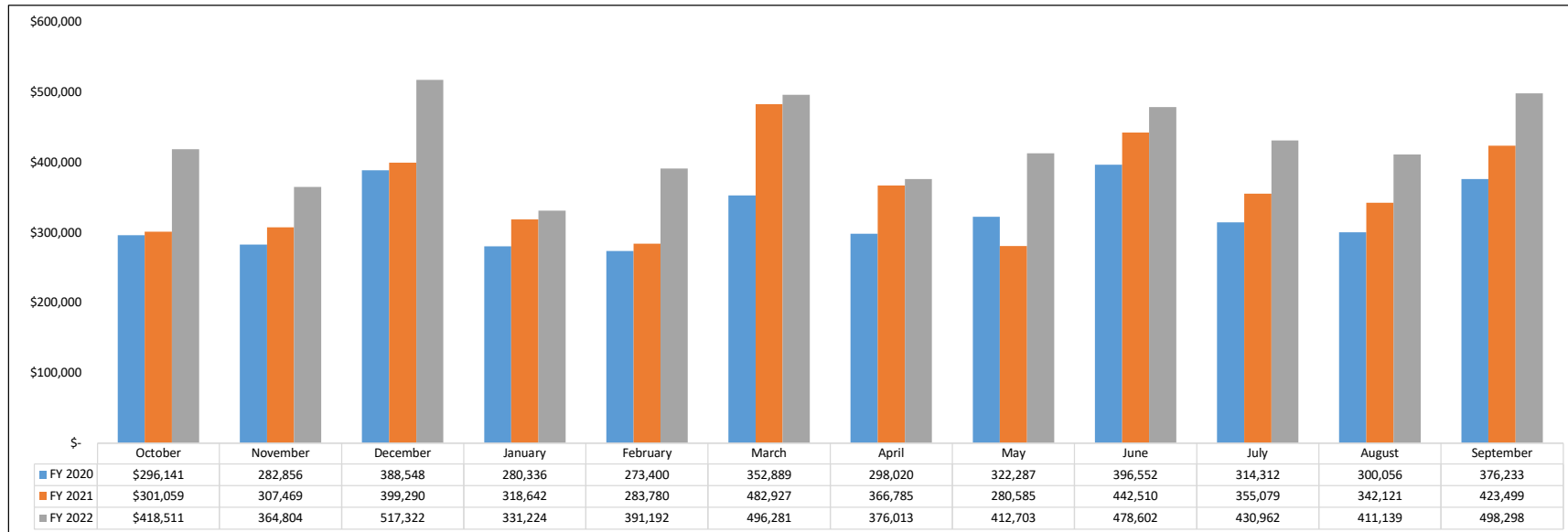
The monthly transfer schedule is as follows:

• Water/Wastewater Utility	\$ 129,339
• Grant	33,333
• Hotel/Motel Occ Tax	3,675
• Court Security	628



Sales Tax History: Fiscal Years 2020 - 2022

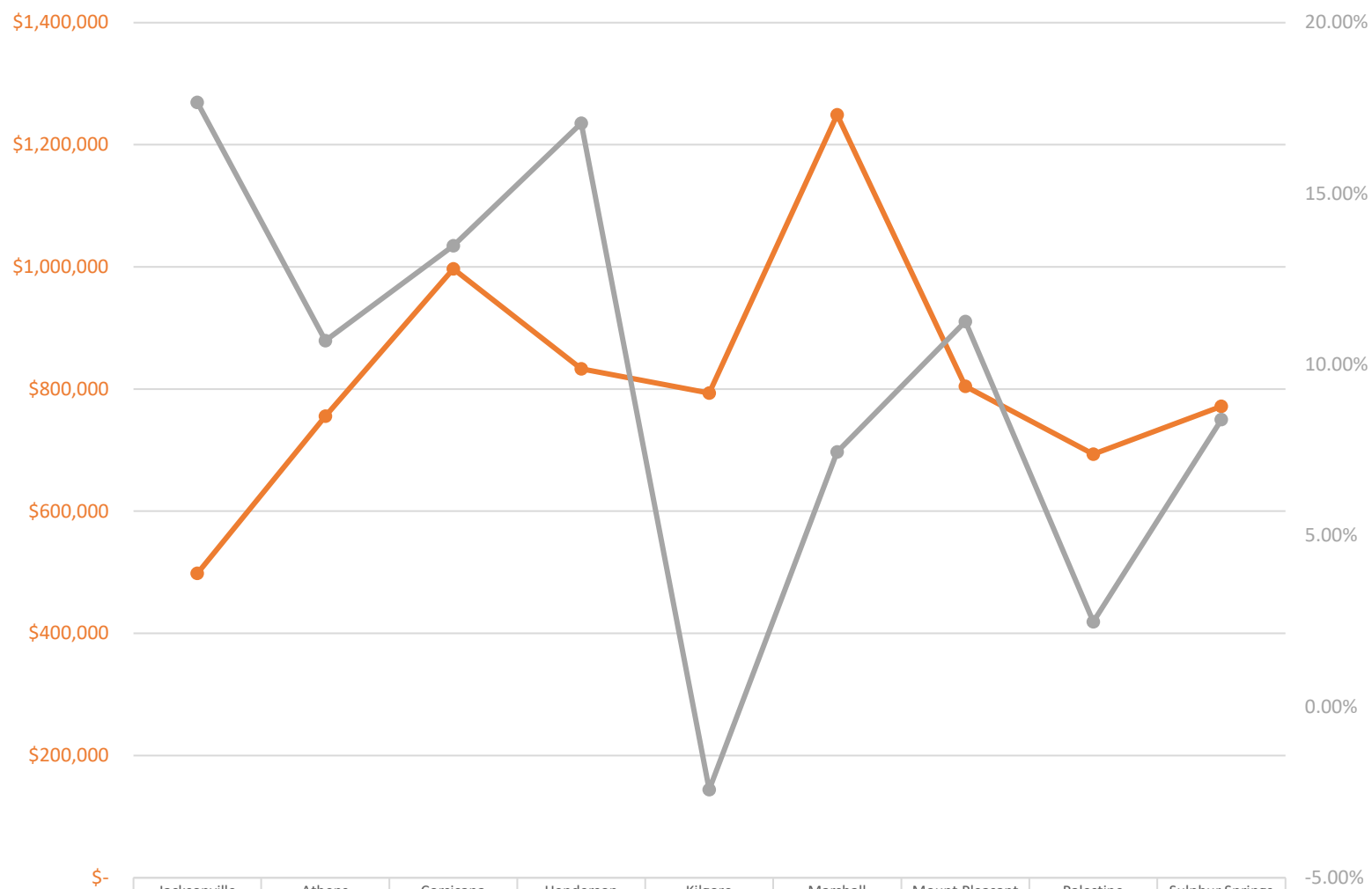
FY 2020					FY 2021					FY 2022				
	CITY	JEDCO	TOTAL	CUMULATIVE		CITY	JEDCO	TOTAL	CUMULATIVE		CITY	JEDCO	TOTAL	CUMULATIVE
	66.67%	33.33%	100.00%	TOTAL		66.67%	33.33%	100.00%	TOTAL		66.67%	33.33%	100.00%	TOTAL
October	\$ 197,428	\$ 98,714	\$ 296,141	\$ 296,141	October	\$ 200,706	\$ 100,353	\$ 301,059	\$ 301,059	October	\$ 279,008	\$ 139,504	\$ 418,511	\$ 418,511
November	188,571	94,285	282,856	578,998	November	204,980	102,490	307,469	608,528	November	243,203	121,601	364,804	783,316
December	259,032	129,516	388,548	967,546	December	266,193	133,097	399,290	1,007,818	December	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	319,068	159,534	478,602	3,786,653
July	209,542	104,771	314,312	3,205,342	July	236,719	118,360	355,079	3,538,126	July	287,308	143,654	430,962	4,217,615
August	200,037	100,019	300,056	3,505,398	August	228,081	114,040	342,121	3,880,247	August	274,093	137,046	411,139	4,628,754
September	250,822	125,411	376,233	3,881,631	September	282,333	141,166	423,499	4,303,746	September	332,198	166,099	498,298	5,127,052
	<u>\$ 2,587,754</u>	<u>\$ 1,293,877</u>	<u>\$ 3,881,631</u>			<u>\$ 2,869,164</u>	<u>\$ 1,434,582</u>	<u>\$ 4,303,746</u>			<u>\$ 3,418,034</u>	<u>\$ 1,709,017</u>	<u>\$ 5,127,052</u>	





City of Jacksonville, Texas
Financial Statement
As of October 31, 2022

Sales Tax FY 2022 - September - Period 12





Comparator Cities Calendar Year 2022-2023 Sales Tax Comparison % Δ

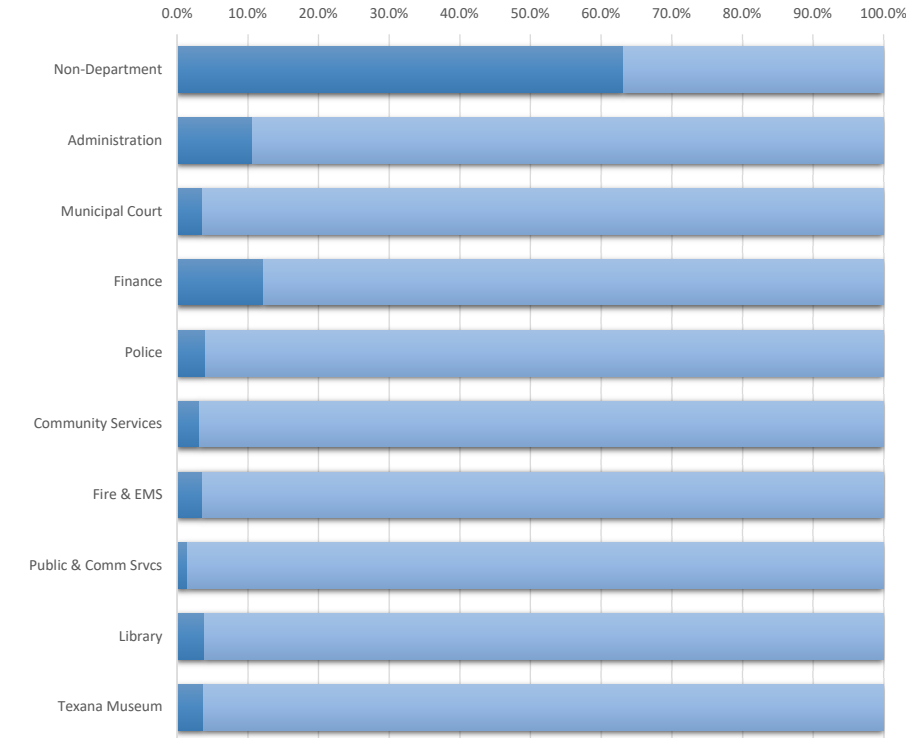
	Jacksonville			Athens	Corsicana	Henderson	Kilgore	Marshall	Mount Pleasant	Palestine	Sulphur Springs	Weighted Average
	2023 - 2020	2023 - 2021	2023 - 2022	2023 - 2022								
	% Δ Month	% Δ Month	% Δ Month	% Δ Month	% Δ Month	% Δ Month	% Δ Month	% Δ Month	% Δ Month	% Δ Month	% Δ Month	% Δ Month
Oct-22	41.3%	37.0%	20.2%	25.2%	15.5%	19.7%	29.4%	32.8%	14.6%	7.9%	24.2%	21.4%
Nov-22	44.6%	32.4%	17.7%	10.7%	13.5%	17.1%	-2.4%	7.4%	11.3%	2.5%	8.4%	9.0%
Dec-22												
Jan-23												
Feb-23												
Mar-23												
Apr-23												
May-23												
Jun-23												
Jul-23												
Aug-23												
Sep-23												
	2023 - 2020	2023 - 2021	2023 - 2022	2023 - 2022								
	% 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-22	41.3%	37.0%	20.2%	25.2%	15.5%	19.7%	29.4%	32.8%	14.6%	7.9%	24.2%	21.4%
Nov-22	43.1%	34.5%	18.8%	17.3%	14.4%	18.2%	11.3%	17.1%	12.8%	5.0%	15.7%	14.4%
Dec-22												
Jan-23												
Feb-23												
Mar-23												
Apr-23												
May-23												
Jun-23												
Jul-23												
Aug-23												
Sep-23												

"Month" is month in which revenue is received.



GENERAL FUND EXPENDITURES

	October 2022			Prior Year		
	YTD Actual	Annual Budget	% of Budget	YTD Actual	Annual Budget	% of Budget
Non-Department	\$ 156,234	\$ 247,463	63.1%	\$ 141,394	\$ 240,233	58.9%
Administration	132,363	1,239,417	10.7%	52,650	1,000,735	5.3%
Municipal Court	9,219	256,737	3.6%	8,967	227,618	3.9%
Finance	46,567	379,886	12.3%	46,368	393,064	11.8%
Police	159,373	3,958,267	4.0%	197,731	3,474,383	5.7%
Community Services	14,663	459,069	3.2%	13,824	416,306	3.3%
Fire & EMS	136,095	3,869,177	3.5%	135,171	3,309,003	4.1%
Public & Comm Svcs	56,862	3,722,779	1.5%	67,319	3,189,062	2.1%
Library	16,434	418,784	3.9%	10,946	366,531	3.0%
Texana Museum	1,177	31,305	3.8%	795	24,988	3.2%
Total Expenditures	\$ 728,987	\$ 14,582,885	5.0%	\$ 675,165	\$ 12,641,921	5.3%



YEAR-TO-DATE OVERVIEW

October 31st, 2022, marks the beginning of the FY 2023 budget year. The year-to-date budget percentage for budgetary comparison is therefore 8.3%. Total General Fund expenditures of \$728,987 are below budgetary expectations at 5.0% expended.

Non-Department

Non-Department expenditures, currently at 63.1% of budgeted expectations, represent the annual payment for our property, plants, and equipment liability insurance.

Administration

The administration department is above budgeted expectations at this time related to the annual payment to the City of Tyler for IT support services, the purchase of a new server, and the annual payment for our work order system.

Finance

At 12.3% expended, the finance department shows to be over budgeted expectations due to the first quarterly payment to the Cherokee County Appraisal District for property tax appraisal, billing, and collection services.

Capital Outlay

The FY 2023 Capital Budget for both the General and General Capital Projects Funds is \$1,694,258. As of October 31st, \$4,467, or 0.3%, of the annual budgets have been spent as described below.

FY 2023 CAPITAL EXPENDITURES		
Library	Library Books & Materials	4,467
		<u>\$ 4,467</u>



UTILITY FUND REVENUES

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

	October 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		527,162	564,795	93.3%			527,162	564,795	93.3%		527,162	6,777,541	7.8%		499,115	5,854,685	8.5%	
Investment Income		4,730	2,380	198.8%			4,730	2,380	198.8%		4,730	28,557	16.6%		3,176	17,580	18.1%	
Miscellaneous Receipts		12,355	1,713	721.4%			12,355	1,713	721.4%		12,355	20,552	60.1%		6,058	4,200	144.2%	
Transfers In		-	-	0.0%			-	-	0.0%		-	-	0.0%		(7,278)	-	0.0%	
Total Revenues		\$ 544,247	\$ 568,888	95.7%			\$ 544,247	\$ 568,888	95.7%		\$ 544,247	\$ 6,826,650	8.0%		\$ 501,071	\$ 5,876,465	8.5%	

YEAR-TO-DATE OVERVIEW

Total Utility Fund revenue of \$544,247 began the fiscal year less than the monthly projection but \$43,175 greater than prior year collections.

WATER SALES

Revenue totaling \$322,383 was \$5,002 greater than the year-to-date projection. Water sales, through October 31st, are up about 10.9% when compared to FY 2022.

For the month of October, the city billed out 89,118,556 gallons of water. This amount is 13.7% greater than gallons billed October 2021. Year-to-date, the city has billed out 89,118,556 gallons. This amount is 113.7% of FY 2022 year-to-date billing.

SEWER CHARGES

Revenues of \$185,627 were \$(37,927) less than the monthly projection. However, billing was up about 2.0%, or \$3,590, when compared to October 2021. Sanitary sewer billings are driven by water consumption.

OTHER CHARGES FOR SERVICE

Revenue of \$2,675 ended October \$(2,051) 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 \$16,476 ended October \$(2,657) 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 \$4,730 finished the month up about 98.8% over the projection and \$1,554 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 sale of surplus capital equipment account for the variance to budget and increase over prior year receipts.



UTILITY FUND EXPENDITURES

	October 2022			Prior Year		
	YTD Actual	Annual Budget	% of Budget	YTD Actual	Annual Budget	% of Budget
Non-Department	\$ 293,839	\$ 2,514,174	11.7%	\$ 232,017	\$ 2,207,549	10.5%
Communications	945	24,186	3.9%	-	-	0.0%
Pub & Comm Services	7,909	799,571	1.0%	29,122	796,965	3.7%
Water Production	16,857	793,604	2.1%	10,086	773,492	1.3%
Water Distribution	27,389	492,774	5.6%	17,748	530,609	3.3%
Wastewater Coll	11,386	568,921	2.0%	10,603	648,872	1.6%
Wastewater Treat	19,056	1,063,144	1.8%	13,363	753,026	1.8%
Utility Billing	12,664	578,821	2.2%	11,939	433,880	2.8%
Total Expenditures	\$ 390,044	\$ 6,835,195	5.7%	\$ 324,879	\$ 6,144,394	5.3%

OVERVIEW

October 31st, 2022, marks the end of the first period FY 2022 budget year. The year-to-date budget percentage for budgetary comparison is therefore 8.3%. Year to date expenditures total \$390,044, or 5.7%, of the budget.

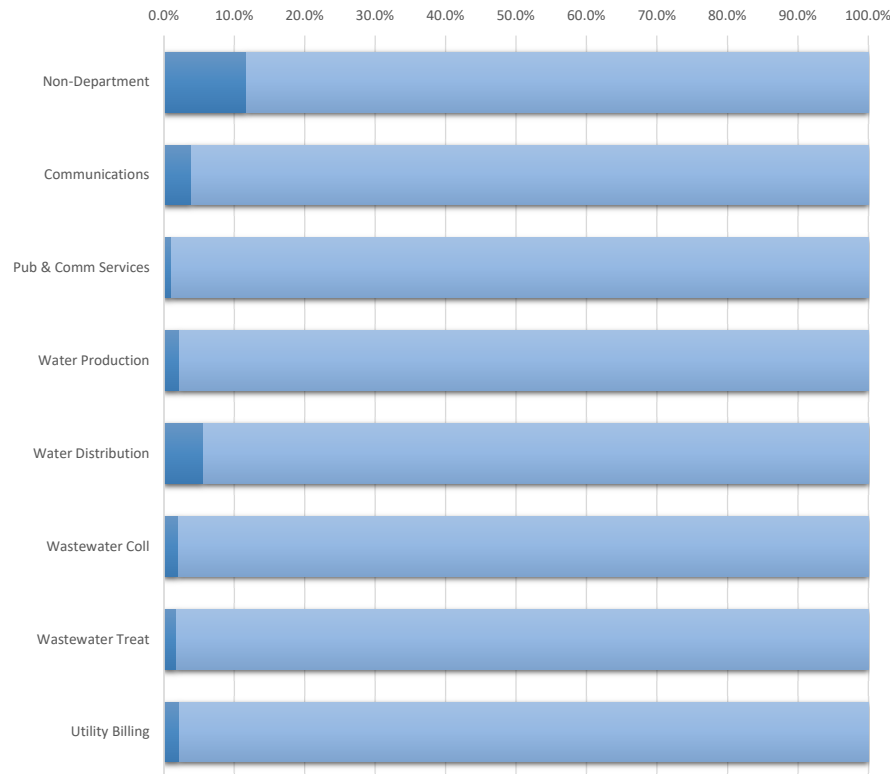
NON-DEPARTMENT

Non-Department expenses, at \$293,839, represent 11.7% of the annual budgeted amount and are increased over prior year. The variance to budget is related to the annual payment for our property, plants, and equipment liability insurance.

All other departments are below budgeted expectations through October 31st.

CAPITAL OUTLAY

The FY 2023 Capital Budget for both the Utility and Utility Capital Projects Funds is \$135,031. As of October 31st no expenses were incurred.



FY 2023 CAPITAL EXPENDITURES

\$ -



FUND BALANCE SUMMARY (unaudited)

Fund	Beginning Fund Balance 09/30/2022	Revenue	Expense	Ending Fund Balance 10/31/2022	Target Fund Balance	Over / (Under) Target Fund Balance
101 GENERAL FUND	\$ 5,700,941.49	\$ 1,308,322.21	\$ 728,987.18	\$ 6,280,276.52	\$ 2,916,576.95	\$ 3,363,699.57
102 DEBT SERVICE FUND	203,715.26	185,161.49	750.00	388,126.75	143,813.07	244,313.68
103 CAPITAL PROJECTS FUND (GENERAL)	4,730,097.80	11,706.22	55,095.06	4,686,708.96		
110 GRANT FUND	441,815.49	113,511.25	33,333.33	521,993.41		
Total Major Governmental Funds	11,076,570.04	1,618,701.17	818,165.57	11,877,105.64		
111 HOTEL / MOTEL OCCUPANCY TAX FUND	1,250,894.09	30,894.81	61,303.22	1,220,485.68		
112 COURT TECHNOLOGY FUND	-	(19,819.94)	-	(19,819.94)		
113 COURT SECURITY FUND	142,215.44	993.23	628.35	142,580.32		
114 COURT CHILD SAFETY TRUST FUND	11,619.34	76.86	-	11,696.20		
115 POLICE STATE FORFEITURE FUND	11,528.16	26.54	-	11,554.70		
116 POLICE FEDERAL FORFEITURE FUND	6,458.89	14.87	-	6,473.76		
119 WAR MEMORIAL FUND	10,013.02	23.05	-	10,036.07		
Total Nonmajor Governmental Funds	1,432,728.94	12,209.42	61,931.57	1,383,006.79		
201 WATER & WASTEWATER UTILITY FUND	1,909,293.85	544,246.56	390,043.74	2,063,496.67	1,685,390.65	378,106.02
203 CAPITAL PROJECTS FUND (UTILITY)	6,682,889.45	10,187.46	-	6,693,076.91		
Total Enterprise Funds	8,592,183.30	554,434.02	390,043.74	8,756,573.58		
301 BEAUTIFICATION FUND	18,072.43	809.02	138.00	18,743.45		
Total Fiduciary Fund	18,072.43	809.02	138.00	18,743.45		
Grand Total- All Funds	\$ 21,119,554.71	\$ 2,186,153.63	\$ 1,270,278.88	\$ 22,035,429.46		



City of Jacksonville, Texas
Financial Statement
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		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
101 -GENERAL FUND- DETAIL									
REVENUE									
41-TAXES									
101-41400	AD VALOREM TAX- CURRENT	\$ 4,503,433	\$ 4,503,433	\$ 362,345	\$ 362,345	8.0%	\$ 4,141,088	\$ 70,544	\$ 291,801
101-41401	AD VALOREM TAX- PRIOR	120,000	120,000	31,071	31,071	25.9%	88,929	7,434	23,636
101-41402	AD VALOREM TAX- PENALTY & INTEREST	88,000	88,000	1,529	1,529	1.7%	86,471	2,262	(733)
101-41403	AD VALOREM TAX- MISCELLANEOUS	6,800	6,800	-	-	0.0%	6,800	-	-
101-41404	SALES TAX	3,377,134	3,377,134	274,093	274,093	8.1%	3,103,041	228,081	46,012
101-41405	SALES TAX- TIMELY FILING DISCOUNT	530	530	43	43	8.1%	487	-	43
101-41406	MIXED BEVERAGE TAX	17,500	17,500	1,564	1,564	8.9%	15,936	1,250	314
101-41408	PROPERTY TAX REBATE	(56,921)	(56,921)	-	-	0.0%	(56,921)	-	-
*** REVENUE CATEGORY TOTALS ***		8,056,476	8,056,476	670,645	670,645	8.3%	7,385,831	309,571	361,074
42-FRANCHISE FEES									
101-42410	ROW RENTAL FEES- ELECTRICITY	510,000	510,000	163,848	163,848	32.1%	346,152	154,390	9,458
101-42411	ROW RENTAL FEES- GAS UTILITIES	130,000	130,000	-	-	0.0%	130,000	-	-
101-42412	ROW RENTAL FEES- TELECOM	20,000	20,000	22	22	0.1%	19,978	57	(34)
101-42413	ROW RENTAL FEES- CABLE TV	120,000	120,000	-	-	0.0%	120,000	-	-
101-42414	SANITATION FRANCHISE FEES	115,000	115,000	9,222	9,222	8.0%	105,778	18,568	(9,345)
101-42415	LANDFILL CONTRACT FEES	435,000	435,000	39,869	39,869	9.2%	395,131	46,048	(6,179)
*** REVENUE CATEGORY TOTALS ***		1,330,000	1,330,000	212,961	212,961	16.0%	1,117,039	219,062	(6,101)
43-INTERGOVERNMENTAL REVENUE									
101-43427	MISCELLANEOUS GRANT REVENUE	-	-	23,351	23,351	0.0%	(23,351)	-	23,351
*** REVENUE CATEGORY TOTALS ***		-	-	23,351	23,351	0.0%	(23,351)	-	23,351
44-FINES & FORFEITURE									
101-44440	MUNICIPAL COURT- ADMINISTRATION FEES	88,750	88,750	13,215	13,215	14.9%	75,535	(886)	14,101
101-44444	MUNICIPAL COURT- FINES	250,000	250,000	15,060	15,060	6.0%	234,940	29,463	(14,404)
101-44445	MUNICIPAL COURT- JUDICIAL ADMIN FUND	500	500	48	48	9.7%	452	0	48
101-44446	MUNICIPAL COURT- JURY FUND	200	200	13	13	6.6%	187	12	1
101-44447	MUNICIPAL COURT- TRUANCY PREVENTION & DIVERSION	6,000	6,000	658	658	11.0%	5,342	612	47
*** REVENUE CATEGORY TOTALS ***		345,450	345,450	28,995	28,995	8.4%	316,455	29,202	(207)
45-LICENSE & PERMITS									
101-45450	BEER & WINE PERMIT-OFF PREMISE	180	180	-	-	0.0%	180	-	-
101-45451	BUILDING PERMITS	22,228	22,228	1,038	1,038	4.7%	21,190	3,696	(2,658)
101-45452	DEMOLITION PERMITS	1,250	1,250	-	-	0.0%	1,250	100	(100)
101-45453	ELECTRICAL PERMITS & LICENSES	7,500	7,500	467	467	6.2%	7,033	155	311
101-45454	EXCAVATION PERMITS	750	750	25	25	3.3%	725	-	25
101-45457	MECHANICAL PERMITS	4,000	4,000	116	116	2.9%	3,884	1,449	(1,333)
101-45458	OUTDOOR BURNING PERMITS	1,000	1,000	-	-	0.0%	1,000	150	(150)
101-45459	PLAT PERMITS	350	350	22	22	6.3%	328	24	(2)
101-45460	PLUMBING & GAS PERMITS	8,500	8,500	465	465	5.5%	8,035	295	170
101-45461	SIGN PERMITS	1,125	1,125	-	-	0.0%	1,125	-	-
101-45462	SPRINKLER SYSTEM PERMITS	300	300	50	50	16.7%	250	-	50
101-45463	SYSTEMS/MISCELLANEOUS PERMITS	200	200	-	-	0.0%	200	-	-



City of Jacksonville, Texas
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		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
101-45464	VARIANCE PERMITS	225	225	-	-	0.0%	225	-	-
101-45465	VENDOR PERMITS	200	200	-	-	0.0%	200	-	-
101-45466	ZONING PERMITS	450	450	-	-	0.0%	450	-	-
*** REVENUE CATEGORY TOTALS ***		48,258	48,258	2,183	2,183	4.5%	46,075	5,869	(3,686)
46-FEES & CHARGES FOR SERVICES									
101-46470	AMBULANCE FEES	850,000	850,000	54,254	54,254	6.4%	795,746	84,348	(30,094)
101-46471	AMBULANCE MEMBERSHIP FEES	26,650	26,650	2,169	2,169	8.1%	24,481	2,232	(63)
101-46472	ACCOUNT TRANSFER FEES	8,000	8,000	400	400	5.0%	7,600	1,200	(800)
101-46473	LAKE LOT LEASE FEES	80,343	80,343	400	400	0.5%	79,943	400	-
101-46474	FUEL PUMP SALES	192,260	192,260	1,090	1,090	0.6%	191,171	1,942	(852)
101-46475	CAMPGROUND RENTAL FEES	82,000	82,000	6,150	6,150	7.5%	75,850	3,663	2,487
101-46477	SANITATION FEES	1,382,056	1,382,056	103,747	103,747	7.5%	1,278,309	99,432	4,314
101-46478	GARBAGE CAN RENTAL FEES	-	-	1,688	1,688	0.0%	(1,688)	1,912	(224)
101-46479	SPECIAL PICK UP FEES	20,000	20,000	715	715	3.6%	19,285	1,440	(725)
101-46493	POLICE DEPT FEES	2,600	2,600	92	92	3.5%	2,509	225	(134)
101-46494	ANIMAL SERVICES FEES	9,000	9,000	1,595	1,595	17.7%	7,405	610	985
101-46496	CEMETERY LOT SALES	26,310	26,310	440	440	1.7%	25,870	3,220	(2,780)
101-46497	INDUSTRIAL PARK RENTAL	2,368	2,368	-	-	0.0%	2,368	1,000	(1,000)
101-46498	LIBRARY FEES	11,442	11,442	999	999	8.7%	10,443	1,179	(179)
*** REVENUE CATEGORY TOTALS ***		2,693,029	2,693,029	173,739	173,739	6.5%	2,519,291	202,804	(29,065)
47-INVESTMENT INCOME									
101-47510	INTEREST INCOME	69,424	69,424	21,085	21,085	30.4%	48,339	3,447	17,638
*** REVENUE CATEGORY TOTALS ***		69,424	69,424	21,085	21,085	30.4%	48,339	3,447	17,638
48-MISCELLANEOUS RECEIPTS									
101-48515	MISCELLANEOUS REVENUE	10,000	10,000	2,053	2,053	20.5%	7,947	69	1,985
101-48517	REBATES & DISCOUNTS	23,875	23,875	9,571	9,571	40.1%	14,304	22,159	(12,587)
101-48518	INSURANCE PROCEEDS	51,000	51,000	-	-	0.0%	51,000	16,801	(16,801)
101-48519	LIBRARY DONATIONS	-	-	-	-	0.0%	-	1,050	(1,050)
101-48522	SALE OF CAPITAL EQUIPMENT	-	-	985	985	0.0%	(985)	-	985
101-48528	CASH OVER/SHORT	-	-	-	-	0.0%	-	(96)	96
101-48534	DESIGNATED DONATIONS- POLICE DONATIONS	-	-	(554)	(554)	0.0%	554	-	(554)
101-48535	DESIGNATED DONATIONS- ANIMAL SHELTER DONATIONS	-	-	60	60	0.0%	(60)	-	60
101-48539	DESIGNATED DONATIONS- LIBRARY DONATIONS	-	-	12	12	0.0%	(12)	-	12
101-48540	DESIGNATED DONATIONS- MUSEUM DONATIONS	-	-	277	277	0.0%	(277)	-	277
101-48544	DESIGNATED DONATIONS- SESQUICENTENNIAL	-	-	(4,018)	(4,018)	0.0%	4,018	-	(4,018)
*** REVENUE CATEGORY TOTALS ***		84,875	84,875	8,387	8,387	9.9%	76,488	39,983	(31,596)
49-TRANSFERS IN									
101-49552	TRANSFER FROM COURT SECURITY FUND	7,540	7,540	628	628	8.3%	6,912	1,481	(853)
101-49553	TRANSFER FROM UTILITY FUND	1,552,072	1,552,072	129,339	129,339	8.3%	1,422,733	136,011	(6,671)
101-49554	TRANSFER FROM HOTEL/MOTEL OCC TAX FUND	44,103	44,103	3,675	3,675	8.3%	40,428	2,994	681
101-49555	TRANSFER FROM GRANT FUND	400,000	400,000	33,333	33,333	8.3%	366,667	-	33,333
*** REVENUE CATEGORY TOTALS ***		2,003,716	2,003,716	166,976	166,976	8.3%	1,836,740	140,486	26,490



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		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 ***		14,631,228	14,631,228	1,308,322	1,308,322	8.9%	13,322,906	950,424	357,898
10 -GENERAL FUND- DETAIL									
EXPENSE									
51-EMPLOYEE SERVICES									
101-51600	SUPERVISION	1,217,185	1,217,185	42,731	42,731	3.5%	1,174,454	41,634	1,098
101-51601	OPERATIONAL	4,806,653	4,806,653	165,916	165,916	3.5%	4,640,737	153,568	12,349
101-51602	PERMANENT PART-TIME	161,240	161,240	3,782	3,782	2.3%	157,458	2,898	884
101-51604	SEASONAL PART-TIME POOL	36,864	36,864	-	-	0.0%	36,864	-	-
101-51607	OVERTIME- TRANSFER TRUCK	52,881	52,881	2,506	2,506	4.7%	50,375	4,350	(1,844)
101-51609	FIELD TRAINING OFFICER STIPEND	11,357	11,357	315	315	2.8%	11,042	882	(567)
101-51610	HR STIPEND	-	-	-	-	0.0%	-	355	(355)
101-51611	K9 CARE STIPEND	7,040	7,040	271	271	3.8%	6,769	318	(47)
101-51612	ON CALL STIPEND	7,300	7,300	210	210	2.9%	7,090	259	(49)
101-51613	BI-LINGUAL PAY	27,000	27,000	1,125	1,125	4.2%	25,875	905	221
101-51614	CERTIFICATION PAY	121,219	121,219	4,538	4,538	3.7%	116,682	6,031	(1,494)
101-51615	DIFFERENTIAL PAY	21,000	21,000	788	788	3.8%	20,213	1,223	(436)
101-51616	EDUCATION PAY	29,100	29,100	1,263	1,263	4.3%	27,838	1,166	96
101-51617	LONGEVITY PAY	37,084	37,084	1,401	1,401	3.8%	35,683	1,695	(294)
101-51618	SALARY PREMIUM PAY	-	-	-	-	0.0%	-	-	-
101-51620	AUTO ALLOWANCE	13,100	13,100	-	-	0.0%	13,100	12	(12)
101-51621	CELL PHONE ALLOWANCE	4,737	4,737	-	-	0.0%	4,737	27	(27)
101-51622	CLOTHING ALLOWANCE	3,000	3,000	-	-	0.0%	3,000	245	(245)
101-51623	OVERTIME- CALL-OUT	34,832	34,832	1,436	1,436	4.1%	33,396	936	500
101-51624	OVERTIME- COURT	4,207	4,207	318	318	7.6%	3,889	-	318
101-51625	OVERTIME- FIRE PREVENTION	439	439	1,376	1,376	313.5%	(937)	-	1,376
101-51626	OVERTIME- HOLIDAY WORKED	731	731	-	-	0.0%	731	-	-
101-51627	OVERTIME-INCREASED MANPOWER	1,333	1,333	-	-	0.0%	1,333	-	-
101-51628	OVERTIME- LAKE PUBLIC SAFETY	4,305	4,305	-	-	0.0%	4,305	-	-
101-51629	OVERTIME- LATE CALLS	50,055	50,055	2,368	2,368	4.7%	47,687	2,644	(276)
101-51630	OVERTIME- TRAINING	36,459	36,459	1,277	1,277	3.5%	35,182	934	342
101-51632	OVERTIME- SCHEDULED (MANDATED)	327,695	327,695	10,985	10,985	3.4%	316,710	11,279	(294)
101-51633	OVERTIME- SHIFT COVERAGE	243,360	243,360	5,602	5,602	2.3%	237,758	7,511	(1,910)
101-51634	OVERTIME- SPECIAL EVENTS	12,170	12,170	2,466	2,466	20.3%	9,704	2,711	(245)
101-51635	OVERTIME- TOMATO BOWL	94	94	-	-	0.0%	94	-	-
101-51636	OVERTIME- TRAFFIC STEP	6,726	6,726	-	-	0.0%	6,726	59	(59)
101-51638	FICA	556,832	556,832	18,456	18,456	3.3%	538,376	18,339	118
101-51639	DENTAL INSURANCE	34,406	34,406	1,351	1,351	3.9%	33,055	1,347	4
101-51640	HEALTH INSURANCE	769,727	769,727	25,585	25,585	3.3%	744,142	28,948	(3,364)
101-51641	LIFE INSURANCE	1,940	1,940	73	73	3.8%	1,867	76	(3)
101-51642	TMRS	729,643	729,643	26,392	26,392	3.6%	703,251	25,878	515
101-51643	WORKER'S COMPENSATION	162,460	162,460	10,036	10,036	6.2%	152,424	7,831	2,205
101-51644	CONTRA WAGE EXPENSE	(63,903)	(63,903)	-	-	0.0%	(63,903)	-	-
101-51645	UNEMPLOYMENT	-	-	4,101	4,101	0.0%	(4,101)	-	4,101
101-51646	CONTRACT LABOR	202,150	202,150	5,323	5,323	2.6%	196,827	5,800	(477)
101-51647	BENEFIT ADMINISTRATION	4,518	4,518	-	-	0.0%	4,518	81	(81)
101-51648	EMPLOYEE TESTING	4,375	4,375	402	402	9.2%	3,973	-	402
101-51649	OTHER EMPLOYEE COSTS	20,300	20,300	1,803	1,803	8.9%	18,497	1,663	140
101-51650	RECRUITING & RETENTION	2,400	2,400	-	-	0.0%	2,400	-	-
101-51651	VOLUNTEER FIRE FUND	-	-	-	-	0.0%	-	-	-
101-51652	VOLUNTEER FIRE PENSION	3,600	3,600	-	-	0.0%	3,600	-	-



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*** EXPENSE CATEGORY TOTALS ***		9,707,614	9,707,614	344,195	344,195	3.5%	9,363,419	331,604	12,591
52-MAINTENANCE									
101-52700	R/M BUILDINGS & STRUCTURES	102,055	102,055	5,670	5,670	5.6%	96,385	6,628	(959)
101-52701	R/M EQUIPMENT & MACHINERY	131,708	131,708	14,581	14,581	11.1%	117,127	573	14,007
101-52705	R/M MOTOR VEHICLES	86,705	86,705	460	460	0.5%	86,245	458	2
101-52706	R/M OFFICE EQUIPMENT	700	700	-	-	0.0%	700	-	-
101-52707	R/M PARKS	65,250	65,250	2,979	2,979	4.6%	62,271	323	2,656
101-52708	R/M RADIO COMMUNICATION	6,500	6,500	-	-	0.0%	6,500	-	-
101-52709	R/M SIDEWALKS CULVERTS BRIDGES	50,000	50,000	1,650	1,650	3.3%	48,350	-	1,650
101-52710	R/M STREETS & ALLEYS	245,000	245,000	1,107	1,107	0.5%	243,893	1,928	(821)
101-52715	DAMAGES & CLAIMS	53,254	53,254	1,500	1,500	2.8%	51,754	6,500	(5,000)
*** EXPENSE CATEGORY TOTALS ***		741,172	741,172	27,946	27,946	3.8%	713,225	16,411	11,536
53-UTILITIES									
101-53730	ELECTRICITY	326,849	326,849	36	36	0.0%	326,813	13,259	(13,223)
101-53731	NATURAL GAS	25,554	25,554	-	-	0.0%	25,554	476	(476)
101-53732	PHONE/CABLE/INTERNET	151,310	151,310	15,796	15,796	10.4%	135,514	8,012	7,784
101-53733	WATER/SEWER & GARBAGE	58,246	58,246	-	-	0.0%	58,246	-	-
*** EXPENSE CATEGORY TOTALS ***		561,959	561,959	15,832	15,832	2.8%	546,127	21,747	(5,915)
54-SUPPLIES									
101-54740	AMBULANCE SUPPLIES	47,054	47,054	255	255	0.5%	46,799	-	255
101-54741	ANIMAL CARE SUPPLIES	6,000	6,000	162	162	2.7%	5,838	-	162
101-54742	ANIMAL FOOD	9,000	9,000	-	-	0.0%	9,000	180	(180)
101-54743	BOOK SUPPLIES	6,010	6,010	-	-	0.0%	6,010	-	-
101-54744	BOTANICAL SUPPLIES	2,150	2,150	-	-	0.0%	2,150	-	-
101-54745	CASH OVER/SHORT	-	-	65	65	0.0%	(65)	43	22
101-54746	CHEMICAL SUPPLIES	53,625	53,625	131	131	0.2%	53,494	-	131
101-54749	FIRE ARM TRAINING SUPPLIES	6,000	6,000	-	-	0.0%	6,000	150	(150)
101-54750	FIRE FIGHTING FOAM	1,050	1,050	-	-	0.0%	1,050	-	-
101-54751	FIRE HOSE SUPPLIES	4,300	4,300	-	-	0.0%	4,300	-	-
101-54752	FOOD	20,502	20,502	414	414	2.0%	20,089	214	199
101-54755	INVESTIGATION SUPPLIES	3,900	3,900	-	-	0.0%	3,900	-	-
101-54756	JANITORIAL SUPPLIES	31,958	31,958	2,018	2,018	6.3%	29,940	248	1,770
101-54757	K-9 CARE SUPPLIES	10,600	10,600	-	-	0.0%	10,600	63	(63)
101-54762	MINOR TOOLS & EQUIPMENT	18,430	18,430	-	-	0.0%	18,430	(339)	339
101-54763	MISCELLANEOUS SUPPLIES	16,350	16,350	-	-	0.0%	16,350	200	(200)
101-54764	MOTOR VEHICLE FUEL	271,145	271,145	-	-	0.0%	271,145	-	-
101-54765	OFFICE EQUIP/FURNITURE/FIXTR	3,004	3,004	62	62	2.1%	2,942	20	42
101-54766	OFFICE SUPPLIES	23,568	23,568	159	159	0.7%	23,408	321	(162)
101-54767	OXYGEN SUPPLIES	5,040	5,040	-	-	0.0%	5,040	-	-
101-54768	PLAQUES & AWARDS	2,710	2,710	-	-	0.0%	2,710	610	(610)
101-54769	POSTAGE	11,354	11,354	639	639	5.6%	10,715	523	116
101-54770	PRINTING SUPPLIES	7,190	7,190	146	146	2.0%	7,044	-	146
101-54771	PROGRAMMING SUPPLIES	4,430	4,430	-	-	0.0%	4,430	-	-
101-54772	PROTECTIVE CLOTHING	113,370	113,370	-	-	0.0%	113,370	-	-
101-54773	PUBLIC EDUCATION SUPPLIES	2,875	2,875	-	-	0.0%	2,875	-	-
101-54774	RECREATION SUPPLIES	1,950	1,950	-	-	0.0%	1,950	251	(251)



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101-54775	RESALE GASOLINE	165,572	165,572	-	-	0.0%	165,572	-	-
101-54776	SAFETY EQUIPMENT	500	500	-	-	0.0%	500	-	-
101-54777	STREET SIGN SUPPLIES	29,185	29,185	-	-	0.0%	29,185	-	-
101-54778	TECHNOLOGY SUPPLIES	7,793	7,793	-	-	0.0%	7,793	-	-
101-54779	WEARING APPAREL	66,189	66,189	434	434	0.7%	65,754	432	3
*** EXPENSE CATEGORY TOTALS ***		952,803	952,803	4,486	4,486	0.5%	948,317	2,915	1,572
55-SERVICES									
101-55800	ACCOUNTING & AUDITING	25,200	25,200	-	-	0.0%	25,200	-	-
101-55801	APPRAISAL DISTRICT	129,895	129,895	30,990	30,990	23.9%	98,905	28,966	2,024
101-55804	BILLING & COLLECTION SERVICES	142,310	142,310	12,232	12,232	8.6%	130,078	15,038	(2,805)
101-55805	CONSTRUCTION CONTRACTS	50,000	50,000	-	-	0.0%	50,000	-	-
101-55806	CONSULTING SERVICES	18,993	18,993	833	833	4.4%	18,160	833	-
101-55807	CONTINGENCY	50,000	50,000	-	-	0.0%	50,000	-	-
101-55809	CREDIT CARD PROCESSING FEES	13,002	13,002	5	5	0.0%	12,997	100	(95)
101-55810	ELECTION COSTS	19,000	19,000	-	-	0.0%	19,000	-	-
101-55812	ENGINEERING SERVICES	14,643	14,643	-	-	0.0%	14,643	-	-
101-55813	FEES & PERMITS	100	100	-	-	0.0%	100	-	-
101-55815	INSURANCE-PROPERTY, PLANT, & EQUIPMENT	164,012	164,012	172,815	172,815	105.4%	(8,803)	152,056	20,759
101-55816	IT SUPPORT	60,000	60,000	60,000	60,000	100.0%	-	-	60,000
101-55817	JANITORIAL SERVICES	5,500	5,500	-	-	0.0%	5,500	7,250	(7,250)
101-55819	LEASE/RENTAL OF EQUIPMENT	32,898	32,898	400	400	1.2%	32,498	100	300
101-55820	LEASE/RENTAL OF PROPERTY	6,000	6,000	500	500	8.3%	5,500	-	500
101-55821	LEGAL ADVERTISING	11,350	11,350	-	-	0.0%	11,350	-	-
101-55822	LEGAL SERVICES	-	-	-	-	0.0%	-	-	-
101-55824	MISCELLANEOUS SERVICES	20,987	20,987	189	189	0.9%	20,798	-	189
101-55826	PUBLIC COMMUNICATION	2,050	2,050	-	-	0.0%	2,050	-	-
101-55828	SOFTWARE	137,152	137,152	67,293	67,293	49.1%	69,859	46,450	20,843
101-55829	SPECIAL SERVICES	15,666	15,666	-	-	0.0%	15,666	-	-
101-55830	SUPPORT OF COMMUNITY SERVICES	7,500	7,500	500	500	6.7%	7,000	8,750	(8,250)
101-55833	VETERINARY SERVICES	10,000	10,000	-	-	0.0%	10,000	-	-
101-55834	SOLID WASTE & SLUDGE DISPOSAL	1,026,715	1,026,715	409	409	0.0%	1,026,306	-	409
*** EXPENSE CATEGORY TOTALS ***		1,962,973	1,962,973	346,167	346,167	17.6%	1,616,807	259,542	86,624
56-TRAVEL & EDUCATION EXPENDITURES									
101-56851	MEMBERSHIP DUES	24,121	24,121	2,065	2,065	8.6%	22,056	525	1,540
101-56852	TRAINING EXPENSES	83,078	83,078	2,900	2,900	3.5%	80,178	191	2,709
101-56853	TRAVEL & LODGING EXPENSES	46,336	46,336	800	800	1.7%	45,536	-	800
*** EXPENSE CATEGORY TOTALS ***		153,535	153,535	5,765	5,765	3.8%	147,770	716	5,049
57-DEBT SERVICE									
101-57862	CAPITAL LEASE INTEREST	19,962	19,962	-	-	0.0%	19,962	-	-
101-57863	CAPITAL LEASE PRINCIPAL	217,117	217,117	-	-	0.0%	217,117	-	-
*** EXPENSE CATEGORY TOTALS ***		237,079	237,079	-	-	0.0%	237,079	-	-
58-CAPITAL EXPENDITURES									
101-58881	CAPITAL MACHINERY & EQUIPMENT	97,750	97,750	-	-	0.0%	97,750	3,500	(3,500)
101-58883	CAPITAL MOTOR VEHICLES	120,000	120,000	-	-	0.0%	120,000	50,096	(50,096)



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101-58887	LIBRARY BOOKS & MATERIALS	42,000	42,000	4,467	4,467	10.6%	37,533	-	4,467
*** EXPENSE CATEGORY TOTALS ***		259,750	259,750	4,467	4,467	1.7%	255,283	53,596	(49,129)
59 - TRANSFERS OUT									
101-59906	TRANSFER TO BEAUTIFICATION FUND	6,000	6,000	500	500	8.3%	5,500	500	-
101-59909	TRANSFER TO COURT TECHNOLOGY FUND	-	-	(20,371)	(20,371)	0.0%	20,371	(11,865)	(8,506)
*** EXPENSE CATEGORY TOTALS ***		6,000	6,000	(19,871)	(19,871)	-331.2%	25,871	(11,365)	(8,506)
*** TOTAL EXPENSE ***		\$ 14,582,885	\$ 14,582,885	\$ 728,987	\$ 728,987	5.0%	\$ 13,853,898	\$ 675,165	\$ 53,822
102 -DEBT SERVICE FUND- DETAIL									
REVENUE									
102-41400	AD VALOREM TAX- CURRENT	\$ 1,504,808	\$ 1,504,808	\$ 95,342	\$ 95,342	6.3%	\$ 1,409,466	\$ 21,809	\$ 73,534
102-41401	AD VALOREM TAX- PRIOR	34,931	34,931	1,702	1,702	4.9%	33,229	2,686	(984)
102-41402	AD VALOREM TAX- PENALTY & INTEREST	26,324	26,324	530	530	2.0%	25,794	825	(296)
102-47510	INTEREST INCOME	8,310	8,310	870	870	10.5%	7,440	189	681
102-49553	TRANSFER FROM UTILITY FUND	874,660	874,660	72,888	72,888	8.3%	801,772	32,585	40,304
102-49554	TRANSFER FROM HOTEL/MOTEL OCC TAX FUND	165,949	165,949	13,829	13,829	8.3%	152,120	-	13,829
*** TOTAL REVENUE ***		2,614,982	2,614,982	185,161	185,161	7.1%	2,429,821	58,094	127,067
102 -DEBT SERVICE FUND- DETAIL									
EXPENSE									
102-57861	BOND ISSUANCE COST	-	-	-	-	0.0%	-	-	-
102-57864	CONTINUING DISCLOSURE	3,500	3,500	-	-	0.0%	3,500	-	-
102-57865	DEBT SERVICE INTEREST	845,081	845,081	-	-	0.0%	845,081	-	-
102-57866	DEBT SERVICE PRINCIPAL	1,680,000	1,680,000	-	-	0.0%	1,680,000	-	-
102-57867	PAYING AGENT FEES	1,500	1,500	750	750	50.0%	750	750	-
102-59904	TRANSFER TO WATER & WASTEWATER UTILITY FUND	-	-	-	-	0.0%	-	(7,278)	7,278
*** TOTAL EXPENSE ***		\$ 2,530,081	\$ 2,530,081	\$ 750	\$ 750	0.0%	\$ 2,529,331	\$ (6,528)	\$ 7,278
103 -CAPITAL PROJECTS FUND (GENERAL)- DETAIL									
REVENUE									
103-47510	INTEREST INCOME	\$ 46,300	\$ 46,300	\$ 11,706	\$ 11,706	25.3%	\$ 34,594	\$ 2,542	\$ 9,164
103-48523	SALE OF CAPITAL PROPERTY	1,400,000	1,400,000	-	-	0.0%	1,400,000	-	-
103-48530	OTHER FINANCING SOURCES	754,681	754,681	-	-	0.0%	754,681	-	-
*** TOTAL REVENUE ***		2,200,981	2,200,981	11,706	11,706	0.5%	2,189,275	2,542	9,164
103 -CAPITAL PROJECTS FUND (GENERAL)- DETAIL									
EXPENSE									
103-52710	R/M STREETS & ALLEYS	4,818,000	4,818,000	-	-	0.0%	4,818,000	-	-
103-55803	BANKING FEES	120	120	10	10	8.3%	110	10	-
103-57862	CAPITAL LEASE INTEREST	13,983	13,983	1,824	1,824	13.0%	12,159	1,198	626
103-57863	CAPITAL LEASE PRINCIPAL	754,681	754,681	-	-	0.0%	754,681	-	-



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103-58880	CAPITAL BUILDINGS & STRUCTURES	197,166	197,166	-	-	0.0%	197,166	20,253	(20,253)
103-58881	CAPITAL MACHINERY & EQUIPMENT	411,392	411,392	-	-	0.0%	411,392	4,745	(4,745)
103-58883	CAPITAL MOTOR VEHICLES	-	-	-	-	0.0%	-	(50,096)	50,096
103-58884	CAPITAL PARK IMPROVEMENTS	825,950	825,950	-	-	0.0%	825,950	-	-
103-59903	TRANSFER TO GRANT FUND	639,135	639,135	53,261	53,261	8.3%	585,874	-	53,261
*** TOTAL EXPENSE ***		<u>\$ 7,660,427</u>	<u>\$ 7,660,427</u>	<u>\$ 55,095</u>	<u>\$ 55,095</u>	<u>0.7%</u>	<u>\$ 7,605,332</u>	<u>\$ (23,890)</u>	<u>\$ 78,985</u>

Fund: 110 - GRANT FUND- DETAIL

REVENUE

110-43420	DEPT OF JUSTICE GRANT REVENUE	\$ 2,500	\$ 2,500	\$ 450	\$ 450	18.0%	\$ 2,050	\$ -	\$ 450
110-43421	TX DEPT OF STATE HEALTH SERVICES GRANT REVENUE	7,500	7,500	-	-	0.0%	7,500	-	-
110-43425	TX STATE LIB & ARC COMMISS GRANT REVENUE	4,080	4,080	-	-	0.0%	4,080	-	-
110-43431	TXDOT GRANT REVENUE	6,726	6,726	-	-	0.0%	6,726	-	-
110-43433	TX PARKS & WILDLIFE GRANT REVENUE	1,334,690	1,334,690	-	-	0.0%	1,334,690	-	-
110-43435	TX DEPT OF AGRICULTURE GRANT REVENUE	229,682	229,682	59,800	59,800	26.0%	169,882	-	59,800
110-49556	TRANSFER FROM GEN CAPITAL PROJECTS FUND	639,135	639,135	53,261	53,261	8.3%	585,874	-	53,261
*** TOTAL REVENUE ***		<u>2,224,313</u>	<u>2,224,313</u>	<u>113,511</u>	<u>113,511</u>	<u>5.1%</u>	<u>2,110,802</u>	<u>-</u>	<u>113,511</u>

Fund: 110 - GRANT FUND- DETAIL

EXPENSE

110-51636	OVERTIME- TRAFFIC STEP	6,726	6,726	-	-	0.0%	6,726	-	-
110-53732	PHONE/CABLE/INTERNET	4,080	4,080	-	-	0.0%	4,080	-	-
110-54740	AMBULANCE SUPPLIES	7,500	7,500	-	-	0.0%	7,500	-	-
110-54779	WEARING APPAREL	2,500	2,500	-	-	0.0%	2,500	-	-
110-55812	ENGINEERING SERVICES	150,325	150,325	-	-	0.0%	150,325	-	-
110-58884	CAPITAL PARK IMPROVEMENTS	1,752,720	1,752,720	-	-	0.0%	1,752,720	-	-
110-58885	CAPITAL SDWLKS/CLVRTS/BRDGS	335,528	335,528	-	-	0.0%	335,528	-	-
110-59900	TRANSFER TO GENERAL FUND	400,000	400,000	33,333	33,333	8.3%	366,667	-	33,333
*** TOTAL EXPENSE ***		<u>\$ 2,659,379</u>	<u>\$ 2,659,379</u>	<u>\$ 33,333</u>	<u>\$ 33,333</u>	<u>1.3%</u>	<u>\$ 2,626,046</u>	<u>\$ -</u>	<u>\$ 33,333</u>

201 -WATER & WASTEWATER UTILITY FUND- DETAIL

REVENUE

201-46472	ACCOUNT TRANSFER FEES	\$ 3,000	\$ 3,000	\$ 250	\$ 250	8.3%	\$ 2,750	\$ 350	\$ (100)
201-46480	WATER SALES	3,808,576	3,808,576	322,383	322,383	8.5%	3,486,193	290,658	31,725
201-46481	WATER TAP FEES	10,000	10,000	500	500	5.0%	9,500	500	-
201-46482	SEWER SALES	2,682,650	2,682,650	185,627	185,627	6.9%	2,497,023	182,037	3,590
201-46483	SEWER TAP FEES	11,000	11,000	500	500	4.5%	10,500	500	-
201-46484	PENALTIES	227,584	227,584	16,236	16,236	7.1%	211,348	21,249	(5,013)
201-46486	RECONNECT FEES	-	-	6	6	0.0%	(6)	-	6
201-46488	METER TAMPERING FEES	1,547	1,547	444	444	28.7%	1,103	-	444
201-46489	NSF CHECK FEES	2,020	2,020	240	240	11.9%	1,780	150	90
201-46491	SERVICE APPLICATION FEES	14,650	14,650	975	975	6.7%	13,675	1,150	(175)
201-46501	METER PURCHASE FEE	16,514	16,514	-	-	0.0%	16,514	2,521	(2,521)
201-47510	INTEREST INCOME	28,557	28,557	4,730	4,730	16.6%	23,827	3,176	1,554
201-48515	MISCELLANEOUS REVENUE	2,754	2,754	1,342	1,342	48.7%	1,412	-	1,342
201-48517	REBATES & DISCOUNTS	4,798	4,798	2,153	2,153	44.9%	2,645	6,058	(3,905)



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201-48518	INSURANCE PROCEEDS	13,000	13,000	-	-	0.0%	13,000	-	-
201-48522	SALE OF CAPITAL EQUIPMENT	-	-	8,860	8,860	0.0%	(8,860)	-	8,860
201-49560	TRANSFER FROM DEBT SERVICE FUND	-	-	-	-	0.0%	-	(7,278)	7,278
*** TOTAL REVENUE ***		<u>6,826,650</u>	<u>6,826,650</u>	<u>544,247</u>	<u>544,247</u>	<u>8.0%</u>	<u>6,282,403</u>	<u>501,071</u>	<u>43,175</u>
201 -WATER & WASTEWATER UTILITY FUND- DETAIL									
EXPENSE									
51-EMPLOYEE SERVICES									
201-51600	SUPERVISION	153,245	153,245	5,410	5,410	3.5%	147,835	5,383	26
201-51601	OPERATIONAL	758,474	758,474	29,166	29,166	3.8%	729,308	25,414	3,752
201-51612	ON CALL STIPEND	9,125	9,125	215	215	2.4%	8,910	173	42
201-51613	BI-LINGUAL PAY	1,800	1,800	75	75	4.2%	1,725	80	(5)
201-51614	CERTIFICATION PAY	7,800	7,800	288	288	3.7%	7,513	227	60
201-51616	EDUCATION PAY	7,500	7,500	313	313	4.2%	7,188	294	18
201-51617	LONGEVITY PAY	10,731	10,731	431	431	4.0%	10,300	437	(6)
201-51618	SALARY PREMIUM PAY	-	-	-	-	0.0%	-	-	-
201-51620	AUTO ALLOWANCE	2,000	2,000	-	-	0.0%	2,000	12	(12)
201-51621	CELL PHONE ALLOWANCE	2,100	2,100	-	-	0.0%	2,100	12	(12)
201-51623	OVERTIME- CALL-OUT	68,142	68,142	4,268	4,268	6.3%	63,874	1,264	3,003
201-51626	OVERTIME- HOLIDAY WORKED	7,812	7,812	-	-	0.0%	7,812	-	-
201-51629	OVERTIME- LATE CALLS	30,333	30,333	1,546	1,546	5.1%	28,787	1,484	62
201-51632	OVERTIME- SCHEDULED (MANDATED)	49,616	49,616	3,073	3,073	6.2%	46,543	2,562	511
201-51638	FICA	84,814	84,814	3,378	3,378	4.0%	81,436	2,814	565
201-51639	DENTAL INSURANCE	6,271	6,271	261	261	4.2%	6,010	248	14
201-51640	HEALTH INSURANCE	131,750	131,750	4,084	4,084	3.1%	127,666	4,382	(298)
201-51641	LIFE INSURANCE	361	361	15	15	4.1%	346	15	0
201-51642	TMRS	115,386	115,386	4,832	4,832	4.2%	110,554	4,104	728
201-51643	WORKER'S COMPENSATION	20,673	20,673	1,233	1,233	6.0%	19,440	1,002	231
201-51646	CONTRACT LABOR	3,570	3,570	-	-	0.0%	3,570	-	-
*** EXPENSE CATEGORY TOTALS ***		<u>1,471,503</u>	<u>1,471,503</u>	<u>58,586</u>	<u>58,586</u>	<u>4.0%</u>	<u>1,412,917</u>	<u>49,907</u>	<u>8,679</u>
52-MAINTENANCE									
201-52700	R/M BUILDINGS & STRUCTURES	232,899	232,899	35	35	0.0%	232,864	-	35
201-52701	R/M EQUIPMENT & MACHINERY	53,549	53,549	4,381	4,381	8.2%	49,168	125	4,256
201-52702	R/M LIFT STATIONS	84,421	84,421	1,615	1,615	1.9%	82,806	-	1,615
201-52703	R/M METERS TAPS SVC CONNECTS	70,000	70,000	7,738	7,738	11.1%	62,262	9,050	(1,312)
201-52705	R/M MOTOR VEHICLES	5,206	5,206	-	-	0.0%	5,206	78	(78)
201-52710	R/M STREETS & ALLEYS	52,263	52,263	758	758	1.5%	51,505	-	758
201-52711	R/M WASTEWATER PLANTS	24,348	24,348	-	-	0.0%	24,348	-	-
201-52712	R/M WATER & WASTEWATER MAINS	331,150	331,150	11,849	11,849	3.6%	319,301	3,623	8,226
201-52713	R/M WATER STORAGE TANKS	57,060	57,060	-	-	0.0%	57,060	-	-
201-52714	R/M WATER WELLS	129,133	129,133	108	108	0.1%	129,025	-	108
201-52715	DAMAGES & CLAIMS	13,000	13,000	-	-	0.0%	13,000	-	-
*** EXPENSE CATEGORY TOTALS ***		<u>1,053,029</u>	<u>1,053,029</u>	<u>26,484</u>	<u>26,484</u>	<u>2.5%</u>	<u>1,026,545</u>	<u>12,877</u>	<u>13,608</u>
53-UTILITIES									
201-53730	ELECTRICITY	497,722	497,722	19	19	0.0%	497,703	20,517	(20,498)
201-53731	NATURAL GAS	577	577	-	-	0.0%	577	49	(49)



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		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
201-53732	PHONE/CABLE/INTERNET	14,712	14,712	1,537	1,537	10.4%	13,175	1,118	419
201-53733	WATER/SEWER & GARBAGE	32,000	32,000	-	-	0.0%	32,000	-	-
*** EXPENSE CATEGORY TOTALS ***		545,011	545,011	1,556	1,556	0.3%	543,455	21,684	(20,128)
54-SUPPLIES									
201-54745	CASH OVER/SHORT	-	-	(2)	(2)	0.0%	2	-	(2)
201-54746	CHEMICAL SUPPLIES	172,851	172,851	1,095	1,095	0.6%	171,756	2,776	(1,681)
201-54752	FOOD	1,800	1,800	-	-	0.0%	1,800	-	-
201-54753	GROUNDWATER PURCHASES	25,557	25,557	-	-	0.0%	25,557	-	-
201-54756	JANITORIAL SUPPLIES	6,346	6,346	178	178	2.8%	6,168	83	96
201-54758	LAB EQUIPMENT & SUPPLIES	4,177	4,177	-	-	0.0%	4,177	-	-
201-54762	MINOR TOOLS & EQUIPMENT	20,373	20,373	180	180	0.9%	20,193	248	(68)
201-54763	MISCELLANEOUS SUPPLIES	2,700	2,700	-	-	0.0%	2,700	-	-
201-54764	MOTOR VEHICLE FUEL	58,276	58,276	-	-	0.0%	58,276	-	-
201-54765	OFFICE EQUIP/FURNITURE/FIXTR	500	500	-	-	0.0%	500	-	-
201-54766	OFFICE SUPPLIES	4,709	4,709	80	80	1.7%	4,629	(32)	112
201-54769	POSTAGE	446	446	27	27	6.2%	419	24	3
201-54778	TECHNOLOGY SUPPLIES	61,517	61,517	-	-	0.0%	61,517	-	-
201-54779	WEARING APPAREL	15,829	15,829	429	429	2.7%	15,400	487	(58)
*** EXPENSE CATEGORY TOTALS ***		375,081	375,081	1,988	1,988	0.5%	373,094	3,585	(1,598)
55-SERVICES									
201-55800	ACCOUNTING & AUDITING	16,380	16,380	-	-	0.0%	16,380	-	-
201-55804	BILLING & COLLECTION SERVICES	44,622	44,622	-	-	0.0%	44,622	-	-
201-55809	CREDIT CARD PROCESSING FEES	80,004	80,004	-	-	0.0%	80,004	-	-
201-55811	ELECTROINC PAYMENT- UB CREDITS	39,504	39,504	3,461	3,461	8.8%	36,043	3,318	143
201-55812	ENGINEERING SERVICES	55,000	55,000	-	-	0.0%	55,000	-	-
201-55813	FEES & PERMITS	40,775	40,775	-	-	0.0%	40,775	-	-
201-55815	INSURANCE-PROPERTY, PLANT, & EQUIPMENT	71,062	71,062	91,107	91,107	128.2%	(20,045)	63,421	27,686
201-55818	LAB SERVICES	116,000	116,000	1,976	1,976	1.7%	114,024	695	1,281
201-55819	LEASE/RENTAL OF EQUIPMENT	15,870	15,870	-	-	0.0%	15,870	796	(796)
201-55821	LEGAL ADVERTISING	1,000	1,000	-	-	0.0%	1,000	-	-
201-55824	MISCELLANEOUS SERVICES	500	500	504	504	100.9%	(4)	-	504
201-55826	PUBLIC COMMUNICATION	4,000	4,000	-	-	0.0%	4,000	-	-
201-55828	SOFTWARE	4,244	4,244	-	-	0.0%	4,244	-	-
201-55834	SOLID WASTE & SLUDGE DISPOSAL	205,908	205,908	2,153	2,153	1.0%	203,755	-	2,153
*** EXPENSE CATEGORY TOTALS ***		694,870	694,870	99,202	99,202	14.3%	595,668	68,231	30,972
56-TRAVEL & EDUCATION EXPENDITURES									
201-56851	MEMBERSHIP DUES	585	585	-	-	0.0%	585	-	-
201-56852	TRAINING EXPENSES	11,870	11,870	-	-	0.0%	11,870	-	-
201-56853	TRAVEL & LODGING EXPENSES	1,900	1,900	-	-	0.0%	1,900	-	-
*** EXPENSE CATEGORY TOTALS ***		14,355	14,355	-	-	0.0%	14,355	-	-
57-DEBT SERVICE									
201-57862	CAPITAL LEASE INTEREST	8,836	8,836	-	-	0.0%	8,836	-	-
201-57863	CAPITAL LEASE PRINCIPAL	150,747	150,747	-	-	0.0%	150,747	-	-



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		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 ***									
		159,583	159,583	-	-	0.0%	159,583	-	-
58-CAPITAL EXPENDITURES									
201-58880	CAPITAL BUILDINGS & STRUCTURES	43,095	43,095	-	-	0.0%	43,095	-	-
201-58881	CAPITAL MACHINERY & EQUIPMENT	51,936	51,936	-	-	0.0%	51,936	-	-
*** EXPENSE CATEGORY TOTALS ***		95,031	95,031	-	-	0.0%	95,031	-	-
59-TRANSFERS OUT									
201-59900	TRANSFER TO GENERAL FUND	1,552,072	1,552,072	129,339	129,339	8.3%	1,422,733	136,011	(6,671)
201-59901	TRANSFER TO DEBT SERVICE FUND	874,660	874,660	72,888	72,888	8.3%	801,772	32,585	40,304
*** EXPENSE CATEGORY TOTALS ***		2,426,732	2,426,732	202,228	202,228	8.3%	2,224,505	168,595	33,632
*** TOTAL EXPENSE ***		\$ 6,835,195	\$ 6,835,195	\$ 390,044	\$ 390,044	5.7%	\$ 6,445,152	\$ 324,879	\$ 65,165
203 -CAPITAL PROJECTS FUND (UTILITY)- DETAIL									
REVENUE									
203-47510	INTEREST INCOME	\$ 59,190	\$ 59,190	\$ 10,187	\$ 10,187	17.2%	\$ 49,003	\$ 2,434	\$ 7,754
203-48515	MISCELLANEOUS REVENUE	51,660	51,660	-	-	0.0%	51,660	-	-
203-48518	INSURANCE PROCEEDS	-	-	-	-	0.0%	-	183,569	(183,569)
*** TOTAL REVENUE ***		110,850	110,850	10,187	10,187	9.2%	100,663	186,003	(175,815)
203 -CAPITAL PROJECTS FUND (UTILITY)- DETAIL									
EXPENSE									
203-52700	R/M BUILDINGS & STRUCTURES	242,454	242,454	-	-	0.0%	242,454	-	-
203-52702	R/M LIFT STATIONS	169,540	169,540	-	-	0.0%	169,540	-	-
203-52711	R/M WASTEWATER PLANTS	63,493	63,493	-	-	0.0%	63,493	-	-
203-52712	R/M WATER & WASTEWATER MAINS	5,712,047	5,712,047	-	-	0.0%	5,712,047	-	-
203-52713	R/M WATER STORAGE TANKS	54,938	54,938	-	-	0.0%	54,938	-	-
203-52714	R/M WATER WELLS	457,600	457,600	-	-	0.0%	457,600	-	-
203-55812	ENGINEERING SERVICES	131,215	131,215	-	-	0.0%	131,215	-	-
203-55829	SPECIAL SERVICES	28,499	28,499	-	-	0.0%	28,499	-	-
203-58880	CAPITAL BUILDINGS & STRUCTURES	40,000	40,000	-	-	0.0%	40,000	-	-
*** TOTAL EXPENSE ***		\$ 6,899,786	\$ 6,899,786	\$ -	\$ -	0.0%	\$ 6,899,786	\$ -	\$ -



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	\$ 1,251,304	\$ -	\$ 142,215	\$ 11,619	\$ 11,528
REVENUE					
TAXES	24,416	-	-	-	-
FRANCHISE FEES	-	-	-	-	-
INTERGOVERNMENTAL REVENUE	-	-	-	-	-
FINES & FORFEITURE	-	551	666	50	-
LICENSE & PERMITS	-	-	-	-	-
FEES & CHARGES FOR SERVICES	4,400	-	-	-	-
INVESTMENT INCOME	2,075	-	327	27	27
MISCELLANEOUS RECEIPTS	4	-	-	-	-
TRANSFERS IN	-	(20,371)	-	-	-
Total	30,895	(19,820)	993	77	27
EXPENSE					
EMPLOYEE SERVICES	1,398	-	-	-	-
MAINTENANCE	564	-	-	-	-
UTILITIES	138	-	-	-	-
SUPPLIES	2,929	-	-	-	-
SERVICES	975	-	-	-	-
TRAVEL & EDUCATION EXPENDITURES	-	-	-	-	-
DEBT SERVICE	-	-	-	-	-
CAPITAL EXPENDITURES	37,795	-	-	-	-
TRANSFERS OUT	17,504	-	628	-	-
Total	61,303	-	628	-	-
Surplus (Deficit)	(30,408)	(19,820)	365	77	27
Ending Fund Balance	\$ 1,220,895	\$ (19,820)	\$ 142,580	\$ 11,696	\$ 11,555



NON MAJOR FUNDS SUMMARY					Keep Jacksonville Beautiful
	116 POLICE FEDERAL FORFEITURE FUND	119 WAR MEMORIAL FUND	TOTAL		301 BEAUTIFICATION FUND
Beginning Fund Balance	\$ 6,459	\$ 10,013	\$ 1,433,138		\$ 18,072
REVENUE					
TAXES	-	-	24,416		-
FRANCHISE FEES	-	-	-		-
INTERGOVERNMENTAL REVENUE	-	-	-		-
FINES & FORFEITURE	-	-	1,267		-
LICENSE & PERMITS	-	-	-		-
FEES & CHARGES FOR SERVICES	-	-	4,400		-
INVESTMENT INCOME	15	23	2,494		43
MISCELLANEOUS RECEIPTS	-	-	4		266
TRANSFERS IN	-	-	(20,371)		500
Total	15	23	12,209		809
EXPENSE					
EMPLOYEE SERVICES	-	-	1,398		-
MAINTENANCE	-	-	564		-
UTILITIES	-	-	138		-
SUPPLIES	-	-	2,929		138
SERVICES	-	-	975		-
TRAVEL & EDUCATION EXPENDITURES	-	-	-		-
DEBT SERVICE	-	-	-		-
CAPITAL EXPENDITURES	-	-	37,795		-
TRANSFERS OUT	-	-	18,133		-
Total	-	-	61,932		138
Surplus (Deficit)	15	23	(49,722)		671
Ending Fund Balance	\$ 6,474	\$ 10,036	\$ 1,383,416		\$ 18,743



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Summary of Cash and Investment Activity				
	Par Value	Book Value	Market Value	Ratio Market-to-Book Value
Beginning Balances				
Cash	\$ 6,434,192.97	\$ 6,434,192.97	\$ 6,434,192.97	100.00%
Investments	18,203,156.43	18,203,156.43	18,203,156.43	100.00%
Total	24,637,349.40	24,637,349.40	24,637,349.40	100.00%
Activity				
Cash	397,662.23	397,662.23	397,662.23	
Investments				
Net Accretion & Amortization				
Purchases	293,009.83	293,009.83	293,009.83	
Maturities/Calls	(900,000.00)	(900,000.00)	(900,000.00)	
Changes to Market Value	-	-	(86,553.69)	
Net Monthly Activity	(209,327.94)	(209,327.94)	(295,881.63)	
Ending Balances				
Cash	6,831,855.20	6,831,855.20	6,831,855.20	100.00%
Investments	17,596,166.26	17,596,166.26	17,509,612.57	99.51%
Total	\$ 24,428,021.46	\$ 24,428,021.46	\$ 24,341,467.77	99.65%



City of Jacksonville, Texas
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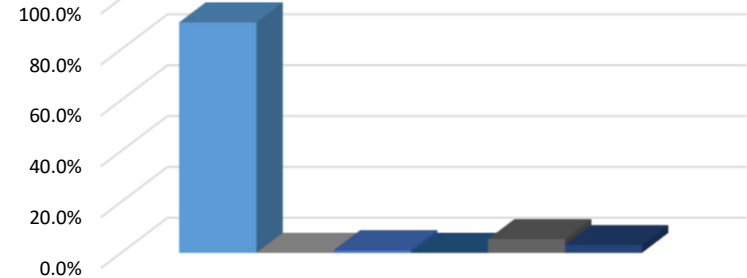
Summary of Cash and Investment Activity												
Purchase Date	Maturity Date	CUSIP / CD Number	Security Type	Par Value	Coupon	Purchase			Book Value	Market Value	Gain / (Loss)	Days to Maturity
						Price	Yield	Principal				
N/A	N/A	N/A	Cash In Depository Bank	\$1,102,320		\$ 100.000	1.000%	\$ 1,102,320	\$ 1,102,320	\$ 1,102,320	\$ -	1
N/A	N/A	N/A	Cash In Austin Bank	80		100.000	0.000%	80	80	80	-	1
N/A	N/A	N/A	Cash In BOK Financial	5,729,455		100.000	2.790%	5,729,455	5,729,455	5,729,455	-	1
N/A	N/A	N/A	FNC - Cash, Money Funds, and Bank Deposits	14,697		100.000	1.950%	14,697	14,697	14,697	-	1
N/A	N/A	N/A	LOGIC	2,127,264		100.000	3.117%	2,127,264	2,127,264	2,127,264	-	1
N/A	N/A	N/A	TexSTAR	2,126,088		100.000	2.853%	2,126,088	2,126,088	2,126,088	-	1
N/A	N/A	N/A	TexasDAILY	2,127,058		100.000	3.040%	2,127,058	2,127,058	2,127,058	-	1
N/A	N/A	N/A	Lone Star	2,127,197		100.000	3.070%	2,127,197	2,127,197	2,127,197	-	1
N/A	N/A	N/A	Texas FIT	6,771,863		100.000	2.860%	6,771,863	6,771,863	6,771,863	-	1
2/28/2020	2/28/2023	05580AVA9	CD - Bmw Bk North Amer Salt Lake City Utah	247,000		100.000	1.660%	247,000	247,000	245,177	(1,823)	120
3/4/2022	3/15/2024	39573LCX4	CD - Greenstate Cr Un North Liberty Iowa	249,000		100.000	1.660%	249,000	249,000	239,042	(9,958)	501
3/14/2022	3/18/2024	PER200JA8	CD - Comenity Bank Wilmington De	200,000		100.000	1.660%	200,000	200,000	192,153	(7,847)	504
4/6/2022	4/8/2024	14042TFB8	CD - Capital One Bk Usa Natl Assn Glen Allen Va	112,000		100.000	2.270%	112,000	112,000	108,261	(3,739)	525
4/21/2022	4/22/2024	02007GPS6	CD - Ally Bk Sandy Utah	249,000		100.000	2.470%	249,000	249,000	241,159	(7,841)	539
10/31/2022	4/30/2024	91334AAA1	CD - UNITED HERITAGE CR UN AUSTIN TE	249,000		100.000	4.640%	249,000	249,000	249,075	75	547
6/29/2022	7/1/2024	05961SNS9	CD - Banc Calif NA Irvine Ca	249,000		100.000	3.270%	249,000	249,000	243,216	(5,784)	609
1/31/2022	1/31/2025	70962LBA9	CD - Pentagon Federal Cr Un Tysons Corner Va	249,000		100.000	1.340%	249,000	249,000	230,564	(18,436)	823
2/23/2022	3/3/2025	02589ABM3	CD - American Express Natl Bk	248,000		100.000	1.920%	248,000	248,000	232,081	(15,919)	854
2/15/2022	2/14/2025	3133ENPG9	US Agency- Federal Farm Credit Bank	250,000		100.000	1.860%	250,000	250,000	234,718	(15,283)	837
Totals/Weighted Average				\$ 24,428,021			2.107%	\$ 24,428,021	\$ 24,428,021	\$ 24,341,468	\$ (86,554)	56
Benchmark - 8-week Treasury Bill Rates Coupon Equivalent							3.900%					



Summary of Cash and Investment Activity

Distribution by Maturity

	Par Value	Percent
1 to 30 days	\$22,126,021	90.6%
31 to 90 days	-	0.0%
91 to 180 days	247,000	1.0%
181 days to 1 year	-	0.0%
1 to 2 years	1,308,000	5.4%
More than 2 years	747,000	3.1%
	<u>\$ 24,428,021</u>	<u>100.0%</u>

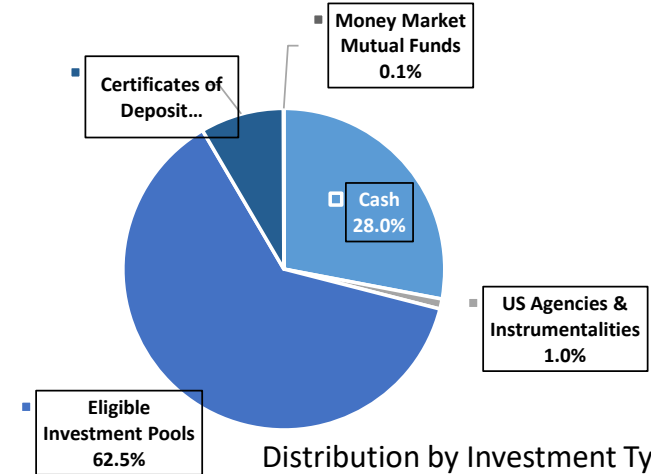


Distribution by Maturity

1 to 30 days 31 to 90 days 91 to 180 days
181 days to 1 year 1 to 2 years More than 2 years

Distribution by Investment Type

	Book Value	Percent
Cash	\$6,831,855	28.0%
US Agencies & Instrumentalities	250,000	1.0%
Eligible Investment Pools	15,279,470	62.5%
Certificates of Deposit	2,052,000	8.4%
US Treasury Bills / Notes / Bonds	-	0.0%
Money Market Mutual Funds	14,697	0.1%
Repurchase Agreements	-	0.0%
	<u>\$ 24,428,021</u>	<u>100.0%</u>



Distribution by Investment Type



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Summary of Cash and Investment Activity									
Transaction Information				Beginning			Ending		
Dates		Description	Security Type	Par Value	Book Value	Market Value	Par Value	Book Value	Market Value
Purchase	Maturity								
N/A	N/A	FNC - Cash, Money Funds, and Bank Deposits	Money Market Mutual Funds	\$ 9,591	\$ 9,591	\$ 9,591	\$ 14,697	\$ 14,697	\$ 14,697
N/A	N/A	LOGIC	Investment Pool	2,321,499	2,321,499	2,321,499	2,127,264	2,127,264	2,127,264
N/A	N/A	TexSTAR	Investment Pool	2,320,810	2,320,810	2,320,810	2,126,088	2,126,088	2,126,088
N/A	N/A	Texas Range	Investment Pool	2,321,422	2,321,422	2,321,422	2,127,058	2,127,058	2,127,058
N/A	N/A	Lone Star	Investment Pool	2,321,512	2,321,512	2,321,512	2,127,197	2,127,197	2,127,197
N/A	N/A	Texas FIT	Investment Pool	6,855,322	6,855,322	6,855,322	6,771,863	6,771,863	6,771,863
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	245,177
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	239,042
3/14/2022	3/18/2024	CD - Comenity Bank Wilmington De	Certificate of Deposit	200,000	200,000	200,000	200,000	200,000	192,153
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	108,261
4/21/2022	4/22/2024	CD - Ally Bk Sandy Utah	Certificate of Deposit	249,000	249,000	249,000	249,000	249,000	241,159
10/31/2022	4/30/2024	CD - UNITED HERITAGE CR UN AUSTIN TEX	Certificate of Deposit	-	-	-	249,000	249,000	249,075
6/29/2022	7/1/2024	CD - Banc Calif NA Irvine Ca	Certificate of Deposit	249,000	249,000	249,000	249,000	249,000	243,216
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	230,564
2/23/2022	3/3/2025	CD - American Express Natl Bk	Certificate of Deposit	248,000	248,000	248,000	248,000	248,000	232,081
2/15/2022	2/14/2025	US Agency- Federal Farm Credit Bank	US Agency	250,000	250,000	250,000	250,000	250,000	234,718
Total of Investments				18,203,156	18,203,156	18,203,156	17,596,166	17,596,166	17,509,613
Cash					6,434,193	6,434,193		6,831,855	6,831,855
Total Investments & Cash					<u>\$ 24,637,349</u>	<u>\$ 24,637,349</u>		<u>\$ 24,428,021</u>	<u>\$ 24,341,468</u>



Cash and Investment Distribution by Fund									
Transaction Information		101 GENERAL FUND	102 DEBT SERVICE FUND	103 CAPITAL PROJECTS FUND	110 GRANT FUND	111 HOTEL / MOTEL OCCUPANCY TAX FUND	112 COURT TECHNOLOGY FUND	113 COURT SECURITY FUND	114 COURT CHILD SAFETY TRUST FUND
Description	Security Type								
LOGIC	Investment Pool	\$ 785,402	\$ 58,819	\$ 30,071	\$ 640,003	\$ 113,621	\$ (3,077)	\$ 22,132	\$ 1,816
TexSTAR	Investment Pool	784,967	58,786	30,054	639,649	113,558	(3,075)	22,120	1,815
TexasDAILY	Investment Pool	785,325	58,813	30,068	639,941	113,610	(3,076)	22,130	1,815
Lone Star	Investment Pool	785,377	58,817	30,070	639,983	113,617	(3,076)	22,131	1,815
Texas FIT	Investment Pool	785,122	58,798	4,675,416	639,775	113,581	(3,075)	22,124	1,815
FNC	Money Market Mutual Funds	5,426	406	208	4,422	785	(21)	153	13
FNC Brokered CD's, Agencies	Certificates of Deposit, Agencies	849,915	63,650	32,541	692,574	122,954	(3,329)	23,950	1,965
Total of Investments		4,781,534	358,088	4,828,427	3,896,348	691,727	(18,730)	134,739	11,053
Cash		235,561	17,641	9,099	191,952	498,380	(923)	6,638	545
Total Investments & Cash		5,017,094	375,729	4,837,526	4,088,300	1,190,107	(19,653)	141,377	11,597

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	1,794	1,005	1,558	319,680	148,428	2,880	3,134	2,127,264
TexSTAR	Investment Pool	1,793	1,004	1,557	319,503	148,346	2,878	3,132	2,126,088
TexasDAILY	Investment Pool	1,793	1,005	1,558	319,649	148,414	2,880	3,134	2,127,058
Lone Star	Investment Pool	1,794	1,005	1,558	319,670	148,423	2,880	3,134	2,127,197
Texas FIT	Investment Pool	1,793	1,005	1,557	319,566	148,375	2,879	3,133	6,771,863
FNC	Money Market Mutual Funds	12	7	11	2,209	1,025	20	22	14,697
FNC Brokered CD's, Agencies	Certificates of Deposit, Agencies	1,941	1,087	1,686	345,939	160,620	3,116	3,392	2,302,000
Total of Investments		10,919	6,118	9,484	1,946,217	903,631	17,533	19,080	17,596,166
Cash		538	301	467	95,880	5,773,972	864	940	6,831,855
Total Investments & Cash		\$ 11,457	\$ 6,419	\$ 9,951	\$ 2,042,097	\$ 6,677,603	\$ 18,397	\$ 20,020	\$ 24,428,021



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	\$ 161.17	\$ 12.07	\$ 6.17	\$ 131.34	\$ 417.33	\$ (0.63)	\$ 4.54	\$ 0.37
LOGIC	2,128.49	159.40	81.49	1,734.46	307.92	(8.34)	59.98	4.92
TexSTAR	1,948.59	145.93	74.61	1,587.86	281.90	(7.63)	54.91	4.50
TexasDAILY	2,080.60	155.82	79.66	1,695.43	300.99	(8.15)	58.63	4.81
Lone Star	2,098.83	157.18	80.36	1,710.28	303.63	(8.22)	59.14	4.85
Texas FIT	1,949.23	145.98	11,335.94	1,588.38	281.99	(7.64)	54.93	4.51
FNC Money Market Mutual Funds	7.31	0.55	0.28	5.95	1.06	(0.03)	0.21	0.02
FNC Brokered CD's, US Agencies	1,244.25	93.18	47.64	1,013.91	180.00	(4.87)	35.06	2.88
Total	11,618.49	870.11	11,706.15	9,467.61	2,074.81	(45.51)	327.40	26.86

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	0.37	0.21	0.32	65.60	8,021.86	0.59	0.64	8,821.95
LOGIC	4.86	2.72	4.22	866.36	402.25	7.80	8.49	5,765.04
TexSTAR	4.45	2.49	3.87	793.13	368.25	7.15	7.78	5,277.78
TexasDAILY	4.75	2.66	4.13	846.86	393.20	7.63	8.30	5,635.33
Lone Star	4.79	2.69	4.16	854.28	396.64	7.70	8.38	5,684.70
Texas FIT	4.45	2.49	3.87	793.39	368.37	7.15	7.78	16,540.81
FNC Money Market Mutual Funds	0.02	0.01	0.01	2.97	1.38	0.03	0.03	19.79
FNC Brokered CD's, US Agencies	2.84	1.59	2.47	506.45	235.14	4.56	4.97	3,370.07
Total	\$ 26.53	\$ 14.87	\$ 23.05	\$ 4,729.05	\$ 10,187.10	\$ 42.60	\$ 46.36	\$ 51,115.47

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

November 2022

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

PART 1 UCR CRIMES

Offense Category	MONTHLY				YEAR TO DATE					
	Monthly Totals	Previous Month's Totals	Amount of Change	Percent Increase/Decrease	YTD 2022	2022 Per 1000/capita	YTD 2021	2021 Per 1000/capita	Amount of Change	Percent Increase/Decrease
Murder	0	0	No Change	*NC	0	0.00	1	0.07	-1	-100.00
Rape	0	0	No Change	*NC	9	0.60	20	1.38	-11	-55.00
Robbery	0	0	No Change	*NC	4	0.27	4	0.28	No Change	0.00
Individual	0	0	No Change	*NC	1	0.07	1	0.07	No Change	0.00
Business	0	0	No Change	*NC	3	0.20	3	0.21	No Change	0.00
Assaults	26	33	-7	-21.21	259	17.36	213	14.65	46	21.60
Aggravated	5	13	-8	-61.54	65	4.36	68	4.68	-3	-4.41
Other Assaults	21	20	1	5.00	194	13.00	145	9.97	49	33.79
Burglary	3	13	-10	-76.92	74	4.96	52	3.58	22	42.31
Habitation	2	4	-2	-50.00	31	2.08	24	1.65	7	29.17
Building	1	9	-8	-88.89	43	2.88	28	1.93	15	53.57
Theft	18	17	1	5.88	204	13.67	145	9.97	59	40.69
Burglary Vehicle	0	1	-1	-100.00	16	1.07	27	1.86	-11	-40.74
Burglary Coin-Op Machine	0	0	No Change	*NC	0	0.00	2	0.14	-2	-100.00
Thefts	18	16	2	12.50	188	12.60	116	7.98	72	62.07
Motor Vehicle Theft	6	0	6	*NC	32	2.14	25	1.72	7	28.00
TOTAL OFFENSES	53	63	-10	-15.87	573	38.40	460	31.63	113	24.57

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	20	33	-13	-39.39	304	20.37	276	18.98	28	10.14
Injury Accidents	8	10	-2	-20.00	87	5.83	67	4.61	20	29.85
Number Transported	4	10	2	-60.00	80	5.36	74	5.09	6	8.11
Fatality Accidents	0	1	-1	-100.00	3	0.20	2	0.14	1	50.00
Fatalities	0	1	-1	-100.00	3	0.20	2	0.14	1	50.00

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	1,879	1,938	-59	-3.04	20,304	1360.58	21,865	1503.37	-1561	-7.14
Citations	290	225	65	28.89	2,099	140.66	4,674	321.37	-2575	-55.09
Offense Reports	138	117	21	17.95	1,631	109.29	1,246	3287.60	385	30.90
Response Time Avg. Emergency	10.32	7.83	2.49	31.80	6.76		6.45		0.31	4.81
Response Time Avg. Non-Emer.	18.53	10.39	8.14	78.34	11.53		8.27		3.26	39.42

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	54	0	54	*NC	269	18.03	155	10.66	114	73.55
911 Calls - Total	689	722	-33	-4.57	5,665	379.62	12,831	882.22	-7166	-55.85
911 Calls - Police	185	233	-48	-20.60	2,593	173.76	3,059	210.33	-466	-15.23
911 Calls - Fire	64	64	No Change	0.00	709	47.51	490	33.69	219	44.69
911 Calls - EMS	123	233	-110	-47.21	1,607	107.69	2,530	173.95	-923	-36.48

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	41	104	-63	-60.58	835	55.95	654	44.97	181	27.68
Cases Cleared	41	95	-54	-56.84	706	47.31	577	39.67	129	22.36
Cases Filed (Misdemeanor)	50	11	39	354.55	389	26.07	322	22.14	67	20.81
Cases Filed (Felony)	57	26	31	119.23	351	23.52	313	21.52	38	12.14
Cases Filed (Juvenile)	0	1	-1	-100.00	18	1.21	10	0.67	8	80.00

ARRESTS

ACTIVITY	MONTHLY				YEAR TO DATE					
	Monthly Totals	Previous Month's Totals	Amount of Change	Percent Increase/Decrease	YTD 2022	2022 Per 1000/capita	YTD 2021	2021 Per 1000/capita	Amount of Change	Percent Increase/Decrease
DWI Arrest	4	8	-4	-50.00	71	4.76	57	3.92	14	24.56
Adult Arrests	23	72	-49	-68.06	588	39.40	565	38.85	23	4.07
City Warrant Cleared	55	79	-24	-30.38	264	17.69	347	23.86	-83	-23.92
Drug Related Arrests	20	35	-15	-42.86	239	16.02	112	7.70	127	113.39
Juvenile Arrests	1	2	-1	-50.00	26	1.74	8	0.55	18	225.00

POLICE PERSONNEL

ACTIVITY	MONTHLY				YEAR TO DATE					
	Monthly Totals	Previous Month's Totals	Amount of Change	Percent Increase/Decrease	YTD 2022	2022 Per 1000/capita	YTD 2021	2021 Per 1000/capita	Amount of Change	Percent Increase/Decrease
TCOLE Training Hours	48	42	6	14.29	4,013	268.91	1,617	111.18	2396	148.18
Community Meetings	10	11	-1	-9.09	94	6.30	41	2.82	53	129.27
Lake Patrol Hours	0	0	No Change	*NC	117	7.84	117	8.04	No Change	0.00
Volunteer Hours	123	61	62	101.64	472	31.63	871	59.89	-399	-45.81
Volunteer Security Checks	215	50	165	330.00	952	63.79	543	37.33	409	75.32
Open Records Requests	125	126	-1	-0.79	1,105	74.05	212	14.58	893	421.23
Special Events	0	3	-3	-100.00	17	1.14	8	0.55	9	112.50

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	26	23	3	13	259	17.36	302	20.76	-43	-14.2
- Junk Vehicles	6	4	2	50	50	3.35	61	4.19	-11	-18.0
- Grass/Weeds	9	28	-19	-68	234	15.68	230	15.81	4	1.7
- Illegal Signs	19	19	No Change	0	366	24.53	354	24.34	12	3.4
- Unsafe Conditions	2	3	-1	-33	14	0.94	7	0.48	7	100.0
- Vendors	1	0	1	*NC	9	0.60	63	4.33	-54	-85.7
- Other	7	10	-3	-30	48	3.22	31	2.13	17	54.8
Resolved - Trash	16	17	-1	-6	147	9.85	288	19.80	-141	-49.0
- Junk Vehicles	3	3	No Change	0	26	1.74	51	3.51	-25	-49.0
- Grass/Weeds	5	21	-16	-76	137	9.18	180	12.38	-43	-23.9
- Illegal Signs	19	19	No Change	0	364	24.39	352	24.20	12	3.4
- Unsafe Conditions	2	3	-1	-33	11	0.74	5	0.34	6	120.0
- Vendors	1	0	1	*NC	9	0.60	64	4.40	-55	-85.9
- Other	7	10	-3	-30	47	3.15	21	1.44	26	123.8

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	44	45	-1	-2	375	25.13	276	18.98	99	35.9
Dogs - Adopted / Rescued	7	13	-6	-46	198	522.43	222	15.26	-24	-10.8
Dogs - Reclaimed by Owner	5	7	-2	-29	66	4.42	49	3.37	17	34.7
Cats - Intake	20	25	-5	-20	152	10.19	118	8.11	34	28.8
Cats - Adopted / Rescued	8	10	-2	-20	82	5.49	86	5.91	-4	-4.7
Cats - Reclaimed by Owner	0	0	No Change	*NC	0	0.00	3	0.21	-3	-100.0
Calls for Service Total	117	60	57	95	1,269	85.04	818	56.24	451	55.1
Barking Dogs	1	1	No Change	0	13	0.87	31	2.13	-18	-58.1
Loose Animals	82	45	37	82	804	53.88	345	23.72	459	133.0
Other Wildlife - Livestock	3	2	1	50	45	3.02	38	2.61	7	18.4
Value of Donated Materials	\$400	\$550	-150	-27	\$3,944	264.29	\$4,474	307.62	-\$530	-11.8
Volunteer Hours	42	34	8	24	553	37.06	587	40.36	-34	-5.8
Community Service Hours	284	290	-6	-2	3,589	240.50	2,957	203.31	632	21.4



Community & Public Services Reported Concerns



Monthly Report

November-22

Building

CONCERN

Building

Illegal Use of Occupancy

Misc. - Issue Internal Use

General

Inspection

Other

Zoning Violations

Nov-22	Oct. 1 - YTD	Notes:
	0	
	0	
	0	
	5	
	0	
5	8	
	0	

Parks

CONCERN

Overgrowth

Trash & Rubbish

Other

Parks/Facility Maintenance

		Notes:
	0	
	0	
	0	
	0	
	0	

Public Services

CONCERN

General Request-Public Services

		Notes:
	0	

Sanitation

CONCERN

Trash Can

Trash & Rubbish

		Notes:
1	3	
	0	

Bulky Waste Pick Up Request

75	133	
----	-----	--

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:
1	1	
1	2	
4	12	
	0	
	0	
	0	
1	1	
	5	
4	6	
	0	
	1	
	0	
	0	
3	4	

Water

- CONCERN
- Fire Hydrant Maintenance
 - locates
 - Water in the Streets
 - Water Leaks
 - Water Meter Leaks
 - Other

		Notes:
1	2	
25	41	
	0	
5	18	
4	6	
	9	

Wastewater Collection

- CONCERN
- Sewer backup
 - sewage other
 - Sewage Leak
 - Sewer Odor

		Notes:
11	16	
2	2	
2	5	
1	3	

Utility Billing

CONCERN

Park Reservations

Permits

Reads

Meter Turn on/Turn off

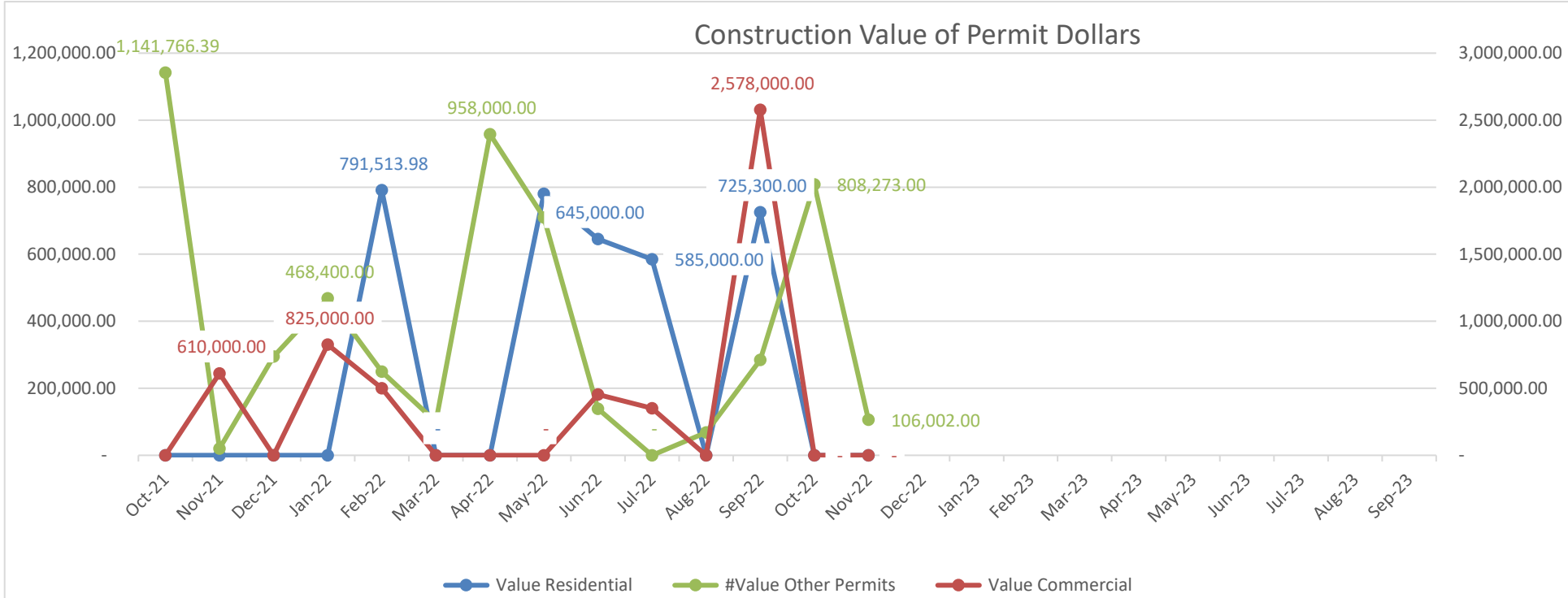
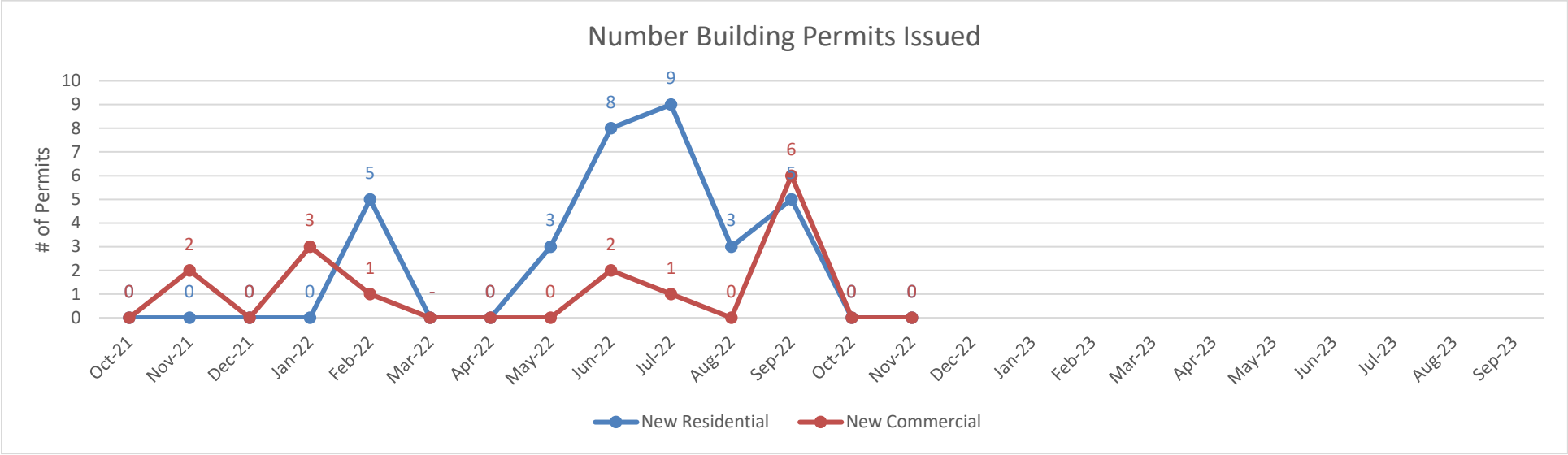
Account setups- new/transfer/ disconnect

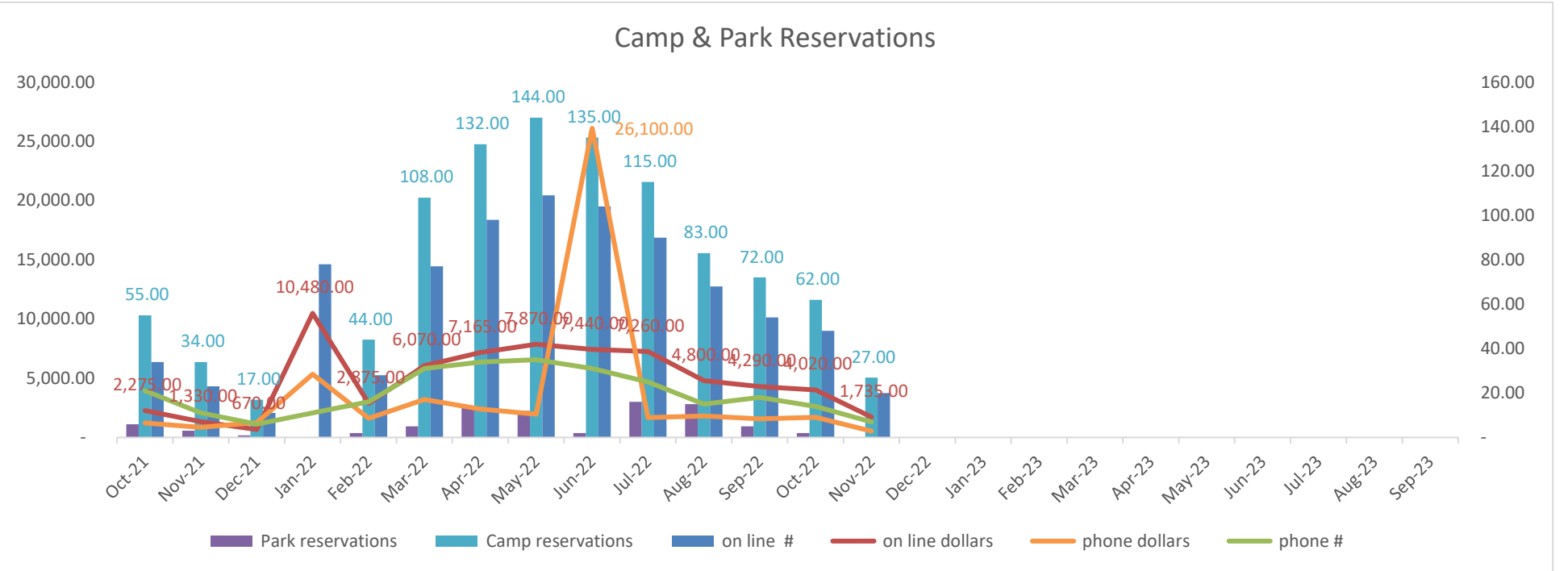
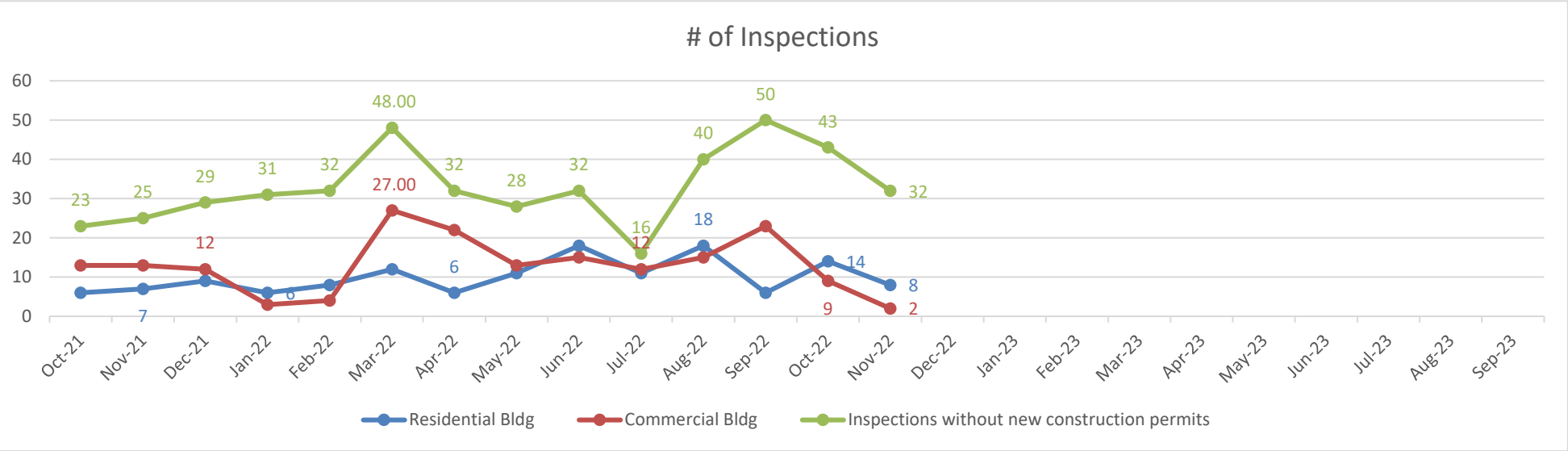
Biling questions

AMI Meter repairs/ replacements

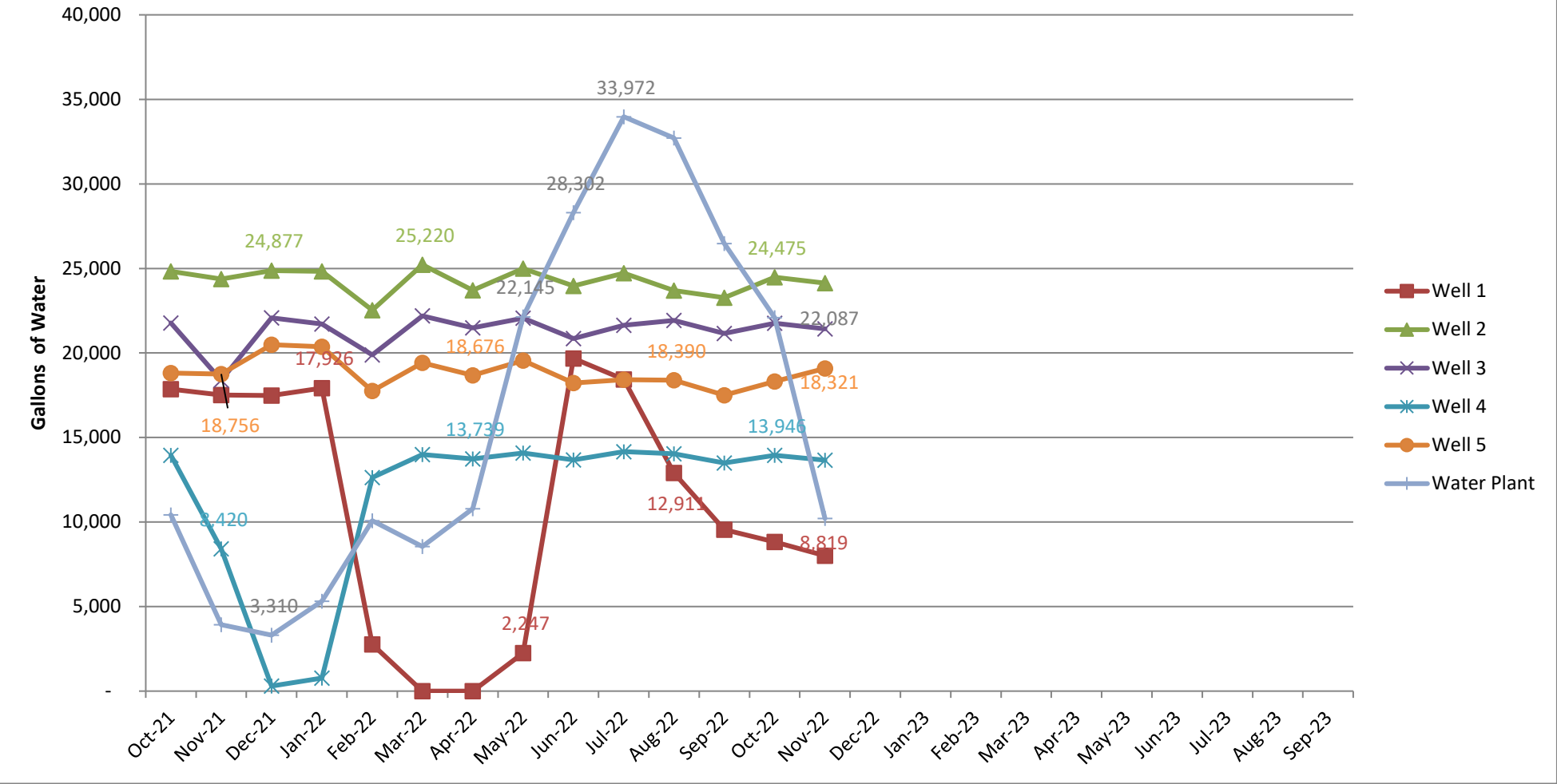
Totals

		Notes:
	0	
	0	
	0	
16	37	
	0	
1	1	
20	61	
183	382	



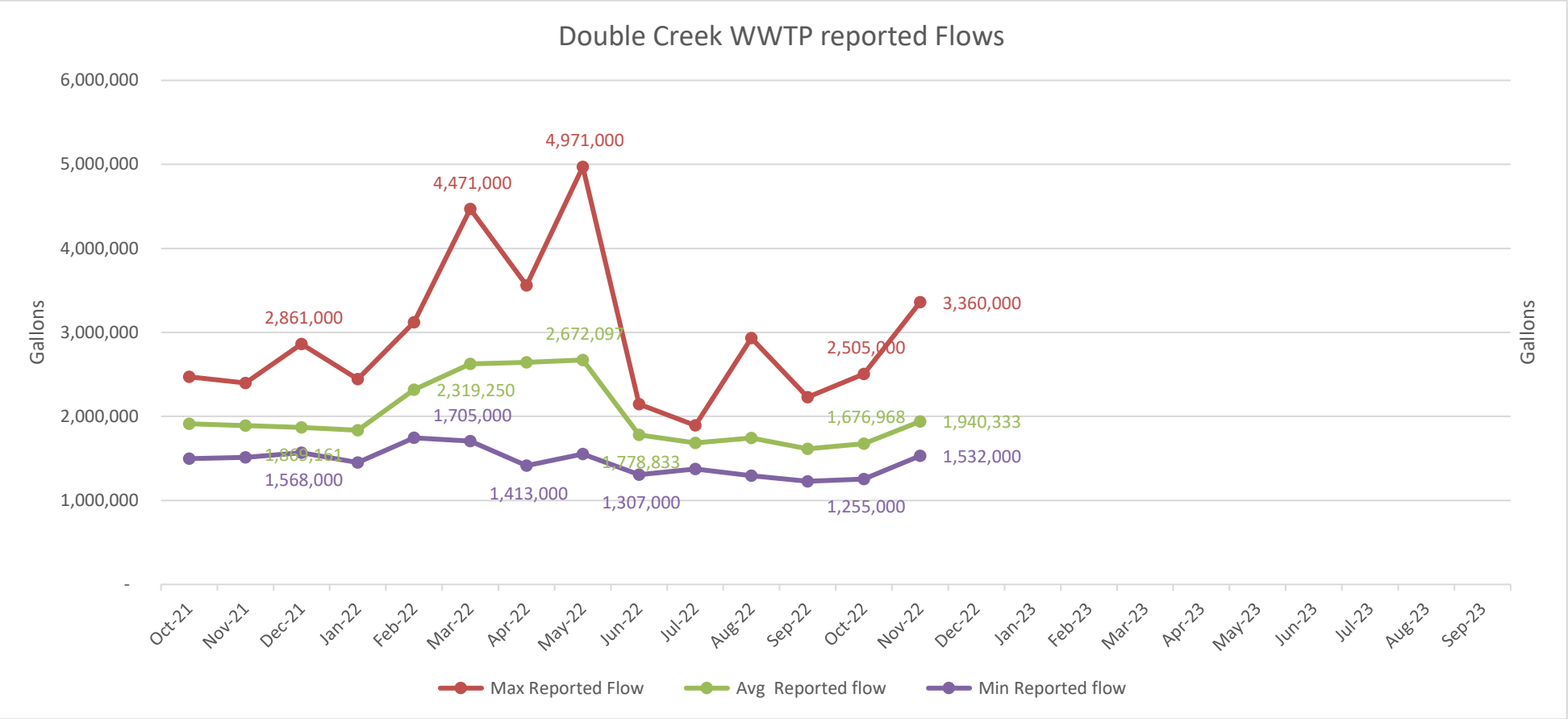


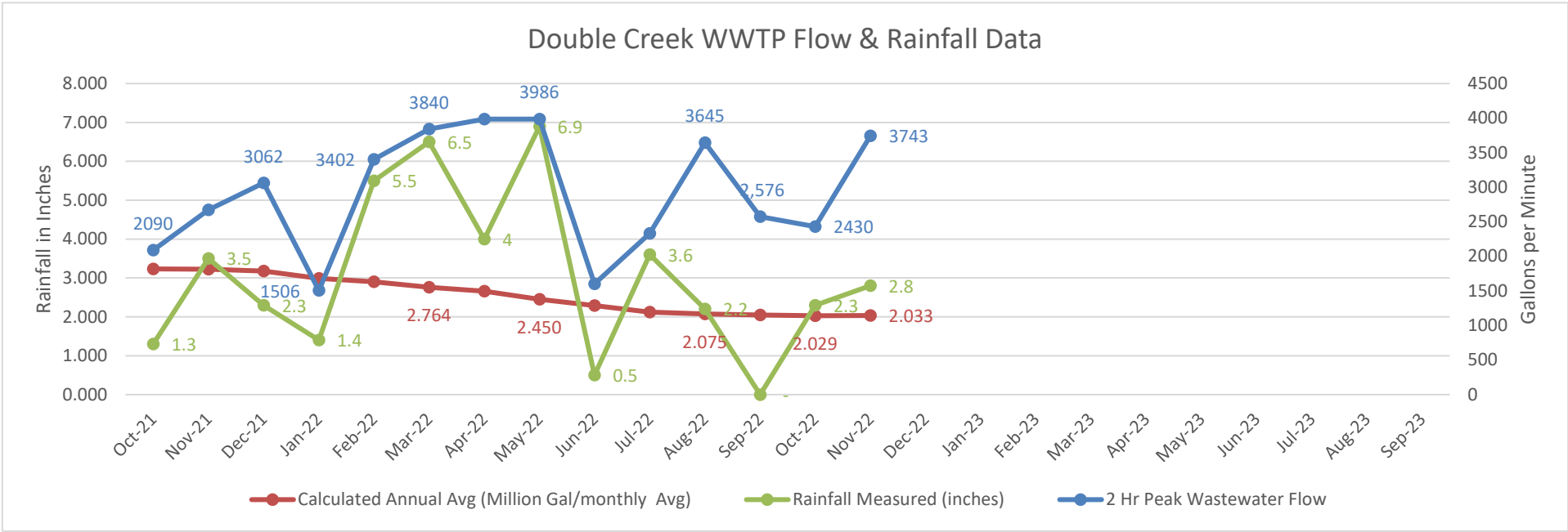
Monthly Water Production



** information from Water Plant Daily Production Logs

Wastewater:

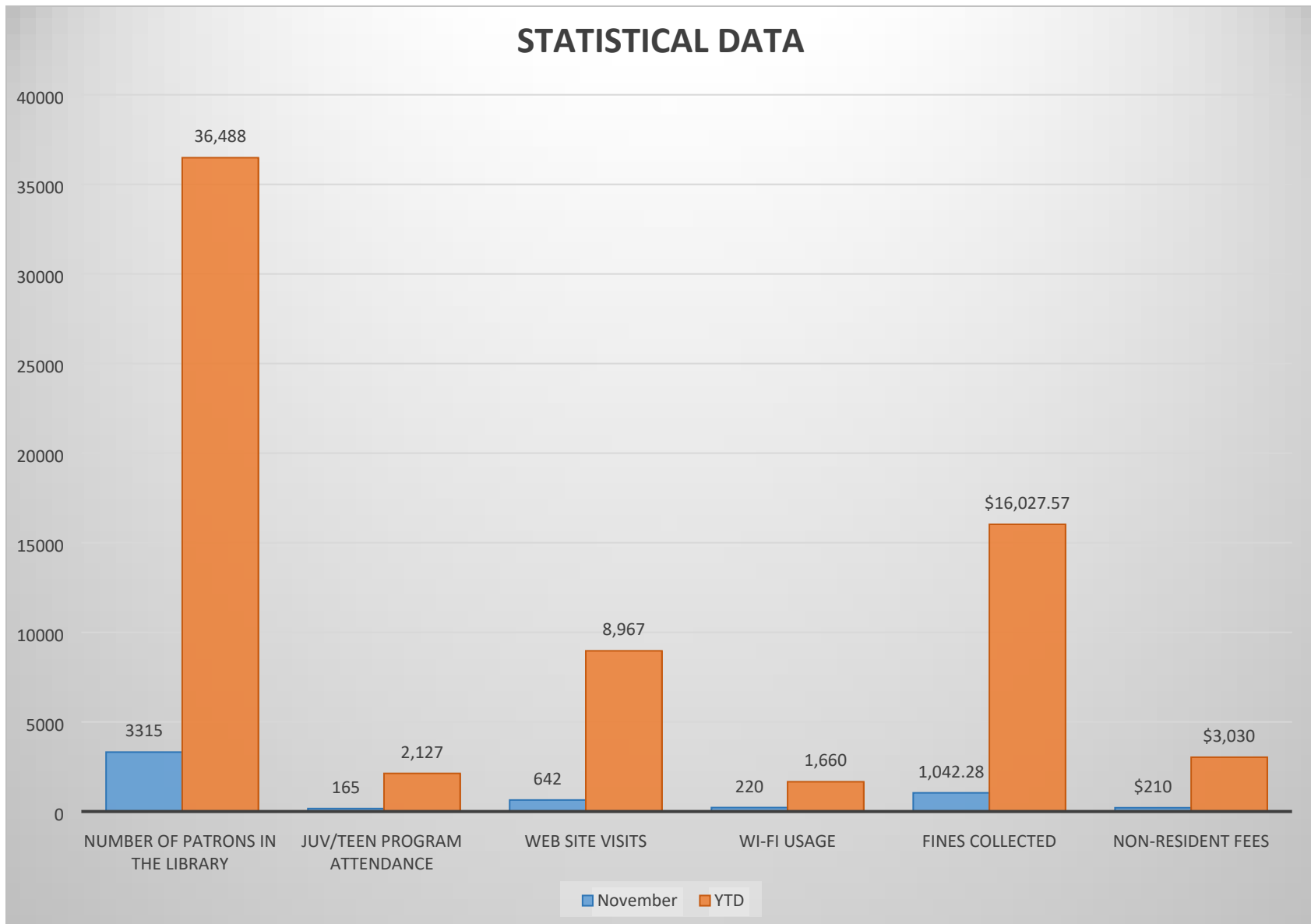




** information from WasteWater Plant Daily Log Reports

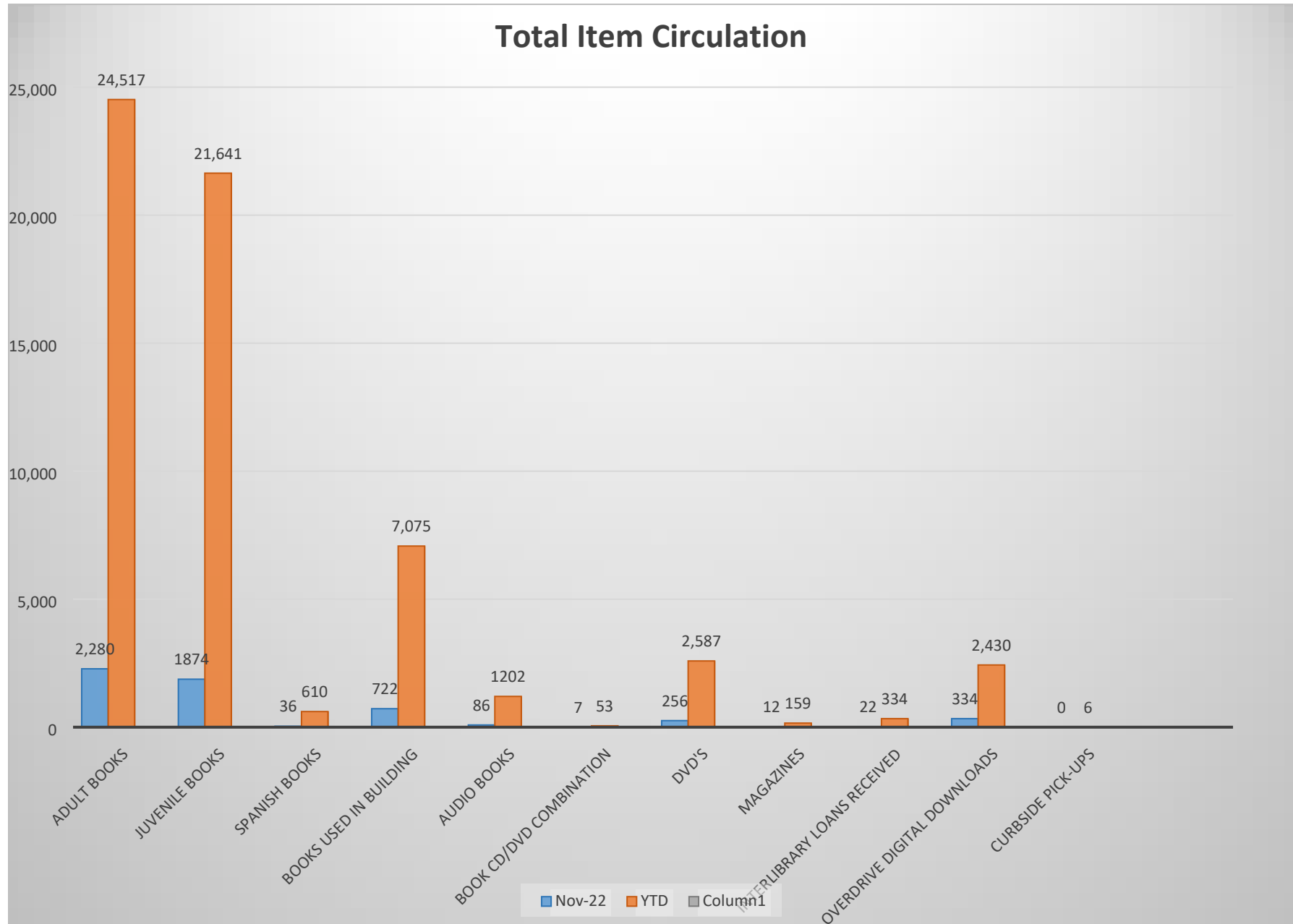
CITY OF JACKSONVILLE
PUBLIC LIBRARY
MONTHLY REPORT
November 2022

STATISTICAL DATA



CITY OF JACKSONVILLE
PUBLIC LIBRARY
MONTHLY REPORT
November 2022

Total Item Circulation



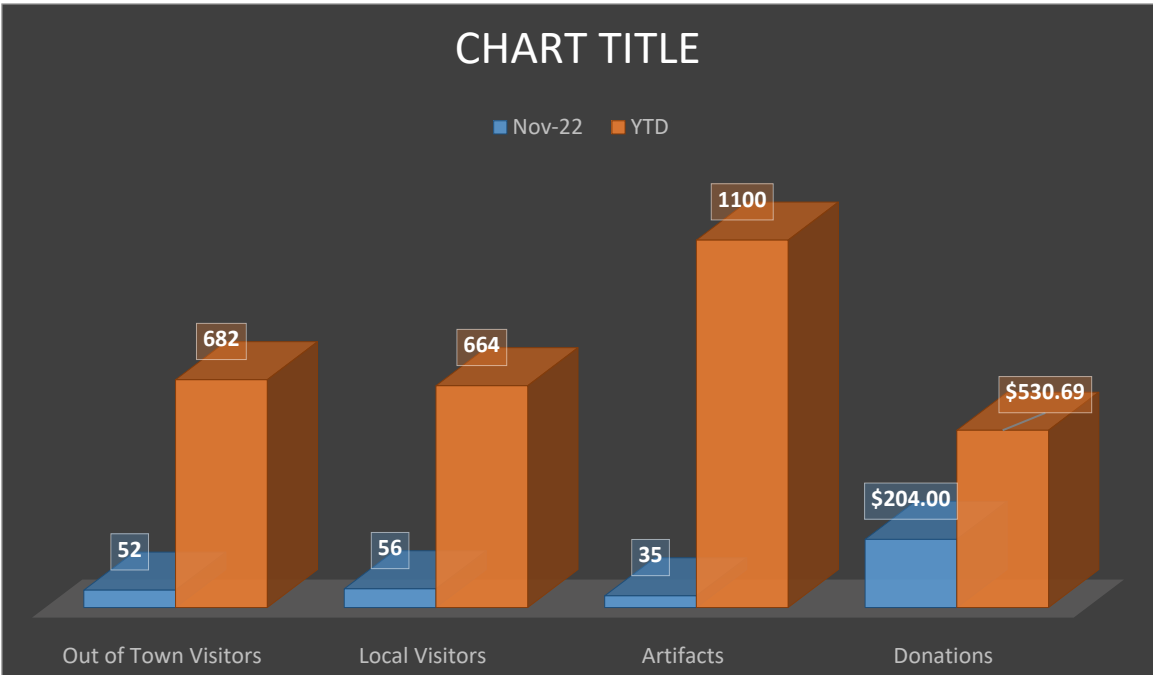
**CITY OF JACKSONVILLE
PUBLIC LIBRARY
MONTHLY REPORT
November 2022**

Items provided to other libraries through Interlibrary Loan: 7 monthly / YTD 202 total.

Book and DVD gifts to the library for the month of October: 15 items / YTD 422 items.

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

CITY OF JACKSONVILLE
Vanishing Texana Museum
MONTHLY REPORT
November 2022



Nov 2022 total museum visitors - 108

Artifacts inventory for Nov = 85