



## ***THE CITY OF JACKSONVILLE***

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**JACKSONVILLE CITY COUNCIL MEETING  
JACKSONVILLE CITY HALL COUNCIL CHAMBERS  
315 S. RAGSDALE  
TUESDAY, SEPTEMBER 14, 2021  
6:00 PM**

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

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- 1. CALL TO ORDER**
- 2. INVOCATION**
- 3. PLEDGE OF ALLEGIANCE US & TEXAS FLAGS**
- 4. SPECIAL PRESENTATION –**
  - A. EMPLOYER OF THE MONTH PRESENTED BY INTERIM JEDCO PRESIDENT SHERRI MCDONALD - SOUTHERN MULTIFOODS**
  - B. RECOGNIZE BARRY HUGHES FOR HIS VOLUNTEER WORK AT THE VANISHING TEXANA MUSEUM**
  - C. PROCLAMATION DECLARING OCTOBER 5, 2021 AS NATIONAL NIGHT OUT**
  - D. RECOGNITION OF JAMES HUBBARD FOR HIS WORK WITH JACKSONVILLE ECONOMIC DEVELOPMENT CORPORATION**
- 5. CITIZEN PARTICIPATION**
- 6. CONSENT AGENDA - ITEMS UNDER CONSENT AGENDA REQUIRE LITTLE OR NO DELIBERATIONS BY COUNCIL. APPROVAL OF CONSENT AGENDA AUTHORIZES THE CITY MANAGER OR HIS DESIGNEES TO PROCEED WITH CONCLUSION OF EACH ITEM IN ACCORDANCE WITH STAFF RECOMMENDATION**
  - A. MINUTE APPROVAL AUGUST 10, 2021 REGULAR COUNCIL MEETING; SPECIAL COUNCIL MEETING AUGUST 23, 2021; SEPTEMBER 9, 2021 AGENDA WORKSHOP**
  - B. APPROVE CLOSING THE 100 BLK. OF SOUTH BONNER BETWEEN WILSON AND COMMERCE FOR THE BULL BASH KICKOFF DANCE**
  - C. APPROVE ROAD CLOSURES IN SUPPORT OF NATIONAL NIGHT OUT OCTOBER 5, 2021**
  - D. APPROVE STREET CLOSURE FOR ANNUAL CHRISTMAS PARADE AS REQUESTED BY THE CHAMBER OF COMMERCE**
- 7. DISCUSS AND CONSIDER WITH POSSIBLE ACTION AN ORDINANCE ADOPTING THE 2021-2022 BUDGET. TAKE A RECORDED VOTE OF EACH COUNCILMEMBER**
- 8. DISCUSS AND CONSIDER WITH POSSIBLE ACTION AN ORDINANCE SETTING A TAX RATE OF .68995 PER \$100 VALUE FOR THE 2021-2022 FISCAL YEAR. TAKE A RECORDED VOTE OF EACH COUNCILMEMBER**
- 9. DISCUSS AND CONSIDER WITH POSSIBLE ACTION THE RE-PLAT OF LOT 8RR AND 9RR OF REDBIRD LANE SUBDIVISION**
- 10. DISCUSS AND CONSIDER WITH POSSIBLE ACTION A RE-PLAT OF LOTS 6 & 7 OF BLOCK C LAKE SPRINGS SUBDIVISION LAKE JACKSONVILLE**
- 11. DISCUSS AND CONSIDER WITH POSSIBLE ACTION APPROVING THE 2021-2022 JACKSONVILLE ECONOMIC DEVELOPMENT BUDGET**



## ***THE CITY OF JACKSONVILLE***

**SEPTEMBER 14, 2021**

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- 12. DISCUSS AND CONSIDER APPROVAL OF AN INVOICE FROM DREWERY CONSTRUCTION FOR THE 2021 STREET OVERLAYS**
- 13. DISCUSS AND CONSIDER APPROVAL OF AN INVOICE FROM CAPPS-CAPCO CONSTRUCTION FOR ASPHALT STREET PATCHING**
- 14. DISCUSS AND CONSIDER WITH POSSIBLE ACTION MODIFICATIONS TO THE ENGINEERING CONTRACT FOR THE DOWNTOWN SIDEWALK GRANT**
- 15. DISCUSS AND CONSIDER WITH POSSIBLE ACTION A RESOLUTION SUPPORTING AND ADOPTING THE ALLOCATION METHOD FOR OPIOID SETTLEMENT PROCEEDS**
- 16. REVIEW AND DISCUSS TDA SECTION 3 PRESENTATION AS REQUIRED BY TEXAS DEPARTMENT OF AGRICULTURE FOR COMMUNITY DEVELOPMENT BLOCK GRANTS**
- 17. DISCUSS AND CONSIDER WITH POSSIBLE ACTION AN ORDINANCE REMOVING BARRIADAS AT NACOGDOCHES AND HWY 69 AND ALLOWING FOR TWO WAY TRAFFIC**
- 18. DISCUSS AND CONSIDER WITH POSSIBLE ACTION AN ORDINANCE DELETING ORDINANCE 1603 WHICH PROHIBITED THRU TRAFFIC ON DEVEREAUX STREET**
- 19. OPEN FORUM FOR MAYOR AND COUNCIL**
- 20. CITY MANAGER REPORT**
- 21. CLOSED EXECUTIVE SESSION CITY HALL CONFERENCE ROOM-PER OPEN MEETINGS ACT-PER TEXAS GOVERNMENT CODE SECTION:**
  - A. 551.071 CONSULT CITY ATTORNEY**
  - B. 551.072 REAL PROPERTY**
- 22. RECONVENE TO OPEN SESSION FOR ANY ACTION IF NECESSARY**
- 23. ADJOURN**

**POSTED THIS THE 10TH DAY OF SEPTEMBER 2021. 5:00 PM**

### **CERTIFICATION**

**I CERTIFY THAT THIS NOTICE WAS POSTED AT CITY HALL FOR PUBLIC VIEWING ON THE DATE AND TIME DESIGNATED ABOVE.**

**ADRIANN BROCK, EXECUTIVE ASSISTANT**

**ALL ITEMS ON THE AGENDA ARE FOR POSSIBLE DISCUSSION AND ACTION. THE JACKSONVILLE CITY COUNCIL OR THIS BOARD RESERVES THE RIGHT TO ADJOURN INTO EXECUTIVE SESSION AT ANY TIME DURING THIS MEETING TO DISCUSS ANY OF THE MATTERS LISTED ABOVE, AS AUTHORIZED BY TEXAS GOVERNMENT CODE SECTIONS 551.071(CONSULTATION WITH ATTORNEYS); 551.072 (DELIBERATIONS ABOUT REAL PROPERTY); 551.073 (DELIBERATIONS ABOUT GIFTS AND DONATIONS); 551.074 (PERSONNEL MATTERS); 551.076(DELIBERATIONS ABOUT SECURITY DEVICES); AND 551.087(DELIBERATIONS REGARDING ECONOMIC DEVELOPMENT NEGOTIATIONS).THE CITY OF JACKSONVILLE IS COMMITTED TO COMPLIANCE WITH THE AMERICAN WITH DISABILITIES ACT (ADA). REASONABLE ACCOMMODATION AND EQUAL ACCESS TO COMMUNICATIONS WILL BE PROVIDED TO THOSE WHO PROVIDE NOTICE TO THE CITY SECRETARY AT (903)339-3306 AT LEAST 48 HOURS IN ADVANCE.**





## ***THE CITY OF JACKSONVILLE***

**SEPTEMBER 14, 2021**  
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## *Jacksonville City Council*

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# AGENDA ITEM REPORT

|               |                            |              |                            |
|---------------|----------------------------|--------------|----------------------------|
| AGENDA DATE:  | 9/14/2021                  | ITEM NUMBER: | 4.C.                       |
| DEPARTMENT:   | Police                     | PREPARED BY: | JOE WILLIAMS, POLICE CHIEF |
| INITIATED BY: | JOE WILLIAMS, POLICE CHIEF | EXHIBITS:    | NNO Proclamation           |

### EXECUTIVE SUMMARY:

Proclamation declaring October 5, 2021 as National Night Out

### RECOMMENDED ACTION:

No action reading of proclamation by Mayor Randy Gorham only.

### BID AND AWARD:

N/A

### BUDGET DATA:

N/A

### BUDGET JUSTIFICATION:

N/A

**BACKGROUND:**

N/A

**POLICY/GOAL CONSIDERATION:**

N/A

**LEGAL:**

N/A

## **PROCLAMATION**

### **National Night Out 2021**

**WHEREAS**, the National Association of Town Watch (NATW) is sponsoring a unique, nationwide crime, drug and violence prevention program on October 5<sup>th</sup> entitled “National Night Out”; and

**WHEREAS**, the “38<sup>th</sup> Annual National Night Out” provides a unique opportunity for the city of Jacksonville to join forces with thousands of other communities across the country in promoting cooperative, police-community crime prevention efforts; and

**WHEREAS**, the Police Department plays a vital role through joint crime, drug and violence prevention efforts in Jacksonville and is supporting “National Night Out 2021” locally; and

**WHEREAS**, it is essential that all citizens of Jacksonville be aware of the importance of crime prevention programs and impact that their participation can have on reducing crime, drugs and violence in Jacksonville; and

**WHEREAS**, police-community partnerships, neighborhood safety, awareness and cooperation are important themes of the “National Night Out” program;

**NOW, THEREFORE** I, Mayor Randy Gorham, do hereby call upon all citizens of Jacksonville to join the Jacksonville Police Department and the National Association of Town Watch in supporting the “38<sup>th</sup> Annual National Night Out” on October 5<sup>th</sup>, 2021.

**FURTHER, LET IT BE RESOLVED THAT** I, Mayor Randy Gorham proclaim Tuesday, October 5<sup>th</sup> as National Night Out in Jacksonville.

Signed this the 14<sup>th</sup> day of September 2021

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Randy Gorham, Mayor

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Greg Lowe, City Secretary



## *Jacksonville City Council*

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# AGENDA ITEM REPORT

|               |                |              |                                                                                                                     |
|---------------|----------------|--------------|---------------------------------------------------------------------------------------------------------------------|
| AGENDA DATE:  | 9/14/2021      | ITEM NUMBER: | 6.A.                                                                                                                |
| DEPARTMENT:   | Administration | PREPARED BY: |                                                                                                                     |
| INITIATED BY: |                | EXHIBITS:    | August 23, 2021 Special Council Meeting, Regular Council Meeting August 10, 2021, September 9, 2021 Agenda Workshop |

### EXECUTIVE SUMMARY:

Minute approval: August 10, 2021 regular council meeting; August 23, 2021 special council meeting; September 9, 2021 agenda workshop. Council approves minutes of all their meetings.

### RECOMMENDED ACTION:

Approve the minutes

### BID AND AWARD:

N/A

### BUDGET DATA:

N/A

### BUDGET JUSTIFICATION:

N/A

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

**JACKSONVILLE CITY COUNCIL MEETING  
MONDAY, AUGUST 23, 2021  
JACKSONVILLE CITY HALL COUNCIL CHAMBERS  
315 S. RAGSDALE  
12:00 PM**

**Meeting Items**

**CALL TO ORDER**

**Mayor Randy Gorham 12:00 PM**

**Present: Mayor Randy Gotham, Mayor Pro team Rob Godwin, Councilman Hubert Robinson, Councilman Tim McRae**

**Absent: Councilwoman Mindy Gellock**

**CITIZEN PARTICIPATION**

**No one came forward.**

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

**12:00 PM**

**551.071 CONSULT CITY ATTORNEY – POTENTIAL  
LITIGATION**

**551.072 REAL PROPERTY**

**RECONVENE TO OPEN SESSION FOR ANY ACTION IF  
NECESSARY**

**12:56 PM Mayor Pro tem Rob Gowin made a motion to take the 7 proposed lake lots of the market to allow for further due diligence. Second, by Councilman Tim Mcrae. All voted "Aye" 4-0**

**Mayor Pro tem Rob Gowin left the meeting at 12:56 PM**

**DISCUSS AND CONSIDER WITH POSSIBLE ACTION A  
RESOLUTION ALLOWING APPLICATION FOR TEXAS  
PARKS AND WILDLIFE PARKS GRANT**

**City Manager James Hubbard told council this grant is for playground equipment and the deadline for filing is October 1, 2021. Councilman Tim McRae made a motion to approve the resolution authorizing the grant application. Second by Councilman Hubert Robinson. All voted "Aye" 3-0**

**DISCUSSION ON RFP FOR SALARY SURVEY  
CONSULTANT**

**City Manager James Hubbard told council he would like to go out for RFP to engage a consultant to do salary and position study. Councilman Tim Mcrae made a motion to authorize the city manager to out for an RFP for a salary consultant. Second, by councilman Hubert Robinson. All voted "Aye" 3-0**

**ADJOURN**

**1:05 PM**

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**Randy Gorham, Mayor  
City of Jacksonville**

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**Greg Lowe, City Secretary**



**JACKSONVILLE CITY COUNCIL MEETING  
TUESDAY, AUGUST 10, 2021  
JACKSONVILLE CITY HALL COUNCIL CHAMBERS  
315 S. RAGSDALE  
6:00 PM**

**Meeting Items**

**Present: Mayor Randy Gorham, Mayor Pro tem Rob Gowin, Councilman Hubert Robinson, Councilwoman Mindy Gellock, City Manager Greg Smith**

**Absent: Councilman Tim McRae**

**CALL TO ORDER**

**6:00 PM Mayor Randy Gorham**

**INVOCATION**

**John Atkinson of The People's Church**

**PLEDGE OF ALLEGIANCE US & TEXAS FLAGS**

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

**SPECIAL PRESENTATION –**

**EMPLOYER OF THE MONTH PRESENTED BY JEDCO  
PRESIDENT JAMES HUBBARD - PROSPERITY BANK**

**JEDCO Chairman Darrell Dement and Economic Development Assistant Sherri McDonald Presented Jill Lindsay, San Ramirez, Sandra Thomson and Lana Cook of Prosperity Bank with the employer of the month award.**

**RECOGNIZE OUTGOING JEDCO BOARD MEMBERS  
LANA COOK AND MATT ROWE - PRESENTED BY  
JEDCO PRESIDENT JAMES HUBBARD**

**JEDCO Chairman Darrell Dement and Economic Development Assistant Sherri McDonald recognized outgoing JEDCO board members Lana Cook and Matt Rowe for their service on the JEDCO board.**

**RECOGNIZE BARRY HUGHES FOR HIS VOLUNTEER  
WORK AT THE VANISHING TEXANA MUSEUM**

**Mr. Hughes was unable to be present. Appreciation will be presented at a later date.**

**CITIZEN PARTICIPATION**

**No one came forward.**

**PUBLIC HEARING TO RECEIVE INPUT ON THE 2021 -  
2022 PROPOSED BUDGET**

**No one came forward.**

**PUBLIC HEARING TO RECEIVE INPUT ON A ZONE  
CHANGE FROM ZONE “O”- AGRICULTURAL TO "A"-  
SINGLE FAMILY 8.478 ACRES, BARRON SUBDIVISION  
#1, LOT 2 J. FORD SURVEY A-268, 1100 BLK. OF  
PINEDA ST., CITY OF JACKSONVILLE, TEXAS;  
ROBERT TINSLEY APPLICANT, APPLICANT.**

**Mr. Robert Tinsley came forward stating he planned on erecting 30 homes in the proposed subdivision.**

**DISCUSS AND CONSIDER WITH POSSIBLE ACTION  
AN ORDINANCE MAKING A ZONE CHANGE FROM “O  
– AGRICULTURE” to “A - SINGLE FAMILY DISTRICT”  
8.478 ACRES, BARRON SUBDIVISION #1, LOT 2 J.  
FORD SURVEY A-268, 1100 BLK. OF PINEDA ST., CITY  
OF JACKSONVILLE, TEXAS; ROBERT TINSLEY  
APPLICANT, APPLICANT.**

**City Manager Greg Smith stated the planning and zoning board is recommending approval. Mayor Pro tem Rob Gowin asked if city utilities were able to handle 30 new houses in that location. City Manager Greg Smith stated that while infrastructure will have to be installed on the applicant's property, the city's infrastructure can handle the additional connections. Councilwoman Mindy Gellock asked if the entrance to the subdivision would be off of Pineda St. Mr. Tinsley stated it would be.**

**Mayor Pro tem Rob Gowin made a motion to approve the ordinance making the zone change. Second, by Councilman Hubert Robinson. All voted "Aye" 4-0**

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

**Councilwoman Mindy Gellock made a motion to approve the consent agenda. Second, by Mayor Pro tem Rob Gowin. All voted "Aye" 4-0**

**MINUTE APPROVAL - JULY 13, 2021 REGULAR  
COUNCIL MEETING; JULY 30, 2021 BUDGET  
WORKSHOP; AUGUST 5, 2021 AGENDA WORKSHOP**

**APPROVE A RESOLUTION NAMING SIGNATORIES  
FOR ALL FINANCIAL ACCOUNTS AND AUTHORIZING  
STAFF TO EXECUTE DOCUMENTS REQUIRED BY**

INDIVIDUAL ORGANIZATIONS TO DO SO.

APPROVE A PROPERTY TAX REFUND

APPROVE CHANGES TO KEEP JACKSONVILLE  
BEAUTIFUL BYLAWS

APPROVE STREET CLOSURE FOR TRUNK OR TREAT

APPOINT OFELIA PENN TO THE JEDCO BOARD  
(DISTRICT 4)

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

DISCUSS AND CONSIDER WITH POSSIBLE ACTION  
HEALTH LEAVE POLICIES FOR ALL FIRST  
RESPONDERS

MENTAL HEALTH POLICY

QUARANTINE POLICY

DISCUSS AND CONSIDER WITH POSSIBLE ACTION A  
RE-PLAT REQUEST FOR PROPOSED LOTS 10R & 11R  
RUSK SUBDIVISION LAKE JACKSONVILLE

DISCUSS AND CONSIDER WITH POSSIBLE ACTION A  
PLAT OF NEW SECTION SOUTH SHORE SUBDIVISION  
BLOCK "D" LOTS 1-7

DISCUSS AND CONSIDER WITH POSSIBLE ACTION  
AWARDING THE BID FOR THE SALE OF THE  
OVERLAY MACHINE AND ROLLER

DISCUSS AND CONSIDER WITH POSSIBLE ACTION  
AN ORDINANCE CLOSING DEVERAUX STREET TO  
THROUGH TRAFFIC

OPEN FORUM FOR MAYOR AND COUNCIL

City Manager Greg Smith stated these certificates of obligation are to repair streets in the amount of \$10 million dollars. Mr. Smith stated this would not raise the property tax rate. Mayor Pro tem Rob Gowin made a motion to approve resolution 08-2021-01 authorizing notice of intent to issue certificates of obligation. Second, by Councilman Hubert Robinson. All voted "Aye" 4-0

City Manger Greg Smith explained the policies are required by state law and provide first responders with time off for mental health issues and in case of a quarantine situation. Councilwoman Mindy Gellock made a motion to approve the policies. Second, by Councilman Hubert Robinson. All voted "Aye" 4-0

City Manager Greg Smith told council this plat is cleaning up some property lines on two lake lots. He stated the county will be deciding whether to abandon a portion of the righ of way as part of this proposal. Mayor Pro tem Rob Gowin made a motion to approve the plat. Second, by Mayor Randy Gorham. All voted "Aye" 4-0.

City Manger Greg Smith explained this property is owned by the city and is located next to the dam. Mr. Smith said the city is working with Craft-Turney Water Supply to provide water to these lots. Councilwoman Mindy Gellock made a motion to approve the plat. Second, by Councilman Hubert Robinson. All voted "Aye" 4-0

City Manager Greg Smith stated that staff had gone out for bid on two pieces of equipment. Capps Capco Construction was the only bidder and had bet the minimum. Mayor Pro tem Rob Gowin made a motion to award the bid to Caps Capco Construction. Second, by Councilwoman Mindy Gellock. All voted "Aye". 4-0

City Manager Greg Smith stated this was discussed when council made a portion of Nacogdoches one way. He said this will provide proper and safe traffic flow on the street. Mayor Pro tem Rob Gowin asked if this would limit access to any of the property owners along the street. Mr. Smith stated there are four property owners and this will not interrupt their ability to access their property. Mayor Randy Gorham stated he had ridden the street with Mr. Smith and it does get very narrow. He said when he and Mr. Smith met another vehicle on the street. It was very tight to get past. Mayor Gorham also said he also talked to Fire Chief Keith Fortner and Chief Fortner stated if one of the fire trucks met another vehicle the fire truck would have to go to the far side of the road and could possibly become stuck. Councilwoman Mindy Gellock made a motion to approve an ordinance closing Devereax Street to through traffic. Second, by Councilman Hubert Robinson. All voted "Aye" 4-0

Mayor Randy Gorham pointed out this would be Greg Smith's last meeting and his last day would be August 12. Mayor Gorham stated Jacksonville has seen unprecedented growth under Mr. Smith's leadership and he wished Mr. Smith the best of luck. He invited everyone to Mr. Smith's send off on August 12 at 1:30 PM at city hall.

City Manager Greg Smith announced Mrs. Kimberly Lynn as the new finance director. Thanked the council, the citizens and the employees of the city for thier support over the last three years.

CLOSED EXECUTIVE SESSION CITY HALL  
CONFERENCE ROOM-PER OPEN MEETINGS ACT-PER  
TEXAS GOVERNMENT CODE SECTION: 6:31 PM

551.071 CONSULT CITY ATTORNEY – LITIGATION  
WASSON LAWSUIT

RECONVENE TO OPEN SESSION FOR ANY ACTION IF  
NECESSARY 7:05 PM No action taken.

ADJOURN 7:05 PM

Randy Gorham, Mayor  
City of Jacksonville

Greg Lowe, City Secretary

**JACKSONVILLE CITY COUNCIL MEETING  
THURSDAY, SEPTEMBER 9, 2021  
JACKSONVILLE CITY HALL EXECUTIVE CONFERENCE ROOM  
315 S. RAGSDALE  
12:00 PM**

**Meeting Items**

**CALL TO ORDER**

**12:00 PM Mayor Randy Gorham**

**Present: Mayor Randy Gotham, Councilman Hubert Robinson, Councilman Tim McRae, Councilwoman Mindy Gellock**

**Absent: Mayor Pro tem Rob Godwin**

**INVOCATION**

**Mayor Randy Gorham**

**CITIZEN PARTICIPATION**

**No one came forward.**

**REVIEW AND DISCUSS AGENDA FOR REGULAR COUNCIL MEETING TUESDAY, SEPTEMBER 14, 2021. NO ACTION TO BE TAKEN – ITEMS MAY BE REMOVED OR ADDED TO THIS LIST BY CITY COUNCIL, CITY MANAGER, CITY ATTORNEY OR CITY SECRETARY AS NEEDED ANY TIME PRIOR TO THE OFFICIAL POSTING OF MEETING AGENDA**

**City Manager James Hubbard reviewed the agenda with council. Interim JEDCO President Sherry McDonald reviewed the JEDCO budget with the council. No action taken on any item.**

**CALL TO ORDER**

**INVOCATION**

**SPECIAL PRESENTATIONS**

**CITIZEN PARTICIPATION**

**CONSENT - MINUTE APPROVAL AUGUST 10, 2021 REGULAR COUNCIL MEETING; SPECIAL COUNCIL MEETING AUGUST 23, 2021: SEPTEMBER 9, 2021 AGENDA WORKSHOP**

**CONSENT- APPROVE CLOSING THE 100 BLK. OF SOUTH BONNER BETWEEN WILSON AND COMMERCE FOR THE BULL BASH KICKOFF DANCE**

**CONSENT - APPROVE ROAD CLOSURES IN SUPPORT OF NATIONAL NIGHT OUT OCTOBER 5, 2021**

**CONSENT - APPROVE STREET CLOSURE FOR ANNUAL CHRISTMAS PARADE AS REQUESTED BY THE CHAMBER OF COMMERCE**

**DISCUSS AND CONSIDER WITH POSSIBLE ACTION AN ORDINANCE ADOPTING THE 2021-2022 BUDGET. TAKE A RECORDED VOTE OF EACH COUNCILMEMBER**

**DISCUSS AND CONSIDER WITH POSSIBLE ACTION AN ORDINANCE SETTING A TAX RATE OF .6895 PER \$100 VALUE FOR THE 2021-2022 FISCAL YEAR. TAKE A RECORDED VOTE OF EACH COUNCILMEMBER**

**DISCUSS AND CONSIDER WITH POSSIBLE ACTION THE RE-PLAT OF LOT 8RR AND 9RR OF REDBIRD LANE SUBDIVISION.**

**DISCUSS AND CONSIDER WITH POSSIBLE ACTION A RE-PLAT OF LOTS 6 & 7 OF BLOCK C LAKE SPRINGS SUBDIVISION LAKE JACKSONVILLE**

**DISCUSS AND CONSIDER WITH POSSIBLE ACTION APPROVING THE 2021-2022 JACKSONVILLE ECONOMIC DEVELOPMENT BUDGET**

**DISCUSS AND CONSIDER APPROVAL OF AN INVOICE FROM DREWERY CONSTRUCTION FOR THE 2021 STREET OVERLAYS**

DISCUSS AND CONSIDER APPROVAL OF AN INVOICE FROM CAPPs-CAPCO CONSTRUCTION FOR ASPHALT STREET PATCHING.

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DISCUSS AND CONSIDER WITH POSSIBLE ACTION A RESOLUTION SUPPORTING AND ADOPTING THE ALLOCATION METHOD FOR OPIOID SETTLEMENT PROCEEDS

REVIEW AND DISCUSS TDA SECTION 3 PRESENTATION AS REQUIRED BY TEXAS DEPARTMENT OF AGRICULTURE FOR COMMUNITY DEVELOPMENT BLOCK GRANTS.

OPEN FORUM FOR MAYOR AND COUNCIL

CITY MANAGER REPORT

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

551.071 CONSULT CITY ATTORNEY

551.072 DELIBERATIONS ABOUT REAL PROPERTY

RECONVENE FOR ANY ACTION IF NECESSARY

ADJOURN

DISCUSSION ON OUTSIDE MUSEUM PROPOSAL

City Manager James Hubbard presented the proposed outdoor museum to the council. Mr. Hubbard stated he felt this was a little premature, since the city does not even have a plan in place for the demolition of the existing fire station.

DISCUSSION ON REMOVING BARRICADES AT NACOGODOCHES AND 69

City Manager James Hubbard told council he felt the barriers had served their purpose and should be removed. Mr. Hubbard stated if removing the barriers causes traffic issues, we will reevaluate. Police Chief Joe Williams stated he reviewed accidents in the area prior to and after the installation of the barriers, and saw no need for the barriers. Mayor Randy Gorham has concerns about someone turning left off of Nacogdoches. Chief Williams said making it a right turn only is difficult to enforce.

DISCUSSION ON DEVERAUX STREET

City Manager James Hubbard stated staff had made changes to the traffic flow at the public safety building which would allow Devereaux to remain open. Mayor Randy asked if this would be on Tuesday's agenda. Mr. Hubbard stated it would if council wanted to vote on it. Council directed staff to place it on the agenda for a vote.

DISCUSSION ON THE FIRE BOAT

City Manager James Hubbard gave the council the history of the fire boat. The city purchased it for \$40,000 and has spent about \$5,000 on maintenance since taking delivery. Mr. Hubbard said there are some ruptured pump lines that need to be replaced. Mr. Hubbard stated there is a claim with TML for the boat and we are waiting for the adjuster to assess the damage. The repair shop is estimating about \$15,000 with of damage.

FINAL REVIEW OF THE UPDATED PROPOSED BUDGET

City Manager James Hubbard stated the budget would be voted on Tuesday night. The council did receive copies of the budget for review prior to Tuesday night.

COVID UPDATE

City Manager James Hubbard told council that UT Health has requested \$2.833 million from the county and City of Jacksonville from their American Rescue Plan funds. Mr. Hubbard stated he spoke with other city managers and none of them were planning on honoring the request. Mayor Randy Gorham asked if Christus Mother Francis had made the same request. Mr. Hubbard stated they had not. Councilman Tim McRae commented if we honored this request we would have to honor other requests from

QUESTIONS, COMMENTS, DISCUSSION

ADJOURN

hospitals and urgent care facilities.

City Manager James Hubbard told council we would be using the projectors more during council meetings. Mr. Hubbard stated the JEDCO president search is ongoing.

12:39 PM

\_\_\_\_\_  
Randy Gorham, Mayor  
City of Jacksonville

\_\_\_\_\_  
Greg Lowe, City Secretary



## *Jacksonville City Council*

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# AGENDA ITEM REPORT

|               |                                  |              |                                     |
|---------------|----------------------------------|--------------|-------------------------------------|
| AGENDA DATE:  | <u>9/14/2021</u>                 | ITEM NUMBER: | <u>6.B.</u>                         |
| DEPARTMENT:   | <u>Administration</u>            | PREPARED BY: | <u>Greg Lowe, City Secretary</u>    |
| INITIATED BY: | <u>Greg Lowe, City Secretary</u> | EXHIBITS:    | <u>Bull Bash Street Closing Map</u> |

### EXECUTIVE SUMMARY:

The BullBash kickoff dance will be on Friday, October 1. The promoters of the event are requesting the 100 Blk of S. Bonner between Wilson and Commerce be closed from 5pm to midnight.

### RECOMMENDED ACTION:

Approve the street closing.

### BID AND AWARD:

N/A

### BUDGET DATA:

N/A

### BUDGET JUSTIFICATION:

N/A

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

Community outreach and cooperation with local organizations.

**LEGAL:**

Council approves all street closures.



# REQUEST TO CLOSE BONNER ST

REQUEST TO CLOSE BONNER ST. FOR BULL BASH KICK OFF

Legend

- Area Requested to be Closed
- Austin Bank
- Christ the Saviour
- Hopson Chuck Rep
- Neches & Trinity Valleys GCD
- S Bonner St & W Wilson St
- Tigerlillies Florist & Gift Shop
- Untitled Polygon







## *Jacksonville City Council*

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# AGENDA ITEM REPORT

|               |                            |              |                            |
|---------------|----------------------------|--------------|----------------------------|
| AGENDA DATE:  | 9/14/2021                  | ITEM NUMBER: | 6.C.                       |
| DEPARTMENT:   | Police                     | PREPARED BY: | JOE WILLIAMS, POLICE CHIEF |
| INITIATED BY: | JOE WILLIAMS, POLICE CHIEF | EXHIBITS:    | National Night Out Map     |

### EXECUTIVE SUMMARY:

Closure of Austin Street, beginning at Highway 79 to Wilson Street and Commerce Street beginning at Austin Street to Ragsdale Street on October 5th, 2021 beginning at 4:30 PM until 10:00 PM

### RECOMMENDED ACTION:

Approve the street closure

### BID AND AWARD:

N/A

### BUDGET DATA:

N/A

### BUDGET JUSTIFICATION:

N/A

**BACKGROUND:**

N/A

**POLICY/GOAL CONSIDERATION:**

Community outreach

**LEGAL:**

Council approves all street closures.









## *Jacksonville City Council*

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# AGENDA ITEM REPORT

|               |                           |              |                                                                             |
|---------------|---------------------------|--------------|-----------------------------------------------------------------------------|
| AGENDA DATE:  | 9/14/2021                 | ITEM NUMBER: | 6.D.                                                                        |
| DEPARTMENT:   | Administration            | PREPARED BY: | Greg Lowe, City Secretary                                                   |
| INITIATED BY: | Greg Lowe, City Secretary | EXHIBITS:    | Christmas parade block street closure request 21, Christmas Parade Map 2020 |

### EXECUTIVE SUMMARY:

The chamber has requested normal street closings for the annual Christmas parade.

The Christmas Parade is planned for Thursday, December 2, 2021 at 6 pm. They are requesting the streets be closed beginning at 5:00 PM and consist of Commerce St. from Zimmerman Dr to Austin St. and Wilson Street from Austin to Bonner to include all side streets between Austin and Commerce. Parade lineup will begin at 5pm at Zimmerman St.

### RECOMMENDED ACTION:

Approve the street closure

### BID AND AWARD:

N/A

### BUDGET DATA:

N/A

### BUDGET JUSTIFICATION:

N/A

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

Continue community outreach and cooperation with local entities.

**LEGAL:**

Council approves all street closures.



September 1, 2021

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

Dear Mayor,

The Chamber of Commerce is planning the upcoming Christmas Parade. I would like to request the following for Council approval to plan this annual community event:

**Annual Christmas Parade | December 2<sup>nd</sup>** with an alternate date of **December 9<sup>th</sup>** beginning at 6 pm. I would like to request street closure beginning at 5 pm that day. Commerce Street beginning from Zimmerman Drive (Post Office) to Austin Street (Tomato Bowl), Austin Street from Highway 79 to Wilson Street and Wilson Street from Austin Street to Bonner Street (Sadler's Kitchen) and Bonner Street from Wilson to Commerce Street. I would also like to request the street sweeper to clean the streets after the event as well. Utilizing the City public restroom trailer will be greatly appreciated during the 2 ½ hour event as well.

The Council's approval for the parade will be greatly appreciated as working together is so important to our community. Thank you for your past support and looking forward to working with you again.

Sincerely,

A handwritten signature in black ink that reads 'Peggy Renfro'. The signature is fluid and cursive, with the first name 'Peggy' being more prominent than the last name 'Renfro'.

Peggy Renfro  
President



## Christmas Parade

**Legend**

-  Christmas Parade Street Closing
-  Untitled Polygon

 Christmas Parade Street Closing

Untitled Polygon

**Christmas Parade Street Closing**



© 2020 Google

Page 25 of 203

600 ft







## *Jacksonville City Council*

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# AGENDA ITEM REPORT

|               |                           |              |                                |
|---------------|---------------------------|--------------|--------------------------------|
| AGENDA DATE:  | 9/14/2021                 | ITEM NUMBER: | 7.                             |
| DEPARTMENT:   | Finance                   | PREPARED BY: | Greg Lowe, City Secretary      |
| INITIATED BY: | Greg Lowe, City Secretary | EXHIBITS:    | 2021 -2022 BUDGET<br>ORDINANCE |

### EXECUTIVE SUMMARY:

Council and staff recently met to discuss the 2021-2022 budget. A hearing was posted and held on the budget as required by charter. This item is to approve an ordinance adopting the budget for the upcoming fiscal year.

\*\*A RECORDED VOTE OF EACH COUNCIL MEMBER WILL BE TAKEN.

### RECOMMENDED ACTION:

Make a motion approving the resolution adopting the 2021-2022 budget

### BID AND AWARD:

N/A

### BUDGET DATA:

N/A

### BUDGET JUSTIFICATION:

N/A

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

Charter requires council to approve the annual budget.

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE ADOPTING THE BUDGET FOR THE CITY OF JACKSONVILLE, TEXAS FOR THE FISCAL BUDGET YEAR OF 2021-2022 AND AUTHORIZING THE EXPENDITURES PROVIDED FOR THEREIN**

**WHEREAS**, Article 7 of the Home Rule Charter of the City of Jacksonville, Texas, and Section 102.001, et seq. of the Texas Local Government Code, require that a budget be proposed setting forth both revenues and expenses; and

**WHEREAS**, legal notice has been given and public hearings held as required by law.

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

**SECTION 1.** That the budget for the City of Jacksonville, prepared by the City Manager as filed with the City Secretary, is hereby approved and adopted as the official budget of the City of Jacksonville, Texas, for the 2021-2022 fiscal year.

**SECTION 2.** That this ordinance and the budget adopted herein shall be in full force and effect on October 1, 2021.

PASSED AND ADOPTED THIS THE 14<sup>th</sup> DAY OF SEPTEMBER, 2021.

\_\_\_\_\_  
MAYOR                      RANDY GORHAM

ATTEST:

\_\_\_\_\_  
CITY SECRETARY                      GREG LOWE

APPROVED AS TO FORM:

\_\_\_\_\_  
CITY ATTORNEY BRETT BREWER



## *Jacksonville City Council*

---

# AGENDA ITEM REPORT

|               |                           |              |                                         |
|---------------|---------------------------|--------------|-----------------------------------------|
| AGENDA DATE:  | 9/14/2021                 | ITEM NUMBER: | 8.                                      |
| DEPARTMENT:   | Finance                   | PREPARED BY: | Greg Lowe, City Secretary               |
| INITIATED BY: | Greg Lowe, City Secretary | EXHIBITS:    | ORDINANCE NO ____ TAX<br>RATE 2021-2022 |

### EXECUTIVE SUMMARY:

During the recent budget workshop council proposed a tax rate of .6895 which is the "no new tax rate". This item is for the vote on an ordinance setting the tax rate. A hearing was required required by law because the proposed rate does not raise property taxes.

\*\* A RECORDED RECORD OF EACH MEMBER'S VOTE IS REQUIRED

### RECOMMENDED ACTION:

Make a motion approving an ordinance setting the 2021-2022 tax rate at .6895 per \$100 valuation which will effectively raise the tax rate by 2.05 percent.

### BID AND AWARD:

N/A

### BUDGET DATA:

N/A

### BUDGET JUSTIFICATION:

N/A



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

Council must set the tax rate to fund the budget.

ORDINANCE NO. \_\_\_\_

**AN ORDINANCE LEVYING TAXES FOR THE MAINTENANCE AND OPERATIONS OF THE MUNICIPAL GOVERNMENT OF THE CITY OF JACKSONVILLE, TEXAS, AND FOR THE INTEREST AND SINKING FUND FOR FISCAL YEAR 2021-2022 AND APPROPRIATING EACH LEVY FOR SAID PURPOSES**

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF JACKSONVILLE, TEXAS;**

**SECTION 1.** That there is hereby levied and there shall be collected for the maintenance and operations for the municipal government and to provide sufficient funds for the Interest and Sinking Fund for the City of Jacksonville, Texas for fiscal year 2021-2022, a tax of \$0.68995 per one hundred dollars (\$100.00) valuation of property upon all property within the corporate limits of the City of Jacksonville subject to taxation; said tax being so levied and appropriated to the specific purpose herein set forth:

- A) for Maintenance and Operations of the Government (General Fund), \$0.51065 per one hundred dollars (\$100.00) valuation of property, and
- B) for the Interest and Sinking Fund, \$0.179300 per one hundred dollars (\$100.00) valuation of property.

**SECTION 2.**

- A) "THIS TAX RATE WILL RAISE MORE TAXES FOR MAINTENANCE AND OPERATIONS THAN LAST YEAR'S TAX RATE."
- B) "THE TAX RATE WILL EFFECTIVELY BE RAISED BY 2.05 PERCENT AND WILL RAISE TAXES FOR MAINTENANCE AND OPERATIONS ON A \$100,000 HOME BY APPROXIMATELY \$10.30."

**SECTION 3.** All monies collected under this Ordinance for the specific items herein named, shall be and the same is hereby appropriated and set apart for specific purposes indicated in each item, and the amounts expended and the amounts on hand at any time, belong to the indicated fund.

**SECTION 4.** The City Secretary is hereby directed to record the vote:

| <u>Councilmember</u>                 | <u>Vote For</u> | <u>Vote Against</u> |
|--------------------------------------|-----------------|---------------------|
| Randy Gorahm, Mayor                  | _____           | _____               |
| Rob Gowin, Mayor Pro-tem, District 4 | _____           | _____               |
| Hubert Robinson, District 1          | _____           | _____               |
| Mindy Gellock, District 2            | _____           | _____               |
| Tim McRae , District 3               | _____           | _____               |

PASSED AND ADOPTED THIS THE 14<sup>TH</sup> DAY OF SEPTEMBER 2021.

---

MAYOR

RANDY GORHAM

ATTEST:

---

CITY SECRETARY

GREG LOWE

APPROVED AS TO FORM:

---

CITY ATTORNEY

BRETT BREWER



## *Jacksonville City Council*

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# AGENDA ITEM REPORT

|               |                               |              |                                                                      |
|---------------|-------------------------------|--------------|----------------------------------------------------------------------|
| AGENDA DATE:  | 9/14/2021                     | ITEM NUMBER: | 9.                                                                   |
| DEPARTMENT:   | Community and Public Services | PREPARED BY: | Chris Silvey, BUILDING INSPECTOR                                     |
| INITIATED BY: |                               | EXHIBITS:    | replat redbird lane, Red Bird Lane replat, re-plat red-bird lane map |

### EXECUTIVE SUMMARY:

Triple Crown Acquisitions LLC has submitted a re-plat of their 2 non-shoreline lake lease lots located CR 3106. The re-plat will create better sized lots for future development.

### RECOMMENDED ACTION:

Staff recommends approval of the re-plat.

### BID AND AWARD:

### BUDGET DATA:

### BUDGET JUSTIFICATION:



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

City Council approved all re-plat of lake lease lots.

NOTES:

- 1) BEARINGS SHOWN HEREON ARE GRID AND BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, NAD 83, TEXAS CENTRAL ZONE (4203), DERIVED FROM GPS OBSERVATIONS.
- 2) THIS SURVEYOR HAS MADE NO INVESTIGATION OR INDEPENDENT SEARCH FOR EASEMENTS OF RECORD, ENCUMBRANCES, RESTRICTIVE COVENANTS, OWNERSHIP TITLE EVIDENCE OR ANY OTHER FACTS.
- 3) EASEMENTS LISTED HEREON ARE LIMITED TO THOSE PROVIDED, (NONE PROVIDED), THIS SURVEYOR HAS MADE NO INVESTIGATION OR INDEPENDENT SEARCH FOR EASEMENTS OF RECORD, ENCUMBRANCES, RESTRICTIVE COVENANTS, OWNERSHIP TITLE EVIDENCE OR ANY OTHER FACTS.
- 4) IN PROVIDING THIS SURVEY NO ATTEMPT HAS BEEN MADE TO OBTAIN OR SHOW DATA CONCERNING THE EXISTENCE, SIZE, DEPTH, CONDITION, CAPACITY OR LOCATION OF ANY UTILITY EXISTING ON THE PROPERTY WHETHER PRIVATE, MUNICIPAL OR PUBLIC OWNED. SUBSURFACE AND ENVIRONMENTAL CONDITIONS WERE NOT SURVEYED OR EXAMINED OR STATEMENT IS MADE CONCERNING THE EXISTENCE OF UNDERGROUND OR OVERHEAD CONDITIONS, CONTAINERS OR FACILITIES THAT MAY AFFECT THE USE OR DEVELOPMENT OF THIS PROPERTY.
- 5) FLOOD PLAIN DESIGNATION, BY SCALE, SUBJECT TRACT IS LOCATED WITHIN (ZONE X) "AREA DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN" AS SHOWN ON FLOOD INSURANCE RATE MAP NUMBER 48073C03000, EFFECTIVE DATE: 1/1/2011 PROVIDED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY.

I, JUSTIN CHAMBLESS, DO HEREBY CERTIFY THAT I AM A LEASEHOLDER OF LOTS 8R AND 9R, REDBIRD LANE SUBDIVISION, THAT THERE ARE NO LIEN HOLDERS ON THIS PROPERTY AND I DO BY THIS PLAT ADOPT IT AS MY PLAN FOR SUBDIVIDING THE SAME.

*Justin Chambliss* 8/17/21  
DATE  
JUSTIN CHAMBLESS  
LEASEHOLDER

SUBSCRIBED AND SWORN BEFORE ME, A NOTARY PUBLIC, IN AND FOR THE STATE OF TEXAS, THIS THE 17 DAY OF AUGUST, 2021.

*Adan Gutierrez*  
NOTARY PUBLIC, STATE OF TEXAS

I, JESSICA CHAMBLESS, DO HEREBY CERTIFY THAT I AM A LEASEHOLDER OF LOTS 8R AND 9R, REDBIRD LANE SUBDIVISION, THAT THERE ARE NO LIEN HOLDERS ON THIS PROPERTY AND I DO BY THIS PLAT ADOPT IT AS MY PLAN FOR SUBDIVIDING THE SAME.

*Jessica Chambliss* 8/17/21  
DATE  
JESSICA CHAMBLESS  
LEASEHOLDER

SUBSCRIBED AND SWORN BEFORE ME, A NOTARY PUBLIC, IN AND FOR THE STATE OF TEXAS, THIS THE 17 DAY OF AUGUST, 2021.

*Adan Gutierrez*  
NOTARY PUBLIC, STATE OF TEXAS

I, ZACH TONROY, DO HEREBY CERTIFY THAT I AM A LEASEHOLDER OF LOTS 8R AND 9R, REDBIRD LANE SUBDIVISION, THAT THERE ARE NO LIEN HOLDERS ON THIS PROPERTY AND I DO BY THIS PLAT ADOPT IT AS MY PLAN FOR SUBDIVIDING THE SAME.

*Zach Tonroy* 8/17/21  
DATE  
ZACH TONROY  
LEASEHOLDER

SUBSCRIBED AND SWORN BEFORE ME, A NOTARY PUBLIC, IN AND FOR THE STATE OF TEXAS, THIS THE 17 DAY OF AUGUST, 2021.

*Adan Gutierrez*  
NOTARY PUBLIC, STATE OF TEXAS

I, CARRIE TONROY, DO HEREBY CERTIFY THAT I AM A LEASEHOLDER OF LOTS 8R AND 9R, REDBIRD LANE SUBDIVISION, THAT THERE ARE NO LIEN HOLDERS ON THIS PROPERTY AND I DO BY THIS PLAT ADOPT IT AS MY PLAN FOR SUBDIVIDING THE SAME.

*Carrie Tonroy* 8/17/21  
DATE  
CARRIE TONROY  
LEASEHOLDER

SUBSCRIBED AND SWORN BEFORE ME, A NOTARY PUBLIC, IN AND FOR THE STATE OF TEXAS, THIS THE 17 DAY OF AUGUST, 2021.

*Adan Gutierrez*  
NOTARY PUBLIC, STATE OF TEXAS

I, CANYON HAMILTON, REGISTERED PROFESSIONAL LAND SURVEYOR No. 6807, DO HEREBY CERTIFY THAT THE PLAT SHOWN HEREON WAS PREPARED FROM AN ACTUAL SURVEY MADE UNDER MY DIRECTION AND SUPERVISION ON THE GROUND DURING THE MONTH OF MAY, 2021.

WITEN UNDER MY HAND & SEAL, THIS THE 26TH DAY OF MAY, 2021.

*Canyon Hamilton*  
REGISTERED PROFESSIONAL LAND SURVEYOR No. 6807



WE, THE CITY OF JACKSONVILLE, TEXAS, DO HEREBY CERTIFY THAT WE ARE THE OWNERS OF LOTS 8R AND 9R, REDBIRD LANE SUBDIVISION, AND THAT WE BY THIS PLAT ADOPT IT AS OUR PLAN FOR SUBDIVIDING THE SAME.

GREG LOWE, CITY SECRETARY  
JACKSONVILLE, TEXAS

LOT 11R

LOT 9RR  
0.642 of an ACRE

LOT 10R

LOT 6R

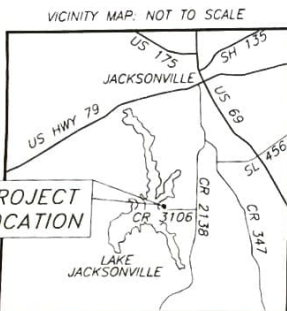
LOT 4R

LOT 3R

LOT 2R

LOT 1

J. FORD SURVEY,  
ABSTRACT No. 269



RE-PLAT  
OF  
LOTS 8R AND 9R OF THE  
RESUBDIVISION OF REDBIRD LANE SUBDIVISION  
ACCORDING TO THE PLAT THEREOF  
RECORDED IN CABINET B, SLIDE 192  
OF THE PLAT RECORDS  
OF CHEROKEE COUNTY, TEXAS

CREATING LOT 8RR AND LOT 9RR

LEGEND

- BOUNDARY LINE
- LOT LINES
- OVERHEAD UTILITY
- GUY ANCHOR
- POWER UTILITY
- STEEL ROD FOUND
- PP - DENOTES 1/2" IRON ROD WITH PLASTIC CAP MARKED "CANYON 6807" SET (UNLESS OTHERWISE NOTED).



PREPARED BY:

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



# CITY OF JACKSONVILLE

1220 S Bolton St., Jacksonville, TX 75766

Phone: 903-589-3510 [customerservice@jacksonvilletx.org](mailto:customerservice@jacksonvilletx.org)

Call or email for Inspection

## PRELIMINARY PLAT PERMIT

**PERMIT #: 248**

**JOB ADDRESS: CR 3106**

**Date Issued: 9/03/2021**

**Issued By: jkv.kmarks**

**Description of Work: PRELIMINARY PLAT PERMIT**

**Parcel No:**

**Subdivision:** Red Byrd Lane

**Zoning:** Lake Jacksonville

### Building Valuation:

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

### TOTALS

**Owner:** Triple Crown Acquisitions LLC  
PO BOX 346  
Jacksonville TX 75766

**Owner Phone:**

**Contractor:** Triple Crown Acquisitions LLC  
PO BOX 346  
Jacksonville TX 75766

**Email:**  
**Phone:**  
**Business Lic:**

| FEE CODE | QTY | DESCRIPTION                  | AMOUNT   |
|----------|-----|------------------------------|----------|
| PLATS    |     | PLATS/RE-PLATS/AMENDED PLATS | \$ 20.00 |
| PLATS    |     | PLATS/RE-PLATS/AMENDED PLATS | \$ 4.00  |
| TOTAL    |     |                              | \$ 24.00 |

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

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

Signature: Chris Silvey

Date: SEP 03 2021

10/10/2020



APPLICATION FOR REVIEW  
AND APPROVAL OF PRELIMINARY PLAT

1. Name or identifying title of subdivision: Red Bird Subdivision
2. Subdivider: (If owner, so state; if agent or other type of relationship, state details on separate sheet):  
Name Triple Crown Acquisitions LLC  
Address PO Box 3716, Jacksonville  
Telephone 903 312 4918
3. Licensed Surveyor or Engineer:  
Name Canyon Land Surveying  
Address 107 CR 3118, Jacksonville  
Telephone 903 721 3035
4. Location of proposed subdivision: CR 3106 - Lot 8R, 9R
5. Easement or other restrictions on property (describe generally):  
\_\_\_\_\_
6. Names of abutting owners and owners directly across adjoining streets (include those in other cities):  
Clifford Lackey, Barry Sosby, Glenn Taylor
7. Requested variances. The Planning Commission is requested to authorize the following exceptions to its regulations governing subdivisions with the reason (attach list of such exceptions with the reason for each set forth):  
\_\_\_\_\_  
\_\_\_\_\_
8. The undersigned hereby requests approval by the Planning and Zoning Commission of the above identified subdivision plat,

Signature [Signature] Date 5/10/21

This will acknowledge receipt of 24.00 in payment of the fee for the above requested approval of applicant's preliminary/final plat made payable to the City of Jacksonville:

Date: 9-3-21 Signed: Kristin Marks

\*\*\*ALL TAX CERTIFICATES MUST BE PRESENTED BEFORE FILING OF THE FINAL PLAT. NO TAX RECEIPTS WILL BE ACCEPTED.\*\*\*

PRESENT THE FOLLOWING CHECKS WITH YOUR APPLICATION.

MAKE TWO SEPARATE CHECKS: 1. City of Jacksonville 24.00  
2. Cherokee County Clerk: \$ 61.00



**Issued By:**

CHEROKEE COUNTY APPRAISAL DISTRICT  
P O BOX 494 / 107 EAST SIXTH ST  
RUSK, TX 75785

**Property Information**

Property ID: 985836546 Geo ID: 746236-00000-0008R00  
Legal Acres: 1.0320  
Legal Desc: LOT 8R RED BYRD LANE LAKE JACKSONVILLE  
Situs:  
DBA:  
Exemptions:

**Owner ID:** 9796011 100.00%  
TONROY ZACH & CARRIE  
1428 VANDERBILT DR  
TYLER, TX 75703

**For Entities**

JACKSONVILLE ISD

**Value Information**

|                      |        |
|----------------------|--------|
| Improvement HS:      | 0      |
| Improvement NHS:     | 0      |
| Land HS:             | 0      |
| Land NHS:            | 14,840 |
| Productivity Market: | 0      |
| Productivity Use:    | 0      |
| Assessed Value       | 14,840 |

**Current/Delinquent Taxes**

This is to certify that, after a careful check of the tax records of this office, the following delinquent taxes, penalties, interest and any known costs and expenses as provided by Tax Code §33.48, are due on the described property for the following taxing unit(s):

| Year    | Entity | Taxable | Tax Due | Disc./P&I | Attorney Fee | Total Due |
|---------|--------|---------|---------|-----------|--------------|-----------|
| Totals: |        |         | 0.00    | 0.00      | 0.00         | 0.00      |

Effective Date: 06/01/2021

Total Due if paid by: 06/30/2021

0.00



**Tax Certificate Issued for:**  
JACKSONVILLE ISD

**Taxes Paid in 2020**  
203.08

If applicable, the above-described property has/is receiving special appraisal based on its use, and additional rollback taxes may become due based on the provisions of the special appraisal (Comptroller Rule 9.3040) or property omitted from the appraisal roll as described under Tax Code Section 25.21 is not included in this certificate [Tax Code Section 31.08(b)].

Pursuant to Tax Code Section 31.08, if a person transfers property accompanied by a tax certificate that erroneously indicates that no delinquent taxes, penalties or interest are due a taxing unit on the property or that fails to include property because of its omission from an appraisal roll, the unit's tax lien on the property is extinguished and the purchaser of the property is absolved of liability to the unit for delinquent taxes, penalties or interest on the property or for taxes based on omitted property. The person who was liable for the tax for the year the tax was imposed or the property was omitted remains personally liable for the tax and for any penalties or interest.

A tax certificate issued through fraud or collusion is void.

This certificate does not clear abuse of granted exemptions as defined in Section 11.43 Paragraph(1) of the Texas Property Tax Code.

**May Be Subject to Court Costs if Suit is Pending**

Date of Issue: 06/01/2021  
Requested By: CHAMBLISS JUSTIN  
Fee Amount: 10.00  
Reference #:

Page: 1

Signature of Authorized Officer of Collecting Office

**Issued By:**

CHEROKEE COUNTY APPRAISAL DISTRICT  
P O BOX 494 / 107 EAST SIXTH ST  
RUSK, TX 75785

**Property Information**

Property ID: 530538000 Geo ID: 746236-00000-0009R00  
Legal Acres: 1.0714  
Legal Desc: LOT 9R LAKE JACKSONVILLE RED BYRD LANE  
JISD

Situs:  
DBA:  
Exemptions:

**Owner ID:** 9796011 100.00%  
TONROY ZACH & CARRIE  
1428 VANDERBILT DR  
TYLER, TX 75703

**For Entities**

JACKSONVILLE ISD

**Value Information**

|                      |        |
|----------------------|--------|
| Improvement HS:      | 0      |
| Improvement NHS:     | 0      |
| Land HS:             | 0      |
| Land NHS:            | 15,400 |
| Productivity Market: | 0      |
| Productivity Use:    | 0      |
| Assessed Value       | 15,400 |

**Current/Delinquent Taxes**

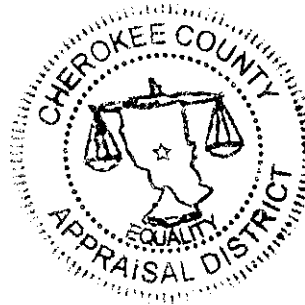
This is to certify that, after a careful check of the tax records of this office, the following delinquent taxes, penalties, interest and any known costs and expenses as provided by Tax Code §33.48, are due on the described property for the following taxing unit(s):

| Year    | Entity | Taxable | Tax Due | Disc./P&I | Attorney Fee | Total Due |
|---------|--------|---------|---------|-----------|--------------|-----------|
| Totals: |        |         | 0.00    | 0.00      | 0.00         | 0.00      |

Effective Date: 06/01/2021

Total Due if paid by: 06/30/2021

0.00



Tax Certificate Issued for:  
JACKSONVILLE ISD

Taxes Paid in 2020  
210.75

If applicable, the above-described property has/is receiving special appraisal based on its use, and additional rollback taxes may become due based on the provisions of the special appraisal (Comptroller Rule 9.3040) or property omitted from the appraisal roll as described under Tax Code Section 25.21 is not included in this certificate [Tax Code Section 31.08(b)].

Pursuant to Tax Code Section 31.08, if a person transfers property accompanied by a tax certificate that erroneously indicates that no delinquent taxes, penalties or interest are due a taxing unit on the property or that fails to include property because of its omission from an appraisal roll, the unit's tax lien on the property is extinguished and the purchaser of the property is absolved of liability to the unit for delinquent taxes, penalties or interest on the property or for taxes based on omitted property. The person who was liable for the tax for the year the tax was imposed or the property was omitted remains personally liable for the tax and for any penalties or interest.

A tax certificate issued through fraud or collusion is void.

This certificate does not clear abuse of granted exemptions as defined in Section 11.43 Paragraph(1) of the Texas Property Tax Code.

May Be Subject to Court Costs if Suit is Pending

Date of Issue: 06/01/2021  
Requested By: CHAMBLISS JUSTIN  
Fee Amount: 10.00  
Reference #:

Page: 1

*J. Howard Boyd*  
Signature of Authorized Officer of Collecting Office

# TAX CERTIFICATE

ACCT # 530538000  
DATE 06/01/2021  
JP



**CHEROKEE COUNTY TAX OFC**  
135 SOUTH MAIN COURTHOUSE  
RUSK, TEXAS 75785  
(903) 683-5478

Cert# 200109  
FEE 10.00

|                             |                   |               |                                |
|-----------------------------|-------------------|---------------|--------------------------------|
| <b>Property Description</b> |                   |               |                                |
| LOT 9R                      | LAKE JACKSONVILLE | RED BYRD LANE | JIS PROP TYPE-C1<br>PCT OWNER- |
| VL-2003 PG-234 DT-010410    |                   |               |                                |
| TOWN                        | -                 | LOCATION-     |                                |
| ACRES                       | -                 | 1.071         |                                |

|                          |        |                   |        |
|--------------------------|--------|-------------------|--------|
| <b>Values</b>            |        |                   |        |
| LAND MKT VALUE           | 15,400 | IMPR/PERS MKT VAL |        |
| LAND AGR VALUE           |        | MKT. BEFORE EXEMP | 15,400 |
| EXEMPTIONS GRANTED: NONE |        | LIMITED TXBL. VAL |        |

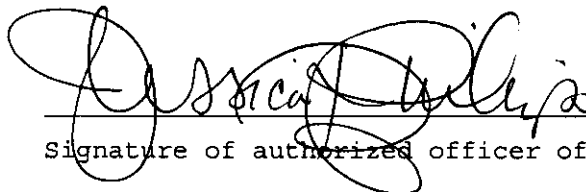
TONROY ZACH & CARRIE  
1428 VANDERBILT DR  
TYLER TX 75703

Tax certificate is issued with most current information available. If account is subject to change such as exemption removal, per Section 26.15 Texas Property Tax Code, additional tax may be due. Taxes have been paid up to and including year 2020.

|                  | LEVY  | P&I                      | ATTY FEES | AMT DUE    |
|------------------|-------|--------------------------|-----------|------------|
| TAXES 2020       | .00   | .00                      | .00       | .00        |
|                  | ----- | -----                    | -----     | -----      |
|                  | .00   | .00                      | .00       | .00        |
|                  |       |                          |           | =====      |
|                  |       | <b>TOTAL DUE 06/2021</b> |           | <b>.00</b> |
| ACCT # 530538000 |       | <b>TOTAL DUE 07/2021</b> |           | <b>.00</b> |

| BREAKDOWN OF TAX DUE BY JURISDICTION                   |      |     |          |       |
|--------------------------------------------------------|------|-----|----------|-------|
| JURISDICTION                                           | LEVY | P&I | ATT FEES | TOTAL |
| CHEROKEE COUNTY                                        | .00  | .00 | .00      | .00   |
| LATERAL ROAD                                           | .00  | .00 | .00      | .00   |
| (CERTIFICATE MAY NOT INCLUDE ALL TAXING JURISDICTIONS) |      |     |          |       |

TAX LEVY FOR THE CURRENT ROLL YEAR: COUN 63.58  
TAX LEVY FOR THE CURRENT ROLL YEAR: LTRD 26.18  
TOTAL TAX LEVY FOR THE CURRENT ROLL YEAR ..... 89.76  
REQUESTED BY:  
TRIPLE CROWN ACQUISITIONS

  
Signature of authorized officer of collecting office



# TAX CERTIFICATE

ACCT # 985836546  
DATE 06/01/2021  
JP



**CHEROKEE COUNTY TAX OFC**  
135 SOUTH MAIN COURTHOUSE  
RUSK, TEXAS 75785  
(903) 683-5478

Cert# 200108  
FEE 10.00

|                      |               |                            |
|----------------------|---------------|----------------------------|
| Property Description |               |                            |
| LOT 8R               | RED BYRD LANE | LAKE JACKSONVILLE          |
|                      |               | PROP TYPE-C1<br>PCT OWNER- |
| VL-2003 PG-234       | DT-010410     |                            |
| TOWN                 | -             | LOCATION-                  |
| ACRES                | -             | 1.032                      |

|                          |        |                   |
|--------------------------|--------|-------------------|
| Values                   |        |                   |
| LAND MKT VALUE           | 14,840 | IMPR/PERS MKT VAL |
| LAND AGR VALUE           |        | MKT. BEFORE EXEMP |
|                          |        | 14,840            |
| EXEMPTIONS GRANTED: NONE |        | LIMITED TXBL. VAL |

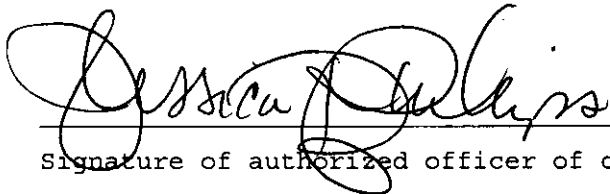
TONROY ZACH & CARRIE  
1428 VANDERBILT DR  
TYLER TX 75703

Tax certificate is issued with most current information available. If account is subject to change such as exemption removal, per Section 26.15 Texas Property Tax Code, additional tax may be due. Taxes have been paid up to and including year 2020.

|                  | LEVY  | P&I                      | ATTY FEES | AMT DUE    |
|------------------|-------|--------------------------|-----------|------------|
| TAXES 2020       | .00   | .00                      | .00       | .00        |
|                  | ----- | -----                    | -----     | -----      |
|                  | .00   | .00                      | .00       | .00        |
|                  |       |                          |           | =====      |
|                  |       | <b>TOTAL DUE 06/2021</b> |           | <b>.00</b> |
| ACCT # 985836546 |       | <b>TOTAL DUE 07/2021</b> |           | <b>.00</b> |

| BREAKDOWN OF TAX DUE BY JURISDICTION                   |      |     |          |       |
|--------------------------------------------------------|------|-----|----------|-------|
| JURISDICTION                                           | LEVY | P&I | ATT FEES | TOTAL |
| CHEROKEE COUNTY                                        | .00  | .00 | .00      | .00   |
| LATERAL ROAD                                           | .00  | .00 | .00      | .00   |
| (CERTIFICATE MAY NOT INCLUDE ALL TAXING JURISDICTIONS) |      |     |          |       |

TAX LEVY FOR THE CURRENT ROLL YEAR: COUN 61.26  
TAX LEVY FOR THE CURRENT ROLL YEAR: LTRD 25.23  
TOTAL TAX LEVY FOR THE CURRENT ROLL YEAR ..... 86.49  
REQUESTED BY:  
TRIPLE CROWN ACQUISITIONS



Signature of authorized officer of collecting office

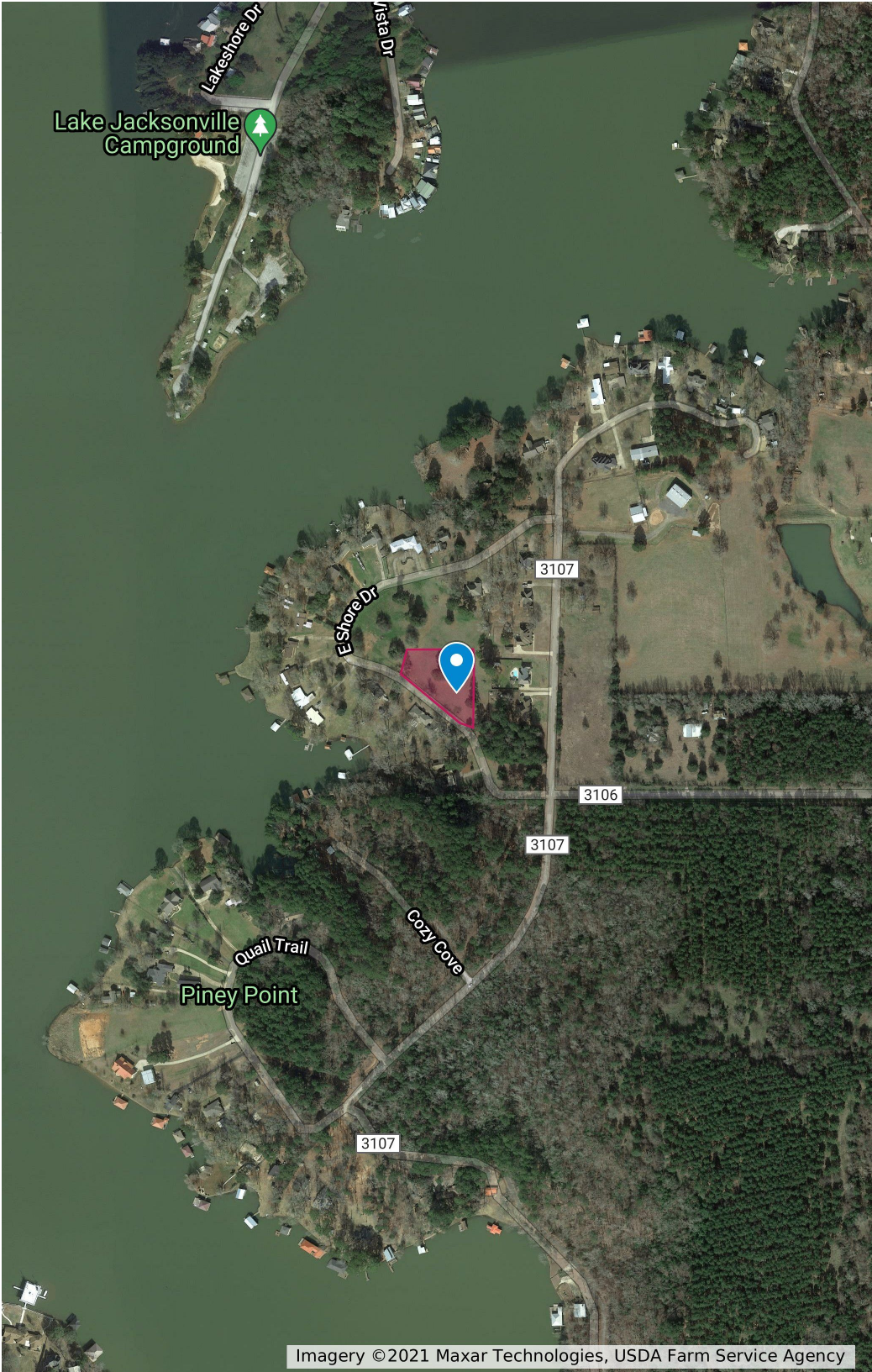


# Re-plat Lots 9RR and 8RR Redbird Lane SD

Lot

 Point 1

 Location of re-plat Redbird Lane SD







## *Jacksonville City Council*

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# AGENDA ITEM REPORT

|               |                                  |              |                                              |
|---------------|----------------------------------|--------------|----------------------------------------------|
| AGENDA DATE:  | 9/14/2021                        | ITEM NUMBER: | 10.                                          |
| DEPARTMENT:   | Community and Public Services    | PREPARED BY: | Greg Lowe, City Secretary                    |
| INITIATED BY: | Chris Silvey, BUILDING INSPECTOR | EXHIBITS:    | Prelim Plat Lots 6 & 7, re-plat lake springs |

### EXECUTIVE SUMMARY:

Lessee Brad Uhr is requesting to re-plat lots 6 & 7 Block C Lake Springs Subdivision into a single lot 6R. The request is being made so a home may be construction where the existing property line separating lots 6 & 7 currently is. Homes cannot be built across lot lines.

### RECOMMENDED ACTION:

Make a motion approving the replat.

### BID AND AWARD:

N/A

### BUDGET DATA:

N/A

### BUDGET JUSTIFICATION:

N/A

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

Council approves all re-plats of leased property on Lake Jacksonville.



# CITY OF JACKSONVILLE

1220 S Bolton St., Jacksonville, TX 75766

Phone: 903-589-3510 [customerservice@jacksonvilletx.org](mailto:customerservice@jacksonvilletx.org)

Call or email for Inspection

## PRELIMINARY PLAT PERMIT

**PERMIT #: 259**

**JOB ADDRESS: 199 CR 3162**

**Date Issued: 9/03/2021**

**Issued By: jkv.kmarks**

**Description of Work: PRELIMINARY PLAT PERMIT**

**Parcel No:**

**Subdivision:**

**Zoning:**

**Building Valuation:**

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

### TOTALS

**Owner:** Brad Uhr  
199 CR 3162  
Jacksonville TX 75766

**Owner Phone:**

**Contractor:** Brad Uhr  
199 CR 3162  
Jacksonville TX 75766

**Email:**  
**Phone:**  
**Business Lic:**

| FEE CODE | QTY | DESCRIPTION                  | AMOUNT   |
|----------|-----|------------------------------|----------|
| PLATS    |     | PLATS/RE-PLATS/AMENDED PLATS | \$ 22.00 |
| TOTAL    |     |                              | \$ 22.00 |

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

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

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_



APPLICATION FOR REVIEW  
AND APPROVAL OF PRELIMINARY PLAT

1. Name or identifying title of subdivision: BLOCK C LAKE SPRINGS
2. Subdivider: (If owner, so state; if agent or other type of relationship, state details on separate sheet):  
Name BRAD UHR  
Address 199 CR 3162  
Telephone \_\_\_\_\_
3. Licensed Surveyor or Engineer:  
Name MATT HUNT  
Address 695 CR 4504  
Telephone 9034139456
4. Location of proposed subdivision: LAKE JACKSONVILLE
5. Easement or other restrictions on property (describe generally):  
\_\_\_\_\_
6. Names of abutting owners and owners directly across adjoining streets ( include those in other cities):  
\_\_\_\_\_
7. Requested variances. The Planning Commission is requested to authorize the following exceptions to its regulations governing subdivisions with the reason (attach list of such exceptions with the reason for each set forth):  
Requesting to allow for a re-plat for future construction  
of a house that will be centered on the property
8. The undersigned hereby requests approval by the Planning and Zoning Commission of the above identified subdivision plat.

Signature  Date 9-3-21

This will acknowledge receipt of \_\_\_\_\_ in payment of the fee for the above requested approval of applicant's preliminary/final plat made payable to the City of Jacksonville:

Date: \_\_\_\_\_ Signed: \_\_\_\_\_

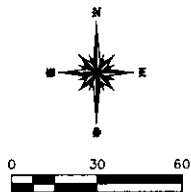
\*\*\*\*ALL TAX CERTIFICATES MUST BE PRESENTED BEFORE FILING OF THE FINAL PLAT. NO TAX RECEIPTS WILL BE ACCEPTED. \*\*\*\*

PRESENT THE FOLLOWING CHECKS WITH YOUR APPLICATION.

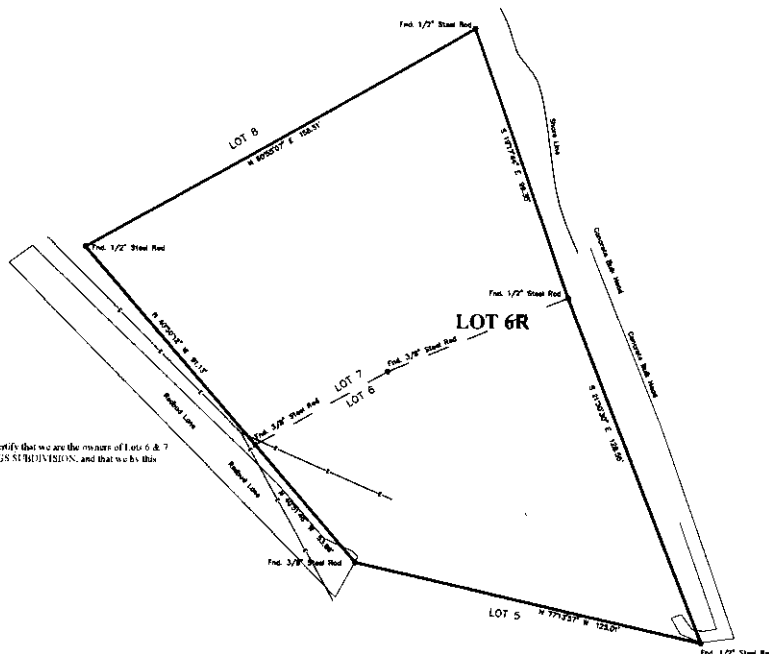
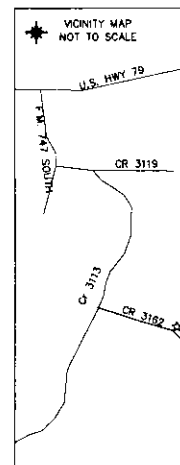
- MAKE TWO SEPARATE CHECKS: 1. City of Jacksonville \_\_\_\_\_  
2. Cherokee County Clerk: \$ 61.00\_\_\_\_







A RE-PLAT OF LOTS 6 & 7 OF BLOCK C, LAKE  
JACKSONVILLE LOTS, LAKE SPRINGS  
SUBDIVISION, ACCORDING TO THE MAP OR  
PLAT THEREOF RECORDED IN CABINET B  
SLIDE 51 OF THE PLAT RECORDS OF CHEROKEE  
COUNTY, TEXAS  
CREATING LOT 6R



WE, THE CITY OF JACKSONVILLE, TEXAS do hereby certify that we are the owners of Lots 6 & 7  
BLOCK C, LAKE JACKSONVILLE LOTS, LAKE SPRINGS SUBDIVISION, and that we by this  
Plat adopt it as our plan for subdividing the same.

City Clerk, CITY SECRETARY DATE  
JACKSONVILLE, TEXAS

SURVEYOR'S NOTES:

Measurements are based on recorded plat call of South 61° 01' West along the  
Western South line of said Lot 7

FLOODPLAIN STATEMENT

THE SUBJECT TRACT IS WITHIN ZONE  
"A" AREAS DETERMINED TO BE  
WITHIN THE 1% ANNUAL FLOOD  
CHANCE ACCORDING TO FIRM (FLOOD  
INSURANCE RATE MAP) MAP NO.  
48073C0300 D, EFFECTIVE DATE  
JANUARY 6, 2011.

WE, Bradley K. Uhr & Rebecca G. Uhr are the Leaseholders of Lots 6 & 7  
Block C Lake Springs Subdivision, and do by this plat adopt it as my plan  
for subdividing the same.

Bradley Uhr  
Leaseholder

Rebecca Uhr  
Leaseholder

STATE OF TEXAS  
COUNTY OF CHEROKEE

I, \_\_\_\_\_, the undersigned notary public, do hereby  
certify that \_\_\_\_\_ did personally appear before me on this  
day of \_\_\_\_\_, 2021, to acknowledge the above, which witness my hand and  
seal of office

Notary Public in and for the STATE OF TEXAS

THE CITY OF JACKSONVILLE DOES NOT EXTEND CITY UTILITIES OUTSIDE  
THE CITY LIMITS

w/cap = a plastic cap marked MATABO

I, Matt Hunt, Registered Professional Land Surveyor, do hereby certify this  
plat to reflect an actual survey made on the ground under my supervision  
during the months of September 2021.

Matt Hunt September 1, 2021  
Registered Professional Land Surveyor No. 6398



Prepared By:  
Matabo Surveying, Inc.  
695 County Road 4504  
Jacksonville, Texas 75768  
Firm No. 10193882  
Phone: (903) 617-9044  
Fax: (903) 361-0459  
matt@matabosurveying.com

# Re-plat Lot 6&7 Lake Springs SD

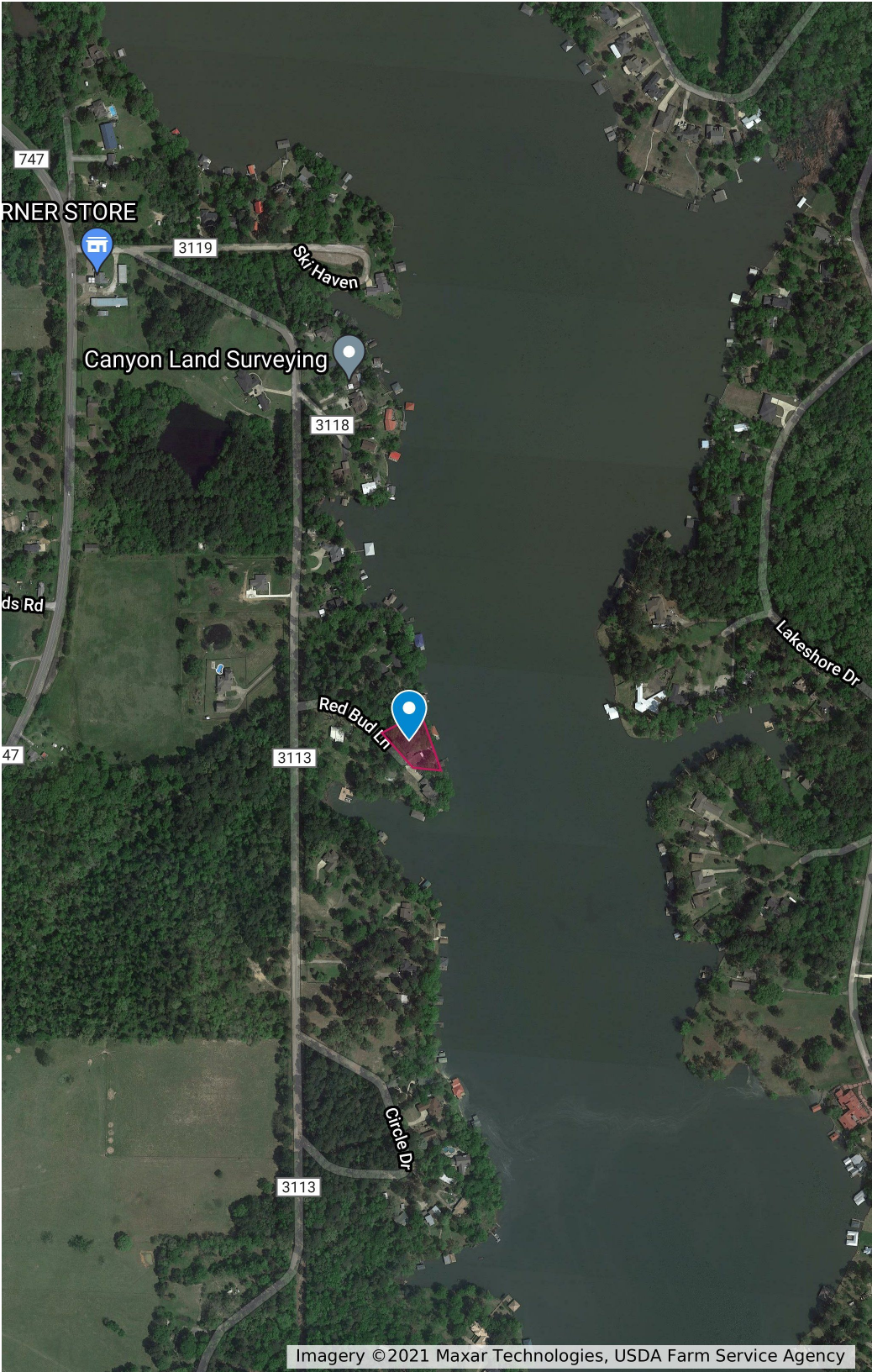
Lot 6&7 Lake Springs SD



Re-plat 6 & 7 Lake Springs SD



Re-plat Lot 6&7 Lake Springs SD





## *Jacksonville City Council*

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# AGENDA ITEM REPORT

|               |                                                  |              |                                                   |
|---------------|--------------------------------------------------|--------------|---------------------------------------------------|
| AGENDA DATE:  | 9/14/2021                                        | ITEM NUMBER: | 11.                                               |
| DEPARTMENT:   | Jacksonville Economic<br>Development Corporation | PREPARED BY: | James Hubbard                                     |
| INITIATED BY: | James Hubbard                                    | EXHIBITS:    | Fiscal Year 2022 JEDCO Budget<br>(final proposed) |

### EXECUTIVE SUMMARY:

The purpose of this item is to seek City Council approval of the FY 2022 Jacksonville Economic Development Corporation (JEDCO) Budget. Per JEDCO Bylaws, "No later than August 1 of each year the Board of Directors shall prepare a budget for the next fiscal year, which budget shall be submitted to and approved by the Jacksonville City Council."

The FY 2022 Budget includes \$403,800 for operational expenses and \$3,262,333 for economic development projects, of which \$2,000,000 is a placeholder for future projects. Future projects are those that may arise during the fiscal year, but are not yet identified. Any new economic development projects resulting in a expenditure of \$10,000 or greater, must come before City Council for approval.

### RECOMMENDED ACTION:

Approval

### BID AND AWARD:

### BUDGET DATA:

FY21 JEDCO Budget  
Department Approved Budget

### BUDGET JUSTIFICATION:

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

Couuncil approves JEDCO's budget



# **Fiscal Year 2021-2022 Proposed Budget**



**Jacksonville Economic Development Corporation**  
**Fiscal Year 2021-2022**  
**Budget**

|                                                        | <b>21-22<br/>Budget<br/>Proposed</b> | <b>20-21<br/>Budget<br/>Adopted</b> |
|--------------------------------------------------------|--------------------------------------|-------------------------------------|
| <b><u>Cash Balance</u></b>                             |                                      |                                     |
| Beginning Cash Balance                                 | \$5,100,000                          | \$4,500,000                         |
| <b><u>Revenue</u></b>                                  |                                      |                                     |
| Sales Tax                                              | 1,345,877                            | 1,134,000                           |
| Interest Income                                        | 50,000                               | 50,000                              |
| Lease Income                                           | 27,300                               | 7,000                               |
| <b>Total Revenue</b>                                   | <b>\$1,423,177</b>                   | <b>\$1,191,000</b>                  |
| <b><u>Expenses</u></b>                                 |                                      |                                     |
| Administrative & Operating Expenses (Exhibit A)        | \$259,800                            | \$254,800                           |
| Legal & Professional Services (Exhibit B)              | 62,000                               | 62,000                              |
| Norman Industrial Park Expenses (Exhibit C)            | 29,000                               | 24,000                              |
| Advertising, Travel/Training, & Promotions (Exhibit D) | 53,000                               | 58,000                              |
| <b>Total Expenses</b>                                  | <b>\$403,800</b>                     | <b>\$398,800</b>                    |
| <b><u>Economic Development Projects</u></b>            |                                      |                                     |
| Committed Projects (Exhibit E)                         | \$842,333                            | \$397,333                           |
| Matching Grants (Exhibit E)                            | 400,000                              | *500,000                            |
| Workforce Development (Exhibit E)                      | 20,000                               | -----                               |
| Future Projects (Exhibit E)                            | 2,000,000                            | 2,000,000                           |
| <b>Total Economic Development Projects</b>             | <b>\$3,262,333</b>                   | <b>\$2,897,333</b>                  |
| <b>Total Budget</b>                                    | <b>\$3,666,133</b>                   | <b>\$3,296,133</b>                  |

\*increased from \$200,000 to \$500,000 via mid-year budget amendment

### **Cash Balance**

**Beginning Cash Balance - \$5,100,000:**

Approximate beginning cash balance for Fiscal Year 2021-2022.

### **Revenue**

**Sales Tax - \$1,345,877:**

Projected sales tax revenue is estimated by the City.

**Interest Income - \$50,000:**

JEDCO follows the City of Jacksonville Investment Policy which results in approximately \$4,250 of interest income per month.

**Lease Income - \$27,300:**

- **1829 Norman Dr.** - \$16,800  
    **Tenant:** Blue Goose Customs and Fabrication  
    **Monthly payment:** \$1,400  
    **Lease expiration:** February 28, 2023
- **140 Broiles St.** - \$10,500 (6-months at \$1,750/month)  
    **Tenant:** A&W Field Services  
    **Monthly payment:** \$1,750  
    **Lease expiration:** March 31, 2026

**Exhibit A**  
**Administrative & Operating Expenses**

|                                 |                |
|---------------------------------|----------------|
| Salaries & Administrative       | \$215,000      |
| D&O Insurance                   | 2,800          |
| Office Supplies & Miscellaneous | 15,000         |
| Maintenance                     | 5,000          |
| Website & Software              | 12,000         |
| Utilities                       | 10,000         |
| <b>Total</b>                    | <b>259,800</b> |

**Salaries & Administrative - \$215,000:**

Salaries, retirement, health insurance, FICA, and related expenses for the JEDCO President and the full-time administrative assistant. This also includes a car and cell phone allowance for the position of President.

**Directors & Officers Insurance - \$2,800:**

Insurance policy for the Board of Directors and staff.

**Office Supplies & Miscellaneous- \$15,000:**

Office related expenses, including JEDCO stationary, postage, printing, computer maintenance, meals for board meetings, office equipment, and other direct operating and miscellaneous expenses.

**Maintenance - \$5,000:**

Maintenance and improvements for 309 E. Commerce Street.

**Website/Software and IT Support - \$12,000:**

- ZacTax annual license: \$3,000
- EDsuite website support and license: \$3,000
- Constant Contact – Newsletters, events, marketing: \$500
- Impact Data Source: \$2,500

**Utilities - \$10,000:**

309 E. Commerce Street:

- Internet and Telephone (4-lines): \$3,800
- Alarm system: \$400
- Water: \$600
- Gas: \$1,000
- Electric: \$3,600

**Exhibit B**  
**Legal & Professional Services**

|                     |                 |
|---------------------|-----------------|
| Legal Expenses      | \$15,000        |
| Accounting Services | 3,000           |
| Audit Cost          | 4,000           |
| Consulting          | 25,000          |
| Contractors         | 15,000          |
| <b>Total</b>        | <b>\$62,000</b> |

**Legal Expenses - \$15,000:**

Representation as needed. Preparation and review of performance agreements, real estate contracts, and other documents.

**Accounting Services - \$3,000:**

Third-party accounting services for preparation of monthly financial reports, check preparation, and preparation of tax forms required by the Internal Revenue Service.

**Audit Cost - \$4,000:**

Annual audit in conjunction with the City.

**Consulting - \$25,000:**

Professional consulting fees requiring a professional service or opinion.

- Community development codes and zoning

**Contractors - \$15,000:**

Independent contractors performing services such as site evaluations, reports, or ancillary duties.

- Assess land at Loop 456 and US 69

**Exhibit C**  
**Norman Industrial Park Expenses**

|              |                 |
|--------------|-----------------|
| Maintenance  | \$25,000        |
| Utilities    | 2,000           |
| Insurance    | 2,000           |
| <b>Total</b> | <b>\$29,000</b> |

**Maintenance - \$25,000:**

Maintenance of the industrial park to include regular mowing within the ROW and of JEDCO owned properties. Litter control and special projects/repairs.

- Brush clean-up

**Utilities - \$2,000:**

Water and electric service for monument entrance signs.

**Insurance - \$2,000:**

Property insurance for the JEDCO-owned properties:

- 1829 Norman Drive
- 1801 Norman Drive
- 140 Broiles Street



**Exhibit D**  
**Advertising, Travel/Training, & Promotions**

|                                  |                 |
|----------------------------------|-----------------|
| Advertisements                   | \$4,000         |
| Business Development             | 10,000          |
| Promotional/Marketing Material   | 4,000           |
| Travel                           | 12,000          |
| Trade Show/Site Selection Events | 4,000           |
| Training/Education               | 4,000           |
| Professional Memberships         | 5,000           |
| Job Fair/Other Sponsorships      | 10,000          |
| <b>Total</b>                     | <b>\$53,000</b> |

**Advertisements - \$4,000:**

Advertisements such as billboards, trade publications, Chamber of Commerce promotions, and other miscellaneous publications.

**Business Development - \$10,000:**

Appreciation efforts and events, BRE and prospect expenses, Workforce Roundtable, and Employer of the Month plaques.

**Promotional/ Marketing Materials - \$4,000:**

Promotional items/give-a-ways and marketing materials.

**Travel - \$12,000:**

Travel and lodging for trade shows, site selection events, professional conferences, training, BRE, and prospect visits/recruitment.

**Trade Shows/Site Selection Events - \$4,000:**

Local and national retail and industrial recruiting events.

- PLASTEC WEST (James): \$1,000
- International Council of Shopping Centers (ICSC)
  - RECon Expo (James): \$660

**Training/Education - \$4,000:**

Local and national professional conferences and training courses.

- Southern Economic Development Council (SEDC)
  - "Meet the Consultants" (James): \$400
  - Annual Conference (James): \$700
- Texas Economic Development Council (TEDC)
  - Annual Conference (James): \$500
  - Mid-year Conference (Sherri): \$350
- Texas Municipal League
  - ED Conference (James and Directors): \$1,000 (\$250/each)

**Memberships – \$5000**

Includes memberships to professional and civic organizations.

- Texas Economic Development Council (TEDC) (James & Sherri): \$1,000

- Int'l. Council of Shopping Centers (JEDCO & James) (ICSC): \$225
- NE TX Economic Developers Round (NETEDR) (James & Sherri): \$100
- Kiwanis (Sherri): \$600
- Rotary (James): \$700
- Chamber of Commerce (JEDCO): \$200
- Cherokee Ranch Golf Club: \$1,680

**Job Fair/Other Sponsorships - \$10,000:**

Sponsorship pays for advertising (radio and signage), hospitality room, printed materials, etc.

**Exhibit E**  
**Economic Development Projects**

|                              |                    |
|------------------------------|--------------------|
| Committed Projects           | \$842,333          |
| • Adams Engineers            | 44,000             |
| • Dacon Industries           | 23,333             |
| • LU-VE/Zyklus Heat Transfer | 125,000            |
| • GVD Construction           | 125,000            |
| • Downtown Sidewalk Project  | 525,000            |
| Matching Grants              | 400,000            |
| Workforce Development        | 20,000             |
| Future Projects              | 2,000,000          |
| <b>Total</b>                 | <b>\$3,262,333</b> |

**Adams Engineers and Equipment – Up to \$44,000 (based on TWC report):**

A job-creation incentive of \$4,000 per employee up to \$44,000. Adams has 5-years to capture this assistance. Agreement ends September 1, 2023.

**Dacon Industries - \$23,333 (based on results of TWC report):**

First year payment for job creation incentive totaling \$70,000 payable over 3-years. This amount represents 1/3 of the total incentive for job creation. Agreement ends February 20, 2023.

**LU-VE/Zyklus Heat Transfer - \$125,000**

Second half of reimbursement toward purchase of land to be paid upon receipt of Certificate of Occupancy for new building.

**GVD Construction - \$125,000**

Infrastructure reimbursement of up to \$125,000 for the installation of a new 8" sanitary sewer main. Payment due upon proof of expenditure.

**Downtown Sidewalk Project - \$525,000**

Funding for downtown sidewalk and lighting enhancements. This amount is in addition to \$75,000 provided to the City in FY 2021 to serve as the required match for the TDA grant.

**Matching Grants - \$400,000**

Funding for façade, demolition and downtown redevelopment grant program.

- Romas Italian Bistro (DRP) - \$50,000
- Neighbors Coffee Chop (DRP) - \$50,000

**Workforce Development - \$20,000**

Employer specific training initiatives.

**Future Projects - \$2,000,000:**

This fund provides for expansion of existing businesses, prospective industries, property acquisitions, expansion, or improvements in the Norman Industrial Park.



## *Jacksonville City Council*

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# AGENDA ITEM REPORT

|               |                                                             |              |                                                                                                                                                                                                                                          |
|---------------|-------------------------------------------------------------|--------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| AGENDA DATE:  | 9/14/2021                                                   | ITEM NUMBER: | 12.                                                                                                                                                                                                                                      |
| DEPARTMENT:   | Community and Public Services                               | PREPARED BY: | Randall Chandler, DIRECTOR OF PUBLIC AND COMMUNITY SERVICES                                                                                                                                                                              |
| INITIATED BY: | Randall Chandler, DIRECTOR OF PUBLIC AND COMMUNITY SERVICES | EXHIBITS:    | Drewery Invoice, Andrews2, Andrews1, Andrews , Tremont, Earl, Love and Lawrence, Love Park St, Love Park, Grant1, Grant , Forrest , Debusk St 1, Debusk St, Phillips St 2, Phillips St 1 , Phillips St, Delaware Court 1, Delaware Court |

### EXECUTIVE SUMMARY:

This item is part of the approved 2020-2021 FY Budget and is the annual street overlay program from the Community and Public Services Department. This year a RFP was issued and Drewery Construction was selected for the completion of the 2020-2021 Overlay Program. The streets selected for the overlay program this year were Forrest Street, Debusk Street, Marshall Street, Grant, Tremont Circle, Earl, Love, Beaumont, Fort Worth, Delaware Court, Phillips, and Andrews. As a side note, the 2019-2020 Street Overlay Program was not completed due to COVID-19 and those funds remained in fund balance. The final invoice from Drewery is for the installation of 2,977 tons of HMA for \$169,689.00. This is \$27,189.00 over the initial bid of bid , which was \$142,500.00. Staff believes this was due to the contractor laying a thicker asphalt mat than we are accustomed to for residential streets. The RFP was based upon tons of material installed, so there is no concern of whether the City of Jacksonville received the material or if it was installed.

### RECOMMENDED ACTION:

Staff is recommending payment.

### BID AND AWARD:

### BUDGET DATA:

This was part of the approved 2020-2021 FY Budget.

### BUDGET JUSTIFICATION:

This was part of the approved 2020-2021 FY Budget.

**BACKGROUND:**

The Community and Public Services Department has completed an annual Street Overlay program for many years and this is a continuation of the program.

**POLICY/GOAL CONSIDERATION:**

This project is in alignment with the Departmental Goal of providing the best road surfaces possible for our citizens.

**LEGAL:**



**CITY OF JACKSONVILLE**

Accounts Payable  
PO Box 1390  
Jacksonville, TX 75766

**PURCHASE ORDER****PO Number:** PO00682**Date:** 05/12/2021**Requisition #:** REQ00745**Vendor #:** 02890

**ISSUED TO:** DREWERY CONSTRUCTION  
902 SE STALLINGS DR  
NACOGDOCHES, TX 75964-

**SHIP TO:** James Worley  
1220 S Bolton  
Jacksonville, TX 75766

| ITEM | UNITS | DESCRIPTION                            | GL ACCT #            | PROJ ACCT # | PRICE      | AMOUNT     |
|------|-------|----------------------------------------|----------------------|-------------|------------|------------|
| 1    | 1     | hauling of asphalt material and paving | 101-603-03-52710-000 |             | 142,500.00 | 142,500.00 |

Authorized by: \_\_\_\_\_

|                   |            |
|-------------------|------------|
| <b>SUBTOTAL:</b>  | 142,500.00 |
| <b>TOTAL TAX:</b> | 0.00       |
| <b>SHIPPING:</b>  | 0.00       |
| <b>TOTAL</b>      | 142,500.00 |

1. Original invoice with remittance slip must be sent to: City of Jacksonville, Accounts Payable, PO Box 1390, Jacksonville, TX 75766.
2. Payment may be expected within 30 days of receipt of goods and invoice.
3. C.O.D. shipment will not be accepted.
4. Purchase Order numbers must appear on all shipping containers, packing slips and invoices. Failure to comply with the above request may delay payment.
5. All goods are to be shipped F.O.B. Destination unless otherwise stated.
6. All materials and services are subject to approval based on the description on the face of the purchase order or appendages thereof. Substitutions are not permitted without approval of the Requesting Department. Material not approved will be returned at no cost to the City.
7. All goods and equipment must meet or exceed all necessary city, state and federal standards and regulations.
8. Vendor or manufacturer bears risk of loss or damage until property received and/or installed.
9. Seller acknowledges that the buyer is an equal opportunity employer. Seller will comply with all equal opportunity laws and regulations that are applicable to it as a supplier of the buyer.
10. The City is exempt from all federal excise and state tax - ID# 75-6000569

Accounts Payable (903) 339-3319 FAX (903) 586-4609

# APPLICATION AND CERTIFICATE FOR PAYMENT

TO (OWNER):  
City of Jacksonville  
315 S. Ragsdale St.  
Jacksonville, TX 75766

PROJECT: City of Jacksonville 20-21 HMA

APPLICATION NO: 1 Distribution

PERIOD TO: 8/23/2021

\$169,689.00  
\$0.00  
\$169,689.00

ENGINEER:

DREWEY CONSTRUCTION COMPANY, INC.  
902 SE STALINGS DR  
NACOGDOCHES, TX 75964

CONTRACT DATE:

| CHANGE ORDER SUMMARY                               |               |           |            |
|----------------------------------------------------|---------------|-----------|------------|
| Change orders approved in previous months by Owner |               | ADDITIONS | DEDUCTIONS |
| TOTAL                                              |               | \$0.00    | \$0.00     |
| Approved this Month                                |               |           |            |
| Number                                             | Date Approved |           |            |
|                                                    |               | \$0.00    | \$0.00     |
| TOTALS                                             |               | \$0.00    | \$0.00     |
| Net change by Change Orders                        |               | 0.00      |            |

Application is made for Payment, as shown below, in connection with the Contract.  
Continuation Sheet Attached

|                                    |              |
|------------------------------------|--------------|
| 1 ORIGINAL CONTRACT SUM            | \$142,500.00 |
| 2 Net change by Change Orders      | \$0.00       |
| 3 CONTRACT SUM TO DATE             | \$142,500.00 |
| 4 TOTAL COMPLETED & STORED TO DATE | \$169,689.00 |

5 Retainage:

\_\_\_\_\_  
\_\_\_\_\_

|                                                                    |              |
|--------------------------------------------------------------------|--------------|
|                                                                    | \$0.00       |
| 6 TOTAL EARNED LESS RETAINAGE                                      | \$169,689.00 |
| 7 LESS PREVIOUS CERTIFICATES FOR PAYMENT (from prior Certificates) | \$0.00       |
| 8 CURRENT PAYMENT DUE                                              | \$169,689.00 |
| 9 BALANCE TO FINISH, PLUS RETAINAGE                                | \$-27,189.00 |

**DREWERY CONSTRUCTION COMPANY, INC.**

**CONTRACT:** City of Jacksonville 20-21 HMA

**PROGRESS PAYMENT NO:**

1

**CONTRACTOR:** DREWERY CONSTRUCTION COMPANY, INC.  
902 SE STALLINGS DRIVE  
NACOGDOCHES, TX 75964

**PROGRESS PAYMENT PERIOD:**

8/23/2021

| ITEM                  | DESCRIPTION          | QTY.  | UNIT | UNIT PRICE | CONTRACT AMOUNT   | MATERIAL STORED | PREVIOUS QTY | QTY THIS ESTIMATE | QTY TO DATE | BILLINGS TO DATE  | PREVIOUS BILLINGS | WORK COMPLETE THIS ESTIMATE | %          |
|-----------------------|----------------------|-------|------|------------|-------------------|-----------------|--------------|-------------------|-------------|-------------------|-------------------|-----------------------------|------------|
| 1000                  | HMA (TY D)(PG 64-22) | 2,500 | TON  | 37.00      | 92,500.00         | 0.00            | 0            | 2,977             | 2,977       | 110,149.00        | 0.00              | 110,149.00                  | 119        |
| 1010                  | HMA (TRUCKING)       | 2,500 | TON  | 20.00      | 50,000.00         | 0.00            | 0            | 2,977             | 2,977       | 59,540.00         | 0.00              | 59,540.00                   | 119        |
| <b>TOTAL CONTRACT</b> |                      |       |      |            | <b>142,500.00</b> | <b>0.00</b>     |              |                   |             | <b>169,689.00</b> | <b>0.00</b>       | <b>169,689.00</b>           | <b>119</b> |

|                                 |    |            |
|---------------------------------|----|------------|
| TOTAL COMPLETED TO DATE         | \$ | 169,689.00 |
| TOTAL COMPLETED/ STORED TO DATE | \$ | 169,689.00 |
| RETAINAGE HELD                  | \$ | 0.00       |
| TOTAL CPLT LESS RETAINAGE       | \$ | 169,689.00 |
| LESS PREVIOUS BILLINGS          | \$ | 0.00       |
| CURRENT PAYMENT DUE             | \$ | 169,689.00 |

|                           |    |            |
|---------------------------|----|------------|
| ORIGINAL CONTRACT AMOUNT  | \$ | 142,500.00 |
| CONTRACT CHANGES          | \$ | 0.00       |
| TOTAL CONTRACT W/ CHANGES | \$ | 142,500.00 |
| WORK COMPLETED TO DATE    | \$ | 169,689.00 |
| BALANCE TO COMPLETE       | \$ | -27,189.00 |













































































## *Jacksonville City Council*

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# AGENDA ITEM REPORT

|               |                                                                   |              |                                            |
|---------------|-------------------------------------------------------------------|--------------|--------------------------------------------|
| AGENDA DATE:  | 9/14/2021                                                         | ITEM NUMBER: | 13.                                        |
| DEPARTMENT:   | Community and Public Services                                     | PREPARED BY: | Kristie Marks,<br>ADMINISTRATIVE ASSISTANT |
| INITIATED BY: | Randall Chandler, DIRECTOR OF<br>PUBLIC AND COMMUNITY<br>SERVICES | EXHIBITS:    | Capps Cappsco Invoice                      |

### EXECUTIVE SUMMARY:

This agenda item deals with the patching of utility cuts throughout the City of Jacksonville that were in need of repair. The numerous cuts were due to many reasons associated with COVID-19, Winter Storm Uri, an extremely wet spring and summer, and the inability to acquire Hot Mix Asphalt Cement. The ability of this contractor to progress so quickly on the utility cuts resulted in the continuation of repairs once the original list was complete. There were months of patch work that needed to be addressed and the contractor was instructed to continue with the repairs; since the weather was finally hot and dry and Hot Mix Asphalt Cement was now readily available. The PO was originally signed for \$49,000 and the final invoice from the contractor is \$130,091.69. This work was competitively bid by the Square Feet of repaired HMA and dependent upon whether material was purchased in Tyler or Jacksonville.

### RECOMMENDED ACTION:

Staff is recommending approval.

### BID AND AWARD:

### BUDGET DATA:

### BUDGET JUSTIFICATION:

**BACKGROUND:**

Pothole and utility cut pathching is a routine part the Streets Department Budget.

**POLICY/GOAL CONSIDERATION:**

This action item is in direct support of the Streets Department Goal of provide the best travel surfaces for our Citizens.

**LEGAL:**



**CITY OF JACKSONVILLE**

Accounts Payable  
PO Box 1390  
Jacksonville, TX 75766

**PURCHASE ORDER****PO Number:** PO00675**Date:** 05/11/2021**Requisition #:** REQ00739**Vendor #:** 01740

**ISSUED TO:** CAPPS-CAPCO CONSTRUCTION, INC  
13044 CR 192  
TYLER, TX 75703

**SHIP TO:** City of Jacksonville  
Attn: Administration  
1220 S Bolton  
Jacksonville, TX 75766

| ITEM | UNITS DESCRIPTION         | GL ACCT #            | PROJ ACCT # | PRICE     | AMOUNT    |
|------|---------------------------|----------------------|-------------|-----------|-----------|
| 1    | 1 asphalt street patching | 201-610-06-52710-000 |             | 49,000.00 | 49,000.00 |

|                   |           |
|-------------------|-----------|
| <b>SUBTOTAL:</b>  | 49,000.00 |
| <b>TOTAL TAX:</b> | 0.00      |
| <b>SHIPPING:</b>  | 0.00      |
| <b>TOTAL</b>      | 49,000.00 |

**Authorized by:** \_\_\_\_\_

1. Original invoice with remittance slip must be sent to: City of Jacksonville, Accounts Payable, PO Box 1390, Jacksonville, TX 75766.
2. Payment may be expected within 30 days of receipt of goods and invoice.
3. C.O.D. shipment will not be accepted.
4. Purchase Order numbers must appear on all shipping containers, packing slips and invoices. Failure to comply with the above request may delay payment.
5. All goods are to be shipped F.O.B. Destination unless otherwise stated.
6. All materials and services are subject to approval based on the description on the face of the purchase order or appendages thereof. Substitutions are not permitted without approval of the Requesting Department. Material not approved will be returned at no cost to the City.
7. All goods and equipment must meet or exceed all necessary city, state and federal standards and regulations.
8. Vendor or manufacturer bears risk of loss or damage until property received and/or installed.
9. Seller acknowledges that the buyer is an equal opportunity employer. Seller will comply with all equal opportunity laws and regulations that are applicable to it as a supplier of the buyer.
10. The City is exempt from all federal excise and state tax - ID# 75-6000569

**Accounts Payable (903) 339-3319 FAX (903) 586-4609**



**CITY OF JACKSONVILLE**  
**Asphalt Patching**

| ITEM NO |                                                 | QUANTITY | UNIT | UNIT PRICE   | EXTENSION     |
|---------|-------------------------------------------------|----------|------|--------------|---------------|
|         |                                                 |          |      |              |               |
|         | Asphalt Patching:                               |          |      |              |               |
|         | If material is purchased in Jacksonville        |          | SF   | \$7.20       |               |
|         | If material is purchased in Tyler               |          | SF   | \$8.20       |               |
|         |                                                 |          |      |              |               |
|         | Digging out existing pavement compact subgrade. |          |      |              |               |
|         | Install new hot mix.                            |          |      |              |               |
|         |                                                 |          |      |              |               |
|         | <b>Note:</b>                                    |          |      |              |               |
|         | Asphalt paid by City.                           |          |      |              |               |
|         | Material provided by City.                      |          |      |              |               |
|         | Haul by Capps-Capco Construction, Inc.          |          |      |              |               |
|         |                                                 |          |      | <b>TOTAL</b> | <b>\$0.00</b> |

Capps-Capco Construction, Inc.  
Contractor  
13044 CR 192  
Tyler, TX 75703

City of Jacksonville  
Randall Chandler

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
By (Printed Name)

\_\_\_\_\_  
By (Printed Name)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date





13044 CR 192· Tyler, TX 75703  
(903) 531-9670 ·Fax (903) 531-9675

**Date: July 14, 2021**

Job No: Asphalt Repair

Invoice Number: 105665

**City of Jacksonville**

1220 S. Bolton

Jacksonville, TX 75766

**Re: City of Jacksonville\_Aspphalt Patching**

---

| <u>Category</u>                                  | <u>Amount</u> |
|--------------------------------------------------|---------------|
| <b>Dates of Service: 06/16/2021 - 07/02/2021</b> |               |
| <u>Time/Labor/Equipment Charges</u>              |               |

Asphalt Patching for the City of Jacksonville  
15,864.84 @ \$8.20 SF

\$130,091.69

**TOTAL INVOICE AMOUNT**

---

**\$130,091.69**

As always, we appreciate the opportunity to be of service.

Tax ID # 26-0368802



A CRH COMPANY  
420 Decker Drive  
Irving, TX 75062

(250.41 Tons)

Customer No: 250758  
Invoice No: 200964597  
Inv Date: 06/17/21  
Page: Page 1 of 1

Customer Job: Q668466 (Utility Cut)

City of Jacksonville  
PO Box 1390  
Jacksonville TX 75766-1390

Texas Materials Group, Inc.  
420 Decker Drive  
Irving, TX 75062  
214-741-3531

james.worley@jacksonvilletx.org  
kimberly.lynn@jacksonvilletx.org

Delivered To: Joint Purchasing-Smith County Various Streets Jack

| Date                                        | Ticket#  | Product# | Description         | QTY          | UM  | Unit Price | Haul QTY   | Haul Rate | Matl Total      | Haul Total  | Tax         | Total           |
|---------------------------------------------|----------|----------|---------------------|--------------|-----|------------|------------|-----------|-----------------|-------------|-------------|-----------------|
| <b>Plant: 04271 Asphalt - South Tyler</b>   |          |          |                     |              |     |            |            |           |                 |             |             |                 |
| <b>MATERIAL: TYPE D PG 64-22 RAP</b>        |          |          |                     |              |     |            |            |           |                 |             |             |                 |
| 06/17/21                                    | 47163848 | 211840   | TYPE D PG 64-22 RAP | 11.80        | TON | 76.00      | 0.00       | 0.00      | 896.80          | 0.00        | 0.00        | 896.80          |
| 06/17/21                                    | 47163863 | 211840   | TYPE D PG 64-22 RAP | 9.20         | TON | 76.00      | 0.00       | 0.00      | 699.20          | 0.00        | 0.00        | 699.20          |
| <b>Total : TYPE D PG 64-22 RAP</b>          |          |          |                     | <b>21.00</b> |     |            | <b>TON</b> |           | <b>1,596.00</b> | <b>0.00</b> | <b>0.00</b> | <b>1,596.00</b> |
| <b>Total : Material TYPE D PG 64-22 RAP</b> |          |          |                     | <b>21.00</b> |     |            |            |           | <b>1,596.00</b> | <b>0.00</b> | <b>0.00</b> | <b>1,596.00</b> |
| <b>Total Invoice:</b>                       |          |          |                     | <b>21.00</b> |     |            |            |           | <b>1,596.00</b> | <b>0.00</b> | <b>0.00</b> | <b>1,596.00</b> |

You can now access your invoices and make payments through our customer portal. Register now by clicking on <http://mytexasmaterialsgroup.myamatportal.com..> Please note that the new remit to suite number has been changed to # 307.

Terms: Net 30.

Invoice Amount: 1,596.00

Amount Paid: \_\_\_\_\_

Customer Name: City of Jacksonville  
Customer No: 250758  
Invoice #: 200964597  
Date: 06/17/21  
Customer Job: Q668466 (Utility Cut)  
Due Date: 07/17/21

If you have any questions about your invoice please call 214-741-3531

Remit Payment To: Texas Materials Group, Inc.  
1320 Arrow Point Drive Suite 307  
DBA TexasBit a CRH Company  
Cedar Park, TX 78613

Please provide your email address below if you would like to start receiving your invoices via email





A CRH COMPANY  
420 Decker Drive  
Irving, TX 75062

Customer No: 250758  
Invoice No: 200964961  
Inv Date: 06/18/21  
Page: Page 1 of 1

Customer Job: Q668466 (Utility Cut)

City of Jacksonville  
PO Box 1390  
Jacksonville TX 75768-1390

Texas Materials Group, Inc.  
420 Decker Drive  
Irving, TX 75062  
214-741-3531

james.worley@jacksonvilletx.org  
kimberly.lynn@jacksonvilletx.org

Delivered To: Joint Purchasing-Smith County Various Streets Jack

| Date                                 | Ticket#  | Product# | Description         | QTY   | UM  | Unit Price | Haul QTY | Haul Rate | Matl Total | Haul Total | Tax  | Total    |
|--------------------------------------|----------|----------|---------------------|-------|-----|------------|----------|-----------|------------|------------|------|----------|
| Plant: 04271 Asphalt - South Tyler   |          |          |                     |       |     |            |          |           |            |            |      |          |
| MATERIAL: TYPE D PG 64-22 RAP        |          |          |                     |       |     |            |          |           |            |            |      |          |
| 06/18/21                             | 47163872 | 211840   | TYPE D PG 64-22 RAP | 11.33 | TON | 76.00      | 0.00     | 0.00      | 861.08     | 0.00       | 0.00 | 861.08   |
| 06/18/21                             | 47163892 | 211840   | TYPE D PG 64-22 RAP | 11.22 | TON | 76.00      | 0.00     | 0.00      | 852.72     | 0.00       | 0.00 | 852.72   |
| 06/18/21                             | 47163908 | 211840   | TYPE D PG 64-22 RAP | 12.74 | TON | 76.00      | 0.00     | 0.00      | 968.24     | 0.00       | 0.00 | 968.24   |
| Total : TYPE D PG 64-22 RAP          |          |          |                     | 35.29 |     |            | TON      |           | 2,682.04   | 0.00       | 0.00 | 2,682.04 |
| Total : Material TYPE D PG 64-22 RAP |          |          |                     | 35.29 |     |            |          |           | 2,682.04   | 0.00       | 0.00 | 2,682.04 |
| Total Invoice:                       |          |          |                     | 35.29 |     |            |          |           | 2,682.04   | 0.00       | 0.00 | 2,682.04 |

You can now access your invoices and make payments through our customer portal. Register now by clicking on <http://mytexasmaterialsgroup.myamatportal.com..> Please note that the new remit to suite number has been changed to # 307.

Terms: Net 30.

Invoice Amount: 2,682.04

Amount Paid: \_\_\_\_\_

Customer Name: City of Jacksonville  
Customer No: 250758  
Invoice #: 200964961  
Date: 06/18/21  
Customer Job: Q668466 (Utility Cut)  
Due Date: 07/18/21

If you have any questions about your invoice please call 214-741-3531

Remit Payment To: Texas Materials Group, Inc.  
1320 Arrow Point Drive Suite 307  
DBA TexasBit a CRH Company  
Cedar Park, TX 78613

Please provide your email address below if you would like to start receiving your invoices via email



A CRH COMPANY  
420 Decker Drive  
Irving, TX 75062

Customer No: 250758  
Invoice No: 200965929  
Inv Date: 06/22/21  
Page: Page 1 of 1

Customer Job: Q668466 (Utility Cut)

City of Jacksonville  
PO Box 1390  
Jacksonville TX 75766-1390

Texas Materials Group, Inc.  
420 Decker Drive  
Irving, TX 75062  
214-741-3531

james.worley@jacksonvilletx.org  
kimberly.lynn@jacksonvilletx.org

Delivered To: Joint Purchasing-Smith County Various Streets Jack

| Date                                        | Ticket#  | Product# | Description         | QTY          | UM  | Unit Price | Haul QTY   | Haul Rate | Matl Total      | Haul Total  | Tax         | Total           |
|---------------------------------------------|----------|----------|---------------------|--------------|-----|------------|------------|-----------|-----------------|-------------|-------------|-----------------|
| <b>Plant: 04271 Asphalt - South Tyler</b>   |          |          |                     |              |     |            |            |           |                 |             |             |                 |
| <b>MATERIAL: TYPE D PG 64-22 RAP</b>        |          |          |                     |              |     |            |            |           |                 |             |             |                 |
| 06/22/21                                    | 47163924 | 211840   | TYPE D PG 64-22 RAP | 11.60        | TON | 76.00      | 0.00       | 0.00      | 881.60          | 0.00        | 0.00        | 881.60          |
| 06/22/21                                    | 47163933 | 211840   | TYPE D PG 64-22 RAP | 11.47        | TON | 76.00      | 0.00       | 0.00      | 871.72          | 0.00        | 0.00        | 871.72          |
| 06/22/21                                    | 47163939 | 211840   | TYPE D PG 64-22 RAP | 10.16        | TON | 76.00      | 0.00       | 0.00      | 772.16          | 0.00        | 0.00        | 772.16          |
| <b>Total : TYPE D PG 64-22 RAP</b>          |          |          |                     | <b>33.23</b> |     |            | <b>TON</b> |           | <b>2,525.48</b> | <b>0.00</b> | <b>0.00</b> | <b>2,525.48</b> |
| <b>Total : Material TYPE D PG 64-22 RAP</b> |          |          |                     | <b>33.23</b> |     |            |            |           | <b>2,525.48</b> | <b>0.00</b> | <b>0.00</b> | <b>2,525.48</b> |
| <b>Total Invoice:</b>                       |          |          |                     | <b>33.23</b> |     |            |            |           | <b>2,525.48</b> | <b>0.00</b> | <b>0.00</b> | <b>2,525.48</b> |

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Terms: Net 30.

Invoice Amount: 2,525.48

Amount Paid: \_\_\_\_\_

Customer Name: City of Jacksonville  
Customer No: 250758  
Invoice #: 200965929  
Date: 06/22/21  
Customer Job: Q668466 (Utility Cut)  
Due Date: 07/22/21

If you have any questions about your invoice please call 214-741-3531

Remit Payment To: Texas Materials Group, Inc.  
1320 Arrow Point Drive Suite 307  
DBA TexasBit a CRH Company  
Cedar Park, TX 78613

Please provide your email address below if you would like to start receiving your invoices via email





A CRH COMPANY  
420 Decker Drive  
Irving, TX 75062

Customer No: 250758  
Invoice No: 200966147  
Inv Date: 06/23/21  
Page: Page 1 of 1

Customer Job: Q668466 (Utility Cut)

City of Jacksonville  
PO Box 1390  
Jacksonville TX 75766-1390

james.worley@jacksonvilletx.org  
kimberly.lynn@jacksonvilletx.org

Texas Materials Group, Inc.  
420 Decker Drive  
Irving, TX 75062  
214-741-3531

Delivered To: Joint Purchasing-Smith County Various Streets Jack

| Date                                 | Ticket#  | Product# | Description         | QTY   | UM  | Unit Price | Haul QTY | Haul Rate | Matl Total | Haul Total | Tax  | Total    |
|--------------------------------------|----------|----------|---------------------|-------|-----|------------|----------|-----------|------------|------------|------|----------|
| Plant: 04271 Asphalt - South Tyler   |          |          |                     |       |     |            |          |           |            |            |      |          |
| MATERIAL: TYPE D PG 64-22 RAP        |          |          |                     |       |     |            |          |           |            |            |      |          |
| 06/23/21                             | 47163944 | 211840   | TYPE D PG 64-22 RAP | 13.29 | TON | 76.00      | 0.00     | 0.00      | 1,010.04   | 0.00       | 0.00 | 1,010.04 |
| 06/23/21                             | 47163947 | 211840   | TYPE D PG 64-22 RAP | 12.70 | TON | 76.00      | 0.00     | 0.00      | 965.20     | 0.00       | 0.00 | 965.20   |
| 06/23/21                             | 47163955 | 211840   | TYPE D PG 64-22 RAP | 13.20 | TON | 76.00      | 0.00     | 0.00      | 1,003.20   | 0.00       | 0.00 | 1,003.20 |
| 06/23/21                             | 47163964 | 211840   | TYPE D PG 64-22 RAP | 12.97 | TON | 76.00      | 0.00     | 0.00      | 985.72     | 0.00       | 0.00 | 985.72   |
| Total : TYPE D PG 64-22 RAP          |          |          |                     | 52.16 |     |            | TON      |           | 3,964.16   | 0.00       | 0.00 | 3,964.16 |
| Total : Material TYPE D PG 64-22 RAP |          |          |                     | 52.16 |     |            |          |           | 3,964.16   | 0.00       | 0.00 | 3,964.16 |
| Total Invoice:                       |          |          |                     | 52.16 |     |            |          |           | 3,964.16   | 0.00       | 0.00 | 3,964.16 |

You can now access your invoices and make payments through our customer portal. Register now by clicking on <http://mytexasmaterialsgroup.myamatportal.com..> Please note that the new remit to suite number has been changed to # 307.

Terms: Net 30.

Invoice Amount: 3,964.16

Amount Paid: \_\_\_\_\_

Customer Name: City of Jacksonville  
Customer No: 250758  
Invoice #: 200966147  
Date: 06/23/21  
Customer Job: Q668466 (Utility Cut)  
Due Date: 07/23/21

If you have any questions about your invoice please call 214-741-3531

Remit Payment To: Texas Materials Group, Inc.  
1320 Arrow Point Drive Suite 307  
DBA TexasBit a CRH Company  
Cedar Park, TX 78613

Please provide your email address below if you would like to start receiving your invoices via email



**ACRH COMPANY**  
420 Decker Drive  
Irving, TX 75062

**Customer No:** 250758  
**Invoice No:** 200966376  
**Inv Date:** 06/24/21  
**Page:** Page 1 of 1

**Customer Job:** Q668466 (Utility Cut)

City of Jacksonville  
PO Box 1390  
Jacksonville TX 75766-1390

Texas Materials Group, Inc.  
420 Decker Drive  
Irving, TX 75062  
214-741-3531

james.worley@jacksonvilletx.org  
kimberly.lynn@jacksonvilletx.org

**Delivered To:** Joint Purchasing-Smith County Various Streets Jack

| Date                                        | Ticket#  | Product# | Description         | QTY          | UM  | Unit Price | Haul QTY   | Haul Rate | Matl Total      | Haul Total  | Tax         | Total           |
|---------------------------------------------|----------|----------|---------------------|--------------|-----|------------|------------|-----------|-----------------|-------------|-------------|-----------------|
| <b>Plant: 04271 Asphalt - South Tyler</b>   |          |          |                     |              |     |            |            |           |                 |             |             |                 |
| <b>MATERIAL: TYPE D PG 64-22 RAP</b>        |          |          |                     |              |     |            |            |           |                 |             |             |                 |
| 06/24/21                                    | 47163971 | 211840   | TYPE D PG 64-22 RAP | 12.58        | TON | 76.00      | 0.00       | 0.00      | 956.08          | 0.00        | 0.00        | 956.08          |
| 06/24/21                                    | 47164013 | 211840   | TYPE D PG 64-22 RAP | 12.31        | TON | 76.00      | 0.00       | 0.00      | 935.56          | 0.00        | 0.00        | 935.56          |
| 06/24/21                                    | 47164027 | 211840   | TYPE D PG 64-22 RAP | 12.36        | TON | 76.00      | 0.00       | 0.00      | 939.36          | 0.00        | 0.00        | 939.36          |
| <b>Total : TYPE D PG 64-22 RAP</b>          |          |          |                     | <b>37.25</b> |     |            | <b>TON</b> |           | <b>2,831.00</b> | <b>0.00</b> | <b>0.00</b> | <b>2,831.00</b> |
| <b>Total : Material TYPE D PG 64-22 RAP</b> |          |          |                     | <b>37.25</b> |     |            |            |           | <b>2,831.00</b> | <b>0.00</b> | <b>0.00</b> | <b>2,831.00</b> |
| <b>Total Invoice:</b>                       |          |          |                     | <b>37.25</b> |     |            |            |           | <b>2,831.00</b> | <b>0.00</b> | <b>0.00</b> | <b>2,831.00</b> |

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Terms: Net 30.

**Invoice Amount: 2,831.00**

**Amount Paid:** \_\_\_\_\_

**Customer Name:** City of Jacksonville  
**Customer No:** 250758  
**Invoice #:** 200966376  
**Date:** 06/24/21  
**Customer Job:** Q668466 (Utility Cut)  
**Due Date:** 07/24/21

If you have any questions about your invoice please call 214-741-3531

**Remit Payment To:** Texas Materials Group, Inc.  
1320 Arrow Point Drive Suite 307  
DBA TexasBit a CRH Company  
Cedar Park, TX 78613

Please provide your email address below if you would like to start receiving your invoices via email



A CRH COMPANY  
420 Decker Drive  
Irving, TX 75062

Customer No: 250758  
Invoice No: 200966569  
Inv Date: 06/25/21  
Page: Page 1 of 1

Customer Job: Q668466 (Utility Cut)

City of Jacksonville  
PO Box 1390  
Jacksonville TX 75766-1390

james.worley@jacksonville.tx.org  
kimberly.lynn@jacksonville.tx.org

Texas Materials Group, Inc.  
420 Decker Drive  
Irving, TX 75062  
214-741-3531

Delivered To: Joint Purchasing-Smith County Various Streets Jack

| Date                                        | Ticket#  | Product# | Description         | QTY          | UM  | Unit Price | Haul QTY   | Haul Rate | Matl Total      | Haul Total  | Tax         | Total           |
|---------------------------------------------|----------|----------|---------------------|--------------|-----|------------|------------|-----------|-----------------|-------------|-------------|-----------------|
| <b>Plant: 04271 Asphalt - South Tyler</b>   |          |          |                     |              |     |            |            |           |                 |             |             |                 |
| <b>MATERIAL: TYPE D PG 64-22 RAP</b>        |          |          |                     |              |     |            |            |           |                 |             |             |                 |
| 06/25/21                                    | 47164034 | 211840   | TYPE D PG 64-22 RAP | 12.49        | TON | 76.00      | 0.00       | 0.00      | 949.24          | 0.00        | 0.00        | 949.24          |
| 06/25/21                                    | 47164042 | 211840   | TYPE D PG 64-22 RAP | 12.34        | TON | 76.00      | 0.00       | 0.00      | 937.84          | 0.00        | 0.00        | 937.84          |
| 06/25/21                                    | 47164066 | 211840   | TYPE D PG 64-22 RAP | 12.35        | TON | 76.00      | 0.00       | 0.00      | 938.60          | 0.00        | 0.00        | 938.60          |
| <b>Total : TYPE D PG 64-22 RAP</b>          |          |          |                     | <b>37.18</b> |     |            | <b>TON</b> |           | <b>2,825.68</b> | <b>0.00</b> | <b>0.00</b> | <b>2,825.68</b> |
| <b>Total : Material TYPE D PG 64-22 RAP</b> |          |          |                     | <b>37.18</b> |     |            |            |           | <b>2,825.68</b> | <b>0.00</b> | <b>0.00</b> | <b>2,825.68</b> |
| <b>Total Invoice:</b>                       |          |          |                     | <b>37.18</b> |     |            |            |           | <b>2,825.68</b> | <b>0.00</b> | <b>0.00</b> | <b>2,825.68</b> |

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Terms: Net 30.

Invoice Amount: 2,825.68

Amount Paid: \_\_\_\_\_

Customer Name: City of Jacksonville  
Customer No: 250758  
Invoice #: 200966569  
Date: 06/25/21  
Customer Job: Q668466 (Utility Cut)  
Due Date: 07/25/21

If you have any questions about your invoice please call 214-741-3531

Remit Payment To: Texas Materials Group, Inc.  
1320 Arrow Point Drive Suite 307  
DBA TexasBit a CRH Company  
Cedar Park, TX 78613

Please provide your email address below if you would like to start receiving your invoices via email





A CRH COMPANY  
420 Decker Drive  
Irving, TX 75062

Customer No: 250758  
Invoice No: 200968243  
Inv Date: 06/30/21  
Page: Page 1 of 1

Customer Job: Q668466 (Utility Cut)

City of Jacksonville  
PO Box 1390  
Jacksonville TX 75766-1390

Texas Materials Group, Inc.  
420 Decker Drive  
Irving, TX 75062  
214-741-3531

james.worley@jacksonvillebx.org  
kimberly.lynn@jacksonvillebx.org

Delivered To: Joint Purchasing-Smith County Various Streets Jack

| Date                                 | Ticket#   | Product# | Description         | QTY   | UM  | Unit Price | Haul QTY | Haul Rate | Matl Total | Haul Total | Tax  | Total    |
|--------------------------------------|-----------|----------|---------------------|-------|-----|------------|----------|-----------|------------|------------|------|----------|
| Plant: 04272 Asphalt - West Tyler    |           |          |                     |       |     |            |          |           |            |            |      |          |
| MATERIAL: TYPE D PG 64-22 RAP        |           |          |                     |       |     |            |          |           |            |            |      |          |
| 06/30/21                             | 427275353 | 211840   | TYPE D PG 64-22 RAP | 12.09 | TON | 76.00      | 0.00     | 0.00      | 918.84     | 0.00       | 0.00 | 918.84   |
| 06/30/21                             | 427275387 | 211840   | TYPE D PG 64-22 RAP | 12.04 | TON | 76.00      | 0.00     | 0.00      | 915.04     | 0.00       | 0.00 | 915.04   |
| 06/30/21                             | 427275424 | 211840   | TYPE D PG 64-22 RAP | 10.10 | TON | 76.00      | 0.00     | 0.00      | 767.60     | 0.00       | 0.00 | 767.60   |
| Total : TYPE D PG 64-22 RAP          |           |          |                     | 34.23 |     |            | TON      |           | 2,601.48   | 0.00       | 0.00 | 2,601.48 |
| Total : Material TYPE D PG 64-22 RAP |           |          |                     | 34.23 |     |            |          |           | 2,601.48   | 0.00       | 0.00 | 2,601.48 |
| Total Invoice:                       |           |          |                     | 34.23 |     |            |          |           | 2,601.48   | 0.00       | 0.00 | 2,601.48 |

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Terms: Net 30.

Invoice Amount: 2,601.48

Amount Paid: \_\_\_\_\_

Customer Name: City of Jacksonville  
Customer No: 250758  
Invoice #: 200968243  
Date: 06/30/21  
Customer Job: Q668466 (Utility Cut)  
Due Date: 07/30/21

If you have any questions about your invoice please call 214-741-3531

Remit Payment To: Texas Materials Group, Inc.  
1320 Arrow Point Drive Suite 307  
DBA TexasBit a CRH Company  
Cedar Park, TX 78613

Please provide your email address below if you would like to start receiving your invoices via email



## *Jacksonville City Council*

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# AGENDA ITEM REPORT

|               |                                |              |                                                                      |
|---------------|--------------------------------|--------------|----------------------------------------------------------------------|
| AGENDA DATE:  | 9/14/2021                      | ITEM NUMBER: | 14.                                                                  |
| DEPARTMENT:   | Administration                 | PREPARED BY: | Greg Lowe, City Secretary                                            |
| INITIATED BY: | James Hubbard, CITY<br>MANAGER | EXHIBITS:    | Jacksonville - Downtown<br>Sidewalks - Modified Contract 8-<br>20-21 |

### EXECUTIVE SUMMARY:

The City of Jacksonville has been awarded a downtown revitalization grant through The Texas Department of Agriculture. During design it was determined additional lighting is required. The additional lighting will require additional engineering. This modification is for the additional engineering and it is a \$20,000 increase over the previous engineering contract.

### RECOMMENDED ACTION:

Make a motion approving modifications to the engineering contract for the downtown sidewalk grant.

### BID AND AWARD:

### BUDGET DATA:

N/A

### BUDGET JUSTIFICATION:

N/A

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

Downtown improvement and revitalization.

**LEGAL:**

Council approves all modifications to grant contracts.



## ENGINEERING/ARCHITECTURAL/SURVEYOR SERVICES

### PART I

#### MODIFIED (8-20-2021) AGREEMENT

THIS MODIFIED (8-20-2021) AGREEMENT, entered into this 20th day of August 2021, (to replace the MODIFIED Agreement Dated May 20, 2021) by and between the CITY OF Jacksonville, hereinafter called the "City"/"County", acting herein by James Hubbard hereunto duly authorized, and Schaumburg & Polk, Inc hereinafter called "Firm," acting herein by Jeremy Buechter.

#### WITNESSETH THAT:

WHEREAS, the City of Jacksonville desires to implement the following: Downtown Sidewalk Improvements under the general direction of the Texas Community Development Block Grant (hereinafter called "TxCDBG") Program administered by the Texas Department of Agriculture (TDA); and Whereas the City/County desires to engage Schaumburg & Polk, Inc. to render certain engineering/surveyor/architectural services in connection with the TxCDBG Project, Contract Number TCF# 7220072.

NOW THEREFORE, the parties do mutually agree as follows:

1. Scope of Services

The Firm will perform the services set out in Part II, Scope of Services.

2. Time of Performance - The services of the Firm shall commence on upon receipt of signed engineering contract. In any event, all of the services required and performed hereunder shall be completed no later than February 28, 2023.

3. Local Program Liaison - For purposes of this Agreement, the [e.g. City Manager/County \_\_\_\_\_] or equivalent authorized person will serve as the Local Program Liaison and primary point of contact for the Firm. All required progress reports and communication regarding the project shall be directed to this liaison and other local personnel as appropriate.

4. Access to Records - The U.S. Department of Housing and Urban Development (HUD), Inspectors General, the Comptroller General of the United States, the Texas Department of Agriculture (TDA), and the City/County, or any of their authorized representatives, shall have access to any documents, papers, or other records of the Firm which are pertinent to the TxCDBG award, in order to make audits, examinations, excerpts, and transcripts, and to closeout the City/County's TxCDBG contract with TDA.

5. Retention of Records - The Firm shall retain all required records for three years after the City/County makes its final payment and all pending matters are closed.

6. Compensation and Method of Payment - The maximum amount of compensation and reimbursement to be paid hereunder shall not exceed \$117,000 (replacing the modified amount of

\$97,000 from MODIFIED contract dated May 20, 2021). Payment to the Firm shall be based on satisfactory completion of identified milestones in Part III - Payment Schedule of this Agreement.

7. Indemnification – The Firm shall comply with the requirements of all applicable laws, rules and regulations, and shall exonerate, indemnify, and hold harmless the City/County and its agency members from and against any and all claims, costs, suits, and damages, including attorney's fees, arising out of the Firm's performance or nonperformance of the activities, services or subject matter called for in this Agreement, and shall assume full responsibility for payments of Federal, State and local taxes on contributions imposed or required under the Social Security, worker's compensation and income tax laws.

9. Miscellaneous Provisions

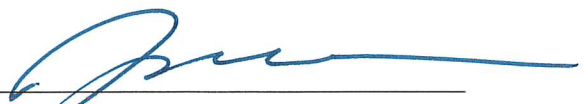
- a. This Agreement shall be construed under and accord with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Cherokee County, Texas.
- b. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Agreement.
- c. In any case one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
- d. If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which such party may be entitled.
- e. This Agreement may be amended by mutual agreement of the parties hereto and a writing to be attached to an incorporated into this Agreement.

10. Extent of Agreement

This Agreement, which includes Parts I-V, [*and if applicable*, including the following exhibits/attachments:   ] represents the entire and integrated agreement between the City/County and the Firm and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by authorized representatives of both City/County and the Firm.

IN WITNESSETH WHEREOF, the parties have executed this Agreement by causing the same to be signed on the day and year first above written.

BY: \_\_\_\_\_  
(Local City/County Official)  
\_\_\_\_\_  
(Printed Name)  
\_\_\_\_\_  
(Title)

BY:   
(Firm/Contractor's Authorized Representative)  
JEREMY BUECHTER  
(Printed Name)  
EX. VICE - PRESIDENT  
(Title)



## PART II

### SCOPE OF SERVICES

The Firm shall render the following professional services necessary for the development of the project:  
(Choose appropriate contracted services)

#### SCOPE OF SERVICES

1. Attend preliminary conferences with the City/County regarding the requirements of the project.
2. Determine necessity for acquisition of any additional real property/easements/right-of-ways (ROWs) for the TxCDBG project and, if applicable, furnish to the City/County:
  - a. Name and address of property owners;
  - b. Legal description of parcels to be acquired; and
  - c. Map showing entire tract with designation of part to be acquired.
3. Make any necessary surveys of existing rights-of-way, topography, utilities, or other field data required for proper design of the project. Provide consultation and advice as to the necessity of the City/County providing or obtaining other services such as auger borings, core borings, soil tests, or other subsurface explorations; laboratory testing and inspecting of samples or materials; other special consultations. The Firm will review any tests required and act as the City/County's representative in connection with any such services.
4. Prepare railroad/highway permits.
5. Prepare a preliminary engineering/architectural study and report on the project in sufficient detail to indicate clearly the problems involved and the alternate solutions available to the City/County, to include preliminary layouts, sketches and cost estimates for the project, and to set forth clearly the Firm's recommendations.
6. Furnish the City/County copies of the preliminary report, if applicable (additional copies will be furnished to the City/County at direct cost of reproduction).
7. Make periodic visits, no less than every 30 days during the construction period, to the construction site to observe the progress and quality of the work, to ensure that the work conforms with the approved plans and specifications, and to determine if the work is proceeding in accordance with the Agreement.
8. Furnish the City/County a written monthly status report at least seven (7) days prior to the regularly scheduled council/commissioner's court meeting until the project is closed by TDA. The format for this report is attached to this Agreement as Exhibit 1.
9. Submit detailed drawings and plans/specifications to appropriate regulatory agency(ies) and obtain clearance.
10. Prepare bid packet/contract documents/advertisement for bids. At the time the bid packet is completed, the Firm shall also furnish to the City/County an updated written Estimate of Probable Costs for the Project.
11. Make 10-day call to confirm prevailing wage decision.
12. Incorporate any and all wage rate modifications or supersedes via bid addendum (if applicable).
13. Conduct bid opening and prepare minutes.
14. Tabulate, analyze, and review bids for completeness and accuracy.
15. Accomplish construction contractor's eligibility verification through [www.SAM.gov](http://www.SAM.gov).
16. Conduct pre-construction conference and prepare copy of report/minutes.
17. Issue Notice to Proceed to construction contractor.
18. Provide in all proposed construction contracts deductive alternatives where feasible, so that should the lowest responsive base bid for construction exceed the funds available, deductive alternatives can be taken to reduce the bid price.

19. Design for access by persons with disabilities for those facilities to be used by the public in accordance with Public Law 504.
20. Use TDA-approved forms for instructions to bidders, general conditions, contract, bid bond, performance bond, and payment bond.
21. Consult with and advise the City/County during construction; issue to contractors all instructions requested by the City/County; and prepare routine change orders if required, at no charge for engineering services to the City/County when the change order is required to correct errors or omissions by the Firm; provide price analysis for change orders; process change orders approved by City/County and the Firm and submit to TDA for approval prior to execution with the construction contractor.
22. Review shop and working drawings furnished by contractors for compliance with design concept and with information given in contract documents (contractors will be responsible for dimensions to be confirmed and correlated at job site).
23. Resolve all payment requests within 14 days of receipt of signed pay request from the construction contractor.
24. Based on the Firm's on-site observations and review of the contractor's applications for payment, determine the amount owed to the contractor in such amounts; such approvals of payment to constitute a representation to the City/County, based on such observations and review, that the work has progressed to the point indicated and that the quality of work is in accordance with the plans, specifications and contract documents.
25. Recommend that a 10% retainage is withheld from all payments on construction contracts until final acceptance by the City/County and approval by TDA, unless State or local law provides otherwise.
26. Prepare Certificate of Construction Completion and Clean Lien Certificate. A Clean Lien Certificate may be prepared for each of the Prime Contractor(s) and each of the subcontractor(s).
27. Conduct interim/final inspections.
28. Revise contract drawings to show the work as actually constructed, and furnish the City/County with a set of "record drawings" plans.
29. The Firm will provide a copy of the final project record drawing(s) engineering schematic(s), as constructed using funds under this contract. These maps shall be provided in digital format containing the source map data (original vector data) and the graphic data in files on machine readable media, such as compact disc (CD), which are compatible with computer systems owned or readily available to the owner. The digital copy provided shall not include a digital representation of the engineer's seal but the accompanying documentation from the Firm shall include a signed statement of when the map was authorized, that the digital map is a true representation of the original sealed document, and that a printed version with the seal has been provided to the City/County. In addition, complete documentation as to the content and layout of the data files and the name of the software package(s) used to generate the data and maps shall be provided to the owner in written form.

## SUBCONTRACTS

1. No work under this Agreement shall be subcontracted by the Firm without prior approval, in writing, from the City/County.
2. The Firm shall, prior to proceeding with the work, notify the City/County in writing of the name of any subcontractors proposed for the work, including the extent and character of the work to be done by each.
3. If any time during progress of the work, the City/County determines that any subcontractor is incompetent or undesirable, the City/County will notify the Firm who shall take reasonable and immediate steps to satisfactorily cure the problem, substitute performance, or cancel such subcontract. Subletting by subcontractors shall be subject to the same regulations. Nothing

contained in this Agreement shall create any contractual relation between any subcontractor and the City/County.

4. The Firm will include in all contracts and subcontracts in excess of \$150,000 a provision which requires compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). The provisions shall require reporting of violations to TDA and to the Regional Office of the Environmental Protection Agency (EPA).
5. The Firm will include in all contracts and subcontracts in excess of \$150,000 provisions or conditions which will allow for administrative, contractual or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate.
6. The Firm will include in all contracts and subcontracts in excess of \$10,000 provisions addressing termination for cause and for convenience by the City/County including the manner by which it will be effected and the basis for settlement..
7. The Firm will include in all contracts and subcontracts provisions requiring compliance with the following, if applicable:
  - a. Prime construction contracts in excess of \$2,000, compliance with the Davis-Bacon Act, as amended (40 U.S.C.3141-3144, 3146-3148) as supplemented by Department of Labor regulations (29 CFR part 5);
  - b. Prime construction contracts in excess of \$2,000, compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR part 3)
  - c. Contracts greater than \$10,000, the inclusion of the Equal Opportunity clause provided under 41 CFR 60-1.4(b) (Executive Order 11246);
  - d. Section 3 of the Housing and Urban Development Act of 1968;
  - e. Contracts exceeding \$100,000, compliance with the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352);
  - f. For contracts in excess of \$100,000 that involve the employment of mechanics or laborers, compliance with the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708), including work week requirements and safety conditions for workers, as supplemented by Department of Labor regulations (29 CFR Part 5); and
8. The Firm will include in all negotiated contracts and subcontracts a provision which indicates that funds will not be awarded under this contract to any party which is debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549 and 2 CFR Part 2424. A certification shall be provided and received from each proposed subcontractor under this contract and its principals.
9. The Firm will include in all negotiated contracts and subcontracts a provision to the effect that the City/County, TDA, the Texas Comptroller of Public Accounts, the Comptroller General of the United States, the U.S. Department of Housing and Urban Development (HUD), or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the contractor which are directly pertinent to that specific contract, for the purpose of making audit, examination, excerpts, and transcriptions.
10. The Firm will include in all contracts and subcontracts a requirement that the contractor maintain all relevant project records for three (3) years after the City/County has made final payment to the contractor and all other pending matters are closed.

## STANDARD OF PERFORMANCE AND DEFICIENCIES

1. All services of the Firm and its independent professional associates, consultants and subcontractors will be performed in a professional, reasonable and prudent manner in



accordance with generally accepted professional practice. The Firm represents that it has the required skills and capacity to perform work and services to be provided under this Agreement.

2. The Firm represents that services provided under this Agreement shall be performed within the limits prescribed by the City/County in a manner consistent with that level of care and skill ordinarily exercised by other professional consultants under similar circumstances.
  3. Any deficiency in Firm's work and services performed under this contract shall be subject to the provisions of applicable state and federal law. Any deficiency discovered shall be corrected upon notice from City/County and at the Firm's expense if the deficiency is due to Firm's negligence. The City/County shall notify the Firm in writing of any such deficiency and provide an opportunity for mutual investigation and resolution of the problem prior to pursuit of any judicial remedy. In any case, this provision shall in no way limit the judicial remedies available to the City/County under applicable state or federal law.
  4. The Firm agrees to and shall hold harmless the City/County, its officers, employees, and agents from all claims and liability of whatsoever kind or character due to or arising solely out of the negligent acts or omissions of the Firm, its officers, agents, employees, subcontractors, and others acting for or under the direction of the Firm doing the work herein contracted for or by or in consequence of any negligence in the performance of this Agreement, or by or on account of any omission in the performance of this Agreement.
-

**PART III –  
PAYMENT SCHEDULE**

City/County shall reimburse the Firm for professional services provided upon completion of the following project milestones per the following percentages of the maximum contract amount:

| <b>Milestone</b>                                                                       | <b>% of<br/>Contract<br/>Fee</b> |
|----------------------------------------------------------------------------------------|----------------------------------|
| • Approval of Preliminary Engineering Plans and Specifications by City/County.         | 25%                              |
| • Approval of Plans and Specifications by Regulatory Agency(ies).                      | 25%                              |
| • Completion of bid advertisement and contract award.                                  | 20%                              |
| • Completion of construction staking.                                                  | 20%                              |
| • Completion of Final Closeout Assessment and submittal of “As Builts” to City/County. | 5%                               |
| • Completion of final inspection and acceptance by the City/County.                    | 5%                               |
| <b>Total</b>                                                                           | <b>100%</b>                      |

## PART IV

### TERMS AND CONDITIONS

1. Termination of Agreement for Cause. If the Firm fails to fulfill in a timely and proper manner its obligations under this Agreement, or if the Firm violates any of the covenants, conditions, agreements, or stipulations of this Agreement, the City/County shall have the right to terminate this Agreement by giving written notice to the Firm of such termination and specifying the effective date thereof, which shall be at least five days before the effective date of such termination. In the event of termination for cause, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the Firm pursuant to this Agreement shall, at the option of the City/County, be turned over to the City / County and become the property of the City / County. In the event of termination for cause, the Firm shall be entitled to receive reasonable compensation for any necessary services actually and satisfactorily performed prior to the date of termination.

Notwithstanding the above, the Firm shall not be relieved of liability to the City/County for damages sustained by the City/County by virtue of any breach of the Agreement by the Firm, and the City/County may set-off the damages it incurred as a result of the Firm's breach of the contract from any amounts it might otherwise owe the Firm.

2. Termination for Convenience of the City/County.

City/County may at any time and for any reason terminate Contractor's services and work at City/County's convenience upon providing written notice to the Contractor specifying the extent of termination and the effective date. Upon receipt of such notice, Contractor shall, unless the notice directs otherwise, immediately discontinue the work and placing of orders for materials, facilities and supplies in connection with the performance of this Agreement.

[Parties should include the manner by which such termination will be effected and the basis for settlement or any other terms and conditions concerning payment upon such termination.]

3. Changes. The City/County may, from time to time, request changes in the services the Firm will perform under this Agreement. Such changes, including any increase or decrease in the amount of the Firm's compensation, must be agreed to by all parties and finalized through a signed, written amendment to this Agreement.
4. Resolution of Program Non-Compliance and Disallowed Costs. In the event of any dispute, claim, question, or disagreement arising from or relating to this Agreement, or the breach thereof, including determination of responsibility for any costs disallowed as a result of non-compliance with federal, state or TxCDBG program requirements, the parties hereto shall use their best efforts to settle the dispute, claim, question or disagreement. To this effect, the parties shall consult and negotiate with each other in good faith within 30 days of receipt of a written notice of the dispute or invitation to negotiate, and attempt to reach a just and equitable solution satisfactory to both parties. If the matter is not resolved by negotiation within 30 days of receipt of written notice or invitation to negotiate, the parties agree first to try in good faith to settle the matter by mediation administered by the American Arbitration Association under its Commercial Mediation Procedures before resorting to arbitration, litigation, or some other dispute resolution procedure. The parties may enter into a written amendment to this Amendment and choose a mediator that is not affiliated with the American Arbitration Association. The parties shall bear the costs of such mediation equally. *[This section may also provide for the qualifications of the mediator(s), the locale of meetings, time limits, or any other item of concern to the parties.]* If the matter is not resolved through such mediation within 60 days of the initiation of that procedure, either party may proceed to file suit.



5. Personnel.

- a. The Firm represents that he/she/it has, or will secure at its own expense, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the City/County.
- b. All of the services required hereunder will be performed by the Firm or under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and Local law to perform such services.
- c. None of the work or services covered by this Agreement shall be subcontracted without the prior written approval of the City/County. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Agreement.

6. Assignability. The Firm shall not assign any interest on this Agreement, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the City/County thereto; Provided, however, that claims for money by the Firm from the City/County under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the City/County.

7. Reports and Information. The Firm, at such times and in such forms as the City/County may require, shall furnish the City/County such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Agreement, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Agreement.

8. Records and Audits. The Firm shall insure that the City/County maintains fiscal records and supporting documentation for all expenditures of funds made under this contract in a manner that conforms to 2 CFR 200.300-.309, 24 CFR 570.490, and this Agreement. Such records must include data on the racial, ethnic, and gender characteristics of persons who are applicants for, participants in, or beneficiaries of the funds provided under this Agreement. The Firm and the City/County shall retain such records, and any supporting documentation, for the greater of three years from closeout of the Agreement or the period required by other applicable laws and regulations.

9. Findings Confidential. All of the reports, information, data, etc., prepared or assembled by the Firm under this contract are confidential and the Firm agrees that they shall not be made available to any individual or organization without the prior written approval of the City/County.

10. Copyright. No report, maps, or other documents produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of the Firm.

11. Compliance with Local Laws. The Firm shall comply with all applicable laws, ordinances and codes of the State and local governments, and the Firm shall save the City/County harmless with respect to any damages arising from any tort done in performing any of the work embraced by this Agreement.

12. Conflicts of interest.

- a. Governing Body. No member of the governing body of the City/County and no other officer, employee, or agent of the City/County, who exercises any functions or responsibilities in

connection with administration, construction, engineering, or implementation of TxCDBG award between TDA and the City / County, shall have any personal financial interest, direct or indirect, in the Firm or this Agreement; and the Firm shall take appropriate steps to assure compliance.

- b. Other Local Public Officials. No other public official, who exercises any functions or responsibilities in connection with the planning and carrying out of administration, construction, engineering or implementation of the TxCDBG award between TDA and the City/County, shall have any personal financial interest, direct or indirect, in the Firm or this Agreement; and the Firm shall take appropriate steps to assure compliance.
  - a. The Firm and Employees. The Firm warrants and represents that it has no conflict of interest associated with the TxCDBG award between TDA and the City/County or this Agreement. The Firm further warrants and represents that it shall not acquire an interest, direct or indirect, in any geographic area that may benefit from the TxCDBG award between TDA and the City/County or in any business, entity, organization or person that may benefit from the award. The Firm further agrees that it will not employ an individual with a conflict of interest as described herein.
13. Debarment and Suspension (Executive Orders 12549 and 12689)  
The Firm certifies, by entering into this Agreement, that neither it nor its principals are presently debarred, suspended, or otherwise excluded from or ineligible for participation in federally-assisted programs under Executive Orders 12549 (1986) and 12689 (1989). The term "principal" for purposes of this Agreement is defined as an officer, director, owner, partner, key employee, or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Firm. The Firm understands that it must not make any award or permit any award (or contract) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension."

### **Federal Civil Rights Compliance.**

14. Equal Opportunity Clause (applicable to federally assisted construction contracts and subcontracts over \$10,000).

During the performance of this contract, the Firm agrees as follows:

- a. The Firm will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Firm will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. 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 Firm agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- b. The Firm will, in all solicitations or advertisements for employees placed by or on behalf of the Firm, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

- c. The Firm will not discourage or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
  - d. The Firm will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Firm's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
  - e. The Firm will comply with all provisions of Executive Order 11246 of September 24, 1965, "Equal Employment Opportunity," and of the rules, regulations, and relevant orders of the Secretary of Labor.
  - f. The Firm will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
  - g. In the event of the Firm's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Firm may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
  - h. The Firm will include the portion of the sentence immediately preceding paragraph (a) and the provisions of paragraphs (a) through (h) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Firm will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a Firm becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Firm may request the United States to enter into such litigation to protect the interests of the United States.
15. Civil Rights Act of 1964. Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, religion, sex, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.



16. Section 109 of the Housing and Community Development Act of 1974. The Firm shall comply with the provisions of Section 109 of the Housing and Community Development Act of 1974. No person in the United States shall on the ground of race, color, national origin, religion, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.
17. Section 504 of the Rehabilitation Act of 1973, as amended. The Firm agrees that no otherwise qualified individual with disabilities shall, solely by reason of his/her disability, be denied the benefits of, or be subjected to discrimination, including discrimination in employment, under any program or activity receiving federal financial assistance.
18. Age Discrimination Act of 1975. The Firm shall comply with the Age Discrimination Act of 1975 which provides that no person in the United States shall on the basis of age be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.
19. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) (if contract greater than or equal to \$100,000) The Firm certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining this contract. The Firm shall disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

*[If this Contract is greater than \$100,000, include the following Section 3 language:]*

20. Economic Opportunities for Section 3 Residents and Section 3 Business Concerns.

- a. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- b. The parties to this Agreement agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this Agreement certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
- c. The Firm agrees to send to each labor organization or representative of workers with which the Firm has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the Firm's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- d. The Firm agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an

applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The Firm will not subcontract with any subcontractor where the Firm has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

e. The Firm will certify that any vacant employment positions, including training positions, that are filled (1) after the Firm is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the Firm's obligations under 24 CFR part 135.

f. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this Agreement for default, and debarment or suspension from future HUD assisted contracts.

g. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this Agreement. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).



## *Jacksonville City Council*

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# AGENDA ITEM REPORT

|               |                           |              |                           |
|---------------|---------------------------|--------------|---------------------------|
| AGENDA DATE:  | 9/14/2021                 | ITEM NUMBER: | 15.                       |
| DEPARTMENT:   | Police                    | PREPARED BY: | Greg Lowe, City Secretary |
| INITIATED BY: | Greg Lowe, City Secretary | EXHIBITS:    | Resolution Opioids        |

### EXECUTIVE SUMMARY:

The City of Jacksonville obtained information indicating that certain drug companies and their corporate affiliates, parents, subsidiaries, and such other defendants as may be added to the litigation ( collectively, "Defendants") have engaged in fraudulent and/or reckless marketing and/ distribution of opioids that have resulted in addictions and overdoses. On May 13, 2020, the State of Texas, through the Office of the Attorney General, and a negotiation group for Texas political subdivisions entered into an Agreement entitled Texas Opioid Abatement Fund Council and Settlement Allocation Term Sheet approving the allocation of any and all opioid settlement funds within the State of Texas. The Texas Term Sheet. Special Counsel and the State of Texas have recommended that the Jacksonville City Council support the adoption and approval the Texas Term Sheet in its entirety.

### RECOMMENDED ACTION:

Make a motion approving the resolution

### BID AND AWARD:

N/A

### BUDGET DATA:

N/A

### BUDGET JUSTIFICATION:

N/A



**BACKGROUND:**

The Texas AG has gained a settlement of approximately \$28 billion from various pharmaceutical manufacturers that produced opioid products. The state has encouraged cities to engage in this settlement process. If the city joins in the settlement, proceeds will be distributed to the cities based upon the opioid-specific data for each city. The city of Jacksonville has been notified that their identified amount is approximately \$130,000 to be utilized for opioid treatment, education or enforcement. Further, if the city joins the settlement, there will be opportunities to apply for allocations or grants for further funding of projects with direct ties to an opioid nexus. Joining this settlement precludes the city from filing suit against any of the manufacturers that have agreed to the negotiated settlement.

**POLICY/GOAL CONSIDERATION:**

Provide safe communities and wellness of citizens

**LEGAL:**

Counsel wrote the resolution.

## **RESOLUTION**

### **A RESOLUTION OF THE CITY OF JACKSONVILLE SUPPORTING AND ADOPTING THE ALLOCATION METHOD FOR OPIOID SETTLEMENT PROCEEDS AS SET FORTH IN THE STATE OF TEXAS AND TEXAS POLITICAL SUBDIVISIONS' OPIOID ABATEMENT FUND COUNCIL AND SETTLEMENT ALLOCATION TERM SHEET.**

**WHEREAS**, the City of Jacksonville obtained information indicating that certain drug companies and their corporate affiliates, parents, subsidiaries, and such other defendants as may be added to the litigation (collectively, "Defendants") have engaged in fraudulent and/or reckless marketing and/or distribution of opioids that have resulted in addictions and overdoses; and

**WHEREAS**, these actions, conduct and misconduct have resulted in significant financial costs to the City; and

**WHEREAS**, on May 13, 2020, the State of Texas, through the Office of the Attorney General, and a negotiation group for Texas political subdivisions entered into an Agreement entitled Texas Opioid Abatement Fund Council and Settlement Allocation Term Sheet (hereafter, the Texas Term Sheet) approving the allocation of any and all opioid settlement funds within the State of Texas. The Texas Term Sheet is attached hereto as Exhibit "A"; and

**WHEREAS**, Special Counsel and the State of Texas have recommended that the Jacksonville City Council support the adoption and approval the Texas Term Sheet in its entirety.

**NOW, THEREFORE, BE IT RESOLVED** that we, the City Council of the City of Jacksonville:

1. Support the adoption and approval the Texas Term Sheet in its entirety; and

2. Finds as follows:

a. There is a substantial need for repayment of opioid-related expenditures and payment to abate opioid-related harms in and about the City of Jacksonville; and

b. The City Council supports in its entirety and hereby adopts the allocation method for opioid settlement proceeds as set forth in the STATE OF TEXAS AND TEXAS POLITICAL SUBDIVISIONS' OPIOID ABATEMENT FUND COUNCIL AND SETTLEMENT ALLOCATION TERM SHEET, attached hereto as Exhibit A. The Jacksonville City Council understands that the purpose of this Texas Term Sheet is to permit collaboration between the State of Texas and Political Subdivisions to explore and potentially effectuate resolution of the Opioid Litigation against Pharmaceutical Supply Chain Participants as defined therein. We also understand that an additional purpose is to create an effective means of distributing any potential settlement funds obtained under this Texas Term Sheet between the State of Texas and Political Subdivisions in a manner and means that would promote an effective and meaningful use of the funds in abating the opioid epidemic in this City and throughout Texas.

c. The City Manager, in consultation with the City Attorney, is hereby authorized and directed to take any and all actions necessary to comply with the provisions of this Resolution in carrying out any settlement, whether or not expressly authorized herein.

**DULY RESOLVED** by the City Council of the City of Jacksonville, Texas, on the \_\_\_\_\_ day of \_\_\_\_\_, 2021.

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Randy Gorham, Mayor



ATTEST:

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Greg Lowe, City Secretary

APPROVED AS TO FORM:

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D. Brett Brewer, City Attorney

**TEXAS OPIOID ABATEMENT FUND COUNCIL AND  
SETTLEMENT ALLOCATION TERM SHEET**

**WHEREAS**, the people of the State of Texas and its communities have been harmed through the National and Statewide epidemic caused by licit and illicit opioid use and distribution within the State of Texas; and now,

**WHEREAS**, the State of Texas, through its elected representatives and counsel, including the Honorable Ken Paxton, Attorney General of the State of Texas, and certain Political Subdivisions, through their elected representatives and counsel, are separately engaged in litigation seeking to hold those entities in the supply chain accountable for the damage caused; and now,

**WHEREAS**, the State of Texas, through its Attorney General and its Political Subdivisions, share a common desire to abate and alleviate the impacts of the epidemic throughout the State of Texas; and now,

**THEREFORE**, the State of Texas and its Political Subdivisions, subject to completing formal documents effectuating the Parties' agreements, enter into this State of Texas and Texas Political Subdivisions' Opioid Abatement Fund Council and Settlement Allocation Term Sheet (Texas Term Sheet) relating to the allocation and use of the proceeds of any Settlements as described.

**A. Definitions**

As used in this Texas Term Sheet:

1. “The State” shall mean the State of Texas acting through its Attorney General.
2. “Political Subdivision(s)” shall mean any Texas municipality and county.
3. “The Parties” shall mean the State of Texas, the Political Subdivisions, and the Plaintiffs’ Steering Committee and Liaison Counsel (PSC) in the Texas Opioid MDL, *In Re: Texas Opioid Litigation*, MDL No. 2018-63587, in the 152d District Court of Harris County, Texas.
4. “Litigating Political Subdivision” means a Political Subdivision that filed suit in the state courts of the State of Texas prior to the Execution Date of this Agreement, whether or not such case was transferred to Texas Opioid MDL, or removed to federal court.
5. “National Fund” shall mean any national fund established for the benefit of the Texas Political Subdivisions. In no event shall any National Fund be used to create federal jurisdiction, equitable or otherwise, over the Texas Political Subdivisions or those similarly situated state-court litigants who are included in the state coalition, nor shall the National Fund require participating in a class action or signing a participation agreement as part of the criteria for participating in the National Fund.
6. “Negotiating Committee” shall mean a three-member group comprising four representatives for each of (1) the State; (2) the PSC; and (3) Texas’



Political Subdivisions (collectively, “Members”). The State shall be represented by the Texas Attorney General or his designees. The PSC shall be represented by attorneys Mikal Watts, Jeffrey Simon, Dara Hegar, Dan Downey, or their designees. Texas’ Political Subdivisions shall be represented by Clay Jenkins (Dallas County Judge), Terrence O’Rourke (Special Assistant County Attorney, Harris County), Nelson Wolff (Bexar County Judge), and Nathaniel Moran (Smith County Judge) or their designees.

7. “Settlement” shall mean the negotiated resolution of legal or equitable claims against a Pharmaceutical Supply Chain Participant that includes the State and Political Subdivisions.
8. “Opioid Funds” shall mean monetary amounts obtained through a Settlement as defined in this Texas Term Sheet.
8. “Approved Purpose(s)” shall mean those uses identified in Exhibit A hereto.
9. “Pharmaceutical Supply Chain” shall mean the process and channels through which opioids or opioids products are manufactured, marketed, promoted, distributed, or dispensed.

10. “Pharmaceutical Supply Chain Participant” shall mean any entity that engages in or has engaged in the manufacture, marketing, promotion, distribution, or dispensing of an opioid analgesic.

11. “Texas Opioid Council” shall mean the Council described in Exhibit A hereto, which has the purpose of ensuring the funds recovered by Texas (through the joint actions of the Attorney General and the Texas Political Subdivisions) are allocated fairly and spent to remediate the opioid crisis in Texas, using efficient and cost-effective methods that are directed to the hardest hit regions in Texas while also ensuring that all Texans benefit from prevention and recovery efforts.

#### **B. Allocation of Settlement Proceeds**

1. All Opioid Funds distributed in Texas shall be divided with 15% going to Political Subdivisions (“Subdivision Share”), 70% to the Texas Opioid Abatement Fund through the Texas Opioid Council (Texas Abatement Fund Share) identified and described on Exhibits A and C hereto, and 15% to the Office of the Texas Attorney General as Counsel for the State of Texas (“State Share”). Out of the Texas Opioid Abatement Fund, reasonable expenses up to 1% shall be paid to the Texas Comptroller for the administration of the Texas Opioid Council pursuant to the Opioid

Abatement Fund (Texas Settlement) Opioid Council Agreement, Exhibit A hereto.

2. The Subdivisions Share shall be allocated in accordance with the division of proceeds on Exhibit B hereto.
3. The Texas Abatement Fund Share shall be allocated to the Opioid Council to be apportioned in accordance with the guidelines of Exhibit A, and Exhibit C hereto.
4. In the event a Subdivision merges, dissolves, or ceases to exist, the allocation percentage for that Subdivision shall be redistributed as directed by the settlement document, and if not specified, equitably based on the composition of the successor Subdivision. If a Subdivision for any reason is excluded from a specific settlement, the allocation percentage for that Subdivision shall be redistributed as directed by the settlement document, and if not specified, equitably among the participating Subdivisions.
5. Funds obtained from parties unrelated to the Litigation, via grant, bequest, gift or the like, separate and distinct from the Litigation, may be directed to the Texas Opioid Council and disbursed as set forth below.
6. The Subdivision share shall be initially deposited and paid in cash directly to the Subdivision under the authority and guidance of the Texas MDL Court, who shall direct any Settlement funds to be held in trust in a



segregated account to benefit the Subdivisions and to be promptly distributed as set forth herein and in accordance with Exhibit B.

7. Nothing in this Texas Term Sheet should alter or change any Subdivision's rights to pursue its own claim. Rather, the intent of this Texas Term Sheet is to join all parties to disburse settlement proceeds from one or more defendants to all parties participating in that settlement within Texas.
8. Opioid Funds from the Texas Abatement Fund Share shall be directed to the Texas Opioid Council and used in accordance with the guidelines as set out on Exhibit A hereto, and the Texas Abatement Fund Share shall be distributed to the Texas Opioid Council under the authority and guidance of the Texas MDL Court, consistent with Exhibits A and C, and the by-laws of the Texas Opioid Council documents and disbursed as set forth therein, including without limitation all abatement funds and the 1% holdback for expenses.
9. The State of Texas and the Political Subdivisions understand and acknowledge that additional steps may need to be undertaken to assist the Texas Opioid Council in its mission, at a predictable level of funding, regardless of external factors.

### **C. Payment of Counsel and Litigation Expenses**

1. Any Master Settlement Agreement settlement will govern the payment of fees and litigation expenses to the Parties. The Parties agree to direct control of any Texas Political Subdivision fees and expenses to the “Texas Opioid Fee and Expense Fund,” which shall be allocated and distributed by the Texas MDL Court, *In re: Texas Opioid Litigation*, MDL No. 2018-63587, in the 152nd District Court of Harris County, Texas, and with the intent to compensate all counsel for Texas Political Subdivisions who have not chosen to otherwise seek compensation for fees and expenses from any federal MDL common benefit fund.
2. The Parties agree that no portion of the State of Texas 15% allocation share from any settlement shall be administered through the National Fund, the Texas MDL Court, or Texas Opioid Fee and Expense Fund, but shall be directed for payment to the State of Texas by the State of Texas.
3. The State of Texas and the Texas Political Subdivisions, and their respective attorneys, agree that all fees – whether contingent, hourly, fixed or otherwise – owed by the Texas Political Subdivisions shall be paid out of the National Fund or as otherwise provided for herein to the Texas Opioid Fee and Expense Fund to be distributed by the 152nd

District Court of Harris County, Texas pursuant to its past and future orders.

4. From any opioid-related settlements with McKesson, Cardinal Health, ABDC, and Johnson & Johnson, and for any future opioid-related settlements negotiated, in whole or in part, by the Negotiating Committee with any other Pharmaceutical Supply Chain Participant, the funds to be deposited in the Texas Opioid Fee and Expense Fund shall be 9.3925% of the combined Texas Political Subdivision and Texas Abatement Fund portions of each payment (annual or otherwise) to the State of Texas for that settlement, plus expenses from the National Fund, and shall be sought by Texas Political Subdivision Counsel initially through the National Fund. The Texas Political Subdivisions' percentage share of fees and expenses from the National Fund shall be directed to the Texas Opioid Fee and Expense Fund in the Texas MDL, as soon as is practical, for allocation and distribution in accordance with the guidelines herein.
5. If the National Fund share to the Texas Political Subdivisions is insufficient to cover the guaranteed 9.3925%, plus expenses from the National Fund, per subsection 4, immediately *supra*, or if payment from the National Fund is not received within 12 months after the date the



first payment is made by the Defendants pursuant to the settlement, then the Texas Political Subdivisions shall recover up to 12.5% of the Texas Political Subdivision Share to make up any difference.

6. If the National Fund and the Texas Political Subdivision share are insufficient to cover the guaranteed 9.3925%, plus expenses from the National Fund, or if payment from the National Fund is not received within 12 months after the date the first payment is made by the Defendants pursuant to the settlement, then the Texas Political Subdivisions shall recover up to 8.75% of the Abatement Fund Share to make up any difference. In no event shall the Texas Political Subdivision share exceed 9.3925% of the combined Texas Political Subdivision and Texas Abatement Fund portions of any settlement, plus expenses from the National Fund. In the event that any payment is received from the National Fund such that the total amount in fees and expenses exceeds 9.3925%, the Texas Political Subdivisions shall return any amounts received greater than 9.3925% of the combined Texas Political Subdivision and Texas Abatement Fund portions to those respective Funds.

7. For each settlement utilizing a National Fund, the Texas Political Subdivisions need only make one attempt at seeking fees and expenses there.
8. The total amount of the Texas Opioid Fee and Expense Fund shall be reduced proportionally, according to the agreed upon allocation of the Texas Subdivision Fund, for any Texas litigating Political Subdivision that (1) fails to enter the settlement; and (2) was filed in Texas state court, and was transferred to the Texas MDL (or removed before or during transfer to the Texas MDL) as of the execution date of this Agreement.

#### **D. The Texas Opioid Council and Texas Abatement Fund**

The Texas Opioid Council and Texas Abatement Fund is described in detail at Exhibit A, incorporated herein by reference.

#### **E. Settlement Negotiations**

1. The State and Negotiating Committee agree to inform each other in advance of any negotiations relating to a Texas-only settlement with a Pharmaceutical Supply Chain Participant that includes both the State and its Political Subdivisions and shall provide each other the opportunity to participate in all such negotiations. Any Texas-only Settlement agreed to with the State and Negotiating Committee shall be subject to the approval

of a majority of litigating Political Subdivisions. The Parties further agree to keep each other reasonably informed of all other global settlement negotiations with Pharmaceutical Supply Chain Participants and to include the Negotiating Committee or designees. Neither this provision, nor any other, shall be construed to state or imply that either the State or the Negotiating Committee is unauthorized to engage in settlement negotiations with Pharmaceutical Supply Chain Participants without prior consent or contemporaneous participation of the other, or that either party is entitled to participate as an active or direct participant in settlement negotiations with the other. Rather, while the State's and Negotiation Committee's efforts to achieve worthwhile settlements are to be collaborative, incremental stages need not be so.

2. Any Master Settlement Agreement (MSA) shall be subject to the approval and jurisdiction of the Texas MDL Court.
3. As this is a Texas-specific effort, the Committee shall be Chaired by the Attorney General. However, the Attorney General, or his designees, shall endeavor to coordinate any publicity or other efforts to speak publicly with the other Committee Members.
4. The State of Texas, the Texas MDL Plaintiff's Steering Committee representatives, or the Political Subdivision representatives may withdraw



from coordinated Settlement discussions detailed in this Section upon 10 business days' written notice to the remaining Committee Members and counsel for any affected Pharmaceutical Supply Chain Participant. The withdrawal of any Member releases the remaining Committee Members from the restrictions and obligations in this Section.

5. The obligations in this Section shall not affect any Party's right to proceed with trial or, within 30 days of the date upon which a trial involving that Party's claims against a specific Pharmaceutical Supply Chain Participant is scheduled to begin, reach a case specific resolution with that particular Pharmaceutical Supply Chain Participant.

#### **F. Amendments**

The Parties agree to make such amendments as necessary to implement the intent of this agreement.

#### **Acknowledgment of Agreement**

We, the undersigned, have participated in the drafting of the above Texas Term Sheet, including consideration based on comments solicited from Political Subdivisions. This document has been collaboratively drafted to maintain all individual claims while allowing the State and its Political Subdivisions to cooperate in exploring all possible means of resolution. Nothing in this agreement binds any party to any specific outcome. Any resolution under this document will require

acceptance by the State of Texas and a majority of the Litigating Political Subdivisions.

We, the undersigned, hereby accept the STATE OF TEXAS AND TEXAS POLITICAL SUBDIVISIONS' OPIOID ABATEMENT FUND COUNCIL AND SETTLEMENT ALLOCATION TERM SHEET. We understand that the purpose of this Texas Term Sheet is to permit collaboration between the State of Texas and Political Subdivisions to explore and potentially effectuate earlier resolution of the Opioid Litigation against Pharmaceutical Supply Chain Participants. We also understand that an additional purpose is to create an effective means of distributing any potential settlement funds obtained under this Texas Term Sheet between the State of Texas and Political Subdivisions in a manner and means that would promote an effective and meaningful use of the funds in abating the opioid epidemic throughout Texas.

Executed this 13 day of May, 2020.

FOR THE STATE OF TEXAS:

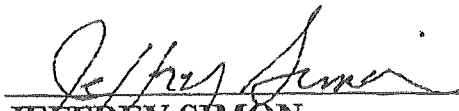


KENNETH PAXTON, JR.  
ATTORNEY GENERAL

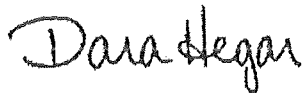
FOR THE SUBDIVISIONS  
AND TEXAS MDL PSC:



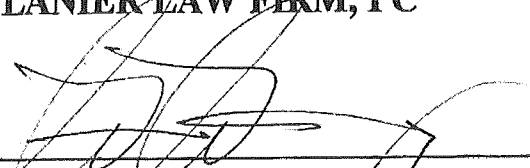
MIKAL WATTS  
WATTS GUERRA LLP



JEFFREY SIMON  
SIMON GREENSTONE PANATIER, PC



DARA HEGAR  
LANIER LAW FIRM, PC



DAN DOWNEY  
DAN DOWNEY, PC

:sas



# EXHIBIT A

## **Opioid Abatement Fund (Texas) Settlement**

### **Opioid Council**

As part of the settlement agreement and upon its execution, the parties will form the Texas Opioid Council (Council) to establish the framework that ensures the funds recovered by Texas (through the joint actions of the Attorney General and the state's political subdivisions) are allocated fairly and spent to remediate the opioid crisis in Texas, using efficient and cost-effective methods that are directed to the hardest hit regions in Texas while also ensuring that all Texans benefit from prevention and recovery efforts.

#### **I. Structure**

The Council will be responsible for the processes and procedures governing the spending of the funds held in the Texas Abatement Fund, which will be approximately 70% of all funds obtained through settlement and/or litigation of the claims asserted by the State and its subdivisions in the investigations and litigation related to the manufacturing, marketing, distribution, and sale of opioids and related pharmaceuticals.

Money paid into the abatement fund will be held by an independent administrator, who shall be responsible for the ministerial task of releasing funds solely as authorized below by the Council, and accounting for all payments to and from the fund.

The Council will be formed when a court of competent jurisdiction enters an order settling the matter, including any order of a bankruptcy court. The Council's members must be appointed within sixty (60) days of the date the order is entered.

#### **A. Membership**

The Council shall be comprised of the following thirteen (13) members:

##### *1. Statewide Members.*

Six members appointed by the Governor and Attorney General to represent the State's interest in opioid abatement. The statewide members are appointed as follows:

- a. The Governor shall appoint three (3) members who are licensed health professionals with significant experience in opioid interventions;
- b. The Attorney General shall appoint three (3) members who are licensed professionals with significant experience in opioid incidences; and
- c. The Governor will appoint the Chair of the Council as a non-voting member. The Chair may only cast a vote in the event there is a tie of the membership.

##### *2. Regional Members.*

Six (6) members appointed by the State's political subdivisions to represent their designated Texas Health and Human Services Commission "HHSC" Regional Healthcare

Partnership (Regions) to ensure dedicated regional, urban, and rural representation on the Council. The regional appointees must be from either academia or the medical profession with significant experience in opioid interventions. The regional members are appointed as follows:

- a. One member representing Regions 9 and 10 (Dallas Ft-Worth);
- b. One member representing Region 3 (Houston);
- c. One member representing Regions 11, 12, 13, 14, 15, 19 (West Texas);
- d. One member representing Regions 6, 7, 8, 16 (Austin-San Antonio);
- e. One member representing Regions 1, 2, 17, 18 (East Texas); and
- f. One member representing Regions 4, 5, 20 (South Texas).

## B. Terms

All members of the Council are appointed to serve staggered two-year terms, with the terms of members expiring February 1 of each year. A member may serve no more than two consecutive terms, for a total of four consecutive years. For the first term, four (4) members (two (2) statewide and two (2) for the subdivisions) will serve a three-year term. A vacancy on the Council shall be filled for the unexpired term in the same manner as the original appointment. The Governor will appoint the Chair of the Council who will not vote on Council business unless there is a tie vote, and the subdivisions will appoint a Vice-Chair voting member from one of the regional members.

## C. Governance

### 1. *Administration*

The Council is attached administratively to the Comptroller. The Council is an independent, quasi-governmental agency because it is responsible for the statewide distribution of the abatement settlement funds. The Council is exempt from the following statutes:

- a. Chapter 316 of the Government Code (Appropriations);
- b. Chapter 322 of the Government Code (Legislative Budget Board);
- c. Chapter 325 of the Government Code (Sunset);
- d. Chapter 783 of the Government Code (Uniform Grants and Contract Management);
- e. Chapter 2001 of the Government Code (Administrative Procedure);
- f. Chapter 2052 of the Government Code (State Agency Reports and Publications);
- g. Chapter 2261 of the Government Code (State Contracting Standards and Oversight);
- h. Chapter 2262 of the Government Code (Statewide Contract Management);



- i. Chapter 262 of the Local Government Code (Purchasing and Contracting Authority of Counties); and
- j. Chapter 271 of the Local Government Code (Purchasing and Contracting Authority of Municipalities, Counties, and Certain Other Local Governments).

## *2. Transparency*

The Council will abide by state laws relating to open meetings and public information, including Chapters 551 and 552 of the Texas Government Code.

- i. The Council shall hold at least four regular meetings each year. The Council may hold additional meetings on the request of the Chair or on the written request of three members of the council. All meetings shall be open to the public, and public notice of meetings shall be given as required by state law.
- ii. The Council may convene in a closed, non-public meeting:
  - a. If the Commission must discuss:
    - 1. Negotiation of contract awards; and
    - 2. Matters specifically exempted from disclosure by federal and state statutes.
  - b. All minutes and documents of a closed meeting shall remain under seal, subject to release only order of a court of competent jurisdiction.

## *3. Authority*

The Council does not have rulemaking authority. The terms of each Judgment, Master Settlement Agreement, or any Bankruptcy Settlement for Texas control the authority of the Council and the Council may not stray outside the bounds of the authority and power vested by such settlements. Should the Council require legal assistance in determining their authority, the Council may direct the executive director to seek legal advice from the Attorney General to clarify the issue.

## *D. Operation and Expenses*

The independent administrator will set aside up to one (1) percent of the settlement funds for the administration of the Council for reasonable costs and expenses of operating the foregoing duties, including educational activities.

### *1. Executive Director*

The Comptroller will employ the executive director of the Council and other personnel as necessary to administer the duties of the Council and carry out the functions of the Council. The executive director must have at least 10 years of experience in government or public administration and is classified as a Director V/B30 under the State Auditor's State Classification. The Comptroller will pay the salaries of the Council employees from the

one (1) percent of the settlement funds set aside for the administration of the Council. The Comptroller will request funds from the Texas Abatement Fund Point of Contact.

## *2. Travel Reimbursement*

A person appointed to the Council is entitled to reimbursement for the travel expenses incurred in attending Council duties. A member of the Council may be reimbursed for actual expenses for meals, lodging, transportation, and incidental expenses in accordance with travel rates set by the federal General Services Administration.

## **II. Duties/Roles**

It is the duty of the Council to determine and approve the opioid abatement strategies and funding awards.

### A. Approved Abatement Strategies

The Council will develop the approved Texas list of abatement strategies based on but not limited to the existing national list of opioid abatement strategies (see attached Appendix A) for implementing the Texas Abatement Fund.

1. The Council shall only approve strategies which are evidence-informed strategies.
2. The Texas list of abatement strategies must be approved by majority vote. The majority vote must include a majority from both sides of the statewide members and regional members in order to be approved, e.g., at least four (4) of six (6) members on each side.

### B. Texas Abatement Fund Point of Contact

The Council will determine a single point of contact called the Abatement Fund Point of Contact (POC) to be established as the sole entity authorized to receive requests for funds and approve expenditures in Texas and order the release of funds from the Texas Abatement Fund by the independent administrator. The POC may be an independent third party selected by the Council with expertise in banking or financial management. The POC will manage the Opioid Council Bank Account (Account). Upon a vote, the Council will direct the POC to contact the independent administrator to release funds to the Account. The Account is outside the State Treasury and not managed by any state or local officials. The POC is responsible for payments to the qualified entities selected by the Council for abatement fund awards. The POC will submit a monthly financial statement on the Account to the Council.

### C. Auditor

An independent auditor appointed by the Council will perform an audit on the Account on an annual basis and report its findings, if any, to the Council.

### D. Funding Allocation

The Council is the sole decision-maker on the funding allocation process of the abatement funds. The Council will develop the application and award process based on the parameters outlined below. An entity seeking funds from the Council must apply for funds; no funds will be awarded without an application. The executive director and personnel may assist the Council in gathering and compiling the applications for consideration; however, the Council members are the sole decision-makers of awards and funding determination. The Council will use the following processes to award funds:

1. *Statewide Funds.* The Council will consider, adopt and approve the allocation methodology attached as Exhibit C, based upon population health data and prevalence of opioid incidences, at the Council's initial meeting. Adoption of such methodology will allow each Region to customize the approved abatement strategies to fit its communities' needs. The statewide regional funds will account for seventy-five (75) percent of the total overall funds, less the one (1) percent administrative expense described herein.
2. *Targeted Funds.* Each Region shall reserve twenty-five (25) percent of the overall funds, for targeted interventions in the specific Region as identified by opioid incidence data. The Council must approve on an annual basis the uses for the targeted abatement strategies and applications available to every Region, including education and outreach programs. Each Region without approved uses for the targeted funds from the Council, based upon a greater percentage of opioid incidents compared to its population, is subject to transfer of all or a portion of the targeted funds for that Region for uses based upon all Regions' targeted funding needs as approved by the Council on an annual basis.
3. *Annual Allocation.* Statewide regional funds and targeted funds will be allocated on an annual basis. If a Region lapses its funds, the funds will be reallocated based on all Regions' funding needs.

#### E. Appeal Process

The Council will establish an appeal process to permit the applicants for funding (state or subdivisions) to challenge decisions by the Council-designated point of contact on requests for funds or expenditures.

1. To challenge a decision by the designated point of contact, the State or a subdivision must file an appeal with the Council within thirty (30) days of the decision. The Council then has thirty (30) days to consider and rule on the appeal.
2. If the Council denies the appeal, the party may file an appeal with the state district court of record where the final opioid judgment or Master Settlement Agreement is filed. The Texas Rules of Civil Procedure and Rules of Evidence will govern these proceedings. The Council may request representation from the Attorney General in these proceedings.

In making its determination, the state district court shall apply the same clear error standards contained herein that the Council must follow when rendering its decision.

3. The state district court will make the final decision and the decision is not appealable.
4. Challenges will be limited and subject to penalty if abused.
5. Attorneys' fees and costs are not recoverable in these appeals.

#### F. Education

The Council may determine that a percentage of the funds in the Abatement Fund from the targeted funds be used to develop an education and outreach program to provide materials on the consequences of opioid drug use, prevention and interventions. Any material developed will include online resources and toolkits for communities.



# EXHIBIT B

Exhibit B: Municipal Area Allocations: 15% of Total (\$150 million)

(County numbers refer to distribution to the county governments after payment to cities within county borders has been made. Minimum distribution to each county is \$1000.)

| Municipal Area  | Allocation | Municipal Area   | Allocation |
|-----------------|------------|------------------|------------|
| Abbott          | \$688      | Lakeport         | \$463      |
| Abernathy       | \$110      | Lakeside         | \$4,474    |
| Abilene         | \$563,818  | Lakeside City    | \$222      |
| Ackerly         | \$21       | Lakeview         | \$427      |
| Addison         | \$58,094   | Lakeway          | \$31,657   |
| Adrian          | \$181      | Lakewood Village | \$557      |
| Agua Dulce      | \$43       | Lamar County     | \$141,598  |
| Alamo           | \$22,121   | Lamb County      | \$50,681   |
| Alamo Heights   | \$28,198   | Lamesa           | \$29,656   |
| Alba            | \$3,196    | Lampasas         | \$28,211   |
| Albany          | \$180      | Lampasas County  | \$42,818   |
| Aledo           | \$331      | Lancaster        | \$90,653   |
| Alice           | \$71,291   | Laredo           | \$763,174  |
| Allen           | \$315,081  | Latexo           | \$124      |
| Alma            | \$1,107    | Lavaca County    | \$45,973   |
| Alpine          | \$29,686   | Lavon            | \$7,435    |
| Alto            | \$3,767    | Lawn             | \$58       |
| Alton           | \$11,540   | League City      | \$302,418  |
| Alvarado        | \$29,029   | Leakey           | \$256      |
| Alvin           | \$113,962  | Leander          | \$88,641   |
| Alvord          | \$358      | Leary            | \$797      |
| Amarillo        | \$987,661  | Lee County       | \$30,457   |
| Ames            | \$5,571    | Lefors           | \$159      |
| Amherst         | \$22       | Leon County      | \$67,393   |
| Anahuac         | \$542      | Leon Valley      | \$23,258   |
| Anderson        | \$19       | Leona            | \$883      |
| Anderson County | \$268,763  | Leonard          | \$8,505    |
| Andrews         | \$18,983   | Leroy            | \$176      |
| Andrews County  | \$37,606   | Levelland        | \$46,848   |
| Angelina County | \$229,956  | Lewisville       | \$382,094  |
| Angleton        | \$62,791   | Lexington        | \$2,318    |
| Angus           | \$331      | Liberty          | \$72,343   |
| Anna            | \$9,075    | Liberty County   | \$531,212  |
| Annetta         | \$5,956    | Liberty Hill     | \$2,780    |
| Annetta North   | \$34       | Limestone County | \$135,684  |

(Table continues on multiple pages below)

|                  |             |                      |             |
|------------------|-------------|----------------------|-------------|
| Annetta South    | \$602       | Lincoln Park         | \$677       |
| Annona           | \$738       | Lindale              | \$24,202    |
| Anson            | \$5,134     | Linden               | \$3,661     |
| Anthony          | \$4,514     | Lindsay              | \$1,228     |
| Anton            | \$444       | Lipan                | \$44        |
| Appleby          | \$1,551     | Lipscomb County      | \$10,132    |
| Aquilla          | \$208       | Little Elm           | \$69,326    |
| Aransas County   | \$266,512   | Little River-Academy | \$798       |
| Aransas Pass     | \$57,813    | Littlefield          | \$7,678     |
| Archer City      | \$10,554    | Live Oak             | \$32,740    |
| Archer County    | \$45,534    | Live Oak County      | \$39,716    |
| Arcola           | \$7,290     | Liverpool            | \$1,435     |
| Argyle           | \$11,406    | Livingston           | \$73,165    |
| Arlington        | \$735,803   | Llano                | \$23,121    |
| Armstrong County | \$974       | Llano County         | \$115,647   |
| Arp              | \$2,009     | Lockhart             | \$49,050    |
| Asherton         | \$112       | Lockney              | \$3,301     |
| Aspermont        | \$9         | Log Cabin            | \$1,960     |
| Atascosa County  | \$176,903   | Lometa               | \$1,176     |
| Athens           | \$105,942   | Lone Oak             | \$1,705     |
| Atlanta          | \$30,995    | Lone Star            | \$8,283     |
| Aubrey           | \$15,141    | Longview             | \$482,254   |
| Aurora           | \$1,849     | Lorraine             | \$188       |
| Austin County    | \$76,030    | Lorena               | \$3,390     |
| Austin           | \$4,877,716 | Lorenzo              | \$11,358    |
| Austwell         | \$109       | Los Fresnos          | \$11,185    |
| Avery            | \$138       | Los Indios           | \$159       |
| Avinger          | \$1,115     | Los Ybanez           | \$0         |
| Azle             | \$32,213    | Lott                 | \$1,516     |
| Bailey           | \$950       | Lovelady             | \$249       |
| Bailey County    | \$15,377    | Loving County        | \$1,000     |
| Bailey's Prairie | \$5,604     | Lowry Crossing       | \$783       |
| Baird            | \$2,802     | Lubbock              | \$319,867   |
| Balch Springs    | \$27,358    | Lubbock County       | \$1,379,719 |
| Balcones Heights | \$23,811    | Lucas                | \$5,266     |
| Ballinger        | \$9,172     | Lueders              | \$508       |
| Balmorhea        | \$63        | Lufkin               | \$281,592   |
| Bandera          | \$2,893     | Luling               | \$29,421    |
| Bandera County   | \$86,815    | Lumberton            | \$36,609    |
| Bangs            | \$3,050     | Lyford               | \$3,071     |

|                |             |                   |           |
|----------------|-------------|-------------------|-----------|
| Bardwell       | \$362       | Lynn County       | \$6,275   |
| Barry          | \$200       | Lytle             | \$7,223   |
| Barstow        | \$61        | Mabank            | \$19,443  |
| Bartlett       | \$3,374     | Madison County    | \$49,492  |
| Bartonville    | \$8,887     | Madisonville      | \$11,458  |
| Bastrop        | \$46,320    | Magnolia          | \$26,031  |
| Bastrop County | \$343,960   | Malakoff          | \$12,614  |
| Bay City       | \$57,912    | Malone            | \$439     |
| Baylor County  | \$29,832    | Manor             | \$12,499  |
| Bayou Vista    | \$6,240     | Mansfield         | \$150,788 |
| Bayside        | \$242       | Manvel            | \$12,305  |
| Baytown        | \$216,066   | Marble Falls      | \$37,039  |
| Bayview        | \$41        | Marfa             | \$65      |
| Beach City     | \$12,505    | Marietta          | \$338     |
| Bear Creek     | \$906       | Marion            | \$275     |
| Beasley        | \$130       | Marion County     | \$54,728  |
| Beaumont       | \$683,010   | Marlin            | \$21,634  |
| Beckville      | \$1,247     | Marquez           | \$1,322   |
| Bedford        | \$94,314    | Marshall          | \$108,371 |
| Bedias         | \$3,475     | Mart              | \$928     |
| Bee Cave       | \$12,863    | Martin County     | \$10,862  |
| Bee County     | \$97,844    | Martindale        | \$2,437   |
| Beeville       | \$24,027    | Mason             | \$777     |
| Bell County    | \$650,748   | Mason County      | \$3,134   |
| Bellaire       | \$41,264    | Matador           | \$1,203   |
| Bellevue       | \$56        | Matagorda County  | \$135,239 |
| Bellmead       | \$14,487    | Mathis            | \$15,720  |
| Bells          | \$1,891     | Maud              | \$423     |
| Bellville      | \$7,488     | Maverick County   | \$115,919 |
| Belton         | \$72,680    | Maypearl          | \$986     |
| Benavides      | \$152       | McAllen           | \$364,424 |
| Benbrook       | \$43,919    | McCamey           | \$542     |
| Benjamin       | \$951       | McGregor          | \$9,155   |
| Berryville     | \$14,379    | McKinney          | \$450,383 |
| Bertram        | \$182       | McLean            | \$14      |
| Beverly Hills  | \$4,336     | McLendon-Chisholm | \$411     |
| Bevil Oaks     | \$549       | Mcculloch County  | \$20,021  |
| Bexar County   | \$7,007,152 | Mclennan County   | \$529,641 |
| Big Lake       | \$547       | Mcmullen County   | \$1,000   |
| Big Sandy      | \$4,579     | Meadow            | \$1,121   |



|                 |             |                 |           |
|-----------------|-------------|-----------------|-----------|
| Big Spring      | \$189,928   | Meadowlakes     | \$905     |
| Big Wells       | \$236       | Meadows Place   | \$18,148  |
| Bishop          | \$8,213     | Medina County   | \$48,355  |
| Bishop Hills    | \$323       | Megargel        | \$611     |
| Blackwell       | \$31        | Melissa         | \$15,381  |
| Blanco          | \$6,191     | Melvin          | \$345     |
| Blanco County   | \$49,223    | Memphis         | \$7,203   |
| Blanket         | \$147       | Menard          | \$991     |
| Bloomburg       | \$1,010     | Menard County   | \$14,717  |
| Blooming Grove  | \$352       | Mercedes        | \$21,441  |
| Blossom         | \$198       | Meridian        | \$3,546   |
| Blue Mound      | \$2,888     | Merkel          | \$10,117  |
| Blue Ridge      | \$1,345     | Mertens         | \$239     |
| Blum            | \$1,622     | Mertzon         | \$29      |
| Boerne          | \$45,576    | Mesquite        | \$310,709 |
| Bogata          | \$3,649     | Mexia           | \$21,096  |
| Bonham          | \$100,909   | Miami           | \$455     |
| Bonney          | \$2,510     | Midland County  | \$279,927 |
| Booker          | \$1,036     | Midland         | \$521,849 |
| Borden County   | \$1,000     | Midlothian      | \$95,799  |
| Borger          | \$69,680    | Midway          | \$78      |
| Bosque County   | \$71,073    | Milam County    | \$97,386  |
| Bovina          | \$173       | Milano          | \$904     |
| Bowie           | \$83,620    | Mildred         | \$286     |
| Bowie County    | \$233,190   | Miles           | \$93      |
| Boyd            | \$6,953     | Milford         | \$6,177   |
| Brackettville   | \$8         | Miller's Cove   | \$97      |
| Brady           | \$27,480    | Millican        | \$417     |
| Brazoria        | \$11,537    | Mills County    | \$19,931  |
| Brazoria County | \$1,021,090 | Millsap         | \$34      |
| Brazos Bend     | \$462       | Mineola         | \$48,719  |
| Brazos Country  | \$902       | Mineral Wells   | \$92,061  |
| Brazos County   | \$342,087   | Mingus          | \$189     |
| Breckenridge    | \$23,976    | Mission         | \$124,768 |
| Bremond         | \$5,554     | Missouri City   | \$209,633 |
| Brenham         | \$54,750    | Mitchell County | \$20,850  |
| Brewster County | \$60,087    | Mobeetie        | \$52      |
| Briarcliff      | \$572       | Mobile City     | \$2,034   |
| Briaroaks       | \$57        | Monahans        | \$5,849   |
| Bridge City     | \$80,756    | Mont Belvieu    | \$19,669  |

|                     |           |                       |             |
|---------------------|-----------|-----------------------|-------------|
| Bridgeport          | \$33,301  | Montague County       | \$94,796    |
| Briscoe County      | \$977     | Montgomery            | \$1,884     |
| Broadbudd           | \$31      | Montgomery County     | \$2,700,911 |
| Bronte              | \$99      | Moody                 | \$828       |
| Brooks County       | \$20,710  | Moore County          | \$40,627    |
| Brookshire          | \$6,406   | Moore Station         | \$772       |
| Brookside Village   | \$1,110   | Moran                 | \$50        |
| Brown County        | \$193,417 | Morgan                | \$605       |
| Browndell           | \$152     | Morgan's Point        | \$3,105     |
| Brownfield          | \$14,452  | Morgan's Point Resort | \$8,024     |
| Brownsboro          | \$3,176   | Morris County         | \$53,328    |
| Brownsville         | \$425,057 | Morton                | \$167       |
| Brownwood           | \$166,572 | Motley County         | \$3,344     |
| Bruceville-Eddy     | \$1,692   | Moulton               | \$999       |
| Bryan               | \$246,897 | Mount Calm            | \$605       |
| Bryson              | \$1,228   | Mount Enterprise      | \$1,832     |
| Buckholts           | \$1,113   | Mount Pleasant        | \$65,684    |
| Buda                | \$10,784  | Mount Vernon          | \$6,049     |
| Buffalo             | \$11,866  | Mountain City         | \$1,548     |
| Buffalo Gap         | \$88      | Muenster              | \$4,656     |
| Buffalo Springs     | \$188     | Muleshoe              | \$4,910     |
| Bullard             | \$7,487   | Mullin                | \$384       |
| Bulverde            | \$14,436  | Munday                | \$2,047     |
| Bunker Hill Village | \$472     | Murchison             | \$2,302     |
| Burkburnett         | \$37,844  | Murphy                | \$51,893    |
| Burke               | \$1,114   | Mustang               | \$7         |
| Burleson County     | \$70,244  | Mustang Ridge         | \$2,462     |
| Burleson            | \$151,779 | Nacogdoches           | \$205,992   |
| Burnet              | \$33,345  | Nacogdoches County    | \$198,583   |
| Burnet County       | \$189,829 | Naples                | \$4,224     |
| Burton              | \$937     | Nash                  | \$7,999     |
| Byers               | \$77      | Nassau Bay            | \$11,247    |
| Bynum               | \$380     | Natalia               | \$625       |
| Cactus              | \$4,779   | Navarro               | \$334       |
| Caddo Mills         | \$43      | Navarro County        | \$103,513   |
| Caldwell            | \$18,245  | Navasota              | \$37,676    |
| Caldwell County     | \$86,413  | Nazareth              | \$124       |
| Calhoun County      | \$127,926 | Nederland             | \$44,585    |
| Callahan County     | \$12,894  | Needville             | \$10,341    |
| Callisburg          | \$101     | Nevada                | \$237       |

|                   |           |                      |             |
|-------------------|-----------|----------------------|-------------|
| Calvert           | \$772     | New Berlin           | \$4         |
| Cameron           | \$11,091  | New Boston           | \$6,953     |
| Cameron County    | \$537,026 | New Braunfels        | \$307,313   |
| Camp County       | \$28,851  | New Chapel Hill      | \$288       |
| Camp Wood         | \$422     | New Deal             | \$338       |
| Campbell          | \$1,116   | New Fairview         | \$2,334     |
| Canadian          | \$1,090   | New Home             | \$9         |
| Caney City        | \$2,005   | New Hope             | \$1,024     |
| Canton            | \$56,734  | New London           | \$4,129     |
| Canyon            | \$26,251  | New Summerfield      | \$442       |
| Carbon            | \$620     | New Waverly          | \$2,562     |
| Carl's Corner     | \$48      | Newark               | \$520       |
| Carmine           | \$385     | Newcastle            | \$914       |
| Carrizo Springs   | \$1,671   | Newton               | \$6,102     |
| Carrollton        | \$310,255 | Newton County        | \$158,006   |
| Carson County     | \$29,493  | Neylandville         | \$163       |
| Carthage          | \$18,927  | Niederwald           | \$16        |
| Cashion Community | \$322     | Nixon                | \$2,283     |
| Cass County       | \$93,155  | Nocona               | \$16,536    |
| Castle Hills      | \$12,780  | Nolan County         | \$50,262    |
| Castro County     | \$4,420   | Nolanville           | \$4,247     |
| Castroville       | \$4,525   | Nome                 | \$391       |
| Cedar Hill        | \$70,127  | Noonday              | \$226       |
| Cedar Park        | \$185,567 | Nordheim             | \$697       |
| Celeste           | \$1,280   | Normangee            | \$6,192     |
| Celina            | \$18,283  | North Cleveland      | \$105       |
| Center            | \$58,838  | North Richland Hills | \$146,419   |
| Centerville       | \$385     | Northlake            | \$8,905     |
| Chambers County   | \$153,188 | Novice               | \$76        |
| Chandler          | \$17,364  | Nueces County        | \$1,367,932 |
| Channing          | \$2       | O'Brien              | \$76        |
| Charlotte         | \$4,257   | O'Donnell            | \$27        |
| Cherokee County   | \$156,612 | Oak Grove            | \$2,769     |
| Chester           | \$1,174   | Oak Leaf             | \$612       |
| Chico             | \$2,928   | Oak Point            | \$9,011     |
| Childress         | \$37,916  | Oak Ridge            | \$358       |
| Childress County  | \$50,582  | Oak Ridge North      | \$33,512    |
| Chillicothe       | \$172     | Oak Valley           | \$7         |
| China             | \$522     | Oakwood              | \$148       |
| China Grove       | \$598     | Ochiltree County     | \$15,476    |

|                      |             |                   |           |
|----------------------|-------------|-------------------|-----------|
| Chireno              | \$1,568     | Odem              | \$7,420   |
| Christine            | \$354       | Odessa            | \$559,163 |
| Cibolo               | \$13,690    | Oglesby           | \$29      |
| Cisco                | \$7,218     | Old River-Winfree | \$21,653  |
| Clarendon            | \$114       | Oldham County     | \$10,318  |
| Clarksville          | \$20,891    | Olmos Park        | \$9,801   |
| Clarksville City     | \$54        | Olney             | \$6,088   |
| Claude               | \$26        | Olton             | \$1,197   |
| Clay County          | \$72,050    | Omaha             | \$4,185   |
| Clear Lake Shores    | \$6,682     | Onalaska          | \$31,654  |
| Cleburne             | \$228,184   | Opdyke West       | \$479     |
| Cleveland            | \$96,897    | Orange            | \$311,339 |
| Clifton              | \$9,939     | Orange County     | \$689,818 |
| Clint                | \$375       | Orange Grove      | \$1,677   |
| Clute                | \$51,350    | Orchard           | \$867     |
| Clyde                | \$17,287    | Ore City          | \$6,806   |
| Coahoma              | \$2,291     | Overton           | \$7,900   |
| Cochran County       | \$3,389     | Ovilla            | \$13,391  |
| Cockrell Hill        | \$512       | Oyster Creek      | \$9,633   |
| Coffee City          | \$1,087     | Paducah           | \$125     |
| Coke County          | \$5,522     | Paint Rock        | \$141     |
| Coldspring           | \$447       | Palacios          | \$14,036  |
| Coleman              | \$5,442     | Palestine         | \$178,009 |
| Coleman County       | \$4,164     | Palisades         | \$240     |
| College Station      | \$258,147   | Palm Valley       | \$1,918   |
| Colleyville          | \$46,049    | Palmer            | \$12,666  |
| Collin County        | \$1,266,721 | Palmhurst         | \$4,660   |
| Collingsworth County | \$19,234    | Palmview          | \$7,577   |
| Collinsville         | \$1,831     | Palo Pinto County | \$124,621 |
| Colmesneil           | \$2,211     | Pampa             | \$67,227  |
| Colorado City        | \$8,405     | Panhandle         | \$9,536   |
| Colorado County      | \$49,084    | Panola County     | \$80,699  |
| Columbus             | \$6,867     | Panorama Village  | \$1,292   |
| Comal County         | \$396,142   | Pantego           | \$12,898  |
| Comanche             | \$16,503    | Paradise          | \$52      |
| Comanche County      | \$50,964    | Paris             | \$201,180 |
| Combes               | \$1,710     | Parker            | \$10,307  |
| Combine              | \$1,892     | Parker County     | \$476,254 |
| Commerce             | \$33,869    | Parmer County     | \$15,866  |
| Como                 | \$415       | Pasadena          | \$356,536 |



|                   |             |                     |             |
|-------------------|-------------|---------------------|-------------|
| Concho County     | \$3,859     | Pattison            | \$1,148     |
| Conroe            | \$466,671   | Patton Village      | \$9,268     |
| Converse          | \$27,693    | Payne Springs       | \$1,770     |
| Cooke County      | \$200,451   | Pearland            | \$333,752   |
| Cool              | \$731       | Pearsall            | \$11,570    |
| Coolidge          | \$243       | Pecan Gap           | \$719       |
| Cooper            | \$362       | Pecan Hill          | \$229       |
| Coppell           | \$86,593    | Pecos               | \$7,622     |
| Copper Canyon     | \$489       | Pecos County        | \$46,997    |
| Copperas Cove     | \$133,492   | Pelican Bay         | \$1,199     |
| Corinth           | \$75,298    | Penelope            | \$415       |
| Corpus Christi    | \$1,812,707 | Penitas             | \$312       |
| Corral City       | \$143       | Perryton            | \$23,364    |
| Corrigan          | \$21,318    | Petersburg          | \$1,691     |
| Corsicana         | \$87,310    | Petrolia            | \$17        |
| Coryell County    | \$123,659   | Petronila           | \$5         |
| Cottle County     | \$875       | Pflugerville        | \$86,408    |
| Cottonwood        | \$289       | Pharr               | \$144,721   |
| Cottonwood Shores | \$1,203     | Pilot Point         | \$11,613    |
| Cotulla           | \$1,251     | Pine Forest         | \$3,894     |
| Coupland          | \$266       | Pine Island         | \$3,141     |
| Cove              | \$387       | Pinehurst           | \$32,671    |
| Covington         | \$519       | Pineland            | \$4,138     |
| Coyote Flats      | \$1,472     | Piney Point Village | \$15,738    |
| Crandall          | \$12,094    | Pittsburg           | \$20,526    |
| Crane             | \$10,599    | Plains              | \$129       |
| Crane County      | \$26,146    | Plainview           | \$60,298    |
| Cranfills Gap     | \$128       | Plano               | \$1,151,608 |
| Crawford          | \$383       | Pleak               | \$270       |
| Creedmoor         | \$16        | Pleasant Valley     | \$308       |
| Cresson           | \$1,086     | Pleasanton          | \$29,011    |
| Crockett          | \$23,403    | Plum Grove          | \$258       |
| Crockett County   | \$18,210    | Point               | \$1,519     |
| Crosby County     | \$18,388    | Point Blank         | \$355       |
| Crosbyton         | \$1,498     | Point Comfort       | \$447       |
| Cross Plains      | \$4,877     | Point Venture       | \$588       |
| Cross Roads       | \$244       | Polk County         | \$370,831   |
| Cross Timber      | \$542       | Ponder              | \$1,282     |
| Crowell           | \$6,335     | Port Aransas        | \$31,022    |
| Crowley           | \$22,345    | Port Arthur         | \$367,945   |

|                        |             |                    |           |
|------------------------|-------------|--------------------|-----------|
| Crystal City           | \$19,412    | Port Isabel        | \$9,802   |
| Cuero                  | \$24,689    | Port Lavaca        | \$11,752  |
| Culberson County       | \$789       | Port Neches        | \$38,849  |
| Cumby                  | \$5,320     | Portland           | \$76,517  |
| Cuney                  | \$606       | Post               | \$2,332   |
| Cushing                | \$1,120     | Post Oak Bend City | \$1,034   |
| Cut and Shoot          | \$2,141     | Poteet             | \$6,767   |
| DISH                   | \$19        | Poth               | \$3,974   |
| Daingerfield           | \$12,476    | Potter County      | \$371,701 |
| Daisetta               | \$5,370     | Pottsboro          | \$12,302  |
| Dalhart                | \$11,609    | Powell             | \$110     |
| Dallam County          | \$21,686    | Poynor             | \$1,180   |
| Dallas County          | \$8,538,291 | Prairie View       | \$7,600   |
| Dallas                 | \$2,999,902 | Premont            | \$3,321   |
| Dalworthington Gardens | \$6,060     | Presidio           | \$148     |
| Danbury                | \$4,231     | Presidio County    | \$787     |
| Darrouzett             | \$101       | Primera            | \$2,958   |
| Dawson                 | \$600       | Princeton          | \$19,245  |
| Dawson County          | \$46,911    | Progreso           | \$8,072   |
| Dayton                 | \$47,122    | Progreso Lakes     | \$39      |
| Dayton Lakes           | \$38        | Prosper            | \$22,770  |
| De Kalb                | \$1,035     | Providence Village | \$508     |
| De Leon                | \$8,218     | Putnam             | \$14      |
| De Witt County         | \$68,895    | Pyote              | \$22      |
| DeCordova              | \$13,778    | Quanah             | \$207     |
| DeSoto                 | \$72,400    | Queen City         | \$4,837   |
| Deaf Smith County      | \$34,532    | Quinlan            | \$7,304   |
| Dean                   | \$141       | Quintana           | \$492     |
| Decatur                | \$56,669    | Quitaque           | \$8       |
| Deer Park              | \$49,388    | Quitman            | \$15,619  |
| Del Rio                | \$59,056    | Rains County       | \$53,190  |
| Dell City              | \$15        | Ralls              | \$3,967   |
| Delta County           | \$30,584    | Rancho Viejo       | \$3,836   |
| Denison                | \$210,426   | Randall County     | \$278,126 |
| Denton                 | \$458,334   | Ranger             | \$12,186  |
| Denton County          | \$1,132,298 | Rankin             | \$1,613   |
| Denver City            | \$2,104     | Ransom Canyon      | \$930     |
| Deport                 | \$42        | Ravenna            | \$685     |
| Detroit                | \$965       | Raymondville       | \$7,466   |
| Devers                 | \$191       | Reagan County      | \$25,215  |

|                   |           |                  |           |
|-------------------|-----------|------------------|-----------|
| Devine            | \$4,354   | Real County      | \$5,073   |
| Diboll            | \$25,533  | Red Lick         | \$23      |
| Dickens           | \$71      | Red Oak          | \$26,843  |
| Dickens County    | \$1,873   | Red River County | \$29,306  |
| Dickinson         | \$83,683  | Redwater         | \$1,058   |
| Dilley            | \$2,633   | Reeves County    | \$103,350 |
| Dimmit County     | \$33,294  | Refugio          | \$8,839   |
| Dimmitt           | \$1,012   | Refugio County   | \$46,216  |
| Dodd City         | \$1,211   | Reklaw           | \$1,136   |
| Dodson            | \$447     | Reno             | \$3,791   |
| Domino            | \$196     | Reno             | \$11,164  |
| Donley County     | \$22,370  | Retreat          | \$52      |
| Donna             | \$13,798  | Rhome            | \$12,285  |
| Dorchester        | \$231     | Rice             | \$1,972   |
| Double Oak        | \$4,765   | Richardson       | \$260,315 |
| Douglassville     | \$574     | Richland         | \$210     |
| Dripping Springs  | \$811     | Richland Hills   | \$24,438  |
| Driscoll          | \$39      | Richland Springs | \$2,234   |
| Dublin            | \$14,478  | Richmond         | \$77,606  |
| Dumas             | \$26,229  | Richwood         | \$12,112  |
| Duncanville       | \$58,328  | Riesel           | \$1,118   |
| Duval County      | \$49,109  | Rio Bravo        | \$8,548   |
| Eagle Lake        | \$4,882   | Rio Grande City  | \$25,947  |
| Eagle Pass        | \$56,005  | Rio Hondo        | \$3,550   |
| Early             | \$14,838  | Rio Vista        | \$4,419   |
| Earth             | \$242     | Rising Star      | \$1,933   |
| East Bernard      | \$5,554   | River Oaks       | \$11,917  |
| East Mountain     | \$2,494   | Riverside        | \$858     |
| East Tawakoni     | \$2,723   | Roanoke          | \$275     |
| Eastland          | \$15,896  | Roaring Springs  | \$461     |
| Eastland County   | \$52,275  | Robert Lee       | \$85      |
| Easton            | \$329     | Roberts County   | \$547     |
| Ector             | \$1,108   | Robertson County | \$44,642  |
| Ector County      | \$480,000 | Robinson         | \$18,002  |
| Edcouch           | \$4,101   | Robstown         | \$40,154  |
| Eden              | \$497     | Roby             | \$428     |
| Edgecliff Village | \$2,232   | Rochester        | \$674     |
| Edgewood          | \$13,154  | Rockdale         | \$20,973  |
| Edinburg          | \$120,884 | Rockport         | \$54,253  |
| Edmonson          | \$136     | Rocksprings      | \$25      |

|                 |             |                      |             |
|-----------------|-------------|----------------------|-------------|
| Edna            | \$18,194    | Rockwall             | \$114,308   |
| Edom            | \$2,149     | Rockwall County      | \$168,820   |
| Edwards County  | \$975       | Rocky Mound          | \$280       |
| El Campo        | \$31,700    | Rogers               | \$3,818     |
| El Cenizo       | \$621       | Rollingwood          | \$4,754     |
| El Lago         | \$5,604     | Roma                 | \$16,629    |
| El Paso         | \$1,224,371 | Roman Forest         | \$8,610     |
| El Paso County  | \$2,592,121 | Ropesville           | \$2,122     |
| Eldorado        | \$50        | Roscoe               | \$778       |
| Electra         | \$15,716    | Rose City            | \$4,012     |
| Elgin           | \$26,284    | Rose Hill Acres      | \$2,311     |
| Elkhart         | \$301       | Rosebud              | \$1,489     |
| Ellis County    | \$315,372   | Rosenberg            | \$126,593   |
| Elmendorf       | \$746       | Ross                 | \$147       |
| Elsa            | \$7,720     | Rosser               | \$549       |
| Emhouse         | \$83        | Rotan                | \$1,493     |
| Emory           | \$3,878     | Round Mountain       | \$454       |
| Enchanted Oaks  | \$1,299     | Round Rock           | \$475,992   |
| Encinal         | \$1,515     | Round Top            | \$140       |
| Ennis           | \$81,839    | Rowlett              | \$99,963    |
| Erath County    | \$102,616   | Roxton               | \$47        |
| Escobares       | \$40        | Royse City           | \$23,494    |
| Estelline       | \$909       | Rule                 | \$800       |
| Euless          | \$92,824    | Runaway Bay          | \$6,931     |
| Eureka          | \$334       | Runge                | \$255       |
| Eustace         | \$2,089     | Runnels County       | \$33,831    |
| Evant           | \$2,068     | Rusk                 | \$17,991    |
| Everman         | \$7,692     | Rusk County          | \$151,390   |
| Fair Oaks Ranch | \$8,077     | Sabinal              | \$1,811     |
| Fairchilds      | \$81        | Sabine County        | \$46,479    |
| Fairfield       | \$1,245     | Sachse               | \$23,400    |
| Fairview        | \$32,245    | Sadler               | \$925       |
| Falfurrias      | \$2,221     | Saginaw              | \$31,973    |
| Falls City      | \$41        | Salado               | \$3,210     |
| Falls County    | \$34,522    | San Angelo           | \$536,509   |
| Fannin County   | \$131,653   | San Antonio          | \$4,365,416 |
| Farmers Branch  | \$94,532    | San Augustine        | \$25,182    |
| Farmersville    | \$10,532    | San Augustine County | \$37,854    |
| Farwell         | \$343       | San Benito           | \$40,015    |
| Fate            | \$3,473     | San Diego            | \$11,771    |



|                  |             |                     |           |
|------------------|-------------|---------------------|-----------|
| Fayette County   | \$92,440    | San Elizario        | \$7,831   |
| Fayetteville     | \$391       | San Felipe          | \$1,498   |
| Ferris           | \$13,873    | San Jacinto County  | \$197,398 |
| Fisher County    | \$5,518     | San Juan            | \$28,845  |
| Flatonia         | \$5,661     | San Leanna          | \$36      |
| Florence         | \$3,949     | San Marcos          | \$325,688 |
| Floresville      | \$21,699    | San Patricio        | \$4,213   |
| Flower Mound     | \$215,256   | San Patricio County | \$271,916 |
| Floyd County     | \$9,049     | San Perlita         | \$2,219   |
| Floydada         | \$6,357     | San Saba            | \$10,057  |
| Foard County     | \$5,764     | San Saba County     | \$17,562  |
| Follett          | \$212       | Sanctuary           | \$17      |
| Forest Hill      | \$26,132    | Sandy Oaks          | \$9,863   |
| Forney           | \$80,112    | Sandy Point         | \$1,637   |
| Forsan           | \$576       | Sanford             | \$308     |
| Fort Bend County | \$1,506,719 | Sanger              | \$22,237  |
| Fort Stockton    | \$4,411     | Sansom Park         | \$223     |
| Fort Worth       | \$2,120,790 | Santa Anna          | \$329     |
| Franklin         | \$3,931     | Santa Clara         | \$87      |
| Franklin County  | \$25,783    | Santa Fe            | \$33,272  |
| Frankston        | \$274       | Santa Rosa          | \$2,138   |
| Fredericksburg   | \$56,486    | Savoy               | \$2,349   |
| Freeport         | \$72,973    | Schertz             | \$60,110  |
| Freer            | \$3,271     | Schleicher County   | \$5,695   |
| Freestone County | \$50,495    | Schulenburg         | \$2,560   |
| Friendswood      | \$140,330   | Scotland            | \$148     |
| Frio County      | \$19,954    | Scottsville         | \$708     |
| Friona           | \$2,848     | Scurry              | \$1,110   |
| Frisco           | \$405,309   | Scurry County       | \$73,116  |
| Fritch           | \$4,548     | Seabrook            | \$30,270  |
| Frost            | \$321       | Seadrift            | \$991     |
| Fruitvale        | \$2,344     | Seagoville          | \$17,106  |
| Fulshear         | \$5,272     | Seagraves           | \$7,531   |
| Fulton           | \$1,602     | Sealy               | \$20,637  |
| Gaines County    | \$54,347    | Seguin              | \$376,538 |
| Gainesville      | \$153,980   | Selma               | \$22,429  |
| Galena Park      | \$13,093    | Seminole            | \$16,092  |
| Gallatin         | \$1,253     | Seven Oaks          | \$3,917   |
| Galveston        | \$488,187   | Seven Points        | \$7,452   |
| Galveston County | \$1,124,093 | Seymour             | \$14,218  |

|                  |           |                       |           |
|------------------|-----------|-----------------------|-----------|
| Ganado           | \$5,510   | Shackelford County    | \$1,288   |
| Garden Ridge     | \$11,351  | Shady Shores          | \$594     |
| Garland          | \$420,244 | Shallowater           | \$1,907   |
| Garrett          | \$2,510   | Shamrock              | \$4,328   |
| Garrison         | \$3,555   | Shavano Park          | \$3,178   |
| Gary City        | \$450     | Shelby County         | \$109,925 |
| Garza County     | \$8,944   | Shenandoah            | \$47,122  |
| Gatesville       | \$26,994  | Shepherd              | \$147     |
| George West      | \$6,207   | Sherman               | \$330,585 |
| Georgetown       | \$225,896 | Sherman County        | \$7,930   |
| Gholson          | \$1,505   | Shiner                | \$4,042   |
| Giddings         | \$12,674  | Shoreacres            | \$958     |
| Gillespie County | \$63,191  | Silsbee               | \$66,442  |
| Gilmer           | \$33,951  | Silverton             | \$14      |
| Gladewater       | \$24,638  | Simonton              | \$1,906   |
| Glasscock County | \$1,000   | Sinton                | \$23,658  |
| Glen Rose        | \$540     | Skellytown            | \$400     |
| Glenn Heights    | \$16,593  | Slaton                | \$154     |
| Godley           | \$3,115   | Smiley                | \$655     |
| Goldsmith        | \$677     | Smith County          | \$758,961 |
| Goldthwaite      | \$1,225   | Smithville            | \$17,009  |
| Goliad           | \$3,563   | Smyer                 | \$300     |
| Goliad County    | \$34,660  | Snook                 | \$1,422   |
| Golinda          | \$100     | Snyder                | \$9,018   |
| Gonzales         | \$14,882  | Socorro               | \$11,125  |
| Gonzales County  | \$33,230  | Somerset              | \$1,527   |
| Goodlow          | \$221     | Somervell County      | \$57,076  |
| Goodrich         | \$9,643   | Somerville            | \$3,806   |
| Gordon           | \$365     | Sonora                | \$7,337   |
| Goree            | \$749     | Sour Lake             | \$17,856  |
| Gorman           | \$3,107   | South Houston         | \$25,620  |
| Graford          | \$23      | South Mountain        | \$154     |
| Graham           | \$235,428 | South Padre Island    | \$30,629  |
| Granbury         | \$71,735  | Southlake             | \$70,846  |
| Grand Prairie    | \$445,439 | Southmayd             | \$7,096   |
| Grand Saline     | \$36,413  | Southside Place       | \$885     |
| Grandfalls       | \$65      | Spearman              | \$14,000  |
| Grandview        | \$6,600   | Splendora             | \$7,756   |
| Granger          | \$2,741   | Spofford              | \$7       |
| Granite Shoals   | \$11,834  | Spring Valley Village | \$16,404  |

|                  |              |                       |           |
|------------------|--------------|-----------------------|-----------|
| Granjeno         | \$43         | Springlake            | \$3       |
| Grapeland        | \$7,287      | Springtown            | \$14,244  |
| Grapevine        | \$129,195    | Spur                  | \$427     |
| Gray County      | \$65,884     | St. Hedwig            | \$111     |
| Grays Prairie    | \$17         | St. Jo                | \$7,360   |
| Grayson County   | \$539,083    | St. Paul              | \$21      |
| Greenville       | \$203,112    | Stafford              | \$75,145  |
| Gregg County     | \$243,744    | Stagecoach            | \$3,036   |
| Gregory          | \$4,697      | Stamford              | \$398     |
| Grey Forest      | \$474        | Stanton               | \$3,838   |
| Grimes County    | \$94,878     | Staples               | \$19      |
| Groesbeck        | \$5,745      | Star Harbor           | \$151     |
| Groom            | \$965        | Starr County          | \$99,896  |
| Groves           | \$40,752     | Stephens County       | \$35,244  |
| Groveton         | \$8,827      | Stephenville          | \$83,472  |
| Gruver           | \$1,166      | Sterling City         | \$62      |
| Guadalupe County | \$146,824    | Sterling County       | \$939     |
| Gun Barrel City  | \$36,302     | Stinnett              | \$4,097   |
| Gunter           | \$4,609      | Stockdale             | \$741     |
| Gustine          | \$34         | Stonewall County      | \$1,822   |
| Hackberry        | \$94         | Stratford             | \$8,378   |
| Hale Center      | \$6,042      | Strawn                | \$987     |
| Hale County      | \$79,150     | Streetman             | \$5       |
| Hall County      | \$8,933      | Sudan                 | \$32      |
| Hallettsville    | \$6,895      | Sugar Land            | \$321,561 |
| Hallsburg        | \$272        | Sullivan City         | \$6,121   |
| Hallsville       | \$10,239     | Sulphur Springs       | \$124,603 |
| Haltom City      | \$71,800     | Sun Valley            | \$4       |
| Hamilton         | \$3,581      | Sundown               | \$2,592   |
| Hamilton County  | \$66,357     | Sunnyvale             | \$3,248   |
| Hamlin           | \$4,656      | Sunray                | \$2,571   |
| Hansford County  | \$16,416     | Sunrise Beach Village | \$2,083   |
| Happy            | \$327        | Sunset Valley         | \$9,425   |
| Hardeman County  | \$15,219     | Surfside Beach        | \$6,530   |
| Hardin           | \$100        | Sutton County         | \$6,541   |
| Hardin County    | \$379,800    | Sweeny                | \$4,503   |
| Harker Heights   | \$113,681    | Sweetwater            | \$68,248  |
| Harlingen        | \$165,429    | Swisher County        | \$7,251   |
| Harris County    | \$14,966,202 | Taft                  | \$5,861   |
| Harrison County  | \$185,910    | Tahoka                | \$430     |

|                      |             |                     |             |
|----------------------|-------------|---------------------|-------------|
| Hart                 | \$86        | Talco               | \$372       |
| Hartley County       | \$786       | Talty               | \$9,124     |
| Haskell              | \$10,829    | Tarrant County      | \$6,171,159 |
| Haskell County       | \$22,011    | Tatum               | \$972       |
| Haslet               | \$1,908     | Taylor              | \$57,945    |
| Hawk Cove            | \$674       | Taylor County       | \$351,078   |
| Hawkins              | \$7,932     | Taylor Lake Village | \$412       |
| Hawley               | \$931       | Taylor Landing      | \$153       |
| Hays                 | \$506       | Teague              | \$1,714     |
| Hays County          | \$529,489   | Tehuacana           | \$12        |
| Hearne               | \$16,824    | Temple              | \$280,747   |
| Heath                | \$28,751    | Tenaha              | \$4,718     |
| Hebron               | \$687       | Terrell             | \$148,706   |
| Hedley               | \$70        | Terrell County      | \$5,737     |
| Hedwig Village       | \$13,067    | Terrell Hills       | \$9,858     |
| Helotes              | \$15,790    | Terry County        | \$25,423    |
| Hemphill             | \$8,035     | Texarkana           | \$192,094   |
| Hemphill County      | \$14,394    | Texas City          | \$298,702   |
| Hempstead            | \$21,240    | Texhoma             | \$156       |
| Henderson            | \$59,966    | Texline             | \$865       |
| Henderson County     | \$327,965   | The Colony          | \$114,297   |
| Henrietta            | \$2,720     | The Hills           | \$1,004     |
| Hereford             | \$20,423    | Thompsons           | \$1,897     |
| Hewitt               | \$19,776    | Thorndale           | \$1,595     |
| Hickory Creek        | \$16,510    | Thornton            | \$270       |
| Hico                 | \$5,534     | Thorntonville       | \$87        |
| Hidalgo              | \$26,621    | Thrall              | \$825       |
| Hidalgo County       | \$1,253,103 | Three Rivers        | \$4,669     |
| Hideaway             | \$922       | Throckmorton        | \$29        |
| Higgins              | \$43        | Throckmorton County | \$5,695     |
| Highland Haven       | \$320       | Tiki Island         | \$2,178     |
| Highland Park        | \$43,383    | Timbercreek Canyon  | \$369       |
| Highland Village     | \$50,315    | Timpson             | \$12,642    |
| Hill Country Village | \$6,485     | Tioga               | \$2,390     |
| Hill County          | \$127,477   | Tira                | \$185       |
| Hillcrest            | \$5,345     | Titus County        | \$70,611    |
| Hillsboro            | \$46,609    | Toco                | \$4         |
| Hilshire Village     | \$859       | Todd Mission        | \$1,680     |
| Hitchcock            | \$28,796    | Tolar               | \$2,369     |
| Hockley County       | \$46,407    | Tom Bean            | \$2,293     |



|                       |             |                  |             |
|-----------------------|-------------|------------------|-------------|
| Holiday Lakes         | \$1,795     | Tom Green County | \$282,427   |
| Holland               | \$77        | Tomball          | \$34,620    |
| Holliday              | \$5,910     | Tool             | \$14,787    |
| Hollywood Park        | \$9,424     | Toyah            | \$40        |
| Hondo                 | \$115,288   | Travis County    | \$4,703,473 |
| Honey Grove           | \$7,196     | Trent            | \$63        |
| Hood County           | \$292,105   | Trenton          | \$3,089     |
| Hooks                 | \$2,702     | Trinidad         | \$5,859     |
| Hopkins County        | \$149,518   | Trinity          | \$23,652    |
| Horizon City          | \$7,520     | Trinity County   | \$105,766   |
| Horseshoe Bay         | \$48,173    | Trophy Club      | \$29,370    |
| Houston County        | \$78,648    | Troup            | \$7,918     |
| Houston               | \$7,021,793 | Troy             | \$5,320     |
| Howard County         | \$89,330    | Tulia            | \$8,911     |
| Howardwick            | \$84        | Turkey           | \$737       |
| Howe                  | \$9,177     | Tuscola          | \$138       |
| Hubbard               | \$3,635     | Tye              | \$1,766     |
| Hudson                | \$6,840     | Tyler            | \$723,829   |
| Hudson Oaks           | \$15,637    | Tyler County     | \$131,743   |
| Hudspeth County       | \$985       | Uhland           | \$1,545     |
| Hughes Springs        | \$4,442     | Uncertain        | \$185       |
| Humble                | \$73,952    | Union Grove      | \$994       |
| Hunt County           | \$309,851   | Union Valley     | \$666       |
| Hunters Creek Village | \$14,708    | Universal City   | \$28,428    |
| Huntington            | \$8,792     | University Park  | \$50,833    |
| Huntsville            | \$80,373    | Upshur County    | \$128,300   |
| Hurst                 | \$99,187    | Upton County     | \$8,499     |
| Hutchins              | \$9,551     | Uvalde           | \$18,439    |
| Hutchinson County     | \$74,630    | Uvalde County    | \$36,244    |
| Hutto                 | \$38,346    | Val Verde County | \$117,815   |
| Huxley                | \$738       | Valentine        | \$207       |
| Idalou                | \$1,999     | Valley Mills     | \$2,228     |
| Impact                | \$8         | Valley View      | \$1,824     |
| Indian Lake           | \$473       | Van              | \$6,206     |
| Industry              | \$604       | Van Alstyne      | \$43,749    |
| Ingleside on the Bay  | \$142       | Van Horn         | \$211       |
| Ingleside             | \$40,487    | Van Zandt County | \$248,747   |
| Ingram                | \$5,243     | Vega             | \$974       |
| Iola                  | \$3,164     | Venus            | \$9,792     |
| Iowa Colony           | \$4,090     | Vernon           | \$81,337    |

|                   |           |                       |           |
|-------------------|-----------|-----------------------|-----------|
| Iowa Park         | \$23,487  | Victoria              | \$84,598  |
| Iraan             | \$56      | Victoria County       | \$520,886 |
| Iredell           | \$216     | Vidor                 | \$95,620  |
| Irion County      | \$9,105   | Vinton                | \$622     |
| Irving            | \$427,818 | Volente               | \$333     |
| Italy             | \$5,349   | Von Ormy              | \$513     |
| Itasca            | \$8,694   | Waco                  | \$512,007 |
| Ivanhoe           | \$26      | Waelder               | \$3,427   |
| Jacinto City      | \$14,141  | Wake Village          | \$174     |
| Jack County       | \$14,799  | Walker County         | \$184,624 |
| Jacksboro         | \$23,254  | Waller County         | \$126,206 |
| Jackson County    | \$37,984  | Waller                | \$11,295  |
| Jacksonville      | \$80,179  | Wallis                | \$2,698   |
| Jamaica Beach     | \$4,913   | Walnut Springs        | \$183     |
| Jarrell           | \$2,423   | Ward County           | \$67,920  |
| Jasper            | \$78,422  | Warren City           | \$66      |
| Jasper County     | \$248,855 | Washington County     | \$83,727  |
| Jayton            | \$63      | Waskom                | \$5,346   |
| Jeff Davis County | \$8,500   | Watauga               | \$33,216  |
| Jefferson         | \$11,194  | Waxahachie            | \$152,094 |
| Jefferson County  | \$756,614 | Weatherford           | \$207,872 |
| Jersey Village    | \$36,347  | Webb County           | \$505,304 |
| Jewett            | \$9,338   | Webberville           | \$1,280   |
| Jim Hogg County   | \$12,718  | Webster               | \$53,202  |
| Jim Wells County  | \$166,539 | Weimar                | \$5,830   |
| Joaquin           | \$810     | Weinert               | \$234     |
| Johnson City      | \$3,581   | Weir                  | \$443     |
| Johnson County    | \$408,692 | Wellington            | \$9,111   |
| Jolly             | \$26      | Wellman               | \$383     |
| Jones County      | \$22,001  | Wells                 | \$1,357   |
| Jones Creek       | \$5,078   | Weslaco               | \$73,949  |
| Jonestown         | \$6,419   | West                  | \$3,522   |
| Josephine         | \$881     | West Columbia         | \$17,958  |
| Joshua            | \$20,619  | West Lake Hills       | \$17,056  |
| Jourdanton        | \$9,600   | West Orange           | \$42,452  |
| Junction          | \$4,825   | West Tawakoni         | \$6,995   |
| Justin            | \$8,575   | West University Place | \$34,672  |
| Karnes City       | \$11,632  | Westbrook             | \$43      |
| Karnes County     | \$35,249  | Westlake              | \$41,540  |
| Katy              | \$52,467  | Weston                | \$266     |

|                |           |                   |             |
|----------------|-----------|-------------------|-------------|
| Kaufman        | \$27,607  | Weston Lakes      | \$189       |
| Kaufman County | \$353,047 | Westover Hills    | \$4,509     |
| Keene          | \$38,296  | Westworth Village | \$7,842     |
| Keller         | \$79,189  | Wharton           | \$31,700    |
| Kemah          | \$28,325  | Wharton County    | \$72,887    |
| Kemp           | \$6,419   | Wheeler           | \$447       |
| Kempner        | \$330     | Wheeler County    | \$26,273    |
| Kendall County | \$100,643 | White Deer        | \$1,273     |
| Kendleton      | \$13      | White Oak         | \$15,305    |
| Kenedy         | \$676     | White Settlement  | \$23,304    |
| Kenedy County  | \$1,000   | Whiteface         | \$155       |
| Kenefick       | \$416     | Whitehouse        | \$29,017    |
| Kennard        | \$132     | Whitesboro        | \$18,932    |
| Kennedale      | \$21,024  | Whitewright       | \$7,098     |
| Kent County    | \$939     | Whitney           | \$73        |
| Kerens         | \$1,924   | Wichita County    | \$552,371   |
| Kermit         | \$5,652   | Wichita Falls     | \$832,574   |
| Kerr County    | \$218,452 | Wickett           | \$87        |
| Kerrville      | \$190,357 | Wilbarger County  | \$55,124    |
| Kilgore        | \$105,583 | Willacy County    | \$24,581    |
| Killeen        | \$535,650 | Williamson County | \$1,195,987 |
| Kimble County  | \$20,480  | Willis            | \$24,384    |
| King County    | \$1,000   | Willow Park       | \$26,737    |
| Kingsville     | \$20,083  | Wills Point       | \$43,765    |
| Kinney County  | \$2,142   | Wilmer            | \$426       |
| Kirby          | \$8,752   | Wilson            | \$12        |
| Kirbyville     | \$10,690  | Wilson County     | \$121,034   |
| Kirvin         | \$2       | Wimberley         | \$724       |
| Kleberg County | \$124,109 | Windcrest         | \$12,908    |
| Knollwood      | \$1,160   | Windom            | \$1,087     |
| Knox City      | \$1,962   | Windthorst        | \$3,385     |
| Knox County    | \$11,730  | Winfield          | \$290       |
| Kosse          | \$2,468   | Wink              | \$120       |
| Kountze        | \$19,716  | Winkler County    | \$61,163    |
| Kress          | \$186     | Winnsboro         | \$28,791    |
| Krugerville    | \$1,508   | Winona            | \$319       |
| Krum           | \$9,661   | Winters           | \$6,229     |
| Kurten         | \$686     | Wise County       | \$289,074   |
| Kyle           | \$51,835  | Wixon Valley      | \$441       |
| La Feria       | \$10,381  | Wolfe City        | \$5,466     |

|                 |          |               |           |
|-----------------|----------|---------------|-----------|
| La Grange       | \$9,623  | Wolfforth     | \$4,022   |
| La Grulla       | \$1,708  | Wood County   | \$267,048 |
| La Joya         | \$8,457  | Woodbranch    | \$9,617   |
| La Marque       | \$98,930 | Woodcreek     | \$358     |
| La Porte        | \$91,532 | Woodloch      | \$1,012   |
| La Salle County | \$14,975 | Woodsboro     | \$1,130   |
| La Vernia       | \$3,217  | Woodson       | \$122     |
| La Villa        | \$572    | Woodville     | \$20,340  |
| La Ward         | \$321    | Woodway       | \$25,713  |
| LaCoste         | \$159    | Wortham       | \$376     |
| Lacy-Lakeview   | \$11,599 | Wylie         | \$114,708 |
| Ladonia         | \$2,011  | Yantis        | \$2,072   |
| Lago Vista      | \$13,768 | Yoakum County | \$34,924  |
| Laguna Vista    | \$3,689  | Yoakum        | \$20,210  |
| Lake Bridgeport | \$232    | Yorktown      | \$5,447   |
| Lake City       | \$2,918  | Young County  | \$44,120  |
| Lake Dallas     | \$25,314 | Zapata County | \$56,480  |
| Lake Jackson    | \$75,781 | Zavala County | \$38,147  |
| Lake Tanglewood | \$613    | Zavalla       | \$1,088   |
| Lake Worth      | \$20,051 |               |           |



# EXHIBIT C

Exhibit C: TX Opioid Council & Health Care Region Allocations plus Administrative Costs  
70% of Total (\$700 million)

| Health Care Region Allocation*: \$693 million; Administrative Costs: \$7 million |                                                                                                                                                                                                                                                                                                                                                                                                               |               |
|----------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|
| Region                                                                           | Counties in Health Care Region                                                                                                                                                                                                                                                                                                                                                                                | Allocation    |
| 1                                                                                | Anderson, Bowie, Camp, Cass, Cherokee, Delta, Fannin, Franklin, Freestone, Gregg, Harrison, Henderson, Hopkins, Houston, Hunt, Lamar, Marion, Morris, Panola, Rains, Red, River, Rusk, Smith, Titus, Trinity, Upshur, Van, Zandt, Wood                                                                                                                                                                        | \$38,223,336  |
| 2                                                                                | Angelina, Brazoria, Galveston, Hardin, Jasper, Jefferson, Liberty, Nacogdoches, Newton, Orange, Polk, Sabine, San Augustine, San Jacinto, Shelby, Tyler                                                                                                                                                                                                                                                       | \$54,149,215  |
| 3                                                                                | Austin, Calhoun, Chambers, Colorado, Fort Bend, Harris, Matagorda, Waller, Wharton                                                                                                                                                                                                                                                                                                                            | \$120,965,680 |
| 4                                                                                | Aransas, Bee, Brooks, De Witt, Duval, Goliad, Gonzales, Jackson, Jim Wells, Karnes, Kenedy, Kleberg, Lavaca, Live Oak, Nueces, Refugio, San Patricio, Victoria                                                                                                                                                                                                                                                | \$27,047,477  |
| 5                                                                                | Cameron, Hidalgo, Starr, Willacy                                                                                                                                                                                                                                                                                                                                                                              | \$17,619,875  |
| 6                                                                                | Atascosa, Bandera, Bexar, Comal, Dimmit, Edwards, Frio, Gillespie, Guadalupe, Kendall, Kerr, Kinney, La Salle, McMullen, Medina, Real, Uvalde, Val Verde, Wilson, Zavala                                                                                                                                                                                                                                      | \$68,228,047  |
| 7                                                                                | Bastrop, Caldwell, Fayette, Hays, Lee, Travis                                                                                                                                                                                                                                                                                                                                                                 | \$50,489,691  |
| 8                                                                                | Bell, Blanco, Burnet, Lampasas, Llano, Milam, Mills, San Saba, Williamson                                                                                                                                                                                                                                                                                                                                     | \$24,220,521  |
| 9                                                                                | Dallas, Kaufman                                                                                                                                                                                                                                                                                                                                                                                               | \$66,492,094  |
| 10                                                                               | Ellis, Erath, Hood, Johnson, Navarro, Parker, Somervell, Tarrant, Wise                                                                                                                                                                                                                                                                                                                                        | \$65,538,414  |
| 11                                                                               | Brown, Callahan, Comanche, Eastland, Fisher, Haskell, Jones, Knox, Mitchell, Nolan, Palo Pinto, Shackelford, Stephens, Stonewall, Taylor                                                                                                                                                                                                                                                                      | \$9,509,818   |
| 12                                                                               | Armstrong, Bailey, Borden, Briscoe, Carson, Castro, Childress, Cochran, Collingsworth, Cottle, Crosby, Dallam, Dawson, Deaf Smith, Dickens, Donley, Floyd, Gaines, Garza, Gray, Hale, Hall, Hansford, Hartley, Hemphill, Hockley, Hutchinson, Kent, King, Lamb, Lipscomb, Lubbock, Lynn, Moore, Motley, Ochiltree, Oldham, Parmer, Potter, Randall, Roberts, Scurry, Sherman, Swisher, Terry, Wheeler, Yoakum | \$23,498,027  |
| 13                                                                               | Coke, Coleman, Concho, Crockett, Irion, Kimble, Mason, McCulloch, Menard, Pecos, Reagan, Runnels, Schleicher, Sterling, Sutton, Terrell, Tom Green                                                                                                                                                                                                                                                            | \$5,195,605   |
| 14                                                                               | Andrews, Brewster, Crane, Culberson, Ector, Glasscock, Howard, Jeff Davis, Loving, Martin, Midland, Presidio, Reeves, Upton, Ward, Winkler                                                                                                                                                                                                                                                                    | \$12,124,354  |
| 15                                                                               | El Paso, Hudspeth                                                                                                                                                                                                                                                                                                                                                                                             | \$17,994,285  |
| 16                                                                               | Bosque, Coryell, Falls, Hamilton, Hill, Limestone, McLennan                                                                                                                                                                                                                                                                                                                                                   | \$9,452,018   |
| 17                                                                               | Brazos, Burleson, Grimes, Leon, Madison, Montgomery, Robertson, Walker, Washington                                                                                                                                                                                                                                                                                                                            | \$23,042,947  |
| 18                                                                               | Collin, Denton, Grayson, Rockwall                                                                                                                                                                                                                                                                                                                                                                             | \$39,787,684  |
| 19                                                                               | Archer, Baylor, Clay, Cooke, Foard, Hardeman, Jack, Montague, Throckmorton, Wichita, Wilbarger, Young                                                                                                                                                                                                                                                                                                         | \$12,665,268  |
| 20                                                                               | Jim Hogg, Maverick, Webb, Zapata                                                                                                                                                                                                                                                                                                                                                                              | \$6,755,656   |
|                                                                                  | Administrative Costs                                                                                                                                                                                                                                                                                                                                                                                          | \$7,000,000   |

\* Each Region shall reserve 25% of its allocation for Targeted Funds under the guidelines of Exhibit A.



## *Jacksonville City Council*

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# AGENDA ITEM REPORT

|               |                           |              |                                                    |
|---------------|---------------------------|--------------|----------------------------------------------------|
| AGENDA DATE:  | 9/14/2021                 | ITEM NUMBER: | 16.                                                |
| DEPARTMENT:   | Administration            | PREPARED BY: | Greg Lowe, City Secretary                          |
| INITIATED BY: | Greg Lowe, City Secretary | EXHIBITS:    | 2021 Section 3 Presentation - City of Jacksonville |

### EXECUTIVE SUMMARY:

New requirements regarding Section 3 reporting have been put in place by Texas Department of agriculture in regards to our downtown sidewalk grant. As a part of that, the city is required to provide Section 3 information to City Council. This is for informational purposes only.

### RECOMMENDED ACTION:

No action is necessary. Information only.

### BID AND AWARD:

N/A

### BUDGET DATA:

N/A

### BUDGET JUSTIFICATION:

N/A

**BACKGROUND:**

The City of Jacksonville received a Texas Department of Agriculture downtown revitalization grant to install new sidewalks. This is a requirement of that grant.

**POLICY/GOAL CONSIDERATION:**

Continue improving public facilities and infrastructure for the citizens of Jacksonville.

**LEGAL:**

Required by Texas Department of Agriculture.



# Section 3 Presentation to City of Jacksonville



The City of Jacksonville recently received the following grant award:

- Grant Contract No. 7220072
- Award Amount: \$500,000
- Project: Sidewalk Improvements



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The grant is funded through the  
Community Development Block Grant, via:

- U.S. Department of Housing and Urban  
Development

and

- Texas Department of Agriculture



## Section 3 Concepts

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- As a condition of funding, the City must comply with Section 3 of the Housing and Urban Development Act of 1968.
- To the greatest extent feasible, Grant Recipients must direct economic opportunities generated by CDBG funds to low- and very low-income persons.





## Section 3 Concepts

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In part, this means ensuring that:

- Section 3 Businesses have the information to submit a bid or proposal for the project; and
- Section 3 Workers have information about any available job opportunities related to the project.

For precise definitions, see TxCDBG Policy Issuance 20-01



## Section 3 Business

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A company may qualify as a Section 3 Business if:

- it is owned by low-income persons;
- it is owned by Section 8-Assisted housing residents; or
- 75% of all labor hours for the business in a 3 month period are performed by Section 3 Workers

Register at:

- HUD's Section 3 website:  
<https://portalapps.hud.gov/Sec3BusReg/BRegistry/RegisterBusiness>



## Section 3 Business

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This project is expected to include the following contracting opportunities:

- Grant Administration services (previously selected)
- Engineering Services (previously selected)
- Prime Contractor for sidewalk improvements
- Subcontractors – pending



## Section 3 Worker

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You may qualify as a Section 3 Worker if:

- Your annual income is below the county threshold for your family size:
- You are a current or recent Youthbuild participant

Register your information and search for opportunities at:

- WorkInTexas.gov
- HUD's Section 3 Opportunity Portal  
<https://hudapps.hud.gov/OpportunityPortal/>

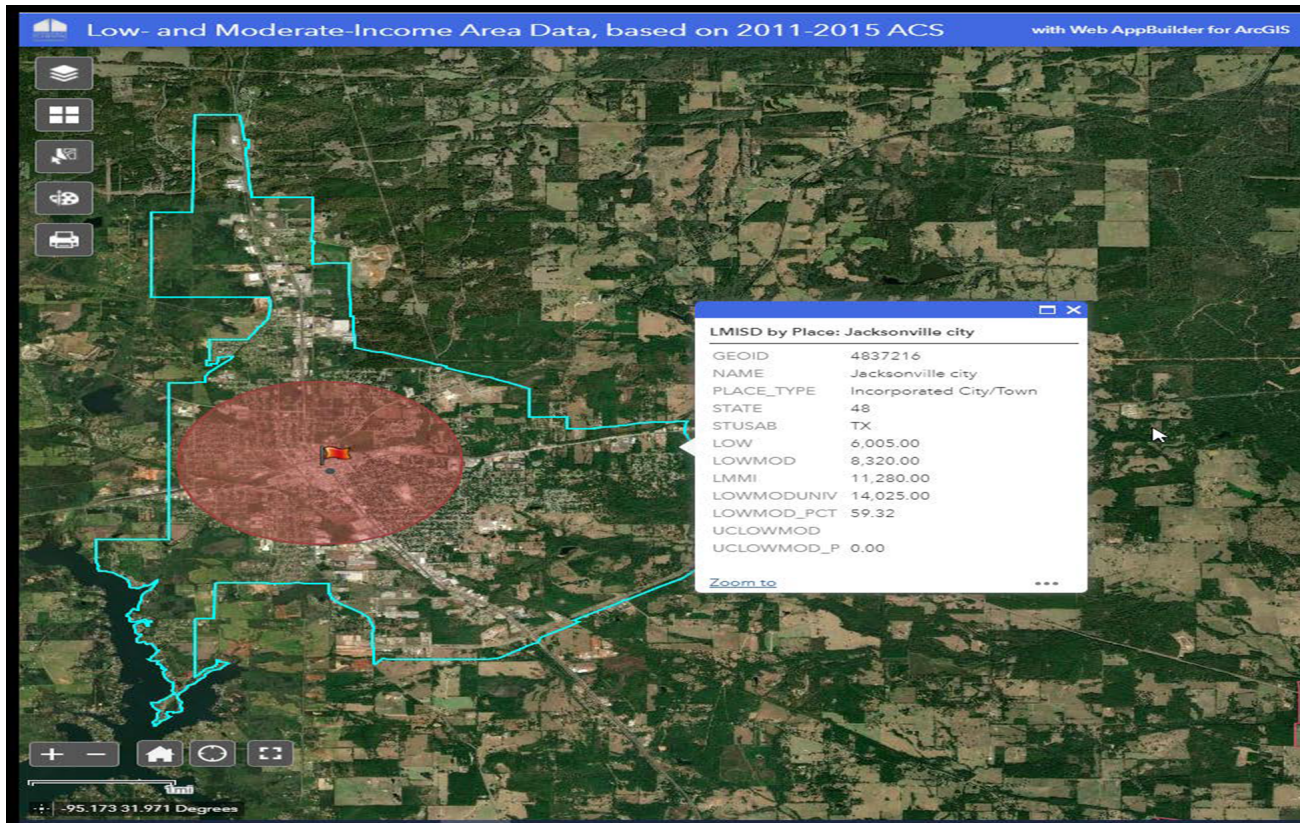




## Targeted Section 3 Worker

Section 3 Workers that reside near the project location may also qualify as Targeted Section 3 Workers.

For this project, that service area is defined by this map:





## Recordkeeping

The City will track all hours worked on the project based on the three categories of workers.

This will require collection of certain income information.





## For More Information

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TxCDBG Policy Issuance 20-01

REVISED Policy Issuance 20-01 Section 3 v1.pdf  
(texasagriculture.gov)

24 CFR Part 75

Electronic Code of Federal Regulations (eCFR)

City of Jacksonville



## *Jacksonville City Council*

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# AGENDA ITEM REPORT

|               |                           |              |                                                                                                                           |
|---------------|---------------------------|--------------|---------------------------------------------------------------------------------------------------------------------------|
| AGENDA DATE:  | 9/14/2021                 | ITEM NUMBER: | 17.                                                                                                                       |
| DEPARTMENT:   | Administration            | PREPARED BY: | Greg Lowe, City Secretary                                                                                                 |
| INITIATED BY: | Greg Lowe, City Secretary | EXHIBITS:    | 19.IV-Operation of Vehicles 19-128 One Way Streets and Alleys 21067 Deletion v01.00 09.09.2021, Barricades at Nacogdoches |

### EXECUTIVE SUMMARY:

In anticipation of heavy traffic flow from the opening of the Chic-Fil-A, council passed an ordinance making a portion of Nacogdoches street a one-way street. This prevented traffic from accessing hwy 69 from Nacogdoches and provided safer traffic flow during heavy traffic periods. The initial heavy traffic flow has subsided and staff is requesting to allow traffic to enter 69 from Nacogdoches St.

### RECOMMENDED ACTION:

Approve and ordinance amending section to delete article IV, Section 19-128(b) of the code of ordinances.

### BID AND AWARD:

### BUDGET DATA:

### BUDGET JUSTIFICATION:



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

Provide safe traffic flow.

**LEGAL:**

Counsel prepared the ordinance.

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF JACKSONVILLE, TEXAS AMENDING TO DELETE CHAPTER 19, ARTICLE IV, SECTION 19-128(b) OF THE CODE OF ORDINANCES WHICH DESIGNATED A PORTION OF NACOGDOCHES STREET AS A ONE WAY STREET.**

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

**WHEREAS**, from time to time it may enhance the public safety of the residents of the City of Jacksonville to designate one way streets or change one way streets into two way streets and alleys in order to increase the safety of the use of the streets; and

**WHEREAS**, the City Council of the City of Jacksonville, Texas has determined the health, safety and welfare of the public will be served by the ceasing to designate a portion of Nacogdoches Street as a one way street.

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

**Section 1.** Chapter 19, Article IV of the City of Jacksonville Code of Ordinances shall delete Section 19-128(b) which read:

Section 19-128. One Way Streets and Alleys.

(b) The City Council designates that portion of Nacogdoches Street beginning at South Jackson Street (Highway 69) continuing easterly approximately 12 feet as a one way street and travel is limited to one way in an easterly direction along that portion of Nacogdoches Street.

**Section 2. Severability.** It is the intention of the City Council of the City of Jacksonville, Texas that if any phrase, sentence, section or paragraph of this ordinance be declared unconstitutional or otherwise invalid by final judgment by a court of competent jurisdiction, such unconstitutionality or invalidity shall not affect any of the remainder of this ordinance since the same would have been enacted by the City Council without the incorporation of the unconstitutional or invalid phrase, sentence, section or paragraph.

**Section 3. Compliance.** A notice was posted and this ordinance was passed in accordance with the Texas Open Meetings Act.

**Section 4. Effectiveness.** The City Council of the City of Jacksonville, Texas declares that this ordinance shall go into effect after its passage, approval and publication according to law.

PASSED AND ADOPTED the \_\_\_\_\_ day of \_\_\_\_\_, 2021.

**CITY OF JACKSONVILLE, TEXAS**

By: \_\_\_\_\_  
Randy Gorham, Mayor

**ATTEST:**

\_\_\_\_\_  
Greg Lowe, City Secretary

**APPROVED AS TO FORM:**

\_\_\_\_\_  
D. Brett Brewer, City Attorney



## Barricades at Hwy 69 and Nacogdoches

McDonald's

## LOCATION OF EXISTING BARRICADES





## *Jacksonville City Council*

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# AGENDA ITEM REPORT

|               |                                |              |                                                                                          |
|---------------|--------------------------------|--------------|------------------------------------------------------------------------------------------|
| AGENDA DATE:  | 9/14/2021                      | ITEM NUMBER: | 18.                                                                                      |
| DEPARTMENT:   | Administration                 | PREPARED BY: | Greg Lowe, City Secretary                                                                |
| INITIATED BY: | James Hubbard, CITY<br>MANAGER | EXHIBITS:    | Ordinance Deleting Ordinance No.<br>1603 Prohibiting Through Traffic,<br>Deveraux Street |

### EXECUTIVE SUMMARY:

Last month council voted to close Deveraux St. between Bolton and Bonner to thru traffic. Due to an administrative decision to modify the traffic flow on the Public Safety Complex property staff has reviewed that decision and determined that the street can remain open to thru traffic. Staff is requestion council reverse its previous decision and leave the street open to thru traffic.

### RECOMMENDED ACTION:

Approve an ordinance deleting ordinance 1603 and allowing for thru traffic.

### BID AND AWARD:

### BUDGET DATA:

### BUDGET JUSTIFICATION:

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

Maintain functioning traffic flow.

**LEGAL:**

Counsel prepared the ordinance.

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF JACKSONVILLE, TEXAS, AMENDING TO DELETE ORDINANCE NO. 1603 WHICH PROHIBITED THROUGH TRAFFIC ON DEVEREAUX STREET, FROM SOUTH BONNER TO SOUTH BOLTON AND FROM BOLTON TO SOUTH BONNER WITHIN THE CITY OF JACKSONVILLE, CHEROKEE COUNTY, TEXAS; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, it has been determined by the City Council of the City of Jacksonville, Texas that prohibiting unrestricted traffic through portions of Devereaux Street is no longer necessary; and

**WHEREAS**, use of Devereaux Street in an unrestricted manner will allow a faster response time for emergency vehicles entering or exiting the Jacksonville Public Safety Complex.

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

1. The "No Through Traffic Routes" upon the following streets and avenues in the City of Jacksonville are and the ordinance designating them as such is hereby repealed:
  - a. Devereaux Street, traveling eastbound from South Bonner to South Bolton
  - b. Devereaux Street, traveling westbound from South Bolton to South Bonner
2. Any traffic signs and barriers marking the above described route and location and identifying the route to be "No Thru Traffic" shall be removed from the affected location.
3. The effective date of this Ordinance shall be upon its passage and publication is made of the caption of this Ordinance as required by law.

Passed and adopted the \_\_\_\_\_ day of September, 2021.

**CITY OF JACKSONVILLE, TEXAS**

By: \_\_\_\_\_  
Randy Gorham, Mayor

**ATTEST:**

---

Greg Lowe, City Secretary

**APPROVED AS TO FORM:**

---

D. Brett Brewer, City Attorney



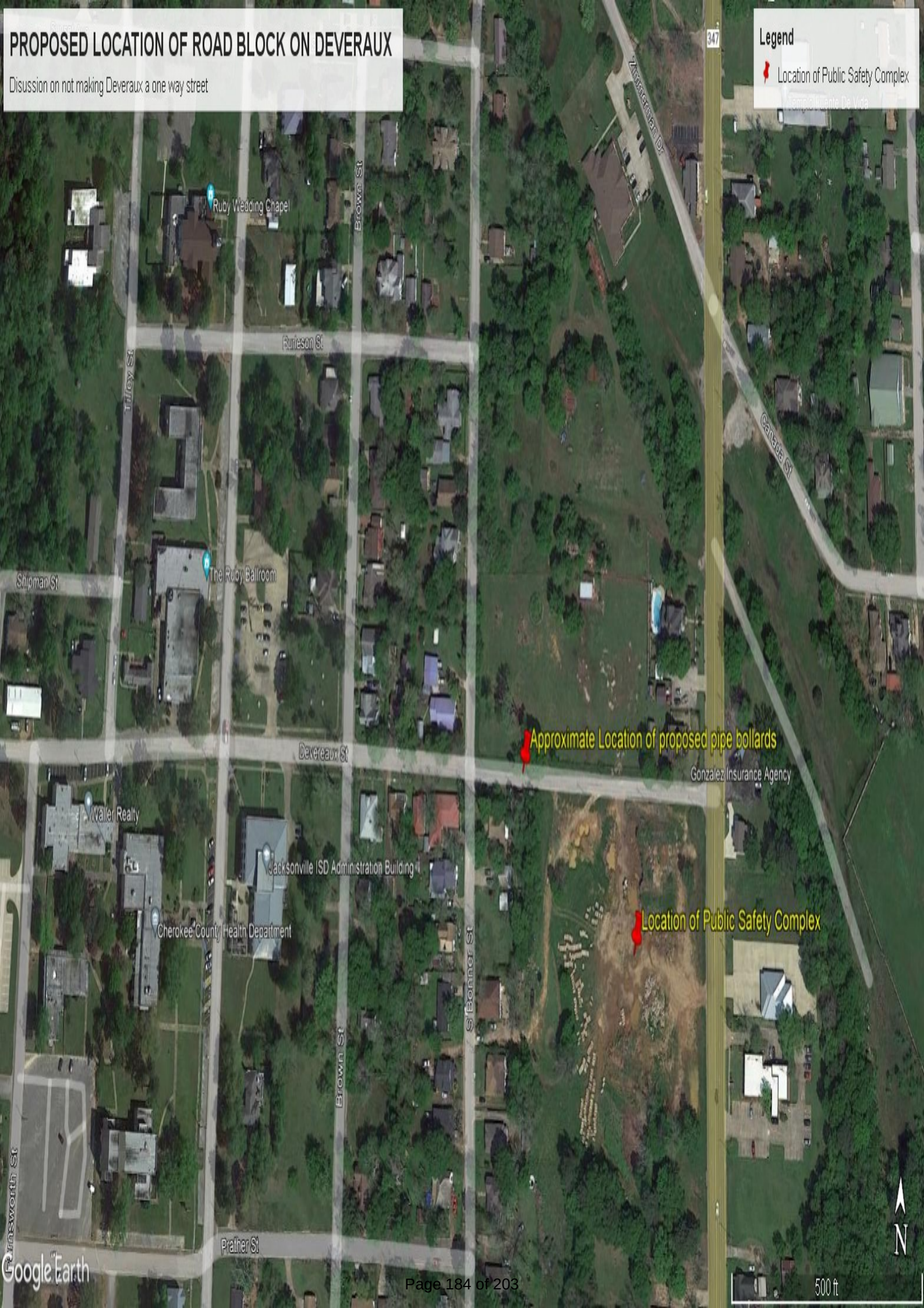
# PROPOSED LOCATION OF ROAD BLOCK ON DEVERAUX

Disussion on not making Deveraux a one way street

Legend

 Location of Public Safety Complex

 Approximate Location of proposed pipe bollards







## *Jacksonville City Council*

---

# AGENDA ITEM REPORT

|               |                           |              |                                                                                                                                                                                |
|---------------|---------------------------|--------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| AGENDA DATE:  | 9/14/2021                 | ITEM NUMBER: | 20.                                                                                                                                                                            |
| DEPARTMENT:   | Council and Board         | PREPARED BY: | Greg Lowe, City Secretary                                                                                                                                                      |
| INITIATED BY: | Greg Lowe, City Secretary | EXHIBITS:    | August 2021 Communications Report, Police Report Aug2021, Copy of Copy of Copy of Copy of August 2021 Council Report Fire, Library Report August 2021, Museum Report August 21 |

### EXECUTIVE SUMMARY:

The following are departmental reports and part of the city manager's report.

### RECOMMENDED ACTION:

No action. Information only.

### BID AND AWARD:

### BUDGET DATA:

### BUDGET JUSTIFICATION:

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

The City manager is required to give a monthly report to council.





# 01 COMMUNICATION & TOURISM REPORT

August 2021







# Official Marketing Channels



05



[jacksonvilletx.org](http://jacksonvilletx.org)



[explorejacksonvilletx.org](http://explorejacksonvilletx.org)



Constant Contact

- General Interest
- Explore Jacksonville
- Lake Jacksonville
- Public Library
- Press



Facebook

- City of Jacksonville
- Animal Shelter
- Explore Jacksonville
- Fire Department
- Police Department
- Jacksonville Library
- Keep Jacksonville Beautiful



Instagram

- Explore Jacksonville



YouTube

- City Channel
- Explore Jacksonville Channel



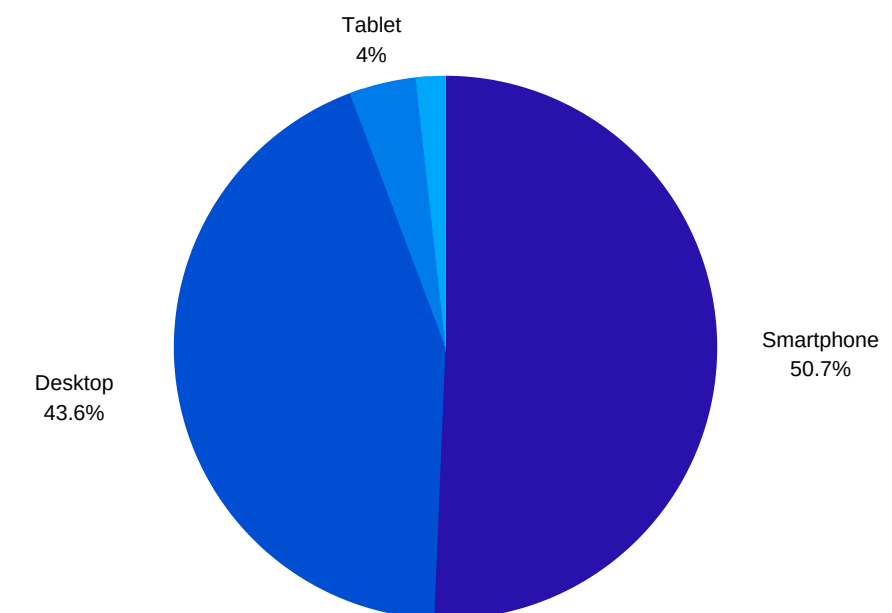
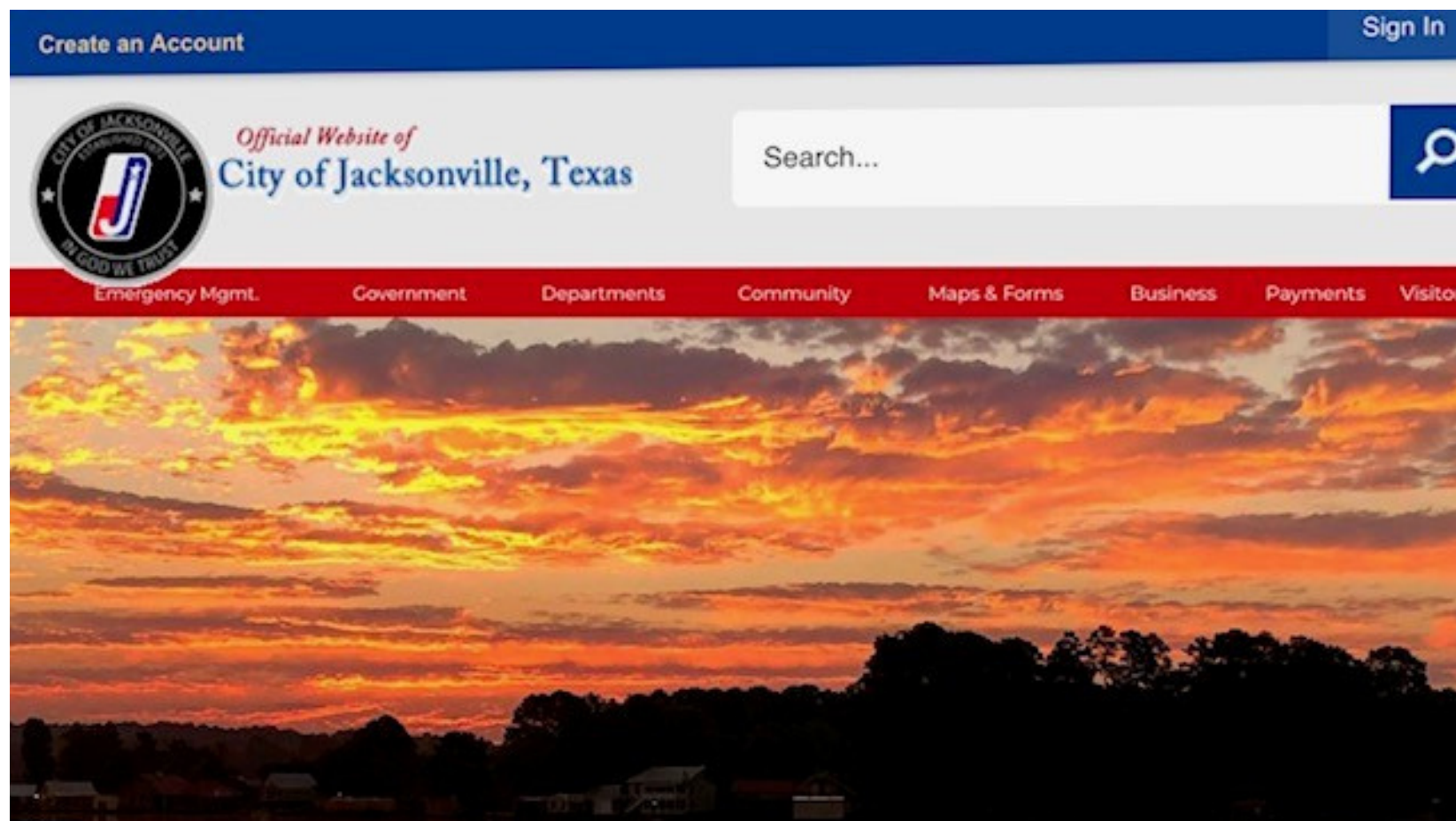
## Website Analytics

# WEBSITE

**August Visits**  
**13,293**

**Page Views: 21,779**

- **Smartphone:** 6,734
- **Desktop:** 5,797
- **Tablet:** 527
- **Unknown:** 235
- **Average Duration Time:** 1 min 45 sec





# City of Jacksonville



**Total Followers: 7,858**  
**+61** for August  
**Total Likes: 7,655**  
**+60** for August

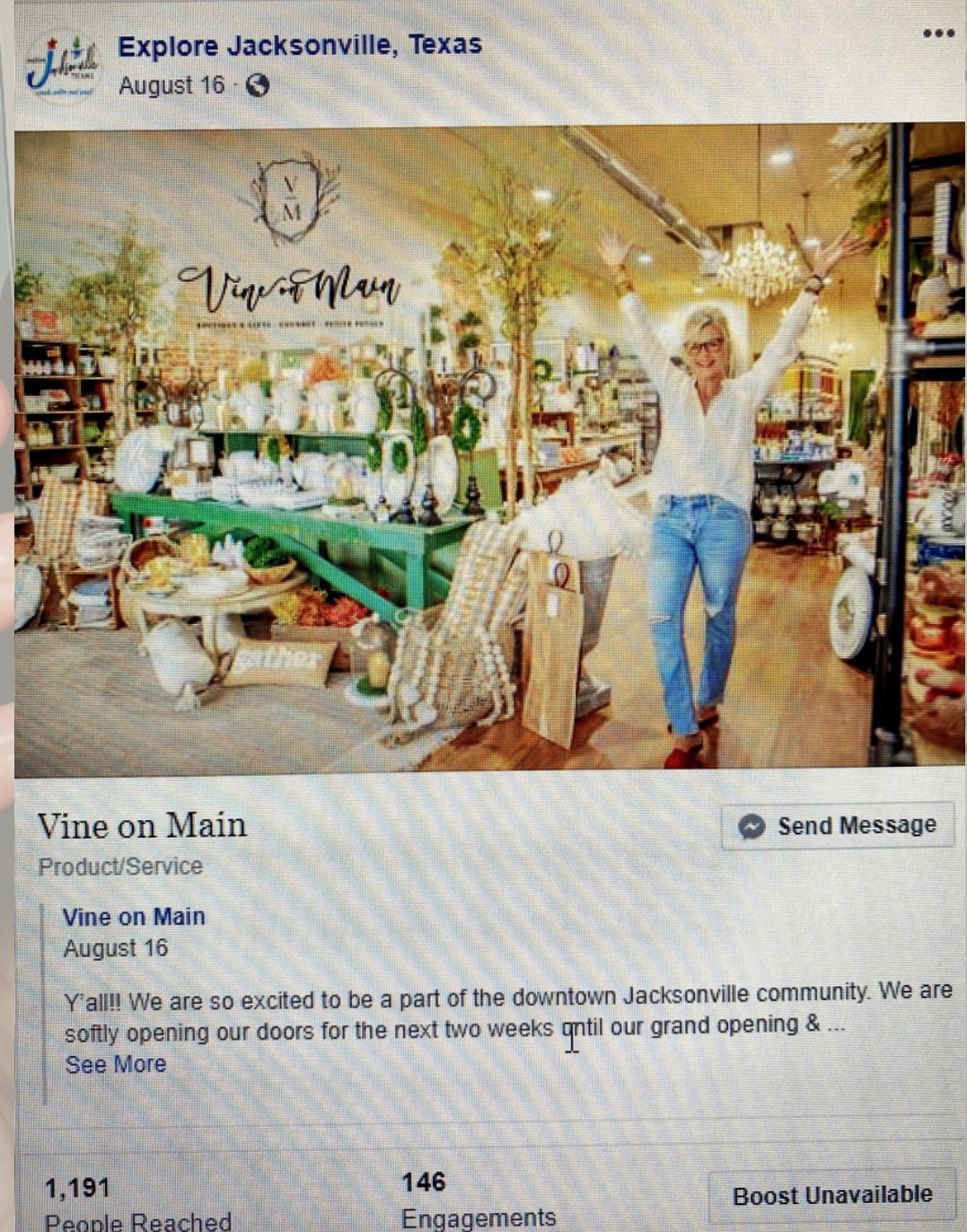


**TOP POST : 17,900**

# Explore Jacksonville

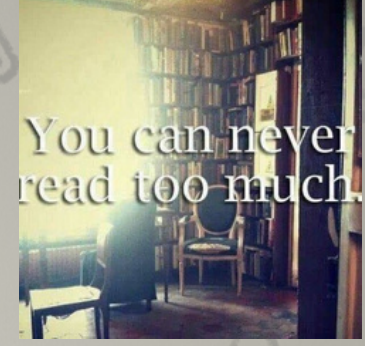


**Total Followers: 7,188**  
**+6** for August  
**Total Likes: 7,102**  
**+2** for August



**TOP POST : 1,191**

# Jacksonville Library



**Total Followers: 1,364**  
**+92** for August  
**Total Likes : 1,275**  
**+15** for August



**TOP POST : 3,028**



# Fire Department



**Total Followers: 1,779**  
**+35** for August  
**Total Likes: 1,715**  
**+31** for August

**Jacksonville Fire Department**  
Aug 13 · 🌐

Congratulations to Geoff Marshall! 🚒🏆



**SPOTLIGHT EMPLOYEE  
OF THE MONTH!**

**GEOFF MARSHALL**

Geoff Marshall has worked for the City of Jacksonville as a Firefighter/Paramedic since 2014. Geoff's attention to detail and passion for helping others makes him a tremendous asset to the Jacksonville Fire Department.

*Thank you for all that you do for the City of Jacksonville, Geoff Marshall!*

☆☆☆



 70

6 Comments 2 Shares

 Like  Comment  Share



**TOP POST : 1,347**

# Police Department



**Total Followers: 8,476**  
**+148** for August  
**Total Likes: 8,038**  
**+131** for August



Posted by Steven Markasky  
Aug 10 · 🌐

Alright Facebook warriors,these females were involved in a hit and run. If you know them, let us know!  
9035862546 - CASE# 2021014720



07/02/2021 20:38:38













































































# Keep Jville Beautiful



**Total Followers: 1,615**  
**-3 for August**  
**Total Likes: 1,625**  
**-4 for August**

**Keep Jacksonville Beautiful**

Posted by Melissa Monthie Hardy  
Aug 19 · 🌐

Congratulations to Barry and Jana Autry, owners of Autry Funeral Home, for receiving the 'Beauty in Business' award! Your lawn and gardens are immaculat... See More



  67

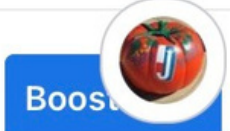
10 Comments 1 Share

 Like

 Comment

 Share

750 people reached >



**TOP POST : 750**

# Explore Jacksonville



**Total Followers: 489**  
**+8 for August**

Lake Jacksonville, Jacksonville Texas



[View Insights](#)

[Promote](#)

 Liked by elznerfarms and 37 others

explorejacksonvilletx The many colors of Lake Jacksonville. #lakejacksonvilletexas #jacksonvilletx

# Constant Contact Email



**Total Contacts: 1,448**  
**+4 for August**  
**Open rate: 40%**  
**+ 18% over industry avg.**



**TOTAL EMAILS: 1,387**





## City Channel

- **Subscribers: 183**  
+ 2 August
- **Top Post: 8/10/21 City Council Meeting 34 views**  
**90 total views for August 2021**



## Explore Jacksonville Channel

- **Subscribers: 17**
- +1 August
- **Top Post: Jville HGTV Hometown Submission - 996 views**  
**86 total views for August 2021**

# JACKSONVILLE POLICE DEPARTMENT



## MONTHLY REPORT

August, 2021



### POLICE PERSONNEL

| ACTIVITY                  | August, 2021 | Fiscal Year<br>Oct. 1st - YTD | Notes: |
|---------------------------|--------------|-------------------------------|--------|
| TCOLE Training Hours      | 193          | 2,168                         |        |
| Community Meetings        | 3            | 35                            |        |
| Lake Patrol Hours         | 32           | 119                           |        |
| Volunteer Hours           | 38           | 1,033                         |        |
| Volunteer Security Checks | 61           | 966                           |        |
| Open Records Requests     | 32           | 227                           |        |
| Special Events            | 0            | 11                            |        |

### PART 1 UCR CRIMES

| OFFENSE CATEGORY         | August, 2021 | Fiscal Year<br>Oct. 1st - YTD | Notes: |
|--------------------------|--------------|-------------------------------|--------|
| <b>Murder</b>            | <b>0</b>     | <b>1</b>                      |        |
| <b>Rape</b>              | <b>2</b>     | <b>24</b>                     |        |
| <b>Robbery</b>           | <b>0</b>     | <b>2</b>                      |        |
| Individual               | 0            | 1                             |        |
| Business                 | 0            | 1                             |        |
| <b>Assaults</b>          | <b>11</b>    | <b>190</b>                    |        |
| Aggravated               | 1            | 44                            |        |
| Other Assaults           | 10           | 146                           |        |
| <b>Burglary</b>          | <b>5</b>     | <b>72</b>                     |        |
| Habitation               | 2            | 26                            |        |
| Building                 | 3            | 46                            |        |
| <b>Theft</b>             | <b>16</b>    | <b>140</b>                    |        |
| Burglary Vehicle         | 3            | 22                            |        |
| Burglary Coin-Op Machine | 0            | 4                             |        |
| Thefts                   | 13           | 114                           |        |
| Motor Vehicle Theft      | 1            | 27                            |        |
| <b>TOTAL OFFENSES</b>    | <b>35</b>    | <b>456</b>                    |        |



## TRAFFIC ACCIDENT SUMMARY

| ACTIVITY                | August, 2021 | Fiscal Year<br>Oct. 1st - YTD | Notes: |
|-------------------------|--------------|-------------------------------|--------|
| Motor Vehicle Accidents | 34           | 306                           |        |
| Injury Accidents        | 7            | 69                            |        |
| Number Transported      | 4            | 60                            |        |
| Fatality Accidents      | 0            | 2                             |        |
| Fatalities              | 0            | 2                             |        |

## COMMUNICATIONS DIVISION ACTIVITY

| ACTIVITY           | August, 2021 | Fiscal Year<br>Oct. 1st - YTD | Notes: |
|--------------------|--------------|-------------------------------|--------|
| NCIC/TCIC Entries  | 8            | 100                           |        |
| 911 Calls - Total  | 1,677        | 12,597                        |        |
| 911 Calls - Police | 450          | 3,025                         |        |
| 911 Calls - Fire   | 104          | 431                           |        |
| 911 Calls - EMS    | 319          | 2,576                         |        |

## PATROL DIVISION ACTIVITY

| ACTIVITY                         | August, 2021 | Fiscal Year<br>Oct. 1st - YTD | Notes: |
|----------------------------------|--------------|-------------------------------|--------|
| Calls for Service                | 1,328        | 25,962                        |        |
| Offense Reports Taken            | 111          | 1,330                         |        |
| Patrol Div. Citations            | 227          | 4,846                         |        |
| Response Time Avg- Emergency     | 7.80         | 5.99                          |        |
| Response Time Avg- Non-Emergency | 6.41         | 5.00                          |        |

## TRAFFIC DIVISION ACTIVITY

| ACTIVITY               | August, 2021 | Fiscal Year<br>Oct. 1st - YTD | Notes: |
|------------------------|--------------|-------------------------------|--------|
| Traffic Accidents      | 2            | 4                             |        |
| Calls for Service      | 18           | 150                           |        |
| Traffic Stops          | 140          | 1,702                         |        |
| Traffic Div. Citations | 100          | 1,261                         |        |
| STEP Citations*        | 43           | 383                           |        |
| STEP Hours Worked      | 25           | 208                           |        |

\* STEP citations included in total citations



## CRIMINAL INVESTIGATION ACTIVITY

| ACTIVITY                  | August, 2021 | Fiscal Year<br>Oct. 1st - YTD | Notes: |
|---------------------------|--------------|-------------------------------|--------|
| Cases Assigned            | 67           | 573                           |        |
| Cases Cleared             | 38           | 499                           |        |
| Cases Filed (Misdemeanor) | 31           | 268                           |        |
| Cases Filed (Felony)      | 41           | 279                           |        |
| Cases Filed (Juvenile)    | 3            | 12                            |        |

## ARRESTS

| ACTIVITY              | August, 2021 | Fiscal Year<br>Oct. 1st - YTD | Notes: |
|-----------------------|--------------|-------------------------------|--------|
| DWI Arrests           | 1            | 47                            |        |
| Adult Arrests         | 31           | 605                           |        |
| City Warrants Cleared | 23           | 714                           |        |
| Drug Related Arrests  | 4            | 145                           |        |
| Juvenile Arrests      | 1            | 12                            |        |

## CODE ENFORCEMENT ACTIVITY

| ACTIVITY                      | August, 2021 | Fiscal Year<br>Oct. 1st - YTD | Notes: |
|-------------------------------|--------------|-------------------------------|--------|
| Inspections - Trash & Rubbish | 10           | 603                           |        |
| Junk Vehicles                 | 2            | 161                           |        |
| Grass/Weeds                   | 37           | 331                           |        |
| Illegal Signs                 | 22           | 475                           |        |
| Unsanitary-Unsafe Conditions  | 0            | 6                             |        |
| Vendors                       | 4            | 69                            |        |
| Other                         | 1            | 26                            |        |
| Resolved - Trash & Rubbish    | 8            | 652                           |        |
| Junk Vehicles                 | 2            | 78                            |        |
| Grass/Weeds                   | 23           | 231                           |        |
| Illegal Signs                 | 22           | 475                           |        |
| Unsanitary-Unsafe Conditions  | 0            | 3                             |        |
| Vendors                       | 4            | 70                            |        |
| Other                         | 1            | 12                            |        |

## ANIMAL SERVICES ACTIVITY

| ACTIVITY                   | August, 2021 | Fiscal Year<br>Oct. 1st - YTD | Notes:                                      |
|----------------------------|--------------|-------------------------------|---------------------------------------------|
| Dogs - Intake              | 8            | 325                           | Donated materials include dog and cat food. |
| Dogs - Adopted / Rescued   | 10           | 232                           |                                             |
| Dogs - Reclaimed by Owner  | 0            | 75                            |                                             |
| Cats - Intake              | 2            | 171                           |                                             |
| Cats - Adopted / Rescued   | 5            | 70                            |                                             |
| Cats - Reclaimed by Owner  | 0            | 3                             |                                             |
| Calls for Service Total    | 72           | 917                           |                                             |
| Barking Dogs               | 0            | 28                            |                                             |
| Loose Animals              | 17           | 325                           |                                             |
| Other Wildlife - Livestock | 4            | 40                            |                                             |
| Value of Donated Materials | \$165        | \$5,932                       |                                             |
| Volunteer Hours            | 28           | 464                           |                                             |
| Community Service Hours    | 273          | 3,103                         |                                             |



## Fire Department

### August Council Report



| Fire Responses              |            |
|-----------------------------|------------|
| EMS Backups                 | 79         |
| Vehicle/Trailer Fires       | 2          |
| Structure Fire              | 4          |
| Structure Fire-Fully Active | 4          |
| Fire Alarms                 | 60         |
| Brush Fire Mutual Aid       | 2          |
| Misc. Fires                 | 21         |
| Motor Vehicle Assists       | 22         |
| <b>TOTAL</b>                | <b>194</b> |

#### Notes For Council:

In the month of August, out of town transport numbers are relatively low compared to previous months. This is due to hospitals adopting protocol to settle non-Covid 19 pt.'s in place, and delivering higher levels of care to the patients as opposed to delivering to higher level of care facilities. This initiative was brought about to minimize Covid 19 exposures to these patients. However, JFD has experienced an increase in emergency medical calls to service. Most of the additional calls to service have been Covid 19 related.

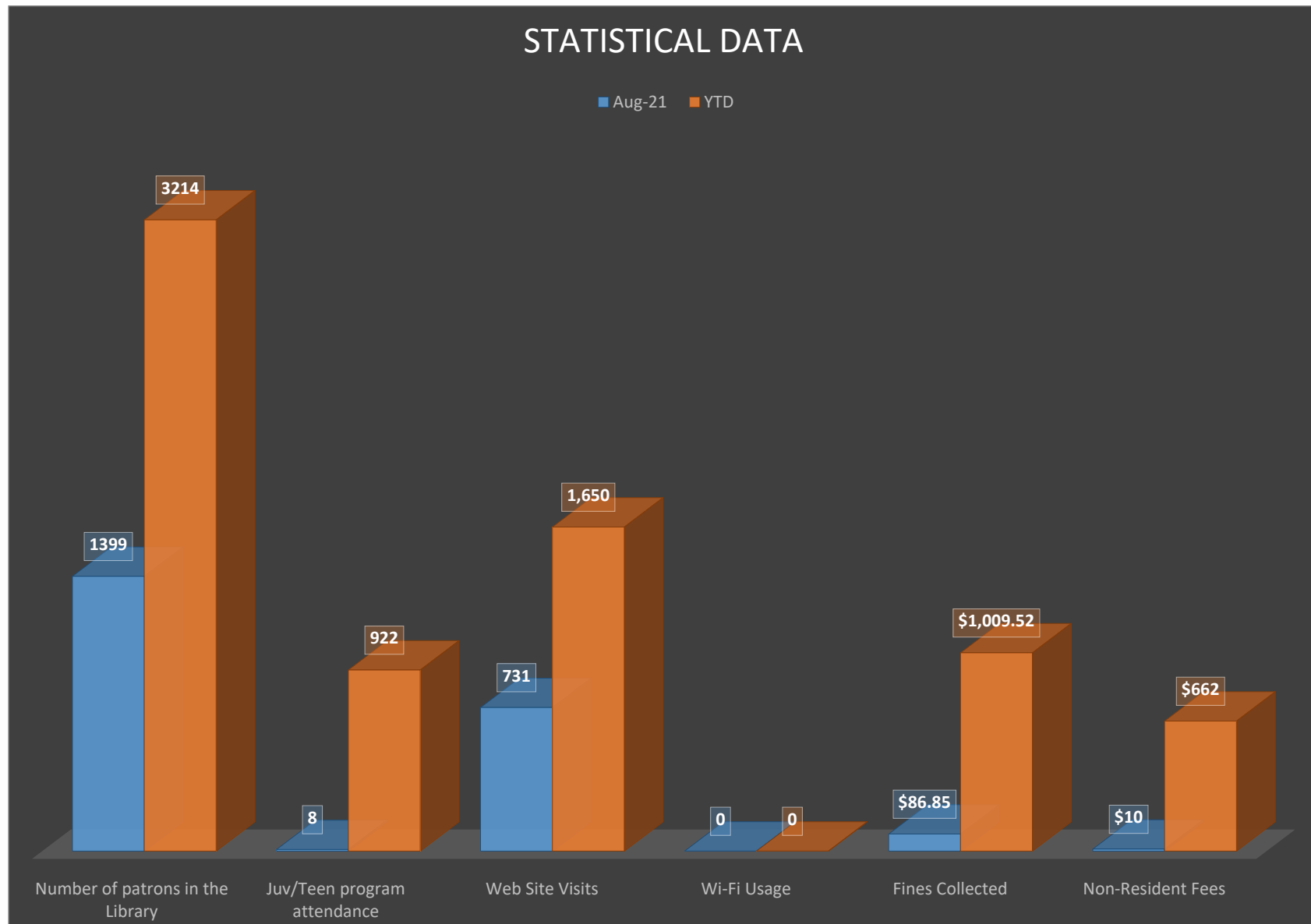
| EMS Report                    |            |
|-------------------------------|------------|
| Out of Town Transfers         | 20         |
| Christus Tyler                | 12         |
| UT Tyler                      | 6          |
| Rusk Nursing Home Transfers   | 2          |
| Treatment no Transports       | 101        |
| Airport Flight Crew Transport | 1          |
| Total 911 EMS Transports      | 185        |
|                               |            |
| <b>TOTAL</b>                  | <b>327</b> |

The Jacksonville Fire Department has acquired two new hires to the team. Both of which are now in the Field Training Program. JFD has one more position to fill, and are currently awaiting applications to set up interviews.

|                               |    |
|-------------------------------|----|
| <b>Fire Marshall's Office</b> |    |
| Fire Inspections              | 20 |
| Fire Investigations           | 3  |
| Fire Permits                  | 6  |
| Plan Review/Meetings          | 10 |
| Fire Prevention/Tours         | 2  |
| Bailiff Hours                 | 16 |
|                               |    |
|                               |    |
|                               |    |



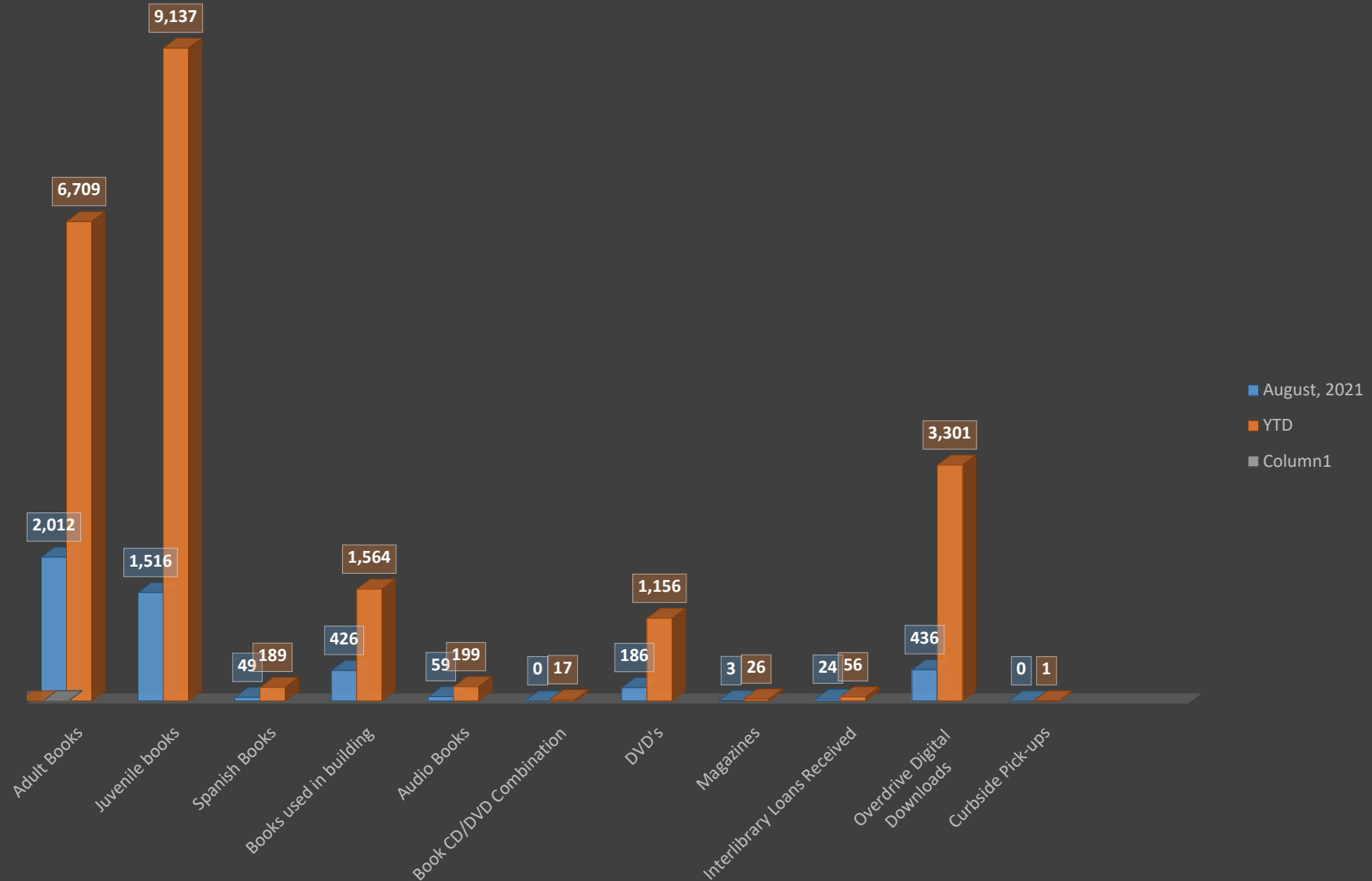
CITY OF JACKSONVILLE  
PUBLIC LIBRARY  
MONTHLY REPORT  
August 2021



- LIBRARY OPENED MAY 27, 2021

CITY OF JACKSONVILLE  
PUBLIC LIBRARY  
MONTHLY REPORT  
August 2021

TOTAL ITEM CIRCULATION



**CITY OF JACKSONVILLE  
PUBLIC LIBRARY  
MONTHLY REPORT  
August 2021**

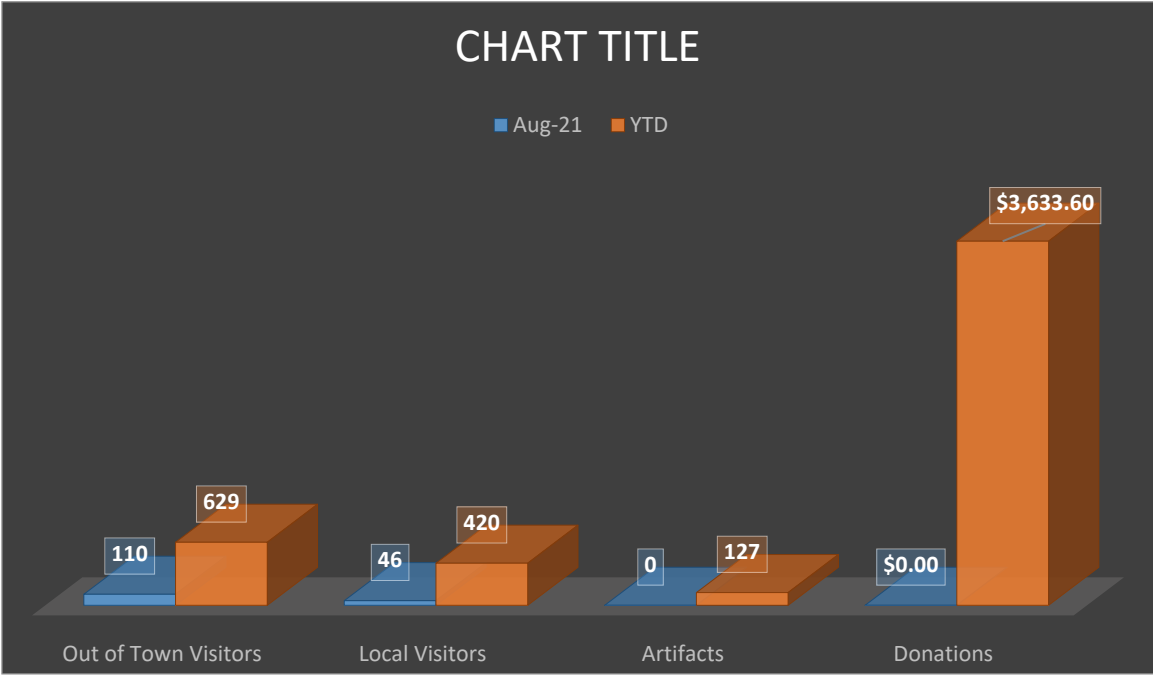
The library reopened May 27, 2021.

Items provided to other libraries through Interlibrary Loan: 11 monthly / YTD 37 total.

Book and DVD gifts to the library for the month of May: 16 items / YTD 18 items.

The data for this report was gathered on August 27, 2021.

CITY OF JACKSONVILLE  
Vanishing Texana Museum  
MONTHLY REPORT  
August 2021



August 2021 --- total museum visitors - 156

Artifacts inventory for June = 40