



THE CITY OF JACKSONVILLE

**JACKSONVILLE CITY COUNCIL MEETING
JACKSONVILLE CITY HALL COUNCIL CHAMBERS
315 S. RAGSDALE
TUESDAY, NOVEMBER 12, 2024
6:00 PM**

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

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

-
- 1. 5:15 PM CLOSED EXECUTIVE SESSION CITY HALL CONFERENCE ROOM-PER OPEN MEETINGS ACT-PER TEXAS GOVERNMENT CODE SECTION:
 - A. 551.071 CONSULT CITY ATTORNEY**
 - B. 551.072 REAL PROPERTY****
 - 2. CALL TO ORDER**
 - 3. INVOCATION**
 - 4. PLEDGE OF ALLEGIANCE US & TEXAS FLAGS**
 - 5. SPECIAL PRESENTATION
 - A. BUSINESS OF THE MONTH PRESENTED BY JEDCO PRESIDENT SHANE PACE - TEXAS FARM BUREAU**
 - B. PROCLAMATION IN APPRECIATION OF A DONATION MADE BY THE LATE MR. STEVEN WORSHAM TO THE JACKSONVILLE ANIMAL SHELTER****
 - 6. CITIZEN PARTICIPATION**
 - 7. ANY ACTION OUT OF EXECUTIVE SESSION IF NECESSARY**
 - 8. CONSENT AGENDA - ITEMS UNDER CONSENT AGENDA REQUIRE LITTLE OR NO DELIBERATIONS BY COUNCIL. APPROVAL OF CONSENT AGENDA AUTHORIZES THE CITY MANAGER OR HIS DESIGNEES TO PROCEED WITH CONCLUSION OF EACH ITEM IN ACCORDANCE WITH STAFF RECOMMENDATION
 - A. MINUTES APPROVAL - OCTOBER 3, 2024, COUNCIL AGENDA WORKSHOP AND OCTOBER 8, 2024, CITY COUNCIL MEETING**
 - B. CONSIDER POSSIBLE ACTION APPROVING A TIKTOK POLICY AS REQUIRED BY TEXAS SENATE BILL 1893**
 - C. CONSIDER POSSIBLE ACTION APPROVING A ROAD CLOSURE ON DECEMBER 21 FOR A COMMUNITY EVENT HOSTED BY THE JACKSONVILLE COMMUNITY ARTS ALLIANCE****
 - 9. QUARTERLY FINANCIAL REPORT PRESENTED BY FINANCE DIRECTOR ROXANNA BRILEY**
 - 10. DISCUSS AND CONSIDER WITH POSSIBLE ACTION OPTIONAL ADDENDA TO LAKE LOT LEASES**
 - 11. DISCUSS AND CONSIDER WITH POSSIBLE ACTION APPROVING SECOND AMENDMENT TO CHAPTER 380 AGREEMENT WITH LU-VE**
 - 12. DISCUSS AND CONSIDER WITH POSSIBLE ACTION AWARDED A CONTRACT FOR THE RELOCATION OF CITY UTILITIES REQUIRED BY THE PLANNED WIDENING OF US 175**



THE CITY OF JACKSONVILLE

NOVEMBER 12, 2024

PAGE 2

13. A) PUBLIC HEARING: HEAR AND RECEIVE INPUT REGARDING A REQUESTED ZONE CHANGE FROM A (SINGLE FAMILY) TO B (ONE AND TWO FAMILY) LOCATED AT 902 AUSTIN STREET. DESCRIBED AS LOT 1A BLK 99 SA & 3A N 1/2 OF 1 & 2 & W 15' OF 3 JACKSONVILLE. PROPERTY ID # 222283000
B) DISCUSS AND CONSIDER WITH POSSIBLE ACTION APPROVAL OF AN ORDINANCE GRANTING THE REQUESTED ZONE CHANGE
14. DISCUSS AND CONSIDER WITH POSSIBLE ACTION AN EXCEPTION TO THE LAKE RULES TO ALLOW FOR A PIER TO BE 65 FEET FROM THE SHORELINE WITH A DEPTH OF 5 FEET, LOCATED AT 1037 CR 3108, CITY OF JACKSONVILLE
15. DISCUSS AND CONSIDER WITH POSSIBLE ACTION APPROVING A REPLAT OF LOT 5R1 AND 7R1 OF THE REDBIRD LANE SUBDIVISION
16. APPROVE THE CERTIFIED TAX ROLL AS PRESENTED BY THE CHEROKEE CENTRAL APPRAISAL DISTRICT
17. DISCUSS AND CONSIDER WITH POSSIBLE ACTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A FINANCING CONTRACT WITH FIRST AMERICAN EQUIPMENT FINANCE FOR THE PURCHASE OF A VACTOR IMPACT COMBINATION SEWER CLEANING TRUCK
18. DISCUSS AND CONSIDER WITH POSSIBLE ACTION APPROVAL OF AN AGREEMENT WITH STOKES & ASSOCIATES, INC. FOR ENGINEERING SERVICES FOR THE DOUBLE CREEK WASTEWATER TREATMENT PLANT UPGRADE AND EXPANSION PROJECT (TWDB PROJECT NUMBER 73955)
19. DISCUSS AND CONSIDER ALL MATTERS INCIDENT AND RELATED TO THE ISSUANCE AND SALE OF "CITY OF JACKSONVILLE, TEXAS, COMBINATION TAX AND SURPLUS AND SEWER SYSTEM REVENUE CERTIFICATES OF OBLIGATION, SERIES 2024B", INCLUDING THE ADOPTION OF AN ORDINANCE AUTHORIZING THE ISSUANCE OF SUCH CERTIFICATES OF OBLIGATION.
20. DISCUSS AND CONSIDER ALL MATTERS INCIDENT AND RELATED TO A PRINCIPAL FORGIVENESS AGREEMENT WITH THE TEXAS WATER DEVELOPMENT BOARD IN CONNECTION WITH THE CLEAN WATER STATE REVOLVING FUND, INCLUDING THE ADOPTION OF A RESOLUTION APPROVING THE PRINCIPAL FORGIVENESS AGREEMENT AND AN ESCROW AGREEMENT RELATING THERETO.
21. OPEN FORUM FOR MAYOR AND COUNCIL
22. CITY MANAGER REPORT
23. ADJOURN

Posted this the 8th day of November.

12:45 PM

CERTIFICATION

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

Adriann Stroud, Acting City Clerk

All items on the agenda are for possible discussion and action. The Jacksonville City Council or this board reserves the right to adjourn into executive session at any time during this meeting to discuss any of the matters listed above, as authorized by Texas Government Code Sections 551.071(Consultation with



THE CITY OF JACKSONVILLE

NOVEMBER 12, 2024

PAGE 3

Attorneys); 551.072 (Deliberations about Real Property); 551.073 (Deliberations about gifts and donations); 551.074 (Personnel Matters); 551.076(Deliberations about security devices); and 551.087(Deliberations regarding economic development negotiations).The City of Jacksonville is committed to compliance with the American with Disabilities Act (ADA). Reasonable accommodation and equal access to communications will be provided for those who provide notice to the City Clerk at (903)339-3306 at least 48 hours in advance.



Jacksonville City Council

AGENDA ITEM REPORT

AGENDA DATE:	11/12/2024	ITEM NUMBER:	5.A.
DEPARTMENT:	Administration	PREPARED BY:	
INITIATED BY:		EXHIBITS:	
ITEM TITLE:	BUSINESS OF THE MONTH PRESENTED BY JEDCO PRESIDENT SHANE PACE - TEXAS FARM BUREAU		

EXECUTIVE SUMMARY:

RECOMMENDED ACTION:

BID AND AWARD:

BUDGET DATA:

BUDGET JUSTIFICATION:

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



Jacksonville City Council

AGENDA ITEM REPORT

AGENDA DATE:	11/12/2024	ITEM NUMBER:	5.B.
DEPARTMENT:	Administration	PREPARED BY:	
INITIATED BY:		EXHIBITS:	
ITEM TITLE:	PROCLAMATION IN APPRECIATION OF A DONATION MADE BY THE LATE MR. STEVEN WORSHAM TO THE JACKSONVILLE ANIMAL SHELTER		

EXECUTIVE SUMMARY:

RECOMMENDED ACTION:

BID AND AWARD:

BUDGET DATA:

BUDGET JUSTIFICATION:

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

JACKSONVILLE CITY COUNCIL MEETING
THURSDAY, OCTOBER 3, 2024
JACKSONVILLE CITY HALL EXECUTIVE CONFERENCE ROOM
315 S. RAGSDALE
12:00 PM

Meeting Items

CALL TO ORDER	The meeting was called to order at 12:00 p.m. by Mayor Randy Gorham Present: Mayor Randy Gorham, Mayor Pro tem Tim McRae, Councilman Rob Gowin, Councilwoman Mindy Gellock, and Councilwoman Letitia Horace
INVOCATION	Mayor Randy Gorham, City of Jacksonville, Texas performed the invocation
CITIZEN PARTICIPATION	No one came forward.
REVIEW AND DISCUSS THE AGENDA FOR REGULAR COUNCIL MEETING 08 DAY OF OCTOBER, 2024 (SEE ATTACHED PROPOSED AGENDA) NO ACTION TO BE TAKEN – ITEMS MAY BE REMOVED OR ADDED TO THE PROPOSED AGENDA BY CITY COUNCIL, CITY MANAGER, CITY ATTORNEY OR CITY CLERK AS NEEDED ANY TIME BEFORE THE OFFICIAL POSTING OF MEETING AGENDA	City Manager James Hubbard reviewed the upcoming Tuesday, October 8, 2024, agenda with the City Council. No action was taken. The highlights are as follows: 1. JEDCO will present the Business of the Month to Cherokee Ranch Golf Club 2. The City Council is scheduled to approve the 2025 Holiday Calendar and provide direction regarding the observance of Veterans Day or move the City Council Meeting set for the same day. The City Council had a general discussion and seemed to have general consent to move the day of observation for Veterans Day to Monday versus Tuesday. The final decision will be made at the October 8, 2024, City Council meeting. 3. Staff to declare several items for surplus (Fire Department - Ambulance and Police Department 2 pursuit vehicles). Based on age and previous disposal revenues, it is expected that the ambulance will sell for \$65-80k, whereas the pursuit vehicles are estimated at \$5k each. All revenue received will go into the Vehicle Equipment Replacement Fund. 4. Staff is requesting the approval of the purchase of three (3) pursuit rated vehicles which were approved during the budget process. 5. Request that the City Council approve a write-off value of \$59,000. Last year the approval request was \$49,000. Although the request is higher than last year, it is lower than the historical average. The City experienced years as high as \$200,000. The City Manager assured the City Council that efforts will continue to be made to secure repayment of the debt. Individuals that have a write-off will not be allowed to re-instate services without full payoff. It should be noted that the City is reviewing how to handle rental property as many addresses have multiple write-offs due to renters leaving without paying the bill. Another strategy being considered is sending the write-offs to collections. Comment - Mayor Gorham - North Cherokee holds the owner of the home responsible for the meter tap. They require a \$50.00 deposit in addition to the \$150.00 membership fee. Just something to consider. 8. Neal Holland was present to give an update regarding the construction of the Sunnysdale Street lift station SEP project. The City received an enforcement action from the Texas Commission on Environmental Quality (TCEQ) to remedy an issue in the area. This project will bring the City into compliance with the enforcement action. Additionally, the fine assessed by the enforcement action has been approved to be applied to the cost of the project. 9. Requested zone change from B (one and two family) to G (commercial) with a special use permit to allow for mental health and substance abuse facility. The item was presented before the Planning and Zoning Commission. All members were in attendance and all members voted against the change. The neighbors were present and spoke against the

item and plan to do the same at the October 8, 2024, City Council meeting.

Comment - Councilman Letitia Horace - I have met with the applicant and spoken with my constituents. Based on both inputs I do not feel that I can support the application.

QUESTIONS, COMMENTS, DISCUSSION

None

ADJOURN

Mayor Randy Gorham adjourned the meeting at 12:45 p.m.

JACKSONVILLE CITY COUNCIL MEETING
TUESDAY, OCTOBER 8, 2024
JACKSONVILLE CITY HALL COUNCIL CHAMBERS
315 S. RAGSDALE
6:00 PM

Meeting Items

5:15 PM CLOSED EXECUTIVE SESSION CITY HALL CONFERENCE ROOM-PER OPEN MEETINGS ACT-PER TEXAS GOVERNMENT CODE SECTION:	Present: Mayor Randy Gorham, Mayor Pro Tem Tim McRae, Councilman Rob Gowin, Councilwoman Mindy Gellock, Councilwoman Letitia Horace Meeting called to order at 5:15 p.m. by Mayor Randy Gorham. City Council immediately went into executive session at 5:15 p.m. The executive session adjourned at 5:48 p.m.
551.071 CONSULT CITY ATTORNEY	
551.072 REAL PROPERTY	
CALL TO ORDER	City Council meeting called to order at 6:00 p.m. by Mayor Randy Gorham Present: Mayor Randy Gorham, Mayor Pro Tem Tim McRae, Councilman Rob Gowin, Councilwoman Mindy Gellock, Councilwoman Letitia Horace
INVOCATION	Invocation given by Roland Tureaud Sr., Pastor of Sweet Union Baptist Church
PLEDGE OF ALLEGIANCE US & TEXAS FLAGS	Mayor Randy Gorham led everyone in the pledges to the United States and Texas flags.
SPECIAL PRESENTATION –	Shane Pace president of Jacksonville Economic Development Corporation, presented Cherokee Ranch Golf Club with the Business of the Month award. Anthony Williams, President of the Cherokee Ranch Golf Club was present to accept the award on behalf of the club.
BUSINESS OF THE MONTH PRESENTED BY JEDCO PRESIDENT SHANE PACE - CHEROKEE RANCH GOLF CLUB	
CITIZEN PARTICIPATION	Peggy Alexander presented information regarding flooding in the 800 block of Howard and Marshall St. She complimented the City Manager on his response and possible resolution to her concerns. She requested consideration for reimbursement of expenses she incurred due to the possible clogged city drainage pipe. Ms Allexander in error submitted her comments during the following item: 9.A) PUBLIC HEARING - HEAR AND RECEIVE INPUT REGARDING A REQUESTED ZONE CHANGE FROM B (ONE AND TWO FAMILY) TO G (COMMERCIAL) WITH A SPECIAL USE PERMIT TO ALLOW FOR A RESIDENTIAL TREATMENT FACILITY FOR MENTAL HEALTH AND SUBSTANCE ABUSE AT PROPERTY LOCATED NORTH AT THE INTERSECTION OF BENSON MEMORIAL AND E PINE, ADJACENT TO BENSON MEMORIAL CHURCH, DESCRIBED AS LOT 4B BLK 4 ELLIS HTS - CITY OF JACKSONVILLE, PROPERTY ID # 224783000 Councilman Rob Gowin made the motion to approve the Consent Agenda Second by Mayor Pro Tem Tim McRae Motion Passes 5:0 Discussion: City Manager mentioned that the City Council discussed at the workshop the possibility of observing Veterans' Day on Monday, November 10, 2025, instead of November 11, 2025, allowing for the employees to have a 3-day weekend and for the City Council meeting to remain on November 11, 2025.
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	

MINUTES APPROVAL - SEPTEMBER 05, 2024 COUNCIL
AGENDA WORKSHOP AND SEPTEMBER 10, 2024, CITY
COUNCIL MEETING

CONSIDER POSSIBLE ACTION OF APPROVING THE
2025 HOLIDAY CALENDAR AND PROVIDE DIRECTION
REGARDING THE OBSERVANCE OF VETERANS DAY
OR THE MOVING OF THE CITY COUNCIL MEETING
SET FOR THE SAME DATE.

CONSIDER POSSIBLE ACTION OF APPROVING THE
PURCHASE OF THREE (3) PURSUIT-RATED
CHEVROLET TAHOES FOR THE POLICE
DEPARTMENT AS BUDGETED IN THE FY 2024-2025
BUDGET.

CONSIDER POSSIBLE ACTION OF AUTHORIZING
STAFF TO DECLARE SURPLUS AND SELL/AUCTION
CERTAIN VEHICLES FROM THE FIRE AND POLICE
DEPARTMENTS.

CONSIDER POSSIBLE ACTION OF ACTION
APPROVING A RESOLUTION ADOPTING FISCAL AND
BUDGETARY POLICIES FOR THE CITY OF
JACKSONVILLE, TEXAS.

CONSIDER POSSIBLE ACTION OF APPROVING
UTILITY BILLING WRITE-OFFS AS OF SEPTEMBER
30, 2024

DISCUSS AND CONSIDER WITH POSSIBLE ACTION
AWARDING THE CONSTRUCTION OF THE
SUNNYDALE STREET LIFT STATION SEP PROJECT.

Councilman Rob Gowin made the motion to approve the
award of the construction of the Sunnydale Street lift station
SEP Project in the amount of \$460,000 to Capps-Capco Inc.

Second by Mayor Pro Tem Tim McRae

Motion Passes 5:0

In May 2022, the City entered into a professional services
agreement with Stokes and Associates to design, bid, and
oversee the construction of the Sunnydale Street Lift Station
Supplemental Environmental Project. The proposed SEP
will involve the installation of a new wastewater lift station to
be located along Sunnydale St. east of S.Bolton Street. This
proposed lift station will primarily provide sewer service to
an apartment complex and a local commercial customer. Due
to the overloaded conditions occurring in the City’s sewer
collection system during periods of heavy rainfall, the
apartment complex in particular experiences backups in its
sewer system. The proposed lift station will be constructed to
current TCEQ standards and will include the installation of a
wet well, wastewater pumps, associated piping, electrical
controls, installation of a manual transfer switch and backup
power capabilities during periods of power outages and an
automatic telephone dialer that will be installed to alert City
staff that a power outage or a pump problem has occurred.
This SEP project was designed and then bid for installation
by a competent contractor.

The City received 5 bids. The low bid was \$460,000 from
Capps-Capco Inc. The design engineer recommended
awarding the project to the low bidder. Construction is
expected to commence prior to the end of the calendar year.
This project does compliment the larger 7 million dollar
sewer project.

A) PUBLIC HEARING - HEAR AND RECEIVE INPUT
REGARDING A REQUESTED ZONE CHANGE FROM B
(ONE AND TWO FAMILY) TO G (COMMERCIAL) WITH
A SPECIAL USE PERMIT TO ALLOW FOR A
RESIDENTIAL TREATMENT FACILITY FOR MENTAL
HEALTH AND SUBSTANCE ABUSE AT PROPERTY
LOCATED NORTH AT THE INTERSECTION OF
BENSON MEMORIAL AND E PINE, ADJACENT TO
BENSON MEMORIAL CHURCH, DESCRIBED AS LOT
4B BLK 4 ELLIS HTS - CITY OF JACKSONVILLE,
PROPERTY ID # 224783000

Councilman Letitia Horace made the motion to deny the
zoning change from B to G with the Special Use Permit

Second by Mayor Pro Tem Tim McRae

Motion Passes 5:0

The City Manager opened the item with an explanation
regarding the different zoning types and the uses thereof. He
further explained the additional restrictions of a Special Use
Permit (SUP). The applicant, Troy Dorman, has applied for

B) DISCUSS AND CONSIDER WITH POSSIBLE ACTION APPROVAL OF AN ORDINANCE GRANTING THE REQUESTED ZONE CHANGE WITH A SPECIAL USE PERMIT

the zoning with the intention of erecting a residential treatment facility. The applicant specifically applied for the following:

REQUESTED ZONE CHANGE FROM B (ONE AND TWO FAMILY) TO G (COMMERCIAL) WITH A SPECIAL USE PERMIT TO ALLOW FOR A RESIDENTIAL TREATMENT FACILITY FOR MENTAL HEALTH AND SUBSTANCE ABUSE AT PROPERTY LOCATED NORTH AT THE INTERSECTION OF BENSON MEMORIAL AND E PINE, ADJACENT TO BENSON MEMORIAL CHURCH, DESCRIBED AS LOT 4B BLK 4 ELLIS HTS - CITY OF JACKSONVILLE, PROPERTY ID # 224783000

The Planning and Zoning Commission met in a Public Hearing on Tuesday, September 17, 2024, to review a requested zone change. The board voted unanimously to deny the request for the zone change and the special use permit.

Public Hearing
Mayor Gorham opened the Public Hearing at 6:12 p.m.

Two speakers spoke against the zone change - Pastor Tommy Starks and Dr. Kenya Etim
One speaker spoke for the zone change - Zoning Applicant, Troy Dorman

Mayor Gorham closed the Public Hearing at 6:28 p.m.

Discussion: Councilman Horace stated that she appreciated the premise behind what the applicant was trying to accomplish, but she had to listen very closely to her constituents. She further offered concerns regarding the safety of the current residents and the cost to be admitted to the facility and subsequently the ability for veterans to be able to afford the treatment. Councilman Gowin communicated that the plan and the design did not seem to fit the available land space. He would like to see a more detailed plan.

ANY ACTION OUT OF EXECUTIVE SESSION IF NECESSARY

No action to consider

OPEN FORUM FOR MAYOR AND COUNCIL

Councilman Rob Gowin expressed his gratitude to the citizens of District 1 for participating in the democratic process by being present at the meeting and expressing their desires for their community.

CITY MANAGER REPORT

City Manger Report:

- 1.Update on the Boating Access Grant - The construction is delayed until November 2025. The completion date is still on schedule for late May.
- 2. Community Health Fair - October 24, 2025, from 11a.m. to 4 p.m.
- 3. National Night Out results video shared.

ADJOURN

Mayor adjourned at 6:43 p.m.



Jacksonville City Council

AGENDA ITEM REPORT

AGENDA DATE:	11/12/2024	ITEM NUMBER:	8.B.
DEPARTMENT:	Administration	PREPARED BY:	Brett Brewer, City Attorney
INITIATED BY:	Brett Brewer, City Attorney	EXHIBITS:	TikTok Jacksonville Policy for Preventing Use of Prohibited Technology and Covered Applications 10.1.24, tiktok resolution 10.01.24
ITEM TITLE:	CONSIDER POSSIBLE ACTION APPROVING A TIKTOK POLICY AS REQUIRED BY TEXAS SENATE BILL 1893		

EXECUTIVE SUMMARY:

On December 7, 2022, Governor Gregg Abbott required all state agencies to ban the video-sharing application, TikTok from all state-owned and state-issued devices and networks over the Chinese Communist Party's ability to use the application for surveilling Texans. Governor Abbott also directed the Texas Department of Public Safety and the Texas Department of Information Resources to develop a plan providing State agencies with guidance on managing personal devices used to conduct state business. Following the issuance of the Governor's directive, the 88th Texas Legislature passed Senate Bill 1893 which prohibits the use of covered applications on governmental devices including subdivisions of the State such as cities. Cities have been directed to adopt such a policy no later than November 20, 2024. As required by the Governor's directive and Senate Bill 1893, this Resolution and corresponding policy establishes protocol to prohibit the installation or use of covered applications or prohibited technologies on applicable devices.

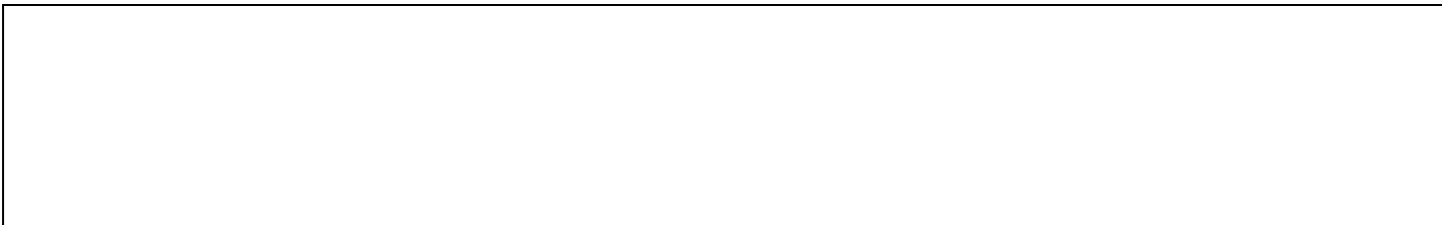
RECOMMENDED ACTION:

It is recommended that the City Council authorize the City Manager to update the city's policy with the state mandated policy regarding TikTok on governmental agency devices including subdivisions of the state including cities.

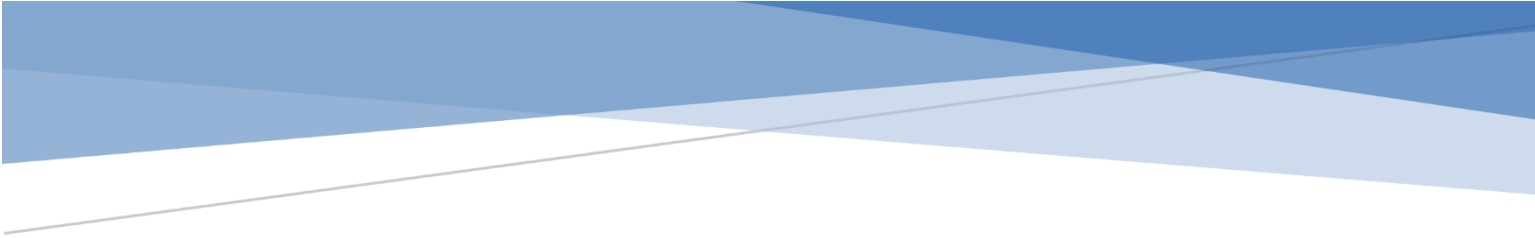
BID AND AWARD:

BUDGET DATA:

BUDGET JUSTIFICATION:



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



City of Jacksonville

Covered Applications and Prohibited Technology Policy

Date: October __, 2024

Version: 1.0

1.0 INTRODUCTION

PURPOSE

On December 7, 2022, Governor Greg Abbott required all state agencies to ban the video-sharing application TikTok from all state-owned and state-issued devices and networks over the Chinese Communist Party's ability to use the application for surveilling Texans. Governor Abbott also directed the Texas Department of Public Safety (DPS) and the Texas Department of Information Resources (DIR) to develop a plan providing state agencies guidance on managing personal devices used to conduct state business. Following the issuance of the Governor's directive, the 88th Texas Legislature passed [Senate Bill 1893](#), which prohibits the use of covered applications on governmental entity devices including subdivisions of the State.

As required by the Governor's directive and Senate Bill 1893, this policy establishes protocol to prohibit the installation or use of covered applications or prohibited technologies on applicable devices.

2.0 COVERED APPLICATIONS POLICY FOR GOVERNMENTAL ENTITIES

2.1 SCOPE AND DEFINITIONS

This policy applies to all the City of Jacksonville full- and part-time employees, contractors, paid or unpaid interns, and other users of government networks. All City of Jacksonville employees are responsible for complying with this policy.

A covered application is:

- The social media service TikTok or any successor application or service developed or provided by ByteDance Limited, or an entity owned by ByteDance Limited.
- A social media application or service specified by proclamation of the governor under Government Code Section 620.005.

2.2 COVERED APPLICATIONS ON GOVERNMENT-OWNED OR LEASED DEVICES

Except where approved exceptions apply, the use or installation of covered applications is prohibited on all government-owned or -leased devices, including cell phones, tablets, desktop and laptop computers, and other internet-capable devices.

~~The City of Jacksonville will identify, track, and manage all government-owned or -leased devices including mobile phones, tablets, laptops, desktop computers, or any other internet-capable devices to:~~

- ~~a. Prohibit the installation of a covered application.~~
- ~~b. Prohibit the use of a covered application.~~
- ~~c. Remove a covered application from a government-owned or -leased device that was on the device prior to the passage of S.B. 1893 (88th Leg, R.S.).~~
- ~~d. Remove an application from a government-owned or -leased device if the Governor issues a proclamation identifying it as a covered application.~~

~~The City of Jacksonville will manage all government-owned or leased mobile devices by implementing the security measures listed below:~~

~~*****WORK ON THIS*****~~

- ~~a. [Restrict access to “app stores” or unauthorized software repositories to prevent the installation of unauthorized applications.]~~
- ~~b. [Maintain the ability to remotely wipe non-compliant or compromised mobile devices.]~~
- ~~c. [Maintain the ability to remotely uninstall unauthorized software from mobile devices.]~~
- ~~d. [Other City of Jacksonville implemented security measures.]~~

2.3 ONGOING AND EMERGING TECHNOLOGY THREATS

To provide protection against ongoing and emerging technological threats to the government’s sensitive information and critical infrastructure, the City of Jacksonville understands that DPS and DIR will regularly monitor and evaluate additional social media applications or services that pose a risk to this state.

The City of Jacksonville understands that DIR will annually submit to the Governor a list of social media applications and services identified as posing a risk to Texas. The

Governor may proclaim items on this list as covered applications that are subject to this policy.

If the Governor identifies an item on the DIR-posted list described by this section, then **the City of Jacksonville** will remove and prohibit the covered application.

The City of Jacksonville may also prohibit social media applications or services in addition to those specified by proclamation of the Governor.

2.4 BRING YOUR OWN DEVICE POLICY

If **the City of Jacksonville** has a “Bring Your Own Device” (BYOD) program, then the **City of Jacksonville** may consider prohibiting the installation or operation of covered applications on employee-owned devices that are used to conduct government business.

2.5 COVERED APPLICATION EXCEPTIONS

The City of Jacksonville may permit exceptions authorizing the installation and use of a covered application on government-owned or -leased devices consistent with the authority provided by Government Code Chapter 620.

Government Code Section 620.004 only allows **the City of Jacksonville** to install and use a covered application on an applicable device to the extent necessary for:

- (1) Providing law enforcement; or
- (2) Developing or implementing information security measures.

If **the City of Jacksonville** authorizes an exception allowing for the installation and use of a covered application, **the City of Jacksonville** must use measures to mitigate the risks posed to the state during the application’s use **including:**

- **Measures that the Governmental Entity deems appropriate for its own policy.**

The City of Jacksonville must document whichever measures it took to mitigate the risks posed to the state during the use of the covered application.

3.0 POLICY COMPLIANCE

the City of Jacksonville will verify compliance with this policy through various methods, including but not limited to, IT/security system reports and feedback to leadership.

An employee found to have violated this policy may be subject to disciplinary action, including termination of employment.

4.0 POLICY REVIEW

This policy will be reviewed and updated as necessary to reflect changes in state law, additions to applications identified under Government Code Section 620.006, updates to the prohibited technology list posted to DIR's website, or to suit the needs of **the City of Jacksonville**

RESOLUTION NO. _____

RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JACKSONVILLE, TEXAS (“CITY”), ADOPTING A POLICY PROHIBITING THE INSTALLATION OR USE OF CERTAIN COVERED APPLICATIONS AND PROHIBITED TECHNOLOGIES ON CITY DEVICES PURSUANT TO TEXAS S.B. 1893 (88TH LEG. R.S.); AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, it is the intent of the City Council to promote the public welfare; and

WHEREAS, on December 7, 2022, Governor Greg Abbott required all State agencies to ban the video-sharing application, TikTok, due to the Chinese Communist Party’s ability to surveil Texans who download or use the platform; and

WHEREAS, following the Governor’s directive, the 88th Texas Legislature passed Senate Bill 1893, which prohibits the use of covered applications on devices owned or issued by subdivisions of the State such as cities; and

WHEREAS, the above legislation requires cities to adopt policies to establish protocol to prohibit the installation or use of covered applications or prohibited technologies on applicable devices;

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

1. Pursuant to Texas S.B. 1893, the City hereby adopts a policy prohibiting the installation or use of TikTok or any application covered by Chapter 620 of the Texas Government Code on any device owned or leased by the City and requiring removal of the application from those devices if already installed, as set forth in the form attached as Exhibit “A” hereto; and
2. That this Resolution shall become effective from and after its passage.

PASSED AND APPROVED this ____ day of _____, 2024.

Randy Gorham, Mayor

ATTEST:

Greg Lowe, City Clerk

APPROVED AS TO FORM:

D. Brett Brewer, City Attorney



Jacksonville City Council

AGENDA ITEM REPORT

AGENDA DATE:	11/12/2024	ITEM NUMBER:	8.C.
DEPARTMENT:	Administration	PREPARED BY:	
INITIATED BY:		EXHIBITS:	JCAA Road Closure Exhibit
ITEM TITLE:	CONSIDER POSSIBLE ACTION APPROVING A ROAD CLOSURE ON DECEMBER 21 FOR A COMMUNITY EVENT HOSTED BY THE JACKSONVILLE COMMUNITY ARTS ALLIANCE		

EXECUTIVE SUMMARY:

The Jacksonville Community Arts Alliance (JCAA) has requested downtown road closures on Saturday, December 21 to host *A Magical Hometown Christmas*. The event will feature activities that include a skating rink. The City and Jacksonville Economic Development Corporation have been named as additional insured on JCAA's liability insurance policy. The attached exhibit provides additional details about the requested closure. The duration of the closure is requested from 8:00 a.m. to 11:30 p.m. on December 21.

RECOMMENDED ACTION:

BID AND AWARD:

BUDGET DATA:

BUDGET JUSTIFICATION:

STRATEGY MAP

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

POLICY/GOAL CONSIDERATION:**LEGAL:**



Road Closure Request
Saturday, December 21
8 AM – 11:30 PM



Jacksonville City Council

AGENDA ITEM REPORT

AGENDA DATE:	11/12/2024	ITEM NUMBER:	9.
DEPARTMENT:	Finance	PREPARED BY:	Roxanna Briley, Finance Director
INITIATED BY:	Roxanna Briley, Finance Director	EXHIBITS:	
ITEM TITLE:	QUARTERLY FINANCIAL REPORT PRESENTED BY FINANCE DIRECTOR ROXANNA BRILEY		

EXECUTIVE SUMMARY:

The quarterly financial report presented by Finance Director Roxanna Briley for the fourth quarter of fiscal year 2023-2024.

RECOMMENDED ACTION:

No action required.

BID AND AWARD:

BUDGET DATA:

BUDGET JUSTIFICATION:

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



Jacksonville City Council

AGENDA ITEM REPORT

AGENDA DATE:	11/12/2024	ITEM NUMBER:	10.
DEPARTMENT:	Administration	PREPARED BY:	Brett Brewer, City Attorney
INITIATED BY:	James Hubbard, CITY MANAGER	EXHIBITS:	Jacksonville Addendum to Lease inside city, Jacksonville Addendum to Lease outside city annual percentage increas with council adjustment and rate caps
ITEM TITLE:	DISCUSS AND CONSIDER WITH POSSIBLE ACTION OPTIONAL ADDENDA TO LAKE LOT LEASES		

EXECUTIVE SUMMARY:

Beginning in the 1950s, the City of Jacksonville started entering into 99-year leases of lots surrounding Lake Jacksonville. The Lessee's interest in these leases may be transferred. In recent years, lease transferees have begun experiencing push back from lenders from whom lease transferees are seeking long-term financing for the purchase of the leasehold interest in the properties. Staff has reached out to the City of Tyler for input as to what was done there to address similar issues concerning aging leases on Lake Tyler and Lake Tyler East. Additionally staff contacted various lenders and title companies in Smith County in order to determine whether issues have arisen as to their solution to create an addendum to their lake leases. All agreed that Tyler's solution of providing a purely optional lease addendum at the discretion of the Lessee has worked well for all concerned including the City, the lake area residents, lenders and title companies. Accordingly, this agenda item represents a proposal for optional lake lot lease addenda based largely on Lake Tyler's model. There are two proposed addenda, one for use for lots located outside the City and the other for lots inside the city limits. The primary difference between both presently proposed addenda and the addendum used by Tyler is both proposed optional addenda for Jacksonville contain substantially lower annual lease payments than Tyler's. The proposal includes the elimination of the Public Safety Fee for those who opt in to the relevant optional addendum.

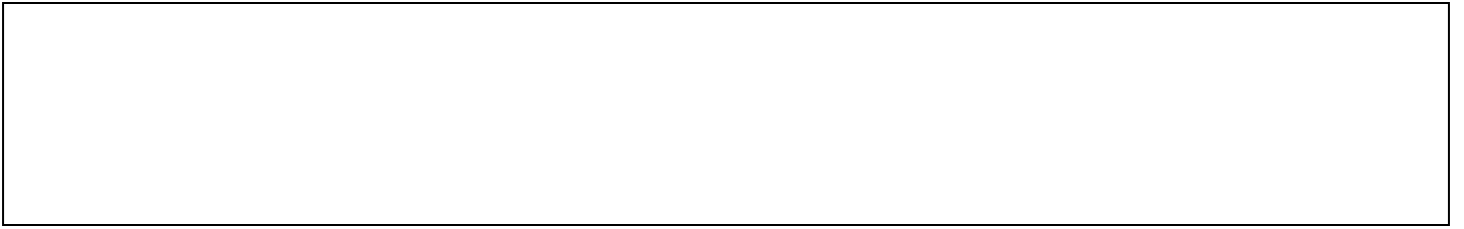
RECOMMENDED ACTION:

approve

BID AND AWARD:

BUDGET DATA:

BUDGET JUSTIFICATION:



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

3. **Term.** The term of the Lease shall be thirty (30) years from the next anniversary date of the Lease after the date of this Addendum, which term shall be extended automatically, annually, for one additional year, at the indefeasible option of Lessee, by payment of each annual rental by the Lessee, permitted heirs, devisees, or assignees, which shall constitute a "rolling" thirty (30) year term. Lessee may, by written assignment delivered to Lessor, reconvey the leasehold estate to Lessor at any time during the term at no additional cost or obligation to the Lessor for improvements, the expired term of the Lease, the unexpired term of the Lease, or any other amounts.

4. **Assignment/Subletting.** The Lease and the leasehold interest described therein may be assigned, transferred, mortgaged and sublet by Lessee, subject to the terms and conditions of the Lease provided that such assignee, transferee, or sublessee, acknowledges, in a form acceptable to Lessor, that he, she or it is subject to the terms and conditions of the Lease and the Rules and Regulations Governing Lake Jacksonville.

5. **Council Adjustments.** Notwithstanding anything contained in this Lease Addendum to the contrary, beginning in the year 2030 and continuing every fifth year thereafter, the City Council reserves the right to change, up or down, the annual rental charge. Save and except, however, that in no event shall any single annual rental increase by more than 10.000% from the annual rental assessed the year immediately prior to any such change.

6. **Interest Transfer.** Lessor specifically recognizes the right of Lessee to transfer Lessee's interest by will or descent and distribution to heirs or devisees; such heirs or devisees shall notify the Lessor and formally request approval of such transfer and shall furnish to Lessor whatever proof the Lessor may reasonably require so as to establish their rights in such property. Lessor specifically agrees that it will not unreasonably withhold its consent to any such transfer by Lessee to an heir or devisee.

7. **Lessee's Breach of Existing Lease Terms.** This Addendum shall not in any way abridge, modify or terminate the Lessor's right to terminate the Lease for cause insofar as same is governed by the rules, regulations and ordinances adopted by Lessor. Furthermore, nothing herein shall be deemed to limit or restrict the Lessor's right to immediately abate any public nuisance, or violation of any environmental or other laws by Lessee.

8. **Lessee's Breach of Environmental Laws and Regulations.** Lessee shall not cause, permit or knowingly allow the continuance of or the commission by Lessee, its agents, employees, contractors, or invitees, or by any other person of a material violation of any federal, state, or municipal law or regulation affecting or controlling the environmental condition or quality upon,

about or beneath the Property and the adjoining lake, or any portion thereof (a "Contamination Event").

a. Indemnification.

- (1) Lessee, its successors, assigns and guarantors, agree to indemnify, defend, reimburse and hold harmless:

 - (a) Lessor; and
 - (b) any other person who acquires a portion of the Property in any manner, including but not limited to through purchase, transfer or assignment, foreclosure sale or otherwise through the exercise of the rights and remedies of Lessor under this Addendum; and
 - (c) the directors, officers, shareholders, employees, partners, agents, contractors, subcontractors, experts, licensees, affiliates, lessees, mortgagees, trustees, heirs, devisees, successors, assigns, and invitees of such persons, from and against any and all damages, judgments, penalties, assessments, obligations, liabilities, fees, charges, or other sums arising from a Contamination Event.
- (2) This obligation shall be only effective regarding those burdens and costs arising from a Contamination Event which occurs or occurred during the Lessee's tenancy on said Property.
- (3) This obligation shall include, but not be limited to, the burden and expense of defending all claims, suits and administrative proceedings (with counsel reasonably approved by the indemnified parties) even if such claims, suits or proceedings are groundless, false, or fraudulent, and conducting all negotiations of any description, and paying and discharging, when and as the same become due, any and all judgements, penalties or other sums due against such indemnified persons. Lessor, at its sole expense, may employ additional counsel of its choice to associate with counsel representing Lessee.
- (4) The obligations of Lessee in this paragraph shall survive the expiration or termination of this Addendum, the Lease Agreement,

and the discharge of all other obligations owed by the parties to each other, including any transfer of title of the Property whether by sale, foreclosure, deed in lieu of foreclosure or otherwise.

- b. **Obligation to Remediate.** Notwithstanding the obligation of Lessee to indemnify Lessor pursuant to this Addendum, Lessee shall, upon demand of Lessor, and at its sole cost and expense, promptly take all actions to remediate the Property, which actions are required by any federal, state, or local governmental agency or political subdivision due to a Contamination Event which occurs or occurred during the Lessee's tenancy on said Property. Lessee shall take all actions necessary to restore the Property to the condition existing prior to the Contamination Event, notwithstanding any lesser standard of remediation allowable under applicable law or governmental policies. All such work shall be performed by one or more contractors, selected by Lessee and approved in advance in writing by Lessor. Lessee shall proceed continuously and diligently with such investigatory remedial actions provided that in all cases such actions shall be in accordance with all applicable requirements of governmental entities. Any such actions shall be performed in a good, safe and workmanlike manner. Lessee shall pay all costs in connection with such investigatory remedial activities, including but not limited to all power and utility costs, and any and all taxes or fees that may be applicable to such activities. Lessee shall properly provide to Lessor copies of testing results and reports that are generated in connection with the above activities. Promptly upon completion of such investigation and remediation, Lessee shall permanently seal or cap all monitoring wells and test holes to industrial standards in compliance with applicable federal, state and local laws and regulations, remove all associated equipment, and restore the Property to the maximum extent possible, which shall include, without limitation, the repair of any surface damage, including paving, caused by such investigation or remediation hereunder.
- c. **Lessee's Obligation to Notify.** If Lessee shall become aware of or receive notice or other communication concerning any action, alleged, suspected, or threatened violation of any federal, state or municipal law or regulation

affecting the environmental condition of the Property, or past or present activities of any person thereon, relating to the same; including but not limited to notice or other communication concerning any actual or threatened investigation, inquiry, lawsuit, claim, citation, directive, summons, proceeding, complaint, notice, order, writ, or injunction, relating to the same; then Lessee shall deliver to Lessor, within ten (10) days after the receipt of such notice or communication by Lessee, a written description of said violation, liability, correcting information, or actual or threatened event or condition, together with copies of any documents evidencing same. Receipt of such notice shall not be deemed to create any obligation on the part of Lessor to defend or otherwise respond to any such notification.

- 9. Events of Default and Lessor's Remedies for Lessee's Default.** Lessee shall be in default of the Lease and this Addendum upon the occurrence of any of the following events:
- a.** Failure to pay timely any Rental Charge as provided in Paragraphs 1 and 5 of this Addendum, or
 - b.** Failure to comply with any of the terms or conditions of this Addendum, the Lease or the Rules and Regulations Governing Lake Jacksonville. In the event of any of these defaults, Lessor agrees that it will give Lessee a reasonable opportunity to cure, which shall be at least forty-five (45) days after written notice of the alleged default by Lessee has been sent via certified mail, return receipt requested, addressed to Lessee's last known address according to the records held by Lessor. If Lessee fails to cure said default within this specified period, the Lease shall immediately terminate. Lessee may receive an additional period of time to cure and remedy said default with Lessor's written approval, said approval not to be unreasonably withheld. Lessor shall not be required to compensate or otherwise pay Lessee any amounts for a termination of the Lease occurring under the terms of this Paragraph. However, nothing herein shall prevent the Lessor from immediately terminating the Lease if it is determined by Lessor that any actions or defaults by Lessee threaten the water quality of the Lake, and/or otherwise constitute a threat to the public health, safety or welfare.

Provided a holder of a security interest in the leasehold has given notice to Lessor, in writing, of its security interest covering the Property, Lessor shall give such holder of such security interest thirty (30) days' notice of any default by Lessee and afford such holder of security interest the opportunity to cure such default or proceed to foreclose its lien on said Property.

10. Lessor's Buy-out Option. Lessor shall have an irrevocable right, for reasonable cause, to terminate the Lease Agreement, other than for a default as referenced in Paragraph 10 herein, after giving the Lessee one hundred eighty (180) days written notice, and transferring a Purchase Price Consideration to Lessee. The Purchase Price Consideration for said Buy-Out Option shall be equal to the then current fair market value of the leasehold estate, including all improvements thereon, with said value calculated under the assumption of a continuation of the Lease. Upon the termination of the one hundred eighty (180) day notice period, Lessee shall have an additional sixty (60) days to vacate the Property. All sums owed by Lessor to Lessee under this paragraph will be due and payable upon the Lessee's relinquishment of the Property to Lessor.

Provided any holder of a security interest in the leasehold has given notice to Lessor, in writing, of its security interest covering the Property, Lessor shall give such holder of such security interest notice of its buyout, such notice to be given within thirty (30) days after Lessor's notice to Lessee.

11. Original Lease. Except as otherwise expressly agreed herein, the parties hereto do re-adopt and re-affirm the original Lease above-referenced so that such Lease, when construed in any conflict between the original Lease and this Addendum shall be resolved in favor of the terms within conjunction with this Addendum, shall constitute the entire Lease Agreement between the parties and this Addendum.

EXECUTED this _____ day of _____, A. D.,
20____.

CITY OF JACKSONVILLE, TEXAS

BY:

GREG LOWE
CITY CLERK

LESSEE SIGNATURE

Printed Name: **CLICK HERE TO ENTER CURRENT LESSEE NAME**

Address: Enter street address here

Enter City, State, Zip Code here

LESSEE SIGNATURE

Printed Name: **CLICK HERE TO ENTER CURRENT LESSEE NAME**

Address: Enter street address here

Enter City, State, Zip Code here

STATE OF TEXAS §
 §
COUNTY OF CHEROKEE §

This instrument was acknowledged before me on the _____ day of _____, 20____, by **GREG LOWE, City Clerk** on behalf of the City of Jacksonville, Texas and in the capacity stated.

Notary Public, in and for the State of Texas

STATE OF TEXAS §
 §
COUNTY OF CHEROKEE §

 This instrument was acknowledged before me on the _____ day of
_____, 20____, by **CLICK HERE TO ENTER CURRENT LESSEE**
NAME.

Notary Public, in and for the State of Texas

STATE OF TEXAS §
 §
COUNTY OF CHEROKEE §

 This instrument was acknowledged before me on the _____ day of
_____, 20____, by **CLICK HERE TO ENTER CURRENT LESSEE**
NAME.

Notary Public, in and for the State of Texas

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

LAKE JACKSONVILLE LEASE ADDENDUM

THE STATE OF TEXAS **§**

COUNTY OF CHEROKEE

PRESENTS:

§ KNOW ALL MEN BY THESE

CITY OF JACKSONVILLE §

WHEREAS, by Lease dated the **Click here to enter date** day of **Click here to enter month, 20__**, the **CITY OF JACKSONVILLE**, "Lessor", and **Click here to enter name(s) of original lessee(s)**, "Original Lessee", entered into a Lease Agreement (the "Lease") pertaining to the property described below and made a part hereof for all purposes (the "Property"); and

WHEREAS, by subsequent Transfer, such Lease has been assigned to **Click here to enter new lessee name(s)** "Lessee"; and

WHEREAS, the City, in its capacity as Lessor, and the Lessee herein, desire to amend and modify the Lease effective as of the date of this Agreement, with such amendment to be as follows:

1. **Rental Charge.** For and in consideration of an annual rental charge as set forth herein, Lessor does hereby lease unto Lessee the subject property in accordance with the terms and provisions of the Lease except as expressly modified herein by this Addendum. If this addendum is executed prior to July 1, 2025, the initial annual rental charge shall be \$1,000.00. For lease addenda executed beginning July 1, 2025 and continuing on the same date each year thereafter, the initial annual rental shall increase by 3.500% over that which would have been assessed had the lease addendum been executed the immediately preceding year.

Fee Adjustments. Regardless of the year this lease addendum is entered into, on July 1 of each year after execution hereof, the annual rental charge shall increase by 3.500% over the annual rental charge payable during the immediately prior year. Notwithstanding anything contained in this section to the contrary, beginning in the year 2030 and continuing every fifth year thereafter, the City Council reserves the right to change, up or down, the percentage by

which the annual rental shall increase. Save and except, however, that in no event shall any single annual rental increase by more than 10.000% from the annual rental assessed the immediately prior year.

2. **Property.** Lessor, for and in consideration of the rents herein provided and agreed upon, does hereby lease unto Lessee the following described lot or parcel of land situated in Cherokee County, Texas:

LOT __ OF BLOCK __, _____ SUBDIVISION of Lake Jacksonville, according to the map of thereof filed in the office of Lessor (or as described on Exhibit "A" attached hereto and made a part hereof for all purposes) and according to the plat thereof recorded in Cabinet C, Slide 356 of the Plat Records of Cherokee County, Texas.

3. **Term.** The term of the Lease shall be thirty (30) years from the next anniversary date of the Lease after the date of this Addendum, which term shall be extended automatically, annually, for one additional year, at the indefeasible option of Lessee, by payment of each annual rental by the Lessee, permitted heirs, devisees, or assignees, which shall constitute a "rolling" thirty (30) year term. Lessee may, by written assignment delivered to Lessor, reconvey the leasehold estate to Lessor at any time during the term at no additional cost or obligation to the Lessor for improvements, the expired term of the Lease, the unexpired term of the Lease, or any other amounts.

4. **Assignment/Subletting.** The Lease and the leasehold interest described therein may be assigned, transferred, mortgaged and sublet by Lessee, subject to the terms and conditions of the Lease provided that such assignee, transferee, or sublessee, acknowledges, in a form acceptable to Lessor, that he, she or it is subject to the terms and conditions of the Lease and the Rules and Regulations Governing Lake Jacksonville.

5. **Interest Transfer.** Lessor specifically recognizes the right of Lessee to transfer Lessee's interest by will or descent and distribution to heirs or devisees; such heirs or devisees shall notify the Lessor and formally request approval of such transfer and shall furnish to Lessor whatever proof the Lessor may reasonably require so as to establish their rights in such property. Lessor specifically agrees that it will not unreasonably withhold its consent to any such transfer by Lessee to an heir or devisee.

6. **Lessee's Breach of Existing Lease Terms.** This Addendum shall not in any way abridge, modify or terminate the Lessor's right to terminate the Lease for cause insofar as same is governed by the rules, regulations and ordinances adopted by Lessor. Furthermore, nothing herein shall be deemed to limit or restrict the Lessor's right to immediately abate any public

nuisance, or violation of any environmental or other laws by Lessee.

7. **Lessee's Breach of Environmental Laws and Regulations.** Lessee shall not cause, permit or knowingly allow the continuance of or the commission by Lessee, its agents, employees, contractors, or invitees, or by any other person of a material violation of any federal, state, or municipal law or regulation affecting or controlling the environmental condition or quality upon, about or beneath the Property and the adjoining lake, or any portion thereof (a "Contamination Event").

a. Indemnification.

- (1) Lessee, its successors, assigns and guarantors, agree to indemnify, defend, reimburse and hold harmless:
 - (a) Lessor; and
 - (b) any other person who acquires a portion of the Property in any manner, including but not limited to through purchase, transfer or assignment, foreclosure sale or otherwise through the exercise of the rights and remedies of Lessor under this Addendum; and
 - (c) the directors, officers, shareholders, employees, partners, agents, contractors, subcontractors, experts, licensees, affiliates, lessees, mortgagees, trustees, heirs, devisees, successors, assigns, and invitees of such persons, from and against any and all damages, judgments, penalties, assessments, obligations, liabilities, fees, charges, or other sums arising from a Contamination Event.
- (2) This obligation shall be only effective regarding those burdens and costs arising from a Contamination Event which occurs or occurred during the Lessee's tenancy on said Property.
- (3) This obligation shall include, but not be limited to, the burden and expense of defending all claims, suits and administrative proceedings (with counsel reasonably approved by the indemnified parties) even if such claims, suits or proceedings are groundless, false, or fraudulent, and conducting all negotiations of any description, and paying and discharging, when and as the same become due, any and

all judgements, penalties or other sums due against such indemnified persons. Lessor, at its sole expense, may employ additional counsel of its choice to associate with counsel representing Lessee.

- (4) The obligations of Lessee in this paragraph shall survive the expiration or termination of this Addendum, the Lease Agreement, and the discharge of all other obligations owed by the parties to each other, including any transfer of title of the Property whether by sale, foreclosure, deed in lieu of foreclosure or otherwise.

- b. **Obligation to Remediate.** Notwithstanding the obligation of Lessee to indemnify Lessor pursuant to this Addendum, Lessee shall, upon demand of Lessor, and at its sole cost and expense, promptly take all actions to remediate the Property, which actions are required by any federal, state, or local governmental agency or political subdivision due to a Contamination Event which occurs or occurred during the Lessee's tenancy on said Property. Lessee shall take all actions necessary to restore the Property to the condition existing prior to the Contamination Event, notwithstanding any lesser standard of remediation allowable under applicable law or governmental policies. All such work shall be performed by one or more contractors, selected by Lessee and approved in advance in writing by Lessor. Lessee shall proceed continuously and diligently with such investigatory remedial actions provided that in all cases such actions shall be in accordance with all applicable requirements of governmental entities. Any such actions shall be performed in a good, safe and workmanlike manner. Lessee shall pay all costs in connection with such investigatory remedial activities, including but not limited to all power and utility costs, and any and all taxes or fees that may be applicable to such activities. Lessee shall properly provide to Lessor copies of testing results and reports that are generated in connection with the above activities. Promptly upon completion of such investigation and remediation, Lessee shall permanently seal or cap all monitoring wells and test holes to industrial standards in compliance with applicable federal, state and local laws and regulations, remove all associated equipment, and restore the Property to the maximum extent possible, which shall

include, without limitation, the repair of any surface damage, including paving, caused by such investigation or remediation hereunder.

- c. **Lessee's Obligation to Notify.** If Lessee shall become aware of or receive notice or other communication concerning any action, alleged, suspected, or threatened violation of any federal, state or municipal law or regulation affecting the environmental condition of the Property, or past or present activities of any person thereon, relating to the same; including but not limited to notice or other communication concerning any actual or threatened investigation, inquiry, lawsuit, claim, citation, directive, summons, proceeding, complaint, notice, order, writ, or injunction, relating to the same; then Lessee shall deliver to Lessor, within ten (10) days after the receipt of such notice or communication by Lessee, a written description of said violation, liability, correcting information, or actual or threatened event or condition, together with copies of any documents evidencing same. Receipt of such notice shall not be deemed to create any obligation on the part of Lessor to defend or otherwise respond to any such notification.

8. **Events of Default and Lessor's Remedies for Lessee's Default.** Lessee shall be in default of the Lease and this Addendum upon the occurrence of any of the following events:

- a. Failure to pay timely any Rental Charge as provided in Paragraphs 1 and 5 of this Addendum, or
- b. Failure to comply with any of the terms or conditions of this Addendum, the Lease or the Rules and Regulations Governing Lake Jacksonville. In the event of any of these defaults, Lessor agrees that it will give Lessee a reasonable opportunity to cure, which shall be at least forty-five (45) days after written notice of the alleged default by Lessee has been sent via certified mail, return receipt requested, addressed to Lessee's last known address according to the records held by Lessor. If Lessee fails to cure said default within this specified period, the Lease shall immediately terminate. Lessee may receive an additional period of time to cure and remedy said default with Lessor's written approval, said approval not to be unreasonably withheld. Lessor shall not be required to compensate or otherwise pay Lessee any amounts for a termination of the Lease occurring

under the terms of this Paragraph. However, nothing herein shall prevent the Lessor from immediately terminating the Lease if it is determined by Lessor that any actions or defaults by Lessee threaten the water quality of the Lake, and/or otherwise constitute a threat to the public health, safety or welfare.

Provided a holder of a security interest in the leasehold has given notice to Lessor, in writing, of its security interest covering the Property, Lessor shall give such holder of such security interest thirty (30) days' notice of any default by Lessee and afford such holder of security interest the opportunity to cure such default or proceed to foreclose its lien on said Property.

9. Lessor's Buy-out Option. Lessor shall have an irrevocable right, for reasonable cause, to terminate the Lease Agreement, other than for a default as referenced in Paragraph 10 herein, after giving the Lessee one hundred eighty (180) days written notice, and transferring a Purchase Price Consideration to Lessee. The Purchase Price Consideration for said Buy-Out Option shall be equal to the then current fair market value of the leasehold estate, including all improvements thereon, with said value calculated under the assumption of a continuation of the Lease. Upon the termination of the one hundred eighty (180) day notice period, Lessee shall have an additional sixty (60) days to vacate the Property. All sums owed by Lessor to Lessee under this paragraph will be due and payable upon the Lessee's relinquishment of the Property to Lessor.

Provided any holder of a security interest in the leasehold has given notice to Lessor, in writing, of its security interest covering the Property, Lessor shall give such holder of such security interest notice of its buyout, such notice to be given within thirty (30) days after Lessor's notice to Lessee.

10. Original Lease. Except as otherwise expressly agreed herein, the parties hereto do re-adopt and re-affirm the original Lease above-referenced so that such Lease, when construed in any conflict between the original Lease and this Addendum shall be resolved in favor of the terms within conjunction with this Addendum, shall constitute the entire Lease Agreement between the parties and this Addendum.

EXECUTED this _____ day of _____, A. D.,
20____.

CITY OF JACKSONVILLE, TEXAS

BY:

GREG LOWE
CITY CLERK

LESSEE SIGNATURE

Printed Name: **CLICK HERE TO ENTER CURRENT LESSEE NAME**

Address: Enter street address here

Enter City, State, Zip Code here

LESSEE SIGNATURE

Printed Name: **CLICK HERE TO ENTER CURRENT LESSEE NAME**

Address: Enter street address here

Enter City, State, Zip Code here

STATE OF TEXAS

§

§

COUNTY OF CHEROKEE

§

This instrument was acknowledged before me on the _____ day of _____, 20____, by **GREG LOWE, City Clerk** on behalf of the City of Jacksonville, Texas and in the capacity stated.

Notary Public, in and for the State of Texas

STATE OF TEXAS §
 §
COUNTY OF CHEROKEE §

 This instrument was acknowledged before me on the _____ day of
_____, 20____, by **CLICK HERE TO ENTER CURRENT LESSEE**
NAME.

Notary Public, in and for the State of Texas

STATE OF TEXAS §
 §
COUNTY OF CHEROKEE §

 This instrument was acknowledged before me on the _____ day of
_____, 20____, by **CLICK HERE TO ENTER CURRENT LESSEE**
NAME.

Notary Public, in and for the State of Texas



Jacksonville City Council

AGENDA ITEM REPORT

AGENDA DATE:	11/12/2024	ITEM NUMBER:	11.
DEPARTMENT:	Administration	PREPARED BY:	
INITIATED BY:		EXHIBITS:	
ITEM TITLE:	DISCUSS AND CONSIDER WITH POSSIBLE ACTION APPROVING SECOND AMENDMENT TO CHAPTER 380 AGREEMENT WITH LU-VE		

EXECUTIVE SUMMARY:

In June 2019, the City entered a Chapter 380 Agreement to provide Zyklus Heat Transfer, Inc. (LU-VE), with property tax rebates to provide assistance contingent upon their construction of a new manufacturing plant and job creation in Jacksonville. The rebate was coupled with assistance from the Jacksonville Economic Development Corporation (JEDCO) to ensure LU-VE would decide to expand in Jacksonville. The original Chapter 380 Agreement required LU-VE to commence property tax rebates by December 31, 2021. The attached proposed amendment, extends the deadline to commence tax rebates to January 1, 2026. After commencement, the Chapter 380 Agreement provides LU-VE with six (6) years of property tax rebates as follows: years 1-3: 75% rebate; years 4-6: 50% rebate. To qualify for the rebates, LU-VE must construct a 200,000 square foot manufacturing facility in Jacksonville and create fifty (50) new jobs. LU-VE broke ground on an approximate 200,000 square foot expansion at their S. Bolton St. location in October 2024.

RECOMMENDED ACTION:

--

BID AND AWARD:

--

BUDGET DATA:

--

BUDGET JUSTIFICATION:

--

STRATEGY MAP

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

POLICY/GOAL CONSIDERATION:**LEGAL:**



Jacksonville City Council

AGENDA ITEM REPORT

AGENDA DATE:	11/12/2024	ITEM NUMBER:	12.
DEPARTMENT:	Community and Public Services	PREPARED BY:	Randall Chandler, Director of Community and Public Services
INITIATED BY:	Randall Chandler, Director of Community and Public Services	EXHIBITS:	FOR RELEASE 11-4-24 Bid Tab Complete, Ref Check Letter
ITEM TITLE:	DISCUSS AND CONSIDER WITH POSSIBLE ACTION AWARDING A CONTRACT FOR THE RELOCATION OF CITY UTILITIES REQUIRED BY THE PLANNED WIDENING OF US 175		

EXECUTIVE SUMMARY:

At the October 10, 2023 meeting, the City Council approved a professional services agreement (PSA) in an amount of \$111,000 with Schamburg & Polk, Inc. (SPI) for the design of utility relocations along US Hwy 175. The scope of the work included preliminary and final design of water and sanitary sewer system relocations. The Performance Service Agreement did not include assistance with bidding or construction management. In July 2024, SPI submitted plans to TXDOT for final review. In August 2024, an additional PSA was approved by City Council for the bidding and procurement, and construction phase services in an amount not to exceed \$82,500. In summary, the PSA would enable SPI to aid in the selection of a qualified contractor, continue coordination with TXDOT, review submittals, pay application and provide 10-hours of onsite representation each week. SPI has completed a competitive bid advertisement with eight (8) companies providing bids.

SPI has provided a complete bid tabulation and is recommending Mckinney and Moore be awarded the contract in the amount of \$1,373,400.62.

RECOMMENDED ACTION:

Staff is recommending awarding of the US Hwy 175 Utility Relocate to Mckinney & Moore in an amount not to exceed . \$1,373,400.62.

BID AND AWARD:

Sealed bids were received Nov. 4, 2024 and the bid tabulation/recommendation letter provided by SPI was received on Nov 7, 2024.

BUDGET DATA:

Low Bid Value- \$1,373,400.62

BUDGET JUSTIFICATION:

This project is identified as an expenditure in the FY 2024-2025 FY budget.

STRATEGY MAP

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

POLICY/GOAL CONSIDERATION:

This project is inline with the City of Jacksonville Strategy map by supporting "Focus on Infrastructure."

LEGAL:

#	GENERAL BID ITEMS	Quantity	Unit	McKinney & Moore		John Wright Construction		Moore Construction		Duplichain Contractors, LLC		Cappa-Capco Construction		S-Go Incorporated		Horton Excavating, LLC		Canary Construction, Inc.	
				Price	Total Price	Price	Total Price	Price	Total Price	Price	Total Price	Price	Total Price	Price	Total Price	Price	Total Price	Price	Total Price
1	Mobilization	1	LS	\$44,954.20	\$44,954.20	\$0	\$0	\$0	\$0	\$100,000.00	\$100,000.00	\$100,750.00	\$100,750.00	\$112,086.00	\$112,086.00	\$95,000.00	\$95,000.00	\$140,000.00	\$140,000.00
2	Traffic Control	1	LS	\$41,651.40	\$41,651.40	\$36,000.00	\$36,000.00	\$25,000.00	\$25,000.00	\$10,000.00	\$10,000.00	\$65,750.00	\$65,750.00	\$49,608.00	\$49,608.00	\$25,000.00	\$25,000.00	\$42,000.00	\$42,000.00
3	French Safety	1	LS	\$33,302.80	\$33,302.80	\$3,000.00	\$3,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$7,500.00	\$7,500.00	\$24,790.00	\$24,790.00	\$5,000.00	\$5,000.00	\$22,000.00	\$22,000.00
4	Construction Staking	1	LS	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$10,000.00	\$10,000.00	\$15,000.00	\$15,000.00	\$15,575.00	\$15,575.00	\$22,100.00	\$22,100.00	\$5,000.00	\$5,000.00	\$24,000.00	\$24,000.00
5	Best Management Practice for Erosion Control	1	LS	\$12,642.24	\$12,642.24	\$10,500.00	\$10,500.00	\$5,000.00	\$5,000.00	\$10,000.00	\$10,000.00	\$5,500.00	\$5,500.00	\$23,017.00	\$23,017.00	\$50,000.00	\$50,000.00	\$31,000.00	\$31,000.00
6	Pre-Construction Utility Locates	1	LS	\$39,908.40	\$39,908.40	\$30,000.00	\$30,000.00	\$12,500.00	\$12,500.00	\$20,000.00	\$20,000.00	\$18,000.00	\$18,000.00	\$39,520.00	\$39,520.00	\$40,000.00	\$40,000.00	\$4,500.00	\$4,500.00
7	6" AWWA C-900 DR 18 PC 235 PVC Water Main	2026	LF	\$43.77	\$12,153.72	\$72.00	\$293,472.00	\$55.00	\$115,430.00	\$70.00	\$197,820.00	\$55.00	\$115,430.00	\$72.00	\$293,472.00	\$58.00	\$118,596.00	\$115.00	\$438,080.00
8	6" AWWA C-900 DR 18 PC 235 PVC Water Main	150	LF	\$46.78	\$7,017.00	\$80.00	\$12,000.00	\$50.00	\$7,500.00	\$70.00	\$10,500.00	\$40.00	\$6,000.00	\$70.00	\$10,500.00	\$60.00	\$8,400.00	\$145.00	\$21,750.00
9	2" ASTM D2241 DR 21 PC 200 Water Main	1475	LF	\$20.58	\$30,355.50	\$23.00	\$33,925.00	\$22.00	\$32,450.00	\$22.00	\$32,450.00	\$25.00	\$36,875.00	\$32.00	\$47,200.00	\$18.00	\$26,550.00	\$95.00	\$140,125.00
10	8" Gate Valve with Riser	14	EA	\$2,238.00	\$31,332.00	\$4,500.00	\$63,000.00	\$3,750.00	\$52,500.00	\$4,000.00	\$56,000.00	\$2,895.00	\$40,330.00	\$2,619.00	\$36,666.00	\$3,600.00	\$50,400.00	\$2,800.00	\$39,200.00
11	6" Gate Valve with Riser	1	EA	\$3,463.30	\$3,463.30	\$3,200.00	\$3,200.00	\$3,250.00	\$3,250.00	\$4,000.00	\$4,000.00	\$2,450.00	\$2,450.00	\$1,991.00	\$1,991.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00
12	2" Gate Valve with Riser	7	EA	\$1,177.52	\$8,242.64	\$2,300.00	\$16,100.00	\$2,000.00	\$14,000.00	\$2,000.00	\$14,000.00	\$1,400.00	\$9,800.00	\$1,252.00	\$8,764.00	\$1,500.00	\$10,500.00	\$1,800.00	\$12,600.00
13	Flush Valve	1	EA	\$7,854.97	\$7,854.97	\$3,200.00	\$3,200.00	\$4,000.00	\$4,000.00	\$3,000.00	\$3,000.00	\$3,500.00	\$3,500.00	\$3,705.00	\$3,705.00	\$3,800.00	\$3,800.00	\$15,600.00	\$15,600.00
14	8" Air Release Valve	1	EA	\$12,281.76	\$12,281.76	\$12,750.00	\$12,750.00	\$15,500.00	\$15,500.00	\$17,000.00	\$17,000.00	\$12,500.00	\$12,500.00	\$11,495.00	\$11,495.00	\$17,600.00	\$17,600.00	\$35,000.00	\$35,000.00
15	Interconnections of New Waterline to Existing Waterline	5	EA	\$2,040.68	\$10,203.40	\$3,500.00	\$17,500.00	\$8,000.00	\$40,000.00	\$7,000.00	\$35,000.00	\$5,400.00	\$27,000.00	\$7,136.00	\$35,680.00	\$17,000.00	\$85,000.00	\$6,500.00	\$32,500.00
16	New Fire Hydrant and Assembly	9	EA	\$5,440.51	\$48,964.59	\$8,700.00	\$78,300.00	\$8,500.00	\$76,500.00	\$12,000.00	\$108,000.00	\$7,500.00	\$67,500.00	\$8,099.00	\$72,891.00	\$10,000.00	\$90,000.00	\$12,000.00	\$108,000.00
17	14" Steel Casing for 8" Waterline for Sewer Protection via Open Cut	75	LF	\$109.77	\$8,232.75	\$200.00	\$15,000.00	\$295.00	\$22,125.00	\$180.00	\$13,500.00	\$150.00	\$11,250.00	\$107.00	\$8,025.00	\$180.00	\$13,500.00	\$1,200.00	\$90,000.00
18	Bore 14" Steel Casing for 8" & 6" Waterlines	420	LF	\$310.82	\$130,544.40	\$210.00	\$88,200.00	\$285.00	\$119,700.00	\$250.00	\$105,000.00	\$275.00	\$115,500.00	\$313.00	\$131,460.00	\$306.00	\$128,520.00	\$1,200.00	\$504,000.00
19	6" Steel Casing for 2" Waterline	73	LF	\$56.09	\$4,094.57	\$100.00	\$7,300.00	\$120.00	\$8,760.00	\$100.00	\$7,300.00	\$175.00	\$12,775.00	\$164.00	\$11,972.00	\$140.00	\$10,220.00	\$950.00	\$69,350.00
20	Gravel Drive Repair	171	SY	\$3.48	\$591.16	\$15.00	\$2,550.00	\$105.00	\$17,850.00	\$30.00	\$5,100.00	\$45.00	\$7,695.00	\$45.00	\$7,695.00	\$150.00	\$2,250.00	\$2,250.00	\$20,520.00
21	Asphalt Drive Repair	236	SY	\$76.23	\$17,990.28	\$107.00	\$25,252.00	\$125.00	\$29,500.00	\$100.00	\$23,600.00	\$185.00	\$43,660.00	\$125.00	\$29,500.00	\$250.00	\$59,000.00	\$260.00	\$61,360.00
22	Bore 8" Waterline at Drives	541	LF	\$69.57	\$37,637.37	\$80.00	\$43,280.00	\$80.00	\$43,280.00	\$120.00	\$64,920.00	\$150.00	\$81,150.00	\$97.00	\$52,477.00	\$102.00	\$55,182.00	\$1,200.00	\$649,200.00
23	Sew Cut and Repair Curb & Gutter	75	LF	\$91.78	\$6,883.50	\$58.00	\$4,350.00	\$100.00	\$7,500.00	\$100.00	\$7,500.00	\$150.00	\$11,250.00	\$55.00	\$4,125.00	\$196.00	\$14,700.00	\$200.00	\$15,000.00
24	Near Side Water Service Connection	9	EA	\$1,297.68	\$11,679.12	\$1,000.00	\$9,000.00	\$2,000.00	\$18,000.00	\$1,400.00	\$12,600.00	\$850.00	\$7,650.00	\$935.00	\$8,415.00	\$1,700.00	\$15,300.00	\$2,500.00	\$22,500.00
25	Far Side Water Service Connection	4	EA	\$3,766.21	\$15,064.84	\$3,000.00	\$12,000.00	\$3,000.00	\$12,000.00	\$5,000.00	\$20,000.00	\$5,500.00	\$22,000.00	\$4,366.00	\$17,464.00	\$3,700.00	\$14,800.00	\$3,500.00	\$14,000.00
26	4" PVC Casing for Service Connections Crossing Sewerline	60	LF	\$53.39	\$3,203.40	\$24.00	\$1,440.00	\$70.00	\$4,200.00	\$50.00	\$3,500.00	\$28.50	\$1,710.00	\$56.00	\$3,360.00	\$30.00	\$1,800.00	\$250.00	\$15,000.00
27	8" ASTM D2241 DR 180 SDR-26 PVC Gravity Sanitary Sewer Line	1771	LF	\$43.54	\$77,008.34	\$93.00	\$164,721.00	\$75.00	\$132,750.00	\$90.00	\$159,380.00	\$58.00	\$102,718.00	\$100.00	\$283,380.00	\$71.00	\$125,741.00	\$125.00	\$221,375.00
28	14" Steel Casing for 8" Sewerline	108	LF	\$347.66	\$37,547.28	\$350.00	\$37,800.00	\$300.00	\$32,400.00	\$300.00	\$32,400.00	\$385.00	\$41,580.00	\$688.00	\$74,304.00	\$420.00	\$44,360.00	\$1,200.00	\$129,600.00
29	New 4" Dia Manhole (Additional Depth Beyond 6')	20	EA	\$3,372.98	\$67,459.60	\$5,200.00	\$104,000.00	\$7,500.00	\$150,000.00	\$7,000.00	\$140,000.00	\$5,700.00	\$114,000.00	\$5,324.00	\$106,480.00	\$7,400.00	\$148,000.00	\$9,500.00	\$190,000.00
30	New 4' Dia Manhole (Additional Depth Beyond 6')	20	VF	\$184.03	\$3,680.20	\$300.00	\$6,000.00	\$500.00	\$10,000.00	\$500.00	\$10,000.00	\$275.00	\$5,500.00	\$781.00	\$15,720.00	\$375.00	\$7,500.00	\$600.00	\$12,000.00
31	4" Far Side Sewer Service Connection	4	EA	\$4,848.76	\$19,395.04	\$12,250.00	\$49,000.00	\$7,500.00	\$30,000.00	\$15,000.00	\$60,000.00	\$13,745.00	\$54,980.00	\$10,816.00	\$43,264.00	\$15,000.00	\$60,000.00	\$6,500.00	\$26,000.00
32	4" Near Side Sewer Service Connection	3	EA	\$3,586.57	\$10,759.71	\$3,000.00	\$9,000.00	\$2,750.00	\$8,250.00	\$4,000.00	\$12,000.00	\$3,550.00	\$12,000.00	\$4,472.00	\$13,416.00	\$4,000.00	\$12,000.00	\$3,000.00	\$9,000.00
33	Abandon Existing Waterlines - Includes Filling pipes with arout under road	3000	LF	\$2.68	\$2,160.00	\$2.50	\$2,500.00	\$15.00	\$15,000.00	\$15.00	\$15,000.00	\$25.00	\$25,000.00	\$5.00	\$5,000.00	\$15.00	\$15,000.00	\$35.00	\$35,000.00
34	Remove Existing Waterlines	4000	LF	\$16.21	\$64,840.00	\$2.00	\$8,400.00	\$25.00	\$105,000.00	\$15.00	\$60,000.00	\$20.00	\$84,000.00	\$11.00	\$46,200.00	\$30.00	\$126,000.00	\$45.00	\$189,000.00
35	Remove Existing Manholes	3	EA	\$4,901.39	\$14,704.17	\$4,000.00	\$12,000.00	\$7,500.00	\$22,500.00	\$10,000.00	\$30,000.00	\$7,500.00	\$22,500.00	\$3,176.00	\$10,128.00	\$17,500.00	\$52,500.00	\$2,000.00	\$6,000.00
36	Abandon Existing Sewerlines - Includes Filling pipes with arout under road	2000	LF	\$14.17	\$28,340.00	\$2.50	\$5,000.00	\$7.50	\$15,000.00	\$15.00	\$30,000.00	\$25.00	\$50,000.00	\$5.00	\$10,000.00	\$15.00	\$30,000.00	\$30.00	\$60,000.00
37	Remove Existing Sewerlines	600	LF	\$15.86	\$11,516.00	\$5.00	\$15,000.00	\$10.00	\$18,000.00	\$50.00	\$30,000.00	\$20.00	\$12,000.00	\$23.00	\$13,800.00	\$30.00	\$18,000.00	\$45.00	\$27,000.00
38	Remove Existing Lift Station - Includes Salvaging Equipment and Filling 30 CY	1	LS	\$6,068.06	\$6,068.06	\$5,000.00	\$5,000.00	\$12,500.00	\$12,500.00	\$10,000.00	\$10,000.00	\$7,500.00	\$7,500.00	\$15,368.00	\$15,368.00	\$19,000.00	\$19,000.00	\$30,000.00	\$30,000.00
39	TV Inspection of Complete Sewer	1758	LF	\$4.07	\$7,155.06	\$0.60	\$1,054.80	\$8.00	\$14,064.00	\$3.00	\$5,274.00	\$5.00	\$8,780.00	\$7.00	\$12,306.00	\$8.00	\$14,064.00	\$5.00	\$8,780.00
40	Bypass Sewer Pumping	1	LS	\$49,302.80	\$49,302.80	\$15,000.00	\$15,000.00	\$20,000.00	\$20,000.00	\$10,000.00	\$10,000.00	\$27,500.00	\$27,500.00	\$6,762.00	\$6,762.00	\$19,000.00	\$19,000.00	\$35,000.00	\$35,000.00
41	Owners Allowance for Material Testing	1	LS	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00
42	Owners Allowance for Field Changes	1	LS	\$200,000.00	\$200,000.00	\$200,000.00	\$200,000.00	\$200,000.00	\$200,000.00	\$200,000.00	\$200,000.00	\$200,000.00	\$200,000.00	\$200,000.00	\$200,000.00	\$200,000.00	\$200,000.00	\$200,000.00	\$200,000.00
				\$1,73,400.62		\$1,463,791.80		\$1,625,584.00		\$1,732,384.00		\$1,734,668.00		\$1,843,086.00		\$1,930,095.00		\$3,768,500.00	

November 7, 2024

City of Jacksonville
315 S. Ragsdale
Jacksonville, Tx 75766

Re: City of Jacksonville – Hwy 175 Utility Relocates

As you are aware, bids for the above referenced project were solicited and opened on Monday, November 4, 2024. A total of eight (8) bids were received. A summary of the received bids is below:

Contractor	Base Bid
McKinney & Moore	\$1,373,400.62
John Wright Construction	\$1,463,791.80
Moore Construction	\$1,625,584.00
Duplichain Contractors, LLC	\$1,732,384.00
Capps-Capco Construction	\$1,734,668.00
S-Co Incorporated	\$1,843,086.00
Horton Excavating, LLC	\$1,930,095.00
Canary Construction, Inc.	\$3,768,500.00

McKinney & Moore is the low bidder. References were contacted for McKinney & Moore's most recent projects, and no issues were found with those projects. McKinney & Moore appears to have the personnel, knowledge, and capability to construct this project.

Sincerely,
Schaumburg & Polk, Inc.

Jeffrey C. Simmons
Jeffrey C. Simmons, P.E.
Project Manager



Jacksonville City Council

AGENDA ITEM REPORT

AGENDA DATE:	11/12/2024	ITEM NUMBER:	13.
DEPARTMENT:	Administration	PREPARED BY:	Chris Silvey, BUILDING INSPECTOR
INITIATED BY:	Chris Silvey, BUILDING INSPECTOR	EXHIBITS:	Minutes 10.15.24, Agenda packet 10.15.24
ITEM TITLE:	A) PUBLIC HEARING: HEAR AND RECEIVE INPUT REGARDING A REQUESTED ZONE CHANGE FROM A (SINGLE FAMILY) TO B (ONE AND TWO FAMILY) LOCATED AT 902 AUSTIN STREET. DESCRIBED AS LOT 1A BLK 99 SA & 3A N 1/2 OF 1 & 2 & W 15' OF 3 JACKSONVILLE. PROPERTY ID # 222283000 B) DISCUSS AND CONSIDER WITH POSSIBLE ACTION APPROVAL OF AN ORDINANCE GRANTING THE REQUESTED ZONE CHANGE		

EXECUTIVE SUMMARY:

The Planning and Zoning Commission met in a Public Hearing on Tuesday, October 15, 2024, to review a requested zone change from A (Single Family) to B (One and Two Family) to allow for the construction of a duplex located at 902 Austin Street. The applicant, Janna Stock and Trey Todd, a realtor, spoke on behalf of the request. No one spoke in opposition. Mrs. Stock stated she would stay in line with the style of the neighborhood.

RECOMMENDED ACTION:

The Planning and Zoning Commission recommended approval of the zone change.

BID AND AWARD:

BUDGET DATA:

BUDGET JUSTIFICATION:

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

JACKSONVILLE PLANNING AND ZONING BOARD MEETING
TUESDAY, OCTOBER 15, 2024
JACKSONVILLE CITY HALL COUNCIL CHAMBERS
315 S. RAGSDALE
12:00 PM

Meeting Items

CALL TO ORDER

Mr. Calcote called the meeting to order at 12:00 PM

APPROVAL OF MINUTES

Mrs. Stahelin made a motion to approve the minutes as written. Mr. Franklin seconded the motion. Mr. Calcote called for a vote. All members voted to approve the minutes.

PUBLIC HEARING: REVIEW AND CONSIDER APPROVAL OF A ZONE CHANGE FROM A (SINGLE FAMILY) TO B (ONE AND TWO FAMILY) LOCATED AT 902 AUSTIN STREET, DESCRIBED AS LOT 1A BLK 99 SA & 3A N 1/2 OF 1 & 2 & W 15' OF 3 JACKSONVILLE. PROPERTY ID # 222283000

Mr. Silvey presented to the board the item on the agenda. Mr. Calcote opened the meeting up to the applicant or to those in favor. Mrs. Janna Stock, the applicant, was present. Mrs. Stock stated she wants to build duplexes on the property like she is doing on Neches Street. Mrs. Stock stated she is planning to keep the style in line with the neighborhood. Mr. Trey Todd was present and in favor. Mr. Calcote closed that portion of the meeting. Mr. Calcote opened the meeting up to those in opposition. No one was present. Mr. Calcote closed that portion of the meeting. Mr. Calcote opened the board up for discussion. Mrs. Stahelin stated that we always need more housing. Mr. Franklin made a motion to approve the zone change request. Mrs. Stahelin seconded the motion. Mr. Calcote called for a vote. All members voted to approve the zone change request.

CITIZEN PARTICIPATION

QUESTIONS, COMMENTS, DISCUSSION

ADJOURN

Mr. Calcote adjourned the meeting at 12:06 PM.



THE CITY OF JACKSONVILLE

**PLANNING AND ZONING BOARD MEETING
JACKSONVILLE CITY HALL COUNCIL CHAMBERS
315 S. RAGSDALE
TUESDAY, OCTOBER 15, 2024
12:00 PM**

ELAINE MCDONALD
BRENDA STAHELIN
ANDY CALCOTE
BECKY PAVLETICH
RAYMOND FRANKLIN

1. **CALL TO ORDER**
2. **APPROVAL OF MINUTES**
3. **PUBLIC HEARING: REVIEW AND CONSIDER APPROVAL OF A ZONE CHANGE FROM A (SINGLE FAMILY) TO B (ONE AND TWO FAMILY) LOCATED AT 902 AUSTIN STREET, DESCRIBED AS LOT 1A BLK 99 SA & 3A N 1/2 OF 1 & 2 & W 15' OF 3 JACKSONVILLE. PROPERTY ID # 222283000**
4. **CITIZEN PARTICIPATION**
5. **QUESTIONS, COMMENTS, DISCUSSION**
6. **ADJOURN**

Posted this the 11th day of October 2024.

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 STROUD, City Clerk

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



CITY OF JACKSONVILLE, TX

1220 S Bolton St.
Jacksonville, Texas 75766
(903) 586-3510
www.jacksonvilletx.org

Zoning Application

Applicant Information:

Name/Entity:	Phone Number:	Email Address:	
Janna Stock	916-747-2426	jannastock@gmail.com	
Address:	City:	State:	Zip Code:
204 Luna Circle	Folsom	CA	95630

Property Owner Information:

(Complete if Different than Applicant; if different, *Authorized Agent Form* is required)

Name/Entity:	Phone Number:	Email Address:	
Juan Villareal	903-948-6132	Villarrealmario56@gmail.com	
Address:	City:	State:	Zip Code:
207 S HIGH POINT DR,	RANGER,	TX	76470

Property Information:

Lot:	Block:	Addition:	Plat Page No. (If Applicable):	
See Attached				
Address:	City:	State:	Zip Code:	
902 Austin St	Jacksonville	Tx	75766	
Area (Acreage):	Present Zoning Classification:		Requested Zoning Classification:	
0.22	Single Family non conforming		B - 1 & 2 Family	

Reason(s) for the request (Be specific):

I would like to put a single story duplex on this lot.

Type of Zone Change Requested:

- ☒ General Zone Change (See fee ordinance for the current non-refundable fee)
☐ Special Use Permit (See fee ordinance for the current non-refundable fee)
☐ Temporary Use Permit (See fee ordinance for the current non-refundable fee)

I have searched all applicable records, and, to my best knowledge and belief, there are not restriction covenants that apply to the property as described in Part 1 (B) which would be in conflict with this rezoning Request

Signature:	Date:
	9/11/2024

Revised April 2022



CITY OF JACKSONVILLE, TX

1220 S Bolton St.
Jacksonville, Texas 75766
(903) 586-3510
www.jacksonvilletx.org

Authorization of Agent:

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

Owner Name:	Juan Villarreal	Owner Name:	Brenda Villarreal
Address:	207s high point dr	Address:	207s high point dr
City, State, Zip:	Ranger tx 76470	City, State, Zip:	Ranger tx 76470
Phone:	903 705 2852	Phone:	903 257 4654
Signature:		Signature:	

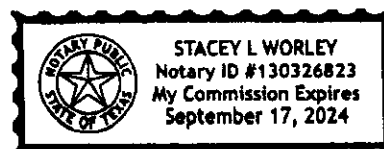
The Authorized Agent/Property Owner must sign this portion of the application in the presence of a Notary in and for the State of Texas. By signature of the Authorized Agent/Property Owner permission is being submitted to the Applicant to apply for the Zone Change.

Authorized Agent/Property Owner's Name: Juan Villarreal			
Address:	City:	State:	Zip Code:
207S High Point Dr		Tx	76470

Signature of Authorized Agent/Property Owner:

SUBSCRIBED TO AND SWORN BEFORE ME, THIS 12th DAY OF September, 20 24.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS





CITY OF JACKSONVILLE, TX

1220 S Bolton St.
Jacksonville, Texas 75766
(903) 586-3510
www.jacksonvilletx.org

Information for Completing Applications for Requesting Zone Changes

- A. A General Zone Change is a request by an Applicant for a change in a designated Zoning District within the City limits of the City of Jacksonville to seek recommendation of the Planning and Zoning Commission for approval/denial of a request to change the designated Zoning to meet an applicant's specific request for use of their property. Recommendations are presented to the City Council for final approval. The process generally takes approximately 60-90 days. (Request a copy of the approved uses of zoning designations)
- B. A Special Use Permit is a permit requested in a designated Zoning District that is not a permissible use of the Zoning District in which the special use permit is being sought. Each Zoning District has specific Special Use Permits, which are required to be submitted before the Planning and Zoning Commission. (Examples include but are not limited to: daycare centers, bed and breakfast, churches, public parks, playgrounds, public or private schools, etc.) (Request a copy of the approved uses of zoning designations)
- C. A Temporary Use Permit is a request initiated by a property owner or his authorized agent by filing an application with the Planning and Zoning Commission. The application shall be accompanied by a site plan, drawn to scale, showing the location and arrangement of the proposed temporary use. A Temporary Use Permit is for temporary use of the property for an event or action that is not to be construed as permanent. A Temporary Use Permit shall be considered by the Planning and Zoning Commission and City Council shall include specific time limits. (Examples include but are not limited to: carnival, circus, temporary skating rink, temporary church revival, tent revival, amusement development for temporary or seasonal periods of time.)
- D. All zoning is by ordinance and only the City Council has the authority to adopt or to change an ordinance. The Council has assigned the study of zoning and rezoning to the City Planning and Zoning Commission, which will make recommendations to the Council. If the Planning and Zoning Commission recommends this request for rezoning, it will not be effective until it is passed by the City Council. The rezoning process normally requires a period of sixty (60) to ninety (90) days.
- E. All requests must be filed in the Planning and Zoning Department located at 1220 S Bolton St., Jacksonville, Texas. A Filing fee must be received with the completed application form.
- F. The Planning and Zoning Commission hears all requests on the third (3rd) Tuesday of each month at 12:00 P.M. at 315 S Ragsdale St. Please have a representative present at the public hearing.

Revised April 2022



CITY OF JACKSONVILLE, TX

1220 S Bolton St.
Jacksonville, Texas 75766
(903) 586-3510
www.jacksonvilletx.org

- G. The applicant has the duty to produce evidence before the Planning and Zoning Commission and the City Council to legally justify the proposed zoning change. This generally requires a showing that conditions affecting the property have substantially changes since the last zoning classification decision of the City.
- H. The City Council meets on the Second (2nd) Tuesday of each month at 6:00 P.M. at 315 S Ragsdale St. Please have a representative present at the public hearing.

*****IMPORTANT*****

Please check with the building official or the public service director as to the availability of water and sewer service to the area where you are zoning to build. Check with the building official or the zoning department as to the restrictions and regulations of city requirements for the setback requirements, parking requirements, paving requirements, etc. and research the area in which you are requesting a zone change for criteria standards required for that zoned area. You may bring your request before the planning and zoning board at any time for any request, but you must be aware of the zoning requirements of the area for which you are seeking a zone change.

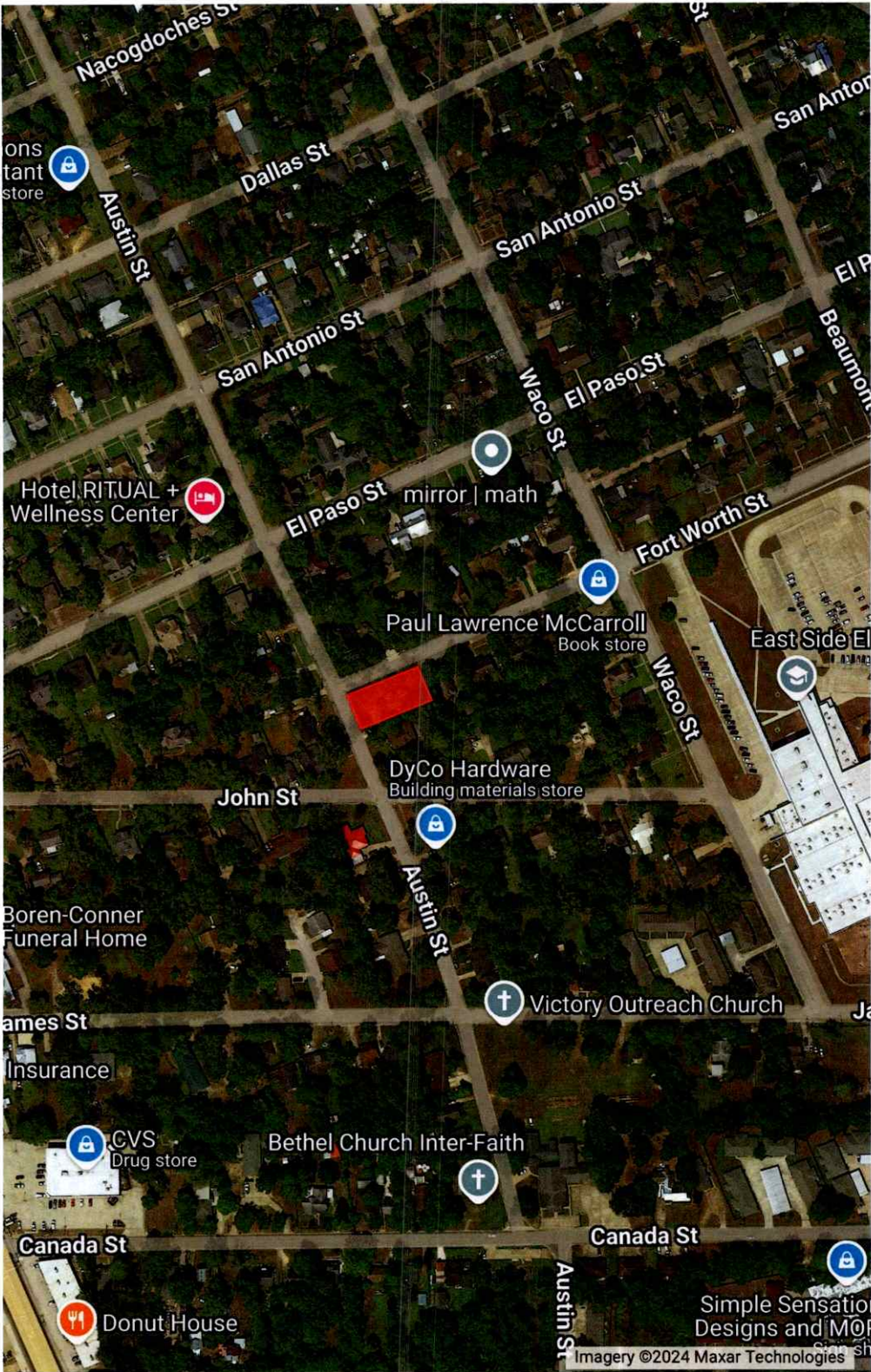
Property Address	Owner Name	Mailing Street	Mailing City, State, Zip Code
906 AUSTIN ST	PENNTERRA FRAM LLC	PO BOX 1309	JACKSONVILLE, TX 75766
1001 AUSTIN ST	RODRIGUEZ, ADELA	PO BOX 8242	JACKSONVILLE, TX 75766
902 AUSTIN ST	WASSON, BONNER PATTY JAMES L & JUAN,	PO BOX 827	JACKSONVILLE, TX 75766
1000 AUSTIN ST	DYKES GARY W AND JACQUELYN A	1000 AUSTIN ST	JACKSONVILLE, TX 75766
609-611 FT WORTH	CRUSTO LLC	104 E HOYT DR	LONGVIEW, TX 75601
1000 AUSTIN ST	BRIARPATCH CAPITAL LLC	1363 COUNTY ROAD 2001	GLEN ROSE, TX 76043
624 JOHN ST	BEARD, WESLEY	2055 S JACKSON ST	JACKSONVILLE, TX 75766
623 JOHN ST	WILBURN, TONY	268 CRESTVIEW LN	JACKSONVILLE, TX 75766
622 FORT WORTH ST	BARBER, CRAIG	304 PEBBLE BEACH DR	JACKSONVILLE, TX 75766
626 FORT WORTH ST	BARBER, CRAIG	304 PEBBLE BEACH DR	JACKSONVILLE, TX 75766
624 JOHN JACKSONVILLE	BEARD WESLEY	4018 N JACKSON	JACKSONVILLE, TX 75766
614 FORT WORTH ST	VILLEGAS MARTINEZ, MANUEL ALBERTO	614 FORT WORTH ST	JACKSONVILLE, TX 75766
615 FORT WORTH ST	WEST, LARRY DALE	615 FORT WORTH ST	JACKSONVILLE, TX 75766
619 JOHN ST	LINDE, DIANA	619 JOHN ST	JACKSONVILLE, TX 75766
622 JOHN ST	GONZALEZ, ENRIQUE	622 JOHN ST	JACKSONVILLE, TX 75766
623 FORT WORTH ST	CARDENAS, JUAN	631 JOHN ST	JACKSONVILLE, TX 75766
805 AUSTIN ST	JACKSON, PATRICIA	805 AUSTIN ST	JACKSONVILLE, TX 75766
816 AUSTIN JACKSONVILLE	WADE DEBRA ANN TILLEY	816 AUSTIN	JACKSONVILLE, TX 75766
825 AUSTIN ST	RICHARDSON, WENDY M	825 AUSTIN ST	JACKSONVILLE, TX 75766
825 AUSTIN JACKSONVILLE	RICHARDSON JAMES B	831 AUSTIN	JACKSONVILLE, TX 75766
831 AUSTIN ST	RICHARDSON, SUZANNE	831 AUSTIN ST	JACKSONVILLE, TX 75766
902 AUSTIN JACKSONVILLE	BONNER DARRYL AND JAMES L WASSON	902 AUSTIN ST	JACKSONVILLE, TX 75766

Zone Change Request

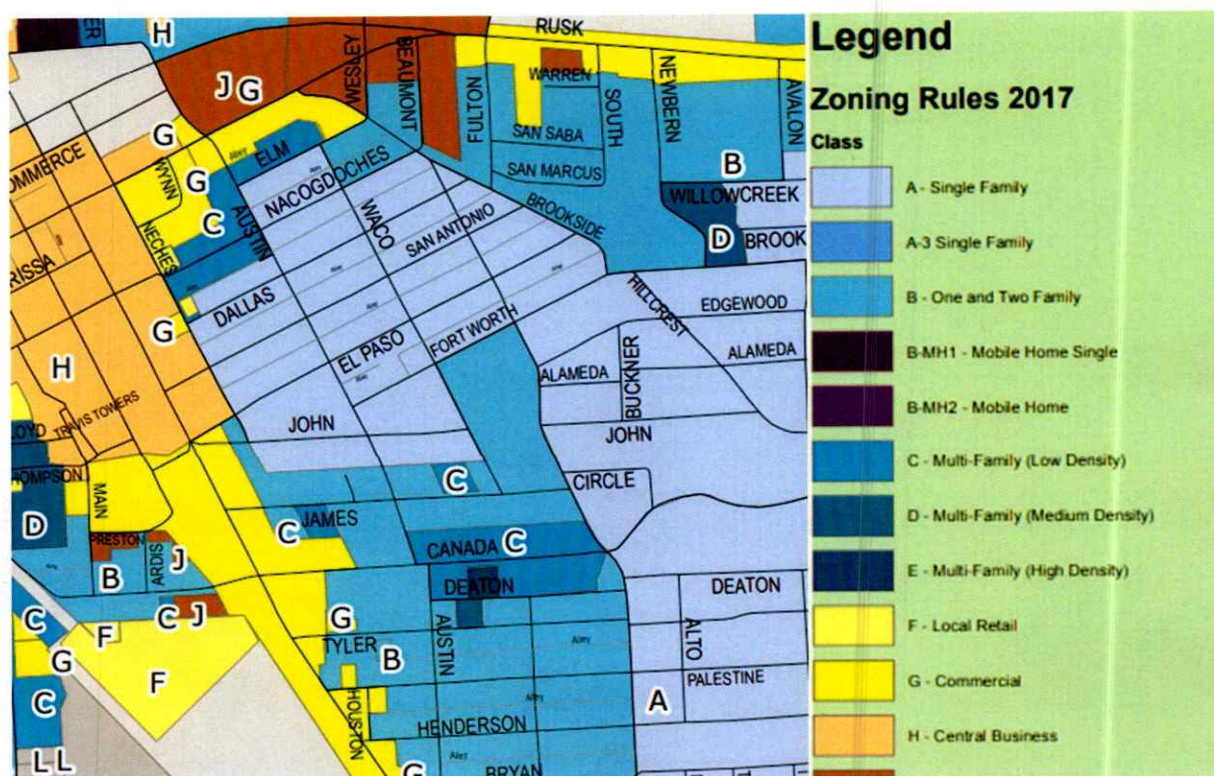
Subject Property



Polygon 1



Zone Change from A-Single Family to B-One and Two Family





THE CITY OF JACKSONVILLE

CITY OF JACKSONVILLE PLANNING & ZONING COMMISSION NOTICE OF PUBLIC HEARING TUESDAY, OCTOBER 15, 2024, AT 12:00 P.M. CITY HALL, 315 S. RAGSDALE STREET, JACKSONVILLE, TEXAS 75766.

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

- A. PUBLIC HEARING:** REVIEW AND CONSIDER APPROVAL OF A ZONE CHANGE FROM A (SINGLE FAMILY) TO B (ONE AND TWO FAMILY) LOCATED AT 902 AUSTIN STREET, DESCRIBED AS LOT 1A BLK 99 SA & 3A N 1/2 OF 1 & 2 & W 15' OF 3 JACKSONVILLE. PROPERTY ID # 222283000

This item is currently scheduled to appear before the City Council on TUESDAY, NOVEMBER 12, 2024, at 6:00 P.M. in the Council Chambers of City Hall, 315 S. Ragsdale Street, Jacksonville, Texas, 75766.



PUBLIC NOTICE CITY OF JACKSONV...

PUBLIC NOTICE CITY OF JACKSONVILLE PLANNING&ZONING COMMISSION NOTICE OF PUBLIC HEARING TUESDAY, OCTOBER 15, 2024, AT 12:00 P.M. CITY HALL, 315 S. RAGSDALE STREET, JACKSONVILLE, TEXAS 75766. The Planning&Zoning Commission will hold a public hearing for the following requests: A. PUBLIC HEARING: REVIEW AND CONSIDER APPROVAL OF A ZONE CHANGE FROM A (SINGLE FAMILY) TO B (ONE AND TWO FAMILY) LOCATED AT 902 AUSTIN STREET, DESCRIBED AS LOT 1A BLK 99 SA&3A N 1/2 OF 1&2&W 15? OF 3 JACKSONVILLE. PROPERTY ID # 222283000 This item is currently scheduled to appear before the City Council on TUESDAY, NOVEMBER 12, 2024, at 6:00 P.M. in the Council Chambers of City Hall, 315 S. Ragsdale Street, Jacksonville, Texas, 75766.

Posted Online 1 week ago • Viewed 0 times

Kristie Marks

From: cpeacock@palestineherald.com
Sent: Wednesday, October 2, 2024 11:15 AM
To: Kristie Marks
Subject: Re: Fwd.: Notice for paper

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

Thanks and you too 😊

On 10/2/24 11:11 AM, Kristie Marks wrote:

Thank you they both look good! Have a great day!

Thanks,

Kristie Marks

Administrative Assistant for Public and Community Services

1220 South Bolton

Jacksonville, Tx 75766

(903)339-3406

Kristie.marks@jacksonvilletx.org

www.jacksonvilletx.org

From: cpeacock@palestineherald.com <cpeacock@palestineherald.com>

Sent: Wednesday, October 2, 2024 11:08 AM

To: Kristie Marks <kristie.marks@jacksonvilletx.org>

Subject: Re: Fwd.: Notice for paper

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

Sure!

I have attached your proof and scheduled this notice to publish on Saturday, October 5th.
The cost will be \$74.25.

Thank you,

Courtney

On 10/2/24 10:51 AM, Kristie Marks wrote:

Can I also get this run in Saturday's paper?

C

C

C

Thanks,

Kristie Marks

Administrative Assistant for Public and Community Services

1220 South Bolton

Jacksonville, Tx 75766

(903)339-3406

Kristie.marks@jacksonvilletx.org

www.jacksonvilletx.org

From: cpeacock@palestineherald.com <cpeacock@palestineherald.com>

Sent: Wednesday, October 2, 2024 10:26 AM

To: Kristie Marks <kristie.marks@jacksonvilletx.org>

Subject: Re: Fwd.: Notice for paper

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

Good morning,

I have attached your proof and scheduled this notice to publish on Saturday, October 5th. The cost will be \$162.00.

Thank you and have a great week,

Courtney

On 10/2/24 8:17 AM, Kristie Marks wrote:

Can I get this ran 1 time in the paper?

Thanks,

Kristie Marks

Administrative Assistant for Public and Community Services

1220 South Bolton

Jacksonville, Tx 75766

(903)339-3406

Kristie.marks@jacksonvilletx.org

www.jacksonvilletx.org



Jacksonville City Council

AGENDA ITEM REPORT

AGENDA DATE:	11/12/2024	ITEM NUMBER:	14.
DEPARTMENT:	Community and Public Services	PREPARED BY:	Chris Silvey, BUILDING INSPECTOR
INITIATED BY:	Chris Silvey, BUILDING INSPECTOR	EXHIBITS:	1037 CR 3108 Variance Request
ITEM TITLE:	DISCUSS AND CONSIDER WITH POSSIBLE ACTION AN EXCEPTION TO THE LAKE RULES TO ALLOW FOR A PIER TO BE 65 FEET FROM THE SHORELINE WITH A DEPTH OF 5 FEET, LOCATED AT 1037 CR 3108, CITY OF JACKSONVILLE		

EXECUTIVE SUMMARY:

Craig and Brandi Scott, are requesting an exception to the lake rules to allow for their pier to be built at 65 feet out from the shoreline to get to a depth of 5 feet. Lake Rules and Regulations allow this exception when property owners have shallow water. It allows you to go to a maximum of 75 feet or 5 feet of water depth. The Lake Rules and Regulations states in Article IV: DOCKS AND BOATHOUSES; Section 6; Figure 3; (D) In the event the depth of the water at 50 feet from the shoreline at normal pool elevation is less than 5 feet, the City Building Official may permit a structure to extend outward from the shoreline past the 50-foot limit until a water depth of 5 feet is encountered, provided that: (1) The proposed structure conforms to and complies with current Rules and Regulations Governing Lake Jacksonville in all respects; and (2) The Jacksonville City Council, by majority vote of a quorum present for a duly called or scheduled City Council meeting, determines that the proposed structure will not have an unreasonable or adverse impact upon the use and enjoyment of the adjoining Lake Lots and any approved improvements thereupon; and (3) In no event shall the structure extend more than 75 feet.

RECOMMENDED ACTION:

Staff recommends approval of the item

BID AND AWARD:

BUDGET DATA:

BUDGET JUSTIFICATION:

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

10/23/2024

Reference: Craig and Brandi Scott

1037 County Road 3108 Jacksonville, TX 75766

Lot 7 Block D South Shore Subdivision Lake Jacksonville

Scott Boat House

Builder Greg Ayers

Start date is ASAP.

Request for a variance from the 50-foot maximum distance from shoreline, requesting to be allowed to go to 65 feet from shoreline.

Based on Normal Pool Level of 422 feet above sea level the following water depth measurements were observed

50 feet = 3.5 feet

60 feet = 4.5 feet

65 feet = 5.0 feet

Dear City of Jacksonville Council members,

Craig and Brandi Scott request permission to exceed the 50 foot maximum build line due to shallow water at this location. This area is known to be shallow water since it was designated as a swim area before the city sold off the lots. This lot is in a cove with relatively light boat traffic and if you will look at the Google Map aerial view and plat drawing you can see at 65 feet we will still not obstruct the view of the lake from our neighbors boat house to the south. Because of the existing vegetation on our property, they had no view of the lake from their existing home in that direction.

Our immediate plans are to build the boathouse and then start construction of a small guest house and a perimeter fence on the property. We eventually plan to build a house on the lot to live in full time as we get closer to retirement. We have already completed a bulkhead on the property and have trimmed trees and removed some dead trees from the lot. Thank you for your consideration and we look forward to enjoying beautiful Lake Jacksonville for many more years.

Craig and Brandi Scott

Cell 817-304-1161



Shore line

5' x ?
walk way

Roof line

X CF

X CF

14' x 14'
OPEN DUCK

6' BAY
DOOR

WINDOWS

10' x 20'
Room

WINDOWS

10' x 20'
SLIP

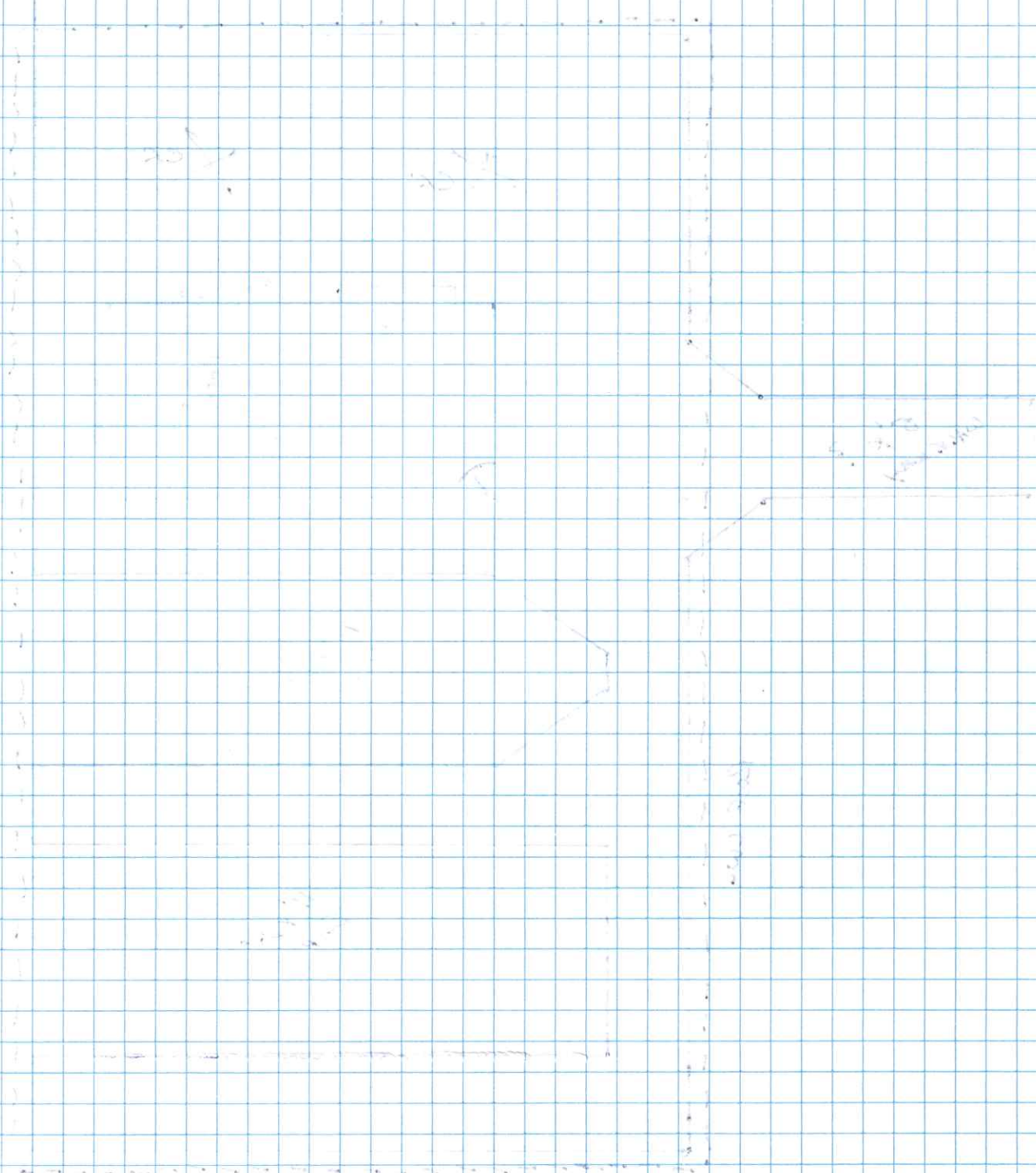
11' x 30'
SLIP

57'

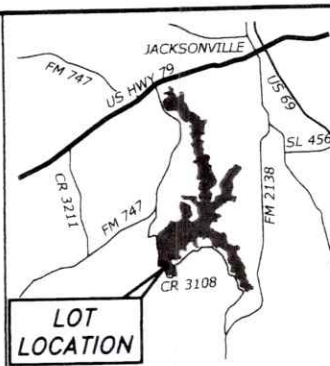
71'

34'

TBO

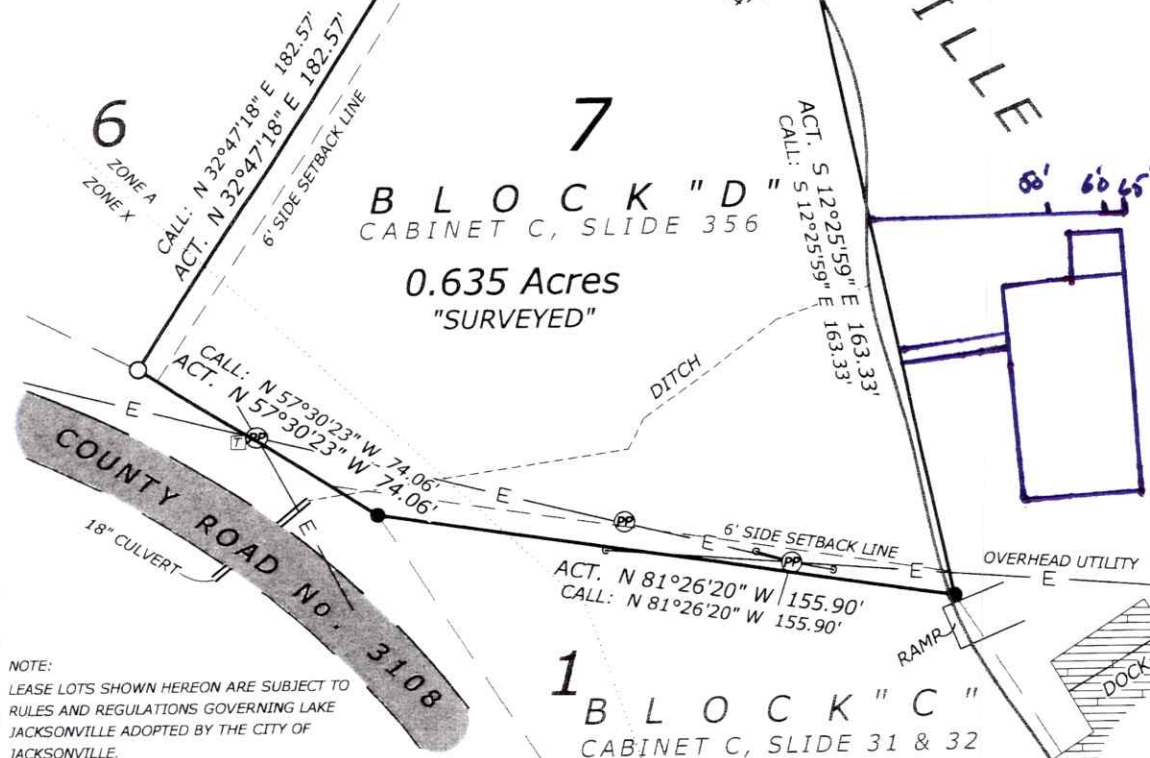


PLAT OF SURVEY
LOT 7
BLOCK "D"
SOUTH SHORE SUBDIVISION
LAKE JACKSONVILLE
H. C. EVANS SURVEY, ABSTRACT No. 253
CHEROKEE COUNTY, TEXAS
CABINET C, SLIDE 356
PLAT RECORDS OF CHEROKEE COUNTY, TEXAS



VICINITY MAP: NOT TO SCALE

- LEGEND**
- BOUNDARY LINE
 - RECORD LINE
 - SHORELINE
 - OVERHEAD UTILITY
 - UTILITY POLE
 - GUY ANCHOR
 - ASPHALT
 - CONCRETE
 - TELEPHONE PEDESTAL
 - 1/2" STEEL ROD FOUND
 - 1/2" STEEL ROD FOUND WITH CAP MARKED "CANYON LAND SURVEYING MONUMENT"



NOTE:
LEASE LOTS SHOWN HEREON ARE SUBJECT TO
RULES AND REGULATIONS GOVERNING LAKE
JACKSONVILLE ADOPTED BY THE CITY OF
JACKSONVILLE.

I, CANYON HAMILTON, REGISTERED PROFESSIONAL LAND SURVEYOR No. 6807, DO HEREBY CERTIFY THAT THE PLAT SHOWN HEREON WAS
PREPARED FROM AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION, DURING THE MONTH OF JANUARY 2023,
OF THE PROPERTY LOCATED ON COUNTY ROAD No. 3108, JACKSONVILLE, TEXAS, 75766 BEING SITUATED IN THE H.C. EVANS SURVEY,
ABSTRACT No. 253 CHEROKEE COUNTY, TEXAS, BEING ALL OF THAT CERTAIN LOT 7, BLOCK "D", SOUTH SHORE SUBDIVISION, LAKE
JACKSONVILLE, ACCORDING TO PLAT THEREOF IN CABINET C, SLIDE 356 OF THE PLAT RECORDS OF CHEROKEE COUNTY, TEXAS.

NOTES:
1) THIS SURVEY WAS COMPLETED WITHOUT THE BENEFIT OF AN ABSTRACT OF TITLE, THERE MAY BE EASEMENTS OR OTHER MATTERS NOT SHOWN THAT AFFECT
THE PROPERTY.

2) THIS SURVEYOR HAS MADE NO INVESTIGATION OR INDEPENDENT SEARCH FOR EASEMENTS OF RECORD, ENCUMBRANCES, RESTRICTIVE COVENANTS,
OWNERSHIP TITLE EVIDENCE OR ANY OTHER FACTS THAT AN ACCURATE AND CURRENT TITLE SEARCH MAY DISCLOSE, NOR WAS ANY PROVIDED.

3) IN PROVIDING THIS SURVEY NO ATTEMPT HAS BEEN MADE TO OBTAIN OR SHOW DATA CONCERNING THE EXISTENCE, SIZE, DEPTH, CONDITION, CAPACITY OR
LOCATION OF ANY UTILITY EXISTING ON THE SUBJECT PROPERTY WHETHER PRIVATE, MUNICIPAL OR PUBLIC OWNED. SUBSURFACE AND ENVIRONMENTAL
CONDITIONS WERE NOT SURVEYED OR EXAMINED OR STATEMENT IS MADE CONCERNING THE EXISTENCE OF UNDERGROUND OR OVERHEAD CONDITIONS,
CONTAINERS OR FACILITIES THAT MAY AFFECT THE USE OR DEVELOPMENT OF THIS PROPERTY.

4) BY GEOGRAPHIC PLOTTING A PORTION OF THE SUBJECT PROPERTY IS LOCATED WITHIN (ZONE A - SPECIAL FLOOD HAZARD AREAS SUBJECT TO INUNDATION BY
THE 1% ANNUAL CHANCE FLOOD), AS SHOWN ON FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD MAPS. SEE MAP NUMBER 48073C0300D, EFFECTIVE DATE
JANUARY 6, 2011.

5) BEARINGS SHOWN HEREON ARE BASED ON THE STATE PLANE COORDINATE SYSTEM 1983, TEXAS CENTRAL, ZONE (4203), NAD83.
ENCROACHMENTS, CONFLICTS OR PROTRUSIONS, IF ANY, ARE AS SHOWN.

TO THE BEST OF MY KNOWLEDGE THE PLAT HEREON IS A TRUE, CORRECT
AND ACCURATE REPRESENTATION OF THE PROPERTY AS DETERMINED BY
SURVEY, THE LINES AND DIMENSIONS OF SAID PROPERTY BEING AS
INDICATED BY THE PLAT. THE SIZE, LOCATION AND TYPE OF BUILDING
AND IMPROVEMENTS ARE AS SHOWN, SET BACK FROM THE PROPERTY
LINES THE DISTANCES INDICATED.

BY:
CANYON HAMILTON
REGISTERED PROFESSIONAL LAND SURVEYOR
STATE OF TEXAS No. 6807



PREPARED BY:

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

DRAFT BY: S.E. CHECKED BY: C.H. DATE: 01/25/2023 SCALE 1" = 40'

50' = 3.5'
60' = 4.5'
65' = 5.00'

NORMAN POOL LAKE & 422 FEET N52C

Google Maps



Imagery ©2024 Maxar Technologies, Map data ©2024 100 ft

LOCATION Aerial View



Jacksonville City Council

AGENDA ITEM REPORT

AGENDA DATE:	11/12/2024	ITEM NUMBER:	15.
DEPARTMENT:	Community and Public Services	PREPARED BY:	Chris Silvey, BUILDING INSPECTOR
INITIATED BY:	Chris Silvey, BUILDING INSPECTOR	EXHIBITS:	redbird lane replat-Model
ITEM TITLE:	DISCUSS AND CONSIDER WITH POSSIBLE ACTION APPROVING A REPLAT OF LOT 5R1 AND 7R1 OF THE REDBIRD LANE SUBDIVISION		

EXECUTIVE SUMMARY:

Jeremy and Crystal Brummett have submitted an application and a replat of their lots in the Redbird Lane Subdivision. This subdivision is a non-shoreline lease lot at Lake Jacksonville. They are making this request to correct an issue with their driveway encroaching onto their neighbor's property.

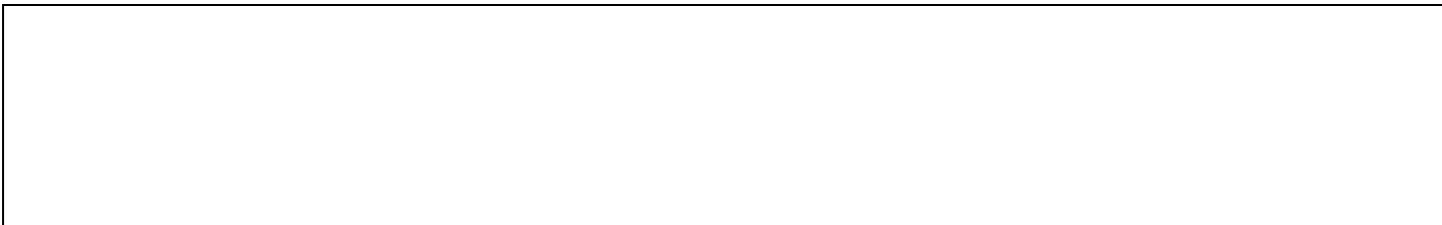
RECOMMENDED ACTION:

Staff recommends approval of the item

BID AND AWARD:

BUDGET DATA:

BUDGET JUSTIFICATION:

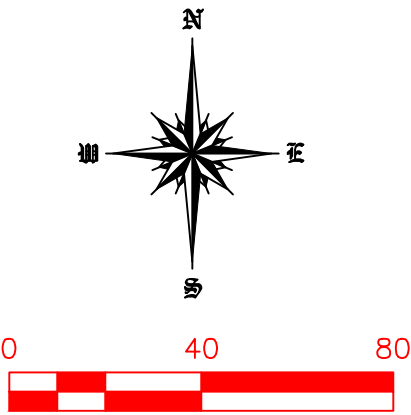


STRATEGY MAP

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

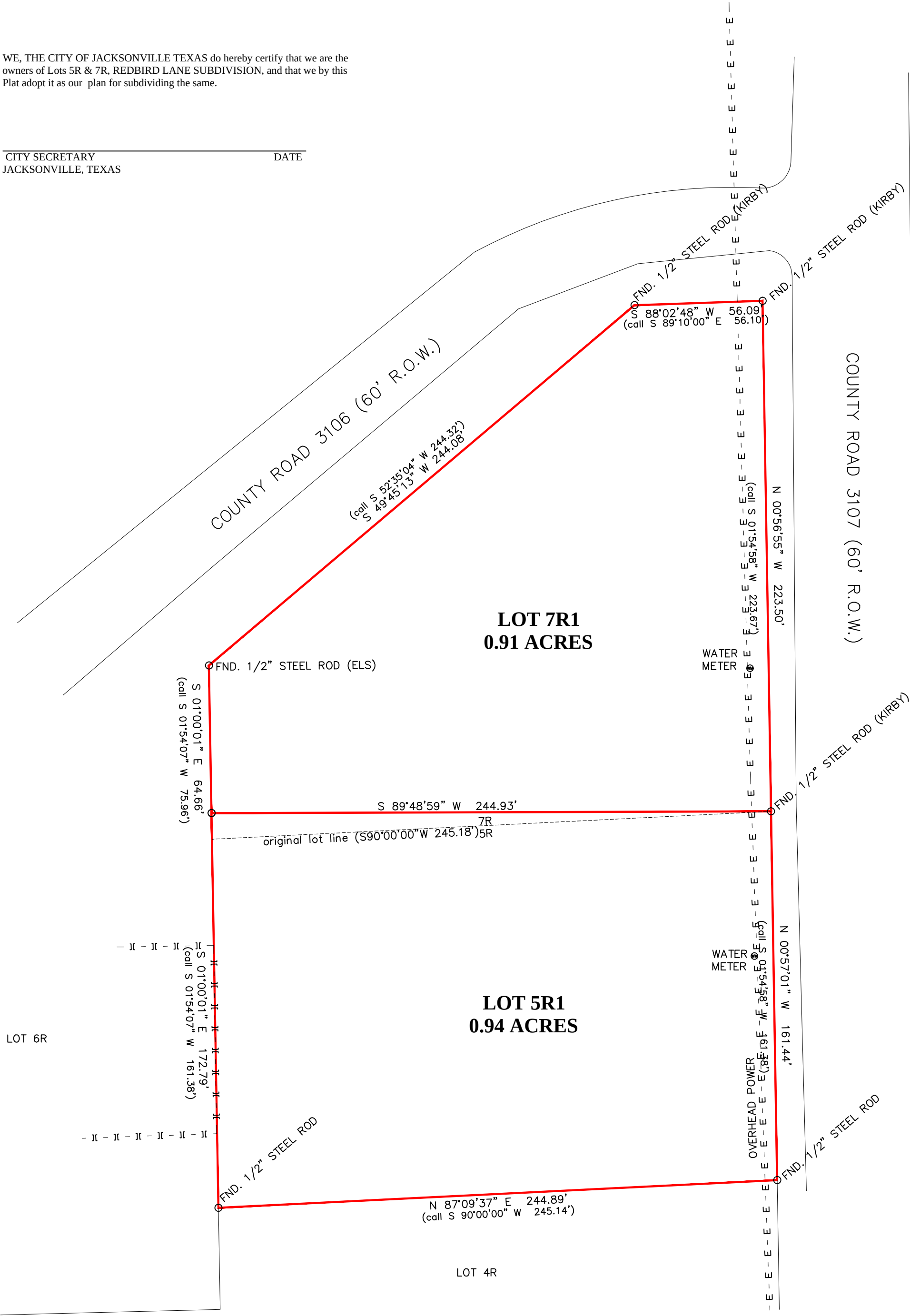
POLICY/GOAL CONSIDERATION:**LEGAL:**

FINAL REPLAT
OF LOTS 5R AND 7R INTO 5R1 AND 7R1,
OF THE REDBIRD LANE SUBDIVISION
AS SHOWN IN CABINET B, SLIDE 192
PLAT RECORDS OF CHEROKEE COUNTY, TEXAS



WE, THE CITY OF JACKSONVILLE TEXAS do hereby certify that we are the owners of Lots 5R & 7R, REDBIRD LANE SUBDIVISION, and that we by this Plat adopt it as our plan for subdividing the same.

CITY SECRETARY _____ DATE _____
JACKSONVILLE, TEXAS



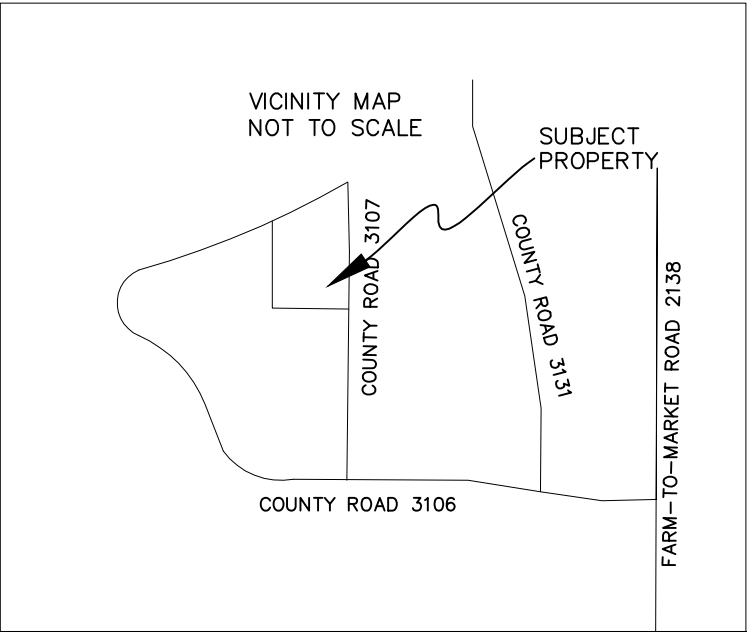
SURVEYOR'S NOTES:

Bearings are based on Grid, Texas State Plane Coordinate System, Texas Central Zone 4203, North American Datum of 1983.
ALL CORNERS ARE SET 3/8" STEEL RODS WITH A PLASTIC CAP
MARKED MATABO UNLESS OTHERWISE SHOWN ON PLAT

FLOODPLAIN STATEMENT

THE SUBJECT TRACT IS WITHIN ZONES "X" AREAS
DETERMINED TO BE AREAS OF MINIMAL FLOOD HAZARD
ACCORDING TO FIRM (FLOOD INSURANCE RATE MAP) MAP
NO. 48073C0300 D EFFECTIVE DATE JANUARY 6, 2011.

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 month of October 2024.



We, Jeremy Brummett and Crystal Brummett are the Leaseholders of Lots 5R, Redbird Lane Subdivision to Lake Jacksonville, according to the Plat thereof as shown in Cabinet B, Slide 192 of the Plat Records of Cherokee County Texas.

Jeremy Brummett
Leaseholder

Crystal Brummett
Leaseholder

STATE OF TEXAS
COUNTY OF CHEROKEE

I, the undersigned notary public, do hereby certify that Jeremy Brummett did personally appear before me on this ____ day of November, 2024, to acknowledge the above, which witness my hand and seal of office

Notary Public in and for the STATE OF TEXAS

STATE OF TEXAS
COUNTY OF CHEROKEE

I, the undersigned notary public, do hereby certify that Crystal Brummett did personally appear before me on this ____ day of November, 2024, to acknowledge the above, which witness my hand and seal of office

Notary Public in and for the STATE OF TEXAS

We, Shanequa Redd-Dorsey and Steven Dorsey are the Leaseholders of Lots 7R, Redbird Lane Subdivision to Lake Jacksonville, according to the Plat thereof as shown in Cabinet B, Slide 192 of the Plat Records of Cherokee County Texas.

Shanequa Redd-Dorsey
Leaseholder

Steven Dorsey
Leaseholder

STATE OF TEXAS
COUNTY OF CHEROKEE

I, the undersigned notary public, do hereby certify that Shanequa Redd-Dorsey did personally appear before me on this ____ day of November, 2024, to acknowledge the above, which witness my hand and seal of office

Notary Public in and for the STATE OF TEXAS

STATE OF TEXAS
COUNTY OF CHEROKEE

I, the undersigned notary public, do hereby certify that Steven Dorsey did personally appear before me on this ____ day of November, 2024, to acknowledge the above, which witness my hand and seal of office

Notary Public in and for the STATE OF TEXAS

ANY CONSTRUCTION IN THIS
SUBDIVISION SHALL CONFORM TO
THE ZONING ORDINANCE AND SET
BACK REQUIREMENTS OF THE CITY
OF JACKSONVILLE, TEXAS
THE CITY OF JACKSONVILLE DOES NOT EXTEND CITY
UTILITIES OUTSIDE THE CITY LIMITS



Prepared By:
Matabo Surveying, Inc
P.O. BOX 396
New Summerfield, Texas 75780
Firm No. 10193882
Phone: (903) 413-9456
matt@matabosurveying.com



Jacksonville City Council

AGENDA ITEM REPORT

AGENDA DATE:	11/12/2024	ITEM NUMBER:	16.
DEPARTMENT:	Finance	PREPARED BY:	Roxanna Briley, Finance Director
INITIATED BY:	Roxanna Briley, Finance Director	EXHIBITS:	CCAD Certified tax roll levy001
ITEM TITLE:	APPROVE THE CERTIFIED TAX ROLL AS PRESENTED BY THE CHEROKEE CENTRAL APPRAISAL DISTRICT		

EXECUTIVE SUMMARY:

Cherokee Central Appraisal District annually certifies the tax roll for the upcoming year. They require approval of the governing body of the taxing entity.

RECOMMENDED ACTION:

Approve the certified tax roll as submitted by Cherokee Central Appraisal District.

BID AND AWARD:

BUDGET DATA:

The certified levy variation is \$38,930.71 greater than what was budgeted.

BUDGET JUSTIFICATION:

STRATEGY MAP

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

POLICY/GOAL CONSIDERATION:

This is an annual request by Cherokee Central Appraisal District for the approval of the verified tax roll for 2024.

LEGAL:

The governing body of each taxing entity must approve the certified tax roll as set by the appraisal district.



CHEROKEE COUNTY APPRAISAL DISTRICT

P.O. BOX 494 • 107 East Sixth Street • Rusk, Texas 75785
(903) 683-2296 • Fax (903) 683-6271

2024
CERTIFIED TAX ROLL LEVY
FOR
City of Jacksonville
(Cherokee County Portion Only)

I, P. Jan Lowry, hereby certify that the amount below constitutes the total tax roll for the City of Jacksonville located in Cherokee County and includes all real and personal property as approved by the Cherokee County Appraisal Review Board.

CERTIFIED LEVY AMOUNT **\$6,629,981.64**

Submitted this 4th day of October, 2024.



P. Jan Lowry
Tax Assessor/Collector
TDLR License #73567



CHEROKEE COUNTY APPRAISAL DISTRICT

P.O. BOX 494 • 107 East Sixth Street • Rusk, Texas 75785
(903) 683-2296 • Fax (903) 683-6271

2024
CERTIFIED TAX ROLL LEVY
FOR
City of Jacksonville
(Cherokee County Portion Only)

Adopted M&O Rate	\$0.489340
Adopted I&S Rate	\$0.148290 (+)
Adopted Total Tax Rate	\$0.637630 (=)
100% Market Value	\$1,362,066,624.00
Loss to Productivity	\$15,800,360.00 (-)
Loss to Homestead and 23.231 Cap	\$76,445,212.00 (-)
Loss to Exemptions	\$166,205,599.00 (-)
Net Taxable Value	\$1,103,615,453.00 (=)
Less Freeze Taxable Value	\$164,830,190.00 (-)
Net Taxable after Frozen	\$938,785,263.00 (=)
Total Adopted Tax Rate	\$0.006376300 (x)
Tax Levy on Non-Frozen	\$5,985,976.47 (=)
Plus Actual Taxes on Frozen	\$644,001.53 (+)
Total Base Tax Levy	\$6,629,978.00 (=)
Plus Ag Penalties	\$3.64 (+)
Plus BPP Rendition Penalties	(+)
Plus Late Correction Penalties	(+)
Total Certified Levy	\$6,629,981.64 (=)



Jacksonville City Council

AGENDA ITEM REPORT

AGENDA DATE:	11/12/2024	ITEM NUMBER:	17.
DEPARTMENT:	Finance	PREPARED BY:	Roxanna Briley, Finance Director
INITIATED BY:	Roxanna Briley, Finance Director	EXHIBITS:	INVITATION FOR BID LEASE / PURCHASE FINANCING, Copy of Lease purchase financing 2024.611.1
ITEM TITLE:	DISCUSS AND CONSIDER WITH POSSIBLE ACTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A FINANCING CONTRACT WITH FIRST AMERICAN EQUIPMENT FINANCE FOR THE PURCHASE OF A VACTOR IMPACT COMBINATION SEWER CLEANING TRUCK		

EXECUTIVE SUMMARY:

At the February 2024 City Council meeting, the Council approved the purchase of a Vactor iMPACT combination sewer jet and vacuum truck on the “mile after mile” program. The cost of this truck is \$440,307. Our prior truck was on a 5-year capital lease with a \$65,000 budget annually for the lease payment. The staff is exploring a more budget neutral method of financing rather than a lump sum cash payment.

RECOMMENDED ACTION:

Authorize the City Manager to enter into a contract for the purpose of financing a Vactor iMPACT combination sewer jet and vacuum truck on the “mile after mile” program.

BID AND AWARD:

First American Equipment Finance at an interest rate not to exceed 4.56%

BUDGET DATA:

201-611-06-58883-000 CAPITAL MOTOR VEHICLES \$440,307 budgeted.

BUDGET JUSTIFICATION:

Our prior truck was on a 5-year capital lease with a \$65,000 budget annually for the lease payment. The staff is exploring a more budget neutral method of financing rather than a lump sum cash payment.

STRATEGY MAP

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

POLICY/GOAL CONSIDERATION:**LEGAL:**

**CITY OF JACKSONVILLE
INVITATION FOR BID
LEASE / PURCHASE FINANCING**



IFB # 2024-611-1

DUE DATE: November 4, 2024 @ 2:00 PM, CST

**CITY OF JACKSONVILLE, TEXAS
(903) 586-3510**

<http://www.jacksonvilletx.org/>

Table of Contents

PART I.....	4
GENERAL.....	4
PURPOSE.....	4
ATTACHMENTS	4
CLARIFICATION	4
RESPONDENT QUALIFICATIONS	4
PRICE INCREASE	5
AGREEMENT TERM	5
PART II.....	5
SPECIFICATIONS.....	5
SCOPE OF SERVICES.....	5
POINT OF CONTACT	5
INTEREST RATE	5
AMOUNT TO BE FINANCED	5
FEES AND EXPENSES	6
PAYMENT TERMS.....	6
DOCUMENTATION / SECURITY	6
FUNDING SCHEDULE.....	6
COSTS.....	6
VALIDITY	6
BOND RATING.....	6
RIGHT TO FINANCE ELSEWHERE.....	6
ASSIGNMENT	6
NET LEASE.....	7
LEGAL OPINIONS.....	7
CLASSIFICATION.....	7
EQUIPMENT	7
PART III.....	7
SCHEDULE AND RESPONSE INSTRUCTIONS	7
SCHEDULE OF EVENTS	7
SOLICITATION UPDATES	8
RESPONSE DUE DATE.....	8
BEST VALUE EVALUATION AND CRITERIA.....	8
AWARD	9

POST AWARD MEETING.....	9
PART IV	9
RESPONSE REQUIREMENTS	9
PART V	10
CONFIDENTIALITY OF CONTENT	10
PART VI	10
GENERAL TERMS AND CONDITIONS / INSURANCE REQUIREMENTS	10
INSURANCE	11
DEFINITIONS, TERMS AND CONDITIONS	11
PROMPT PAYMENT POLICY	11
ATTACHMENT A:	12
ATTACHMENT B:	14
ATTACHMENT C:	15
ATTACHMENT D:	16
ATTACHMENT E:	17

PART I

GENERAL

PURPOSE

The City of Jacksonville, herein after “Lessee”, requests bids from “Lessors”, (individuals and financial institutions, including leasing entities, investment banks, commercial banks, and any other interested parties) duly qualified and experienced in arranging third party financing for a Vactor iMPACT combination sewer cleaner for City purposes.

FINANCIAL INFORMATION

The City of Jacksonville’s financial information can be obtained at: <http://www.jacksonvilletx.org/186/Finance>

ATTACHMENTS

- Attachment A: Bid Sheet
- Attachment B: Reference Sheet
- Attachment C: Addendum Acknowledgment Form
- Attachment D: Solicitation Questionnaire
- Attachment E: Vactor iMPACT combination sewer cleaner

CLARIFICATION

For questions or clarification of specifications, you may contact:

Roxanna K. Briley
Finance Director
City of Jacksonville
Phone: (903) 339-3317
roxanna.briley@jacksonvilletx.org

The individual listed above may be contacted by e-mail for clarification of the specifications only. No authority is intended or implied that specifications may be amended, or alterations accepted prior to solicitation opening without written approval of the City of Jacksonville through the Finance Department.

RESPONDENT QUALIFICATIONS

The City has established the following minimum qualifications. Respondents who do not meet the minimum qualifications will not be considered for award. The Respondent shall:

- Be firms, corporations, individuals or partnerships normally engaged in providing the services as specified herein and have adequate organization, facilities, equipment, financial capability, and personnel to ensure prompt and efficient service to the City;
- Have the adequate financial capability to fund the transaction specified herein.

- Affirm that their entity and response comply with all applicable laws, rules, and regulations of Federal, State, and Local Governing entities.
- Be domiciled in or have a home office inside the United States. Respondents domiciled outside the United States, or not having a home office inside the United States will not be included for consideration in this procurement process.

PRICE INCREASE

A price increase to the agreement shall not be considered.

AGREEMENT TERM

The term of the resulting agreement shall be five (5) consecutive twelve (12) month periods from the effective date.

PART II

SPECIFICATIONS

SCOPE OF SERVICES

Lessee seeks to obtain the most competitive interest the market will bear for the purpose of leasing/purchasing the assets detailed herein. The intent of this specification is to provide bidders with sufficient information to prepare a response to this solicitation. All responses shall include, but are not limited to, the requirements outlined herein. Respondent may submit terms, conditions, options or other considerations that enhance or supplement the response, but do not restrict or degrade these requirements.

POINT OF CONTACT

Respondent's point of contact: In order to maintain consistent standards of quality work performed across the City, the City shall be provided with a designated and identified point of contact upon award of the contract to include contact information. The City's designated representative shall be notified by the Respondent immediately should the point of contact change.

INTEREST RATE

The interest rates shall be fixed for the term of the lease agreement. The Lessor shall furnish the Lessee with an appropriate amortization schedule(s). Interest shall not begin until funding is received by the City.

AMOUNT TO BE FINANCED

The amount financed shall be estimated at \$440,307 repayable in five (5) annual payments.

The following is the City's payment schedule:

January 1, 2025
January 1, 2026
January 1, 2027
January 1, 2028
January 1, 2029

FEES AND EXPENSES

Any additional fees and expenses, unless clearly identified and mutually agreed upon, shall be the sole responsibility of the Lessor.

PAYMENT TERMS

Payments shall be made to the Lessor annually in arrears. The agreement resulting from this solicitation, however, shall contain a provision whereby the City, at its sole option, may exercise an early payoff clause and all lease payments made shall be applied to the total lease amount. The early payoff shall not exceed the original total lease less all lease payments made plus any interest then due and payable, and, if any, early payoff interest or penalty.

DOCUMENTATION / SECURITY

Upon receipt of Lessee's request to lease, and upon its acceptance of same, Lessor will prepare all necessary lease documentation. All documentation will be satisfactory to Lessor and Lessee and will contain an Ad Valorem Tax Pledge.

FUNDING SCHEDULE

The successful Respondent shall, in a timely manner, execute any and all proceedings, forms, disclosures, citations, or any other documents necessary and required to complete the financing arrangement described in connection with this specification. All documents shall be executed, and funding accomplished and transferred to the City prior to January 1, 2025. Funding shall be on a mutually agreed upon date but shall not be later than January 1, 2025. Any and all agreements and supporting documents created as a result of this solicitation shall be governed and construed according to the laws of the State of Texas.

COSTS

All cost(s) incurred directly or indirectly relating to preparation of a response or any oral or written clarification, which the City may require, shall be the sole responsibility of the Respondent.

VALIDITY

All responses shall state that the bid is valid for a period of time not less than forty-five (45) days.

BOND RATING

The City's general obligation bond rating is:

Moody's Investor Service A2

Standard & Poor's A+ Affirmed 2024

RIGHT TO FINANCE ELSEWHERE

The city reserves the right to refinance the equipment covered by the agreement resulting from this solicitation and prepay any remaining amounts due without penalty or additional fees and all security shall be released by Lessor.

ASSIGNMENT

Lessor may assign its interest in the agreement resulting from this solicitation to an affiliate of Lessor without the written consent of Lessee provided Lessee is advised of said assignment before such assignment is made. If the Lessor intends to sell or resell the schedules to a non-affiliate, such intent shall be disclosed in the response

to the solicitation. The City reserves the right to approve or disapprove an assignment to a non-affiliate and such approval shall not be unreasonably withheld.

NET LEASE

All obligations, costs and responsibilities associated with ownership of the equipment will be borne by the Lessee, including insurance, maintenance, and applicable taxes.

LEGAL OPINIONS

Lessee’s Counsel will provide an opinion as to legality, enforceability, authority, title, and execution and effect of the Lease and other supporting documents.

CLASSIFICATION

Section 271.005 of the Texas Local Government Code gives the City the right to classify the financing from this solicitation as debt. Therefore, the transaction documents shall delete any non-appropriation clause and substitute the following language:

TAX LEVY

A special Interest and Sinking Fund (the “Interest and Sinking Fund”) is hereby created solely for the benefit of the Agreement, and the Interest and Sinking Fund shall be established and maintained by the City at an official depository bank of the City. The Interest and Sinking Fund shall be kept separate and apart from all other funds and accounts of the City and shall be used only for paying the interest on, and principal of, the Agreement. All ad valorem taxes levied and collected for and on account of the Agreement shall be deposited, as collected, to the credit of the Interest and Sinking Fund. During each year while the Agreement or interest thereon are outstanding and unpaid, the governing body of the City shall compute and ascertain a rate and amount of ad valorem tax money required to pay the interest on the Agreement as such interest comes due, and to provide and maintain a sinking fund adequate to pay the principal of the Agreement as such principal comes due (but never less than 2% each year), and said tax shall be based on the latest approved tax rolls of the Lessee, with full allowance made for tax delinquencies and the cost of tax collection.

NOTE

The City has issued \$3,940,000 in Certificates of Obligation in the 2024 calendar year.

EQUIPMENT

New equipment acceptable to Lessor. The Equipment is generally described as an all new Vactor iMPACT combination sewer cleaner.

PART III

SCHEDULE AND RESPONSE INSTRUCTIONS

SCHEDULE OF EVENTS

It is the City’s intention to comply with the following solicitation timeline:

EVENT	DATE
Solicitation released	October 17, 2024
Deadline for submission of questions	October 31, 2024 @ 5:00 PM, CST
City responses to questions or addendums	November 1, 2024 @ 5:00 PM, CST
Deadline for submission of responses	November 4, 2024 @ 2:00 PM, CST

All questions regarding the solicitation shall be submitted in writing by 5:00 PM CST on the due date noted above. A copy of all the questions submitted and the City's response to the questions shall be posted on the City's webpage in the form of an addendum at <http://www.jacksonvilletx.org/Bids.aspx>.

Questions shall be submitted to the City contact named herein. The City reserves the right to modify these dates. Notice of date change will be posted to the City's website.

SOLICITATION UPDATES

Respondents shall be responsible for monitoring the City's website at <http://www.jacksonvilletx.org/Bids.aspx> for any updates pertaining to the solicitation described herein. Various updates may include addendums, cancelations, notifications, and any other pertinent information necessary for the submission of a correct and accurate response. The City will not be held responsible for any further communication beyond updating the website.

RESPONSE DUE DATE

Signed and sealed responses are due at or before 2:00 PM, on the due date noted in Part III, Section 1. Mail or hand deliver sealed responses to:

City of Jacksonville
Attn: Roxanna Briley
Finance Department
315 South Ragsdale
Jacksonville, Texas 75766

Sealed responses shall be clearly marked on the outside of packaging with the Solicitation title, number, due date and "DO NOT OPEN".

Facsimile or electronically transmitted responses are not acceptable.

Responses cannot be altered or amended after opening.

No response can be withdrawn after opening, without written approval from the City for an acceptable reason.

The City will not be bound by any oral statement or offer made contrary to the written specifications.

Samples and/or copies shall be provided at the Respondent's expense and shall become the property of the City.

BEST VALUE EVALUATION AND CRITERIA

The City reserves the right to reject any or all responses, or to accept any response deemed most advantageous, or to waive any irregularities or informalities in the response received that best serves the interest and at the sole discretion of the City. All solicitations received may be evaluated based on the best value for the City. In determining best value, the City may consider:

- Purchase price.
- Reputation of Respondent and of Respondent's goods and services.
- Quality of the Respondent's goods and services.
- The extent to which the goods and services meet the City's needs.

- Respondent's past performance with the City.
- The total long-term cost to the City to acquire the Respondent's goods or services.
- Any relevant criteria specifically listed in the solicitation.

Respondents may be contacted for clarification of bid and/or to discuss details of the services they are proposing. This may include a presentation and/or the request for additional material/information to clarify.

AWARD

The City reserves the right to enter into an Agreement or a Purchase Order with a single award, split award, primary and secondary award, non-award, or use any combination that best serves the interest and at the sole discretion of the City. The award announcement will be made upon City Council approval of staff recommendation and executed agreement.

POST AWARD MEETING

The City and Successful Respondent(s) may have a post award meeting to discuss, but not be limited to the following:

- Provide City contact(s) information for implementation of agreement.
- Identify specific milestones, goals and strategies to meet objectives.

PART IV

RESPONSE REQUIREMENTS

The City of Jacksonville makes no warranty that this checklist is a full comprehensive listing of every requirement specified in the solicitation. This list is only a tool to assist participating Respondents in compiling their final responses. Respondents are encouraged to carefully read the entire solicitation.

Respondents shall submit one (1) evident signed "Original" and three (3) copies of the response requirements including any required attachments as well as an electronic form of the response. The samples and/or copies shall be provided at the Respondent's expense and shall become the property of the City.

This invitation for bid (IFB) does not commit the City to contract for any supply or service. Respondents are advised that the City will not pay for any administrative costs incurred in response preparation to this IFB; all costs associated with responding to this IFB will be solely at the interested parties' expense. Not responding to this IFB does not preclude participation in any future RFP/RFQ/IFB.

For your bid to be responsive, all required items identified below shall be submitted with your proposal.

Attachment A - (Bid Sheet): Responses shall be submitted on itemized, signed Bid Sheet provided herein. Failure to itemize or sign solicitation will result in disqualification. Submission of responses on forms other than the City's Solicitation Document will result in disqualification of the response.

Attachment B - (Reference Sheet): Provide the name, address, telephone number and E-MAIL of at least three (3) Municipal, Government agencies or firms of comparable size that have utilized a similar service

within the last two (2) years. City of Jacksonville references are not applicable. References may be checked prior to award. Any negative responses received may result in disqualification of submittal.

Attachment C – (Addendum Acknowledgement Form): Provide signed copy of this form or a signed copy of each issued addendum with bid upon submission.

Attachment D – (Solicitation Questionnaire): Respondent shall provide completed solicitation questionnaire.

Attachment E – (Vendor Quote): Provided for informational purposes.

Compliance Statement: Respondents shall affirm that their entity and response comply with all applicable laws, rules, and regulations of Federal, State, and Local Governing entities.

Financial Statement: Respondent shall provide a financial statement or information evidencing their capability to fund the transaction specified herein.

Fund Disbursement Policy: Respondent shall provide policy as to fund disbursement in the event that all equipment has not been received prior to the funding date.

The following items shall be made available upon request, by the City, prior to award and the approval of any contract:

- Proof of insurance for General Liability, Worker's Compensation and standard automobile liability coverage as set forth by the Insurance Requirements.

PART V

CONFIDENTIALITY OF CONTENT

All documents submitted in response to a solicitation shall be subject to the Texas Public Information Act. Following an award, responses are subject to release as public information unless the response or specific parts of the response can be shown to be exempt from the Texas Public Information Act. Pricing is not considered to be confidential under any circumstances.

- Information in a submittal that is legally protected as a trade secret or otherwise confidential must be clearly indicated with stamped, bold red letters stating "CONFIDENTIAL" on that section of the document. The City will not be responsible for any public disclosure of confidential information if it is not clearly marked as such.
- If a request is made under the Texas Public Information Act to inspect information designated as confidential, the Respondent shall, upon request from the City, furnish sufficient written reasons and information as to why the information should be protected from disclosure. The matter will then be presented to the Attorney General of Texas for final determination.

PART VI

GENERAL TERMS AND CONDITIONS / INSURANCE REQUIREMENTS

(ITEMS BELOW APPLY TO AND BECOME A PART OF THE CONTRACT)

INSURANCE

The Respondent shall meet or exceed all insurance requirements set forth by the City's Insurance Requirements.

DEFINITIONS, TERMS AND CONDITIONS

By submitting a response to this solicitation, the Respondent agrees that the City's standard Definitions, Terms and Conditions, in effect at the time of release of the solicitation, shall govern unless specifically provided otherwise in a separate agreement or on the face of a purchase order. Said Definitions, Terms and Conditions are subject to change without notice. It is the sole responsibility of respondents to stay apprised of changes.

PROMPT PAYMENT POLICY

Payments will be made in accordance with the Texas Prompt Payment Law, Texas Government Code, Subtitle F, Chapter 2251. The City will pay Vendor within thirty days after the acceptance of the supplies, materials, equipment, or the day on which the performance of services was completed or the day, on which the City receives a correct invoice for the supplies, materials, equipment or services, whichever is later. The Vendor may charge a late fee (fee shall not be greater than that which is permitted by Texas law) for payments not made in accordance with this prompt payment policy; however, this policy does not apply to payments made by the City in the event:

- There is a bona fide dispute between the City and Vendor concerning the supplies, materials, services or equipment delivered or the services performed that causes the payment to be late; or
- The terms of a federal agreement, grant, regulation, or statute prevent the City from making a timely payment with Federal Funds; or
- There is a bona fide dispute between the Vendor and a subcontractor or between a subcontractor and its suppliers concerning supplies, material, or equipment delivered or the services performed which caused the payment to be late; or
- The invoice is not mailed to the City in strict accordance with instructions, if any, on the purchase order or agreement or other such contractual agreement.

BID SHEET

Page 1

1. List and discuss any additional fees, expenses, penalties, or payments included in this financing proposal and indicate if such costs are amortized in the repayment schedules.
2. The effective interest rates and resulting amortization schedules shall include and reflect all amortized costs associated with the financing of the aforementioned equipment.
3. A representative amortization schedule shall be included for each finance assumption.
4. Amortization schedules shall reflect payments in "ARREARS".
5. Assuming the agreement will be carried to the full term, state the Lessee's total payments below:

Amount Financed	Term Years	Effective Interest Rate	Total Principal Payments	Total Interest Payments	Total Additional Costs	Total Cost
\$440,307	5	____%	\$	\$	\$	\$

(Annual payments in arrears)

The cost evaluation for this IFB shall be made based on the lowest "Total Cost" of the amount financed for 5 years. Authorized Signature required on Page 3 of Attachment A – Bid Sheet.

Date	Debt Service	Interest Amount	Principal	Outstanding Balance
January 1, 2025	\$	\$	\$	\$
January 1, 2026	\$	\$	\$	\$
January 1, 2027	\$	\$	\$	\$
January 1, 2028	\$	\$	\$	\$
January 1, 2029	\$	\$	\$	\$

Total \$

Authorized Representative Name: _____

Tax Identification Number: _____

Legal Business Name: _____

Address: _____

Address: _____

Contact: _____

Telephone Number: _____

E-Mail Address: _____

Business Entity Type: _____
(Individual, Partnership, Sole Proprietorship, Estate/Trust, Corporation, Governmental, Non-Profit or Other type)

Name of Parent Entity if a Subsidiary: _____

1. Funding shall be made from:

Name of Entity: _____

Address: _____

Address: _____

Contact: _____

Telephone Number: _____

E-mail address: _____

2. Lease payment shall be made to:

Name of Entity: _____

Address: _____

Address: _____

Contact: _____

Telephone Number: _____

E-mail address: _____

AUTHORIZED SIGNATURE: _____

DATE: _____

Respondent may attach as many additional pages as necessary to make this response complete.

FAILURE TO PROVIDE THE REQUIRED INFORMATION WITH THE SOLICITATION RESPONSE MAY AUTOMATICALLY DISQUALIFY THE RESPONSE FROM CONSIDERATION FOR THE AWARD.

ATTACHMENT B:

RESPONDENT'S REFERENCE SHEET

PLEASE COMPLETE AND RETURN THIS FORM WITH THE SOLICITATION RESPONSE

SOLICITATION NUMBER: _____

RESPONDENT'S NAME: _____ DATE: _____

Provide the name, address, telephone number and e-mail of at least three (3) Municipal and/or Government agencies or firms of comparable size that have utilized a similar service within the last two (2) years. City of Jacksonville references are not applicable. References may be checked prior to award. Any negative responses received may result in disqualification of submittal.

1.

Company's Name

Name of Contact

Title of Contact

E-Mail Address

Present Address

City, State, Zip Code

Telephone Number

()

Fax Number: ()

2.

Company's Name

Name of Contact

Title of Contact

E-Mail Address

Present Address

City, State, Zip Code

Telephone Number

()

Fax Number: ()

3.

Company's Name

Name of Contact

Title of Contact

E-Mail Address

Present Address

City, State, Zip Code

Telephone Number

()

Fax Number: ()

FAILURE TO PROVIDE THE REQUIRED INFORMATION WITH THE SOLICITATION RESPONSE MAY AUTOMATICALLY DISQUALIFY THE RESPONSE FROM CONSIDERATION FOR THE AWARD.

ADDENDUM ACKNOWLEDGMENT FORM

NOTE: If multiple addendums have been issued, respondents may complete and return this attachment with their proposal in place of the individual addendums to be submitted. Failure to provide either this form or the individual addendums with signatures may result in disqualification of the proposal.

Addenda Acknowledgment: The undersigned acknowledges the receipt of the following Addenda:

Addendum #: _____ Dated: _____

Addendum #: _____ Dated: _____

Addendum #: _____ Dated: _____

Addendum #: _____ Dated: _____

Addendum #: _____ Dated: _____

Respondent (Company): _____

Signature (in ink): _____

Name (Typed/printed): _____

Title: _____ Date: _____

ATTACHMENT D:

SOLICITATION QUESTIONNAIRE

1. **Specify basis: 360 day or 365-day year**

2. **Will your contract include an early payoff clause with no interest or any other penalty?**

3. **Will your contract include an early payoff clause with additional interest or other penalty? If it will, state the provisions of this clause.**

FAILURE TO PROVIDE THE REQUIRED INFORMATION WITH THE SOLICITATION RESPONSE MAY AUTOMATICALLY DISQUALIFY THE RESPONSE FROM CONSIDERATION FOR THE AWARD.



Jacksonville City Council

AGENDA ITEM REPORT

AGENDA DATE:	2/13/2024	ITEM NUMBER:	14.
DEPARTMENT:	Community and Public Services	PREPARED BY:	Randall Chandler, Director of Community and Public Services
INITIATED BY:	Randall Chandler, Director of Community and Public Services	EXHIBITS:	Vac Truck Support Documentation

EXECUTIVE SUMMARY:

The City of Jacksonville has previously purchased two separate Vactor combination sewer jet and vacuum truck. The most recent model was purchased in 2019 and was purchased under the Mile after Mile program. This program offers basic "cradle to grave" equipment acquisition and operation program through the dealer. This program is designed to provide the ability for reliable high productivity; while providing a lower cost of operation and ownership. One of the key features of the key features of the program is a guaranteed buyback of the unit, if maintenance is kept current. The current model we own, has a guaranteed buyback option of \$135,304.00, under the Mile after Mile program it was purchased under. As an option, the City may elect to sell their current unit directly to another entity or use a governmental auction service like GovDeals for the sale of the unit.

RECOMMENDED ACTION:

The staff recommends the approval of a purchase of a Vactor iMPACT combination sewer jet and vacuum truck.

BID AND AWARD:

This unit is under a Sourcwell Contract #101221-VTR, which satisfies all required bidding requirements.

BUDGET DATA:

Expenditures Required: \$440,307.00
Current Budget: \$65,000.00 (Budgeted Annually)
Funding: Capital Projects

BUDGET JUSTIFICATION:

The benefit of utilizing the Mile After Mile program, offered through Kinloch, is that owners can annually budget a fixed amount of funds for the life of the unit. For the previous five (5) years the Public and Community Services Department has budgeted \$65,000 annually towards the finance amount of the unit. At the conclusion of the loan term, Kinloch will buy our current unit back for \$135,304.00, which would make the net cost of the new unit \$305,003.00. Likewise, Kinloch will guarantee a buyback price of this new proposed unit of \$178,009.00 at the end of the 5 years under the Mile after Mile program.

STRATEGY MAP

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

POLICY/GOAL CONSIDERATION:

The incremental improvement to the City of Jacksonville's Drainage system will insure better sustainability during extreme weather events.

This capital project is in direct support of the City of Jacksonville Strategy map committal of "Focus on the Infrastructure" and more specifically "4.2 Strengthen Routine Maintenance Programs."

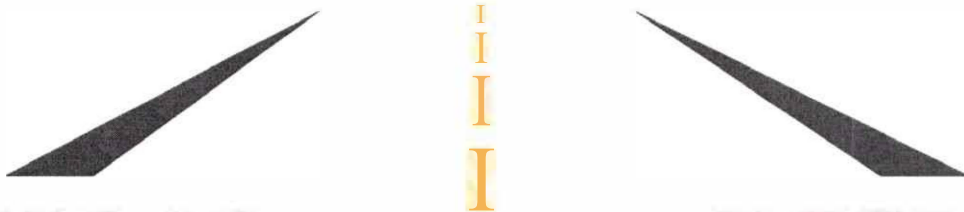
LEGAL:

The council approves all purchases over \$50,000.



Kinloch
Equipment & Supply, Inc.

3320 Pasadena Blvd.
Pasadena, TX 77502
Tel: 713.473.6213
Fax: 713.473.7858
Toll Free: 800.231.6929



MILESMAFTERMILE

**Turnkey Equipment
Ownership Solution**

For the City of Jacksonville



As an alternative to the traditional equipment acquisition model, we offer a turnkey "cradle to grave" equipment acquisition and operation solution that achieves the best of both worldshigh productivity and low cost of ownership and operation. We call this program **Mile After Mile™** .

We are pleased to offer our proposal based on the Vactor iMPACT combination sewer cleaner. Vactor is the North American market leader, enjoying just over 54% market share.

Essentially, this is what this program offers:

- Equipment built to the City's specifications and requirements as outlined in the accompanying proposal
- A five (5) year bumper-to-bumper warranty for both the truck chassis and sewer cleaner
- All repairs & maintenance included (except rodder hose)
- Guaranteed minimum 95% equipment availability supported by free of charge loaner equipment in the event of protracted downtime

This again is designed to offer a low, fixed cost of operation and a correspondingly high level of equipment availability. This program is offered for a five (5) year term.

ACQUISITION OPTIONS

Model	Vactor iMPACT
Debris Body Capacity	3 Cubic Yards
Water Tank Capacity	500 Gallons
Vacuum System	Roots 616 15" Positive Displacement Blower
Boom	5' Extendable
Mile After Mile™ Program	
Five (5) Year Bumper to Bumper Warranty	Included in Payment
Five (5) Year Repair & Maintenance Agreement	Included in Payment
Free Loaner Equipment	Included in Payment
Payment Schedule	
Outright Purchase Price of Vactor iMPACT Including Mile After Mile Provisions	\$440,307.
Less Buyback of City's 2019 Vactor 2103	(\$135,304.)
Net Amount Due at Time of Delivery	\$305,003.
Buyback Option	
Upon the conclusion of the five (5) year term, the City of Jacksonville has first option to return this equipment to KESI under the provisions of our repurchase agreement for \$178,009. The City is under no obligation to exercise this option although the provisions of the Mile After Mile Agreement would expire.	



3320 Pasadena Blvd.
Pasadena, TX 77502
Tel: 713.473.6213
Fax: 713.473.7858
Toll Free: 800.231.6929

This proposal is made as a matter of convenience. Only franchise motor vehicle dealers can legally pass title on a new motor vehicle in the State of Texas. Any order generated as a result of this proposal needs to be made in favor of Kyrish Truck Center as the Sourcewell contract holder for the make and model of chassis offered in this proposal.

Prices quoted herein are valid until February 15, 2024.

Sincerely,

Daniel J. Federico
Sales Manager



DOGETT FREIGHTLINER OF SOUTH TEXAS LLC - AUSTIN

1701 Smith Rd.
Austin, Texas 78721Bus: 512-389-0000
Fax: 512-389-2663

INV#:

DATE: 5/26/2023

INVOICE / BUYER'S ORDER

BUYER'S NAME CITY OF JACKSONVILLE		TELEPHONE 903-586-3510	
ADDRESS 315 SOUTH RAGSDALE STREET		CITY JACKSONVILLE	STATE TX
YEAR 2024	MAKE FREIGHTLINER	MODEL/BODY M2106 PLUS	VIN TBD
		ZIP CODE 75766	
		LICENSE PLATE	

A DOCUMENTARY FEE IS NOT AN OFFICIAL FEE. A DOCUMENTARY FEE IS NOT REQUIRED BY LAW, BUT MAY CHARGED TO BUYER FOR HANDLING DOCUMENTS RELATING TO THE SALE. A DOCUMENTARY FEE MAY NOT EXCEED A REASONABLE AMOUNT AGREED TO BY THE PARTIES. THIS NOTICE IS REQUIRED BY LAW.

UN PAGO DOCUMENTAL NO ES UN CARGO OFICIAL. LA LEYNO EXIGUE SE IMPONGA UN CARGO DOCUMENTAL. PERO ESTE PODRIA COBRARSE A LOS COMPRADORES POR EL MANEJO DE LA DOCUMENTACION EN RELACION CON LE VENTA. UN CARGO DOCUMENTAL NO PUEDE EXCEDER UNA CANIDAD PAZONABLE ACORDADA POR LAS PARTES. ESTA NOTIFICACION SE EXIGUE POR LA LEY.

Disclaimer of Warranties

The above described vehicle sold by Freightliner of Austin is sold as is, without either express or implied warranties of any kind by Freightliner of Austin, including warranties of merchantability or fitness, and Buyer will bear the entire expense of repairing or correcting any defects that presently exist or that may occur in the vehicle, unless a written warranty by, or service contract with Freightliner of Austin covering the described vehicle is delivered to Buyer in conjunction with or within 90 days following the time of sale. but such vehicle or any of its component parts may be subject to warranty by the manufacturer thereof.

MILEAGE:

TIPS CONTRACT # 200802

BASE MODEL PRICE \$82,719.00

OPTION CONTENT \$19,515.30

VEHICLE IMPACT \$251,901.70

QUOTE BMI # 2023-54024

EXPIRATION DATE 8.31.23

CUSTOMER COPY

MILEAGE	MAKE	MODEL/BODY	VIN
YEAR			
MILEAGE	MAKE	MODEL/BODY	VIN
YEAR			

PAYOFF TO:		TOTAL	\$354,136.00
ADDRESS:		(Trade Allowance)	(\$.00)
TELEPHONE:		TRADING DIFFERENCE	\$354,136.00
GOOD UNTIL:		SALES TAX	\$0.00
QUOTED BY:		DEALER'S INVENTORY TAX	\$0.00
SHOW LIEN TO:		LICENSE FEE	\$0.00
ADDRESS:		DOCUMENTARY FEE	\$0.00
DATED:		FEDERAL EXCISE TAX	\$0.00
DRAFT FORS:		TOTAL SALE PRICE	\$354,136.00
DRAFTTHRU:		PAYOFF ON TRADE	\$0.00
ADDRESS:		EXT. WARRANTY	\$0.00
		LESS DEPOSIT	\$0.00
		Total Balance Due	\$354,136.00

The Dealer's Inventory Tax charge is intended to reimburse the dealer for ad valorem taxes on its motor vehicle inventory. The charge, which is paid by the Dealer to the county tax assessor/collector, is not a tax imposed on a consumer by the government, and is not required to be charged by the dealer to the consumer.

The information you see on the window form for this vehicle is part of this contract. Information on the window form overrides any contrary provisions on the contract of sale. La Informacion que aparece en el formulario de venta de este vehiculo es parte de este contrato. La informacion contenida en el formulario de venta de este vehiculo prevalece sobre cualquier provision que establezca el contrato de venta.

If a credit purchase, this is an offer to purchase only. Buyer offers to purchase vehicle on credit terms described herein and no contractual relationship is created. This order does not constitute an agreement for the extension of credit. Manufacturer/Distributor reserves the right to change the price of new vehicles to Seller without notice. In the event that the price to Seller of the new vehicle ordered hereunder is changed prior to delivery to Buyer, Buyer agrees and accepts that the cash delivered price will be changed accordingly.

If the Buyer(s) used vehicle trade-in is not delivered to the Seller until delivery of the new vehicle, the trade-in will be reappraised at that time and Buyer agrees that such reappraised value shall determine the allowance, if any, made for the trade-in. Buyer agrees to deliver the original bill of sale and the title to a trade-in along with the delivery of the trade-in and further agrees to execute and all documents necessary or required to transfer legal title and ownership to Seller or its assigns. Buyer warrants the trade-in to be his property and free and clear of all liens and encumbrances except as otherwise noted herein. Buyer further warrants that the trade-in has not been declared rebuilt salvage, reconditioned, nonrepairable, or flood damaged and that the emission systems have not been tampered with and are in the condition as originally manufactured, except for ordinary wear, unless so disclosed. Seller makes no representations, concerning fuel economy of the sale unit and any information posted on the sale unit or contained in literature relating to the same reflect the results of tests performed, required or prescribed by government agency, upon which Seller has relied. It is expressly agreed to and understood by Buyer and Seller that in the event of a non-credit transaction, Seller retains a security interest in the purchased vehicle until such time as Buyer has paid the Seller for the vehicle. Buyer agrees to all the above listed charges.

BUYER'S SIGNATURE: - - - - -

SELLER'S SIGNATURE: _____

DATE
IFB 2024-611-1

22



Turnkey Equipment Ownership Solution

For the City of Jacksonville



LIMITED WARRANTY

Limited Warranty. Each machine manufactured by VACTOR MANUFACTURING (or, the Company) is warranted against defects in material and workmanship for a period of 12 months, provided the machine is used in a normal and reasonable manner and in accordance with all operating, maintenance and safety instructions. In addition, certain machines and components of certain machines have extended warranties as set forth below. If sold to an end user, the applicable warranty period commences from the date of delivery to the end user. If used for rental purposes, the applicable warranty period commences from the date the machine is first made available for rental by the Company or its representative. This limited warranty may be enforced by any subsequent transferee during the warranty period. This limited warranty is the sole and exclusive warranty given by the Company.

STANDARD EXTENDED WARRANTIES (Total Warranty Duration)

2100 Series, IMPACT and Ramjet	10 years against metal water tank leakage due to corrosion. Nonmetallic water tanks are covered for 5 years against any factory defect in material or workmanship.
2100 Series, IMPACT and Guzzler only	5 years against leakage of debris tank, centrifugal compressor or fan housing due to rust-through.
2100 Series, IMPACT and Ramjet	2 years • Vactor Rodder Pump
ALL Models starting with 21-09X-XXXX and beyond	2 year- Electrical & Electronics (excludes Chassis components)

Exclusive Remedy. Should any warranted product fall during the warranty period, the Company will cause to be repaired or replaced, as the Company may elect, any part or parts of such machine that the Company's examination discloses to be defective in material or factory workmanship. Repairs or replacements are to be made at the selling Company's authorized dealer's or distributor's location or at other locations approved by the Company. In lieu of repair or replacement, the Company may elect, at its sole discretion, to refund the purchase price of any product deemed defective. The foregoing remedies shall be the sole and exclusive remedies of any party making a valid warranty claim.

This Limited Warranty shall not apply to (and the Company shall not be responsible for):

1. Major components or trade accessories that have a separate warranty from their original manufacturer, such as, but not limited to, trucks and truck chassis, engines, hydraulic pumps and motors, tires and batteries.
2. Normal adjustments and maintenance services.
3. Normal wear parts such as, but not limited to, o's, fluids, vacuum hose, light bulbs, fuses and gaskets.
4. Failures resulting from the machine being operated in a manner or for a purpose not recommended, nor intended, or not in accordance with operating, maintenance or safety instructions provided by the Company.
5. Repairs, modifications or alterations without the express written consent of the Company, which in the Company's sole judgment, have adversely affected the machine's stability, operation or reliability as originally designed and manufactured.
6. Items subject to misuse, negligence, accident or improper maintenance.

"NOTE: The use in the product of any part other than parts approved by the Company may invalidate this warranty. The Company reserves the right to determine, in its sole discretion, if the use of non-approved parts operates to invalidate the warranty. Nothing contained in this warranty shall make the Company liable for loss, injury, or damage of any kind to any person or entity resulting from any defect or failure in the machine.

THIS WARRANTY SHALL BE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, AND TO THE EXTENT PERMITTED, CONFERRED BY STATUTE, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, OR A WARRANTY AGAINST FAILURE OF ITS ESSENTIAL PURPOSE, ALL OF WHICH ARE DISCLAIMED.

This warranty is in lieu of all other obligations or liabilities, contractual and otherwise, on the part of the Company. For the avoidance of doubt, the Company shall not be liable for any indirect, special, incidental or consequential damages, including, but not limited to, loss of use or lost profits. The Company makes no representation that the machine has the capacity to perform any functions other than as contained in the Company's written literature, catalogs or specifications accompanying delivery of the machine. No person or affiliated company representative is authorized to alter the terms of this warranty, to give any other warranties or to assume any other liability on behalf of the Company in connection with the sale, servicing or repair of any machine manufactured by the Company. Any legal action based hereon must be commenced within eighteen (18) months of the event or facts giving rise to such action.

The Company reserves the right to make design changes or improvements to its products without imposing any obligation upon itself to change or improve previously manufactured products.

Guzzler

VACTOR MANUFACTURING
1621 S. Illinois Street
Streator, IL 61364

VACTOR

9-1-2021

LIMITED WARRANTY FOR MV MODEL SERIES

*Effective with vehicles built July 01, 2017 or later

BASIC VEHICLE

Navistar, Inc., at its option, will repair or replace any part of this vehicle that proves defective in material or workmanship, in normal use and service, with new or ReNEWed parts, based on the Component Coverages below. Exceptions are listed below:

BASIC VEHICLE COVERAGE	Months	Miles/Km (000)
Basic Vehicle Warranty (See exceptions listed below)	24	Unlimited
Towing (First 90 days see below) (Vehicle Down Situations Only) (See exceptions listed below)	3	Unlimited
Note: Items not listed in warranty exceptions follow base warranty.		
WARRANTY EXCEPTIONS		
CHASSIS COVERAGE	Months	Miles/Km (000)
Frame side rails	84	Unlimited
Cab/cowl structure	60	Unlimited
Cab/cowl perforation corrosion	60	Unlimited
DRJVE TRAJN COVERAGE	Months	Miles/Km (000)
Meritor Axles	36	Unlimited
Eaton Precision Transmission	24	Unlimited
MISCELLANEOUS COVERAGE	Months	Miles/Km (000)
Batteries	12	Unlimited
Brightwork, Chassis Paint and Corrosion (other than Cab)	6	Unlimited
Hood/Cab Paint	12	Unlimited

FIRST 90 DAYS FROM DELIVERY TO USER (DTU)

Correction of loose fasteners, squeaks, rattles and unusual noises. Towing (unless specific coverage is stated above). Adjustments and Maintenance (e.g. aim headlights, adjust brakes/clutch, adjust steering system, check and fill coolant levels).

WHAT IS NOT INCLUDED UNDER BASIC COVERAGE

Components/Items

- Warranted by their respective manufacturers (e.g., non-International® brand engines, tires, Allison Transmissions, Eaton Hybrid components, lubricants, etc.)
- Bodies, equipment, and accessories installed by other than authorized International® Truck employees at International® Truck manufacturing plants
- Front and rear axle alignment
- Front & Rear axle coverage excludes brakes, wheel ends, axle shafts, controls & attachments

Repairs & Maintenance

- Maintenance-related items/repairs, or those, as a result of normal wear and tear, including tune-ups, brake/clutch linings, windshield wiper blades, tire balancing, lubrication, and other similar procedures/parts required to keep vehicle in good working condition
- Failures that are the result of poor fuel quality, water in fuel, rust, etc.
- Repairs needed as a result of vehicle misuse, negligent care, improper maintenance, improper operation, or the result of accident or collision
- Fade, runs, mismatch or damage to paint, trim items, upholstery, chrome, polished surfaces, etc., resulting from environmental causes such as improper polishes, cleaners or washing solutions, or chemical and industrial fallout
- Failure to observe published capacity or load specifications for engine, transmission, propeller shaft, axles (powertrain) and suspension

Other

- Vehicles sold and/or operated outside the United States and Canada
 - This exception does not apply to vehicles that meet current USA EPA emission standards, which were sold by an International dealer located in Mexico, if the vehicle is authorized by the U.S. D.O.T to operate in long-haul, cross border transportation and the vehicle is only operated in the United States, Canada, and Mexico
- Vehicles/components that have had unauthorized alterations or modifications
- Vehicles on which the odometer reading has been altered
- Loss of time or use of the vehicle, loss of profits, inconvenience, or other consequential or incidental damages or expenses
- Replacement of defective parts with parts other than those provided by Navistar, Inc

OBTAINING SERVICE

Return this vehicle to any International Truck Dealer authorized to service this model vehicle and engine.

This warranty is automatically transferred to subsequent owners at no charge. Visit your local Authorized International Truck Dealer for name and address change information.

Note: The customer has 365 days and up to a maximum of 100,000 miles (160,000 km) from DTU to purchase an extended warranty on the unit. For extended warranty purchases between 181 and 365 days from DTU and <100,000 miles (160,000 km) an additional fee will be assessed. See your local International dealer for details.

DISCLAIMER

NO WARRANTIES ARE GIVEN BEYOND THOSE DESCRIBED HEREIN. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED. THE COMPANY SPECIFICALLY DISCLAIMS WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ALL OTHER REPRESENTATIONS TO THE USER/PURCHASER, AND ALL OTHER OBLIGATIONS OR LIABILITIES. THE COMPANY FURTHER EXCLUDES LIABILITY FOR INCIDENTAL AND CONSEQUENTIAL DAMAGES, ON THE PART OF THE COMPANY OR SELLER. No person is authorized to give any other warranties or to assume any liabilities on the Company's behalf unless made or assumed in writing by the Company, and no other person is authorized to give any warranties or to assume any liabilities on the seller's behalf unless made or assumed in writing by the seller.

Remedies Under State or Provincial law: Some States and Provinces do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to the owner. This warranty gives the owner specific legal rights, and he may also have other legal rights which may vary by state or province.

RECORD OF OWNERSHIP

Upon receipt of new vehicle by original owner, complete the following:

I have read this Warranty Brochure and fully understand the warranty coverage. I acknowledge that I have received a copy of the Owner's Limited Warranty and I accept the terms described herein.

Customer Signature

Date

Owners Address

City

State/Prov

Postal Code

Truck Model

Vehicle Identification Number

Engine Number

Engine Serial Number

Date Delivered to User (DTU)

Odometer Reading at Delivery

IMPORTANT: The information contained in this Warranty Policy explains the coverage provided on your new International™ vehicle. This policy should be kept in the vehicle for presentation to the Dealer when you request warranty service.



THE CITY OF JACKSONVILLE

	<u>First American Equipment Finance</u>	Debt Service	Interest Amount- 4.56%	Principal	Outstanding Balance
1	January 1, 2025	\$ 96,083.79	\$ -	\$ 96,083.79	\$ 344,223.21
2	January 1, 2026	96,083.79	15,695.08	80,388.71	263,834.50
3	January 1, 2027	96,083.79	12,029.71	84,054.08	179,780.42
4	January 1, 2028	96,083.79	8,197.20	87,886.59	91,893.83
5	January 1, 2029	96,083.79	4,189.96	91,893.83	-
	Total cost	\$ 480,418.95	\$ 40,111.95	\$ 440,307.00	

	<u>Baystone Government Finance</u>	Debt Service	Interest Amount- 5.75%	Principal	Outstanding Balance
1	January 1, 2025	\$ 98,677.04	\$ 2,183.92	\$ 96,493.12	\$ 343,813.88
2	January 1, 2026	98,677.04	19,803.68	78,873.36	264,940.52
3	January 1, 2027	98,677.04	15,260.57	83,416.47	181,524.05
4	January 1, 2028	98,677.04	10,455.79	88,221.25	93,302.80
5	January 1, 2029	98,677.04	5,374.24	93,302.80	-
	Total cost	\$ 493,385.20	\$ 53,078.20	\$ 440,307.00	

\$ (12,966.25)



Jacksonville City Council

AGENDA ITEM REPORT

AGENDA DATE:	11/12/2024	ITEM NUMBER:	18.
DEPARTMENT:	Community and Public Services	PREPARED BY:	Randall Chandler, Director of Community and Public Services
INITIATED BY:	Randall Chandler, Director of Community and Public Services	EXHIBITS:	Exhibit A - TWDB DCWWTP 2024 - 110624, JACKSONVILLE - PIF #15168, IIJA_EQ_Funding Determination Letter - CWSRF - SFY 2024_Jacksonville, Project Budget
ITEM TITLE:	DISCUSS AND CONSIDER WITH POSSIBLE ACTION APPROVAL OF AN AGREEMENT WITH STOKES & ASSOCIATES, INC. FOR ENGINEERING SERVICES FOR THE DOUBLE CREEK WASTEWATER TREATMENT PLANT UPGRADE AND EXPANSION PROJECT (TWDB PROJECT NUMBER 73955)		

EXECUTIVE SUMMARY:

The City of Jacksonville was notified, in November 2023 by the Texas Water Development Board, that City of Jacksonville is hereby invited to submit an application for funding through the Texas Water Development Board's (TWDB) Clean Water State Revolving Fund. The proposed project was the Double Creek WWTP Upgrade and Expansion. The value of the project was estimated at \$11,895,000. In May 2024, the city was updated by the Texas Water Development Board. The notice indicated that this project is eligible for additional subsidy (principal forgiveness) in an amount not to exceed \$8,151,000. With the remainder of the funding available for this project being in the form of an equivalency loan at the program's regular terms. The new total cost of this project will become \$3,744,000. This council action will be for the General Engineering Service to include Discharger permit amendment, land acquisition, environmental services, geotechnical services, planning phase services, preliminary design services, final design services, construction phase services and resident project representative services.

RECOMMENDED ACTION:

Staff is recommending approval of the agreement.

BID AND AWARD:

BUDGET DATA:

Expenditures Required	\$1,325,000.00
Current Budget:	\$11,895,000
BUDGET JUSTIFICATION:	
This project is the culmination of two years of collaborative effort in attempting to secure the most desirable financing for the construction of a new Wastewater Treatment Plant.	

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

EXHIBIT A
TO FURNISH CONSULTING SERVICES
to the
CITY OF JACKSONVILLE, TEXAS
WORK ORDER NO. 030-2421
DOUBLE CREEK WASTEWATER TREATMENT PLANT
UPGRADE & EXPANSION PROJECT
TEXAS WATER DEVELOPMENT BOARD - CLEAN WATER STATE REVOLVING FUND LOAN
TWDB PROJECT NO. 73955

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

I. SCOPE OF WORK

The City of Jacksonville's Double Creek Wastewater Treatment Plant Upgrade & Expansion Project is being funded with a loan from the Texas Water Development Board (TWDB). The loan application has been prepared by the Engineer and was previously submitted to the TWDB in January 2024. Loan closing will have to occur prior to any engineering work being done on this project if actual loan funds are to be used for payment for these services. It is anticipated that actual loan closing will occur in December 2024. Since all work is being funded by the TWDB, engineering services will be required to meet all TWDB regulatory requirements.

The Engineer has met with the Owner and determined the scope of work and the services to be rendered prior to preparation of this Work Order. The general description of the work shall include the engineering work necessary for the upgrade and expansion of the Double Creek Wastewater Treatment Plant (WWTP). The expansion will increase the permitted capacity of the WWTP from 2.90 MGD to approximately 5.80 MGD. The Engineer will prepare and submit a Major Permit Amendment to the Texas Commission on Environmental Quality (TCEQ) to obtain authorization to increase the permitted flow.

In general, the proposed upgrade and expansion of the Double Creek WWTP shall include the design of the following:

1. An approximate 11.6 MG earthen equalization basin with HDPE liner;
2. Site work and grading;
3. Expansion of plant access drive;
4. Expansion of the existing influent pump station;
5. Overflow pump to convey flows to the EQ basin;
6. EQ basin lift station for return flow to plant;
7. Aeration basin with floating aerators and flow splitting structure;
8. Two (2) center feed clarifiers;
9. Sludge return pump station for new clarifiers;
10. Expansion of existing chlorine contact chamber;

11. Chlorination / de-chlorination feed equipment and building;
12. Intruder resistant fencing for EQ basin;
13. Plant piping;
14. Electrical controls, equipment and wiring;
15. Erosion / sedimentation controls and site seeding.

II. PLANNING PHASE SERVICES

Discharge Permit Amendment

The Engineer shall prepare the Preliminary Engineering Report to size the plant components for the upgrade and expansion of the Double Creek WWTP. Based on this engineering report, the Engineer shall prepare and submit a major permit amendment for the City's existing TPDES Permit No. WQ0010693-003 to the TCEQ. This amendment will be necessary to obtain authorization to increase the plant's treatment capacity from 2.90 MGD to approximately 5.80 MGD. Owner shall be responsible for all TCEQ permit application fees and coordination of laboratory testing and the associated costs.

Environmental Services

The Engineer shall coordinate with an environmental consultant to prepare an Environmental Information Document for the proposed equalization basin site, which is required by the TWDB. The report shall determine that a Finding of No Significant Impact (FONSI) will result from the project prior to design phase funds being released. Costs for this environmental work have been allocated in the budget and are outlined in Section VII below.

Property Acquisition Surveying

The Engineer shall also perform surveying field work for the property acquisition for the proposed equalization basin (EQ basin). The Owner shall obtain survey permission from the adjacent property owner to access the proposed site. At this time, the plan is for the EQ basin to be located just north of the existing plant site on approximately 20 acres. The Engineer will assist the Owner, as needed, with the acquisition of the property including preparing the field notes and plat. Fees for the property acquisition surveying are outlined in Section VII below. Owner shall be responsible for deed document preparation and all services associated with acquisition including filing fees, purchase cost and curative work required for clear title.

Geotechnical Investigation Services

The Engineer shall coordinate with a geotechnical consultant to perform soil borings and determine design parameters for the proposed improvements. Fees for this geotechnical investigation have been allocated in the budget and are outlined in Section VII below.

III. PRELIMINARY DESIGN PHASE

1. The Engineer shall obtain copies of any plans, reports, permits or other pertinent information relating to the project from the Owner.
2. The Engineer shall perform field measurements of the existing plant that are necessary to establish line and grade of all proposed improvements.
3. The Engineer will rely on assistance from City staff to locate and open manholes and other plant components as applicable for surveying by the Engineer. In addition, City staff shall locate and excavate, as required, critical piping as determined by the Engineer for surveying.

4. The Engineer shall prepare the preliminary construction plans in accordance with the scope of work listed above.
5. The Engineer shall review the preliminary plans with the Owner's representatives.

IV. FINAL DESIGN PHASE

1. The Engineer shall prepare the final design plans incorporating the results of all mutually agreed changes.
2. The Engineer shall prepare the construction contract documents including bid proposal and final design specifications that shall include the detailed descriptions of the various items to be incorporated into the project.
3. The Engineer shall prepare and submit the necessary engineering documents (engineering feasibility report, contract documents, technical specifications, plans, etc.) for review and approval by the Texas Water Development Board (TWDB). This review and approval is mandatory for the release of funds in accordance with the loan agreement between the City of Jacksonville and the TWDB.
4. The Engineer shall provide the Owner with the bid advertisement, assist with plan and specification copies for contractors, prepare any necessary addenda and provide a tabulated summary of the bids received. The Engineer shall also review the bids and prepare a written recommendation to the Owner.
5. The Engineer shall assist the Owner with award of the construction contract.

V. CONSTRUCTION PHASE SERVICES

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

9. The Engineer shall assist the Owner with final inspection and commissioning of the Project.
10. The Engineer shall prepare and deliver to the Owner one set of Plans containing the as-built configuration.

VI. PERIOD OF PERFORMANCE

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

VII. COMPENSATION

PLANNING PHASE SERVICES:

- The Engineer shall be compensated a fixed-fee amount of two hundred fifty thousand dollars (\$250,000) for the Discharge Permit Amendment application and coordination of the Environmental and Geotechnical Investigation services. The Owner shall be responsible for payment of an Environmental Consultant and their related work. Funds in the amount of \$75,000 have been allocated in the loan budget for this third party environmental work. The Owner shall also be responsible for payment of a Geotechnical Investigation and related services. Funds in the amount of \$30,000 have been allocated in the loan budget for this geotechnical work.
- The Engineer shall be compensated a fixed-fee amount of seventy five thousand dollars (\$75,000) for the Property Acquisition Surveying and related services.

PRELIMINARY AND FINAL DESIGN SERVICES: The Engineer shall be compensated a fixed-fee amount of six hundred thousand dollars (\$600,000) for the Preliminary and Final Design Phase services.

CONSTRUCTION PHASE SERVICES: The Engineer shall be compensated a fixed-fee amount of two hundred thousand dollars (\$200,000) for the Construction Phase services for a time period not to exceed 24 months. Engineer's Construction Phase Services are separate from and in addition to Resident Project Representative (RPR) services as further described below.

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

VIII. RESIDENT PROJECT REPRESENTATIVE (RPR)

- A. Engineer shall furnish a Resident Project Representative ("RPR"), assistants, and other field staff to assist Engineer in observing progress and quality of the Work. The RPR, assistants, and other field staff shall provide representation approximately 36 hours per week for a maximum construction time period of twenty-four (24) months.
- B. Through such additional observations of Contractor's work in progress and field checks of materials and equipment by the RPR and assistants, Engineer shall endeavor to provide further protection for Owner against defects and deficiencies in the Work. However, Engineer shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise,

- direct, or have control over the Contractor's Work nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures selected by Contractor, for safety precautions and programs incident to the Contractor's work in progress, for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's performing and furnishing the Work, or responsibility of construction for Contractor's failure to furnish and perform the Work in accordance with the Contract Documents.
- C. The duties and responsibilities of the RPR are limited to those of Engineer in the Agreement with the Owner and in the Contract Documents, and are further limited and described as follows:
1. General: RPR is Engineer's agent at the site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR'S actions. RPR'S dealings in matters pertaining to the Contractor's work in progress shall in general be with Engineer and Contractor, keeping Owner advised as necessary. RPR'S dealings with subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with Owner with the knowledge of and under the direction of Engineer.
 2. Schedules: Review the progress schedule, schedule of Shop Drawing and Sample submittals, and schedule of values prepared by Contractor and consult with Engineer concerning acceptability.
 3. Conferences and Meetings: Attend meetings with Contractor, such as pre-construction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.
 4. Liaison:
 - a. Serve as Engineer's liaison with Contractor, working principally through Contractor's superintendent and assist in understanding the intent of the Contract Documents.
 - b. Assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-site operations.
 - c. Assist in obtaining from Owner additional details or information, when required for proper execution of the Work.
 5. Interpretation of Contract Documents: Report to Engineer when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by Engineer.
 6. Shop Drawings and Samples:
 - a. Record date of receipt of Samples and approved Shop Drawings.
 - b. Receive samples which are furnished at the site by Contractor, and notify Engineer of availability of Samples for examination.
 - c. Advise Engineer and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal for which RPR believes that the submittal has not been approved by Engineer.
 7. Modifications: Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report with RPR'S recommendations to Engineer. Transmit to Contractor in writing decisions as issued by the Engineer.
 8. Review of Work and Rejection of Defective Work:
 - a. Conduct on-site observations of Contractor's work in progress to assist Engineer in determining if the Work is in general proceeding in accordance with the Contract Documents.
 - b. Report to Engineer whenever RPR believes that any part of Contractor's work in

progress will not produce a completed Project that conforms generally to the Contract Documents or will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise Engineer of that part of work in progress that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.

9. Inspections, Tests, and System Startups:

- a. Consult with Engineer in advance of scheduled major inspections, tests, and systems startups of important phases of the Work.
- b. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate Owner's personnel, and that Contractor maintains adequate records thereof.
- c. Observe, record, and report to Engineer appropriate details relative to the test procedures and systems startups.
- d. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections, and report to Engineer.

10. Records:

- a. Maintain at the site orderly files for correspondence, reports of job conferences, reproductions of original Contract Documents including all Change Orders, Field Orders, Work Change Directives, Addenda, additional Drawings issued subsequent to the execution of the Contract, Engineer's clarifications and interpretations of the Contract Documents, progress reports, Shop Drawing and Sample submittals received from and delivered to Contractor, and other Project related documents.
- b. Prepare a daily report or keep a diary or log book, recording Contractor's hours on the site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Engineer.
- c. Record names, addresses and telephone numbers of all Contractors, subcontractors, and major suppliers of materials and equipment.
- d. Maintain records for use in preparing Project documentation.
- e. Upon completion of the Work, furnish original set of all RPR Project documentation to Engineer.

11. Reports:

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

12. Payment Requests: Review Applications for Payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to

Engineer, noting particularly the relationship of the payment requested to the schedule of values, work completed, and materials and equipment delivered at the site but not incorporated in the work.

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

14. Completion:

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

D. Resident Project Representative shall not:

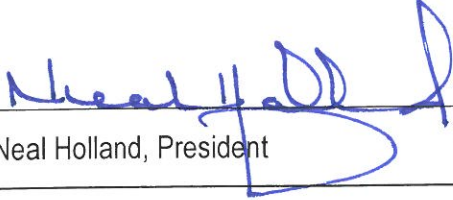
1. Authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items).
2. Exceed limitations of Engineer's authority as set forth in the Agreement or the Contract Documents.
3. Undertake any of the responsibilities of Contractor, subcontractors,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

The Engineer shall be compensated on an hourly basis for Resident Project Representative (RPR) services at a rate of \$55.00 per hour. An amount of \$200,000 has been budgeted in the loan for this service and this will provide an average of 36 hours per week of inspection services for a twenty-four (24) month construction period.

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

IX. SIGNATURES

IN WITNESS WHEREOF, the Parties execute below:

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

Dated this _____ day of _____.

Official Electronic mail sent via email. No hard copy to follow.

November 29, 2023

Mr. James Hubbard
City Manager
City of Jacksonville
james.hubbard@jacksonvilletx.org

**Re: State Fiscal Year 2024 Clean Water State Revolving Fund (CWSRF)
Application Invitation**

Dear Mr. Hubbard:

Congratulations! We are pleased to notify you that the City of Jacksonville is hereby invited to submit an application for funding through the Texas Water Development Board's (TWDB) Clean Water State Revolving Fund.

Your project is listed in the Intended Use Plan (IUP) as being eligible to receive funding as shown below:

Project Description	Double Creek WWTP Upgrade & Expansion
Eligible Phases	Planning Acquisition Design & Construction
Project Information Form Number	15168
Eligible Project Cost	\$ 11,895,000

The maximum loan/bond commitment amount a project may receive under the SFY 2024 IUP is \$59 million. The maximum amount of principal forgiveness that may be committed to a project under the SFY2024 IUP from all funding options is \$10 million.

Principal Forgiveness Eligibility

Your project has been identified as eligible for principal forgiveness. This eligibility is subject to funding availability and the amount, depending on the funding option, may be dependent on others who may elect to apply. Final principal forgiveness eligibility is determined following a detailed review of the full application budget and will be

documented in a Funding Determination Letter prior to the Board taking formal action on the funding request.

Asset Management Funding Option

If you indicated in your PIF that you will be preparing an asset management plan as part of your project, you may be eligible for up to \$100,000 in loan funding with an interest rate of 0% to prepare the plan under the CWSRF Program. Please ensure you mention the asset management plan in your project scope and include funds for these activities in your application budget, if interested.

Required Documentation and Deadlines

To be considered for funding under the SFY 2024 CWSRF Program, please follow the requirements stated below:

- (1) **You must submit your Intent to Apply form to CWSRF@twdb.texas.gov by 5:00 P.M., CST on December 28, 2023.** If you fail to fully complete and submit the Intent to Apply Form by the deadline, your project will not be considered for funding. This will allow the TWDB to invite in rank order additional projects on the lists if an invited entity does not wish to pursue SRF funding for their project at this time.
- (2) **If you intend to apply, your complete application must be received by TWDB no later than 5:00 P.M., CST on January 29, 2024.** Applications will not be accepted after the deadline. We encourage you to submit your application before the deadline, which will allow us to begin a review of your application earlier. Application materials, such as, submittal instructions, guidance documents, frequently asked questions, and a link to our online application portal may be found on our website at www.twdb.texas.gov/financial/applications/.
- (3) **A pre-application meeting is required** for all CWSRF projects to ensure that the applicant and the corresponding TWDB staff discuss the project and ask initial questions prior to the application being submitted.

If you submit an Intent to Apply, please contact Ms. Diana Sanchez by phone at 512-475-1554 or by e-mail at Diana.Sanchez@twdb.texas.gov to schedule a pre-application meeting with [WSI-RWPD-Team 4](#). She will be able to assist you with scheduling a meeting prior to your submission of the application.

To assist you in being successful, please take note of the following tips and reminders which are based on TWDB's experience reviewing prior SRF applications:

- Applicants that will be requesting a SRF loan will most likely be selling bonds to the TWDB. As such, a financial advisor and bond counsel will be required. We highly encourage you to engage these consultants prior to submitting the application and follow the [DBE requirements](#) (equivalency only) if you seek to fund their work using SRF monies.

- Be sure any changes to the project amount are reflected in both the Intent to Apply Form and the application budget.
- For bond purposes only, TWDB SRF loan amounts must be rounded up to the nearest \$5,000. Please round up any loan numbers in the application budget and confirm the dollar amounts with your TWDB project team before passing resolutions to minimize adjustment during the review period.

We look forward to working with the City of Jacksonville on its SRF project and are committed to providing excellent customer service and prompt responses to any questions as you complete your application. Should you have any questions or concerns, please contact Heather O'Keefe, Team Lead SRF General Activities, by phone at (512) 475-1835 or by email at CWSRF@twdb.texas.gov.

Sincerely,



Marvin Cole-Chaney
Director, Program Administration and Reporting
Water Supply and Infrastructure

Attachment: SFY 2024 CWSRF Intent to Apply Form

cc: Steve Wick, P.E., , Stokes & Associates: steve@stokesandassociates.com
Nancy Richards, Team Manager: WSI-RWPD-Team4@twdb.texas.gov



P.O. Box 13231, 1700 N. Congress Ave.
Austin, TX 78711-3231, www.twdb.texas.gov
Phone (512) 463-7847, Fax (512) 475-2053

Official Electronic Mail sent via email. No hard copy to follow.

May 29, 2024

Mr. James Hubbard
City Manager
City of Jacksonville
315 S. Ragsdale St.
Jacksonville, TX 75766
james.hubbard@jacksonvilletx.org

Re: Funding Determination Letter – SFY 2024 (IIJA-Equivalency)

Dear Mr. Hubbard:

The Texas Water Development Board (TWDB) received your application for financial assistance for the project detailed below.

Program	Clean Water State Revolving Fund (CWSRF)
Project Description	Double Creek WWTP Upgrade & Expansion
Project Number	73955
PIF Number	15168

This project is eligible for funding under the capitalization grant provided through the Infrastructure Investment and Jobs Act (IIJA). This is an equivalency project; therefore, the project must follow all federal requirements.

This project is eligible for additional subsidy (principal forgiveness) in an amount not to exceed the following:

Disadvantaged Community	\$8,151,500
-------------------------	-------------

The remainder of the funding available for this project will be in the form of an equivalency loan at the program's regular terms.

The application is currently under technical review by TWDB staff. Until the project receives a funding commitment from the TWDB, the budgeted amounts in the application are subject to change.

Our Mission

Leading the state's efforts
in ensuring a secure
water future for Texas

Board Members

Brooke T. Paup, Chairwoman | George B. Peyton V, Board Member | L'Oreal Stepney, P.E., Board Member
Bryan McMath, Interim Executive Administrator

Mr. James Hubbard

May 29, 2024

Page 2

If you have any questions regarding this funding determination, please contact Moises Madrid at (512) 475-1645 or CWSRF@twdb.texas.gov.

The TWDB appreciates your interest in the CWSRF program and looks forward to working with you to complete this project.

Sincerely,

Marvin Cole-Chaney

Marvin Cole-Chaney

Director, Program Administration and Reporting

Water Supply and Infrastructure

c: Mr. Steve Wick, steve@stokesandassociates.com

Dain Larsen, Assistant Director, RWPD

RWPD-Team 7

RWPD-FA



Project Budget

Jacksonville

73955 - Double Creek WWTP Upgrade & Expansion

Budget Items	TWDB Commitment L1001883	TWDB Commitment LF1001882	Total Project Cost
Construction			
Construction	\$2,378,500	\$6,521,500	\$8,900,000
Subtotal for Construction	\$2,378,500	\$6,521,500	\$8,900,000
Basic Engineering Services			
Construction Engineering	\$0	\$200,000	\$200,000
Design	\$0	\$600,000	\$600,000
Planning	\$0	\$250,000	\$250,000
Subtotal for Basic Engineering Services	\$0	\$1,050,000	\$1,050,000
Special Services			
Environmental	\$0	\$75,000	\$75,000
Geotechnical	\$0	\$30,000	\$30,000
Inspection	\$0	\$200,000	\$200,000
Special Service Other (Asset Management Plan)	\$100,000	\$0	\$100,000
Surveying	\$0	\$75,000	\$75,000
Subtotal for Special Services	\$100,000	\$380,000	\$480,000
Fiscal Services			
Bond Counsel	\$35,000	\$0	\$35,000
Financial Advisor	\$75,000	\$0	\$75,000
Loan Origination Fee	\$61,143	\$0	\$61,143
Subtotal for Fiscal Services	\$171,143	\$0	\$171,143
Other			
Land/Easements Acquisition	\$0	\$200,000	\$200,000
Project Legal Expenses	\$75,000	\$0	\$75,000
Subtotal for Other	\$75,000	\$200,000	\$275,000
Contingency			
Contingency	\$830,357	\$0	\$830,357
Subtotal for Contingency	\$830,357	\$0	\$830,357
Total	\$3,555,000	\$8,151,500	\$11,706,500



Jacksonville City Council

AGENDA ITEM REPORT

AGENDA DATE:	11/12/2024	ITEM NUMBER:	19.
DEPARTMENT:	Finance	PREPARED BY:	Roxanna Briley, Finance Director
INITIATED BY:	Roxanna Briley, Finance Director	EXHIBITS:	JACKSONVILLE TWDB CO's 2024B - Draft Certificate Ordinance with Exhibits
ITEM TITLE:	DISCUSS AND CONSIDER ALL MATTERS INCIDENT AND RELATED TO THE ISSUANCE AND SALE OF "CITY OF JACKSONVILLE, TEXAS, COMBINATION TAX AND SURPLUS AND SEWER SYSTEM REVENUE CERTIFICATES OF OBLIGATION, SERIES 2024B", INCLUDING THE ADOPTION OF AN ORDINANCE AUTHORIZING THE ISSUANCE OF SUCH CERTIFICATES OF OBLIGATION.		

EXECUTIVE SUMMARY:

On January 9th, 2024, the City Council approved a resolution requesting financial assistance from the Texas Water Development Board (TWDB) for improvements to the City's sanitary sewer system including the planning, acquisition, design, and construction of improvements to the City's Double Creek Wastewater Treatment Plant (WWTP). On August 15, 2024, the TWDB approved the City's financial assistance request. On September 10, 2024, the City Council approved a Resolution of Intent to Issue Certificates of Obligation to fund the City's portion of debt related to the improvements to the Double Creek WWTP. The next step in the process is for the City Council to consider an Ordinance for the sale and issuance of the Certificates to the TWDB.

RECOMMENDED ACTION:

Bond ordinance adoption

BID AND AWARD:

BUDGET DATA:

Clean Water State Revolving Fund Financial Commitment \$3,555,000 Loan (L1001883); \$8,151,500 Principal Forgiveness (LF1001882)

BUDGET JUSTIFICATION:

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

CERTIFICATE ORDINANCE

\$3,555,000
CITY OF JACKSONVILLE, TEXAS
COMBINATION TAX AND SURPLUS WATER AND SEWER SYSTEM
REVENUE CERTIFICATES OF OBLIGATION
SERIES 2024B

Adopted: November 12, 2024

TABLE OF CONTENTS

SECTION 1:	AUTHORIZATION, DESIGNATION, PRINCIPAL AMOUNT, PURPOSE	1
SECTION 2:	FULLY REGISTERED OBLIGATIONS - AUTHORIZED DENOMINATIONS - STATED MATURITIES - DATE	2
SECTION 3:	TERMS OF PAYMENT - PAYING AGENT/REGISTRAR.....	3
SECTION 4:	REDEMPTION.....	4
SECTION 5:	REGISTRATION - TRANSFER - EXCHANGE OF CERTIFICATES - PREDECESSOR CERTIFICATES	5
SECTION 6:	BOOK-ENTRY-ONLY TRANSFERS AND TRANSACTIONS	6
SECTION 7:	EXECUTION - REGISTRATION	6
SECTION 8:	INITIAL CERTIFICATE(S)	7
SECTION 9:	FORMS.....	7
SECTION 10:	DEFINITIONS	14
SECTION 11:	CERTIFICATE FUND	16
SECTION 12:	TAX LEVY	17
SECTION 13:	PLEDGE OF SURPLUS NET REVENUES	18
SECTION 14:	SYSTEM FUND	19
SECTION 15:	DEPOSITS TO CERTIFICATE FUND	19
SECTION 16:	SECURITY OF FUNDS	20
SECTION 17:	MAINTENANCE OF SYSTEM - INSURANCE	20
SECTION 18:	RECORDS AND ACCOUNTS - ANNUAL AUDIT	20
SECTION 19:	REMEDIES IN EVENT OF DEFAULT	20
SECTION 20:	SPECIAL COVENANTS	21
SECTION 21:	ISSUANCE OF PRIOR LIEN OBLIGATIONS/ADDITIONAL OBLIGATIONS	21
SECTION 22:	APPLICATION OF PRIOR LIEN OBLIGATIONS COVENANTS AND AGREEMENTS	21
SECTION 23:	MUTILATED - DESTROYED - LOST AND STOLEN CERTIFICATES	21
SECTION 24:	SATISFACTION OF OBLIGATION OF CITY	22
SECTION 25:	ORDINANCE A CONTRACT - AMENDMENTS	22
SECTION 26:	COVENANTS TO MAINTAIN TAX-EXEMPT STATUS	23
SECTION 27:	CONFIRMATION OF SALE.....	26
SECTION 28:	COMPLIANCE WITH STATE REVOLVING LOAN FUND RULES	26
SECTION 29:	PROCEEDS OF SALE	29
SECTION 30:	CONTROL AND CUSTODY OF CERTIFICATES	29

SECTION 31:	NOTICES TO HOLDERS - WAIVER.....	29
SECTION 32:	CANCELLATION	30
SECTION 33:	BOND COUNSEL'S OPINION	30
SECTION 34:	CUSIP NUMBERS.....	30
SECTION 35:	BENEFITS OF ORDINANCE	30
SECTION 36:	INCONSISTENT PROVISIONS	30
SECTION 37:	GOVERNING LAW	30
SECTION 38:	EFFECT OF HEADINGS.....	30
SECTION 39:	CONSTRUCTION OF TERMS	30
SECTION 40:	SEVERABILITY	31
SECTION 41:	CONTINUING DISCLOSURE UNDERTAKING	31
SECTION 42:	FURTHER PROCEDURES	34
SECTION 43:	PUBLIC MEETING	34
SECTION 44:	EFFECTIVE DATE	34

ORDINANCE NO. ____-____

AN ORDINANCE authorizing the issuance of "CITY OF JACKSONVILLE, TEXAS, COMBINATION TAX AND SURPLUS WATER AND SEWER SYSTEM REVENUE CERTIFICATES OF OBLIGATION, SERIES 2024B"; providing for the payment of said certificates of obligation by the levy of an ad valorem tax upon all taxable property within the City and a pledge of the net revenues derived from the operation of the City's Waterworks and Sewer System; providing the terms and conditions of such certificates; and resolving other matters incident and relating to the issuance, payment, security, sale and delivery of said Certificates, including the approval and execution of a Paying Agent/Registrar Agreement and an Escrow Agreement; and providing an effective date

WHEREAS, pursuant to an application filed with the Texas Water Development Board (the "Board"), the City has received a loan commitment from the Board for financial assistance in the amount of \$3,555,000 (the "TWDB Commitment") for the purpose of paying contractual obligations of the City to be incurred for making permanent public improvements and for other public purposes, to-wit (i) constructing, acquiring, purchasing, renovating, equipping, enlarging, and improving the City's Sewer System, including the planning, acquisition, design and construction of improvements to the City's Double Creek Wastewater Treatment Plant and an equalization basin, (ii) the purchase of materials, supplies, equipment, land, and rights-of-way for authorized needs and purposes relating to the City's Sewer System improvements, and (iii) the payment of professional services relating to the design, construction, project management, and financing of the aforementioned capital improvements; and

WHEREAS, notice of intention to issue such certificates of obligation has been published (i) in the *Jacksonville Progress*, a newspaper hereby found to be of general circulation in the City of Jacksonville, Texas, on September 17, 2024 and September 24, 2024, the date of the first publication being at least forty-six (46) days prior to the tentative date stated in said notice for the passage of the ordinance authorizing the certificates, and (ii) continuously on the City's website for at least forty-five (45) days prior to the tentative date stated in said notice for the passage of the ordinance authorizing the certificates; and

WHEREAS, no petition protesting the issuance of the certificates of obligation described in the aforesaid notice and bearing valid petition signatures of 5% or more of the qualified electors of the City, has been presented to or filed with the City Clerk on or prior to the date of the passage of this ordinance; and

WHEREAS, during the preceding three years, the City has not submitted a bond proposition to authorize the issuance of bonds for the same purposes for which the Certificates are hereby being issued and which proposition was disapproved by voters; and

WHEREAS, the City has determined \$3,555,000 of the TWDB Commitment is needed for the purposes for which the certificates of obligation are being issued and financial assistance for such amount is to be evidenced by the Board's purchase of certificates of obligation payable from the proceeds of an ad valorem tax levied, within the limitations prescribed by law, upon all taxable property in the City and a pledge of the Net Revenues (as defined in Section 10 hereof) of the City's combined Waterworks and Sewer System; and

WHEREAS, pursuant to authority conferred by the Constitution and laws of the State of Texas, particularly Texas Local Government Code, Subchapter C of Chapter 271, as amended, the City Council hereby finds and determines the certificates of obligation described in such notice should be authorized for issuance and delivery to the Board at this time in the amount and manner hereinafter provided; now, therefore,

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

SECTION 1: Authorization, Designation, Principal Amount, Purpose. Certificates of obligation of the City shall be and are hereby authorized to be issued in the aggregate principal amount of \$3,555,000, to be designated and bear the title "CITY OF JACKSONVILLE, TEXAS, COMBINATION TAX AND SURPLUS WATER AND SEWER SYSTEM REVENUE CERTIFICATES OF OBLIGATION, SERIES 2024B" (hereinafter referred to as the "Certificates"), for the purpose of paying contractual obligations of the City to be incurred for making permanent public improvements and for other public purposes, to-wit (i) constructing, acquiring, purchasing, renovating, equipping, enlarging, and improving the City's Sewer System, including the planning, acquisition, design and construction of improvements to the City's Double Creek Wastewater Treatment Plant and an equalization basin, (ii) the purchase of materials, supplies, equipment, land, and rights-of-way for authorized needs and purposes relating to the City's Sewer System improvements, and (iii) the payment of professional services relating to the design, construction, project management, and financing of the aforementioned capital improvements, pursuant to authority conferred by and in conformity with the Constitution and laws of the State of Texas, including Texas Local Government Code, Subchapter C of Chapter 271, as amended.

SECTION 2: Fully Registered Obligations – Authorized Denominations – Stated Maturities – Date. The Certificates shall be issued as fully registered obligations, shall be dated November 1, 2024 (the "Certificate Date") and shall be in denominations of \$5,000 or any integral multiple thereof (within a Stated Maturity) and the Certificates shall become due and payable on August 15 in each of the years and in principal amounts (the "Stated Maturities") and bear interest at the per annum rate in accordance with the following schedule:

<u>Year of Stated Maturity</u>	<u>Principal Amount</u>	<u>Interest Rate(s)%</u>
2025		
2026		
2027		
2028		
2029		
2030		
2031		
2032		
2033		
2034		
2035		
2036		
2037		
2038		
2039		
2040		
2041		

2042
2043
2044
2045
2046
2047
2048
2049
2050
2051
2052
2053
2054

The Certificates shall bear interest on the unpaid principal amount from the date of delivery to the initial purchaser at the rate(s) per annum shown above in this Section (calculated on the basis of a 360-day year of twelve 30-day months). Interest on the Certificates shall be payable on August 15, 2025, and each February 15 and August 15 thereafter until maturity or prior redemption.

SECTION 3: Terms of Payment - Paying Agent/Registrar. The principal of, premium, if any, and the interest on the Certificates, due and payable by reason of maturity, redemption, or otherwise, shall be payable only to the registered owners or holders of the Certificates (hereinafter called the "Holders") appearing on the registration and transfer books maintained by the Paying Agent/Registrar and the payment thereof shall be in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts, and shall be without exchange or collection charges to the Holders.

The selection and appointment of BOKF, NA, Dallas, Texas, to serve as the initial Paying Agent/Registrar for the Certificates is hereby approved and confirmed. Books and records relating to the registration, payment, transfer and exchange of the Certificates (the "Security Register") shall at all times be kept and maintained on behalf of the City by the Paying Agent/Registrar, as provided herein and in accordance with the terms and provisions of a "Paying Agent/Registrar Agreement", substantially in the form attached hereto as **Exhibit A**, and such reasonable rules and regulations as the Paying Agent/Registrar and the City may prescribe. The Mayor or Mayor Pro Tem and City Clerk are authorized to execute and deliver such Agreement in connection with the delivery of the Certificates. The City covenants to maintain and provide a Paying Agent/Registrar at all times until the Certificates are paid and discharged, and any successor Paying Agent/Registrar shall be a bank, trust company, financial institution or other entity qualified and authorized to serve in such capacity and perform the duties and services of Paying Agent/Registrar. Upon any change in the Paying Agent/Registrar for the Certificates, the City agrees to promptly cause a written notice thereof to be sent to each Holder by United States Mail, first class postage prepaid, which notice shall also give the address of the new Paying Agent/Registrar.

Principal of and premium, if any, on the Certificates shall be payable at the Stated Maturities or upon prior redemption thereof only upon presentation and surrender of the Certificates to the Paying Agent/Registrar at its designated offices in Kansas City, Missouri (the "Designated Payment/Transfer Office"). Interest on the Certificates shall be paid to the Holders whose name appears in the Security Register at the close of business on the Record Date (the last business day of the month next preceding each interest payment date) and shall be paid by the Paying Agent/Registrar (i) by check sent United States Mail, first class postage prepaid, to

the address of the Holder recorded in the Security Register or (ii) by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the Holder. Provided, however, while the Board is the registered owner of the Certificates, payments on the Certificates shall be made by wire transfer without expense to the Holder. If the date for the payment of the principal of or interest on the Certificates shall be a Saturday, Sunday, a legal holiday, or a day when banking institutions in the city where the Designated Payment/Transfer Office of the Paying Agent/Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday, or day when banking institutions are authorized to close; and payment on such date shall have the same force and effect as if made on the original date payment was due.

In the event of a nonpayment of interest on a scheduled payment date, and for thirty (30) days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the City. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be 15 days after the Special Record Date) shall be sent at least five (5) business days prior to the Special Record Date by United States Mail, first class postage prepaid, to the address of each Holder appearing on the Security Register at the close of business on the last business day next preceding the date of mailing of such notice.

SECTION 4: Redemption.

(a) Optional Redemption. The Certificates having Stated Maturities on and after August 15, 2035 shall be subject to redemption prior to maturity, at the option of the City, in whole or in part, in principal amounts of \$5,000 or any integral multiple thereof (and if within a Stated Maturity by lot or by any other customary method that results in a random selection by the Paying Agent/Registrar), on February 15, 2035, or on any date thereafter at the redemption price of par plus accrued interest to the date of redemption.

(b) Exercise of Redemption Option. At least forty-five (45) days prior to a date set for the redemption of Certificates (unless a shorter notification period shall be satisfactory to the Paying Agent/Registrar), the City shall notify the Paying Agent/Registrar of its decision to exercise the right to redeem Certificates, the principal amount of each Stated Maturity to be redeemed, and the date set for the redemption thereof. The decision of the City to exercise the right to redeem Certificates shall be entered in the minutes of the governing body of the City.

(c) Selection of Certificates for Redemption. If less than all Outstanding Certificates of the same Stated Maturity are to be redeemed on a redemption date, the Paying Agent/Registrar shall treat such Certificates as representing the number of Certificates Outstanding which is obtained by dividing the principal amount of such Certificates by \$5,000 and shall select the Certificates to be redeemed within such Stated Maturity by lot or by any other customary method that results in a random selection by the Paying Agent/Registrar

(d) Notice of Redemption. Not less than thirty (30) days prior to a redemption date for the Certificates, a notice of redemption shall be sent by United States Mail, first class postage prepaid, in the name of the City and at the City's expense, to each Holder of a Certificate to be redeemed in whole or in part at the address of the Holder appearing on the Security Register at the close of business on the business day next preceding the date of mailing such notice, and any notice of redemption so mailed shall be conclusively presumed to have been duly given irrespective of whether received by the Holder.

All notices of redemption shall (i) specify the date of redemption for the Certificates, (ii) identify the Certificates to be redeemed and, in the case of a portion of the principal amount to be redeemed, the principal amount thereof to be redeemed, (iii) state the redemption price, (iv) state that the Certificates, or the portion of the principal amount thereof to be redeemed, shall become due and payable on the redemption date specified and the interest thereon, or on the portion of the principal amount thereof to be redeemed, shall cease to accrue from and after the redemption date, provided moneys sufficient for the payment of such Certificates (or the principal amount thereof to be redeemed) at the then applicable redemption price are held for the purpose of such payment by the Paying Agent/Registrar and (v) specify that payment of the redemption price for the Certificates, or the principal amount thereof to be redeemed, shall be made at the Designated Payment/Transfer Office of the Paying Agent/Registrar only upon presentation and surrender thereof by the Holder. If a Certificate is subject by its terms to prior redemption and has been called for redemption and notice of redemption thereof has been duly given or waived as herein provided, such Certificate (or the principal amount thereof to be redeemed) shall become due and payable and interest thereon shall cease to accrue from and after the redemption date therefor.

(e) Conditional Notice of Redemption. With respect to any optional redemption of the Certificates, unless certain prerequisites to such redemption required by this Ordinance have been met and moneys sufficient to pay the principal of and premium, if any, and interest on the Certificates to be redeemed shall have been received by the Paying Agent/Registrar prior to the giving of such notice of redemption, such notice may state that said redemption is conditional upon the satisfaction of such prerequisites and receipt of such moneys by the Paying Agent/Registrar on or prior to the date fixed for such redemption. If a conditional notice of redemption is given and such prerequisites to the redemption are not satisfied or sufficient moneys are not received, such notice shall be of no force and effect, the City shall not redeem such Certificates and the Paying Agent/Registrar shall give notice, in the manner in which the notice of redemption was given, to the effect that the Certificates have not been redeemed.

SECTION 5: Registration - Transfer - Exchange of Certificates - Predecessor Certificates. The Paying Agent/Registrar shall obtain, record, and maintain in the Security Register the name and address of each and every registered owner of the Certificates issued under and pursuant to the provisions of this Ordinance, or if appropriate, the nominee thereof. Any Certificate may be transferred or exchanged for Certificates of other authorized denominations by the Holder, in person or by his duly authorized agent, upon surrender of such Certificate to the Paying Agent/Registrar for cancellation, accompanied by a written instrument of transfer or request for exchange duly executed by the Holder or by his duly authorized agent, in form satisfactory to the Paying Agent/Registrar.

Upon surrender of any Certificate at the Designated Payment/Transfer Office of the Paying Agent/Registrar, the Paying Agent/Registrar shall register and deliver, in the name of the designated transferee or transferees, one or more new Certificates, executed on behalf of, and furnished by, the City, of authorized denominations and having the same Stated Maturity and of a like aggregate principal amount as the Certificate or Certificates surrendered for transfer.

At the option of the Holders, Certificates may be exchanged for other Certificates of authorized denominations and having the same Stated Maturity, bearing the same rate of interest and of like aggregate principal amount as the Certificates surrendered for exchange. upon surrender of the Certificates to be exchanged at the Designated Payment/Transfer Office of the Paying Agent/Registrar. Whenever any Certificates so surrendered for exchange, the Paying Agent/Registrar shall register and deliver new Certificates, executed on behalf of, and furnished by the City, to the Holder requesting the exchange.

All Certificates issued upon any transfer or exchange of Certificates shall be delivered at the Designated Payment/Transfer Office of the Paying Agent/Registrar, or sent by United States mail, first class postage prepaid, to the Holder and, upon the delivery thereof, the same shall be valid obligations of the City, evidencing the same obligation to pay, and entitled to the same benefits under this Ordinance, as the Certificates surrendered in such transfer or exchange.

All transfers or exchanges of Certificates pursuant to this Section shall be made without expense or service charge to the Holder, except as otherwise herein provided, and except that the Paying Agent/Registrar shall require payment by the Holder requesting such transfer or exchange of any tax or other governmental charges required to be paid with respect to such transfer or exchange.

Certificates cancelled by reason of an exchange or transfer pursuant to the provisions hereof are hereby defined to be "Predecessor Certificates," evidencing all or a portion, as the case may be, of the same obligation to pay evidenced by the new Certificate or Certificates registered and delivered in the exchange or transfer therefor. Additionally, the term "Predecessor Certificates" shall include any mutilated, lost, destroyed, or stolen Certificate for which a replacement Certificate has been issued, registered and delivered in lieu thereof pursuant to Section 23 hereof and such new replacement Certificate shall be deemed to evidence the same obligation as the mutilated, lost, destroyed, or stolen Certificate.

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

SECTION 6: Book-Entry-Only Transfers and Transactions. Notwithstanding the provisions contained in Sections 3, 4 and 5 hereof relating to the payment, and transfer/exchange of the Certificates, the City hereby approves and authorizes the use of "Book-Entry-Only" securities clearance, settlement and transfer system provided by The Depository Trust Company ("DTC"), a limited purpose trust company organized under the laws of the State of New York, in accordance with the operational arrangements referenced in the Blanket Issuer Letter of Representations by and between the City and DTC (the "Depository Agreement").

Pursuant to the Depository Agreement and the rules of DTC, the Certificates shall be deposited with DTC who shall hold said Certificates for its participants (the "DTC Participants"). While the Certificates are held by DTC under the Depository Agreement, the Holder of the Certificates on the Security Register for all purposes, including payment and notices, shall be Cede & Co., as nominee of DTC, notwithstanding the ownership of each actual purchaser or owner of each Certificate (the "Beneficial Owners") being recorded in the records of DTC and DTC Participants.

In the event DTC determines to discontinue serving as securities depository for the Certificates or otherwise ceases to provide book-entry clearance and settlement of securities transactions in general or the City determines that DTC is incapable of properly discharging its duties as securities depository for the Certificates, the City covenants and agrees with the Holders of the Certificates to cause Certificates to be printed in definitive form and provide for the Certificates to be issued and delivered to DTC Participants and Beneficial Owners, as the case may be. Thereafter, the Certificates in definitive form shall be assigned, transferred

and exchanged on the Security Register maintained by the Paying Agent/Registrar and payment of such Certificates shall be made in accordance with the provisions of Sections 3, 4 and 5 hereof.

The City agrees it will not discontinue its use of the DTC Book-Entry-Only System with respect to the Certificates without prior notice to and consent from the Board while the Board is the Holder of any of the Certificates.

SECTION 7: Execution - Registration. The Certificates shall be executed on behalf of the City by the Mayor or Mayor Pro Tem under its seal reproduced or impressed thereon and countersigned by the City Clerk. The signature of said officers on the Certificates may be manual or facsimile. Certificates bearing the manual or facsimile signatures of said individuals who are or were the proper officers of the City on the date of adoption of this Ordinance shall be deemed to be duly executed on behalf of the City, notwithstanding that such individuals or any of them shall cease to hold such offices prior to the delivery of the Certificates to the initial purchaser, and with respect to Certificates delivered in subsequent exchanges and transfers, all as authorized and provided in Texas Government Code, Chapter 1201, as amended.

No Certificate shall be entitled to any right or benefit under this Ordinance, or be valid or obligatory for any purpose, unless there appears on such Certificate either a certificate of registration substantially in the form provided in Section 9(c), manually executed by the Comptroller of Public Accounts of the State of Texas or his duly authorized agent, or a certificate of registration substantially in the form provided in Section 9(d), manually executed by an authorized officer, employee or representative of the Paying Agent/Registrar, and either such certificate upon any Certificate shall be conclusive evidence, and the only evidence, that such Certificate has been duly certified, registered and delivered.

SECTION 8: Initial Certificate(s). The Certificates herein authorized shall be initially issued either (i) as a single fully registered certificate in the total principal amount stated in Section 1 hereof with principal installments to become due and payable as provided in Section 2 hereof and numbered T-1, or (ii) as multiple fully registered certificates, being one certificate for each year of maturity in the applicable principal amount and denomination and to be numbered consecutively from T-1 and upward (hereinafter called the "Initial Certificate(s)") and, in either case, the Initial Certificate(s) shall be registered in the name of the initial purchaser or the designee thereof. The Initial Certificate(s) shall be the Certificates submitted to the Office of the Attorney General of the State of Texas for approval, certified and registered by the Office of the Comptroller of Public Accounts of the State of Texas and delivered to the initial purchaser. Any time after the delivery of the Initial Certificate(s), the Paying Agent/Registrar, pursuant to written instructions from the initial purchaser, or the designee thereof, shall cancel the Initial Certificate(s) delivered hereunder and exchange therefor definitive Certificates of authorized denominations, Stated Maturities, principal amounts and bearing applicable interest rates for transfer and delivery to the Holders named at the addresses identified therefor; all pursuant to and in accordance with such written instructions from the initial purchaser, or the designee thereof, and such other information and documentation as the Paying Agent/Registrar may reasonably require.

SECTION 9: Forms.

(a) Forms Generally. The Certificates, the Registration Certificate of the Comptroller of Public Accounts of the State of Texas, the Registration Certificate of Paying Agent/Registrar, and the form of Assignment to be printed on the Certificates, shall be substantially in the forms set forth in this Section with such appropriate insertions, omissions, substitutions, and other variations as are permitted or required by this Ordinance and may have such letters, numbers, or

other marks of identification (including identifying numbers and letters of the Committee on Uniform Securities Identification Procedures of the American Bankers Association) and such legends and endorsements (including insurance legends in the event the Certificates, or any maturities thereof, are purchased with insurance and any reproduction of an opinion of counsel) thereon as may, consistently herewith, be established by the City or determined by the officers executing such Certificates as evidenced by their execution thereof. Any portion of the text of any Certificates may be set forth on the reverse thereof, with an appropriate reference thereto on the face of the Certificate.

The Certificates, including the Initial Certificate(s), shall be printed, lithographed, engraved, typewritten, photocopied or otherwise reproduced in any other similar manner, all as determined by the officers executing such Certificates as evidenced by their execution.

(b) Form of Definitive Certificates.

REGISTERED
NO. _____

REGISTERED
\$ _____

UNITED STATES OF AMERICA
STATE OF TEXAS
CITY OF JACKSONVILLE, TEXAS,
COMBINATION TAX AND SURPLUS WATER AND SEWER SYSTEM
REVENUE CERTIFICATE OF OBLIGATION,
SERIES 2024B

Certificate Date:
November 1, 2024

Interest Rate:
_____ %

Stated Maturity:
August 15, 20__

CUSIP NO:

Registered Owner:

Principal Amount:

The City of Jacksonville (hereinafter referred to as the "City"), a body corporate and municipal corporation in the County of Cherokee, State of Texas, for value received, acknowledges itself indebted to and hereby promises to pay to the Registered Owner named above, or the registered assigns thereof, on the Stated Maturity date specified above the Principal Amount stated above (or so much thereof as shall not have been redeemed prior to maturity) and to pay interest on the unpaid principal amount hereof from the date of the delivery of the Certificates to the initial purchaser at the per annum rate of interest specified above computed on the basis of a 360-day year of twelve 30-day months; such interest being payable on February 15 and August 15 in each year, commencing August 15, 2025, until maturity or prior redemption. Principal of this Certificate is payable at its Stated Maturity or upon its prior redemption to the registered owner hereof, upon presentation and surrender, at the Designated Payment/Transfer Office of the Paying Agent/Registrar executing the registration certificate appearing hereon, or its successor; provided, however, while this Certificate is registered to Cede & Co., the payment of principal upon a partial redemption of the principal amount hereof may be accomplished without presentation and surrender of this Certificate. Interest is payable to the registered owner of this Certificate (or one or more Predecessor Certificates, as defined in the Ordinance hereinafter referenced) whose name appears on the "Security Register" maintained by the Paying Agent/Registrar at the close of business on the "Record Date", which is the last business day

of the month next preceding each interest payment date, and interest shall be paid by the Paying Agent/Registrar by check sent United States Mail, first class postage prepaid, to the address of the registered owner recorded in the Security Register or by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the registered owner. If the date for the payment of the principal of or interest on the Certificates shall be a Saturday, Sunday, a legal holiday, or a day when banking institutions in the city where the Designated Payment/Transfer Office of the Paying Agent/Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday, or day on which banking institutions are authorized to close, and payment on such date shall have the same force and effect as if made on the original date payment was due. All payments of principal of, premium, if any, and interest on this Certificate shall be without exchange or collection charges to the owner hereof and in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts.

This Certificate is one of the series specified in its title issued in the aggregate principal amount of \$3,555,000 (herein referred to as the "Certificates") for the purpose of paying contractual obligations of the City to be incurred for making permanent public improvements and for other public purposes, to-wit (i) constructing, acquiring, purchasing, renovating, equipping, enlarging, and improving the City's Sewer System, including the planning, acquisition, design and construction of improvements to the City's Double Creek Wastewater Treatment Plant and an equalization basin, (ii) the purchase of materials, supplies, equipment, land, and rights-of-way for authorized needs and purposes relating to the City's Sewer System improvements, and (iii) the payment of professional services relating to the design, construction, project management, and financing of the aforementioned capital improvements, under and in strict conformity with the Constitution and laws of the State of Texas, particularly Texas Local Government Code, Subchapter C of Chapter 271, as amended, and pursuant to an Ordinance adopted by the City Council of the City (herein referred to as the "Ordinance").

The Certificates maturing on and after August 15, 2035, may be redeemed prior to their Stated Maturities, at the option of the City, in whole or in part, in principal amounts of \$5,000 or any integral multiple thereof (and if within a Stated Maturity by lot or by any other customary method that results in a random selection by the Paying Agent/Registrar), on February 15, 2035, or on any date thereafter, at the redemption price of par, together with accrued interest to the date of redemption.

At least thirty (30) days prior to a redemption date, the City shall cause a written notice of such redemption to be sent by United States Mail, first class postage prepaid, to the registered owners of the Certificates to be redeemed, and subject to the terms and provisions relating thereto contained in the Ordinance. If a Certificate (or any portion of its principal sum) shall have been duly called for redemption and notice of such redemption duly given, then upon the redemption date such Certificate (or the portion of its principal sum to be redeemed) shall become due and payable, and, if moneys for the payment of the redemption price and the interest accrued on the principal amount to be redeemed to the date of redemption are held for the purpose of such payment by the Paying Agent/Registrar, interest shall cease to accrue and be payable from and after the redemption date on the principal amount redeemed.

In the event a portion of the principal amount of a Certificate is to be redeemed and the registered owner is someone other than Cede & Co., payment of the redemption price of such principal amount shall be made to the registered owner only upon presentation and surrender of such Certificate to the Designated Payment/Transfer Office of the Paying Agent/Registrar, and a

new Certificate or Certificates of like maturity and interest rate in any authorized denominations provided by the Ordinance for the then unredeemed balance of the principal sum thereof will be issued to the registered owner, without charge. If a Certificate is selected for redemption, in whole or in part, the City and the Paying Agent/Registrar shall not be required to transfer such Certificate to an assignee of the registered owner within forty-five (45) days of the redemption date therefor; provided, however, such limitation on transferability shall not be applicable to an exchange by the registered owner of the unredeemed balance of a Certificate redeemed in part.

With respect to any optional redemption of the Certificates, unless certain prerequisites to such redemption required by the Ordinance have been met and moneys sufficient to pay the principal of and premium, if any, and interest on the Certificates to be redeemed shall have been received by the Paying Agent/Registrar prior to the giving of such notice of redemption, such notice may state that said redemption is conditional upon the satisfaction of such prerequisites and receipt of such moneys by the Paying Agent/Registrar on or prior to the date fixed for such redemption. If a conditional notice of redemption is given and such prerequisites to the redemption are not satisfied or sufficient moneys are not received, such notice shall be of no force and effect, the City shall not redeem such Certificates and the Paying Agent/Registrar shall give notice, in the manner in which the notice of redemption was given, to the effect that the Certificates have not been redeemed.

The Certificates are payable from the proceeds of an ad valorem tax levied, within the limitations prescribed by law, upon all taxable property in the City and, together with the Previously Issued Certificates (identified and defined in the Ordinance), are additionally payable from and secured by a lien on and pledge of the Net Revenues (as defined in the Ordinance) of the City's combined Waterworks and Sewer System (the "System"), such lien and pledge, however, being junior and subordinate to the lien on and pledge of such Net Revenues securing the payment of the "Prior Lien Obligations" (identified and defined in the Ordinance) now outstanding or hereafter issued by the City. In the Ordinance, the City reserves and retains the right to issue Prior Lien Obligations without limitation as to principal amount but subject to any applicable terms, conditions or restrictions under law or otherwise as well as the right to issue additional obligations payable from the same sources as the Certificates and, together with the Previously Issued Certificates and the Certificates, equally and ratably secured by a parity lien on and pledge of the Net Revenues of the System.

Reference is hereby made to the Ordinance, a copy of which is on file in the Designated Payment/Transfer Office of the Paying Agent/Registrar, and to all the provisions of which the Holder by the acceptance hereof hereby assents, for definitions of terms; the description of and the nature and extent of the tax levied for the payment of the Certificates; the properties constituting the System; the Net Revenues pledged to the payment of the principal of and interest on the Certificates; the nature and extent and manner of enforcement of the pledge; the terms and conditions relating to the transfer or exchange of this Certificate; the conditions upon which the Ordinance may be amended or supplemented with or without the consent of the Holders; the rights, duties, and obligations of the City and the Paying Agent/Registrar; the terms and provisions upon which the tax levy and the liens, pledges, charges and covenants made therein may be discharged at or prior to the maturity of this Certificate, and this Certificate deemed to be no longer Outstanding thereunder; and for the other terms and provisions contained therein. Capitalized terms used herein have the meanings assigned in the Ordinance.

This Certificate, subject to certain limitations contained in the Ordinance, may be transferred on the Security Register only upon its presentation and surrender at the Designated Payment/Transfer Office of the Paying Agent/Registrar, with the Assignment hereon duly

endorsed by, or accompanied by a written instrument of transfer in form satisfactory to the Paying Agent/Registrar duly executed by, the registered owner hereof, or his duly authorized agent. When a transfer on the Security Register occurs, one or more new fully registered Certificates of the same Stated Maturity, of authorized denominations, bearing the same rate of interest, and of the same aggregate principal amount will be issued by the Paying Agent/Registrar to the designated transferee or transferees.

The City and the Paying Agent/Registrar, and any agent of either, may treat the registered owner hereof whose name appears on the Security Register (i) on the Record Date as the owner entitled to payment of interest hereon, (ii) on the date of surrender of this Certificate as the owner entitled to payment of principal hereof at its Stated Maturity or upon its redemption, in whole or in part, and (iii) on any other date as the owner for all other purposes, and neither the City nor the Paying Agent/Registrar, or any agent of either, shall be affected by notice to the contrary. In the event of nonpayment of interest on a scheduled payment date and for thirty (30) days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be 15 days after the Special Record Date) shall be sent at least five (5) business days prior to the Special Record Date by United States Mail, first class postage prepaid, to the address of each Holder appearing on the Security Register at the close of business on the last business day next preceding the date of mailing of such notice.

It is hereby certified, recited, represented and covenanted that the City is a body corporate and political subdivision duly organized and legally existing under and by virtue of the Constitution and laws of the State of Texas; that the issuance of the Certificates is duly authorized by law; that all acts, conditions and things required to exist and be done precedent to and in the issuance of the Certificates to render the same lawful and valid obligations of the City have been properly done, have happened and have been performed in regular and due time, form and manner as required by the Constitution and laws of the State of Texas, and the Ordinance; that the Certificates do not exceed any Constitutional or statutory limitation; and that due provision has been made for the payment of the principal of and interest on the Certificates by the levy of a tax and a pledge of and lien on the Net Revenues of the System as aforestated. In case any provision in this Certificate or any application thereof shall be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions and applications shall not in any way be affected or impaired thereby. The terms and provisions of this Certificate and the Ordinance shall be construed in accordance with and shall be governed by the laws of the State of Texas.

IN WITNESS WHEREOF, the City Council of the City has caused this Certificate to be duly executed under the official seal of the City.

CITY OF JACKSONVILLE, TEXAS

Mayor

COUNTERSIGNED:

City Clerk

(SEAL)

(c) Form of Registration Certificate of Comptroller of Public Accounts to appear on Initial Certificate(s) only.

REGISTRATION CERTIFICATE OF
COMPTROLLER OF PUBLIC ACCOUNTS

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

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

WITNESS my signature and seal of office this _____.

Comptroller of Public Accounts
of the State of Texas

(SEAL)

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

REGISTRATION CERTIFICATE OF PAYING AGENT/REGISTRAR

This Certificate has been duly issued and registered under the provisions of the within-mentioned Ordinance; the certificate or certificates of the above entitled and designated series originally delivered having been approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts, as shown by the records of the Paying Agent/Registrar.

The designated offices of the Paying Agent/Registrar located in Kansas City, Missouri, is the "Designated Payment/Transfer Office" for this Certificate.

BOKF, NA
Dallas, Texas, as Paying Agent/Registrar

Registration Date:

By _____

Authorized Signature

(e) Form of Assignment.

ASSIGNMENT

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

(Social Security or other identifying number:) the within Certificate and all rights thereunder, and hereby irrevocably constitutes and appoints

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

DATED:

Signature guaranteed:

NOTICE: The signature on this assignment must correspond with the name of the registered owner as it appears on the face of the within Certificate in every particular.

(f) The Initial Certificate(s) shall be in the form set forth in paragraph (b) of this Section, except that the form of a single fully registered Initial Certificate shall be modified as follows:

Heading and first paragraph shall be modified to read as follows:

REGISTERED
NO. T-1

REGISTERED
\$3,555,000

UNITED STATES OF AMERICA
STATE OF TEXAS
CITY OF JACKSONVILLE, TEXAS,
COMBINATION TAX AND SURPLUS WATER AND SEWER SYSTEM
REVENUE CERTIFICATE OF OBLIGATION,
SERIES 2024B

Certificate Date: NOVEMBER 1, 2024

Registered Owner: TEXAS WATER DEVELOPMENT BOARD

Principal Amount: THREE MILLION FIVE HUNDRED FIFTY-FIVE THOUSAND DOLLARS

The City of Jacksonville (hereinafter referred to as the "City"), a body corporate and municipal corporation in the County of Cherokee, State of Texas, for value received, acknowledges itself indebted to and hereby promises to pay to the Registered Owner named

above, or the registered assigns thereof, the Principal Amount hereinabove stated on August 15 in each of the years and in principal installments in accordance with the following schedule:

<u>YEAR</u>	<u>PRINCIPAL INSTALLMENTS</u>	<u>INTEREST RATE</u>
-------------	-----------------------------------	--------------------------

(Information to be inserted from schedule in Section 2 hereof).

(or so much thereof as shall not have been redeemed prior to maturity) and to pay interest on the unpaid principal amount hereof from the date of the delivery to the initial purchaser at the per annum rate(s) of interest specified above computed on the basis of a 360-day year of twelve 30-day months; such interest being payable on February 15 and August 15 of each year, commencing August 15, 2025, until maturity or prior redemption. Principal of this Certificate is payable at its Stated Maturity or on a redemption date to the registered owner hereof by BOKF, NA, Dallas, Texas (the "Paying Agent/Registrar"), upon presentation and surrender, at its designated offices in Kansas City, Missouri (the "Designated Payment/Transfer Office"). Interest is payable to the registered owner of this Certificate whose name appears on the "Security Register" maintained by the Paying Agent/Registrar at the close of business on the "Record Date", which is the last business day of the month next preceding each interest payment date hereof and interest shall be paid by the Paying Agent/Registrar by check sent United States Mail, first class postage prepaid, to the address of the registered owner recorded in the Security Register or by such other method, acceptable to the Paying Agent/ Registrar, requested by, and at the risk and expense of, the registered owner. If the date for the payment of the principal of or interest on the Certificates shall be a Saturday, Sunday, a legal holiday, or a day when banking institutions in the city where the Designated Payment/Transfer Office of the Paying Agent/Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday, or day on which banking institutions are authorized to close, and payment on such date shall have the same force and effect as if made on the original date payment was due. All payments of principal of, premium, if any, and interest on this Certificate shall be without exchange or collection charges to the owner hereof and in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts.

SECTION 10: Definitions. For purposes of this Ordinance and for clarity with respect to the issuance of the Certificates herein authorized, and the levy of taxes and appropriation of Net Revenues therefor, the following words or terms, whenever the same appears herein without qualifying language, are defined to mean as follows:

(a) The term "Additional Obligations" shall mean tax and revenue obligations hereafter issued under and pursuant to the provisions of Texas Local Government Code, Subchapter C of Chapter 271, or other law and payable from ad valorem taxes and additionally payable from and secured by a lien on and pledge of the Net Revenues of the System on a parity with and of equal rank and dignity with the lien and pledge securing the payment of the Previously Issued Certificates and the Certificates.

(b) The term "Certificates" shall mean the \$3,555,000 "City of Jacksonville, Texas, Combination Tax and Surplus Water and Sewer System Revenue Certificates of Obligation, Series 2024B" authorized by this Ordinance.

(c) The term "Certificate Fund" shall mean the special Fund created and established under the provisions of Section 11 of this Ordinance.

(d) The term "Collection Date" shall mean, when reference is being made to the levy and collection of annual ad valorem taxes, the date the annual ad valorem taxes levied each year by the City become delinquent.

(e) The term "Fiscal Year" shall mean the twelve month accounting period used with respect to the operations of the System ending September 30th of each year; provided, however, the City Council may change, by ordinance duly passed, such annual financial accounting period to end on another date if such change is found and determined to be necessary for budgetary or other fiscal purposes.

(f) The term "Government Securities" shall mean (i) direct noncallable obligations of the United States of America, including obligations the principal of and interest on which are unconditionally guaranteed by the United States of America, (ii) noncallable obligations of an agency or instrumentality of the United States, including obligations unconditionally guaranteed or insured by the agency or instrumentality and, on the date of their acquisition or purchase by the City, are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent, (iii) noncallable obligations of a state or an agency or a county, municipality, or other political subdivision of a state that have been refunded and that, on the date of their acquisition or purchase by the City, are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent, and (iv) any other authorized securities or obligations under applicable law that may be used to defease obligations such as the Certificates.

(g) The term "Net Revenues" shall mean all income and revenues derived from the operation and ownership of the System, less the expense of operation and maintenance, including all salaries, labor, materials, repairs and extensions necessary to render efficient service; provided, however, that only such repairs and extensions, as in the judgment of the City Council, reasonably and fairly exercised, are necessary to maintain the operations and render adequate service to the City and the inhabitants thereof, or such as might be necessary to meet some physical accident or condition which would otherwise impair the security of any obligations payable from Net Revenues shall be deducted in determining "Net Revenues".

(h) The term "Outstanding" when used in this Ordinance with respect to Certificates means, as of the date of determination, all Certificates theretofore issued and delivered under this Ordinance, except:

(1) those Certificates cancelled by the Paying Agent/Registrar or delivered to the Paying Agent/Registrar for cancellation;

(2) those Certificates paid in accordance with the provisions of Section 24 hereof; and

(3) those Certificates that have been mutilated, destroyed, lost, or stolen and replacement Certificates have been registered and delivered in lieu thereof as provided in Section 23 hereof.

(i) The term "Previously Issued Certificates" shall mean the outstanding and unpaid "City of Jacksonville, Texas, Tax and Waterworks and Sewer System (Limited Pledge) Revenue

Certificates of Obligations, Series 2016", dated May 1, 2016, originally issued in the principal amount of \$1,900,000, "City of Jacksonville, Texas, Combination Tax and Revenue Certificate of Obligation, Series 2019", dated February 1, 2019, originally issued in the principal amount of \$5,727,000, "City of Jacksonville, Texas, Combination Tax and Revenue Certificates of Obligations, Series 2020", dated February 1, 2020, originally issued in the principal amount of \$8,645,000, "City of Jacksonville, Texas, Tax and Surplus Water and Sewer Revenue Certificates of Obligations, Series 2022A", dated August 15, 2022, originally issued in the principal amount of \$5,919,000, "City of Jacksonville, Texas, Combination Tax and Revenue Certificates of Obligations, Series 2022B", dated August 15, 2022, originally issued in the principal amount of \$4,605,000 and "City of Jacksonville, Texas, Combination Tax and Revenue Certificates of Obligations, Series 2024A", dated September 15, 2024, originally issued in the principal amount of \$3,940,000.

(j) The term "Prior Lien Obligations" shall mean (A) all revenue bonds or other obligations, hereafter issued, payable solely from and secured by a lien on and pledge of the Net Revenues of the System or (B) obligations hereafter issued which by the terms of this Ordinance and the ordinances authorizing their issuance have a prior right and claim on the Net Revenues of the System to the claim and right securing the payment of the Previously Issued Certificates and the Certificates.

(k) The term "System" shall mean all properties, facilities, and plants currently owned, operated, and maintained by the City for the supply, treatment, and transmission of treated potable water and for the collection, treatment and disposal of water-carried wastes, together with all future improvements, extensions, replacements, and additions thereto.

SECTION 11: Certificate Fund. For the purpose of paying the interest on and to provide a sinking fund for the payment, redemption and retirement of the Certificates, there shall be and is hereby created a special account or fund on the books and records of the City known as the "SPECIAL SERIES 2024B TAX AND REVENUE CERTIFICATE OF OBLIGATION FUND" (the "Certificate Fund"), and all moneys deposited to the credit of such Fund shall be kept and maintained in a special banking account at a depository of the City. The Mayor, Mayor Pro Tem, City Manager, Finance Director and City Clerk of the City, individually or jointly, are hereby authorized and directed to make withdrawals from said Fund sufficient to pay the principal of and interest on the Certificates as the same become due and payable, and, shall cause to be transferred to the Paying Agent/Registrar from moneys on deposit in the Certificate Fund an amount sufficient to pay the amount of principal and/or interest falling due on the Certificates, such transfer of funds to the Paying Agent/Registrar to be made in such manner as will cause immediately available funds to be deposited with the Paying Agent/Registrar on or before the last business day next preceding each interest and principal payment date for the Certificates.

Pending the transfer of funds to the Paying Agent/Registrar, money in the Certificate Fund may, at the option of the City, be invested in obligations identified in, and in accordance with the provisions of the "Public Funds Investment Act" (Texas Government Code, Chapter 2256, as amended) relating to the investment of "bond proceeds"; provided that all such investments shall be made in such a manner that the money required to be expended from said Fund will be available at the proper time or times. All interest and income derived from deposits and investments in said Certificate Fund shall be credited to, and any losses debited to, the said Certificate Fund. All such investments shall be sold promptly when necessary to prevent any default in connection with the Certificates.

SECTION 12: Tax Levy.

(a) To provide for the payment of the "Debt Service Requirements" on the Certificates being (i) the interest on said Certificates and (ii) a sinking fund for their redemption at maturity or a sinking fund of 2% (whichever amount shall be the greater), there shall be and there is hereby levied a sufficient tax, within the limitations prescribed by law, on each one hundred dollars' valuation of taxable property in said City, adequate to pay such Debt Service Requirements while the Certificates are Outstanding, full allowance being made for delinquencies and costs of collection; and said tax shall be assessed and collected each year and applied to the payment of the Debt Service Requirements, and the same shall not be diverted to any other purpose. The taxes so levied and collected shall be paid into the Certificate Fund. The City Council hereby declares its purpose and intent to provide and levy a tax legally and fully sufficient to pay the said Debt Service Requirements, it having been determined that the existing and available taxing authority of the City for such purpose is adequate to permit a legally sufficient tax in consideration of all other outstanding indebtedness.

(b) Notwithstanding the provisions of paragraph (a) above of this Section 12:

(1) if Net Revenues of the System hereinafter pledged to the payment of the Certificates or any other legally available funds are actually on deposit in the Certificate Fund in advance of the time ad valorem taxes are scheduled to be levied for any year, then the amount of taxes otherwise required to be levied for such year pursuant to (a) above may be reduced to the extent and by the amount of the funds then on deposit in the Certificate Fund; or

(2) if the City's annual budget provides for the Net Revenues of the System to pay the Debt Service Requirements of the Certificates to become due and payable during the budget year thereby reducing the amount of ad valorem taxes to be levied in such year for the Certificates, then:

(i) The City shall transfer and deposit in the Certificate Fund each month an amount of not less than 1/12th of the annual Debt Service Requirements on the Certificates until the amount accumulated and maintained in the Certificate Fund equals the amount required for the full payment of the Debt Service Requirements on the Certificates then Outstanding; and provided further, save and except for required payments to the special funds maintained for the payment of the Prior Lien Obligations, the Previously Issued Certificates and Additional Obligations, if issued, the City shall not transfer any Net Revenues from the System Fund to any fund of the City other than the Certificate Fund until such time as an amount equal to the annual Debt Service Requirements for the Certificates for the then current fiscal year has been deposited in the Certificate Fund;

(ii) Each year while the Certificates are Outstanding, and prior to the time of the annual ad valorem tax rate is established and levied by the City, the City shall establish, adopt and maintain an annual budget that provides for either the monthly deposit of sufficient Net Revenues of the System and/or ad valorem tax revenues, the monthly deposit of any other legally available funds on hand at the time of the adoption of the annual budget, or a

combination thereof, into the Certificate Fund for the payment of the Certificates; and

(iii) The City shall at all times maintain and collect sufficient rates and charges for water and sewer services in conjunction with any other legally available funds that, after payment of the costs of operating and maintaining the System that produce Net Revenues in an amount not less than 1.10 times the debt service payments for all outstanding water or sewer system revenue bonds of the City and other obligations of the City which are secured in whole or in part by a pledge of the revenues of the System for which the City is budgeting the repayment of such obligations from the revenues of the System, or the City shall provide documentation which evidences the levy of an ad valorem tax rate dedicated to the payment of the Certificates, in conjunction with any other legally available funds other than revenues of the System, sufficient for the repayment of System debt service requirements.

SECTION 13: Pledge of Surplus Net Revenues. The City hereby covenants and agrees that, subject only to a prior lien on and pledge of the Net Revenues of the System for the payment and security of Prior Lien Obligations, the Net Revenues of the System, with the exception of those in excess of the amounts required to be deposited to the Certificate Fund as hereafter provided, are hereby irrevocably pledged, equally and ratably, to the payment of the principal of and interest on the Previously Issued Certificates, the Certificates and Additional Obligations, as herein provided, and the pledge of the Net Revenues of the System herein made for the payment of the Certificates shall constitute a lien on the Net Revenues of the System in accordance with the terms and provisions hereof and be valid and binding without further action by the City and without any filing or recording except for the filing of this Ordinance in the records of the City.

Texas Government Code, Chapter 1208 applies to the issuance of the Certificates and the pledge of the Net Revenues of the System granted by the City under this Section 13, and such pledge is therefore valid, effective and perfected. If Texas law is amended at any time while the Certificates are Outstanding such that the pledge of the Net Revenues of the System granted by the City under this Section 13 is to be subject to the filing requirements of Chapter 9, Business & Commerce Code, as amended, then in order to preserve to the registered owners of the Certificates the perfection of the security interest in said pledge, the City agrees to take such measures as it determines are reasonable and necessary under Texas law to comply with the applicable provisions of Chapter 9, Business & Commerce Code, as amended, and enable a filing to perfect the security interest in said pledge to occur.

SECTION 14: System Fund. The City hereby covenants and agrees that all revenues derived from the operation of the System shall be kept separate and apart from all other funds, accounts and moneys of the City, and shall be deposited from day to day as collected into the "City of Jacksonville Combined Utility System Fund" (hereinafter called the "System Fund"), which fund shall be created, established and maintained at an official depository bank of the City. All moneys deposited in the System Fund shall be pledged and appropriated to the extent required for the following purposes and in the order of priority shown, to wit:

First: To the payment of all necessary and reasonable operating and maintenance expenses of the System as defined herein or required by statute to be a first charge on and claim against the revenues thereof,

Second: To the payment of all amounts required to be deposited in the special Funds created and established for the payment, security and benefit of Prior Lien Obligations in accordance with the terms and provisions of the ordinances authorizing the issuance of Prior Lien Obligations.

Third: To the payment of the amounts pledged to the payment of the Previously Issued Certificates, the Certificates (the Certificate Fund) and Additional Obligations.

Any Net Revenues remaining in the System Fund after satisfying the foregoing payments, or making adequate and sufficient provision for the payment thereof, may be used for the redemption of the Certificates or may be transferred to the general fund of the City and used for general or special purposes.

SECTION 15: Deposits to Certificate Fund. The City hereby covenants and agrees to cause to be deposited to the credit of the Certificate Fund prior to each principal and interest payment date for the Certificates from the pledged Net Revenues of the System in the System Fund, after the deduction of all payments required to be made to the special Funds or accounts created for the payment and security of the Prior Lien Obligations, an amount equal to one hundred per centum (100%) of the amount required to fully pay the interest and principal payments then due and payable on the Certificates, such deposits to pay accrued interest and maturing principal on the Certificates to be made in substantially equal monthly installments on or before the 1st day of each month beginning on or before the 1st day of the month following the date of delivery of the Certificates to the initial purchaser.

The monthly deposits to the Certificate Fund, as hereinabove provided, shall be made until such time as such Fund contains an amount equal to pay the principal of and interest on the Certificates to maturity. Ad valorem taxes levied, collected and deposited in the Certificate Fund for and on behalf of the Certificates may be taken into consideration and reduce the amount of the monthly deposits otherwise required to be deposited in the Certificate Fund from the Net Revenues of the System. In addition, any proceeds of sale of the Certificates in excess of the amount required to pay the contractual obligations to be incurred (including change orders to a construction contract) shall be deposited in the Certificate Fund, which amount shall reduce the sums otherwise required to be deposited in said Fund from ad valorem taxes and the Net Revenues of the System.

SECTION 16: Security of Funds. All moneys on deposit in the Funds for which this Ordinance makes provision (except any portion thereof as may be at any time properly invested) shall, to the extent not insured by the Federal Deposit Insurance Corporation, be secured by direct obligations of the United States in the manner and to the fullest extent required by the laws of Texas for the security of public funds, and moneys on deposit in such Funds shall be used only for the purposes permitted by this Ordinance.

SECTION 17: Maintenance of System - Insurance. While the Certificates remain Outstanding, the City covenants and agrees to maintain and operate the System with all possible efficiency and to maintain casualty and other insurance on the properties of the System and its operations of a kind and in such amounts customarily carried by municipal corporations in the

State of Texas engaged in a similar type business; and that it will faithfully and punctually perform all duties and comply with all license and regulatory requirements imposed by state and federal laws with respect to the operation and maintenance of the System. The City further agrees and covenants, while the Certificates are held by the United States of America, to annually furnish to the current servicing office as designated by the United States of America, a list of insurance policies covering the properties of the System, setting out as to each policy the amount thereof, the risk covered, the name of the insurer and the policy's expiration date.

SECTION 18: Records and Accounts - Annual Audit. The City further covenants and agrees that so long as any of the Certificates remain Outstanding, it will keep and maintain accurate and complete records and accounts pertaining to the operations of the System in which complete and correct entries shall be made of all transactions relating thereto. The Holders of the Certificates or any duly authorized agent or agents of such Holders shall have the right to inspect the System and all properties comprising the same. The City further agrees that following the close of each Fiscal Year, it will cause an audit of such books and accounts to be made by an independent firm of Certified Public Accountants. Copies of each annual audit shall be furnished to the Executive Director of the Municipal Advisory Council of Texas at his office in Austin, Texas, to the current servicing office as designated by the United States of America while the Certificates are held by the United States of America, and, upon written request, to any Holder of 20% or more in principal amount of the Certificates.

SECTION 19: Remedies in Event of Default. In addition to all the rights and remedies provided by the laws of the State of Texas, the City covenants and agrees particularly that in the event the City (a) defaults in the payments to be made to the Certificate Fund, or (b) defaults in the observance or performance of any other of the covenants, conditions or obligations set forth in this Ordinance, the owner or owners of any of the Certificates shall be entitled to a writ of mandamus issued by a court of proper jurisdiction compelling and requiring the governing body of the City and other officers of the City to observe and perform any covenant, condition or obligation prescribed in this Ordinance.

No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power, or shall be construed to be a waiver of any such default or acquiescence therein, and every such right and power may be exercised from time to time and as often as may be deemed expedient. The specific remedies herein provided shall be cumulative of all other existing remedies and the specification of such remedies shall not be deemed to be exclusive.

SECTION 20: Special Covenants. The City hereby further covenants as follows:

(a) It has the lawful power to pledge the Net Revenues of the System to the payment of the Certificates in the manner herein contemplated and has lawfully exercised such power under the Constitution and laws of the State of Texas, including said power existing under Texas Government Code, Sections 1502.056 and 1502.058 and Texas Local Government Code, Sections 271.041, et seq.

(b) Other than for the payment of the Previously Issued Certificates and the Certificates, the Net Revenues of the System have not in any manner been pledged to the payment of any debt or obligation of the City or of the System.

SECTION 21: Issuance of Prior Lien Obligations/Additional Obligations. The City hereby expressly reserves the right to hereafter issue Prior Lien Obligations, without limitation as to principal amount but subject to any terms, conditions or restrictions applicable thereto under law or otherwise, payable, in whole or in part, from the Net Revenues (without impairment of the obligation of contract with the Holders of the Certificates) upon such terms and conditions as the City Council may determine. Additionally, the City reserves the right to issue Additional Obligations payable, in whole or in part, from the Net Revenues of the System and, to the extent provided, secured by a lien on and pledge of the Net Revenues of equal rank and dignity with the lien and pledge securing the payment of the Previously Issued Certificates and the Certificates.

SECTION 22: Application of Prior Lien Obligations Covenants and Agreements. It is the intention of this governing body and accordingly hereby recognized and stipulated that the provisions, agreements and covenants contained herein bearing upon the management and operations of the System, and the administering and application of revenues derived from the operation thereof, shall to the extent possible be harmonized with like provisions, agreements and covenants contained in the ordinances authorizing the issuance of the Prior Lien Obligations, and to the extent of any irreconcilable conflict between the provisions contained herein and in the ordinances authorizing the issuance of the Prior Lien Obligations, the provisions, agreements and covenants contained therein shall prevail to the extent of such conflict and be applicable to this Ordinance but in all respects subject to the priority of rights and benefits, if any, conferred thereby to the holders of the Prior Lien Obligations.

SECTION 23: Mutilated - Destroyed - Lost and Stolen Certificates. In case any Certificate shall be mutilated, or destroyed, lost or stolen, the Paying Agent/Registrar may execute and deliver a replacement Certificate of like form and tenor, and in the same denomination and bearing a number not contemporaneously outstanding, in exchange and substitution for such mutilated Certificate, or in lieu of and in substitution for such destroyed, lost or stolen Certificate, only upon the approval of the City and after (i) the filing by the Holder thereof with the Paying Agent/Registrar of evidence satisfactory to the Paying Agent/Registrar of the destruction, loss or theft of such Certificate, and of the authenticity of the ownership thereof and (ii) the furnishing to the Paying Agent/Registrar of indemnification in an amount satisfactory to hold the City and the Paying Agent/Registrar harmless. All expenses and charges associated with such indemnity and with the preparation, execution and delivery of a replacement Certificate shall be borne by the Holder of the Certificate mutilated, or destroyed, lost or stolen.

Every replacement Certificate issued pursuant to this Section shall be a valid and binding obligation, and shall be entitled to all the benefits of this Ordinance equally and ratably with all other Outstanding Certificates; notwithstanding the enforceability of payment by anyone of the destroyed, lost, or stolen Certificates. The provisions of this Section are exclusive and shall preclude (to the extent lawful) all other rights and remedies with respect to the replacement and payment of mutilated, destroyed, lost or stolen Certificates.

SECTION 24: Satisfaction of Obligation of City. If the City shall pay or cause to be paid, or there shall otherwise be paid to the Holders, the principal of, premium, if any, and interest on the Certificates, at the times and in the manner stipulated in this Ordinance, then the pledge of taxes levied under this Ordinance and the Net Revenues of the System and all covenants, agreements, and other obligations of the City to the Holders shall thereupon cease, terminate, and be discharged and satisfied.

Certificates or any principal amount(s) thereof shall be deemed to have been paid within the meaning and with the effect expressed above in this Section when (i) money sufficient to pay

in full such Certificates or the principal amount(s) thereof at maturity or the redemption date therefor, together with all interest due thereon, shall have been irrevocably deposited with and held in trust by the Paying Agent/Registrar, or an authorized escrow agent, or (ii) Government Securities shall have been irrevocably deposited in trust with the Paying Agent/Registrar, or an authorized escrow agent, which Government Securities have been certified by the City's financial advisor, the Paying Agent/Registrar, an independent public accountant or other qualified third party to mature as to principal and interest in such amounts and at such times as will insure the availability, without reinvestment, of sufficient money, together with any moneys deposited therewith, if any, to pay when due the principal of and interest on such Certificates, or the principal amount(s) thereof, on and prior to the Stated Maturity thereof or (if notice of redemption has been duly given or waived or if irrevocable arrangements therefor acceptable to the Paying Agent/Registrar have been made) the redemption date thereof. The City covenants that no deposit of moneys or Government Securities will be made under this Section and no use made of any such deposit which would cause the Certificates to be treated as "arbitrage bonds" within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended, or regulations adopted pursuant thereto.

The City reserves the right, subject to satisfying the requirements of (i) and (ii) above, to substitute other Government Securities for the Government Securities originally deposited, to reinvest the uninvested moneys on deposit for such defeasance and to withdraw for the benefit of the City moneys in excess of the amount required for such defeasance.

Upon such deposit as described above, such Certificates shall no longer be regarded to be outstanding or unpaid. Provided, however, the City has reserved the option, to be exercised at the time of the defeasance of the Certificates, to call for redemption, at an earlier date those Certificates which have been defeased to their maturity date, if the City (i) in the proceedings providing for the firm banking and financial arrangements, expressly reserves the right to call the Certificates for redemption; (ii) gives notice of the reservation of that right to the Owners immediately following the making of the firm banking and financial arrangements; and (iii) directs that notice of the reservation be included in any redemption notices that it authorizes.

Any moneys so deposited with the Paying Agent/Registrar, or an authorized escrow agent, and all income from Government Securities held in trust by the Paying Agent/Registrar, or an authorized escrow agent, pursuant to this Section which is not required for the payment of the Certificates, or any principal amount(s) thereof, or interest thereon with respect to which such moneys have been so deposited shall be remitted to the City or deposited as directed by the City. Furthermore, any money held by the Paying Agent/Registrar for the payment of the principal of and interest on the Certificates and remaining unclaimed for a period of three (3) years after the Stated Maturity, or applicable redemption date, of the Certificates such moneys were deposited and are held in trust to pay shall upon the request of the City be remitted to the City against a written receipt therefor. Notwithstanding the above and foregoing, any remittance of funds from the Paying Agent/Registrar to the City shall be subject to any applicable unclaimed property laws of the State of Texas.

SECTION 25: Ordinance a Contract - Amendments. This Ordinance shall constitute a contract with the Holders of the Certificates from time to time, be binding on the City, and shall not be amended or repealed by the City while any Certificates remain Outstanding except as permitted in this Section and in Section 41 hereof. The City, may, without the consent of or notice to any Holders, from time to time and at any time, amend this Ordinance in any manner not detrimental to the interests of the Holders of the Certificates, including the curing of any ambiguity, inconsistency, or formal defect or omission herein. In addition, the City may, with the written

consent of Holders holding a majority in aggregate principal amount of the Certificates then Outstanding, amend, add to, or rescind any of the provisions of this Ordinance; provided that, without the consent of all Holders of Outstanding Certificates, no such amendment, addition, or rescission shall (1) extend the time or times of payment of the principal of, premium, if any, and interest on the Certificates, reduce the principal amount thereof, the redemption price therefor, or the rate of interest thereon, or in any other way modify the terms of payment of the principal of, premium, if any, or interest on the Certificates, (2) give any preference to any Certificate over any other Certificate, or (3) reduce the aggregate principal amount of Certificates required to be held by Holders for consent to any such amendment, addition, or rescission.

SECTION 26: Covenants to Maintain Tax-Exempt Status.

(a) Definitions. When used in this Section, the following terms have the following meanings:

"Closing Date" means the date on which the Certificates are first authenticated and delivered to the initial purchaser against payment therefor.

"Code" means the Internal Revenue Code of 1986, as amended by all legislation, if any, effective on or before the Closing Date.

"Computation Date" has the meaning set forth in Section 1.148-1(b) of the Regulations.

"Gross Proceeds" means any proceeds as defined in Section 1.148-1(b) of the Regulations, and any replacement proceeds as defined in Section 1.148-1(c) of the Regulations, of the Certificates.

"Investment" has the meaning set forth in Section 1.148-1(b) of the Regulations.

"Nonpurpose Investment" means any investment property, as defined in section 148(b) of the Code, in which Gross Proceeds of the Certificates are invested and which is not acquired to carry out the governmental purposes of the Certificates.

"Rebate Amount" has the meaning set forth in Section 1.148-1(b) of the Regulations.

"Regulations" means any proposed, temporary, or final Income Tax Regulations issued pursuant to Sections 103 and 141 through 150 of the Code, and 103 of the Internal Revenue Code of 1954, which are applicable to the Certificates. Any reference to any specific Regulation shall also mean, as appropriate, any proposed, temporary or final Income Tax Regulation designed to supplement, amend or replace the specific Regulation referenced.

"Yield" of (1) any Investment has the meaning set forth in Section 1.148-5 of the Regulations and (2) the Certificates has the meaning set forth in Section 1.148-4 of the Regulations.

(b) Not to Cause Interest to Become Taxable. The City shall not use, permit the use of, or omit to use Gross Proceeds or any other amounts (or any property the acquisition, construction or improvement of which is to be financed directly or indirectly with Gross Proceeds) in a manner which, if made or omitted, respectively, would cause interest on (1) any Certificate issued hereunder or (2) any series of bonds or obligations issued or incurred by the Board or the Texas Water Resources Finance Authority to become includable in the gross income, as defined

in section 61 of the Code, of the owner thereof for federal income tax purposes. Without limiting the generality of the foregoing, unless and until the City receives a written opinion of counsel nationally recognized in the field of municipal bond law to the effect that failure to comply with such covenant will not adversely affect the exemption from federal income tax of the interest on any Certificate, the City shall comply with each of the specific covenants in this Section.

(c) No Private Use or Private Payments. Except as permitted by section 141 of the Code and the Regulations and rulings thereunder, the City shall at all times prior to the last Stated Maturity of Certificates:

(1) exclusively own, operate and possess all property the acquisition, construction or improvement of which is to be financed or refinanced directly or indirectly with Gross Proceeds of the Certificates, and not use or permit the use of such Gross Proceeds (including all contractual arrangements with terms different than those applicable to the general public) or any property acquired, constructed or improved with such Gross Proceeds in any activity carried on by any person or entity (including the United States or any agency, department and instrumentality thereof) other than a state or local government, unless such use is solely as a member of the general public; and

(2) not directly or indirectly impose or accept any charge or other payment by any person or entity who is treated as using Gross Proceeds of the Certificates or any property the acquisition, construction or improvement of which is to be financed or refinanced directly or indirectly with such Gross Proceeds, other than taxes of general application within the City or interest earned on investments acquired with such Gross Proceeds pending application for their intended purposes.

(d) No Private Loan. Except to the extent permitted by section 141 of the Code and the Regulations and rulings thereunder, the City shall not use Gross Proceeds of the Certificates to make or finance loans to any person or entity other than a state or local government. For purposes of the foregoing covenant, such Gross Proceeds are considered to be "loaned" to a person or entity if: (1) property acquired, constructed or improved with such Gross Proceeds is sold or leased to such person or entity in a transaction which creates a debt for federal income tax purposes; (2) capacity in or service from such property is committed to such person or entity under a take-or-pay, output or similar contract or arrangement; or (3) indirect benefits, or burdens and benefits of ownership, of such Gross Proceeds or any property acquired, constructed or improved with such Gross Proceeds are otherwise transferred in a transaction which is the economic equivalent of a loan.

(e) Not to Invest at Higher Yield. Except to the extent permitted by section 148 of the Code and the Regulations and rulings thereunder, the City shall not at any time prior to the final Stated Maturity of the Certificates directly or indirectly invest Gross Proceeds in any Investment (or use Gross Proceeds to replace money so invested), if as a result of such investment the Yield from the Closing Date of all Investments acquired with Gross Proceeds (or with money replaced thereby), whether then held or previously disposed of, exceeds the Yield of the Certificates.

(f) Not Federally Guaranteed. Except to the extent permitted by section 149(b) of the Code and the Regulations and rulings thereunder, the City shall not take or omit to take any action which would cause the Certificates to be federally guaranteed within the meaning of section 149(b) of the Code and the Regulations and rulings thereunder.

(g) Information Report. The City shall timely file the information required by section 149(e) of the Code with the Secretary of the Treasury on Form 8038-G or such other form and in such place as the Secretary may prescribe.

(h) Rebate of Arbitrage Profits. Except to the extent otherwise provided in Section 148(f) of the Code and the Regulations and rulings thereunder:

(1) The City shall account for all Gross Proceeds (including all receipts, expenditures and investments thereof) on its books of account separately and apart from all other funds (and receipts, expenditures and investments thereof) and shall retain all records of accounting for at least six years after the day on which the last outstanding Certificate is discharged. However, to the extent permitted by law, the City may commingle Gross Proceeds of the Certificates with other money of the City, provided that the City separately accounts for each receipt and expenditure of Gross Proceeds and the obligations acquired therewith.

(2) Not less frequently than each Computation Date, the City shall calculate the Rebate Amount in accordance with rules set forth in Section 148(f) of the Code and the Regulations and rulings thereunder. The City shall maintain such calculations with its official transcript of proceedings relating to the issuance of the Certificates until six years after the final Computation Date.

(3) As additional consideration for the purchase of the Certificates by the Purchaser and the loan of the money represented thereby and in order to induce such purchase by measures designed to insure the excludability of the interest thereon from the gross income of the owners thereof for federal income tax purposes, the City shall pay to the United States out of the Certificate Account or its general fund, as permitted by applicable Texas statute, regulation or opinion of the Attorney General of the State of Texas, the amount that when added to the future value of previous rebate payments made for the Certificates equals (i) in the case of a Final Computation Date as defined in Section 1.148-3(e)(2) of the Regulations, one hundred percent (100%) of the Rebate Amount on such date; and (ii) in the case of any other Computation Date, ninety percent (90%) of the Rebate Amount on such date. In all cases, the rebate payments shall be made at the times, in the installments, to the place and in the manner as is or may be required by Section 148(f) of the Code and the Regulations and rulings thereunder, and shall be accompanied by Form 8038-T or such other forms and information as is or may be required by Section 148(f) of the Code and the Regulations and rulings thereunder.

(4) The City shall exercise reasonable diligence to assure that no errors are made in the calculations and payments required by paragraphs (2) and (3), and if an error is made, to discover and promptly correct such error within a reasonable amount of time thereafter (and in all events within one hundred eighty (180) days after discovery of the error), including payment to the United States of any additional Rebate Amount owed to it, interest thereon, and any penalty imposed under Section 1.148-3(h) of the Regulations.

(i) Not to Divert Arbitrage Profits. Except to the extent permitted by Section 148 of the Code and the Regulations and rulings thereunder, the City shall not, at any time prior to the earlier of the Stated Maturity or final payment of the Certificates, enter into any transaction that reduces the amount required to be paid to the United States pursuant to subsection (h) of this

Section because such transaction results in a smaller profit or a larger loss than would have resulted if the transaction had been at arm's length and had the Yield of the Certificates not been relevant to either party.

(j) Elections. The City hereby directs and authorizes the Mayor, Mayor Pro Tem, City Manager, Finance Director and City Clerk, either or any combination of them, to make elections permitted or required pursuant to the provisions of the Code or the Regulations, as they deem necessary or appropriate in connection with the Certificates, in the Certificate as to Tax Exemption or similar or other appropriate certificate, form or document.

(k) Nonpurpose Investments. No portion of the proceeds of the Certificates will be used, directly or indirectly, to acquire or to replace funds which were used, directly or indirectly, to acquire Nonpurpose Investments which produce a yield materially higher than the yield on the Board's bonds that were issued to provide financing for the Certificates (the "Source Series Bonds"), other than Nonpurpose Investments acquired with:

(1) proceeds of the Board's Source Series Bonds invested for a reasonable temporary period of up to three (3) years (reduced by the period of investment by the Board) until such proceeds are needed for the facilities to be financed;

(2) amounts invested in a bona fide debt service fund, within the meaning of § 1.148-1(b) of the IRS Regulations; and

(3) amounts deposited in any reasonably required reserve or replacement fund to the extent such amounts do not exceed the least of maximum annual debt service on the Certificates, 125% of average annual debt service on the Certificates, or 10 percent of the stated principal amount (or, in the case of a discount, the issue price) of the Certificates.

(l) Qualified Tax Exempt Obligations. In accordance with the provisions of paragraph (3) of subsection (b) of Section 265 of the Code, the City hereby designates the Certificates to be "qualified tax exempt obligations" in that the Certificates are not "private activity bonds" as defined in the Code and the reasonably anticipated amount of "qualified tax exempt obligations" to be issued by the City (including all subordinate entities of the City) for the calendar year 2024 will not exceed \$10,000,000.

SECTION 27: Confirmation of Sale. The sale of the Certificates to the Texas Water Development Board (the "Purchasers" or the "Board") at the price of par, less a loan origination fee of \$61,143.00 pursuant to a loan commitment received from the Purchasers, is hereby confirmed and determined to be in the best interest of the City. Delivery of said Certificates shall be made to said Purchasers as soon as may be after the adoption of this Ordinance, upon payment therefor in accordance with the terms of sale.

SECTION 28: Compliance with State Revolving Loan Fund Rules. In compliance with the State Revolving Loan Fund Permanent Rules of the Board, the City agrees and covenants:

(a) to keep and maintain full and complete records and accounts pertaining to the construction of the project financed with the proceeds of sale of the Certificates, including the construction fund account created below, in accordance with the standards set forth by the Government Accounting Standards Board;

(b) to create and establish at an official depository of the City a "Special 2024 City of Jacksonville Loan Construction Fund" (the "Construction Fund") for the receipt and disbursement of all proceeds from the sale of the Certificates and all other funds acquired by the City in connection with the planning and construction of the projects financed, in whole or in part, by the Board pursuant to a loan evidenced by the Certificates and all funds deposited to the credit of the Construction Fund shall be disbursed only for the payment of costs and expenses incurred in connection with the planning and building of such projects as approved by the Board and as otherwise allowed by the rules;

(c) upon completion of the construction of the projects financed, in whole or in part, by the loan evidenced by the Certificates:

(1) to the extent there are unused funds remaining and enhancements to the projects financed are needed or desired to be paid with the proceeds of the Certificates, the City shall request such enhancements be authorized by the Executive Administrator, or

(2) if the City determines that no enhancements are needed or if no enhancements are authorized by the Executive Administrator, the City agrees to provide (i) to the Executive Administrator of the Board a complete set of as-built drawings and (ii) to the Board a final accounting of the total costs of the projects. In determining the amount of available funds for building the project, the City agrees to account for all amounts deposited to the credit of the Construction Fund, including all loan funds extended by the Board, all other funds available from the projects as described in the project engineer's or fiscal representative's sufficiency of funds statement and all interest earned by the City on money in the Construction Fund;

(d) to maintain adequate insurance coverage customarily maintained by municipal corporations on the projects financed with the proceeds of the Certificates in amounts adequate to protect the Board's interest;

(e) to implement any water conservation program required by the Board until all financial obligations to the State have been discharged;

(f) to furnish a copy of each annual audit to the Texas Water Development Board, Attention: Financial Compliance Division, not later than one (1) year following the close of the Fiscal Year;

(g) proceeds of the Certificates shall not be used by the City when sampling, testing, removing or disposing of contaminated soils and/or media at the project site. To the extent permitted by law, the City agrees to indemnify, hold harmless and protect the Board from any and all claims, causes of action or damages to the person or property of third parties arising from the sampling, analysis, transport, storage, treatment and disposition of any contaminated sewage sludge, contaminated sediments and/or contaminated media that may be generated by the City, its contractors, consultants, agents, officials and employees as a result of activities relating to the project;

(h) all laborers and mechanics employed by contractors and subcontractors for projects shall be paid wages at rates not less than prevailing on projects of a similar character in the locality in accordance with the Davis-Bacon Act, and the U.S. Department of Labor's

implementing regulations. The recipient, all contractors, and all sub-contractors shall ensure that all projects mandate compliance with Davis-Bacon. All contracts and subcontracts for the construction of the project shall include in full in any contract in excess of \$2,000 the contracts clauses as provided by the Board;

(i) all Certificate proceeds will be timely and expeditiously used, as required by federal statute and EPA regulations and the City agrees and covenants to adhere to a project schedule, accepted to the Executive Administrator, that facilitates the timely use of funds and project completion;

(j) the Board may exercise all remedies available to it in law or equity, and any provision of the Certificates that restricts or limits the Board's full exercise of these remedies shall be of no force and effect;

(k) prior to any action by the City to convey the project (including the related obligation to repay the Certificates) to another entity, the conveyance and assumption must be approved by the Board; the City notify the Board's Executive Administrator prior to taking actions to alter the City's legal status in any manner, including any transfer of substantially all of its assets to another entity;

(l) neither the City nor a related party thereto will acquire any of the Board's Source Series Bonds in an amount related to the amount of the Certificates to be acquired from the City by the Board;

(m) the City will not use any portion of the proceeds of the Certificates in a manner that would cause the Certificates to become "private activity bonds" within the meaning of Section 141 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations promulgated thereunder;

(n) to comply with all applicable requirements contained in 31 TAC, Chapter 375;

(o) the City shall provide the Board with all information required to be reported in accordance with the Federal Funding Accountability and Transparency Act of 2006, Pub. L. 109-282 (the "FFATA Act") and, pursuant to the FFATA Act, the City shall obtain a Data Universal Numbering System ("DUNS") Number and shall register the System for Award Management ("SAM"), and maintain current registration at all times while the Certificates are outstanding;

(p) the City will not use proceeds of the Certificates or the proceeds of any prior bonds to pay debt service on another issue more than 90 days after the date of issue of the Certificates in contravention of the requirements of section 149(d) of the Code (relating to advance refundings);

(q) the City will abide by all applicable construction contract requirements related to the use of iron and steel products produced in the United States, as required by the 31 TAC § 371.4 and related State Revolving Fund Policy Guidelines;

(r) the City will comply with the requirement to use any proceeds from the Certificates that are determined to be surplus funds in a manner approved by the Executive Administrator. Surplus funds are funds remaining after completion of the project and completion of a final accounting.

(s) the proceeds of the Certificates shall be held in a designated state depository institution or other properly chartered and authorized institution in accordance with the Public Funds Investment Act, Government Code, Chapter 2256, and the Public Funds Collateral Act, Government Code, Chapter 2257;

(t) the City will comply with the requirements set forth in 33 U.S.C. § 1382 *et seq.* related to maintaining project accounts containing financial assistance for planning, design, acquisition, or construction, as applicable, in accordance with generally accepted accounting principles (GAAP)

(u) the City will comply with all applicable federal laws and TWDB laws and rules related to the use of the financial assistance;

(v) the City will comply with all conditions as specified in the final environmental finding of the Executive Administrator including the standard emergency discovery conditions for threatened and endangered species and cultural resources; and

(w) the City shall abide by the prohibition on certain telecommunications and video surveillance services or equipment as required by 2 CFR § 200.216.

SECTION 29: Proceeds of Sale. (a) Immediately following the delivery of the Certificates to the initial purchaser, the proceeds of sale (less amounts to pay costs of issuance) shall be deposited in an account to be maintained at BOKF, NA, Dallas, Texas (the "Escrow Agent") and held in escrow pending written authorization to release said moneys. An "Escrow Agreement" by and between the City and the Escrow Agent providing for the deposit, safekeeping and administration of such funds pending their release from escrow is attached hereto as **Exhibit B** and incorporated herein by reference as a part of this Ordinance for all purposes, and such Escrow Agreement is hereby approved as to form and content. The Mayor and Mayor Pro Tem and City Clerk of the City are hereby authorized and directed to execute such Agreement for and on behalf of the City and as the act and deed of the City Council.

Upon the release of funds from such escrow account maintained pursuant to the "Escrow Agreement", the released amount shall be deposited to the credit of the Construction Fund. Pending expenditure for authorized projects and purposes, the amounts deposited to the credit of the Construction Fund may be invested in accordance with laws of the State and investment policies and guidelines of the City for such type funds, and any investment earnings realized may be expended for such authorized projects and purposes or deposited in the Certificate Fund as shall be determined by the City Council. All surplus proceeds of sale of the Certificates, including investment earnings, remaining in the Construction Fund after completion of all authorized projects or purposes and after satisfying the requirements of Section 25 hereof shall be deposited to the credit of the Certificate Fund.

(b) As provided in the Escrow Agreement, the proceeds of sale of the Certificates are held in escrow shall only be invested in investments that are authorized by the Public Funds Investment Act, Chapter 2256, TEX. GOV'T CODE ANN., as amended.

(c) As provided in the Escrow Agreement, the proceeds of sale of the Certificates held in escrow pursuant to the Escrow Agreement and any accrued interest in excess of the amounts insured by the FDIC and remaining uninvested under the terms of the Escrow Agreement shall be continuously secured by a valid pledge of direct obligations of the United States of America or

other collateral meeting the requirements of the Public Funds Collateral Act, Texas Government Code, as amended.

SECTION 30: Control and Custody of Certificates. The Mayor of the City shall be and is hereby authorized to take and have charge of all necessary orders and records pending investigation by the Attorney General of the State of Texas, including the printing and supply of definitive Certificates, and shall take and have charge and control of the Initial Certificate(s) pending the approval thereof by the Attorney General, the registration thereof by the Comptroller of Public Accounts and the delivery thereof to the Purchasers.

SECTION 31: Notices to Holders - Waiver. Wherever this Ordinance provides for notice to Holders of any event, such notice shall be sufficiently given (unless otherwise herein expressly provided) if in writing and sent by United States Mail, first class postage prepaid, to the address of each Holder as it appears in the Security Register.

In any case where notice to Holders is given by mail, neither the failure to mail such notice to any particular Holders, nor any defect in any notice so mailed, shall affect the sufficiency of such notice with respect to all other Certificates. Where this Ordinance provides for notice in any manner, such notice may be waived in writing by the Holder entitled to receive such notice, either before or after the event with respect to which such notice is given, and such waiver shall be the equivalent of such notice. Waivers of notice by Holders shall be filed with the Paying Agent/Registrar, but such filing shall not be a condition precedent to the validity of any action taken in reliance upon such waiver.

SECTION 32: Cancellation. All Certificates surrendered for payment, redemption, transfer, exchange, or replacement, if surrendered to the Paying Agent/Registrar, shall be promptly cancelled by it and, if surrendered to the City, shall be delivered to the Paying Agent/Registrar and, if not already cancelled, shall be promptly cancelled by the Paying Agent/Registrar. The City may at any time deliver to the Paying Agent/Registrar for cancellation any Certificates previously certified or registered and delivered which the City may have acquired in any manner whatsoever, and all Certificates so delivered shall be promptly cancelled by the Paying Agent/Registrar. All cancelled Certificates held by the Paying Agent/Registrar shall be returned to the City.

SECTION 33: Bond Counsel's Opinion. The Purchasers' obligation to accept delivery of the Certificates is subject to being furnished a final opinion of Norton Rose Fulbright US LLP, Dallas, Texas ("Bond Counsel"), approving the Certificates as to their validity, said opinion to be dated and delivered as of the date of delivery and payment for the Certificates. An executed counterpart of said opinion shall accompany the global certificates deposited with DTC. The prior engagement of such firm as Bond Counsel by the City is hereby ratified, confirmed and approved. In addition, the governing body of the City authorizes the Mayor and/or the City Manager to sign a supplement, modification and/or extension to the existing engagement with such firm in connection with the issuance of the Certificates.

SECTION 34: CUSIP Numbers. CUSIP numbers may be printed or typed on the definitive Certificates. It is expressly provided, however, that the presence or absence of CUSIP numbers on the definitive Certificates shall be of no significance or effect as regards the legality thereof and neither the City nor attorneys approving the Certificates as to legality are to be held responsible for CUSIP numbers incorrectly printed or typed on the definitive Certificates.

SECTION 35: Benefits of Ordinance. Nothing in this Ordinance, expressed or implied, is intended or shall be construed to confer upon any person other than the City, the Paying Agent/Registrar and the Holders, any right, remedy, or claim, legal or equitable, under or by reason of this Ordinance or any provision hereof, and this Ordinance and all its provisions is intended to be and shall be for the sole and exclusive benefit of the City, the Paying Agent/Registrar and the Holders.

SECTION 36: Inconsistent Provisions. Except as provided in Section 19 hereof, all ordinances, orders or resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Ordinance are hereby repealed to the extent of such conflict, and the provisions of this Ordinance shall be and remain controlling as to the matters contained herein.

SECTION 37: Governing Law. This Ordinance shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

SECTION 38: Effect of Headings. The Section headings herein are for convenience of reference only and shall not affect the construction hereof.

SECTION 39: Construction of Terms. If appropriate in the context of this Ordinance, words of the singular number shall be considered to include the plural, words of the plural number shall be considered to include the singular, and words of the masculine, feminine or neuter gender shall be considered to include the other genders.

SECTION 40: Severability. If any provision of this Ordinance or the application thereof to any circumstance shall be held to be invalid, the remainder of this Ordinance and the application thereof to other circumstances shall nevertheless be valid, and the City Council hereby declares that this Ordinance would have been enacted without such invalid provision.

SECTION 41: Continuing Disclosure Undertaking.

(a) *Definitions*. As used in this Section, the following terms have the meanings ascribed to such terms below:

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

"MSRB" means the Municipal Securities Rulemaking Board.

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

"SEC" means the United States Securities and Exchange Commission.

(b) *Annual Reports*. The City shall provide annually to the MSRB (1) within six months after the end of each fiscal year, beginning in or after 2024, financial information and operating data with respect to the City of the general type described in **Exhibit C** hereto, and (2) if not provided as part of such financial information and operating data, audited financial statements of the City, when and if available. Any financial statements so provided shall be prepared in accordance with the accounting principles described in **Exhibit C** hereto, or such other accounting

principles as the City may be required to employ from time to time pursuant to state law or regulation, and audited, if the City commissions an audit of such statements and the audit is completed within the period during which they must be provided.

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

The financial information and operating data to be provided pursuant to this Section may be set forth in full in one or more documents or may be included by specific reference to any document available to the public on the MSRB's Internet Web site or filed with the SEC.

(c) *Notice of Certain Events.* The City shall provide notice of any of the following events with respect to the Certificates to the MSRB in a timely manner and not more than 10 business days after occurrence of the event:

1. Principal and interest payment delinquencies;
2. Non-payment related defaults, if material;
3. Unscheduled draws on debt service reserves reflecting financial difficulties;
4. Unscheduled draws on credit enhancements reflecting financial difficulties;
5. Substitution of credit or liquidity providers, or their failure to perform;
6. Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB), or other material notices or determinations with respect to the tax status of the Certificates, or other material events affecting the tax status of the Certificates;
7. Modifications to rights of holders of the Certificates, if material;
8. Certificate calls, if material, and tender offers;
9. Defeasances;
10. Release, substitution, or sale of property securing repayment of the Certificates, if material;
11. Rating changes;
12. Bankruptcy, insolvency, receivership, or similar event of the City, which shall occur as described below;
13. The consummation of a merger, consolidation, or acquisition involving the City or the sale of all or substantially all of its assets, other than in the ordinary course of business, the entry into of a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;
14. Appointment of a successor or additional trustee or the change of name of a trustee, if material;
15. Incurrence of a Financial Obligation of the City, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the City, any of which affect security holders, if material; and
16. Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the City, any of which reflect financial difficulties.

For these purposes, (a) any event described in the immediately preceding subsection (c)12 is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent, or similar officer for the City in a proceeding under the United States Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the City, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement, or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the City and (b) the City intends the words used in the immediately preceding subsections (c)15 and (c)16 and the definition of Financial Obligation in this Section to have the meanings ascribed to them in SEC Release No. 34-83885, dated August 20, 2018.

The City shall notify the MSRB, in a timely manner, of any failure by the City to provide financial information or operating data in accordance with subsection (b) of this Section by the time required by such Section.

(d) *Filings with the MSRB.* All financial information, operating data, financial statements, notices and other documents provided to the MSRB in accordance with this Section shall be provided in an electronic format prescribed by the MSRB and shall be accompanied by identifying information as prescribed by the MSRB.

(e) *Limitations, Disclaimers, and Amendments.* The City shall be obligated to observe and perform the covenants specified in this Section while, but only while, the City remains an "obligated person" with respect to the Certificates within the meaning of the Rule, except that the City in any event will give the notice required by subsection (c) hereof of any Certificate calls and defeasance that cause the City to be no longer such an "obligated person."

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

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

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

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

Notwithstanding anything herein to the contrary, the provisions of this Section may be amended by the City from time to time to adapt to changed circumstances resulting from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the City, but only if (1) the provisions of this Section, as so amended, would have permitted an underwriter to purchase or sell Certificates in the primary offering of the Certificates in compliance with the Rule, taking into account any amendments or interpretations of the Rule to the date of such amendment, as well as such changed circumstances, and (2) either (a) the Holders of a majority in aggregate principal amount (or any greater amount required by any other provision of this Ordinance that authorizes such an amendment) of the Outstanding Certificates consent to such amendment or (b) a person that is unaffiliated with the City (such as nationally recognized bond counsel) determines that such amendment will not materially impair the interests of the Holders and beneficial owners of the Certificates. The provisions of this Section may also be amended from time to time or repealed by the City if the SEC amends or repeals the applicable provisions of the Rule or a court of final jurisdiction determines that such provisions are invalid, but only if and to the extent that reservation of the City's right to do so would not prevent underwriters of the initial public offering of the Certificates from lawfully purchasing or selling Certificates in such offering. If the City so amends the provisions of this Section, it shall include with any amended financial information or operating data next provided pursuant to subsection (b) hereof an explanation, in narrative form, of the reasons for the amendment and of the impact of any change in the type of financial information or operating data so provided.

SECTION 42: Further Procedures. The Mayor, Mayor Pro Tem, City Manager, Finance Director and City Clerk of the City and all other officers, employees and agents of the City, and each of them, shall be and they are hereby expressly authorized, empowered and directed from time to time and at any time to do and perform all such acts and things and to execute, acknowledge and deliver in the name and under the seal of the City and on behalf of the City all agreements, instruments, or such other documents, whether mentioned herein or not, as may be necessary or desirable in order to carry out the terms and provisions of this Ordinance, the initial sale and delivery of the Certificates, and the Paying Agent/Registrar Agreement. In addition, prior to the initial delivery of the Certificates, the Mayor, Mayor Pro Tem, City Manager, Finance Director and City Clerk, of the City and its Bond Counsel are hereby authorized and directed to approve any technical changes or corrections to this Ordinance or to any of the instruments authorized and approved by this Ordinance: (i) in order to cure any technical ambiguity, formal defect, or omission in the Ordinance or such other document; or (ii) as requested by the Attorney General or his representative to obtain the approval of the Certificates by the Attorney General and if such officer or counsel determines that such ministerial changes are consistent with the intent and purpose of the Ordinance, which determination shall be final. In the event that any officer of the City whose signature shall appear on any document shall cease to be such officer before the delivery of such document, such signature nevertheless shall be valid and sufficient for all purposes the same as if such officer had remained in office until such delivery.

SECTION 43: Incorporation of Findings and Determinations. The findings and determinations of the City Council contained in the preamble of this Ordinance are hereby incorporated by reference and made a part of this Ordinance for all purposes as if the same were related in full in this Section.

SECTION 44: Public Meeting. It is officially found, determined, and declared that the meeting at which this Ordinance is adopted was open to the public and public notice of the time,

place, and subject matter of the public business to be considered at such meeting, including this Ordinance, was given, all as required by Texas Government Code, Chapter 551, as amended.

SECTION 45: Effective Date. This Ordinance shall take effect and be in full force immediately from and after its adoption on the date hereof in accordance with the provisions of Texas Government Code, Section 1201.028, as amended.

[remainder of page left blank intentionally]

PASSED AND ADOPTED, this November 12, 2024.

CITY OF JACKSONVILLE, TEXAS

Mayor

ATTEST:

City Clerk

(City Seal)

Exhibit A

PAYING AGENT/REGISTRAR AGREEMENT

PAYING AGENT/REGISTRAR AGREEMENT

THIS AGREEMENT is entered into as of November 12, 2024 (this "Agreement"), by and between BOKF, NA, Dallas, Texas, a banking association duly organized and existing under the laws of the United States of America, or its successors (the "Bank") and the City of Jacksonville, Texas (the "Issuer"),

RECITALS

WHEREAS, the Issuer has duly authorized and provided for the issuance of its \$3,555,000 "City of Jacksonville, Texas, Combination Tax and Surplus Water and Sewer System Revenue Certificates of Obligation, Series 2024B" (the "Securities"), dated November 1, 2024, such Securities scheduled to be delivered to the initial purchasers thereof on or about December 19, 2024; and

WHEREAS, the Issuer has selected the Bank to serve as Paying Agent/Registrar in connection with the payment of the principal of, premium, if any, and interest on said Securities and with respect to the registration, transfer and exchange thereof by the registered owners thereof; and

WHEREAS, the Bank has agreed to serve in such capacities for and on behalf of the Issuer and has full power and authority to perform and serve as Paying Agent/Registrar for the Securities;

NOW, THEREFORE, it is mutually agreed as follows:

ARTICLE ONE APPOINTMENT OF BANK AS PAYING AGENT AND REGISTRAR

Section 1.01 Appointment. The Issuer hereby appoints the Bank to serve as Paying Agent with respect to the Securities, and, as Paying Agent for the Securities, the Bank shall be responsible for paying on behalf of the Issuer the principal, premium (if any), and interest on the Securities as the same become due and payable to the registered owners thereof; all in accordance with this Agreement and the "Authorizing Document" (hereinafter defined). The Issuer hereby appoints the Bank as Registrar with respect to the Securities and, as Registrar for the Securities, the Bank shall keep and maintain for and on behalf of the Issuer books and records as to the ownership of said Securities and with respect to the transfer and exchange thereof as provided herein and in the Authorizing Document.

The Bank hereby accepts its appointment and agrees to serve as the Paying Agent and Registrar for the Securities.

Section 1.02 Compensation. As compensation for the Bank's services as Paying Agent/Registrar, the Issuer hereby agrees to pay the Bank the fees and amounts set forth in **Annex A** attached hereto; provided however, notwithstanding anything herein or in Annex A to the contrary, the aggregate value of this agreement shall be less than the dollar limitation set forth in Sections 2271.002(a)(2), 2274.002(a)(2) and 2276.002(a)(2) of the Texas Government Code, as amended.

In addition, the Issuer agrees to reimburse the Bank upon its request for all reasonable expenses, disbursements and advances incurred or made by the Bank in accordance with any of the provisions hereof (including the reasonable compensation and the expenses and disbursements of its agents and counsel).

ARTICLE TWO DEFINITIONS

Section 2.01 Definitions. For all purposes of this Agreement, except as otherwise expressly provided or unless the context otherwise requires:

“Acceleration Date” on any Security means the date, if any, on and after which the principal or any or all installments of interest, or both, are due and payable on any Security which has become accelerated pursuant to the terms of the Security.

“Authorizing Document” means the resolution, order, or ordinance of the governing body of the Issuer pursuant to which the Securities are issued, as the same may be amended or modified, including any pricing certificate related thereto, certified by the secretary or any other officer of the Issuer and delivered to the Bank.

“Bank Office” means the designated office of the Bank at the address shown in Section 3.01 hereof. The Bank will notify the Issuer in writing of any change in location of the Bank Office.

“Holder” and “Security Holder” each means the Person in whose name a Security is registered in the Security Register.

“Person” means any individual, corporation, partnership, joint venture, association, joint stock company, trust, unincorporated organization or government or any agency or political subdivision of a government.

“Predecessor Securities” of any particular Security means every previous Security evidencing all or a portion of the same obligation as that evidenced by such particular Security (and, for the purposes of this definition, any mutilated, lost, destroyed, or stolen Security for which a replacement Security has been registered and delivered in lieu thereof pursuant to Section 4.06 hereof and the Authorizing Document).

“Redemption Date”, when used with respect to any Security to be redeemed, means the date fixed for such redemption pursuant to the terms of the Authorizing Document.

“Responsible Officer”, when used with respect to the Bank, means the Chairman or Vice-Chairman of the Board of Directors, the Chairman or Vice-Chairman of the Executive Committee of the Board of Directors, the President, any Vice President, the Secretary, any Assistant Secretary, the Treasurer, any Assistant Treasurer, the Cashier, any Assistant Cashier, any Trust Officer or Assistant Trust Officer, or any other officer of the Bank customarily

performing functions similar to those performed by any of the above designated officers and also means, with respect to a particular corporate trust matter, any other officer to whom such matter is referred because of his knowledge of and familiarity with the particular subject.

"Security Register" means a register maintained by the Bank on behalf of the Issuer providing for the registration and transfers of Securities.

"Stated Maturity" means the date specified in the Authorizing Document the principal of a Security is scheduled to be due and payable.

Section 2.02 Other Definitions. The terms "Bank", "Issuer", and "Securities (Security)" have the meanings assigned to them in the recital paragraphs of this Agreement.

The term "Paying Agent/Registrar" refers to the Bank in the performance of the duties and functions of this Agreement.

ARTICLE THREE PAYING AGENT

Section 3.01 Duties of Paying Agent. As Paying Agent, the Bank shall pay, provided adequate collected funds have been provided to it for such purpose by or on behalf of the Issuer, on behalf of the Issuer the principal of each Security at its Stated Maturity, Redemption Date or Acceleration Date, to the Holder upon surrender of the Security to the Bank at the following address:

BOKF, NA
Corporate Trust Services
2405 Grand Blvd., Suite 840
Kansas City, MO 64108

As Paying Agent, the Bank shall, provided adequate collected funds have been provided to it for such purpose by or on behalf of the Issuer, pay on behalf of the Issuer the interest on each Security when due, by computing the amount of interest to be paid each Holder and making payment thereof to the Holders of the Securities (or their Predecessor Securities) on the Record Date (as defined in the Authorizing Document). All payments of principal and/or interest on the Securities to the registered owners shall be accomplished (1) by the issuance of checks, payable to the registered owners, drawn on the paying agent account provided in Section 5.05 hereof, sent by United States mail, first class postage prepaid, to the address appearing on the Security Register or (2) by such other method, acceptable to the Bank, requested in writing by the Holder at the Holder's risk and expense.

Section 3.02 Payment Dates. The Issuer hereby instructs the Bank to pay the principal of and interest on the Securities on the dates specified in the Authorizing Document.

ARTICLE FOUR REGISTRAR

Section 4.01 Security Register - Transfers and Exchanges. The Bank agrees to keep and maintain for and on behalf of the Issuer at the Bank Office books and records (herein sometimes referred to as the "Security Register") for recording the names and addresses of the Holders of the Securities, the transfer, exchange and replacement of the Securities and the

payment of the principal of and interest on the Securities to the Holders and containing such other information as may be reasonably required by the Issuer and subject to such reasonable regulations as the Issuer and the Bank may prescribe. All transfers, exchanges and replacements of Securities shall be noted in the Security Register.

Every Security surrendered for transfer or exchange shall be duly endorsed or be accompanied by a written instrument of transfer, the signature on which has been guaranteed by an officer of a federal or state bank or a member of the Financial Industry Regulatory Authority, such written instrument to be in a form satisfactory to the Bank and duly executed by the Holder thereof or his agent duly authorized in writing.

The Bank may request any supporting documentation it feels necessary to effect a re-registration, transfer or exchange of the Securities.

To the extent possible and under reasonable circumstances, the Bank agrees that, in relation to an exchange or transfer of Securities, the exchange or transfer by the Holders thereof will be completed and new Securities delivered to the Holder or the assignee of the Holder in not more than three (3) business days after the receipt of the Securities to be cancelled in an exchange or transfer and the written instrument of transfer or request for exchange duly executed by the Holder, or his duly authorized agent, in form and manner satisfactory to the Paying Agent/Registrar.

Section 4.02 Certificates. The Issuer shall provide additional Securities when needed to facilitate transfers or exchanges thereof. The Bank covenants that such additional Securities, if and when provided, will be kept in safekeeping pending their use and reasonable care will be exercised by the Bank in maintaining such Securities in safekeeping, which shall be not less than the care maintained by the Bank for debt securities of other governments or corporations for which it serves as registrar, or that is maintained for its own securities.

Section 4.03 Form of Security Register. The Bank, as Registrar, will maintain the Security Register relating to the registration, payment, transfer and exchange of the Securities in accordance with the Bank's general practices and procedures in effect from time to time. The Bank shall not be obligated to maintain such Security Register in any form other than those which the Bank has currently available and currently utilizes at the time.

The Security Register may be maintained in written form or in any other form capable of being converted into written form within a reasonable time.

Section 4.04 List of Security Holders. The Bank will provide the Issuer at any time requested by the Issuer, upon payment of the required fee, a copy of the information contained in the Security Register. The Issuer may also inspect the information contained in the Security Register at any time the Bank is customarily open for business, provided that reasonable time is allowed the Bank to provide an up-to-date listing or to convert the information into written form.

The Bank will not release or disclose the contents of the Security Register to any person other than to, or at the written request of, an authorized officer or employee of the Issuer, except upon receipt of a court order or as otherwise required by law. Upon receipt of a court order and prior to the release or disclosure of the contents of the Security Register, the Bank will notify the Issuer so that the Issuer may contest the court order or such release or disclosure of the contents of the Security Register.

Section 4.05 Return of Canceled Certificates. The Bank will, at such reasonable intervals as it determines, surrender to the Issuer, all Securities in lieu of which or in exchange for which other Securities have been issued, or which have been paid.

Section 4.06 Mutilated, Destroyed, Lost, or Stolen Securities. The Issuer hereby instructs the Bank, subject to the provisions of the Authorizing Document, to deliver and issue Securities in exchange for or in lieu of mutilated, destroyed, lost, or stolen Securities as long as the same does not result in an overissuance.

In case any Security shall be mutilated, destroyed, lost or stolen, the Bank may execute and deliver a replacement Security of like form and tenor, and in the same denomination and bearing a number not contemporaneously outstanding, in exchange and substitution for such mutilated Security, or in lieu of and in substitution for such mutilated, destroyed, lost or stolen Security, only upon the approval of the Issuer and after (i) the filing by the Holder thereof with the Bank of evidence satisfactory to the Bank of the destruction, loss or theft of such Security, and of the authenticity of the ownership thereof and (ii) the furnishing to the Bank of indemnification in an amount satisfactory to hold the Issuer and the Bank harmless. All expenses and charges associated with such indemnity and with the preparation, execution and delivery of a replacement Security shall be borne by the Holder of the Security mutilated, destroyed, lost or stolen.

Section 4.07 Transaction Information to Issuer. The Bank will, within a reasonable time after receipt of written request from the Issuer, furnish the Issuer information as to the Securities it has paid pursuant to Section 3.01, Securities it has delivered upon the transfer or exchange of any Securities pursuant to Section 4.01, and Securities it has delivered in exchange for or in lieu of mutilated, destroyed, lost, or stolen Securities pursuant to Section 4.06.

ARTICLE FIVE THE BANK

Section 5.01 Duties of Bank. The Bank undertakes to perform the duties set forth herein and agrees to use reasonable care in the performance thereof.

Section 5.02 Reliance upon Documents, Etc.

(a) The Bank may conclusively rely, as to the truth of the statements and correctness of the opinions expressed therein, on certificates or opinions furnished to the Bank.

(b) The Bank shall not be liable for any error of judgment made in good faith by a Responsible Officer, unless it shall be proved that the Bank was negligent in ascertaining the pertinent facts.

(c) No provisions of this Agreement shall require the Bank to expend or risk its own funds or otherwise incur any financial liability for performance of any of its duties hereunder, or in the exercise of any of its rights or powers, if it shall have reasonable grounds for believing that repayment of such funds or adequate indemnity satisfactory to it against such risks or liability is not assured to it.

(d) The Bank may rely and shall be protected in acting or refraining from acting upon any resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, bond, note, security or other paper or document believed by it to be genuine and

to have been signed or presented by the proper party or parties. Without limiting the generality of the foregoing statement, the Bank need not examine the ownership of any Securities, but is protected in acting upon receipt of Securities containing an endorsement or instruction of transfer or power of transfer which appears on its face to be signed by the Holder or an agent of the Holder. The Bank shall not be bound to make any investigation into the facts or matters stated in a resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, bond, note, security or other paper or document supplied by the Issuer.

(e) The Bank may consult with counsel, and the written advice of such counsel or any opinion of counsel shall be full and complete authorization and protection with respect to any action taken, suffered, or omitted by it hereunder in good faith and in reliance thereon.

(f) The Bank may exercise any of the powers hereunder and perform any duties hereunder either directly or by or through agents or attorneys of the Bank.

(g) The Bank is also authorized to transfer funds relating to the closing and initial delivery of the Securities in the manner disclosed in the closing memorandum or letter as prepared by the Issuer, Issuer's financial advisor or other agent. The Bank may act on a facsimile or e-mail transmission of the closing memorandum or letter acknowledged by the Issuer, the Issuer's financial advisor or other agent as the final closing memorandum or letter. The Bank shall not be liable for any losses, costs or expenses arising directly or indirectly from the Bank's reliance upon and compliance with such instructions.

Section 5.03 Recitals of Issuer. The recitals contained herein with respect to the Issuer and in the Securities shall be taken as the statements of the Issuer, and the Bank assumes no responsibility for their correctness.

The Bank shall in no event be liable to the Issuer, any Holder or Holders of any Security, or any other Person for any amount due on any Security from its own funds.

Section 5.04 May Hold Securities. The Bank, in its individual or any other capacity, may become the owner or pledgee of Securities and may otherwise deal with the Issuer with the same rights it would have if it were not the Paying Agent/Registrar, or any other agent.

Section 5.05 Moneys Held by Bank - Paying Agent Account/Collateralization. A paying agent account shall at all times be kept and maintained by the Bank for the receipt, safekeeping, and disbursement of moneys received from the Issuer under this Agreement for the payment of the Securities, and money deposited to the credit of such account until paid to the Holders of the Securities shall be continuously collateralized by securities or obligations which qualify and are eligible under both the laws of the State of Texas and the laws of the United States of America to secure and be pledged as collateral for paying agent accounts to the extent such money is not insured by the Federal Deposit Insurance Corporation. Payments made from such paying agent account shall be made by check drawn on such account unless the owner of the Securities shall, at its own expense and risk, request an alternative method of payment.

Subject to the applicable unclaimed property laws of the State of Texas, any money deposited with the Bank for the payment of the principal of, premium (if any), or interest on any Security and remaining unclaimed for three years after final maturity of the Security has become due and payable will be held by the Bank and disposed of only in accordance with Title 6 of the Texas Property Code, as amended. The Bank shall have no liability by virtue of actions taken in compliance with this provision.

The Bank is not obligated to pay interest on any money received by it under this Agreement.

This Agreement relates solely to money deposited for the purposes described herein, and the parties agree that the Bank may serve as depository for other funds of the Issuer, act as trustee under indentures authorizing other bond transactions of the Issuer, or act in any other capacity not in conflict with its duties hereunder.

Section 5.06 Indemnification. To the extent permitted by law, the Issuer agrees to indemnify the Bank for, and hold it harmless against, any loss, liability, or expense incurred without negligence or bad faith on its part, arising out of or in connection with its acceptance or administration of its duties hereunder, including the cost and expense against any claim or liability in connection with the exercise or performance of any of its powers or duties under this Agreement.

Section 5.07 Interpleader. The Issuer and the Bank agree that the Bank may seek adjudication of any adverse claim, demand, or controversy over its person as well as funds on deposit, in either a Federal or State District Court located in the state and county where the administrative office of the Issuer is located, and agree that service of process by certified or registered mail, return receipt requested, to the address referred to in Section 6.03 of this Agreement shall constitute adequate service. The Issuer and the Bank further agree that the Bank has the right to file a Bill of Interpleader in any court of competent jurisdiction in the State of Texas to determine the rights of any Person claiming any interest herein.

Section 5.08 DTC Services. It is hereby represented and warranted that, in the event the Securities are otherwise qualified and accepted for "Depository Trust Company" services or equivalent depository trust services by other organizations, the Bank has the capability and, to the extent within its control, will comply with the "Operational Arrangements", which establishes requirements for securities to be eligible for such type depository trust services, including, but not limited to, requirements for the timeliness of payments and funds availability, transfer turnaround time, and notification of redemptions and calls

ARTICLE SIX MISCELLANEOUS PROVISIONS

Section 6.01 Amendment. This Agreement may be amended only by an agreement in writing signed by both of the parties hereto.

Section 6.02 Assignment. This Agreement may not be assigned by either party without the prior written consent of the other.

Section 6.03 Notices. Any request, demand, authorization, direction, notice, consent, waiver, or other document provided or permitted hereby to be given or furnished to the Issuer or the Bank shall be mailed or delivered to the Issuer or the Bank, respectively, at the addresses shown on the signature page(s) hereof.

Section 6.04 Effect of Headings. The Article and Section headings herein are for convenience of reference only and shall not affect the construction hereof.

Section 6.05 Successors and Assigns. All covenants and agreements herein by the Issuer shall bind its successors and assigns, whether so expressed or not.

Section 6.06 Severability. In case any provision herein shall be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

Section 6.07 Merger, Conversion, Consolidation, or Succession. Any corporation or association into which the Bank may be merged or converted or with which it may be consolidated, or any corporation or association resulting from any merger, conversion, or consolidation to which the Bank shall be a party, or any corporation or association succeeding to all or substantially all of the corporate trust business of the Bank shall be the successor of the Bank as Paying Agent under this Agreement without the execution or filing of any paper or any further act on the part of either parties hereto.

Section 6.08 Benefits of Agreement. Nothing herein, express or implied, shall give to any Person, other than the parties hereto and their successors hereunder, any benefit or any legal or equitable right, remedy, or claim hereunder.

Section 6.09 Entire Agreement. This Agreement and the Authorizing Document constitute the entire agreement between the parties hereto relative to the Bank acting as Paying Agent/Registrar and if any conflict exists between this Agreement and the Authorizing Document, the Authorizing Document shall govern.

Section 6.10 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which shall constitute one and the same Agreement.

Section 6.11 Termination. This Agreement will terminate (i) on the date of final payment of the principal of and interest on the Securities to the Holders thereof or (ii) may be earlier terminated by either party upon sixty (60) days written notice; provided, however, an early termination of this Agreement by either party shall not be effective until (a) a successor Paying Agent/Registrar has been appointed by the Issuer and such appointment accepted and (b) notice has been given to the Holders of the Securities of the appointment of a successor Paying Agent/Registrar. However, if the Issuer fails to appoint a successor Paying Agent/Registrar within a reasonable time, the Bank may petition a court of competent jurisdiction within the State of Texas to appoint a successor. Furthermore, the Bank and the Issuer mutually agree that the effective date of an early termination of this Agreement shall not occur at any time which would disrupt, delay or otherwise adversely affect the payment of the Securities.

Upon an early termination of this Agreement, the Bank agrees to promptly transfer and deliver the Security Register (or a copy thereof), together with the other pertinent books and records relating to the Securities, to the successor Paying Agent/Registrar designated and appointed by the Issuer.

The provisions of Section 1.02 and of Article Five shall survive and remain in full force and effect following the termination of this Agreement.

Section 6.12 Iran, Sudan or Foreign Terrorists Organizations. The Bank represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of

Public Accounts under Section 2252.153 or Section 2270.0201, Government Code. The foregoing representation excludes the Bank and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization. The Bank understands “affiliate” to mean any entity that controls, is controlled by, or is under common control with the Bank within the meaning of SEC Rule 405, 17 C.F.R. § 230.405, and exists to make a profit.

Notwithstanding anything contained herein, the representation contained in this Section shall survive termination of this Agreement until the statute of limitations has run.

Section 6.13 Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Texas.

[The remainder of this page intentionally left blank.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

BOKF, NA, Dallas, Texas

By: _____

Title: _____

Address: 5956 Sherry Lane, Suite 900
Dallas, Texas 75225

CITY OF JACKSONVILLE, TEXAS

By: _____
Mayor

Address: 315 S. Ragsdale Street
Jacksonville, Texas 75766

ATTEST:

City Clerk

ANNEX A

Exhibit B
ESCROW AGREEMENT

ESCROW AGREEMENT

THIS ESCROW AGREEMENT, dated as of November 12, 2024, made by and between the City of Jacksonville, Texas, a political subdivision of the State of Texas in Cherokee County (the "*City*"), and BOKF, NA, Dallas, Texas, a banking association duly organized and existing under the laws of the United States of America, or its successors (the "*Bank*"), as Escrow Agent (the "*Escrow Agent*") together with any successor in such capacity:

W I T N E S S E T H:

WHEREAS, pursuant to an ordinance (the "*Ordinance*") finally adopted on November 12, 2024, the City authorized the issuance of \$3,555,000 "City of Jacksonville, Texas, Combination Tax and Surplus Water and Sewer System Revenue Certificates of Obligation, Series 2024B" (the "*Obligations*") for the purpose of paying contractual obligations of the City to be incurred for making permanent public improvements and for other public purposes, to-wit (i) constructing, acquiring, purchasing, renovating, equipping, enlarging, and improving the City's Sewer System, including the planning, acquisition, design and construction of improvements to the City's Double Creek Wastewater Treatment Plant and an equalization basin, (ii) the purchase of materials, supplies, equipment, land, and rights-of-way for authorized needs and purposes relating to the City's Sewer System improvements, and (iii) the payment of professional services relating to the design, construction, project management, and financing of the aforementioned capital improvements (the "*Project*"); and

WHEREAS, such Ordinance also confirmed the sale of the Obligations to the Texas Water Development Board (the "*TWDB*"); and

WHEREAS, the Escrow Agent is a bank located in the State of Texas that is an insured depository institution with the Federal Deposit Insurance Corporation (the "*FDIC*") that has been designated a state depository institution by the Texas Office of the Comptroller and is otherwise qualified and empowered to enter into this Escrow Agreement, and hereby acknowledges its acceptance of the terms and provisions hereof; and

WHEREAS, a condition of the Obligations is the deposit of the proceeds of the Obligations (the "*Proceeds*") in escrow subject to being withdrawn only with the approval of the Executive Administrator or another designated representative; provided, however, the Proceeds can be transferred to different investments so long as all parties hereto consent to such transfer;

NOW, THEREFORE, in consideration of the mutual agreements herein contained and in consideration of the amount to be paid by the City to the Escrow Agent, as set forth on Exhibit A, the receipt of which is hereby acknowledged, and in order to secure the delivery of the Obligations, the parties hereto mutually undertake, promise and agree for themselves, their respective representatives and successors, as follows

SECTION 1: ESCROW ACCOUNT. Upon the delivery of the Obligations described above, the Proceeds identified under TWDB Commitment No. L1001883 shall be deposited to the credit of a special escrow account(s) or escrow subaccount(s) (the "*Escrow Account*") maintained at the Escrow Agent on behalf of the City and the TWDB and shall not be commingled with any other accounts or with any other proceeds or funds. The Proceeds received by the Escrow Agent under this Agreement shall not be considered as a banking deposit by the City, and the Escrow Agent shall have no right to title with respect thereto except as Escrow Agent under the terms of this Agreement.

The Escrow Account shall be entitled TWDB COMMITMENT NO. L1001883 "CITY OF JACKSONVILLE, TEXAS, COMBINATION TAX AND SURPLUS WATER AND SEWER SYSTEM REVENUE CERTIFICATES OF OBLIGATION, SERIES 2024B ESCROW ACCOUNT" and shall not be subject to warrants, drafts or checks drawn by the City but shall be disbursed or withdrawn to pay the costs of the Project for which the Obligations were issued or other purposes in accordance with the Ordinance and solely upon written authorization from the Executive Administrator, or his/her designated representative. The Escrow Agent shall provide to the City and to the TWDB the Escrow Account(s) bank statements upon request.

SECTION 2: COLLATERAL. All cash deposited to the credit of such Escrow Account and any accrued interest in excess of the amounts insured by the FDIC and remaining uninvested under the terms of this Agreement shall be continuously secured by a valid pledge of direct obligations of the United States of America or other collateral meeting the requirements of the Public Funds Collateral Act, Chapter 2257, TEX. GOV'T CODE ANN., as amended.

SECTION 3: INVESTMENTS. While the Proceeds are held in escrow, the Bank shall only invest Proceeds in investments that are authorized by the Public Funds Investment Act, Chapter 2256, TEX. GOV'T CODE ANN., as amended. It is the City's responsibility to direct the Escrow Agent to invest all public funds in a manner that is consistent not only with the Public Funds Investment Act but also with its own written investment policy.

SECTION 4: DISBURSEMENTS. The Bank shall not honor any disbursement from the Escrow Account, or any portion thereof, unless and until it has been supplied with written approval and consent by the Executive Administrator of the TWDB or another designated TWDB representative. However, no written approval and consent by the Executive Administrator shall be required if the disbursement involves transferring Proceeds from one investment to another provided that all such investments are consistent with the requirements of the Public Funds Investment Act.

SECTION 5: UNEXPENDED FUNDS. Any Proceeds remaining unexpended in the Escrow Account after completion of the Project and after the final accounting has been submitted to and approved by the TWDB shall be disposed of pursuant to the provisions of the Ordinance. The City shall deliver a copy of such TWDB approval of the final accounting to the Escrow Agent together with instructions concerning the disbursement of unexpended Proceeds hereunder. The Escrow Agent shall have no obligation to ensure that such unexpended Proceeds are used as required by the provisions of the Ordinance, that being the sole obligation of the City.

SECTION 6: CERTIFICATIONS. The Bank shall be authorized to accept and rely upon the certifications and documents furnished to the Bank by the City and shall not be liable for the payment of any funds made in reliance in good faith upon such certifications or other documents or approvals, as herein recited.

SECTION 7: LIABILITY OF ESCROW AGENT. To the extent permitted by law, the Escrow Agent shall not be liable for any act done or step taken or omitted by it or any mistake of fact or law, except for its negligence or default or failure in the performance of any obligation imposed upon it hereunder. The Escrow Agent shall not be responsible in any manner for any proceedings in connection with the Obligations or any recitation contained in the Obligations.

SECTION 8: RECORDS. The Escrow Agent will keep complete and correct books of record and account relating to the receipts, disbursements, allocations and application of the money deposited to the Escrow Account, and investments of the Escrow Account and all

proceeds thereof. The records shall be available for inspection and copying at reasonable hours and under reasonable conditions by the City and the TWDB.

SECTION 9: MERGER/CONSOLIDATION. In the event that the Escrow Agent merges or consolidates with another bank or sells or transfers substantially all of its assets or corporate trust business, then the successor bank shall be the successor Escrow Agent without the necessity of further action as long as the successor bank is a state or national bank as well as an FDIC-insured depository institution. The Escrow Agent must provide the TWDB with written notification within 30 days of acceptance of the merger, consolidation, or transfer. If the merger, consolidation or other transfer has occurred between state banks, the newly-created entity shall forward the certificate of merger or exchange issued by the Texas Department of Banking as well as the statement filed with the pertinent chartering authority, if applicable, to the TWDB within a reasonable time of such merger, consolidation or exchange.

SECTION 10: AMENDMENTS. This Agreement may be amended from time to time as necessary with the written consent of the City and the TWDB, but no such amendments shall increase the liabilities or responsibilities or diminish the rights of the Bank without its consent.

SECTION 11: TERMINATION. In the event that this Agreement is terminated by either the City or by the Escrow Agent, the Escrow Agent must report said termination in writing to the TWDB within five business days of such termination. The City is responsible for ensuring that the following criteria are satisfied in selecting the successor escrow agent and notifying the TWDB of the change in escrow agents: (a) the successor escrow agent must be an FDIC-insured state or national bank designated by the Texas Comptroller as a state depository; (b) the successor escrow agent must be retained prior to or at the time of the termination; (c) an escrow agreement must be executed by and between the City and the successor escrow agent and must contain the same or substantially similar terms and conditions as are present in this Agreement; and (d) the City must forward a copy of the executed escrow agreement with the successor escrow agent within 5 business days of said termination. No funds shall be released by the TWDB until it has received, reviewed and approved the escrow agreement with the successor escrow agent. If the City has not appointed a successor escrow agent within thirty (30) days of the notice of termination, the Escrow Agent may petition any court of competent jurisdiction in Texas for the appointment of a successor escrow agent or for other appropriate relief, and any such resulting appointment shall be binding upon the City. Whether appointed by the City or a court, the successor escrow agent and escrow agreement must be approved by the TWDB for the appointment to be effective. The Escrow Agent is responsible for performance under this Agreement until a successor has been approved by the TWDB and has signed an acceptable escrow agreement.

SECTION 12: EXPIRATION. This Agreement shall expire upon final transfer of the funds in the Escrow Account to the City.

SECTION 13: POINT OF CONTACT. The points of contact for the Escrow Agent and the TWDB are as follows:

BOKF, NA
5956 Sherry Lane, Suite 900
Dallas, Texas 75225
Attention: Corporate Trust

Bryan McMath
Executive Administrator
Texas Water Development Board
1700 North Congress Avenue
Austin, Texas 78701

SECTION 14: **CHOICE OF LAW.** This Agreement shall be governed exclusively by the applicable laws of the State of Texas. Venue for disputes shall be in the District Court of Travis County, Texas.

SECTION 15: **ASSIGNABILITY.** This Agreement shall not be assignable by the parties hereto, in whole or in part, and any attempted assignment shall be void and of no force and effect.

SECTION 16: **ENTIRE AGREEMENT.** This Agreement evidences the entire Escrow Agreement between the Escrow Agent and the City and supersedes any other agreements, whether oral or written, between the parties regarding the Proceeds or the Escrow Account. No modification or amendment of this Agreement shall be valid unless the same is in writing and is signed by the City and consented to by the Escrow Agent and the TWDB.

SECTION 17: **VALIDITY OF PROVISIONS.** If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

SECTION 18: **COMPENSATION FOR ESCROW SERVICES.** The Escrow Agent shall be entitled to compensation for its services as stated in Exhibit A, which compensation shall be paid by the City but may not be paid directly from the Escrow Account; provided however, notwithstanding anything herein or in Exhibit A to the contrary, the aggregate value of this Agreement shall not exceed the dollar limitation set forth in Section 2271.002(a)(2) and Section 2274.002(a)(2) of the Texas Government Code, as amended.

SECTION 19: **IRAN, SUDAN AND FOREIGN TERRORISTS ORGANIZATIONS.** The Escrow Agent represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Government Code. The foregoing representation excludes the Bank and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization. The Bank understands "affiliate" to mean any entity that controls, is controlled by, or is under common control with the Bank within the meaning of SEC Rule 405, 17 C.F.R. § 230.405, and exists to make a profit. Liability for breach of any such representation during the term of this Escrow Agreement shall survive until barred by the applicable statute of limitations, and shall not be liquidated or otherwise limited by any provision of this Escrow Agreement, notwithstanding anything in this Escrow Agreement to the contrary.

[remainder of page left blank intentionally]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

CITY OF JACKSONVILLE, TEXAS

By: _____
Mayor

Address: 315 S. Ragsdale Street
Jacksonville, Texas 75766

ATTEST:

City Clerk

BOKF, NA, Dallas, Texas, as Escrow Agent

By _____

Title: _____

Address: 5956 Sherry Lane, Suite 900
Dallas, Texas 75225

EXHIBIT A
BANK FEES

Exhibit C

DESCRIPTION OF ANNUAL FINANCIAL INFORMATION

The following information is referred to in Section 41 of this Ordinance.

Annual Financial Statements and Operating Data

The financial information and operating data with respect to the City to be provided annually in accordance with such Section are as specified below:

1. The financial statements of the City for the most recently concluded fiscal year.

Accounting Principles

The accounting principles referred to in such Section are the generally accepted accounting principles as applicable to governmental units as prescribed by the Government Accounting Standards Board.



Jacksonville City Council

AGENDA ITEM REPORT

AGENDA DATE:	11/12/2024	ITEM NUMBER:	20.
DEPARTMENT:	Administration	PREPARED BY:	
INITIATED BY:		EXHIBITS:	JACKSONVILLE TWDB CO's 2024B - Draft Principal Forgiveness Resolution with Exhibits
ITEM TITLE:	DISCUSS AND CONSIDER ALL MATTERS INCIDENT AND RELATED TO A PRINCIPAL FORGIVENESS AGREEMENT WITH THE TEXAS WATER DEVELOPMENT BOARD IN CONNECTION WITH THE CLEAN WATER STATE REVOLVING FUND, INCLUDING THE ADOPTION OF A RESOLUTION APPROVING THE PRINCIPAL FORGIVENESS AGREEMENT AND AN ESCROW AGREEMENT RELATING THERETO.		

EXECUTIVE SUMMARY:

RECOMMENDED ACTION:

BID AND AWARD:

BUDGET DATA:

BUDGET JUSTIFICATION:

STRATEGY MAP

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

POLICY/GOAL CONSIDERATION:**LEGAL:**

RESOLUTION NO. _____

A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF A
PRINCIPAL FORGIVENESS AGREEMENT AND AN ESCROW AGREEMENT
BETWEEN THE TEXAS WATER DEVELOPMENT BOARD AND THE CITY OF
JACKSONVILLE, TEXAS.

WHEREAS, the Texas Water Development Board (the "TWDB") adopted Resolution No. 24-073 on August 15, 2024 (the "TWDB Resolution") making a commitment to provide financial assistance to the City of Jacksonville, Texas (the "City") in the amount of \$11,706,500 from the Clean Water State Revolving Fund through the TWDB's proposed purchase of \$3,555,000 City of Jacksonville, Texas, Combination Tax and Surplus Water and Sewer System Revenue Certificates of Obligation, Proposed Series 2024A and the execution of a Principal Forgiveness Agreement in the amount of \$8,151,500 to finance the costs of improving and extending the City's waterworks and sewer system (the "System"), to wit: (i) constructing, acquiring, purchasing, renovating, equipping, enlarging, and improving the City's Sewer System, including the planning, acquisition, design and construction of improvements to the City's Double Creek Wastewater Treatment Plant and an equalization basin, (ii) the purchase of materials, supplies, equipment, land, and rights-of-way for authorized needs and purposes relating to the City's Sewer System improvements, and (iii) the payment of professional services relating to the design, construction, project management, and financing of the aforementioned capital improvements; and

WHEREAS, the City Council hereby finds and determines that the Principal Forgiveness Agreement and Escrow Agreement between the City and the TWDB (substantially in the form and content of **Exhibit A** and **Exhibit B** attached hereto) should be approved and authorized to be executed; now, therefore,

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

SECTION 1. The form of the Principal Forgiveness Agreement between the TWDB and the City attached hereto as **Exhibit A** and the Escrow Agreement attached hereto as **Exhibit B**, incorporated herein for all purposes is hereby approved for and on behalf of the City as to form and content, and such agreement in substantially the form and substance attached hereto, together with such changes or revisions as the Mayor, Mayor Pro Tem, City Manager, Finance Director and City Clerk of the City may deem necessary to accomplish the financing contemplated, is hereby authorized to be executed by the Mayor, Mayor Pro Tem, City Manager, Finance Director and City Clerk of the City for and on behalf of the City and as the act and deed of this Council; and such Principal Forgiveness Agreement as executed by said officials shall be deemed approved by the City Council and constitute the agreement herein approved.

SECTION 2. The City Council hereby authorizes the execution and delivery of any and all other documents related to the Principal Forgiveness Agreement including any required escrow agreement and any other documents, instruments or certificates related to obtaining the principal forgiveness.

[The remainder of this page intentionally left blank.]

PASSED AND ADOPTED, this November 12, 2024.

CITY OF JACKSONVILLE, TEXAS

Mayor

ATTEST:

City Clerk

(City Seal)

EXHIBIT A

FORM OF PRINCIPAL FORGIVENESS AGREEMENT BETWEEN THE TEXAS WATER DEVELOPMENT BOARD AND THE CITY OF JACKSONVILLE, TEXAS



Principal Forgiveness Agreement Clean Water State Revolving Fund

TEXAS WATER DEVELOPMENT BOARD

AND

CITY OF JACKSONVILLE

CHEROKEE COUNTY, TEXAS

TWDB COMMITMENT NO. LF1001882

TWDB PROJECT NO. 73955 (IUP FISCAL YEAR 2024)

TWDB RESOLUTION NO. 24-073

CFDA No. 66.458

CITY OF JACKSONVILLE
TWDB COMMITMENT NO. LF1001882
TWDB PROJECT NO. 73955
TWDB RESOLUTION NO. 24-073

PRINCIPAL FORGIVENESS AGREEMENT

TABLE OF CONTENTS

ARTICLE I. DEFINITIONS	3
ARTICLE II. AUTHORITY AND RECITALS	5
ARTICLE III. LEGAL REQUIREMENTS	6
ARTICLE IV. PLANNING, ACQUISITION, DESIGN, AND CONSTRUCTION	8
ARTICLE V. SPECIAL COVENANTS AND REPRESENTATIONS	9
ARTICLE VI. NON-PERFORMANCE AND REMEDIES	11
ARTICLE VII. GENERAL TERMS AND CONDITIONS	12

EXHIBITS

TWDB Resolution No. 24-073	EXHIBIT A
City of Jacksonville's Resolution	EXHIBIT B
List of Federal Laws and Authorities (Cross-Cutters)	EXHIBIT C
Davis-Bacon Contract and Subcontract Provisions.....	EXHIBIT D
Project Schedule	EXHIBIT E
Project Budget.....	EXHIBIT F
Escrow Agreement.....	EXHIBIT G

**PRINCIPAL FORGIVENESS AGREEMENT
BETWEEN THE
TEXAS WATER DEVELOPMENT BOARD
AND THE
CITY OF JACKSONVILLE**

WHEREAS, the City of Jacksonville (City), located in Cherokee County, has filed an application with the Texas Water Development Board (TWDB) for financial assistance in the amount of \$11,706,500 from the Clean Water State Revolving Fund (CWSRF) to finance the planning, acquisition, design, and construction of certain wastewater system improvements for the project identified as Project No. 73955; and

WHEREAS, on August 15, 2024, the TWDB determined that the City qualifies for principal forgiveness as a Disadvantaged Community, pursuant to 31 TAC Chapter 375 and the criteria set forth in the 2024 CWSRF Intended Use Plan (IUP), and agreed, pursuant to the TWDB Resolution, to provide financial assistance in the amount of \$11,706,500 to the City and further agreed that \$8,151,500 will be forgiven; and

WHEREAS, the TWDB and the City are the Parties to this Agreement;

NOW, THEREFORE, the Parties mutually agree to adhere to the terms of this Agreement and to administer the Principal Forgiveness Funds provided through this Agreement in conformance with all applicable state and federal laws and regulations, the TWDB Resolution, and all terms and conditions set forth in this Agreement.

ARTICLE I. DEFINITIONS

The following terms, as used in this Agreement, have the meanings assigned below:

Agreement means this Principal Forgiveness Agreement and the attached exhibits.

CFR means the Code of Federal Regulations.

Commitment means an offer by the TWDB to provide financial assistance to an Applicant as evidenced by a TWDB resolution.

Construction Account means an account dedicated to the payment of Project costs, as defined by 31 TAC § 375.1(16) and required by the TWDB Resolution.

CWSRF means the Clean Water State Revolving Fund, a program of financial assistance administered by the TWDB for wastewater projects pursuant to the Federal Water Pollution

Control Act, 33 U.S.C. §§ 1251--1389.; applicable federal regulations; Texas Water Code, Chapter 15, §§ 15.601–15.618; and 31 TAC Chapter 375.

Disadvantaged Community means an area that meets the requirements of a disadvantaged community as defined in 31 TAC § 375.1(24) and the criteria identified in the 2024 CWSRF IUP.

Eligible Expenses means the expenses allowed by TWDB program requirements and authorized by the TWDB in the approved Project Budget.

EPA means the U.S. Environmental Protection Agency.

Escrow Account means an account established by the City that will be used to manage the Principal Forgiveness Funds in accordance with an escrow agreement acceptable to the Executive Administrator and attached as **EXHIBIT G**, until the Executive Administrator authorizes the release of the Principal Forgiveness Funds to the Construction Account.

Executive Administrator means the Executive Administrator of the TWDB or designated representative.

Financial Assistance means funding made available to eligible Applicants, as authorized in 33 U.S.C. §1383(d), including principal forgiveness.

Force Majeure means acts of god, strikes, lockouts, or other industrial disturbances, acts of the public enemy, war, blockades, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, storms, floods, washouts, droughts, tornadoes, hurricanes, arrests and restraints of government and people, explosions, breakage or damage to machinery, pipelines or canals, and any other incapacities of either party, whether similar to those enumerated or otherwise, and not within the control of the party claiming the inability that by the exercise of due diligence and care the party could not have avoided.

Green Project means a project or portion of a project that meets the EPA criteria for inclusion in the Green Project Reserve, including green infrastructure, water or energy efficiency improvements, or other environmentally innovative activities.

Green Project Reserve means the equivalent amount of the EPA capitalization grant that is reserved for projects that meet the EPA's criteria for green projects.

IUP means the Intended Use Plan, State Fiscal Year 2024, approved by the TWDB and the EPA in which the Project was prioritized for funding.

Obligations means the \$3,555,000 City of Jacksonville, Texas, Combination Tax and Surplus Water and Sewer System Revenue Certificates of Obligation, Series 2024B together with all authorizing documents that evidence the portion of the financial assistance that is not forgiven, identified as L1001883.

Outlay Report means the TWDB form regarding the total amount of costs incurred by the City relating to the Project for the specified period.

Parties or Party means the TWDB and the City and their authorized successors and assignees.

Principal Forgiveness Funds means the portion of the Financial Assistance that is forgiven, identified as LF1001882, in an amount not to exceed \$8,151,500.

Project means the project for which the TWDB is providing financial assistance under this Agreement and as further described in the TWDB Resolution and identified as Project No. 73955.

State means the State of Texas.

TWDB Resolution means TWDB Resolution No. 24-073, dated August 15, 2024, approving the application for financial assistance filed by the City and authorizing the execution of this Agreement.

ARTICLE II. AUTHORITY AND RECITALS

2.01. AUTHORITY. This Agreement is authorized by the Federal Water Pollution Control Act, 33 U.S.C. §§ 1251 --1389., and is also governed by the terms of the IUP; Texas Water Code, Chapter 6; Texas Water Code; Chapter 15, §§ 15.601 – 15.618; 31 TAC Chapter 375; and the TWDB Resolution.

2.02. RECITALS. The Parties agree that the following representations are true and correct and form the basis of this Agreement.

- A. The TWDB may provide financial assistance in the form of additional subsidization, such as principal forgiveness, for all or a portion of the Project costs in an amount which the TWDB has determined to be eligible.
- B. On August 15, 2024, the TWDB considered an Application filed by the City for financial assistance from the CWSRF program. Based on the representations made by the City in that Application, the TWDB adopted the TWDB Resolution in which the TWDB:
 - 1. determined that the City is eligible for financial assistance and qualifies for principal forgiveness; and
 - 2. made a commitment to provide financial assistance through the purchase of bonds in an amount not to exceed \$3,555,000 for the planning, acquisition, design, and construction of the Project and to provide additional subsidization in the form of principal forgiveness to the City in an amount not to exceed

\$8,151,500 as Principal Forgiveness Funds without the expectation of repayment.

- C. The TWDB and the City enter this Agreement to set forth the terms and conditions for the Principal Forgiveness Funds. The Executive Administrator is authorized to execute this Agreement on behalf of the TWDB under the TWDB Resolution attached to this Agreement as **EXHIBIT A**. The City is authorized to execute this Agreement through its authorized representative designated in a resolution duly adopted by the governing body of the City attached hereto as **EXHIBIT B**.
- D. Nothing in this Agreement affects any provisions of the Obligations relating to the Financial Assistance amount not forgiven.

ARTICLE III. LEGAL REQUIREMENTS

3.01. APPLICABLE LAWS. In consideration of the performance of the mutual agreements set forth in this Agreement, the City, by and through its designated and authorized representatives, agrees to plan, design, and construct the Project in compliance with the following:

- A. the Federal Water Pollution Control Act, 33 U.S.C. §§ 1251 --1389., and EPA regulations at 40 CFR Part 35;
- B. all federal laws and regulations identified on **EXHIBIT C**;
- C. Texas Water Code, Chapter 15, §§ 15.601 – 15.618; and
- D. 31 TAC Chapter 375.

3.02. LABOR STATUTES AND REGULATIONS. The City agrees to comply with the following statutes, and regulations, and must execute the certifications required by the TWDB related to same. Further, the City must ensure that each contract for work on the Project also contain the following requirements.

- A. Equal Employment Opportunity. The City must comply with Executive Order 11246 of September 24, 1965, entitled “Equal Employment Opportunity,” as amended by Executive Order 11375 of October 13, 1967, and U.S. Department of Labor regulations at 41 CFR Chapter 60, relating to Office of Federal Contract Compliance, EEO. The City must include this provision in any contract or subcontract in excess of \$10,000 as required by 40 CFR § 31.36.
- B. Davis-Bacon Act Wage Rates. In accordance with the Federal Water Pollution Control Act, 33 U.S.C. §§ 1251 --1389., and the applicable IUP and TWDB Guidance on Davis-Bacon Wage Rate Requirements, the City, its contractors and its subcontractors, for the Project that is funded in whole or in part with Principal Forgiveness Funds, must

pay all laborers and mechanics at rates not less than those prevailing on similar projects in the same locality, as determined by the U.S. Secretary of Labor's Wage and Hour Division, in conformance with the Davis-Bacon Act, 40 U.S.C. §§ 3141 - 3148, 29 CFR Part 5, relating to Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction, and 29 CFR Part 3, relating to Contractors and Subcontractors on Public Work Financed in Whole or in Part by Loans or Grants from the United States. All contracts and subcontracts for the construction of the Project carried out in whole or in part with assistance made available as stated in this Agreement must insert in full in any contract in excess of \$2,000 the contracts clauses as attached hereto as **EXHIBIT D**.

- C. Contract Work Hours and Safety Standards Act. The City must ensure that its contractors and subcontractors comply with the Contract Work Hours and Safety Standards Act, 40 U.S.C. §§ 3701 - 3708 and 29 CFR Part 5.
- D. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment. The City must abide by the prohibition on certain telecommunications and video surveillance services or equipment as required by 2 CFR § 200.216.

3.03. NO LOBBYING. The City agrees to comply with 40 CFR Part 34, relating to New Restrictions on Lobbying. The City understands and agrees that none of the Principal Forgiveness Funds provided under this Agreement must be expended to pay any person for influencing or attempting to influence an officer or employee of any federal entity, or a Member of Congress, with regard to the awarding of any federal contract, federal grant, federal loan, or the extension, continuation, renewal, amendment or modification of any federal contract, loan, or grant. The City must require that all contracts in excess of \$100,000 for work implementing the Project contain the following statement: IN ACCORDANCE WITH THE BYRD ANTI-LOBBYING AMENDMENT, ANY RECIPIENT WHO MAKES A PROHIBITED EXPENDITURE UNDER TITLE 40 CFR PART 34 OR FAILS TO FILE THE REQUIRED CERTIFICATION OR LOBBYING FORMS SHALL BE SUBJECT TO A CIVIL PENALTY OF NOT LESS THAN \$10,000 AND NOT MORE THAN \$100,000 FOR EACH EXPENDITURE.

3.04. IRON AND STEEL. The City will abide by all applicable construction contract requirements related to the use of iron and steel products produced in the United States as required by the Federal Water Pollution Control Act, 33 U.S.C. § 1388, related EPA SRF Policy Guidelines and the TWDB American Iron and Steel Guidance, unless the City has requested and obtained a waiver from EPA pertaining to the Project. This section applies in a manner consistent with United States obligations under international agreements. If the City is a signatory to such an agreement, then the City is under the obligation to determine its applicability and requirements and document the actions taken to comply for the TWDB.

3.05. PROCUREMENT. The City must comply with the following when procuring goods and services for work on the Project according to the requirements in this section.

- A. Debarred and Suspended Vendors. Prior to selecting any contractor, the City must

ensure that the contractor is not listed on the federal Excluded Parties List System and is not suspended or disbarred by either the State or the federal government. See the following websites for lists of suspended and debarred federal and State vendors: www.window.state.tx.us/procurement/prog/vendor_performance/debarred and www.sam.gov.

- B. State Procurement Requirements. All purchases for goods, services, or commodities made with funds provided under this Agreement must comply with State and local procurement and contracting laws.
- C. Disadvantaged Business Enterprises. The City agrees to comply with 40 CFR Part 33, relating to Participation by Disadvantaged Business Enterprises in United States Environmental Protection Agency Programs.
- D. Contracts for Architectural or Engineering Professional Services. The City agrees to comply with 33 U.S.C. § 1382(b)(14) (Section 602(b)(14) of the Federal Water Pollution Control Act), relating to Capitalization Grant Agreements and 40 U.S.C. §§ 1101 *et seq.*, relating to the Selection of Architects and Engineers.

3.06 ASSURANCES RELATED TO STATE FUNDS. The City certifies that it is not prohibited from receiving state funds under Texas Penal Code § 1.10(d) (related to federal laws regulating firearms, firearm accessories, and firearm ammunition). The City also agrees that, during the term of this Agreement, the City will immediately notify TWDB, in writing, of any suit against it by the Attorney General of Texas under Texas Penal Code § 1.10(f).

3.07 BUILD AMERICA BUY AMERICA. The City will abide by all applicable requirements related to the Build America, Buy America Act, Public Law 117-58.

ARTICLE IV. PLANNING, ACQUISITION, DESIGN, AND CONSTRUCTION

4.01. PROJECT REQUIREMENTS. The City must comply with the following:

- A. Plans and Specifications. The City must construct the Project in accordance with the plans and specifications as sealed by a State licensed engineer and as approved by the Executive Administrator in compliance with 31 TAC Chapter 375, Subchapter F.
- B. Changes to Plans and Specifications. The City must not make or implement any changes to the scope of the Executive Administrator's approved Project or to the specifications for the Project, including, but not limited to, changes to the Green Project Reserve portion of the Project, without the written approval of the Executive Administrator.
- C. Project Schedule. The City must adhere to the TWDB approved Project schedule, attached as **EXHIBIT E**, and must timely and expeditiously use funds and complete the Project. The City must not exceed or revise the Project schedule except upon

written approval from the TWDB. The City must not delay the Project completion date except by Amendment to this Agreement.

- D. Project Budget. The City is solely responsible for all costs that exceed the TWDB approved Project budget, attached as **EXHIBIT F**. The City must notify the Executive Administrator immediately when it appears that the Project budget may not be sufficient to complete the Project. The City must not exceed the Project budget except by Amendment to this Agreement.
- E. Environmental Compliance. The City must comply with all environmental conditions and must implement environmental mitigation measures as required through TWDB environmental review under 31 TAC Chapter 375, Subchapter E.

4.02. PROGRESS REPORTS. The Executive Administrator may request reports on the progress of the Project at any time. The reports must contain information as directed by the Executive Administrator and must be submitted periodically as requested. The City must respond as requested and a failure to respond may result in withholding the release of funds from the Escrow Account.

ARTICLE V. SPECIAL COVENANTS AND REPRESENTATIONS

5.01. CONDITIONS FOR DISBURSEMENT OF PRINCIPAL FORGIVENESS FUNDS. No Principal Forgiveness Funds will be deposited into the Escrow Account or released until the applicable requirements and conditions in the TWDB Resolution and 31 TAC § 375.93, relating to Disbursement of Funds, are met. Construction funds will not be released unless the City has complied with 31 TAC Chapter 375, Subchapter E, relating to Environmental Reviews and Determinations, and 31 TAC Chapter 375, Subchapter F, relating to Engineering Review and Approval. If other conditions affect the release of funds, the Parties agree to negotiate in good faith regarding any new or different terms or conditions that become applicable to the release of Principal Forgiveness Funds.

5.02. DELIVERY OF PRINCIPAL FORGIVENESS FUNDS. The TWDB will deposit the Principal Forgiveness Funds in an approved Escrow Account to be released to the City's Construction Account at the direction of the Executive Administrator.

- A. Outlay Reports and Invoices. The City must submit the following documentation:
 - 1. TWDB Outlay Report forms identifying:
 - a. the total amount of expenses incurred by the City for the period covered by the Outlay Report; and
 - b. invoices, receipts or other documentation satisfactory in form and in substance to the TWDB sufficient to establish the requested amount as an eligible expense incurred by the City.

2. Outlay Report forms are due to TWDB quarterly during the planning, acquisition and design phases and monthly during the construction phase of the Project until the completion of the Project.

- B. Release from Escrow Account. The Executive Administrator will authorize the release of Principal Forgiveness Funds from Escrow when Outlay Reports have been approved by the TWDB.

5.03. INELIGIBLE EXPENSES. The City must use Principal Forgiveness Funds for Eligible Expenses. The City must return any Principal Forgiveness Funds that are used for expenses that cannot be verified as eligible or that are ineligible. The amount of Principal Forgiveness Funds used for any ineligible or unverified expenses will be credited against verified Eligible Expenses. If the total amount of Eligible Expenses is insufficient to fully offset the amount of improperly expended Principal Forgiveness Funds, the City must use other funds to fully repay the TWDB.

5.04. MAINTENANCE OF PROJECT ACCOUNTS. The City must maintain all project accounts containing funds disbursed for the planning, acquisition, design, or construction of a project, as applicable, in compliance with generally accepted accounting principles (GAAP), including the reporting of underlying infrastructure assets.

5.05. FINAL ACCOUNTING. The City must provide a final accounting of funds expended on the Project pursuant to 31 TAC § 375.106 and return any remaining Principal Forgiveness Funds in a manner determined by the Executive Administrator.

5.06. LEGAL STATUS. The City must notify the Executive Administrator prior to taking any actions to alter its legal status in any manner, such as by conversion to a conservation and reclamation district or a sale-transfer-merger with another retail public utility.

5.07. WATER CONSERVATION AND DROUGHT CONTINGENCY PLAN. If applicable, the City must adopt and implement a water conservation and drought contingency plan that complies with Texas Water Code §§ 16.4021.

5.08. WATER AUDIT. If the City is a retail public utility as defined in Texas Water Code § 13.002 and the City provides potable water, then the City annually must perform and file a water audit computing the City's most recent annual system water loss with the TWDB. The first water audit must be submitted by May 1st following the passage of one year after the effective date of this Agreement and then by May 1st every year thereafter during the term of this Agreement. The City agrees to comply with 31 TAC § 358.6 relating to water audits.

5.09. REGISTRATION REQUIREMENT. Pursuant to the Federal Funding Accountability and Transparency Act of 2006, Pub. L. 109-282, as amended by Pub. L. 110-252, the City must obtain a Unique Entity Identification Number and must maintain registration in the System for Award Management (SAM).

5.10. ANNUAL FINANCIAL AUDIT. During the Term of this Agreement, the City must submit an annual audit of the general purpose financial statements prepared in accordance with Generally Accepted Accounting Principles (GAAP) by a certified public accountant or licensed public accountant. Audits will be submitted to the TWDB no later than 180 days after the close of the City's fiscal year.

5.11. INVESTMENT AND COLLATERALIZATION OF PUBLIC FUNDS. Financial Assistance funds are public funds and must be held at a designated state depository institution or other properly chartered and authorized institution in accordance with the Public Funds Investment Act, Government Code, Chapter 2256, and the Public Funds Collateral Act, Government Code, Chapter 2257.

5.12. SPECIAL CONDITIONS. The Principal Forgiveness Agreement must state that the City shall return any principal forgiveness funds that are determined to be surplus funds in a manner determined by the Executive Administrator.

ARTICLE VI. NON-PERFORMANCE AND REMEDIES

6.01. STOP WORK ORDERS.

- A. Stop Work Order (SWO). The Executive Administrator may issue a written SWO to the City at any time for failure to comply with any provision of this Agreement. The SWO will provide the City with notice of the facts supporting the determination to issue the SWO. The SWO may require cessation of work immediately or at a definite future date. The SWO will provide the City with a specified time to cure.
- B. City's Response. The City must provide a written response to the SWO and must provide the Executive Administrator with a detailed plan to address and cure the conditions causing the SWO. The City must provide the response within five business days from its receipt of the SWO.
- C. Executive Administrator's Reply. The Executive Administrator may accept, reject or amend the City's plan and must provide notice of the action to the City within five business days of receipt of the plan. The Executive Administrator may issue an amended SWO that allows resumption of work contingent upon the City's execution of the plan to cure. The Executive Administrator may modify the City's plan to cure only in a manner consistent with the terms and conditions of this Agreement.
- D. City's Option. The City must notify the Executive Administrator within five business days whether it accepts the amended plan. If the City does not accept the amended plan, the Executive Administrator may terminate this Agreement. Upon successful completion of the plan to cure the conditions causing the SWO, the City must continue work to complete all obligations under this Agreement.

6.02. TERMINATION. The TWDB may terminate this Agreement in writing at any time.

Upon receipt of a notice of termination, the City must immediately discontinue all work in connection with the performance of this Agreement and must promptly cancel all existing orders or other financial commitments chargeable to funding provided pursuant to this Agreement, provided, however, that any costs for Eligible Expenses incurred prior to the receipt of the written notice by the City will be payable from the funding provided pursuant to this Agreement.

Within thirty days of the notice of termination, the City must submit a statement showing in detail the work performed, all payments received by the City, and all payments made by or due from the City to any contractor prior to the date of termination.

6.03. SURVIVAL OF TERMS AND CONDITIONS.

- A. Termination or expiration of this Agreement for any reason will not release either Party from any liabilities or obligations set forth in this Agreement that:
 - 1. the Parties have expressly agreed will survive any such termination or expiration, if any; or
 - 2. by their nature, would be intended to be applicable following any such termination or expiration.
- B. The Parties expressly agree that the following terms and conditions survive the termination or expiration of this Agreement.
 - 1. Article V, Sections 5.03, 5.04, 5.05, 5.07, 5.08, and 5.09.
 - 2. Article VII, General Terms and Conditions.

6.04. REAL ESTATE. If the City purchases real estate for the Project with Principal Forgiveness Funds and any of the real estate or portion of the real estate is not used for the Project, the City must repay to the TWDB the full amount of the Principal Forgiveness Funds for purchase of the real estate that is not used for the Project. The amount will be due and payable within 90 days after termination or expiration of this Agreement.

6.05. REMEDIES.

- A. The City will have all remedies available in law or equity.
- B. The TWDB will have all remedies available in law or equity, including remedies available under Texas Water Code §§ 6.114 and 6.115.

ARTICLE VII. GENERAL TERMS AND CONDITIONS

7.01. INSURANCE AND INDEMNIFICATION.

- A. The City must at all times keep insured those portions of the Project as are customarily insured by political subdivisions in the State that operate like properties in similar locations under similar circumstances. The City must insure against risks, accidents, casualties, or loss in an amount that is customarily carried by municipalities and political subdivisions and is at least sufficient to protect the TWDB's interest in the Project.
- B. The City is solely responsible for liability resulting from acts or omissions of the City, its employees, contractors, or agents. The City must indemnify and hold the TWDB and the State harmless to the extent that the City may do so in accordance with State law.
- C. Principal forgiveness proceeds must not be used by the City when sampling, testing, removing or disposing of contaminated soils and/or media at the project site. The City agrees to indemnify, hold harmless and protect the TWDB from any and all claims, causes of action or damages to the person or property of third parties arising from the sampling, analysis, transport, storage, treatment and disposition of any contaminated sewage sludge, contaminated sediments and/or contaminated media that may be generated by the City, its contractors, consultants, agents, officials and employees as a result of activities relating to the project to the extent permitted by law.

7.02. PERMITS. The City is responsible for timely filing applications for all licenses, permits, registrations and other authorizations that the City has identified in the application for financial assistance as required for the planning, acquisition, design, and construction of the Project. The City must submit copies of all of these final licenses, permits, registrations and other authorizations issued by local, state and federal agencies to the TWDB within thirty (30) days of receipt from the issuing agency.

7.03. RECORDS. The City must comply with all terms and conditions relating to records of the Project as follows:

- A. Duty to Maintain Records. The City must maintain financial accounting records relating to the Project in accordance with Generally Accepted Accounting Principles. The City must also require its contractors to maintain financial accounting records consistent with Generally Accepted Accounting Principles and with State laws applicable to government accounting. All accounting and other financial documentation must be accurate, current, and must reflect recordation of the transactions at or about the time the transactions occurred;
 - 1. Single Audit Act, 31 U.S.C. §§ 7501 – 7507. The City must comply with the Single Audit Act, and with Office of Management and Budget (OMB) Circular A-133 ensuring an audit is conducted in accordance with OMB Circulars.

2. Green Projects. If all or part of the Project is designated as a Green Project, then the City must maintain separate tracking of the expenses related to that Project or portion of the Project that has been designated as an approved Green Project.
- B. Duty to Retain Records. The City must retain all financial records and supporting documents and any other documents pertinent to the Project in accordance with the requirements of 31 TAC § 375.107, relating to Records Retention. The TWDB requires the City to retain all records related to this Agreement for a period of three (3) years after the Obligations are paid in full.
 - C. Public Records. The City understands and agrees that all documents relating to this Agreement are subject to the Public Information Act, Texas Government Code, Chapter 552, and that the documents may not be withheld from public disclosure, except in accordance with law and with the rulings of the Texas Attorney General. The City is required to make any information created or exchanged pursuant to this Agreement, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge. The City must promptly respond to a request by the TWDB for copies of any of the City's records related to this Agreement; and
 - D. Access to Records.
 1. State Auditor. By executing this Agreement, the City accepts the authority of the Texas State Auditor's Office to conduct audits and investigations in connection with all Principal Forgiveness Funds received pursuant to this Agreement. The City must comply with directives from the Texas State Auditor and must cooperate in any investigation or audit. The City agrees to provide the Texas State Auditor with access to any information the Texas State Auditor considers relevant to the investigation or audit. The City also agrees to include a provision in any contract or subcontract related to this Agreement that requires the contractor and the subcontractor to submit to audits and investigations by the Texas State Auditor's Office in connection with all Principal Forgiveness Funds received pursuant to the contract or subcontract.
 2. TWDB, EPA, and Comptroller General of the United States. The City agrees that the TWDB, the EPA, and the Comptroller General of the United States will have full access to any books, documents, papers, and records which are related to the funds expended under this Agreement and that further these federal entities may audit, examine, copy excerpts, and make transcriptions of any books, documents, papers, and records. The standards of administration, property management, audit procedures, procurement and financial management, and the records and facilities of the City and its contractors are subject to audit and inspection by the TWDB and by the EPA and by any other authorized state or federal entity. All books, documents, papers, and records of the City related to this Agreement must be made available for audit,

examination, excerption, and transcription by the staff of the TWDB within a reasonable time after a request from the TWDB. The City understands and agrees that the EPA's Regional Administrator may, after a thirty day written notice, review any records the Regional Administrator deems necessary to determine compliance with all requirements concerning the Principal Forgiveness Funds provided under this Agreement.

7.04. UPDATING INFORMATION. The City must provide the TWDB with updated information, reports, statements and certifications as requested by the Executive Administrator relating to the financial condition of the City or the Project and the use of Principal Forgiveness Funds. The City must promptly notify the TWDB of any material change in the activities, prospects or conditions of the City relating to the Project, or its ability to observe and perform its duties, covenants, obligations and agreements under this Principal Forgiveness Agreement.

7.05. FORCE MAJEURE. Unless otherwise provided, neither the City nor the TWDB nor any agency of the State will be liable to the other for any delay in or failure of performance of a requirement contained in this Agreement caused by *Force Majeure*. The existence of the causes of delay or failure will extend the period of performance until after the causes of delay or failure have been removed provided the non-performing Party exercises all reasonable due diligence to perform. Each Party must inform the other in writing with proof of receipt within five (5) business days of the existence of the *Force Majeure* or otherwise waive this right as a defense.

7.06. NON-ASSIGNABILITY. The terms and conditions of the financial assistance provided by this Agreement may not be assigned, transferred, or subcontracted in any manner without the express written consent of the TWDB.

7.07. ENTIRE AGREEMENT AND AMENDMENT. This Agreement, which incorporates all attached Exhibits, constitutes the entire agreement between the Parties. This Agreement may be amended only in writing signed by the Parties. The changes allowed under Section 4.01 do not require an amendment to this Agreement unless a change to the Project Schedule, **EXHIBIT E** or the Project Budget, **EXHIBIT F**, results in a different project completion date or total budget amount.

7.08. NO WAIVER. The failure of any Party to insist upon the strict performance of any of the terms, provisions, or conditions of this Agreement will not be construed as a waiver or relinquishment for the future of the strict performance of any other term, provision, or condition.

7.09. NO DEBT CREATED. Each Party agrees and understands that, by this Agreement, the State, acting through the TWDB, is not lending its credit or in any manner creating a debt on behalf of the State. To the extent that the City is not securing the Obligations with ad valorem taxes, each Party agrees and understands that, pursuant to this Agreement, the City is not lending its credit or in any other manner creating a debt on behalf of the City.

7.10. LAW AND VENUE. The validity, operation, and performance of this Agreement will be governed and controlled by the laws of the State of Texas and applicable federal regulations, and the terms and conditions of this Agreement will be construed and interpreted in accordance with the laws of the State. The Parties understand and agree that this Agreement is for the provision of financial assistance for the planning, design, acquisition, and construction of the Project and all or part of the performance of the terms and obligations of the Agreement will be performed in Cherokee County, Texas. Notwithstanding the location of the Project, the Parties understand and agree that any proceeding brought for any breach of this Agreement involving the TWDB must be in Travis County, Texas. This section does not waive the sovereign immunity of the State or the TWDB.

7.11. NOTICES. All notices, notifications, or requests required or permitted by this Agreement must be in writing and must be transmitted by personal delivery or transmitted by United States certified mail, return receipt requested, postage prepaid, to the addresses of the Parties shown below. Notice is effective when received by the Party to whom notice is sent.

Texas Water Development Board
Attn: Executive Administrator
Physical Address:
1700 N. Congress Ave., 6th Floor
Austin, Texas 78701-1496
Mailing Address:
P.O. Box 13231
Austin, Texas 78711-3231

City of Jacksonville
Attn: City Manager
Physical and Mailing Address:
315 S. Ragsdale St.
Jacksonville, Texas 75766-3510

7.12. TERM. This Agreement is effective on the date signed by the Executive Administrator. The Agreement will expire upon the successful completion of the Project and Final Accounting in accordance with Section 5.05 of this Agreement.

[remainder of page left intentionally blank]

TEXAS WATER DEVELOPMENT BOARD

Jeff Walker
Executive Administrator

Date

CITY OF JACKSONVILLE

James Hubbard
City Manager

Date

EXHIBIT A
TWDB Resolution No. 24-073

A RESOLUTION OF THE TEXAS WATER DEVELOPMENT BOARD
APPROVING AN APPLICATION FOR FINANCIAL ASSISTANCE IN THE AMOUNT OF
\$11,706,500 TO THE CITY OF JACKSONVILLE
FROM THE CLEAN WATER STATE REVOLVING FUND
THROUGH THE PROPOSED PURCHASE OF
\$3,555,000 CITY OF JACKSONVILLE, TEXAS, COMBINATION TAX AND SURPLUS
WATER AND SEWER SYSTEM REVENUE CERTIFICATES OF OBLIGATION,
PROPOSED SERIES 2024A
AND
\$8,151,500 IN PRINCIPAL FORGIVENESS

(24-073)

Recitals:

The City of Jacksonville (City), located in Cherokee County has filed an application for financial assistance in the amount of \$11,706,500 from the Clean Water State Revolving Fund (CWSRF) to finance the planning, acquisition, design, and construction of wastewater system improvements identified as Project No. 73955.

The City seeks financial assistance from the Texas Water Development Board (TWDB) through the TWDB's proposed purchase of \$3,555,000 City of Jacksonville, Texas, Combination Tax and Surplus Water and Sewer System Revenue Certificates of Obligation, Proposed Series 2024A (Obligations) (together with all authorizing documents), and the execution of a Principal Forgiveness Agreement in an amount of \$8,151,500, all as is more specifically set forth in the application and in recommendations of the TWDB's staff.

The City has offered a pledge of ad valorem taxes and surplus net revenues of the City's waterworks and sewer system as sufficient security for the repayment of the Obligations.

The commitment is approved for funding under the TWDB's pre-design funding option, and initial and future releases of funds are subject to 31 TAC § 375.14.

Findings:

1. The revenue or taxes pledged by the City will be sufficient to meet all the Obligations assumed by the City, in accordance with Texas Water Code § 15.607.
2. The application and assistance applied for meet the requirements of the Federal Water Pollution Control Act, 33 U.S.C. §§ 1251 *et seq.*, as well as state law, in accordance with Texas Water Code § 15.607.
3. The term of the Obligations does not exceed the expected useful life of the project proposed by the City.
4. The City has adopted and implemented a water conservation program for the more efficient use of water that will meet reasonably anticipated local needs and

conditions and that incorporates practices, techniques, or technology prescribed by the Texas Water Code and TWDB's rules.

5. The City has considered cost-effective, innovative, and nonconventional methods of treatment, in accordance with Texas Water Code § 15.007.
6. The City meets the definition of a "Disadvantaged Community" in 31 TAC § 375.1(23) and is therefore eligible for principal forgiveness in the amount of \$8,151,500.

NOW THEREFORE, based on these findings, the TWDB resolves as follows:

A commitment is made by the TWDB to the City of Jacksonville for financial assistance in the amount of \$11,706,500 from the Clean Water State Revolving Fund through the TWDB's proposed purchase of \$3,555,000 City of Jacksonville, Texas, Combination Tax and Surplus Water and Sewer System Revenue Certificates of Obligation, Proposed Series 2024A and the execution of a Principal Forgiveness Agreement in the amount of \$8,151,500. This commitment will expire on February 28, 2025.

The commitment is conditioned as follows.

Standard Conditions:

1. The commitment is contingent on a future sale of bonds by the TWDB or on the availability of funds on hand as determined by the TWDB. If the financial assistance is funded with available cash-on-hand, the TWDB reserves the right to change the designated source of funds to bond proceeds issued for the purpose of reimbursing funds used to provide the financial assistance approved in this Resolution.
2. The commitment is contingent upon the issuance of a written approving opinion of the Attorney General of the State of Texas stating that all the requirements of the laws under which the Obligations are issued have been complied with; that the Obligations were issued in conformity with the Constitution and laws of the State of Texas; and that the Obligations are valid and binding obligations of the City.
3. The commitment is contingent upon the City's compliance with all applicable requirements contained in 31 TAC Chapter 375.
4. The Obligations must provide that the City agrees to comply with all the conditions set forth in the TWDB Resolution.
5. The Obligations must provide that the Obligations can be called for early redemption on any date beginning on or after the first interest payment date which is 10 years from the dated date of the Obligations at a redemption price of par, together with accrued interest to the date fixed for redemption.

6. The City, or an obligated person for whom financial or operating data is presented to the TWDB in the application for financial assistance either individually or in combination with other issuers of the City's Obligations, at a minimum and regardless of the amount of the Obligations, must agree to comply with requirements for continuing disclosure on an ongoing basis substantially in the manner required by the Securities and Exchange Commission (SEC) in 17 CFR § 240.15c2-12 (Rule 15c2-12) and determined as if the TWDB were a Participating Underwriter within the meaning of the rule, the continuing disclosure undertaking being for the benefit of the TWDB and the beneficial owners of the City's Obligations, if the TWDB sells or otherwise transfers the Obligations, and the beneficial owners of the TWDB's bonds if the City is an obligated person with respect to the bonds under SEC Rule 15c2-12.
7. The Obligations must require the City to levy a tax or maintain and collect sufficient rates and charges, as applicable, to produce system funds in an amount necessary to meet the debt service requirements of all outstanding obligations and to maintain the funds established and required by the Obligations.
8. The Obligations must require the City to use any proceeds from the Obligations that are determined to be remaining unused funds for enhancements to the original project that are explicitly approved by the Executive Administrator or, if no enhancements are authorized by the Executive Administrator, requiring the City to submit a final accounting and disposition of any unused funds. Remaining unused funds are those funds unspent after the original approved project is completed.
9. The Obligations must require the City to use any proceeds from the Obligations that are determined to be surplus funds in a manner approved by the Executive Administrator. Surplus funds are funds remaining after completion of the project and completion of a final accounting.
10. The Obligations must provide that the TWDB may exercise all remedies available to it in law or equity and any provision of the Obligations that restricts or limits the TWDB's full exercise of these remedies shall be of no force and effect.
11. Proceeds of this commitment are public funds. Therefore, the Obligations must require that these proceeds shall be held at a designated state depository institution or other properly chartered and authorized institution in accordance with the Public Funds Investment Act, Government Code, Chapter 2256, and the Public Funds Collateral Act, Government Code, Chapter 2257.
12. Proceeds of this commitment must not be used by the City when sampling, testing, removing, or disposing of contaminated soils or media at the project site. The Obligations must provide that the City is solely responsible for liability resulting from acts or omissions of the City, its employees, contractors, or agents arising from the sampling, analysis, transport, storage, treatment, recycling, and disposition of any contaminated sewage sludge, contaminated sediments or contaminated media that may be generated by the City, its contractors, consultants, agents, officials, and employees as a result of activities relating to the Project to the extent permitted by law.

13. Before closing, the City must submit documentation evidencing the adoption and implementation of sufficient system rates and charges or the levy of an interest and sinking tax rate sufficient for the repayment of all system debt service requirements.
14. Before closing, and if not previously provided with the application, the City must submit executed contracts for engineering, and, if applicable, financial advisor and bond counsel contracts, for the project that are satisfactory to the Executive Administrator. Fees to be reimbursed under the contracts must be reasonable in relation to the services performed, reflected in the contract, and acceptable to the Executive Administrator.
15. Before closing, when any portion of the financial assistance is to be held in escrow or in trust, the City must execute an escrow or trust agreement, approved as to form and substance by the Executive Administrator and shall submit that executed agreement to the TWDB.
16. The Executive Administrator may require the City to execute a separate financing agreement in form and substance acceptable to the Executive Administrator.
17. The Obligations must provide that the City must comply with all applicable federal laws and TWDB laws and rules related to the use of the financial assistance.
18. The Obligations must provide that the City must comply with all conditions as specified in the final environmental finding of the Executive Administrator when issued including the standard emergency discovery conditions for threatened and endangered species and cultural resources.
19. The Obligations must require the City to maintain insurance coverage sufficient to protect the TWDB's interest in the project.
20. The City must immediately notify TWDB in writing of any suit against it by the Attorney General of Texas under Texas Government Code § 2.103 and Texas Penal Code § 1.10(f), related to federal laws regulating firearms, firearm accessories, and firearm ammunition.
21. The Obligations must provide that the City must submit annually, an audit prepared by a certified public accountant in accordance with generally accepted auditing standards.

Tax-Exempt Conditions:

22. The City's bond counsel must prepare a written opinion that states that the interest on the Obligations is excludable from gross income or is exempt from federal income taxation. Bond counsel may rely on covenants and representations of the City when rendering this opinion.
23. The City's bond counsel opinion must state that the Obligations are not "private activity bonds." Bond counsel may rely on covenants and representations of the City when rendering this opinion.

24. The Obligations must prohibit the City from using the financial assistance in a manner that would cause the Obligations to become "private activity bonds" within the meaning of section 141 of the Internal Revenue Code of 1986, as amended (Code) and the Treasury Regulations promulgated under section 141 (Regulations).
25. The Obligations must provide that no portion of the proceeds of this financial assistance will be used, directly or indirectly, in a manner that would cause the Obligations to be "arbitrage bonds" within the meaning of section 148(a) of the Code and Regulations, including to acquire or to replace funds that were used, directly or indirectly, to acquire Nonpurpose Investments (as defined in the Code and Regulations) that produce a yield materially higher than the yield on the TWDB's bonds that are issued to provide the financial assistance (Source Series Bonds), other than Nonpurpose Investments acquired with:
 - a. proceeds of the TWDB's Source Series Bonds invested for a reasonable temporary period of up to three (3) years after the issue date of the Source Series Bonds until the proceeds are needed for the facilities to be financed;
 - b. amounts invested in a bona fide debt service fund, within the meaning of section 1.148-1(b) of the Regulations; and
 - c. amounts deposited in any reasonably required reserve or replacement fund to the extent the deposited amounts do not exceed the least of maximum annual debt service on the Obligations, 125% of average annual debt service on the Obligations, or 10 percent of the stated principal amount, or, in the case of a discount, the issue price of the Obligations.
26. The Obligations must require the City to take all necessary steps to comply with the requirement that certain amounts earned on the investment of gross proceeds of the Obligations be rebated to the federal government to satisfy the requirements of section 148 of the Code. The Obligations must provide that the City must:
 - a. account for all Gross Proceeds, as defined in the Code and Regulations, (including all receipts, expenditures, and investments) on its books of account separately and apart from all other funds, including receipts, expenditures, and investments, and retain all records of the accounting for at least six years after the final Computation Date. The City may, however, to the extent permitted by law, commingle Gross Proceeds of this financial assistance with other money of the City, provided that the City separately accounts for each receipt and expenditure of the Gross Proceeds and the obligations acquired those proceeds;
 - b. calculate the Rebate Amount, as defined in the Code and Regulations, with respect to this financial assistance, not less frequently than each Computation Date, in accordance with rules set forth in section 148(f) of the Code, section 1.148-3 of the Regulations, and related rulings. The City must maintain a copy of the calculations for at least six years after the final Computation Date;

- c. as additional consideration for the making of this commitment, and to induce the financial assistance by measures designed to ensure the excludability of the interest on the TWDB's Source Series Bonds from the gross income of the owners for federal income tax purposes, pay to the United States the amount described in paragraph (b) above within 30 days after each Computation Date; and
 - d. exercise reasonable diligence to assure that no errors are made in the calculations required by paragraph (b) and, if an error is made, to discover and promptly to correct the error within a reasonable amount of time after including payment to the United States of any interest and any penalty required by the Regulations.
- 27. The Obligations must prohibit the City from taking any action that would cause the interest on the Obligations to be includable in gross income for federal income tax purposes.
- 28. The Obligations must provide that the City will not cause or permit the Obligations to be treated as "federally guaranteed" obligations within the meaning of section 149(b) of the Code.
- 29. The transcript must include a No Arbitrage Certificate or similar Federal Tax Certificate setting forth the City's reasonable expectations regarding the use, expenditure, and investment of the proceeds of the Obligations.
- 30. The Obligations must provide that the City will refrain from using the proceeds provided by this TWDB commitment or the proceeds of any prior bonds to pay debt service on another issue more than 90 days after the date of issue of the Obligations in contravention of the requirements of section 149(d) of the Code, relating to advance refundings.
- 31. The transcript must include evidence that the information reporting requirements of section 149(e) of the Code will be satisfied. This requirement may be satisfied by filing an IRS Form 8038 with the Internal Revenue Service. In addition, the applicable completed IRS Form 8038 or other evidence that the information reporting requirements of section 149(e) have been satisfied must be provided to the Executive Administrator within fourteen (14) days of closing. The Executive Administrator may withhold the release of funds for failure to comply.
- 32. The Obligations must provide that neither the City nor a related party will acquire any of the TWDB's Source Series Bonds in an amount related to the amount of the Obligations to be acquired from the City by the TWDB.
- 33. Before closing, the City must provide certification that the average weighted maturity of the Obligations purchased by the TWDB does not exceed 120% of the average reasonably expected economic life of the Project.

State Revolving Fund Conditions:

34. The City must submit outlay reports on a quarterly or monthly basis with sufficient documentation on costs in accordance with TWDB outlay report guidelines.
35. The Obligations must provide that all laborers and mechanics employed by contractors and subcontractors for projects be paid wages at rates not less than those prevailing on projects of a similar character in the locality in accordance with the Davis-Bacon Act, and the U.S. Department of Labor's implementing regulations. The City, all contractors, and all sub-contractors must ensure that all project contracts mandate compliance with Davis-Bacon. All contracts and subcontracts for the construction of the project carried out in whole or in part with financial assistance made available as provided must insert in full in any contract in excess of \$2,000 the contract clauses as provided by the TWDB.
36. The Obligations must provide that the City shall provide the TWDB with all information required to be reported in accordance with the Federal Funding Accountability and Transparency Act of 2006, Pub. L. 109-282, as amended by Pub. L. 110-252. The City shall obtain a Unique Entity Identification Number and shall register with System for Award Management (SAM) and maintain current registration at all times during which the Obligations are outstanding.
37. The Obligations must provide that all proceeds of this financial assistance will be timely and expeditiously used, as required by 40 CFR § 35.3135(d), and must provide that the City will adhere to the approved project schedule.
38. The Obligations and Principal Forgiveness Agreement must provide that the City will abide by all applicable construction contract requirements related to the use of iron and steel products produced in the United States, as required by 31 TAC § 375.3, 33 U.S.C. § 1388, and related State Revolving Fund Policy Guidelines.
39. The Obligations and Principal Forgiveness Agreement must provide that the City will abide by all applicable requirements related to the Build America, Buy America Act, Public Law 117-58.
40. The Obligations must provide that the City must comply with the requirements set forth in 33 U.S.C. § 1382 *et seq.* related to maintaining project accounts containing financial assistance for planning, design, acquisition, or construction in accordance with generally accepted accounting principles (GAAP). These standards and principles also apply to the reporting of underlying infrastructure assets.
41. The Obligations and Principal Forgiveness Agreement must provide that the City shall abide by the prohibition on certain telecommunications and video surveillance services or equipment as required by 2 CFR § 200.216.

Clean Water State Revolving Fund Conditions:

42. The City must pay at closing an origination fee approved by the Executive Administrator of the TWDB pursuant 31 TAC Chapter 375.

43. Before release of funds for professional consultants including, but not limited to, the engineer, financial advisor, and bond counsel, as appropriate, the City must provide documentation that it has met all applicable state procurement requirements as well as all federal procurement requirements under the Disadvantaged Business Enterprises program.
44. Before release of funds for professional services related to architecture or engineering, including but not limited to contracts for program management, construction management, feasibility studies, preliminary engineering, design, engineering, surveying, mapping, or other architectural and engineering services as defined in 40 U.S.C. § 1102(2)(A)–(C), the City must provide documentation that it has met all applicable federal procurement requirements as more specifically set forth in 40 U.S.C. § 1101 *et seq* and 33 U.S.C. § 1382(b)(14).

Pledge Conditions:

45. the Obligations must provide as follows:
 - a. if system revenues are actually on deposit in the Interest and Sinking Fund in advance of the time when ad valorem taxes are scheduled to be levied for any year, then the amount of taxes which otherwise would have been required to be levied and collected may be reduced to the extent and by the amount of revenues then on deposit in the Interest and Sinking Fund; or
 - b. if surplus revenues are based upon budgeted amounts:
 - i. the Obligations must require that the City transfer and deposit into the Interest and Sinking Fund each month an amount of not less than 1/12th of the annual debt service on the Obligations until the amount on deposit in the Interest and Sinking Fund equals the amount required for annual debt service on the Obligations; further, that the ordinance authorizing the issuance of the Obligations must include a requirement that the City shall not transfer any funds from the City's pledged system revenues to any fund other than the Interest and Sinking Fund until an amount equal to the annual debt service on the Obligations for the then-current fiscal year has been deposited in the Interest and Sinking Fund;
 - ii. the Obligations must require that for each year the Obligations are outstanding, and before the time taxes are to be levied for that year, the City shall establish, adopt, and maintain an annual budget that provides for either the monthly deposit of sufficient surplus pledged revenues or tax revenues or both, the monthly deposit of any other legally available funds on hand at the time of the adoption of the annual budget, or a combination of these, into the Interest and Sinking Fund for the repayment of the Obligations; and
 - iii. the Obligations must require that the City shall at all times maintain and collect sufficient rates and charges in conjunction with any other

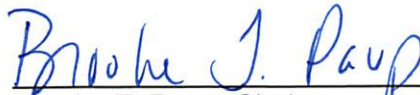
legally available funds so that after payment of the costs of operating and maintaining the system, it produces revenues in an amount not less than 1.10 times debt service requirements of all outstanding Obligations of the City and other obligations of the City which are secured in whole or in part by the pledged revenues, for which the City is budgeting the repayment of the Obligations, or the City shall provide documentation which evidences the levy and collection of an ad valorem tax rate dedicated to the Interest and Sinking Fund, in conjunction with any other legally available funds, sufficient for the repayment of debt service requirements.

Special Conditions:

46. Before closing, the City must execute a Principal Forgiveness Agreement in a form and substance acceptable to the Executive Administrator.
47. The Principal Forgiveness Agreement must state that the City shall return any principal forgiveness funds that are determined to be surplus funds in a manner determined by the Executive Administrator.

APPROVED and ordered of record this 15th day of August 2024.

TEXAS WATER DEVELOPMENT BOARD



Brooke T. Paup, Chairwoman

DATE SIGNED: 8/15/24

ATTEST:



Bryan McMath, Interim Executive Administrator

EXHIBIT B
City of Jacksonville's Resolution

EXHIBIT C

List of Federal Laws and Authorities (Cross-Cutters)

The basic rules for complying with cross-cutting federal authorities are set-out in the CWSRF regulations at 40 C.F.R. § 35.3145 and in the DWSRF regulations at 40 C.F.R. § 35.3575. A list of and link to these authorities is provided below and also available from the Environmental Protection Agency (EPA) at: <https://www.epa.gov/drinkingwatersrf>. A handbook on the applicability of the cross-cutting federal authorities is available from EPA at <https://www.epa.gov/sites/production/files/2015-08/documents/crosscutterhandbook.pdf>.

Environmental Authorities

- Archeological and Historic Preservation Act of 1974, Pub. L. 86-523, as amended
- Clean Air Act, Pub. L. 84-159, as amended
- Coastal Barrier Resources Act, Pub. L. 97-348
- Coastal Zone Management Act, Pub. L. 92-583, as amended
- Endangered Species Act, Pub. L. 93-205, as amended
- Environmental Justice, Executive Order 12898
- Floodplain Management, Executive Order 11988 as amended by Executive Order 12148
- Protection of Wetlands, Executive Order 11990
- Farmland Protection Policy Act, Pub. L. 97-98
- Fish and Wildlife Coordination Act, Pub. L. 85-624, as amended
- National Historic Preservation Act of 1966, PL 89-665, as amended
- Safe Drinking Water Act, Pub. L. 93-523, as amended
- Wild and Scenic Rivers Act, Pub. L. 90-542, as amended

Economic and Miscellaneous Authorities

- Demonstration Cities and Metropolitan Development Act of 1966, Pub. L. 89-754, as amended, Executive Order 12372
- Procurement Prohibitions under Section 306 of the Clean Air Act and Section 508 of the Clean Water Act, including Executive Order 11738, Administration of the Clean Air Act and the Federal Water Pollution Control Act with Respect to Federal Contracts, Grants, or Loans
- Procurement Requirements for Architectural and Engineering Services under 40 U.S.C. § 1101 and Section 602 of the Clean Water Act
- Uniform Relocation and Real Property Acquisition Policies Act, Pub. L. 91-646, as amended
- Debarment and Suspension, Executive Order 12549

Social Policy Authorities

- Age Discrimination Act of 1975, Pub. L. 94-135
- Title VI of the Civil Rights Act of 1964, Pub. L. 88-352 (2)
- Section 13 of the Federal Water Pollution Control Act Amendments of 1972, Pub. L. 92-500 (the Clean Water Act)
- Section 504 of the Rehabilitation Act of 1973, Pub. L. 93-112 (including Executive Orders 11914 and 11250)
- Equal Employment Opportunity, Executive Order 11246
- Women's and Minority Business Enterprise, Executive Orders 11625, 12138 and 12432
- Section 129 of the Small Business Administration Reauthorization and Amendment Act of 1988, Pub. L. 100-590

The Civil Rights Act and related anti-discrimination statutes apply to all the operations of the SRF program.

EXHIBIT D

Davis-Bacon Contract and Subcontract Provisions

(3) CONTRACT AND SUBCONTRACT PROVISIONS.

(a) The subrecipient(s) shall insert in full in any contract in excess of \$2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of treatment work under the CWSRF or a construction project under the DWSRF financed in whole or in part from Federal funds or in accordance with guarantees of a Federal agency or financed from funds obtained by pledge of any contract of a Federal agency to make a loan, grant or annual contribution (except where a different meaning is expressly indicated), and which is subject to the labor standards provisions of any of the acts listed in 29 CFR 5.1 the Water Resources Reform and Development Act of 2014, for a CWSRF-funded project or the Consolidated Appropriations Act, 2016 (or subsequent federal law) for a DWSRF-funded project the following clauses:

(1) Minimum Wages

(i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

Subrecipients may obtain wage determinations from the U.S. Department of Labor's web site, <https://beta.sam.gov>.

(ii)(A) The subrecipient(s), on behalf of EPA, shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The TWDB shall approve a request for an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the subrecipient(s) agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), documentation of the action taken and the request, including the local wage determination shall be sent by the subrecipient (s) to the TWDB. TWDB will transmit the request, to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210 and to the EPA DB Regional Coordinator concurrently. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification request within 30 days of receipt and so advise the TWDB or will notify the TWDB within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the subrecipient(s) do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the TWDB shall refer the request and the local wage determination, including the views of all interested parties and the recommendation of TWDB, to the Administrator for determination. The request shall be sent to the EPA DB Regional Coordinator concurrently. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt of the request and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii)(B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) Withholding

The subrecipient(s) shall, upon written request of the EPA Award Official or an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the EPA may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or

her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The contractor shall submit weekly, for each week in which any contract work is performed, a copy of all payrolls to the subrecipient, that is, the entity that receives the funds from the TWDB. Such documentation shall be available on request of the TWDB or EPA. As to each payroll copy received, the subrecipient shall provide written confirmation in a form satisfactory to the TWDB indicating whether or not the project is in compliance with the requirements of 29 CFR 5.5(a)(1) based on the most recent payroll copies for the specified week. The payrolls shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on the weekly payrolls. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the subrecipient(s) for transmission to the TWDB or EPA if requested by EPA, the TWDB, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the subrecipient(s).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the TWDB, EPA or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the EPA or TWDB may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess

of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) Compliance with Copeland Act requirements

The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) Subcontracts.

The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the EPA determines may be appropriate, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) Contract termination; debarment.

A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis-Bacon and Related Act requirements.

All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) Disputes concerning labor standards.

Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and subrecipient(s), TWDB, EPA, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility.

(i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

4. CONTRACT PROVISIONS FOR CONTRACTS IN EXCESS OF \$100,000

(a) Contract Work Hours and Safety Standards Act. The subrecipient shall insert the following clauses set forth in paragraphs (a)(1), (2), (3), and (4) of this section in full in any contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by Item 3, above or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

(1) Overtime requirements

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages.

In the event of any violation of the clause set forth in paragraph (a)(1) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (a)(1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (a)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages

The subrecipient, upon written request of the EPA Award Official or an authorized representative of the Department of Labor, shall withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (a)(2) of this section.

(4) Subcontracts

The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (a)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (a)(1) through (4) of this section.

(b) In addition to the clauses contained in Item 3, above, in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in 29 CFR 5.1, the Subrecipient shall insert a clause requiring that the contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the Subrecipient shall insert in any such contract a clause providing that the records to be maintained under this paragraph shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the EPA, TWDB and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

(5) COMPLIANCE VERIFICATION

(a) The subrecipient shall periodically interview a sufficient number of employees entitled to DB prevailing wages (covered employees) to verify that contractors or subcontractors are paying the appropriate wage rates. As provided in 29 CFR 5.6(a)(6), all interviews must be conducted in confidence. The subrecipient must use Standard Form 1445 (SF 1445) found in TWDB guidance document TWDB-0156 or equivalent documentation to memorialize the interviews. Copies of the SF 1445 are also available from EPA on request.

(b) The subrecipient shall establish and follow an interview schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. Subrecipients must conduct more frequent interviews if the initial interviews or other information indicated that there is a risk that the contractor or subcontractor is not complying with DB. Subrecipients shall immediately conduct interviews in response to an alleged violation of the prevailing wage requirements. All interviews shall be conducted in confidence.

(c) The subrecipient shall periodically conduct spot checks of a representative sample of weekly payroll data to verify that contractors or subcontractors are paying the appropriate wage rates. The subrecipient shall establish and follow a spot check schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. At a minimum, if practicable, the subrecipient should spot check payroll data within two weeks of each contractor or subcontractor's submission of its initial payroll data and two weeks prior to the completion date the contract or subcontract. Subrecipients must conduct more frequent spot checks if the initial spot check or other information indicates that there is a risk that the contractor or subcontractor is not complying with DB. In addition, during the examinations the subrecipient shall verify evidence of fringe benefit plans and payments there under by contractors and subcontractors who claim credit for fringe benefit contributions.

(d) The subrecipient shall periodically review contractors and subcontractor's use of apprentices and trainees to verify registration and certification with respect to apprenticeship and training programs approved by either the U.S Department of Labor or a state, as appropriate, and that contractors and subcontractors are not using disproportionate numbers of, laborers, trainees and apprentices. These reviews shall be conducted in accordance with the schedules for spot checks and interviews described in Item 5(b) and (c) above.

(e) Subrecipients must immediately report potential violations of the DB prevailing wage requirements to the EPA Region 6 DB Coordinator, TWDB, and to the appropriate DOL Wage and Hour District Office listed at <http://www.dol.gov/whd/america2.htm>.

EXHIBIT E
Project Schedule



Project Schedule

Jacksonville

73955 - Double Creek WWTP Upgrade & Expansion

Task	Schedule date
Engineering Feasibility Report Completion (End of Planning Phase)	6/2/2025
Design Phase Complete	12/15/2025
Start of Construction	3/1/2026
Construction Completion	8/15/2027

EXHIBIT F
Project Budget



Project Budget

Jacksonville

73955 - Double Creek WWTP Upgrade & Expansion

Budget Items	TWDB Commitment L1001883	TWDB Commitment LF1001882	Total Project Cost
Construction			
Construction	\$2,378,500	\$6,521,500	\$8,900,000
Subtotal for Construction	\$2,378,500	\$6,521,500	\$8,900,000
Basic Engineering Services			
Construction Engineering	\$0	\$200,000	\$200,000
Design	\$0	\$600,000	\$600,000
Planning	\$0	\$250,000	\$250,000
Subtotal for Basic Engineering Services	\$0	\$1,050,000	\$1,050,000
Special Services			
Environmental	\$0	\$75,000	\$75,000
Geotechnical	\$0	\$30,000	\$30,000
Inspection	\$0	\$200,000	\$200,000
Special Service Other (Asset Management Plan)	\$100,000	\$0	\$100,000
Surveying	\$0	\$75,000	\$75,000
Subtotal for Special Services	\$100,000	\$380,000	\$480,000
Fiscal Services			
Bond Counsel	\$35,000	\$0	\$35,000
Financial Advisor	\$75,000	\$0	\$75,000
Loan Origination Fee	\$61,143	\$0	\$61,143
Subtotal for Fiscal Services	\$171,143	\$0	\$171,143
Other			
Land/Easements Acquisition	\$0	\$200,000	\$200,000
Project Legal Expenses	\$75,000	\$0	\$75,000
Subtotal for Other	\$75,000	\$200,000	\$275,000
Contingency			
Contingency	\$830,357	\$0	\$830,357
Subtotal for Contingency	\$830,357	\$0	\$830,357
Total	\$3,555,000	\$8,151,500	\$11,706,500

EXHIBIT G
Escrow Agreement

EXHIBIT B
ESCROW AGREEMENT

ESCROW AGREEMENT

THIS ESCROW AGREEMENT, dated as of November 12, 2024, made by and between the City of Jacksonville, Texas, a political subdivision of the State of Texas in Cherokee County (the "*City*"), and BOKF, NA, Dallas, Texas, a banking association duly organized and existing under the laws of the United States of America, or its successors (the "*Bank*"), as Escrow Agent (the "*Escrow Agent*") together with any successor in such capacity:

W I T N E S S E T H:

WHEREAS, pursuant to a Resolution finally adopted on November 12, 2024 (the "*Resolution*") the City authorized the issuance of a Principal Forgiveness Agreement, the City will accept certain contractual obligations related to the sale of its "Combination Tax and Surplus Water and Sewer System Revenue Certificates of Obligation, Series 2024B" (the "*Obligations*") to obtain financial assistance from the Texas Water Development Board ("*TWDB*") for the purpose of funding the costs of improving and extending the City's waterworks and sewer system (the "*System*"), to wit: (i) constructing, acquiring, purchasing, renovating, equipping, enlarging, and improving the City's Sewer System, including the planning, acquisition, design and construction of improvements to the City's Double Creek Wastewater Treatment Plant and an equalization basin, (ii) the purchase of materials, supplies, equipment, land, and rights-of-way for authorized needs and purposes relating to the City's Sewer System improvements, and (iii) the payment of professional services relating to the design, construction, project management, and financing of the aforementioned capital improvements (the "*Project*"); and

WHEREAS, the Escrow Agent is a bank located in the State of Texas that is an insured depository institution with the Federal Deposit Insurance Corporation (the "*FDIC*") that has been designated a state depository institution by the Texas Office of the Comptroller and is otherwise qualified and empowered to enter into this Escrow Agreement, and hereby acknowledges its acceptance of the terms and provisions hereof; and

WHEREAS, a condition of the Obligations is the deposit of the proceeds of the Obligations (the "*Proceeds*") in escrow subject to being withdrawn only with the approval of the Executive Administrator or another designated representative; provided, however, the Proceeds can be transferred to different investments so long as all parties hereto consent to such transfer;

NOW, THEREFORE, in consideration of the mutual agreements herein contained and in consideration of the amount to be paid by the City to the Escrow Agent, as set forth on Exhibit A, the receipt of which is hereby acknowledged, and in order to secure the delivery of the Obligations, the parties hereto mutually undertake, promise and agree for themselves, their respective representatives and successors, as follows

SECTION 1: ESCROW ACCOUNT. Upon the delivery of the Obligations described above, the Proceeds identified under TWDB Commitment No. LF1001882 shall be deposited to the credit of a special escrow account(s) or escrow subaccount(s) (the "*Escrow Account*") maintained at the Escrow Agent on behalf of the City and the TWDB and shall not be commingled with any other accounts or with any other proceeds or funds. The Proceeds received by the Escrow Agent under this Agreement shall not be considered as a banking deposit by the City, and the Escrow Agent shall have no right to title with respect thereto except as Escrow Agent under the terms of this Agreement.

The Escrow Account shall be entitled "TWDB Commitment No. LF1001882, City of Jacksonville, Texas Principal Forgiveness Agreement" and shall not be subject to warrants, drafts or checks drawn by the City but shall be disbursed or withdrawn to pay the costs of the Project for which the Obligations were issued or other purposes in accordance with the Ordinance and solely upon written authorization from the Executive Administrator, or his/her designated representative. The Escrow Agent shall provide to the City and to the TWDB the Escrow Account(s) bank statements upon request.

SECTION 2: COLLATERAL. All cash deposited to the credit of such Escrow Account and any accrued interest in excess of the amounts insured by the FDIC and remaining uninvested under the terms of this Agreement shall be continuously secured by a valid pledge of direct obligations of the United States of America or other collateral meeting the requirements of the Public Funds Collateral Act, Chapter 2257, TEX. GOV'T CODE ANN., as amended.

SECTION 3: INVESTMENTS. While the Proceeds are held in escrow, the Bank shall only invest Proceeds in investments that are authorized by the Public Funds Investment Act, Chapter 2256, TEX. GOV'T CODE ANN., as amended. It is the City's responsibility to direct the Escrow Agent to invest all public funds in a manner that is consistent not only with the Public Funds Investment Act but also with its own written investment policy.

SECTION 4: DISBURSEMENTS. The Bank shall not honor any disbursement from the Escrow Account, or any portion thereof, unless and until it has been supplied with written approval and consent by the Executive Administrator of the TWDB or another designated TWDB representative. However, no written approval and consent by the Executive Administrator shall be required if the disbursement involves transferring Proceeds from one investment to another provided that all such investments are consistent with the requirements of the Public Funds Investment Act.

SECTION 5: UNEXPENDED FUNDS. Any Proceeds remaining unexpended in the Escrow Account after completion of the Project and after the final accounting has been submitted to and approved by the TWDB shall be disposed of pursuant to the provisions of the Ordinance. The City shall deliver a copy of such TWDB approval of the final accounting to the Escrow Agent together with instructions concerning the disbursement of unexpended Proceeds hereunder. The Escrow Agent shall have no obligation to ensure that such unexpended Proceeds are used as required by the provisions of the Ordinance, that being the sole obligation of the City.

SECTION 6: CERTIFICATIONS. The Bank shall be authorized to accept and rely upon the certifications and documents furnished to the Bank by the City and shall not be liable for the payment of any funds made in reliance in good faith upon such certifications or other documents or approvals, as herein recited.

SECTION 7: LIABILITY OF ESCROW AGENT. To the extent permitted by law, the Escrow Agent shall not be liable for any act done or step taken or omitted by it or any mistake of fact or law, except for its negligence or default or failure in the performance of any obligation imposed upon it hereunder. The Escrow Agent shall not be responsible in any manner for any proceedings in connection with the Obligations or any recitation contained in the Obligations.

SECTION 8: RECORDS. The Escrow Agent will keep complete and correct books of record and account relating to the receipts, disbursements, allocations and application of the money deposited to the Escrow Account, and investments of the Escrow Account and all

proceeds thereof. The records shall be available for inspection and copying at reasonable hours and under reasonable conditions by the City and the TWDB.

SECTION 9: MERGER/CONSOLIDATION. In the event that the Escrow Agent merges or consolidates with another bank or sells or transfers substantially all of its assets or corporate trust business, then the successor bank shall be the successor Escrow Agent without the necessity of further action as long as the successor bank is a state or national bank as well as an FDIC-insured depository institution. The Escrow Agent must provide the TWDB with written notification within 30 days of acceptance of the merger, consolidation, or transfer. If the merger, consolidation or other transfer has occurred between state banks, the newly-created entity shall forward the certificate of merger or exchange issued by the Texas Department of Banking as well as the statement filed with the pertinent chartering authority, if applicable, to the TWDB within a reasonable time of such merger, consolidation or exchange.

SECTION 10: AMENDMENTS. This Agreement may be amended from time to time as necessary with the written consent of the City and the TWDB, but no such amendments shall increase the liabilities or responsibilities or diminish the rights of the Bank without its consent.

SECTION 11: TERMINATION. In the event that this Agreement is terminated by either the City or by the Escrow Agent, the Escrow Agent must report said termination in writing to the TWDB within five business days of such termination. The City is responsible for ensuring that the following criteria are satisfied in selecting the successor escrow agent and notifying the TWDB of the change in escrow agents: (a) the successor escrow agent must be an FDIC-insured state or national bank designated by the Texas Comptroller as a state depository; (b) the successor escrow agent must be retained prior to or at the time of the termination; (c) an escrow agreement must be executed by and between the City and the successor escrow agent and must contain the same or substantially similar terms and conditions as are present in this Agreement; and (d) the City must forward a copy of the executed escrow agreement with the successor escrow agent within 5 business days of said termination. No funds shall be released by the TWDB until it has received, reviewed and approved the escrow agreement with the successor escrow agent. If the City has not appointed a successor escrow agent within thirty (30) days of the notice of termination, the Escrow Agent may petition any court of competent jurisdiction in Texas for the appointment of a successor escrow agent or for other appropriate relief, and any such resulting appointment shall be binding upon the City. Whether appointed by the City or a court, the successor escrow agent and escrow agreement must be approved by the TWDB for the appointment to be effective. The Escrow Agent is responsible for performance under this Agreement until a successor has been approved by the TWDB and has signed an acceptable escrow agreement.

SECTION 12: EXPIRATION. This Agreement shall expire upon final transfer of the funds in the Escrow Account to the City.

SECTION 13: POINT OF CONTACT. The points of contact for the Escrow Agent and the TWDB are as follows:

BOKF, NA
5956 Sherry Lane, Suite 900
Dallas, Texas 75225
Attention: Corporate Trust

Bryan McMath
Executive Administrator
Texas Water Development Board
1700 North Congress Avenue
Austin, Texas 78701

SECTION 14: **CHOICE OF LAW.** This Agreement shall be governed exclusively by the applicable laws of the State of Texas. Venue for disputes shall be in the District Court of Travis County, Texas.

SECTION 15: **ASSIGNABILITY.** This Agreement shall not be assignable by the parties hereto, in whole or in part, and any attempted assignment shall be void and of no force and effect.

SECTION 16: **ENTIRE AGREEMENT.** This Agreement evidences the entire Escrow Agreement between the Escrow Agent and the City and supersedes any other agreements, whether oral or written, between the parties regarding the Proceeds or the Escrow Account. No modification or amendment of this Agreement shall be valid unless the same is in writing and is signed by the City and consented to by the Escrow Agent and the TWDB.

SECTION 17: **VALIDITY OF PROVISIONS.** If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

SECTION 18: **COMPENSATION FOR ESCROW SERVICES.** The Escrow Agent shall be entitled to compensation for its services as stated in Exhibit A, which compensation shall be paid by the City but may not be paid directly from the Escrow Account; provided however, notwithstanding anything herein or in Exhibit A to the contrary, the aggregate value of this Agreement shall not exceed the dollar limitation set forth in Section 2271.002(a)(2) and Section 2274.002(a)(2) of the Texas Government Code, as amended.

SECTION 19: **IRAN, SUDAN AND FOREIGN TERRORISTS ORGANIZATIONS.** The Escrow Agent represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Government Code. The foregoing representation excludes the Bank and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization. The Bank understands "affiliate" to mean any entity that controls, is controlled by, or is under common control with the Bank within the meaning of SEC Rule 405, 17 C.F.R. § 230.405, and exists to make a profit. Liability for breach of any such representation during the term of this Escrow Agreement shall survive until barred by the applicable statute of limitations, and shall not be liquidated or otherwise limited by any provision of this Escrow Agreement, notwithstanding anything in this Escrow Agreement to the contrary.

[remainder of page left blank intentionally]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

CITY OF JACKSONVILLE, TEXAS

By: _____
Mayor

Address: 315 S. Ragsdale Street
Jacksonville, Texas 75766

ATTEST:

City Clerk

BOKF, NA, Dallas, Texas, as Escrow Agent

By _____

Title: _____

Address: 5956 Sherry Lane, Suite 900
Dallas, Texas 75225

EXHIBIT A
BANK FEES



Jacksonville City Council

AGENDA ITEM REPORT

AGENDA DATE:	<u>11/12/2024</u>	ITEM NUMBER:	<u>22.</u>
DEPARTMENT:	<u>Council and Board</u>	PREPARED BY:	<u></u>
INITIATED BY:	<u></u>	EXHIBITS:	<u>September 2024 Financial Report, Library Report October 2024, Circulation Report October 2024, Museum Report October 2024, JFD Report October 2024, JPD Report October 2024, CPS Report October 2024</u>
ITEM TITLE:	<u>CITY MANAGER REPORT</u>		

EXECUTIVE SUMMARY:

RECOMMENDED ACTION:

BID AND AWARD:

BUDGET DATA:

BUDGET JUSTIFICATION:

STRATEGY MAP

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

POLICY/GOAL CONSIDERATION:**LEGAL:**

DELIBERATELY BETTER.



Monthly Financial Report for the period ending September 30, 2024

OVERVIEW

September 30th marks the end of the year of the FY24 budget year. Therefore, the year-to-date budget percentage for budgetary comparison is 100%.

As of September 30th, 2024 general & utility fund combined revenue is \$22,967,466. This amount is less than budgeted expectations at 95.7% of the annual budgeted amount. FY 2024 revenue is decreased \$(9,958), or (0.04)%, from FY 2023.

General & utility fund combined expenditures of \$22,604,662 are less than revenue received. This amount is also less than budgeted expectations at 91.2% of the annual budgeted amount. FY 2024 expenditures are decreased \$(839,877), or (3.6)%, from FY 2023.

YEAR TO DATE (YTD) ACTIVITY

- ⬆️ Property Taxes are 98.4% of the Y-T-D projection.
- ⬆️ Sales Taxes are 97.7% of the Y-T-D projection.
- ⬆️ Sanitation Fees are 100.2% of the Y-T-D projection.
- ⬆️ EMS/Ambulance Service Fees are 99.2% of the Y-T-D projection.
- ⬆️ Water Sales are 93.1% of the Y-T-D projection.
- ⬆️ Sewer Sales are 94.2% of the Y-T-D projection.

COMPARISON TO LAST YEAR

- ⬆️ Property Taxes are 107.6% of prior year.
- ⬆️ Sales Taxes are 99.8% of prior year.
- ⬆️ Sanitation Fees are 105.7% of prior year.
- ⬆️ EMS/Ambulance Service Fees are 125.0% of prior year.
- ⬆️ Water Sales are 94.1% of prior year.
- ⬆️ Sewer Sales are 117.4% of prior year.

GENERAL FUND REVENUE

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

	September 2024				Year-To-Date				Annual			Prior Year		
	Signal	Actual	Projected	%	Signal	Actual	Projected	%	Actual	Projected	%	Actual	Projected	%
Taxes		\$ 316,104	\$ 703,930	44.9%		\$ 8,287,350	\$ 8,447,162	98.1%	\$ 8,287,350	\$ 8,447,162	98.1%	\$ 7,941,629	\$ 8,113,397	97.9%
Franchise Fees		50,238	106,833	47.0%		1,325,070	1,282,000	103.4%	1,325,070	1,282,000	103.4%	1,329,447	1,330,000	100.0%
Intergovernmental Revenue		-	12,500	0.0%		155,000	150,000	103.3%	155,000	150,000	103.3%	428,986	358,419	119.7%
Fines & Forfeiture		36,850	46,904	78.6%		499,299	562,850	88.7%	499,299	562,850	88.7%	496,841	488,492	101.7%
License & Permits		2,562	3,817	67.1%		47,139	45,800	102.9%	47,139	45,800	102.9%	68,982	48,358	142.6%
Fees & Charges For Services		218,936	230,901	94.8%		2,748,990	2,770,807	99.2%	2,748,990	2,770,807	99.2%	2,535,676	2,530,813	100.2%
Investment Income		81,666	32,083	254.5%		440,377	385,000	114.4%	440,377	385,000	114.4%	394,252	253,277	155.7%
Miscellaneous Receipts		21,364	21,298	100.3%		260,492	255,573	101.9%	260,492	255,573	101.9%	339,261	214,093	158.5%
Transfers In		127,754	127,675	100.1%		1,533,085	1,532,105	100.1%	1,533,085	1,532,105	100.1%	2,003,715	2,003,716	100.0%
Total Revenues		\$ 855,473	\$ 1,285,941	66.5%		\$ 15,296,802	\$ 15,431,297	99.1%	\$ 15,296,802	\$ 15,431,297	99.1%	\$ 15,538,788	\$ 15,340,565	101.3%

YEAR-TO-DATE OVERVIEW

September 30th, 2024 marks the end of the year of the FY24 budget year. General fund non-property tax revenue of \$10,340,962 is \$(54,396) less than projected. Total revenue, including property taxes, is \$(134,495) less than projected and is decreased (1.6)% from last fiscal year.

PROPERTY TAXES

Tax collection of \$4,955,840 ended the year \$(80,099) less than projected but is increased \$351,435, or 7.6%, over last fiscal year.

The majority of property tax receipts are received during the first five months of the fiscal year. Taxes are due by January 31st annually, after that time accounts become past due and penalties and interest begin accruing.

SALES TAXES

Through September 30th \$3,331,510 of sales tax revenue has been received. Receipts are \$(79,713) less than projected and are decreased \$(5,713) from last fiscal year.

FRANCHISE FEES

Year-to-date franchise fees total \$1,325,070. Receipts are \$43,070 greater than projected but are decreased (0.3)%, or \$(4,377), from last fiscal year.

INTERGOVERNMENTAL REVENUE

Intergovernmental revenue is comprised of local, county, state, and federal grants and reimbursements received by the city. Through September 30th, 2024 \$155,000 has been received for our Great Jacksonville Cleanup event and from JEDCO for demolition efforts.

MUNICIPAL COURT

Revenue of \$499,299 ended the year \$(63,551) less than projected however, collections are increased \$2,458 over fiscal year 2023.

LICENSES & PERMITS

Revenue of \$47,139 is \$1,339 greater than the year-to-date projection but is decreased \$(21,843) from FY 2023 receipts.

FEES & CHARGES FOR SERVICES

Fees & charges for services revenue year-to-date is \$2,748,990, which is \$(21,817) less than the year-to-date projection. Collections are increased \$213,314, or 8.4%, over last fiscal year's receipts. This category is primarily made up of sanitation fees, EMS/ambulance service fees, and Lake Jacksonville leases.

INVESTMENT INCOME

Revenue of \$440,377 is \$55,377 greater than the year-to-date projection. Interest received on the city's investments is increased \$46,126 over FY 2023.

MISCELLANEOUS RECEIPTS

As of September 30th \$260,492 of miscellaneous revenue was received. Collections are \$4,919 greater than the year-to-date projection but are decreased \$(78,769) from prior year.

TRANSFERS IN

Monthly transfers reimburse the general fund for the transferring fund's share of general, administrative, and other applicable expenses.

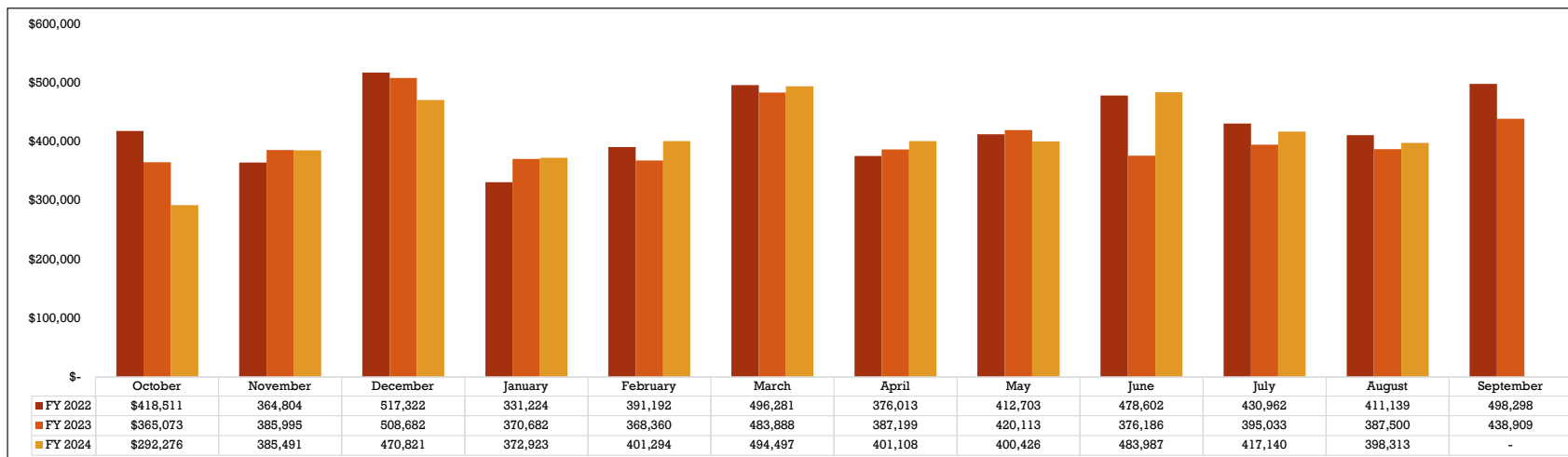
Total FY 2024 Transfers to General Fund:

- Water/Wastewater Utility \$1,472,014
- Hotel/Motel Occ Tax 52,551
- Court Security 7,540



Sales Tax History: Fiscal Years 2022 - 2024

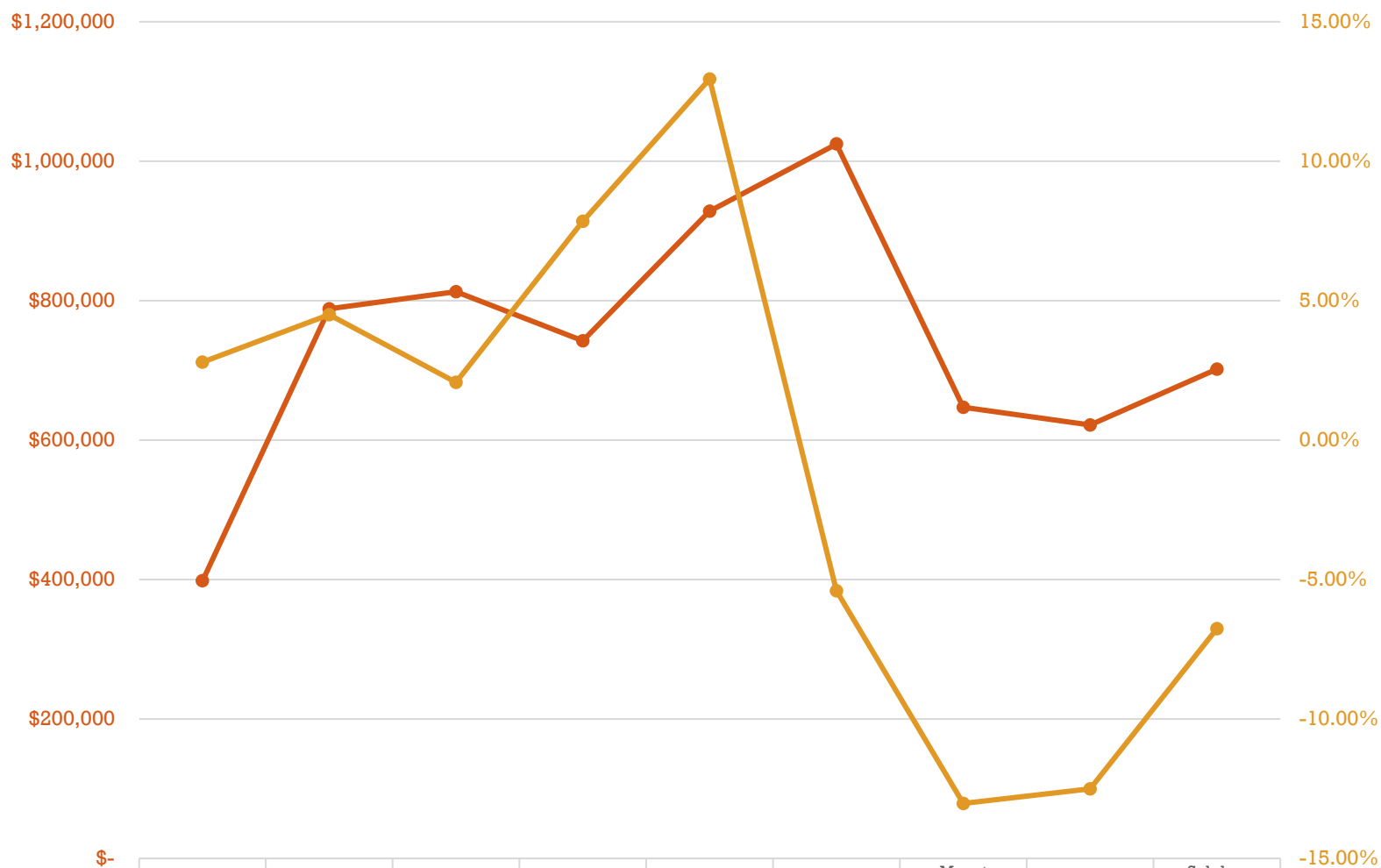
FY 2022					FY 2023					FY 2024				
	CITY	JEDCO	TOTAL	CUMULATIVE		CITY	JEDCO	TOTAL	CUMULATIVE		CITY	JEDCO	TOTAL	CUMULATIVE
	66.67%	33.33%	100.00%	TOTAL		66.67%	33.33%	100.00%	TOTAL		66.67%	33.33%	100.00%	TOTAL
October	\$ 279,008	\$ 139,504	\$ 418,511	\$ 418,511	October	\$ 243,382	\$ 121,691	\$ 365,073	\$ 365,073	October	\$ 194,851	\$ 97,425	\$ 292,276	\$ 292,276
November	243,203	121,601	364,804	783,316	November	257,330	128,665	385,995	751,068	November	256,994	128,497	385,491	677,767
December	344,882	172,441	517,322	1,300,638	December	339,121	169,561	508,682	1,259,750	December	313,881	156,940	470,821	1,148,588
January	220,816	110,408	331,224	1,631,863	January	247,121	123,561	370,682	1,630,432	January	248,616	124,308	372,923	1,521,512
February	260,794	130,397	391,192	2,023,054	February	245,573	122,787	368,360	1,998,791	February	267,530	133,765	401,294	1,922,806
March	330,854	165,427	496,281	2,519,335	March	322,592	161,296	483,888	2,482,679	March	329,665	164,832	494,497	2,417,303
April	250,676	125,338	376,013	2,895,348	April	258,133	129,066	387,199	2,869,878	April	267,405	133,703	401,108	2,818,410
May	275,135	137,568	412,703	3,308,051	May	280,075	140,038	420,113	3,289,991	May	266,951	133,475	400,426	3,218,837
June	319,068	159,534	478,602	3,786,653	June	250,791	125,395	376,186	3,666,177	June	322,658	161,329	483,987	3,702,823
July	287,308	143,654	430,962	4,217,615	July	263,355	131,678	395,033	4,061,210	July	278,093	139,047	417,140	4,119,963
August	274,093	137,046	411,139	4,628,754	August	258,334	129,167	387,500	4,448,710	August	265,542	132,771	398,313	4,518,276
September	332,198	166,099	498,298	5,127,052	September	292,606	146,303	438,909	4,887,620	September	-	-	-	4,518,276
##### \$1,709,017 \$5,127,052					\$3,258,413 \$1,629,207 \$4,887,620					\$3,012,184 \$1,506,092 \$4,518,276				





City of Jacksonville, Texas
Financial Statement
As of September 30, 2024

Sales Tax FY 2024 - August - Period 11



	Jacksonville	Athens	Corsicana	Henderson	Kilgore	Marshall	Mount Pleasant	Palestine	Sulphur Springs
\$ Sales Tax Received Oct-2024	398,312.69	788,370.08	812,916.82	742,421.75	928,092.18	1,024,630.11	647,057.33	621,530.48	701,512.68
% Inc(+) Dec(-) from prior year	2.79%	4.49%	2.07%	7.84%	12.95%	-5.41%	-13.03%	-12.51%	-6.76%



Comparator Cities Calendar Year 2024-2025 Sales Tax Comparison % Δ

	Jacksonville			Athens	Corsicana	Henderson	Kilgore	Marshall	Mount Pleasant	Palestine	Sulphur Springs	Weighted Average
	2025 - 2022	2025 - 2023	2025 - 2024	2024 - 2023								
	% Δ	% Δ	% Δ	% Δ	% Δ	% Δ	% Δ	% Δ	% Δ	% Δ	% Δ	% Δ
	Month	Month	Month	Month	Month	Month	Month	Month	Month	Month	Month	Month
Oct-24	16.4%	-3.1%	2.8%	4.5%	2.1%	7.8%	12.9%	-5.4%	-13.0%	-12.5%	-6.8%	-1.1%
Nov-24												
Dec-24												
Jan-25												
Feb-25												
Mar-25												
Apr-25												
May-25												
Jun-25												
Jul-25												
Aug-25												
Sep-25												
	2025 - 2022	2025 - 2023	2025 - 2024	2024 - 2023								
	% Δ	% Δ	% Δ	% Δ	% Δ	% Δ	% Δ	% Δ	% Δ	% Δ	% Δ	% Δ
	YTD	YTD	YTD	YTD	YTD	YTD	YTD	YTD	YTD	YTD	YTD	YTD
Oct-24	16.4%	-3.1%	2.8%	4.5%	2.1%	7.8%	12.9%	-5.4%	-13.0%	-12.5%	-6.8%	-1.1%
Nov-24												
Dec-24												
Jan-25												
Feb-25												
Mar-25												
Apr-25												
May-25												
Jun-25												
Jul-25												
Aug-25												
Sep-25												

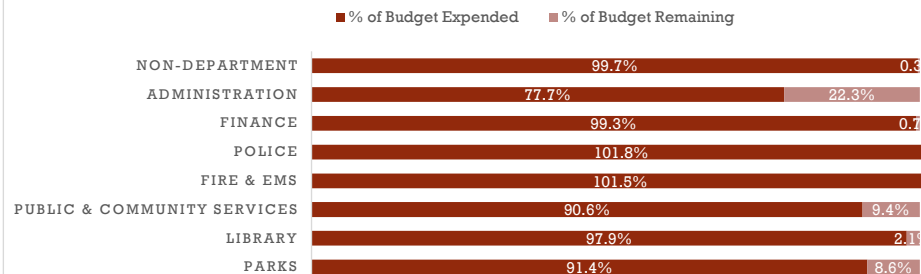
"Month" is month in which revenue is received.



GENERAL FUND EXPENDITURES

Department	September 2024			Prior Year		
	YTD Actual	Annual Budget	% of Budget	YTD Actual	Annual Budget	% of Budget
Non-Department	\$ 908,367	\$ 911,106	99.7%	\$ 2,113,920	\$ 366,635	576.6%
Administration	628,397	933,155	67.3%	609,902	710,949	85.8%
I.T.	235,516	233,023	101.1%	264,926	261,977	101.1%
Communications	39,647	53,465	74.2%	62,854	68,033	92.4%
H.R.	223,618	231,270	96.7%	199,748	194,177	102.9%
Finance	491,722	491,090	100.1%	409,412	401,679	101.9%
Municipal Court	212,839	218,089	97.6%	218,373	239,275	91.3%
Police	3,740,217	3,643,810	102.6%	3,355,194	3,398,284	98.7%
Dispatch	426,694	440,151	96.9%	372,374	333,090	111.8%
Code Enforcement	260,342	267,545	97.3%	206,383	211,290	97.7%
Animal Services	276,934	268,727	103.1%	244,202	272,014	89.8%
Fire & EMS	3,581,526	3,528,593	101.5%	3,739,844	3,797,738	98.5%
Public & Community Services	105,427	106,721	98.8%	102,198	100,342	101.8%
Development Services	236,998	397,516	59.6%	292,098	319,796	91.3%
Traffic & Lighting	235,660	248,338	94.9%	278,839	295,790	94.3%
Streets	540,996	489,018	110.6%	487,355	718,104	67.9%
Sanitation	972,808	1,067,467	91.1%	1,022,024	1,017,355	100.5%
Library	441,499	446,918	98.8%	402,911	406,778	99.0%
Texana Museum	48,965	54,245	90.3%	36,118	36,922	97.8%
Parks	711,360	783,392	90.8%	577,621	674,810	85.6%
Recreation	145,695	179,355	81.2%	197,856	155,037	127.6%
Cemetery	180,712	193,039	93.6%	165,626	177,504	93.3%
Lake	122,197	113,468	107.7%	145,439	138,449	105.0%
Total Expenditures	\$ 14,768,138	\$ 15,299,501	96.5%	\$ 15,505,217	\$ 14,296,028	108.5%

BUDGET COMPARISON



YEAR-TO-DATE OVERVIEW

September 30th, 2024, marks the end of the year of the FY 2024 budget year. The year-to-date budget percentage for budgetary comparison is therefore 100%. Total general fund expenditures of \$14,768,138 are below budgetary expectations at 96.5% expended.

INFORMATION TECHNOLOGY

The IT department finished the budget year at 101.1% of budgeted expectations. The reason for the variance is because thirteen payments to our IT services provider were recorded in FY2024. One of the payments should have been recorded in FY2023; FY2023 had eleven payments and FY2024 had thirteen.

FINANCE

Finance department ended the fiscal year at 100.1% of budgeted expenditures. The reason for the budget overage is software expense coming in about \$1,500 over budget.

POLICE

The police department has expended 102.6% of the department's budgeted allocation through the end of the fiscal year. This overage is related to building maintenance, repair & maintenance of motor vehicles, damages & claims, legal services, and supplies expenditures.

ANIMAL SERVICES

The animal services department has expended 103.1% of the department's budgeted allocation through the end of the fiscal year. This overage is related to the new, un-budgeted, air conditioning and heating systems that were purchased and installed at the shelter.

FIRE / EMS

The fire / EMS department finished the year ahead of budgeted expectations at 101.5%. Budget overages include employee services expenditures, utility costs, billing & collection services, lease & rental of equipment, and software expenses.

STREETS & INFRASTRUCTURE

The streets department ended the FY at 110.6% of budget. Budget overages include employee services expenditures, maintenance costs, and supplies expenses.

LAKE JACKSONVILLE

The lake department ended the FY at 107.7% of budget. Budget overages include maintenance costs, supplies expenses, legal advertising, and software expenditures.



UTILITY FUND REVENUES

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

	September 2024					Year-To-Date				Annual				Prior Year			
	Signal	Actual	Projected	%		Signal	Actual	Projected	%	Actual	Projected	%	Actual	Projected	%		
Taxes		\$ -	\$ -	0.0%		\$ -	\$ -	0.0%	\$ -	\$ -	0.0%	\$ -	\$ -	0.0%			
Franchise Fees		-	-	0.0%		-	-	0.0%	-	-	0.0%	-	-	0.0%			
Intergovernmental Revenue		(550)	59,178	-0.9%		244,548	710,138	34.4%	244,548	710,138	34.4%	259,874	-	0.0%			
Fines & Forfeiture		-	-	0.0%		-	-	0.0%	-	-	0.0%	-	-	0.0%			
License & Permits		-	-	0.0%		-	-	0.0%	-	-	0.0%	-	-	0.0%			
Fees & Charges For Services		661,589	620,305	106.7%		6,982,966	7,443,665	93.8%	6,982,966	7,443,665	93.8%	6,758,984	6,610,300	102.2%			
Investment Income		52,350	32,013	163.5%		418,536	384,155	108.9%	418,536	384,155	108.9%	306,350	249,249	122.9%			
Miscellaneous Receipts		58	2,135	2.7%			24,613	25,614	96.1%	24,613	25,614	96.1%	113,428	114,565	99.0%		
Transfers In	-	-	0.0%	-			-	0.0%	-	-	0.0%	-	-	0.0%			
Total Revenues		\$ 713,447	\$ 713,631	100.0%			\$ 7,670,664	\$ 8,563,572	89.6%	\$ 7,670,664	\$ 8,563,572	89.6%	\$ 7,438,635	\$ 6,974,114	106.7%		

YEAR-TO-DATE OVERVIEW

Total utility fund revenue of \$7,670,664 ended the fiscal year \$(892,908) less than the annual projection but \$232,029 greater than prior year collections.

INTERGOVERNMENTAL REVENUE

Intergovernmental revenue is comprised of local, county, state, and federal grants and reimbursements received by the city. Through September 30th \$244,548 in ARPA intergovernmental revenue has been received.

WATER SALES

Revenue totaling \$3,631,132 is \$(268,868) less than the year-to-date projection. Water sales, through September 30th, are down about (5.9)% when compared to FY 2023.

For the month of September, the city billed out 81,419,708 gallons of water. This amount is (27)% less than gallons billed September 2023. Year-to-date, the city has billed out 818,264,144 gallons. This amount is 84.4% of FY 2023 year-to-date billing.

SEWER CHARGES

Revenue of \$3,128,832 is \$(192,633) less than the monthly projection. However, billing is up about 17.4%, or \$462,740, when compared to September 2023. Sanitary sewer billings are driven by water consumption.

OTHER CHARGES FOR SERVICE

Revenue of \$43,658 ended September \$(1,542) less than projected. This revenue source is primarily driven by charges for tap fees (the cost of connecting a home or business to the city's water and sewer systems).

FINES AND FORFEITURES

Revenue (penalties assessed on past due utility bills) of \$179,345 ended the fiscal year \$2,345 greater than the year-to-date projection. Late payment penalty revenue is driven by payment timing and the size of the past due balance.

INVESTMENT INCOME

Interest earnings of \$418,536 finished the month up about 8.9% over the projection and \$112,186 greater than prior year receipts. This is related to earnings on the TWDB project funds.

MISCELLANEOUS RECEIPTS

Miscellaneous revenue includes revenue from sources not classified elsewhere, such as sale of items not normally held for resale, collections, and recoveries.



UTILITY FUND EXPENDITURES

	September 2024			Prior Year		
	YTD Actual	Annual Budget	% of Budget	YTD Actual	Annual Budget	% of Budget
Department						
Non-Department	\$ 2,744,942	\$ 3,356,466	81.8%	\$ 3,623,702	\$ 8,247,733	43.9%
Administration						
Communications	19,999	28,055	71.3%	26,882	26,674	100.8%
Finance						
Utility Billing	617,834	609,385	101.4%	581,504	622,104	93.5%
Public & Community Services						
Water Production	747,693	785,218	95.2%	747,662	775,603	96.4%
Water Distribution	1,063,726	1,299,475	81.9%	746,140	968,190	77.1%
Wastewater Collection	796,137	1,300,718	61.2%	512,251	525,102	97.6%
Wastewater Treatment	695,539	910,323	76.4%	802,941	812,888	98.8%
Wastewater Treatment	1,150,655	1,196,969	96.1%	898,241	1,015,482	88.5%
Total Expenditures	\$ 7,836,524	\$ 9,486,609	82.6%	\$ 7,939,322	\$ 12,993,776	61.1%

OVERVIEW

September 30th, 2024, marks the end of the year of the FY 2024 budget year. The year-to-date budget percentage for budgetary comparison is therefore 100%. Year to date expenditures total \$7,836,524, or 82.6%, of the budget.

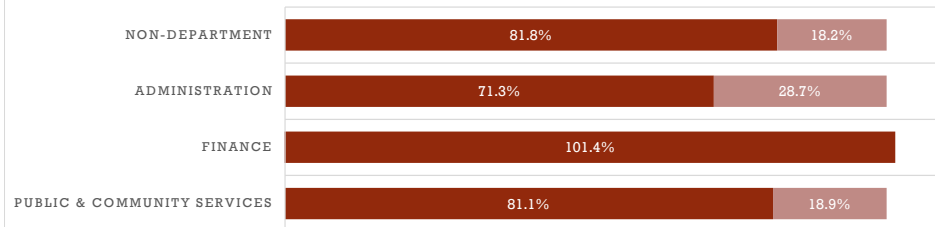
UTILITY BILLING

The utility billing department ended the fiscal year over budget at 101.4% expended. This overage resulted from an increased cost in the repair and maintenance of meters.

All other departments finished the period either at or below budgeted expectations.

BUDGET COMPARISON

■ % of Budget Expended ■ % of Budget Remaining





City of Jacksonville, Texas
Financial Statement
As of September 30, 2024

Department	Account ID	Capital Project	FY 2024 Budget	Y-T-D Activity
Administration	103-100-01-58880-037	Roof at former City Hall ARPA Funded	\$ 32,875	\$ 32,875
Administration	103-100-01-58881-037	Back-up Generator City Hall- ARPA Funded	50,000	-
Administration Total			82,875	32,875
Information Technology	101-101-01-58881-000	Computer Replacement Program	43,600	42,941
Information Technology	103-101-01-58881-037	IT Infrastructure- ARPA Funded \$100K FY23	2,258	2,258
IT Total			45,858	45,199
Civic Center	120-102-05-58880-000	Civic Center (Engineering)	96,030	13,501
Civic Center	120-102-05-58880-000	Civic Center (Construction/Maintenance)	743,000	890,374
Civic Center	120-102-05-58880-000	Civic Center (Other)	40,714	36,095
Civic Center	120-102-05-58881-000	Civic Center Chairs, Tables, & Accessories	33,000	33,180
Civic Center Total			912,744	973,149
Police	101-400-02-58880-000	Concrete Pad for Donated Storage Building	5,825	5,825
Police	101-400-02-58881-000	Tasers for New Officers	3,295	3,295
Police	101-400-02-58881-000	Radios for New Officers	-	3,401
Police	103-400-02-58880-037	New Concrete Drive for the Public Safety Complex	-	11,806
Police	104-400-02-58883-000	Police Vehicle Upfitting, From FY23 Budget	80,000	76,486
Police	104-400-02-58883-000	Police Vehicles	279,000	231,969
Police Total			368,120	332,782
Code Enforcement	101-402-02-58883-000	Graphics & Lights for New Code Enforcement Unit VIN8357	4,795	6,351
Code Enforcement Total			4,795	6,351
Fire / EMS	103-500-02-58880-000	Fire Station 2 Remodel	200,000	4,184
Fire / EMS	103-500-02-58881-000	Sutphen Heavy Duty Custom Pumper	-	1,003,050
Fire / EMS	103-500-02-58881-000	Sutphen SPH-100 Aerial Platform Fire Truck	-	1,951,906
Fire / EMS	103-500-02-58881-037	Back-up Generator Fire St. No. 2- ARPA Funded	-	14,396
Fire / EMS	104-500-02-58883-000	Ambulance	308,446	305,196
Fire / EMS Total			508,446	3,278,732
Public & Community Services	103-600-01-58881-037	Back-up Generator PCS- ARPA Funded	50,000	-
Public & Community Services Total			50,000	-
Development Services	103-601-01-55805-037	Demolition ARPA Funded	192,222	184,833
Development Services Total			192,222	184,833
Streets & Infrastructure	101-603-03-58881-000	20ft Utility Trailer	5,000	-
Streets & Infrastructure	101-603-03-58881-000	Walk Behind Concrete Saw	6,640	5,610
Streets & Infrastructure	101-603-03-58881-000	100 gal RSM LP Rectangle Skid Sprayer	-	5,080
Streets & Infrastructure	103-603-03-52710-000	Streets Projects- not yet identified	111,615	7,122
Streets & Infrastructure	103-603-03-52710-000	Additional Streets Proposed for 2024 Overlay and Seal Coat (under review)	855,937	541,085
Streets & Infrastructure	103-603-03-52710-000	2024 Crack Seal	369,383	108,106
Streets & Infrastructure	103-603-03-52710-000	Street Reconstruction Project	863,933	980,134
Streets & Infrastructure	103-603-03-52710-000	Canada Street Improvement Project	2,400,000	-
Streets & Infrastructure	103-603-03-52710-000	2024 HSIP Project	38,887	48,334
Streets & Infrastructure	103-603-03-52710-000	Allocation for Street Improvement Projects	100,000	44,100
Streets & Infrastructure	103-603-03-52710-000	Hwy. 79 @ Brookside Creek & roadway	56,000	48,991
Streets & Infrastructure	103-603-03-52710-000	Forest Trail & Meadow Hill Creek Wall Repair	37,000	-
Streets & Infrastructure	103-603-03-55812-037	Street Reconstruction Project (Engineering)	145,555	43,765
Streets & Infrastructure	103-603-03-55812-037	Canada Street Improvement Project (Engineering)	350,000	176,720
Streets & Infrastructure	104-603-03-58881-000	Side by Side	20,773	20,773
Streets & Infrastructure	104-603-03-58881-000	6-8 yd. Dump Truck	128,360	128,360
Streets & Infrastructure Total			5,489,083	2,158,180



City of Jacksonville, Texas
Financial Statement
As of September 30, 2024

Department	Account ID	Capital Project	FY 2024 Budget	Y-T-D Activity
Library	101-700-04-58887-000	Library Books & Materials	42,000	40,879
Library	103-700-04-58880-037	Library Facade Project- ARPA Funded	100,000	-
Library Total			142,000	40,879
Parks	103-800-04-58880-037	Batting Cage Storage Area (partnership with JBSA)- ARPA Funded	16,075	16,075
Parks	103-800-04-58884-037	Lincoln Park- ARPA Funded	92,700	78,697
Parks	103-800-04-58884-037	Hazel Tilton Park- ARPA Funded	74,038	16,990
Parks	103-800-04-58884-044	Lincoln Park- Sale of Lake Lots Funded	150,000	27,561
Parks	103-800-04-58884-044	Hazel Tilton Park- Sale of Lake Lots Funded	310,865	-
Parks	104-800-04-58881-000	Kubota RTX 900 side by side & sprayer	21,401	21,401
Parks	104-800-04-58881-000	Toro 4000 w/ cab 10ft mower	118,242	118,242
Parks	110-800-04-58884-041	Buckner Park Improvements	134,338	133,436
Parks Total			917,659	412,401
Recreation	101-801-04-58882-000	Security cameras at Buckner Pool	8,947	8,947
Recreation Total			8,947	8,947
Cemetery	103-802-04-55824-037	Tree removal (cemeteries) ARPA Funded	55,900	55,175
Cemetery Total			55,900	55,175
Lake Jacksonville	101-803-04-58882-000	Buoys for Lake Jacksonville	5,000	5,203
Lake Jacksonville	103-803-04-58884-000	Lake Jacksonville replacement of damaged picnic tables, BBQ pits, and litter receptacles	30,000	-
Lake Jacksonville	103-803-04-58884-000	New camp host RV pad/ 20x20 camp office	47,500	7,824
Lake Jacksonville	103-803-04-58884-037	Lake Jacksonville Hut repairs ARPA Funded (YR. 1)	50,000	6,815
Lake Jacksonville	110-803-04-55812-011	Concession Park Ramp (Study/Design)	41,500	4,150
Lake Jacksonville	110-803-04-58884-011	Concession Park Ramp (Construction/Maintenance)	1,500,000	-
Lake Jacksonville Total			1,674,000	23,992
Non Department	201-000-06-52712-000	South Bolton Trunk Main and Lake Shore Lift Station (Planning Services)	375,000	129,588
Non Department	201-000-06-52712-000	South Bolton Trunk Main and Lake Shore Lift Station (Design Services)	180,000	-
Non Department	201-000-06-52712-000	South Bolton Trunk Main and Lake Shore Lift Station (Construction Phase Services)	105,000	-
Non Department	201-000-06-52712-000	South Bolton Trunk Main and Lake Shore Lift Station (Environmental)	60,000	52,595
Non Department	201-000-06-52712-000	South Bolton Trunk Main and Lake Shore Lift Station (Land/Easements Acquisition)	150,000	85,000
Non Department	201-000-06-52712-000	South Bolton Trunk Main and Lake Shore Lift Station (Legal Expenses)	50,000	-
Non Department Total			920,000	267,183
Water Production	201-609-06-52700-000	SWTP Filter Media Upgrade	311,500	311,500
Water Production	201-609-06-52714-000	Water Well Concrete Pad Sites for Ton Cylinders	12,000	-
Water Production	201-609-06-52714-000	Replace Booster Pump at Water Well #5	58,111	12,058
Water Production	201-609-06-52714-000	Cleaning Well #4	-	73,450
Water Production	201-609-06-52714-000	Replace Booster Pump at Water Well #2	-	13,259
Water Production	201-609-06-58880-000	Cleaning of Drying Beds at Surface Water Treatment Plant	30,000	-
Water Production	201-609-06-58880-000	Outside Lights at Wells	8,850	6,250
Water Production	201-609-06-58881-000	Chlorinator change over	58,303	-
Water Production	201-609-06-58881-000	Air Compressor	7,800	7,859
Water Production	201-609-06-58881-000	Electric Pallet Jack	6,000	5,930
Water Production Total			492,564	430,307
Water Distribution	201-610-06-52712-037	US Hwy 175 Utility relocation - ARPA Funded	491,000	111,388
Water Distribution	201-610-06-58882-000	Fire Hydrant Replacement Program- Self Funded	-	46,142
Water Distribution	201-610-06-58882-037	Fire Hydrant Replacement Program- ARPA Funded	219,139	60,057
Water Distribution	201-610-06-52712-000	Loop 456 and Timberline Water Main Replacement	50,000	43,075
Water Distribution	201-610-06-58881-000	Small Air Compressor W/ Generator	5,050	-
Water Distribution	201-610-06-58881-000	Tapping Machine	12,612	-
Water Distribution Total			777,801	260,662



City of Jacksonville, Texas
Financial Statement
As of September 30, 2024

Department	Account ID	Capital Project	FY 2024 Budget	Y-T-D Activity
Wastewater Collection	201-611-06-52702-000	Live Oak Apartments/Sunnydale St. Supplemental Environmental Project (SEP) Lift station	250,000	-
Wastewater Collection	201-611-06-58881-000	Bobcat E42 R2-Series Compact Excavator	72,443	72,443
Wastewater Collection Total			322,443	72,443
Wastewater Treatment	201-612-06-52702-000	Woodside LS Upgrade	38,515	16,650
Wastewater Treatment	201-612-06-52702-000	Tremont Lift Station (Construction/Maintenance)	12,000	21,368
Wastewater Treatment	201-612-06-52702-000	Tremont Lift Station (Equipment/Vehicle/Furnishings)	65,000	68,878
Wastewater Treatment	201-612-06-52711-000	Aeration Upgrade (Yr. 1 for 4)	88,000	68,400
Wastewater Treatment	201-612-06-52711-000	100 Hp Influent Pump for WWTP (FY23 budget, budget not rolled over)	-	47,972
Wastewater Treatment	201-612-06-58880-000	Upgrade Lighting in Double Creek WWTP Building's	6,400	-
Wastewater Treatment	201-612-06-58881-000	SCADA for Double Creek WWTP	50,000	-
Wastewater Treatment	201-612-06-58881-000	Kubota Zero Turn Lawn Mower	18,190	17,462
Wastewater Treatment Total			278,105	240,729
GRAND TOTAL \$			13,243,561	\$ 8,824,820



FUND BALANCE SUMMARY (unaudited)

Fund	Beginning Fund Balance 09/30/2023	Revenue	Expense	Ending Fund Balance 9/30/2024	Target Fund Balance	Over / (Under) Target Fund Balance
101 GENERAL FUND	\$ 4,616,900.83	\$ 15,256,320.93	\$ 14,743,429.77	\$ 5,129,791.99	\$ 3,059,900.11	\$ 2,069,891.88
DESIGNATED DONATIONS- STATE OF THE CITY DONATIONS	1,020.00	-	-	1,020.00		
DESIGNATED DONATIONS- POLICE DONATIONS	19,811.15	27,831.00	17,744.64	29,897.51		
DESIGNATED DONATIONS- ANIMAL SHELTER DONATIONS	4,835.35	5,221.10	313.26	9,743.19		
DESIGNATED DONATIONS- FIRE/EMS DONATIONS	(1,995.00)	600.00	-	(1,395.00)		
DESIGNATED DONATIONS- PARKS & REC DONATIONS	2,152.00	-	-	2,152.00		
DESIGNATED DONATIONS- LIBRARY DONATIONS	7,311.22	2,772.15	585.16	9,498.21		
DESIGNATED DONATIONS- LIBRARY NWSPPR DGTZTN	21,960.00	-	-	21,960.00		
DESIGNATED DONATIONS- MUSEUM DONATIONS	8,041.13	2,156.77	6,065.26	4,132.64		
DESIGNATED DONATIONS- MUSEUM RENOVATION	-	1,900.00	-	1,900.00		
102 DEBT SERVICE FUND	247,672.24	6,825,095.84	6,751,683.92	321,084.16	211,101.71	109,982.45
103 CAPITAL PROJECTS FUND (GENERAL)	6,182,651.13	5,034,616.13	5,950,019.34	5,267,247.92		
104 VEHICLE / EQUIPMENT REPLACEMENT FUND	1,281,675.97	665,889.24	902,427.60	1,045,137.61		
110 GRANT FUND	389,541.87	764,212.52	222,452.38	931,302.01		
Total Major Governmental Funds	12,781,577.89	28,586,615.68	28,594,721.33	12,773,472.24		
111 TOURISM - HOTEL / MOTEL OCCUPANCY TAX FUND	806,051.57	452,744.26	843,619.70	415,176.13		
120 TOURISM - VENUE PROJECT FUND	383,098.39	1,053,492.89	1,436,591.28	-		
112 COURT - TECHNOLOGY FUND	-	14,141.02	14,141.02	-		
113 COURT - SECURITY FUND	151,868.53	21,216.16	7,539.96	165,544.73		
114 COURT - CHILD SAFETY TRUST FUND	12,440.42	2,313.18	-	14,753.60		
115 POLICE - STATE FORFEITURE FUND	12,567.05	24,613.17	-	37,180.22		
116 POLICE - FEDERAL FORFEITURE FUND	6,705.07	327.03	3,474.00	3,558.10		
118 POLICE - LEOSE FUND	-	5,818.78	-	5,818.78		
119 WAR MEMORIAL FUND	10,394.55	495.17	10,889.72	-		
Total Nonmajor Governmental Funds	1,383,125.58	1,575,161.66	2,316,255.68	642,031.56		
201 WATER & WASTEWATER UTILITY FUND	8,154,375.00	7,670,663.59	7,836,523.93	7,988,514.66	2,339,163.85	5,649,350.81
Total Enterprise Funds	8,154,375.00	7,670,663.59	7,836,523.93	7,988,514.66		
301 BEAUTIFICATION FUND	22,789.84	10,172.90	12,720.12	20,242.62		
Total Fiduciary Fund	22,789.84	10,172.90	12,720.12	20,242.62		
Grand Total- All Funds	\$ 22,341,868.31	\$ 37,842,613.83	\$ 38,760,221.06	\$ 21,424,261.08		



City of Jacksonville, Texas
Financial Statement
As of September 30, 2024

		Original Total Budget	Current Total Budget	M-T-D Activity	Y-T-D Activity	% of Budget	Budget Remaining	Prior Year Y-T-D	INC/(DEC) Prior Year
101 -GENERAL FUND- DETAIL									
REVENUE									
41-TAXES									
101-41400	AD VALOREM TAX- CURRENT	\$ 4,898,701	\$ 4,898,701	\$ 15,555	\$ 4,784,046	97.7%	\$ 114,655	\$ 4,432,958	\$ 351,088
101-41401	AD VALOREM TAX- PRIOR	95,868	95,868	7,331	115,819	120.8%	(19,951)	72,667	43,152
101-41402	AD VALOREM TAX- PENALTY & INTEREST	72,500	72,500	5,766	91,689	126.5%	(19,189)	75,265	16,424
101-41403	AD VALOREM TAX- MISCELLANEOUS	9,800	9,800	-	5,216	53.2%	4,584	23,515	(18,299)
101-41404	SALES TAX	3,539,673	3,389,673	285,301	3,304,790	97.5%	84,883	3,313,765	(8,975)
101-41405	SALES TAX- TIMELY FILING DISCOUNT	550	550	50	591	107.5%	(41)	554	37
101-41406	MIXED BEVERAGE TAX	21,000	21,000	2,100	26,129	124.4%	(5,129)	22,905	3,224
101-41408	PROPERTY TAX REBATE	(67,939)	(53,309)	-	(53,309)	100.0%	(0)	-	(53,309)
101-41409	PAYMENT IN LIEU OF TAX	-	12,379	-	12,379	100.0%	0	-	12,379
*** REVENUE CATEGORY TOTALS ***		8,570,153	8,447,162	316,104	8,287,350	98.1%	159,812	7,941,629	345,721
42-FRANCHISE FEES									
101-42410	ROW RENTAL FEES- ELECTRICITY	526,000	500,000	-	489,132	97.8%	10,868	501,207	(12,075)
101-42411	ROW RENTAL FEES- GAS UTILITIES	200,000	125,000	-	122,065	97.7%	2,935	179,683	(57,618)
101-42412	ROW RENTAL FEES- TELECOM	17,000	17,000	-	15,837	93.2%	1,163	17,160	(1,323)
101-42413	ROW RENTAL FEES- CABLE TV	95,000	95,000	-	96,546	101.6%	(1,546)	101,198	(4,653)
101-42414	SANITATION FRANCHISE FEES	110,000	125,000	10,352	129,360	103.5%	(4,360)	100,660	28,700
101-42415	LANDFILL CONTRACT FEES	420,000	420,000	39,886	472,131	112.4%	(52,131)	429,539	42,593
*** REVENUE CATEGORY TOTALS ***		1,368,000	1,282,000	50,238	1,325,070	103.4%	(43,070)	1,329,447	(4,377)
43-INTERGOVERNMENTAL REVENUE									
101-43426	JEDCO FINANCING	50,000	150,000	-	150,000	100.0%	-	50,000	100,000
101-43427	MISCELLANEOUS GRANT REVENUE	-	-	-	5,000	0.0%	(5,000)	378,986	(373,986)
*** REVENUE CATEGORY TOTALS ***		50,000	150,000	-	155,000	103.3%	(5,000)	428,986	(273,986)
44-FINES & FORFEITURE									
101-44440	MUNICIPAL COURT- ADMINISTRATION FEES	240,000	240,000	11,929	207,947	86.6%	32,053	234,347	(26,399)
101-44444	MUNICIPAL COURT- FINES	250,000	310,000	23,956	278,625	89.9%	31,375	250,056	28,569
101-44445	MUNICIPAL COURT- JUDICIAL ADMIN FUND	600	600	45	387	64.6%	213	547	(159)
101-44446	MUNICIPAL COURT- JURY FUND	250	250	18	241	96.5%	9	232	9
101-44447	MUNICIPAL COURT- TRUANCY PREVENTION & DIVERSION	12,000	12,000	902	12,098	100.8%	(98)	11,660	438
*** REVENUE CATEGORY TOTALS ***		502,850	562,850	36,850	499,299	88.7%	63,551	496,841	2,458
45-LICENSE & PERMITS									
101-45450	BEER & WINE PERMIT-OFF PREMISE	300	300	-	270	90.0%	30	445	(175)
101-45451	BUILDING PERMITS	48,274	25,000	773	28,605	114.4%	(3,605)	50,524	(21,920)
101-45452	DEMOLITION PERMITS	1,600	1,600	-	600	37.5%	1,000	800	(200)
101-45453	ELECTRICAL PERMITS & LICENSES	7,500	7,500	612	7,327	97.7%	173	6,160	1,168
101-45454	EXCAVATION PERMITS	750	750	50	525	70.0%	225	515	10
101-45456	HOUSE MOVING PERMITS	150	150	-	-	0.0%	150	100	(100)
101-45457	MECHANICAL PERMITS	1,000	1,000	85	997	99.7%	3	862	136
101-45458	OUTDOOR BURNING PERMITS	1,200	1,200	-	850	70.8%	350	1,750	(900)
101-45459	PLAT PERMITS	350	350	-	96	27.4%	254	304	(208)
101-45460	PLUMBING & GAS PERMITS	5,500	5,500	468	4,869	88.5%	632	4,797	71
101-45461	SIGN PERMITS	1,500	1,500	150	1,450	96.7%	50	1,575	(125)
101-45462	SPRINKLER SYSTEM PERMITS	350	350	25	325	92.9%	25	375	(50)
101-45465	VENDOR PERMITS	200	200	-	100	50.0%	100	400	(300)
101-45466	ZONING PERMITS	400	400	400	1,125	281.3%	(725)	375	750
*** REVENUE CATEGORY TOTALS ***		69,074	45,800	2,562	47,139	102.9%	(1,339)	68,982	(21,843)
46-FEES & CHARGES FOR SERVICES									
101-46470	AMBULANCE FEES	715,000	935,000	73,211	927,372	99.2%	7,628	741,677	185,695



City of Jacksonville, Texas
Financial Statement
As of September 30, 2024

	Original Total Budget	Current Total Budget	M-T-D Activity	Y-T-D Activity	% of Budget	Budget Remaining	Prior Year Y-T-D	INC/(DEC) Prior Year
101-46471	26,650	26,650	2,166	25,392	95.3%	1,258	25,815	(423)
101-46472	6,000	6,000	675	4,075	67.9%	1,925	5,000	(925)
101-46473	90,000	90,000	600	94,407	104.9%	(4,407)	88,383	6,024
101-46474	100,000	80,000	6,944	66,616	83.3%	13,384	84,125	(17,509)
101-46475	82,000	82,000	4,534	74,153	90.4%	7,847	79,740	(5,587)
101-46477	1,401,876	1,436,876	122,390	1,439,034	100.2%	(2,158)	1,361,568	77,467
101-46478	-	-	13	29	0.0%	(29)	3,339	(3,310)
101-46479	20,000	20,000	2,301	21,527	107.6%	(1,527)	17,223	4,303
101-46489	-	-	-	30	0.0%	(30)	-	30
101-46493	2,500	2,500	83	3,097	123.9%	(597)	2,577	520
101-46494	14,000	14,000	15	4,686	33.5%	9,314	10,407	(5,721)
101-46496	25,550	25,550	1,680	24,330	95.2%	1,220	24,150	180
101-46497	3,089	21,526	3,000	21,526	100.0%	(0)	72,089	(50,563)
101-46498	12,000	12,000	1,323	13,626	113.5%	(1,626)	12,683	943
101-46499	-	-	-	6,986	0.0%	(6,986)	-	6,986
101-46500	7,200	18,705	-	22,105	118.2%	(3,400)	6,900	15,205
*** REVENUE CATEGORY TOTALS ***	2,505,865	2,770,807	218,936	2,748,990	99.2%	21,817	2,535,676	213,314
47-INVESTMENT INCOME								
101-47510	350,000	385,000	24,260	382,971	99.5%	2,029	386,664	(3,693)
101-47511	(23,362)	-	57,406	57,406	0.0%	(57,406)	7,587	49,819
*** REVENUE CATEGORY TOTALS ***	326,638	385,000	81,666	440,377	114.4%	(55,377)	394,252	46,126
48-MISCELLANEOUS RECEIPTS								
101-48515	20,000	1,000	240	1,717	171.7%	(717)	17,052	(15,334)
101-48516	-	-	1,300	4,415	0.0%	(4,415)	7,889	(3,474)
101-48517	20,000	20,000	12	18,330	91.7%	1,670	18,384	(53)
101-48518	59,200	59,200	-	64,576	109.1%	(5,376)	62,376	2,200
101-48522	20,534	-	-	-	0.0%	-	46,137	(46,137)
101-48523	-	130,373	-	130,373	100.0%	1	-	130,373
101-48525	10,821	-	-	-	0.0%	-	102,641	(102,641)
101-48528	-	-	-	-	0.0%	-	70	(70)
101-48534	15,000	15,000	18,881	27,831	185.5%	(12,831)	32,000	(4,169)
101-48535	10,000	10,000	795	5,221	52.2%	4,779	651	4,570
101-48536	10,000	10,000	-	600	6.0%	9,400	5,000	(4,400)
101-48537	1,000	1,000	-	600	60.0%	400	860	(260)
101-48539	4,000	4,000	27	2,772	69.3%	1,228	1,822	950
101-48540	4,000	4,000	110	2,157	53.9%	1,843	3,499	(1,343)
101-48544	-	-	-	-	0.0%	-	39,880	(39,880)
101-48545	1,000	1,000	-	-	0.0%	1,000	1,000	(1,000)
101-48546	-	-	-	1,900	0.0%	(1,900)	-	1,900
*** REVENUE CATEGORY TOTALS ***	175,555	255,573	21,364	260,492	101.9%	(4,919)	339,261	(78,769)
49-TRANSFERS IN								
101-49552	7,540	7,540	628	7,540	100.0%	0	7,540	(0)
101-49553	1,472,014	1,472,014	122,668	1,472,014	100.0%	0	1,552,072	(80,058)
101-49554	52,551	52,551	4,379	52,551	100.0%	-	44,103	8,448
101-49555	-	-	-	902	0.0%	(902)	400,000	(399,098)
101-49562	-	-	78	78	0.0%	(78)	-	78
*** REVENUE CATEGORY TOTALS ***	1,532,105	1,532,105	127,754	1,533,085	100.1%	(980)	2,003,715	(470,630)
*** TOTAL REVENUE ***	15,100,240	15,431,297	855,473	15,296,802	99.1%	134,495	15,538,788	(241,986)

10 -GENERAL FUND- DETAIL
EXPENSE

51-EMPLOYEE SERVICES



City of Jacksonville, Texas
Financial Statement
As of September 30, 2024

		Original Total Budget	Current Total Budget	M-T-D Activity	Y-T-D Activity	% of Budget	Budget Remaining	Prior Year Y-T-D	INC/(DEC) Prior Year
101-51600	SUPERVISION	1,213,058	1,204,408	135,479	1,186,675	98.5%	17,733	1,142,112	44,563
101-51601	OPERATIONAL	5,196,969	4,845,024	550,767	4,870,339	100.5%	(25,315)	4,470,352	399,987
101-51602	PERMANENT PART-TIME	189,564	150,592	13,540	129,540	86.0%	21,052	127,046	2,494
101-51604	SEASONAL PART-TIME POOL	59,786	59,786	-	32,743	54.8%	27,043	30,464	2,279
101-51605	SEASONAL PART-TIME SUMMER	-	-	-	27,960	0.0%	(27,960)	8,747	19,213
101-51607	OVERTIME- TRANSFER TRUCK	-	-	-	-	0.0%	-	12,981	(12,981)
101-51609	FIELD TRAINING OFFICER STIPEND	14,727	27,900	1,063	18,000	64.5%	9,900	17,030	969
101-51611	K9 CARE STIPEND	7,060	7,060	812	7,020	99.4%	40	7,194	(174)
101-51612	ON CALL STIPEND	7,300	6,000	770	7,158	119.3%	(1,158)	6,138	1,020
101-51613	BI-LINGUAL PAY	28,800	27,900	3,825	30,739	110.2%	(2,839)	29,786	953
101-51614	CERTIFICATION PAY	123,297	127,998	15,319	123,393	96.4%	4,605	119,724	3,669
101-51615	DIFFERENTIAL PAY	23,100	34,200	3,150	34,381	100.5%	(181)	20,306	14,075
101-51616	EDUCATION PAY	34,800	38,507	4,950	39,627	102.9%	(1,120)	33,386	6,241
101-51617	LONGEVITY PAY	37,082	35,421	4,334	33,860	95.6%	1,561	35,331	(1,471)
101-51620	AUTO ALLOWANCE	14,000	18,000	2,850	16,933	94.1%	1,067	13,100	3,833
101-51621	CELL PHONE ALLOWANCE	4,800	5,220	960	5,537	106.1%	(317)	4,562	975
101-51622	CLOTHING ALLOWANCE	4,000	4,000	-	3,500	87.5%	500	4,000	(500)
101-51623	OVERTIME- CALL-OUT	-	-	-	-	0.0%	-	4,582	(4,582)
101-51624	OVERTIME- COURT	-	-	-	-	0.0%	-	1,736	(1,736)
101-51625	OVERTIME- FIRE PREVENTION	-	-	-	-	0.0%	-	1,810	(1,810)
101-51627	OVERTIME-INCREASED MANPOWER	-	-	-	-	0.0%	-	1,777	(1,777)
101-51629	OVERTIME	656,655	744,237	94,453	790,157	106.2%	(45,920)	553,901	236,256
101-51630	OVERTIME- TRAINING	-	-	-	-	0.0%	-	5,316	(5,316)
101-51632	OVERTIME- SCHEDULED (MANDATED)	-	-	-	-	0.0%	-	82,996	(82,996)
101-51633	OVERTIME- SHIFT COVERAGE	-	-	-	-	0.0%	-	44,797	(44,797)
101-51634	OVERTIME- SPECIAL EVENTS	-	-	-	-	0.0%	-	5,554	(5,554)
101-51636	OVERTIME- TRAFFIC STEP	-	-	-	-	0.0%	-	452	(452)
101-51638	FICA	580,766	562,764	61,293	543,432	96.6%	19,332	502,251	41,181
101-51639	DENTAL INSURANCE	36,162	34,575	4,209	33,620	97.2%	955	31,726	1,894
101-51640	HEALTH INSURANCE	667,472	575,845	76,019	621,440	107.9%	(45,595)	572,803	48,637
101-51641	LIFE INSURANCE	2,022	2,018	324	1,750	86.7%	268	2,621	(870)
101-51642	TMRS	773,991	760,121	86,301	749,584	98.6%	10,537	681,049	68,535
101-51643	WORKER'S COMPENSATION	177,863	162,896	16,536	152,093	93.4%	10,803	151,266	827
101-51644	CONTRA WAGE EXPENSE	(60,951)	(60,951)	(2,862)	(44,197)	72.5%	(16,754)	(46,298)	2,101
101-51645	UNEMPLOYMENT	-	-	-	-	0.0%	-	4,505	(4,505)
101-51646	CONTRACT LABOR	235,405	254,500	36,649	245,666	96.5%	8,834	142,036	103,631
101-51647	BENEFIT ADMINISTRATION	4,518	4,518	199	4,639	102.7%	(121)	3,416	1,223
101-51648	EMPLOYEE TESTING	7,225	4,625	1,771	6,958	150.5%	(2,333)	11,218	(4,260)
101-51649	OTHER EMPLOYEE COSTS	16,670	22,358	-	18,842	84.3%	3,516	9,824	9,017
101-51650	RECRUITING & RETENTION	2,400	2,400	-	2,456	102.4%	(56)	686	1,771
101-51652	VOLUNTEER FIRE PENSION	2,600	2,600	-	3,400	130.8%	(800)	2,600	800
*** EXPENSE CATEGORY TOTALS ***		10,061,141	9,664,522	1,112,713	9,697,247	100.3%	(32,725)	8,854,885	842,362
52-MAINTENANCE									
101-52700	R/M BUILDINGS & STRUCTURES	130,615	163,229	10,871	150,689	92.3%	12,540	123,990	26,700
101-52701	R/M EQUIPMENT & MACHINERY	139,028	149,269	25,325	150,015	100.5%	(746)	150,013	2
101-52705	R/M MOTOR VEHICLES	100,097	185,815	44,970	214,059	115.2%	(28,244)	135,899	78,160
101-52706	R/M OFFICE EQUIPMENT	700	700	-	-	0.0%	700	381	(381)
101-52707	R/M PARKS	109,225	109,225	29,702	111,613	102.2%	(2,388)	84,916	26,697
101-52708	R/M RADIO COMMUNICATION	6,500	5,723	243	6,550	114.5%	(827)	5,311	1,240
101-52709	R/M SIDEWALKS CULVERTS BRIDGES	25,000	15,000	18,632	33,359	222.4%	(18,359)	10,264	23,095
101-52710	R/M STREETS & ALLEYS	300,000	50,000	7,894	37,238	74.5%	12,762	35,222	2,016
101-52715	DAMAGES & CLAIMS	57,100	82,552	-	102,635	124.3%	(20,083)	103,348	(714)
*** EXPENSE CATEGORY TOTALS ***		868,265	761,513	137,637	806,158	105.9%	(44,645)	649,343	156,814
53-UTILITIES									
101-53730	ELECTRICITY	330,143	304,018	55,521	304,847	100.3%	(829)	317,748	(12,901)
101-53731	NATURAL GAS	28,150	25,465	849	16,263	63.9%	9,202	24,924	(8,661)
101-53732	PHONE/CABLE/INTERNET	166,426	162,260	14,882	165,333	101.9%	(3,073)	185,156	(19,823)
101-53733	WATER/SEWER & GARBAGE	70,232	67,072	14,611	50,361	75.1%	16,711	62,598	(12,237)



City of Jacksonville, Texas
Financial Statement
As of September 30, 2024

		Original Total Budget	Current Total Budget	M-T-D Activity	Y-T-D Activity	% of Budget	Budget Remaining	Prior Year Y-T-D	INC/(DEC) Prior Year
*** EXPENSE CATEGORY TOTALS ***		594,951	558,815	85,864	536,804	96.1%	22,011	590,426	(53,622)
54-SUPPLIES									
101-54740	AMBULANCE SUPPLIES	48,000	51,000	1,861	51,451	100.9%	(451)	48,642	2,809
101-54741	ANIMAL CARE SUPPLIES	6,000	6,000	211	4,683	78.0%	1,317	3,210	1,473
101-54742	ANIMAL FOOD	5,000	5,000	431	4,145	82.9%	855	3,598	547
101-54743	BOOK SUPPLIES	6,010	7,500	1,475	5,697	76.0%	1,803	6,266	(569)
101-54744	BOTANICAL SUPPLIES	2,500	2,500	-	1,332	53.3%	1,168	2,624	(1,292)
101-54745	CASH OVER/SHORT	-	-	(31)	(63)	0.0%	63	(295)	232
101-54746	CHEMICAL SUPPLIES	51,600	51,600	20,592	30,872	59.8%	20,728	44,518	(13,646)
101-54749	FIRE ARM TRAINING SUPPLIES	9,000	9,000	-	8,027	89.2%	973	6,597	1,430
101-54750	HAZMAT RESPONSE/CLEANUP SUPPLIES	1,155	1,200	-	1,200	100.0%	-	950	250
101-54751	FIRE HOSE SUPPLIES	5,200	5,200	5,088	5,088	97.8%	112	4,736	352
101-54752	FOOD	21,566	26,593	1,556	28,192	106.0%	(1,599)	25,420	2,772
101-54755	INVESTIGATION SUPPLIES	3,920	2,220	519	3,241	146.0%	(1,021)	5,575	(2,334)
101-54756	JANITORIAL SUPPLIES	27,827	32,735	3,703	36,386	111.2%	(3,651)	33,443	2,943
101-54757	K-9 CARE SUPPLIES	10,600	7,600	476	5,067	66.7%	2,533	5,779	(713)
101-54762	MINOR TOOLS & EQUIPMENT	47,582	50,798	2,616	47,339	93.2%	3,459	49,180	(1,841)
101-54763	MISCELLANEOUS SUPPLIES	18,313	19,963	2,775	18,823	94.3%	1,140	16,785	2,038
101-54764	MOTOR VEHICLE FUEL	233,785	236,809	39,164	256,560	108.3%	(19,751)	261,966	(5,405)
101-54765	OFFICE EQUIP/FURNITURE/FIXTR	4,329	6,350	-	2,925	46.1%	3,425	12,974	(10,050)
101-54766	OFFICE SUPPLIES	25,263	27,397	2,641	27,737	101.2%	(340)	20,912	6,825
101-54767	OXYGEN SUPPLIES	6,575	7,874	-	8,446	107.3%	(572)	9,765	(1,319)
101-54768	PLAQUES & AWARDS	2,500	2,500	555	1,515	60.6%	985	3,991	(2,476)
101-54769	POSTAGE	13,164	14,114	892	9,493	67.3%	4,621	9,213	280
101-54770	PRINTING SUPPLIES	10,646	8,646	676	5,562	64.3%	3,084	6,029	(467)
101-54771	PROGRAMMING SUPPLIES	3,873	5,450	-	2,250	41.3%	3,200	3,408	(1,157)
101-54772	PROTECTIVE CLOTHING	3,900	5,000	267	4,812	96.2%	188	79,149	(74,337)
101-54773	PUBLIC EDUCATION SUPPLIES	3,400	6,500	-	5,281	81.2%	1,219	2,885	2,396
101-54774	RECREATION SUPPLIES	2,048	2,048	-	1,457	71.1%	591	1,041	416
101-54775	RESALE GASOLINE	76,798	56,798	8,782	61,569	108.4%	(4,771)	70,731	(9,162)
101-54776	SAFETY EQUIPMENT	5,000	5,000	-	4,898	98.0%	102	3,576	1,322
101-54777	STREET SIGN SUPPLIES	24,000	9,000	7,586	9,802	108.9%	(802)	10,936	(1,134)
101-54778	TECHNOLOGY SUPPLIES	8,818	13,168	582	9,204	69.9%	3,964	10,725	(1,521)
101-54779	WEARING APPAREL	74,854	69,954	8,225	67,391	96.3%	2,563	69,781	(2,390)
101-54781	DESIGNATED DONATIONS	45,000	30,563	11,370	24,708	80.8%	5,855	126,564	(101,856)
*** EXPENSE CATEGORY TOTALS ***		808,226	786,080	122,013	755,089	96.1%	30,991	960,674	(205,585)
55-SERVICES									
101-55800	ACCOUNTING & AUDITING	25,650	25,650	-	25,920	101.1%	(270)	25,650	270
101-55801	APPRAISAL DISTRICT	155,623	155,623	-	155,623	100.0%	-	129,894	25,729
101-55802	BAD DEBT EXPENSE	16,500	16,500	16,445	16,445	99.7%	55	15,097	1,348
101-55803	BANKING FEES	600	600	65	427	71.1%	174	85	342
101-55804	BILLING & COLLECTION SERVICES	133,416	166,197	6,379	122,761	73.9%	43,436	92,987	29,774
101-55805	CONSTRUCTION CONTRACTS	100,000	200,000	-	54,098	27.0%	145,902	89,901	(35,802)
101-55806	CONSULTING SERVICES	16,652	31,202	833	31,202	100.0%	0	15,739	15,463
101-55807	CONTINGENCY	250,000	250,000	-	-	0.0%	250,000	-	-
101-55809	CREDIT CARD PROCESSING FEES	29,402	38,097	6,446	35,966	94.4%	2,131	28,699	7,266
101-55810	ELECTION COSTS	13,000	10,000	-	8,001	80.0%	1,999	12,596	(4,595)
101-55812	ENGINEERING SERVICES	15,500	3,000	-	1,784	59.5%	1,216	5,000	(3,216)
101-55813	FEES & PERMITS	195	267	-	30	11.2%	237	93	(63)
101-55815	INSURANCE-PROPERTY, PLANT, & EQUIPMENT	176,937	197,003	-	197,003	100.0%	(0)	172,815	24,188
101-55816	IT SUPPORT	-	-	-	-	0.0%	-	60,042	(60,042)
101-55817	JANITORIAL SERVICES	2,000	-	-	173	0.0%	(173)	-	173
101-55819	LEASE/RENTAL OF EQUIPMENT	40,949	39,177	3,067	41,390	105.7%	(2,214)	41,389	2
101-55820	LEASE/RENTAL OF PROPERTY	6,000	6,000	-	4,500	75.0%	1,500	6,000	(1,500)
101-55821	LEGAL ADVERTISING	17,293	13,195	837	10,587	80.2%	2,608	10,081	506
101-55822	LEGAL SERVICES	500	3,844	1,485	9,152	238.1%	(5,308)	820	8,333
101-55824	MISCELLANEOUS SERVICES	32,040	43,369	(1,027)	41,972	96.8%	1,398	41,292	680
101-55826	PUBLIC COMMUNICATION	2,118	4,084	-	1,276	31.2%	2,808	819	457



City of Jacksonville, Texas
Financial Statement
As of September 30, 2024

		Original Total Budget	Current Total Budget	M-T-D Activity	Y-T-D Activity	% of Budget	Budget Remaining	Prior Year Y-T-D	INC/(DEC) Prior Year
101-55828 SOFTWARE		154,234	163,674	11,386	174,741	106.8%	(11,067)	154,771	19,970
101-55829 SPECIAL SERVICES		-	-	-	-	0.0%	-	-	-
101-55830 SUPPORT OF COMMUNITY SERVICES		5,000	5,000	-	1,537	30.7%	3,463	2,133	(596)
101-55833 VETERINARY SERVICES		10,000	10,000	-	4,409	44.1%	5,591	3,105	1,305
101-55834 SOLID WASTE & SLUDGE DISPOSAL		925,000	1,004,559	86,229	925,062	92.1%	79,497	957,945	(32,883)
*** EXPENSE CATEGORY TOTALS ***		2,128,608	2,387,041	132,146	1,864,058	78.1%	522,983	1,866,951	(2,893)
56-TRAVEL & EDUCATION EXPENDITURES									
101-56851 MEMBERSHIP DUES		30,010	27,867	820	27,642	99.2%	225	20,593	7,049
101-56852 TRAINING EXPENSES		83,961	95,500	12,929	61,808	64.7%	33,692	52,356	9,452
101-56853 TRAVEL & LODGING EXPENSES		51,597	46,341	2,301	44,564	96.2%	1,777	29,205	15,359
*** EXPENSE CATEGORY TOTALS ***		165,568	169,708	16,050	134,015	79.0%	35,693	102,155	31,860
57-DEBT SERVICE									
101-57862 CAPITAL LEASE INTEREST		13,322	13,322	-	13,321	100.0%	0	19,961	(6,640)
101-57863 CAPITAL LEASE PRINCIPAL		223,758	223,758	-	223,757	100.0%	0	217,118	6,640
*** EXPENSE CATEGORY TOTALS ***		237,080	237,080	-	237,079	100.0%	1	237,079	(0)
58-CAPITAL EXPENDITURES									
101-58880 CAPITAL BUILDINGS & STRUCTURES		-	5,825	-	5,825	100.0%	-	-	5,825
101-58881 CAPITAL MACHINERY & EQUIPMENT		55,240	58,535	-	60,327	103.1%	(1,792)	24,122	36,204
101-58882 CAPITAL MISCELLANEOUS		13,720	13,947	-	14,150	101.5%	(203)	10,623	3,527
101-58883 CAPITAL MOTOR VEHICLES		-	4,795	-	6,351	132.5%	(1,556)	358,611	(352,259)
101-58887 LIBRARY BOOKS & MATERIALS		42,000	42,000	2,194	40,888	97.4%	1,112	41,411	(523)
101-58891 CAPITAL PROPERTY		-	-	-	-	0.0%	-	57,630	(57,630)
*** EXPENSE CATEGORY TOTALS ***		110,960	125,102	2,194	127,541	101.9%	(2,439)	492,396	(364,855)
59 - TRANSFERS OUT									
101-59902 TRANSFER TO GEN CAPITAL PROJECTS FUND		-	-	-	-	0.0%	-	585,681	(585,681)
101-59906 TRANSFER TO BEAUTIFICATION FUND		6,000	6,000	500	6,000	100.0%	-	6,000	-
101-59909 TRANSFER TO COURT TECHNOLOGY FUND		3,641	3,641	29,000	4,149	114.0%	(508)	(20,371)	24,520
101-59911 TRANSFER TO VEHICLE / EQUIPMENT REPLACEMENT FUND		-	600,000	50,000	600,000	100.0%	-	1,180,000	(580,000)
*** EXPENSE CATEGORY TOTALS ***		9,641	609,641	79,500	610,149	100.1%	(508)	1,751,310	(1,141,161)
*** TOTAL EXPENSE ***		\$ 14,984,439	\$ 15,299,501	\$ 1,688,116	\$ 14,768,138	96.5%	\$ 531,362	\$ 15,505,217	\$ (737,079)
102 -DEBT SERVICE FUND- DETAIL									
REVENUE									
102-41400 AD VALOREM TAX- CURRENT		\$ 1,509,811	\$ 1,496,395	\$ 4,794	\$ 1,469,700	98.2%	\$ 26,695	\$ 1,482,356	\$ (12,656)
102-41401 AD VALOREM TAX- PRIOR		24,540	33,692	2,429	39,212	116.4%	(5,520)	23,802	15,410
102-41402 AD VALOREM TAX- PENALTY & INTEREST		25,000	27,937	1,858	30,273	108.4%	(2,336)	25,773	4,500
102-47510 INTEREST INCOME		43,000	50,466	1,101	52,515	104.1%	(2,049)	42,686	9,829
102-47511 UNREALIZED GAIN/LOSS ON INVESTMENTS		(566)	-	1,663	1,663	0.0%	(1,663)	305	1,358
102-48529 CERTIFICATES OF OBLIGATION ISSUED		-	-	3,940,000	3,940,000	0.0%	(3,940,000)	-	3,940,000
102-48531 PREMIUM ON DEBT ISSUANCE		-	-	294,384	294,384	0.0%	(294,384)	-	294,384
102-49553 TRANSFER FROM UTILITY FUND		844,872	844,872	70,406	844,871	100.0%	1	874,660	(29,789)
102-49554 TRANSFER FROM HOTEL/MOTEL OCC TAX FUND		-	-	-	-	0.0%	-	41,487	(41,487)
102-49561 TRANSFER FROM VENUE PROJECT FUND		152,478	152,478	12,707	152,478	100.0%	-	124,462	28,016
*** TOTAL REVENUE ***		2,599,135	2,605,840	4,329,342	6,825,096	261.9%	(4,219,256)	2,615,530	4,209,565
102 -DEBT SERVICE FUND- DETAIL									
EXPENSE									
102-55803 BANKING FEES		-	450	10	485	107.8%	(35)	225	260



City of Jacksonville, Texas
Financial Statement
As of September 30, 2024

		Original	Current Total	M-T-D	Y-T-D	% of	Budget	Prior Year	INC/(DEC)
		Total Budget	Budget	Activity	Activity	Budget	Remaining	Y-T-D	Prior Year
102-57861	BOND ISSUANCE COST	-	-	104,743	104,743	0.0%	(104,743)	-	104,743
102-57864	CONTINUING DISCLOSURE	3,500	3,500	-	3,500	100.0%	-	3,500	-
102-57865	DEBT SERVICE INTEREST	821,152	821,152	-	821,106	100.0%	46	853,163	(32,057)
102-57866	DEBT SERVICE PRINCIPAL	1,709,000	1,709,000	-	1,709,000	100.0%	-	1,680,000	29,000
102-57867	PAYING AGENT FEES	2,650	4,150	-	2,850	68.7%	1,300	3,007	(157)
102-59902	TRANSFER TO GEN CAPITAL PROJECTS FUND	-	-	4,110,000	4,110,000	0.0%	(4,110,000)	-	4,110,000
*** TOTAL EXPENSE ***		\$ 2,536,302	\$ 2,538,252	\$ 4,214,753	\$ 6,751,684	266.0%	\$ (4,213,432)	\$ 2,539,895	\$ 4,211,789
103 -CAPITAL PROJECTS FUND (GENERAL)- DETAIL									
REVENUE									
103-43427	MISCELLANEOUS GRANT REVENUE	\$ 1,292,222	\$ 1,211,623	\$ 72,911	\$ 640,404	52.9%	\$ 571,219	\$ 409,182	\$ 231,222
103-47510	INTEREST INCOME	123,301	312,049	20,438	275,232	88.2%	36,817	267,330	7,903
103-47511	UNREALIZED GAIN/LOSS ON INVESTMENTS	(4,241)	-	8,980	8,980	0.0%	(8,980)	1,536	7,444
103-48523	SALE OF CAPITAL PROPERTY	-	-	-	-	0.0%	-	1,095,257	(1,095,257)
103-48525	SALE OF CAPITAL VEHICLES	-	-	-	-	0.0%	-	169,000	(169,000)
103-49550	TRANSFER FROM GENERAL FUND	-	-	-	-	0.0%	-	585,681	(585,681)
103-49560	TRANSFER FROM DEBT SERVICE FUND	-	-	4,110,000	4,110,000	0.0%	(4,110,000)	-	4,110,000
*** TOTAL REVENUE ***		1,411,282	1,523,672	4,212,329	5,034,616	330.4%	(3,510,944)	2,527,986	2,506,630
103 -CAPITAL PROJECTS FUND (GENERAL)- DETAIL									
EXPENSE									
103-52710	R/M STREETS & ALLEYS	4,793,869	4,832,756	529,503	1,782,446	36.9%	3,050,310	-	1,782,446
103-54762	MINOR TOOLS & EQUIPMENT	-	-	-	-	0.0%	-	3,857	(3,857)
103-55803	BANKING FEES	-	-	-	25	0.0%	(25)	60	(35)
103-55805	CONSTRUCTION CONTRACTS	192,222	192,222	53,433	184,833	96.2%	7,389	-	184,833
103-55806	CONSULTING SERVICES	-	-	32,620	32,620	0.0%	(32,620)	-	32,620
103-55812	ENGINEERING SERVICES	500,000	495,555	7,358	220,485	44.5%	275,071	57,320	163,165
103-55824	MISCELLANEOUS SERVICES	100,000	55,900	-	55,175	98.7%	725	44,100	11,075
103-57862	CAPITAL LEASE INTEREST	-	-	-	-	0.0%	-	14,469	(14,469)
103-57863	CAPITAL LEASE PRINCIPAL	-	-	-	-	0.0%	-	754,681	(754,681)
103-58880	CAPITAL BUILDINGS & STRUCTURES	400,000	348,950	14,145	64,940	18.6%	284,010	42,120	22,820
103-58881	CAPITAL MACHINERY & EQUIPMENT	50,000	102,258	-	2,971,610	2906.0%	(2,869,352)	300,862	2,670,748
103-58883	CAPITAL MOTOR VEHICLES	-	-	-	-	0.0%	-	173,932	(173,932)
103-58884	CAPITAL PARK IMPROVEMENTS	778,365	755,103	315	137,886	18.3%	617,217	68,152	69,734
103-59903	TRANSFER TO GRANT FUND	500,000	500,000	41,667	500,000	100.0%	(0)	639,135	(139,135)
103-59911	TRANSFER TO VEHICLE / EQUIPMENT REPLACEMENT FUND	-	-	-	-	0.0%	-	212,192	(212,192)
*** TOTAL EXPENSE ***		\$ 7,314,456	\$ 7,282,744	\$ 679,040	\$ 5,950,019	81.7%	\$ 1,332,725	\$ 2,310,880	\$ 3,639,139
104 -VEHICLE & EQUIPMENT REPLACEMENT FUND - DETAIL									
REVENUE									
104-47510	INTEREST INCOME	\$ 50,000	\$ 62,000	\$ 4,474	\$ 64,077	103.4%	\$ (2,077)	\$ 5,750	\$ 58,328
104-47511	UNREALIZED GAIN/LOSS ON INVESTMENTS	-	-	1,812	1,812	0.0%	(1,812)	1,594	217
104-48525	SALE OF CAPITAL VEHICLES	65,000	81,000	-	-	0.0%	81,000	-	-
104-49550	TRANSFER FROM GENERAL FUND	-	600,000	50,000	600,000	100.0%	-	1,180,000	(580,000)
104-49556	TRANSFER FROM GEN CAPITAL PROJECTS FUND	-	-	-	-	0.0%	-	212,192	(212,192)
*** TOTAL REVENUE ***		115,000	743,000	56,286	665,889	89.6%	77,111	1,399,536	(733,647)
104 -VEHICLE & EQUIPMENT REPLACEMENT FUND - DETAIL									
EXPENSE									
104-58881	CAPITAL MACHINERY & EQUIPMENT	318,407	288,776	-	288,776	100.0%	(0)	-	288,776
104-58883	CAPITAL MOTOR VEHICLES	624,750	667,446	202,175	613,652	91.9%	53,794	-	613,652



City of Jacksonville, Texas
Financial Statement
As of September 30, 2024

		Original Total Budget	Current Total Budget	M-T-D Activity	Y-T-D Activity	% of Budget	Budget Remaining	Prior Year Y-T-D	INC/(DEC) Prior Year
*** TOTAL EXPENSE ***		\$ 943,157	\$ 956,222	\$ 202,175	\$ 902,428	94.4%	\$ 53,794	\$ -	\$ 902,428
Fund: 110 - GRANT FUND- DETAIL									
REVENUE									
110-43420	DEPT OF JUSTICE GRANT REVENUE	\$ 53,421	\$ 44,563	\$ -	\$ 34,839	78.2%	\$ 9,724	\$ 37,710	\$ (2,870)
110-43421	TX DEPT OF STATE HEALTH SERVICES GRANT REVENUE	8,250	9,133	-	33,133	362.8%	(24,000)	40,017	(6,884)
110-43425	TX STATE LIB & ARC COMMISS GRANT REVENUE	7,610	8,127	1,706	8,186	100.7%	(59)	8,127	59
110-43427	MISCELLANEOUS GRANT REVENUE	-	-	-	6,513	0.0%	(6,513)	39,105	(32,592)
110-43431	TXDOT GRANT REVENUE	9,000	12,843	2,862	4,602	35.8%	8,241	3,781	821
110-43433	TX PARKS & WILDLIFE GRANT REVENUE	756,040	1,131,040	-	131,040	11.6%	1,000,000	47,719	83,321
110-43435	TX DEPT OF AGRICULTURE GRANT REVENUE	-	45,900	-	45,900	100.0%	-	260,800	(214,900)
110-49556	TRANSFER FROM GEN CAPITAL PROJECTS FUND	500,000	500,000	41,667	500,000	100.0%	(0)	639,135	(139,135)
*** TOTAL REVENUE ***		1,334,321	1,751,606	46,235	764,213	43.6%	987,393	1,076,393	(312,181)
Fund: 110 - GRANT FUND- DETAIL									
EXPENSE									
110-51601	OPERATIONAL	51,951	42,834	-	33,110	77.3%	9,724	37,239	(4,129)
110-51629	OVERTIME	9,000	12,843	2,862	4,602	35.8%	8,241	3,022	1,580
110-51636	OVERTIME- TRAFFIC STEP	-	-	-	-	0.0%	-	759	(759)
110-53732	PHONE/CABLE/INTERNET	6,480	6,480	-	6,480	100.0%	-	6,480	-
110-54740	AMBULANCE SUPPLIES	8,250	9,133	-	9,133	100.0%	1	8,217	916
110-54760	LIBRARY SUPPLIES	-	1,803	-	136	7.5%	1,667	1,326	(1,190)
110-54765	OFFICE EQUIP/FURNITURE/FIXTR	-	-	300	300	0.0%	(300)	6,897	(6,597)
110-54766	OFFICE SUPPLIES	-	-	390	390	0.0%	(390)	-	390
110-54771	PROGRAMMING SUPPLIES	1,130	1,647	-	1,667	101.2%	(20)	2,065	(398)
110-54779	WEARING APPAREL	1,470	1,729	-	1,729	100.0%	(0)	971	758
110-55812	ENGINEERING SERVICES	41,500	41,500	-	4,150	10.0%	37,350	68,575	(64,425)
110-55814	GRANT ADMINISTRATION	-	-	-	-	0.0%	-	4,900	(4,900)
110-55824	MISCELLANEOUS SERVICES	-	-	2,427	2,427	0.0%	(2,427)	-	2,427
110-55821	LEGAL ADVERTISING	-	-	-	-	0.0%	-	296	(296)
110-56852	TRAINING EXPENSES	-	-	-	24,000	0.0%	(24,000)	31,800	(7,800)
110-58884	CAPITAL PARK IMPROVEMENTS	1,617,150	1,634,338	-	133,436	8.2%	1,500,902	144,762	(11,326)
110-58885	CAPITAL SDWLKS/CLVRTS/BRDGS	-	-	-	-	0.0%	-	259,807	(259,807)
110-58887	LIBRARY BOOKS & MATERIALS	-	(9)	-	(9)	101.9%	0	313	(322)
110-59900	TRANSFER TO GENERAL FUND	-	-	-	902	0.0%	(902)	400,003	(399,101)
*** TOTAL EXPENSE ***		\$ 1,736,931	\$ 1,752,298	\$ 5,979	\$ 222,452	12.7%	\$ 1,529,846	\$ 977,431	\$ (754,978)
201 - WATER & WASTEWATER UTILITY FUND- DETAIL									
REVENUE									
201-43426	JEDCO FINANCING	\$ -	\$ -	\$ -	\$ -	0.0%	\$ -	\$ 4,450	\$ (4,450)
201-43427	MISCELLANEOUS GRANT REVENUE	900,000	710,138	(550)	244,548	34.4%	465,590	255,424	(10,875)
201-46472	ACCOUNT TRANSFER FEES	3,000	3,000	50	2,300	76.7%	700	2,200	100
201-46480	WATER SALES	4,029,975	3,900,000	351,463	3,631,132	93.1%	268,868	3,856,831	(225,699)
201-46481	WATER TAP FEES	6,000	6,000	250	3,500	58.3%	2,500	5,750	(2,250)
201-46482	SEWER SALES	3,291,465	3,321,465	290,673	3,128,832	94.2%	192,633	2,666,092	462,740
201-46483	SEWER TAP FEES	7,500	7,500	1,000	6,000	80.0%	1,500	10,407	(4,407)
201-46484	PENALTIES	185,000	175,000	15,054	177,091	101.2%	(2,091)	183,794	(6,702)
201-46486	RECONNECT FEES	100	100	65	97	96.7%	3	91	6
201-46488	METER TAMPERING FEES	600	600	-	467	77.8%	133	444	22
201-46489	NSF CHECK FEES	2,000	2,000	270	2,254	112.7%	(254)	1,860	394
201-46491	SERVICE APPLICATION FEES	13,000	13,000	1,475	13,466	103.6%	(466)	13,150	316
201-46501	METER PURCHASE FEE	12,000	12,000	1,289	12,329	102.7%	(329)	16,864	(4,535)
201-46504	WATER BORE FEES	-	3,000	-	5,500	183.3%	(2,500)	1,500	4,000
201-47510	INTEREST INCOME	250,000	384,155	32,066	398,252	103.7%	(14,097)	304,145	94,107
201-47511	UNREALIZED GAIN/LOSS ON INVESTMENTS	(5,868)	-	20,284	20,284	0.0%	(20,284)	2,205	18,079
201-48515	MISCELLANEOUS REVENUE	1,500	1,500	-	-	0.0%	1,500	2,169	(2,169)
201-48517	REBATES & DISCOUNTS	4,000	4,000	-	2,354	58.9%	1,646	4,246	(1,891)



City of Jacksonville, Texas
Financial Statement
As of September 30, 2024

		Original Total Budget	Current Total Budget	M-T-D Activity	Y-T-D Activity	% of Budget	Budget Remaining	Prior Year Y-T-D	INC/(DEC) Prior Year
201-48518 INSURANCE PROCEEDS		15,250	15,250	-	18,499	121.3%	(3,249)	98,153	(79,655)
201-48522 SALE OF CAPITAL EQUIPMENT		-	-	-	-	0.0%	-	8,860	(8,860)
201-48547 SCRAP METAL REVENUE		-	4,864	58	3,760	77.3%	1,104	-	3,760
*** TOTAL REVENUE ***		8,715,522	8,563,572	713,447	7,670,664	89.6%	892,908	7,438,635	232,029
201 -WATER & WASTEWATER UTILITY FUND- DETAIL EXPENSE									
51-EMPLOYEE SERVICES									
201-51600 SUPERVISION		147,869	147,869	17,062	147,462	99.7%	407	142,960	4,503
201-51601 OPERATIONAL		781,501	778,548	81,809	749,388	96.3%	29,160	754,523	(5,135)
201-51612 ON CALL STIPEND		9,125	1,840	210	1,830	99.5%	10	3,895	(2,065)
201-51613 BI-LINGUAL PAY		1,800	1,800	225	1,795	99.7%	5	1,805	(11)
201-51614 CERTIFICATION PAY		6,900	6,900	938	7,478	108.4%	(578)	7,022	455
201-51616 EDUCATION PAY		3,900	3,900	488	3,888	99.7%	12	5,262	(1,373)
201-51617 LONGEVITY PAY		11,122	11,122	1,384	10,889	97.9%	233	10,949	(60)
201-51620 AUTO ALLOWANCE		2,001	2,001	-	1,334	66.6%	667	2,000	(667)
201-51621 CELL PHONE ALLOWANCE		2,100	2,100	350	2,100	100.0%	-	2,100	-
201-51623 OVERTIME- CALL-OUT		-	-	-	-	0.0%	-	26,912	(26,912)
201-51626 OVERTIME- HOLIDAY WORKED		-	-	-	-	0.0%	-	9,223	(9,223)
201-51629 OVERTIME		189,721	145,251	26,984	158,940	109.4%	(13,689)	126,758	32,182
201-51632 OVERTIME- SCHEDULED (MANDATED)		-	-	-	-	0.0%	-	19,217	(19,217)
201-51638 FICA		88,447	84,047	9,762	81,610	97.1%	2,437	83,938	(2,329)
201-51639 DENTAL INSURANCE		6,466	6,466	748	6,319	97.7%	147	6,358	(39)
201-51640 HEALTH INSURANCE		104,851	82,351	11,857	102,486	124.4%	(20,135)	98,258	4,228
201-51641 LIFE INSURANCE		366	366	59	320	87.4%	46	549	(229)
201-51642 TMRS		122,897	109,047	13,762	114,514	105.0%	(5,467)	115,711	(1,197)
201-51643 WORKER'S COMPENSATION		23,096	19,196	1,995	18,196	94.8%	1,000	17,978	218
201-51644 CONTRA WAGE EXPENSE		-	-	-	(2,037)	0.0%	2,037	(258)	(1,780)
201-51646 CONTRACT LABOR		4,800	4,800	-	2,100	43.8%	2,700	6,513	(4,413)
*** EXPENSE CATEGORY TOTALS ***		1,506,962	1,407,604	167,633	1,408,610	100.1%	(1,006)	1,441,673	(33,063)
52-MAINTENANCE									
201-52700 R/M BUILDINGS & STRUCTURES		165,501	542,417	62,645	453,552	83.6%	88,864	84,091	369,461
201-52701 R/M EQUIPMENT & MACHINERY		57,364	68,805	7,943	49,395	71.8%	19,410	47,882	1,513
201-52702 R/M LIFT STATIONS		470,000	410,000	90,246	152,844	37.3%	257,156	50,399	102,445
201-52703 R/M METERS TAPS SVC CONNECTS		100,000	92,800	6,684	90,504	97.5%	2,296	113,142	(22,638)
201-52704 R/M MISCELLANEOUS		-	300	18	253	84.2%	47	108	144
201-52705 R/M MOTOR VEHICLES		6,110	6,610	2,555	8,686	131.4%	(2,076)	9,751	(1,064)
201-52710 R/M STREETS & ALLEYS		45,000	84,977	18,382	63,608	74.9%	21,369	34,754	28,854
201-52711 R/M WASTEWATER PLANTS		160,000	120,000	2,961	152,090	126.7%	(32,090)	37,246	114,844
201-52712 R/M WATER & WASTEWATER MAINS		6,494,214	1,913,004	9,154	732,414	38.3%	1,180,590	573,422	158,992
201-52713 R/M WATER STORAGE TANKS		30,000	18,500	11,207	26,225	141.8%	(7,725)	16,923	9,302
201-52714 R/M WATER WELLS		140,460	134,060	4,246	132,391	98.8%	1,669	57,057	75,333
201-52715 DAMAGES & CLAIMS		15,250	40,086	-	34,208	85.3%	5,878	104,518	(70,310)
*** EXPENSE CATEGORY TOTALS ***		7,683,899	3,431,559	216,041	1,896,169	55.3%	1,535,389	1,129,292	766,877
53-UTILITIES									
201-53730 ELECTRICITY		525,000	500,000	84,628	477,291	95.5%	22,709	497,762	(20,471)
201-53731 NATURAL GAS		606	606	51	567	93.6%	39	588	(20)
201-53732 PHONE/CABLE/INTERNET		18,431	13,931	1,542	16,878	121.2%	(2,947)	17,517	(639)
201-53733 WATER/SEWER & GARBAGE		42,600	46,100	106	27,345	59.3%	18,755	40,853	(13,508)
*** EXPENSE CATEGORY TOTALS ***		586,637	560,637	86,326	522,082	93.1%	38,556	556,720	(34,638)
54-SUPPLIES									
201-54745 CASH OVER/SHORT		-	-	27	(14)	0.0%	14	33	(46)
201-54746 CHEMICAL SUPPLIES		307,075	283,975	27,396	234,212	82.5%	49,763	264,451	(30,239)



City of Jacksonville, Texas
Financial Statement
As of September 30, 2024

		Original Total Budget	Current Total Budget	M-T-D Activity	Y-T-D Activity	% of Budget	Budget Remaining	Prior Year Y-T-D	INC/(DEC) Prior Year
201-54752	FOOD	2,800	3,800	390	3,268	86.0%	532	4,700	(1,432)
201-54753	GROUNDWATER PURCHASES	35,000	30,000	-	22,880	76.3%	7,120	27,940	(5,060)
201-54756	JANITORIAL SUPPLIES	5,550	6,550	863	5,932	90.6%	618	5,651	280
201-54758	LAB EQUIPMENT & SUPPLIES	8,865	7,000	395	7,355	105.1%	(355)	7,625	(270)
201-54762	MINOR TOOLS & EQUIPMENT	21,726	14,713	2,005	25,655	174.4%	(10,943)	37,216	(11,561)
201-54763	MISCELLANEOUS SUPPLIES	4,395	6,145	442	5,799	94.4%	347	7,783	(1,984)
201-54764	MOTOR VEHICLE FUEL	58,215	62,965	10,369	84,542	134.3%	(21,577)	85,582	(1,040)
201-54765	OFFICE EQUIP/FURNITURE/FIXTR	532	532	-	-	0.0%	532	465	(465)
201-54766	OFFICE SUPPLIES	3,974	4,074	411	4,523	111.0%	(449)	3,150	1,373
201-54768	PLAQUES & AWARDS	867	867	-	-	0.0%	867	413	(413)
201-54769	POSTAGE	658	658	38	3,562	541.0%	(2,903)	602	2,960
201-54770	PRINTING SUPPLIES	-	-	-	1,925	0.0%	(1,925)	-	1,925
201-54778	TECHNOLOGY SUPPLIES	61,240	63,475	79	66,035	104.0%	(2,560)	61,328	4,706
201-54779	WEARING APPAREL	17,076	12,245	2,569	12,879	105.2%	(634)	11,270	1,609
*** EXPENSE CATEGORY TOTALS ***		527,972	496,998	44,982	478,552	96.3%	18,447	518,208	(39,657)
55-SERVICES									
201-55800	ACCOUNTING & AUDITING	17,100	17,100	-	17,280	101.1%	(180)	17,100	180
201-55802	BAD DEBT EXPENSE	-	-	42,597	42,597	0.0%	(42,597)	33,332	9,265
201-55803	BANKING FEES	840	840	53	555	66.1%	285	228	328
201-55804	BILLING & COLLECTION SERVICES	50,000	58,000	9,176	49,236	84.9%	8,764	48,656	580
201-55809	CREDIT CARD PROCESSING FEES	113,440	128,440	28,804	135,428	105.4%	(6,988)	93,788	41,640
201-55811	ELECTROINC PAYMENT- UB CREDITS	24,240	25,240	2,294	26,242	104.0%	(1,002)	39,758	(13,516)
201-55812	ENGINEERING SERVICES	56,508	55,958	11,528	32,833	58.7%	23,125	413	32,421
201-55813	FEES & PERMITS	38,000	36,500	-	37,697	103.3%	(1,197)	35,213	2,484
201-55815	INSURANCE-PROPERTY, PLANT, & EQUIPMENT	91,226	100,441	-	100,441	100.0%	0	91,107	9,334
201-55818	LAB SERVICES	168,044	71,687	4,620	66,420	92.7%	5,267	58,124	8,296
201-55819	LEASE/RENTAL OF EQUIPMENT	34,904	21,404	9,214	46,215	215.9%	(24,811)	40,140	6,075
201-55821	LEGAL ADVERTISING	1,050	1,050	435	2,619	249.4%	(1,569)	773	1,846
201-55824	MISCELLANEOUS SERVICES	30,199	32,030	60	25,907	80.9%	6,122	85,817	(59,910)
201-55826	PUBLIC COMMUNICATION	5,000	5,000	-	-	0.0%	5,000	7,388	(7,388)
201-55828	SOFTWARE	3,646	3,646	614	4,642	127.3%	(996)	3,723	918
201-55829	SPECIAL SERVICES	-	-	-	-	0.0%	-	-	-
201-55834	SOLID WASTE & SLUDGE DISPOSAL	200,000	272,250	45,935	284,206	104.4%	(11,956)	242,165	42,042
*** EXPENSE CATEGORY TOTALS ***		834,196	829,585	155,330	872,318	105.2%	(42,733)	797,724	74,594
56-TRAVEL & EDUCATION EXPENDITURES									
201-56851	MEMBERSHIP DUES	627	627	-	111	17.7%	516	210	(99)
201-56852	TRAINING EXPENSES	13,989	6,489	(53)	2,724	42.0%	3,765	6,846	(4,122)
201-56853	TRAVEL & LODGING EXPENSES	2,995	995	143	143	14.3%	852	1,798	(1,655)
*** EXPENSE CATEGORY TOTALS ***		17,611	8,111	90	2,978	36.7%	5,133	8,854	(5,877)
57-DEBT SERVICE									
201-57862	CAPITAL LEASE INTEREST	4,991	4,991	-	4,991	100.0%	0	8,836	(3,845)
201-57863	CAPITAL LEASE PRINCIPAL	154,592	154,592	-	154,592	100.0%	(0)	150,747	3,845
*** EXPENSE CATEGORY TOTALS ***		159,583	159,583	-	159,583	100.0%	(0)	159,583	0
58-CAPITAL EXPENDITURES									
201-58880	CAPITAL BUILDINGS & STRUCTURES	45,250	45,250	6,250	6,250	13.8%	39,000	(25,173)	31,423
201-58881	CAPITAL MACHINERY & EQUIPMENT	232,955	230,398	-	103,694	45.0%	126,704	-	103,694
201-58882	CAPITAL MISCELLANEOUS	-	-	69,404	69,404	0.0%	(69,404)	-	69,404
201-58890	DEPRECIATION EXPENSE	-	-	-	-	0.0%	-	797,906	(797,906)
*** EXPENSE CATEGORY TOTALS ***		278,205	275,648	75,654	179,348	65.1%	96,300	772,732	(593,385)
59-TRANSFERS OUT									
201-59900	TRANSFER TO GENERAL FUND	1,472,014	1,472,014	122,668	1,472,014	100.0%	0	1,608,483	(136,469)



City of Jacksonville, Texas
Financial Statement
As of September 30, 2024

		Original Total Budget	Current Total Budget	M-T-D Activity	Y-T-D Activity	% of Budget	Budget Remaining	Prior Year Y-T-D	INC/(DEC) Prior Year
201-59901 TRANSFER TO DEBT SERVICE FUND		844,871	844,871	70,406	844,871	100.0%	(0)	874,660	(29,789)
201-59905 TRANSFER TO UT CAPITAL PROJECTS FUND		-	-	-	-	0.0%	-	71,392	(71,392)
*** EXPENSE CATEGORY TOTALS ***		2,316,885	2,316,885	193,074	2,316,885	100.0%	-	2,554,535	(237,650)
*** TOTAL EXPENSE ***		\$ 13,911,949	\$ 9,486,609	\$ 939,129	\$ 7,836,524	82.6%	\$ 1,650,085	\$ 7,939,322	\$ (102,798)
203 -CAPITAL PROJECTS FUND (UTILITY)- DETAIL									
REVENUE									
203-43427	MISCELLANEOUS GRANT REVENUE	\$ -	\$ -	\$ -	\$ -	0.0%	\$ -	\$ 818,762	\$ (818,762)
203-47510	INTEREST INCOME	-	-	-	-	0.0%	-	29,333	(29,333)
203-47511	UNREALIZED GAIN/LOSS ON INVESTMENTS	-	-	-	-	0.0%	-	230	(230)
203-48515	MISCELLANEOUS REVENUE	-	-	-	-	0.0%	-	45,777	(45,777)
203-49553	TRANSFER FROM UTILITY FUND	-	-	-	-	0.0%	-	71,392	(71,392)
*** TOTAL REVENUE ***		-	-	-	-	0.0%	-	965,494	(965,494)
203 -CAPITAL PROJECTS FUND (UTILITY)- DETAIL									
EXPENSE									
203-52700	R/M BUILDINGS & STRUCTURES	-	-	-	-	0.0%	-	15,687	(15,687)
203-52702	R/M LIFT STATIONS	-	-	-	-	0.0%	-	33,817	(33,817)
203-52711	R/M WASTEWATER PLANTS	-	-	-	-	0.0%	-	14,118	(14,118)
203-52712	R/M WATER & WASTEWATER MAINS	-	-	-	-	0.0%	-	890,154	(890,154)
203-52714	R/M WATER WELLS	-	-	-	-	0.0%	-	431,480	(431,480)
203-55812	ENGINEERING SERVICES	-	-	-	-	0.0%	-	155,228	(155,228)
203-55824	MISCELLANEOUS SERVICES	-	-	-	-	0.0%	-	1,991	(1,991)
203-58880	CAPITAL BUILDINGS & STRUCTURES	-	-	-	-	0.0%	-	25,173	(25,173)
*** TOTAL EXPENSE ***		\$ -	\$ -	\$ -	\$ -	0.0%	\$ -	\$ 1,567,647	\$ (1,567,647)



NON MAJOR FUNDS SUMMARY						
	111 HOTEL/MOTEL OCCUPANCY TAX FUND	112 COURT TECHNOLOGY FUND	113 COURT SECURITY FUND	114 COURT CHILD SAFETY TRUST FUND	115 POLICE STATE FORFEITURE FUND	116 POLICE FEDERAL FORFEITURE FUND
Beginning Fund Balance	\$ 806,052	\$ -	\$ 151,869	\$ 12,440	\$ 12,567	\$ 6,705
REVENUE						
TAXES	308,675	-	-	-	-	-
FRANCHISE FEES	-	-	-	-	-	-
INTERGOVERNMENTAL REVENUE	-	-	-	-	23,599	-
FINES & FORFEITURE	-	9,992	12,092	1,522	-	-
LICENSE & PERMITS	-	-	-	-	-	-
FEES & CHARGES FOR SERVICES	1,180	-	-	-	-	-
INVESTMENT INCOME	28,858	-	9,125	791	1,014	327
MISCELLANEOUS RECEIPTS	114,031	-	-	-	-	-
TRANSFERS IN	-	4,149	-	-	-	-
Total	452,744	14,141	21,216	2,313	24,613	327
EXPENSE						
EMPLOYEE SERVICES	28,672	-	-	-	-	-
MAINTENANCE	1,340	-	-	-	-	-
UTILITIES	2,131	-	-	-	-	-
SUPPLIES	5,202	-	-	-	-	3,474
SERVICES	72,038	-	-	-	-	-
TRAVEL & EDUCATION EXPENDITURE	250	-	-	-	-	-
DEBT SERVICE	-	14,141	-	-	-	-
CAPITAL EXPENDITURES	-	-	-	-	-	-
TRANSFERS OUT	733,987	-	7,540	-	-	-
Total	843,620	14,141	7,540	-	-	3,474
Surplus (Deficit)	(390,875)	-	13,676	2,313	24,613	(3,147)
Ending Fund Balance	\$ 415,176	\$ -	\$ 165,545	\$ 14,754	\$ 37,180	\$ 3,558



City of Jacksonville, Texas
Financial Statement
As of September 30, 2024

NON MAJOR FUNDS SUMMARY					Keep Jacksonville Beautiful
	118 POLICE LEOSE	119 WAR MEMORIAL FUND	120 VENUE PROJECT FUND	TOTAL	301 BEAUTIFICATION FUND
Beginning Fund Balance	\$ -	\$ 10,395	\$ 383,098	\$ 1,383,126	\$ 22,790
REVENUE					
TAXES	-	-	88,216	396,891	-
FRANCHISE FEES	-	-	-	-	-
INTERGOVERNMENTAL REVENUE	5,631	-	214,286	237,885	-
FINES & FORFEITURE	-	-	-	23,605	-
LICENSE & PERMITS	-	-	-	-	-
FEES & CHARGES FOR SERVICES	-	-	31,515	32,695	-
INVESTMENT INCOME	188	495	8,911	49,522	1,216
MISCELLANEOUS RECEIPTS	-	-	29,129	143,160	2,956
TRANSFERS IN	-	-	681,436	685,585	6,000
Total	5,819	495	1,053,493	1,569,343	10,173
EXPENSE					
EMPLOYEE SERVICES	-	-	84,517	113,189	-
MAINTENANCE	-	10,811	135,307	147,457	-
UTILITIES	-	-	22,816	24,947	-
SUPPLIES	-	-	19,819	28,495	12,720
SERVICES	-	-	48,230	120,269	-
TRAVEL & EDUCATION EXPENDITURE	-	-	275	525	-
DEBT SERVICE	-	-	-	14,141	-
CAPITAL EXPENDITURES	-	-	973,149	973,149	-
TRANSFERS OUT	-	79	152,478	894,084	-
Total	-	10,890	1,436,591	2,316,256	12,720
Surplus (Deficit)	5,819	(10,395)	(383,098)	(746,913)	(2,547)
Ending Fund Balance	\$ 5,819	\$ -	\$ -	\$ 636,213	\$ 20,243



City of Jacksonville, Texas
Financial Statement
As of September 30, 2024

Summary of Cash and Investment Activity				
	Par Value	Book Value	Market Value	Ratio Market-to-Book Value
Beginning Balances				
Cash	\$ 6,301,372.53	\$ 6,301,372.53	\$ 6,301,372.53	100.00%
Investments	12,417,562.51	12,417,562.51	12,417,562.51	100.00%
Total	18,718,935.04	18,718,935.04	18,718,935.04	100.00%
Activity				
Cash	666,880.55	666,880.55	666,880.55	
Investments				
Net Accretion & Amortization				
Purchases	9,919,109.74	9,919,109.74	9,919,109.74	
Maturities/Calls	(6,982,233.02)	(6,982,233.02)	(6,982,233.02)	
Changes to Market Value	-	-	31,624.17	
Net Monthly Activity	3,603,757.27	3,603,757.27	3,635,381.44	
Ending Balances				
Cash	6,968,253.08	6,968,253.08	6,968,253.08	100.00%
Investments	15,354,439.23	15,354,439.23	15,386,063.40	100.21%
Total	\$ 22,322,692.31	\$ 22,322,692.31	\$ 22,354,316.48	100.14%



City of Jacksonville, Texas
Financial Statement
As of September 30, 2024

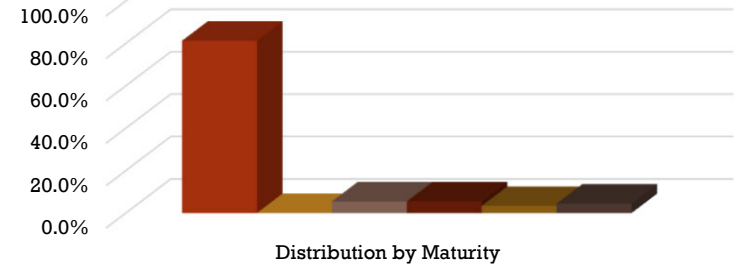
Summary of Cash and Investment Activity												
Purchase Date	Maturity Date	CUSIP / CD Number	Security Type	Par Value	Coupon	Purchase			Book Value	Market Value	Gain / (Loss)	Days to Maturity
						Price	Yield	Principal				
N/A	N/A	N/A	Cash In Austin Bank	\$1,102,849		\$ 100.000	5.300%	\$ 1,102,849	\$ 1,102,849	\$ 1,102,849	\$ -	1
N/A	N/A	N/A	Cash In BOK Financial	5,865,404		100.000	5.130%	5,865,404	5,865,404	5,865,404	-	1
N/A	N/A	N/A	FNC - Cash, Money Funds, and Bank Deposits	2,418		100.000	4.230%	2,418	2,418	2,418	-	1
N/A	N/A	N/A	LOGIC	2,562,732		100.000	5.234%	2,562,732	2,562,732	2,562,732	-	1
N/A	N/A	N/A	TexSTAR	1,402,016		100.000	5.132%	1,402,016	1,402,016	1,402,016	-	1
N/A	N/A	N/A	TexasDAILY	1,402,072		100.000	5.160%	1,402,072	1,402,072	1,402,072	-	1
N/A	N/A	N/A	Lone Star	1,402,080		100.000	5.170%	1,402,080	1,402,080	1,402,080	-	1
N/A	N/A	N/A	Texas FIT	4,395,122		100.000	5.210%	4,395,122	4,395,122	4,395,122	-	1
1/31/2022	1/31/2025	70962LBA9	CD - Pentagon Federal Cr Un Tysons Corner Va	249,000		100.000	1.260%	249,000	249,000	246,209	(2,791)	123
2/15/2022	2/14/2025	3133ENPG9	US Agency- Federal Farm Credit Bank	250,000		100.000	1.760%	250,000	250,000	247,388	(2,613)	137
2/23/2022	3/3/2025	02589ABM3	CD - American Express Natl Bk	248,000		100.000	1.820%	248,000	248,000	245,133	(2,867)	154
3/7/2024	3/7/2025	06051XBA9	CD - Bank Amer Na Charlotte NC	237,000		100.000	5.130%	237,000	237,000	237,481	481	158
3/13/2024	3/13/2025	319477AX3	CD - First-Citizens Bk & Tr Co Raleigh NC	237,000		100.000	5.130%	237,000	237,000	237,521	521	164
6/5/2024	6/5/2025	15987UCUO	CD - Charles Schwab Bk SSB Westlake Tex	248,000		100.000	5.310%	248,000	248,000	249,607	1,607	248
3/6/2024	6/6/2025	33847GEK4	CD - Flagstar Bk Natl Assn Hicksville New York	240,000		100.000	5.120%	240,000	240,000	241,399	1,399	249
6/26/2024	6/26/2025	200339GFO	CD - Comerica Bk Dallas Tex	249,000		100.000	5.310%	249,000	249,000	250,870	1,870	269
7/11/2024	7/11/2025	89841MBE6	CD - Trustone Finl Cr Un Plymouth Minn	249,000		100.000	5.210%	249,000	249,000	250,890	1,890	284
3/12/2024	9/12/2025	95763PSJ1	CD - Western Alliance Bk Phoenix	240,000		100.000	5.040%	240,000	240,000	242,390	2,390	347
3/8/2024	12/8/2025	27002YGG5	CD - Eaglebank Bethesda Md	248,000		100.000	4.790%	248,000	248,000	250,671	2,671	434
6/20/2024	12/19/2025	05584CPQ3	CD - BNY Mellon Na Instl	249,000		100.000	5.030%	249,000	249,000	252,461	3,461	445
5/3/2024	5/4/2026	17312Q4UO	CD- Citibank Natl Assn Sioux Falls	249,000		100.000	4.910%	249,000	249,000	253,238	4,238	581
6/20/2024	12/21/2026	61768E5Q2	CD - Morgan Stanley Private Bk Natl Assn	248,000		100.000	4.920%	248,000	248,000	254,540	6,540	812
3/28/2024	3/29/2027	369674CV6	CD - General Elec Cr Un Cincinnati	249,000		100.000	4.640%	249,000	249,000	254,650	5,650	910
4/30/2024	4/30/2027	91739JAG0	CD - Utah First Fed Cr Un Salt Lake City	249,000		100.000	4.640%	249,000	249,000	254,812	5,812	942
8/23/2024	8/23/2027	98138MCH1	CD - Workers Fed Cr Un Littleton Ma	249,000		100.000	3.970%	249,000	249,000	250,365	1,365	1,057
Totals/Weighted Average				\$ 22,322,692			5.023%	\$22,322,692	\$ 22,322,692	\$ 22,354,316	\$ 31,624	82
Benchmark - 13-week Treasury Bill Rates Coupon Equivalent							4.640%					



Summary of Cash and Investment Activity

Distribution by Maturity

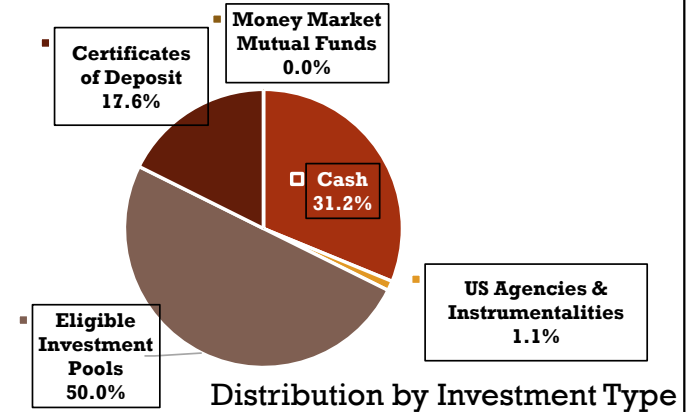
	Par Value	Percent
1 to 30 days	\$18,134,692	81.2%
31 to 90 days	-	0.0%
91 to 180 days	1,221,000	5.5%
181 days to 1 year	1,226,000	5.5%
1 to 2 years	746,000	3.3%
More than 2 years	995,000	4.5%
	<u>\$ 22,322,692</u>	<u>100.0%</u>



1 to 30 days 31 to 90 days 91 to 180 days
181 days to 1 year 1 to 2 years More than 2 years

Distribution by Investment Type

	Book Value	Percent
Cash	\$6,968,253	31.2%
US Agencies & Instrumentalities	250,000	1.1%
Eligible Investment Pools	11,164,021	50.0%
Certificates of Deposit	3,938,000	17.6%
US Treasury Bills / Notes / Bonds	-	0.0%
Money Market Mutual Funds	2,418	0.0%
Repurchase Agreements	-	0.0%
	<u>\$ 22,322,692</u>	<u>100.0%</u>





City of Jacksonville, Texas
Financial Statement
As of September 30, 2024

Summary of Cash and Investment Activity									
Transaction Information				Beginning			Ending		
Dates		Description	Security Type	Par Value	Book Value	Market Value	Par Value	Book Value	Market Value
Purchase	Maturity								
N/A	N/A	FNC - Cash, Money Funds, and Bank Deposits	Money Market Mutual Funds	\$ 56,055	\$ 56,055	\$ 56,055	\$ 2,418	\$ 2,418	\$ 2,418
N/A	N/A	LOGIC	Investment Pool	805,461	805,461	805,461	2,562,732	2,562,732	2,562,732
N/A	N/A	TexSTAR	Investment Pool	805,293	805,293	805,293	1,402,016	1,402,016	1,402,016
N/A	N/A	TexasDAILY	Investment Pool	805,282	805,282	805,282	1,402,072	1,402,072	1,402,072
N/A	N/A	Lone Star	Investment Pool	805,302	805,302	805,302	1,402,080	1,402,080	1,402,080
N/A	N/A	Texas FIT	Investment Pool	4,711,169	4,711,169	4,711,169	4,395,122	4,395,122	4,395,122
9/22/2023	9/20/2024	CD - Centris Fed Cr Un Omaha Neb	Certificate of Deposit	241,000	241,000	241,000	-	-	-
1/31/2022	1/31/2025	CD - Pentagon Federal Cr Un Tysons Corner Va	Certificate of Deposit	249,000	249,000	249,000	249,000	249,000	246,209
2/15/2022	2/14/2025	US Agency- Federal Farm Credit Bank	Certificate of Deposit	250,000	250,000	250,000	250,000	250,000	247,388
2/23/2022	3/3/2025	CD - American Express Natl Bk	Certificate of Deposit	248,000	248,000	248,000	248,000	248,000	245,133
3/7/2024	3/7/2025	CD - Bank Amer Na Charlotte NC	Certificate of Deposit	237,000	237,000	237,000	237,000	237,000	237,481
3/13/2024	3/13/2025	CD - First-Citizens Bk & Tr Co Raleigh NC	Certificate of Deposit	237,000	237,000	237,000	237,000	237,000	237,521
6/5/2024	6/5/2025	CD - Charles Schwab Bk SSB Westlake Tex	Certificate of Deposit	248,000	248,000	248,000	248,000	248,000	249,607
3/6/2024	6/6/2025	CD - Flagstar Bk Natl Assn Hicksville New York	Certificate of Deposit	240,000	240,000	240,000	240,000	240,000	241,399
6/26/2024	6/26/2025	CD - Comerica Bk Dallas Tex	Certificate of Deposit	249,000	249,000	249,000	249,000	249,000	250,870
7/11/2024	7/11/2025	CD - Trustone Finl Cr Un Plymouth Minn	Certificate of Deposit	249,000	249,000	249,000	249,000	249,000	250,890
3/12/2024	9/12/2025	CD - Western Alliance Bk Phoenix	Certificate of Deposit	240,000	240,000	240,000	240,000	240,000	242,390
3/8/2024	12/8/2025	CD - Eaglebank Bethesda Md	Certificate of Deposit	248,000	248,000	248,000	248,000	248,000	250,671
6/20/2024	12/19/2025	CD - BNY Mellon Na Instl	Certificate of Deposit	249,000	249,000	249,000	249,000	249,000	252,461
5/3/2024	5/4/2026	CD- Citibank Natl Assn Sioux Falls	Certificate of Deposit	249,000	249,000	249,000	249,000	249,000	253,238
6/20/2024	12/21/2026	CD - Morgan Stanley Private Bk Natl Assn	Certificate of Deposit	248,000	248,000	248,000	248,000	248,000	254,540
3/28/2024	3/29/2027	CD - General Elec Cr Un Cincinnati	Certificate of Deposit	249,000	249,000	249,000	249,000	249,000	254,650
4/30/2024	4/30/2027	CD - Utah First Fed Cr Un Salt Lake City	Certificate of Deposit	249,000	249,000	249,000	249,000	249,000	254,812
8/23/2024	8/23/2027	CD - Workers Fed Cr Un Littleton Ma	Certificate of Deposit	249,000	249,000	249,000	249,000	249,000	250,365



Summary of Cash and Investment Activity											
Transaction Information				Beginning			Ending				
Dates		Description	Security Type	Par Value	Book Value	Market Value	Par Value	Book Value	Market Value		
Purchase	Maturity										
Total of Investments				12,417,563	12,417,563	12,417,563	15,354,439	15,354,439	15,386,063		
Cash					6,301,373	6,301,373		6,968,253	6,968,253		
Total Investments & Cash					<u>\$ 18,718,935</u>	<u>\$ 18,718,935</u>		<u>\$ 22,322,692</u>	<u>\$ 22,354,316</u>		



City of Jacksonville, Texas
Financial Statement
As of September 30, 2024

Cash and Investment Distribution by Fund										
Transaction Information		101 GENERAL FUND	102 DEBT SERVICE FUND	103 CAPITAL PROJECTS FUND	104 VEHICLE / EQUIPMENT REPLACEMENT FUND	110 GRANT FUND	111 HOTEL / MOTEL OCCUPANCY TAX FUND	112 COURT TECHNOLOGY FUND	113 COURT SECURITY FUND	114 COURT CHILD SAFETY TRUST FUND
Description	Security Type									
LOGIC	Investment Pool	\$ 557,943	\$ 37,229	\$ 1,248,139	\$ 151,327	\$ 248,800	\$ 44,753	\$ -	\$ 20,084	\$ 1,790
TexSTAR	Investment Pool	556,759	37,150	90,211	151,006	248,272	44,658	-	20,042	1,786
TexasDAILY	Investment Pool	556,782	37,151	90,215	151,012	248,282	44,660	-	20,043	1,786
Lone Star	Investment Pool	556,784	37,151	90,215	151,013	248,284	44,660	-	20,043	1,786
Texas FIT	Investment Pool	398,582	26,595	3,456,005	108,105	177,738	31,970	-	14,348	1,279
FNC	Money Market Mutual Funds	960	64	156	260	428	77	-	35	3
FNC Brokered CD's, Agencies	Certificates of Deposit, Agencies	1,663,110	110,970	269,472	451,075	741,621	133,399	-	59,867	5,335
Total of Investments		4,290,920	286,310	5,244,412	1,163,800	1,913,426	344,176	-	154,461	13,766
Cash		437,956	29,222	70,962	118,784	195,295	35,129	-	15,765	1,405
Total Investments & Cash		4,728,876	315,533	5,315,374	1,282,585	2,108,721	379,305	-	170,226	15,171

Transaction Information		115 POLICE STATE FORFEITURE FUND	116 POLICE FEDERAL FORFEITURE FUND	118 POLICE LEOSE FUND	119 WAR MEMORIAL FUND	120 VENUE PROJECT FUND	201 WATER & WASTEWATER UTILITY FUND	301 BEAUTIFICATION FUND	801 PAYROLL PAYABLES	TOTAL
Description	Security Type									
LOGIC	Investment Pool	4,511	432	706	-	147	239,769	2,434	4,670	2,562,732
TexSTAR	Investment Pool	4,501	431	704	-	147	239,260	2,428	4,660	1,402,016
TexasDAILY	Investment Pool	4,501	431	704	-	147	239,270	2,429	4,660	1,402,072
Lone Star	Investment Pool	4,501	431	704	-	147	239,271	2,429	4,660	1,402,080
Texas FIT	Investment Pool	3,222	308	504	-	105	171,286	1,739	3,336	4,395,122
FNC	Money Market Mutual Funds	8	1	1	-	0	413	4	8	2,418
FNC Brokered CD's, Agencies	Certificates of Deposit, Agencies	13,446	1,287	2,104	-	438	714,700	7,254	13,920	4,188,000
Total of Investments		34,691	3,320	5,429	-	1,129	1,843,968	18,716	35,914	15,354,439
Cash		3,541	339	554	-	115	6,053,610	1,910	3,666	6,968,253
Total Investments & Cash		\$ 38,232	\$ 3,659	\$ 5,983	\$ -	\$ 1,244	\$ 7,897,578	\$ 20,626	\$ 39,580	\$ 22,322,692.31



Summary of Cash and Investment Activity

Summary of Investment Earnings

Description	101 GENERAL FUND	102 DEBT SERVICE FUND	104 VEHICLE / EQUIPMENT REPLACEMENT FUND	103 CAPITAL PROJECTS FUND	110 GRANT FUND	111 HOTEL / MOTEL OCCUPANCY TAX FUND	112 COURT TECHNOLOGY FUND	113 COURT SECURITY FUND	114 COURT CHILD SAFETY TRUST FUND
Bank Interest	\$ 1,512.76	\$ 100.94	\$ 245.11	\$ 410.30	\$ 674.58	\$ 121.34	\$ -	\$ 54.46	\$ 4.85
LOGIC	2,652.15	176.96	3,121.46	719.33	1,182.66	212.73	-	95.47	8.51
TexSTAR	1,468.45	97.98	237.93	398.28	654.82	117.78	-	52.86	4.71
TexasDAILY	1,490.95	99.48	241.58	404.38	664.85	119.59	-	53.67	4.78
Lone Star	1,493.88	99.68	242.05	405.18	666.16	119.82	-	53.78	4.79
Texas FIT	1,469.00	98.02	15,573.51	398.43	655.06	117.83	-	52.88	4.71
FNC Money Market Mutual Funds	1.59	0.11	0.26	0.43	0.71	0.13	-	0.06	0.01
FNC Brokered CD's, US Agencies	6,407.39	427.53	1,038.18	1,737.84	2,857.21	513.94	-	230.65	20.56
Total	16,496.18	1,100.70		4,474.16	7,356.05	1,323.16	-	593.82	52.92

Summary of Investment Earnings

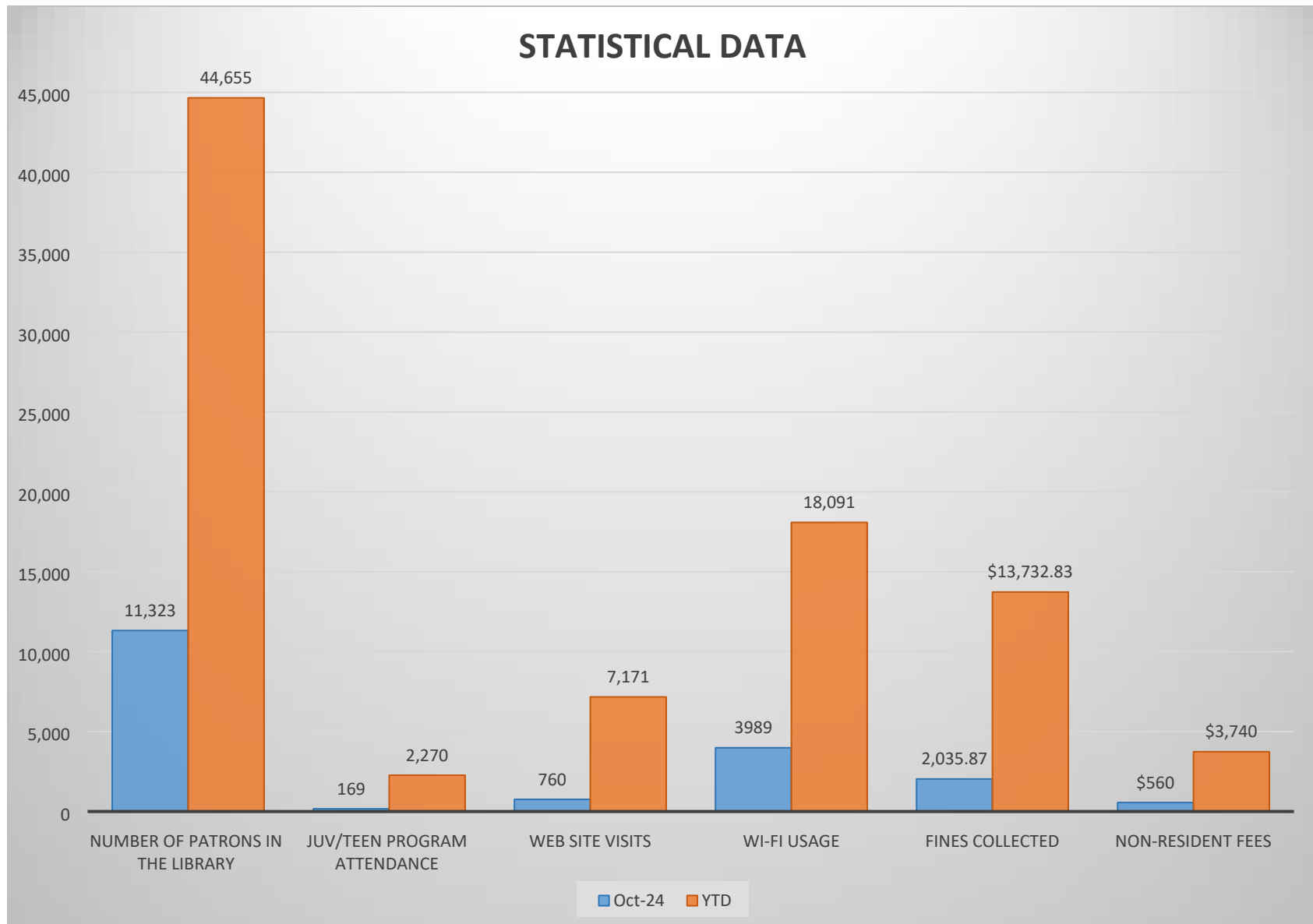
Description	115 POLICE STATE FORFEITURE FUND	116 POLICE FEDERAL FORFEITURE FUND	118 POLICE LEASE FUND	119 WAR MEMORIAL FUND	120 VENUE PROJECT FUND	201 WATER & WASTEWATER UTILITY FUND	301 BEAUTIFICATION FUND	801 PAYROLL PAYABLES	TOTAL
Bank Interest	12.23	1.17	1.91	-	0.40	25,624.62	6.60	12.66	28,783.93
LOGIC	21.44	2.05	3.36	-	0.70	1,139.73	11.57	22.20	9,370.31
TexSTAR	11.87	1.14	1.86	-	0.39	631.05	6.40	12.29	3,697.80
TexasDAILY	12.05	1.15	1.89	-	0.39	640.72	6.50	12.48	3,754.48
Lone Star	12.08	1.16	1.89	-	0.39	641.98	6.52	12.50	3,761.86
Texas FIT	11.88	1.14	1.86	-	0.39	631.28	6.41	12.30	19,034.68
FNC Money Market Mutual Funds	0.01	0.00	0.00	-	0.00	0.68	0.01	0.01	4.00
FNC Brokered CD's, US Agencies	51.80	4.96	8.11	-	1.69	2,753.50	27.95	53.63	16,134.93
Total	\$ 133.37	\$ 12.76	\$ 20.87	\$ -	\$ 4.34	\$ 32,063.55	\$ 71.95	\$ 138.07	\$ 84,541.99

This monthly report is in full compliance with the investment strategies as established in the City's Investment Policies and the Public Funds Investment Act, Chapter 2256, Texas Government Code.

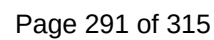
Roxanna Briley

Roxanna Briley
Finance Director

CITY OF JACKSONVILLE
PUBLIC LIBRARY
MONTHLY REPORT
October 2024



Total Item Circulation



**CITY OF JACKSONVILLE
PUBLIC LIBRARY
MONTHLY REPORT
October 2024**

Items provided to other libraries through Interlibrary Loan: 45 monthly / YTD 314 total.

Book and DVD gifts to the library for the month of October: 4 items / YTD 226 items.

The data for this report was gathered on October 31, 2024.

**CITY OF JACKSONVILLE
PUBLIC LIBRARY
MONTHLY REPORT
October**

FISCAL YEAR: 2023 / 2024

MONTH: October 2024

ITEM / ACTIVITY	THIS MONTH	TOTAL YTD	THIS MONTH YEAR AGO	TOTAL YEAR AGO
TOTAL ITEM CIRCULATION				
Adult books	2495	22,542	2538	17672
Juvenile E, JF	2058	18,014	2198	20671
Young Adult books YA	128	1,146	116	1240
Spanish books	71	1,022	84	718
Books used in building	849	9,665	2242	11,018
AUD Books on CD	66	726	71	755
Kits	0	19	1	23
Video/DVD	173	2409	289	2,288
Magazines	33	183	36	183
Interlibrary Loans, rec'd	45	295	33	237
Interlibrary Loans, sent	45	314	30	264
Overdrive	353	3,789	438	3429
Wonderbook	81	613	54	579
Playaway	0	29	0	24
Launchpads	36	211	34	193
TOTAL ITEMS PROCESSED				
Books – Purchased	62	554	30	429
Books - Gift	4	193	4	250
DVD - Purchased	5	104	16	105
DVD - Gift	0	57	5	28

Fines / Donations	2035.87	13,732.83	825.03	11,233.24
Non-resident fees	560	3,740	420.00	3,512
Number of patrons in library	11,323	47,829	4788	29,238
Sunday attendance for month	914	2,910	195	1470
Adult Programs Virtual/Live	17 / 12	360 / 137	47 / 14	439 / 191
0-5yr program attendance	53	437	45	475
2nd-5 th program attendance	20	3,294	41	258
All ages activities	73	1,083	30	863
Teen program attendance	0	71	18	95
Off-site programming (daycare)	96	1,005	178	576
Reference questions	607	6,803	600	5,929
Internet usage (Adult/Child)	257 / 9	2,329 / 219	287 / 31	2,923 / 92
AWE Learning Computer Users	23	380	45	N/A
Web Site Visit	760	7,171	703	7,143
Wi-Fi Usage	3989	18,091	724	2,428
TexShare DB (searches)	149	643	0	0
Grants / E-Rate	0	13,504.86	0	3,000

The Vanishing Texana Museum had 165 visitors for the month of October & 1,259 YTD.

The Value of our library's use is \$103,667.55 based on information calculated on the ilovelibraries.org site.

Family Movie Night was held on October 17th, 2024, Fire Department sponsored Lasagna was served. Garfield was shown, 27 attended.

Jacksonville Public Library is accredited and will be a fully qualified member of the Texas Library System for State Fiscal Year 2024: September 1, 2023, through August 31, 2024.

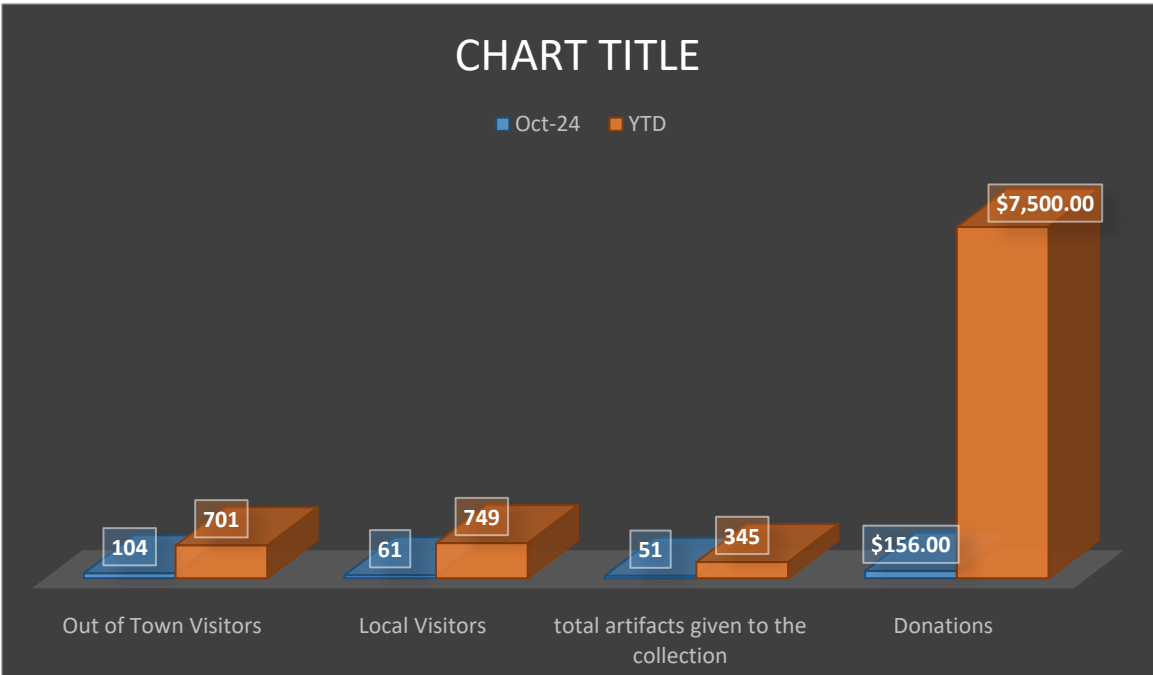
Total of Volunteer hours for the 2023/2024 year 294.75

Early voting Oct 21-Nov 1

Trina Stidham, Library Director

All age activities include Game Day, F.M.N., Lunch at the library, S.R. Matinee, and S.R. Food Services and the S.R. All Age activity.

CITY OF JACKSONVILLE
Vanishing Texana Museum
MONTHLY REPORT
October 2024



October 2024 total museum visitors - 165

Artifacts loaned for October = 209

Special Events for October- 7

OCTOBER - 2024



TOTAL CALLS:
253



**AVERAGE
RESPONSE TIME:**
4 MIN. 52 SEC.



**RESCUE /
EMS:**
182



FIRES:
7



**FIRE
RESPONSES:**
134



LIFT ASSISTS:
18



**MOTOR VEHICLE
ACCIDENTS:**
23



**NON-EMERGENCY
TRANSFERS:**
11



**FALSE
ALARMS:**
5



**ASSIST OTHER
AGENCY:**
7

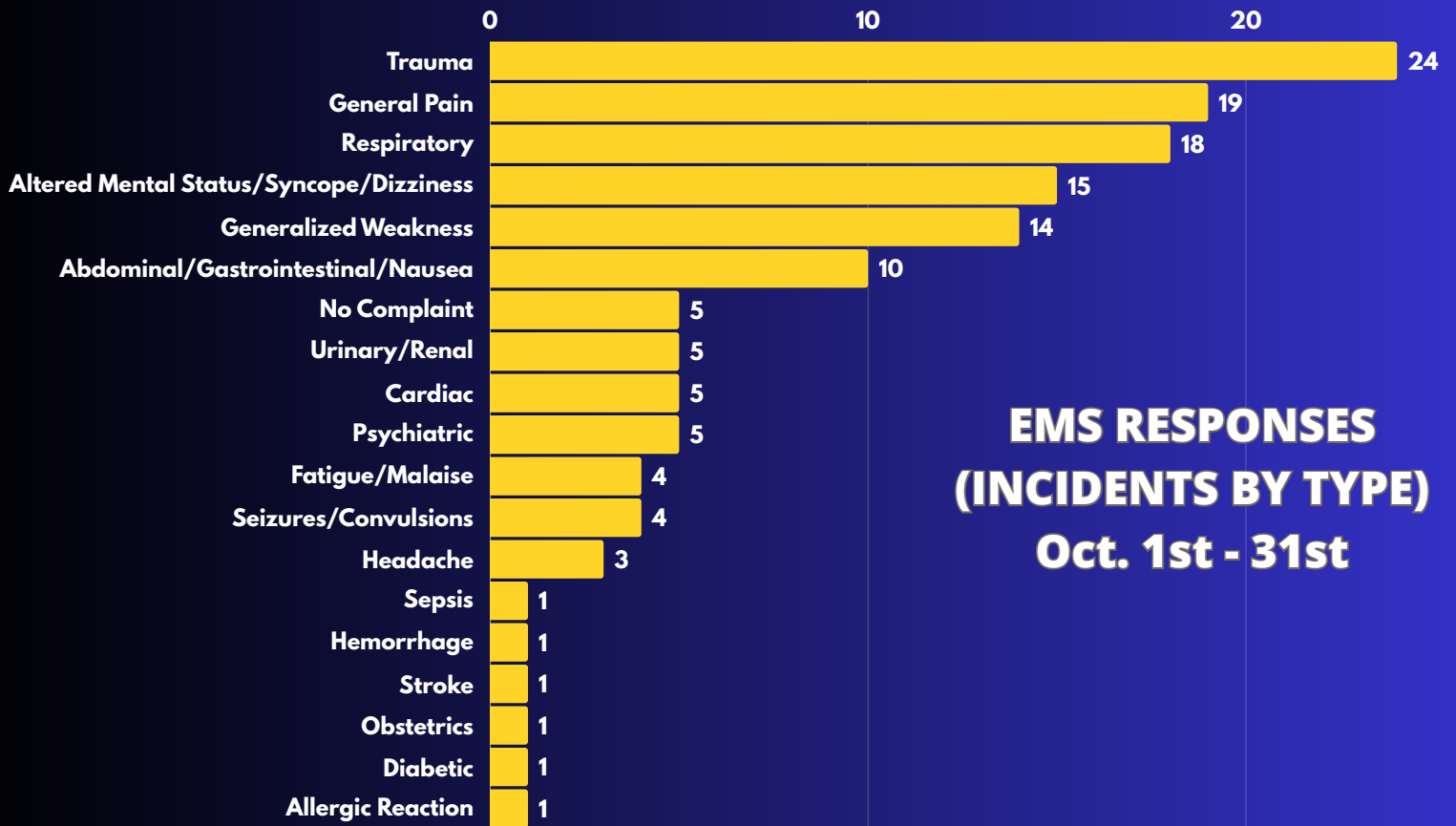


Contact Us

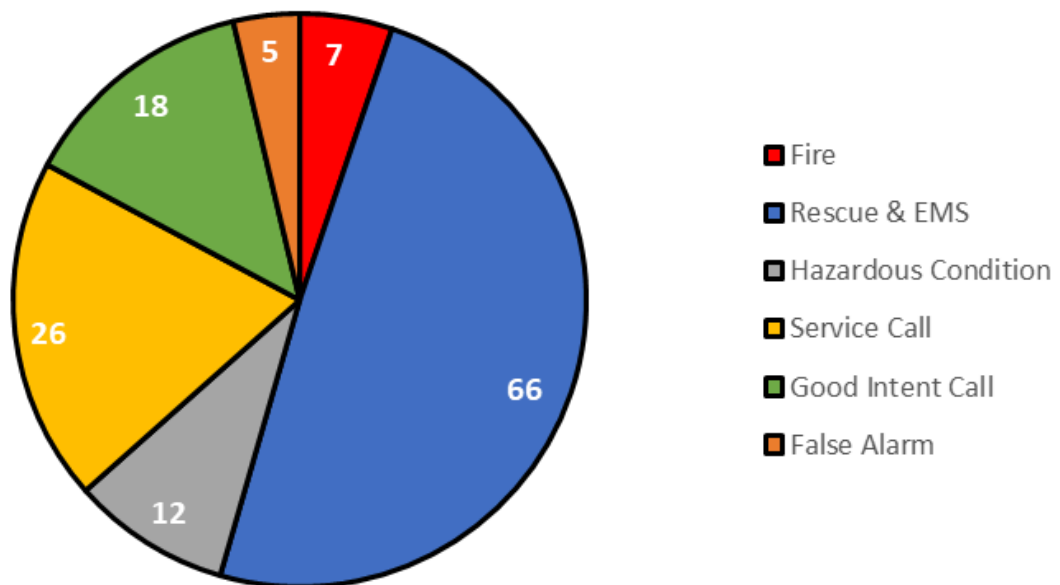
- (903) 586-7131
- fireadmin@jacksonvilletx.org
- www.jacksonvillefire.org
- 911 South Bolton St.
Jacksonville, TX 75766

Fire Department
Jacksonville





**FIRE RESPONSES
(INCIDENTS BY TYPE)
Oct. 1st - 31st**

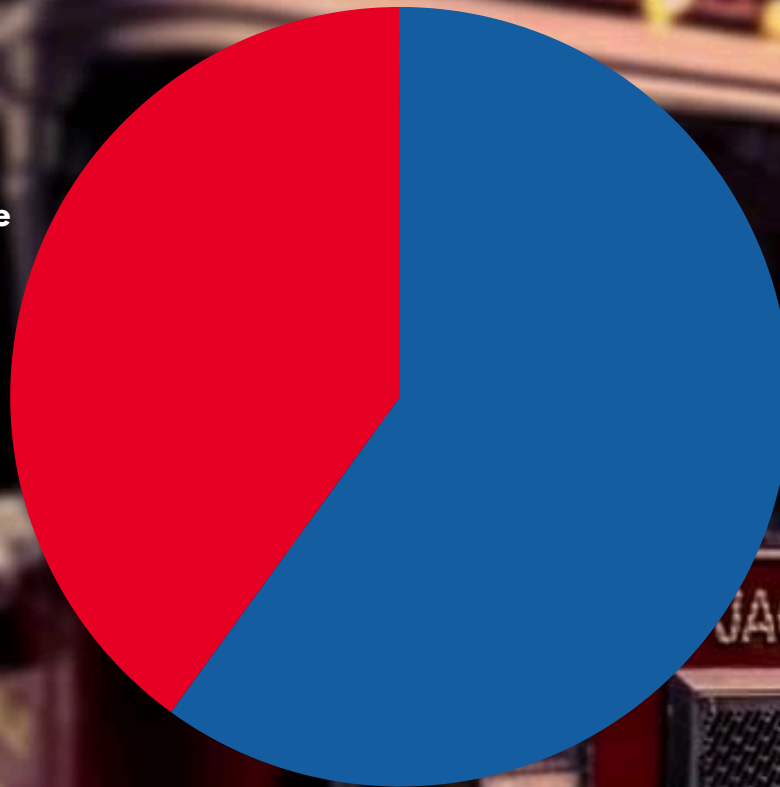


ASSIST OTHER AGENCY

Oct. 1st - Oct. 31st

UT-EMS County - Fire

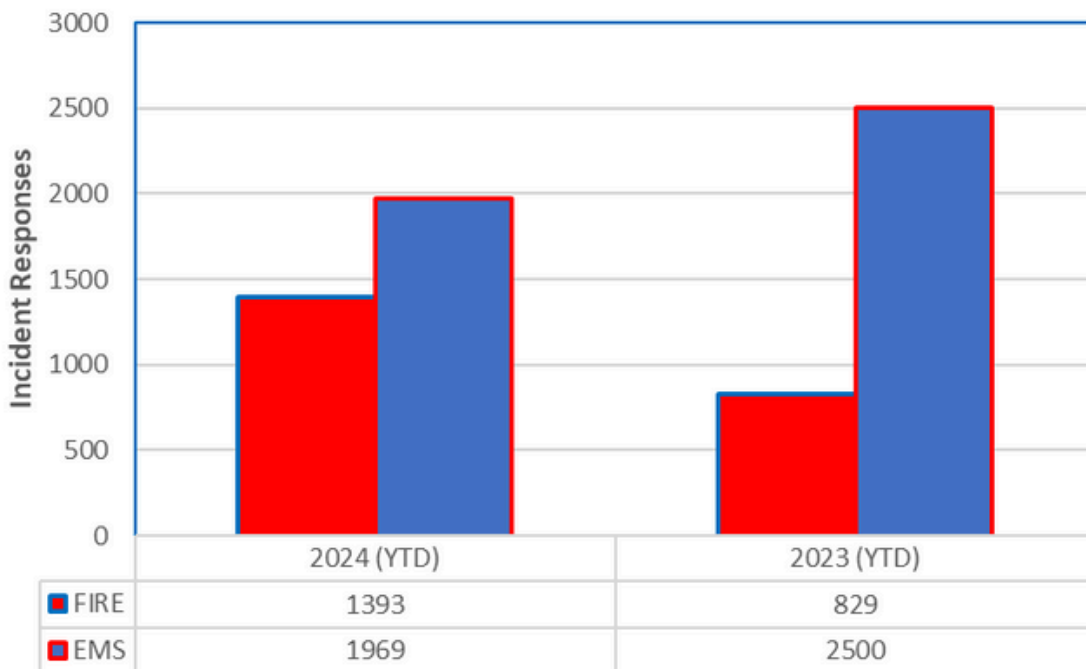
County - Fire
8

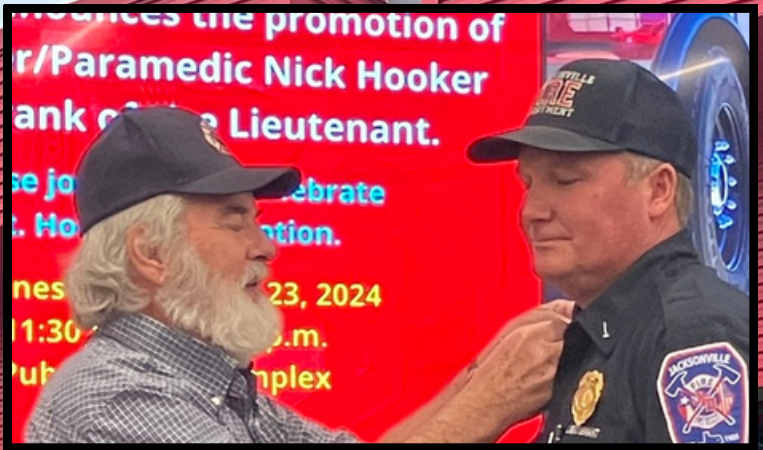


UT-EMS
12

YTD FIRE / EMS STATS

Jan. 1st - Oct. 31st







JACKSONVILLE POLICE DEPARTMENT

MONTHLY REPORT

October 2024

POPULATION DATA		
January-23	14,923	
January-24	14,193	
Annual Growth	-730	-4.89%

PART 1 UCR CRIMES

Offense Category	MONTHLY				YEAR TO DATE					
	Monthly Totals	Previous Month's Totals	Amount of Change	Percent Increase/Decrease	YTD 2024	2024 Per 1000/capita	YTD 2023	2023 Per 1000/capita	Amount of Change	Percent Increase/Decrease
Murder	0	0	No Change	*NC	2	0.14	2	0.13	No Change	0.00
Rape	2	0	2	*NC	10	0.70	8	0.54	2	25.00
Robbery	0	1	-1	-100.00	4	0.28	2	0.13	2	100.00
Individual	0	1	-1	-100.00	3	0.21	0	0.00	3	*NC
Business	0	0	No Change	*NC	1	0.07	2	0.13	-1	-50.00
Assaults	23	19	4	21.05	214	15.08	237	15.88	-23	-9.70
Aggravated	4	4	No Change	0.00	33	2.33	54	3.62	-21	-38.89
Other Assaults	19	15	4	26.67	181	12.75	183	12.26	-2	-1.09
Burglary	5	3	2	66.67	37	2.61	42	2.81	-5	-11.90
Habitation	3	1	2	200.00	24	1.69	15	1.01	9	60.00
Building	2	2	No Change	0.00	13	0.92	27	1.81	-14	-51.85
Theft	19	17	2	11.76	185	13.03	234	15.68	-49	-20.94
Burglary Vehicle	2	3	-1	-33.33	12	0.85	9	0.60	3	33.33
Burglary Coin-Op Machine	0	0	No Change	*NC	0	0.00	0	0.00	No Change	*NC
Thefts	17	14	3	21.43	173	12.19	225	15.08	-52	-23.11
Motor Vehicle Theft	1	0	1	*NC	14	0.99	34	2.28	-20	-58.82
TOTAL OFFENSES	50	40	10	25.00	466	32.83	559	37.46	-93	-16.64

TRAFFIC ACCIDENT SUMMARY

ACTIVITY	MONTHLY				YEAR TO DATE					
	Monthly Totals	Previous Month's Totals	Amount of Change	Percent Increase/Decrease	YTD 2024	2024 Per 1000/capita	YTD 2023	2023 Per 1000/capita	Amount of Change	Percent Increase/Decrease
Motor Vehicle Accidents	36	30	6	20.00	299	21.07	293	19.63	6	2.05
Injury Accidents	13	7	6	85.71	80	5.64	86	5.76	-6	-6.98
Number Transported	11	8	2	37.50	66	4.65	73	4.89	-7	-9.59
Fatality Accidents	0	0	No Change	*NC	1	0.07	1	0.07	No Change	0.00
Fatalities	0	0	No Change	*NC	1	0.07	1	0.07	No Change	0.00

PATROL & TRAFFIC DIVISIONS ACTIVITY

ACTIVITY	MONTHLY				YEAR TO DATE					
	Monthly Totals	Previous Month's Totals	Amount of Change	Percent Increase/Decrease	YTD 2024	2024 Per 1000/capita	YTD 2023	2023 Per 1000/capita	Amount of Change	Percent Increase/Decrease
Calls for Service	1,764	1,689	75	4.44	19,955	1405.97	16,004	1072.44	3951	24.69
Citations	352	324	28	8.64	3,190	224.76	3,200	214.43	-10	-0.31
Offense Reports	150	134	16	11.94	1,372	96.67	1,447	-1982.19	-75	-5.18
Response Time Avg. Emergency	6.53	4.53	2.00	44.15	5.01		5.96		-0.95	-15.94
Response Time Avg. Non-Emer.	6.29	5.53	0.76	13.74	6.45		7.56		-1.11	-14.68

COMMUNICATIONS DIVISION ACTIVITY

ACTIVITY	MONTHLY				YEAR TO DATE					
	Monthly Totals	Previous Month's Totals	Amount of Change	Percent Increase/Decrease	YTD 2024	2024 Per 1000/capita	YTD 2023	2023 Per 1000/capita	Amount of Change	Percent Increase/Decrease
NCIC/TCIC Entries	428	426	2	0.47	3,276	230.82	3,674	246.20	-398	-10.83
911 Calls - Total	311	291	20	6.87	3,494	246.18	3,585	240.23	-91	-2.54
911 Calls - Police	196	174	22	12.64	2,098	147.82	2,096	140.45	2	0.10
911 Calls - Fire	84	56	28	50.00	744	52.42	681	45.63	63	9.25
911 Calls - EMS	125	121	4	3.31	1,414	99.63	1,460	97.84	-46	-3.15

CRIMINAL INVESTIGATION DIVISION ACTIVITY

ACTIVITY	MONTHLY				YEAR TO DATE					
	Monthly Totals	Previous Month's Totals	Amount of Change	Percent Increase/Decrease	YTD 2024	2024 Per 1000/capita	YTD 2023	2023 Per 1000/capita	Amount of Change	Percent Increase/Decrease
Cases Assigned	37	18	19	105.56	420	29.59	640	42.89	-220	-34.38
Cases Cleared	28	13	15	115.38	377	26.56	602	40.34	-225	-37.38
Cases Filed (Misdemeanor)	50	33	17	51.52	448	31.56	493	33.04	-45	-9.13
Cases Filed (Felony)	25	31	-6	-19.35	293	20.64	357	23.92	-64	-17.93
Cases Filed (Juvenile)	1	4	-3	-75.00	25	1.76	14	0.99	11	78.57

ARRESTS

ACTIVITY	MONTHLY				YEAR TO DATE					
	Monthly Totals	Previous Month's Totals	Amount of Change	Percent Increase/Decrease	YTD 2024	2024 Per 1000/capita	YTD 2023	2023 Per 1000/capita	Amount of Change	Percent Increase/Decrease
DWI Arrest	13	13	No Change	0.00	86	6.06	100	6.70	-14	-14.00
Adult Arrests	80	68	12	17.65	634	44.67	595	39.87	39	6.55
City Warrant Cleared	61	54	7	12.96	456	32.13	857	57.43	-401	-46.79
Drug Related Arrests	10	11	-1	-9.09	121	8.53	272	18.23	-151	-55.51
Juvenile Arrests	1	3	-2	-66.67	16	1.13	12	0.80	4	33.33

POLICE PERSONNEL

ACTIVITY	MONTHLY				YEAR TO DATE					
	Monthly Totals	Previous Month's Totals	Amount of Change	Percent Increase/Decrease	YTD 2024	2024 Per 1000/capita	YTD 2023	2023 Per 1000/capita	Amount of Change	Percent Increase/Decrease
TCOLE Training Hours	137	193	(56)	-29.02	3,796	267.46	5,681	380.69	-1885	-33.18
Community Meetings	17	20	-3	-15.00	101	7.12	115	7.71	-14	-12.17
Lake Patrol Hours	0	24	-24	-100.00	175	12.33	148	9.92	27	18.24
Volunteer Hours	12	27	-15	-55.56	445	31.35	475	31.83	-30	-6.32
Volunteer Security Checks	13	36	-23	-63.89	356	25.08	1,157	77.53	-801	-69.23
Open Records Requests	101	96	5	5.21	1,268	89.34	1,706	114.32	-438	-25.67
Special Events	1	1	No Change	0.00	9	0.63	12	0.80	-3	-25.00

CODE ENFORCEMENT ACTIVITY

ACTIVITY	MONTHLY				YEAR TO DATE					
	Monthly Totals	Previous Month's Totals	Amount of Change	Percent Increase/Decrease	YTD 2024	2024 Per 1000/capita	YTD 2023	2023 Per 1000/capita	Amount of Change	Percent Increase/Decrease
Inspections - Trash	43	24	19	79	316	22.26	245	16.42	71	29.0
- Junk Vehicles	1	11	-10	-91	84	5.92	69	4.62	15	21.7
- Grass/Weeds	39	21	18	86	298	21.00	248	16.62	50	20.2
- Illegal Signs	111	85	26	31	658	46.36	427	28.61	231	54.1
- Unsafe Conditions	0	0	No Change	*NC	4	0.28	7	0.47	-3	-42.9
- Vendors	1	0	1	*NC	3	0.21	14	0.94	-11	-78.6
- Other	5	5	No Change	0	118	8.31	47	3.15	71	151.1
Resolved - Trash	22	15	7	47	287	20.22	177	11.86	110	62.1
- Junk Vehicles	1	0	1	*NC	63	4.44	65	4.36	-2	-3.1
- Grass/Weeds	8	5	3	60	206	14.51	174	11.66	32	18.4
- Illegal Signs	111	85	26	31	659	46.43	426	28.55	233	54.7
- Unsafe Conditions	0	0	No Change	*NC	2	0.14	7	0.47	-5	-71.4
- Vendors	1	0	1	*NC	3	0.21	14	0.94	-11	-78.6
- Other	5	5	No Change	0	92	6.48	44	2.95	48	109.1

ANIMAL SERVICES ACTIVITY

ACTIVITY	MONTHLY				YEAR TO DATE					
	Monthly Totals	Previous Month's Totals	Amount of Change	Percent Increase/Decrease	YTD 2024	2024 Per 1000/capita	YTD 2023	2023 Per 1000/capita	Amount of Change	Percent Increase/Decrease
Dogs - Intake	27	19	8	42	323	22.76	267	17.89	56	21.0
Dogs - Adopted / Rescued	11	12	-1	-8	148	-202.74	143	9.58	5	3.5
Dogs - Reclaimed by Owner	3	2	1	50	52	3.66	66	4.42	-14	-21.2
Cats - Intake	18	14	4	29	171	12.05	105	7.04	66	62.9
Cats - Adopted / Rescued	19	11	8	73	147	10.36	98	6.57	49	50.0
Cats - Reclaimed by Owner	0	0	No Change	*NC	1	0.07	0	0.00	1	*NC
Calls for Service Total	145	135	10	7	1,174	82.72	1,209	81.02	-35	-2.9
Barking Dogs	1	3	-2	-67	5	0.35	8	0.54	-3	-37.5
Loose Animals	120	107	13	12	906	63.83	951	63.73	-45	-4.7
Other Wildlife - Livestock	10	30	-20	-67	65	4.58	50	3.35	15	30.0
Value of Donated Materials	\$300	\$100	200	200	\$2,300	162.05	\$4,270	286.14	-\$1,970	-46.1
Volunteer Hours	9	0	9	*NC	37	2.61	243	16.28	-206	-84.8
Community Service Hours	56	137	-81	-59	1,621	114.21	1,851	124.04	-230	-12.4



Community & Public Services Reported Concerns



Monthly Report

October-24

Gov Pilot Work Orders

Building

CONCERN

Building

Illegal Use of Occupancy

Misc. - Issue Internal Use

General

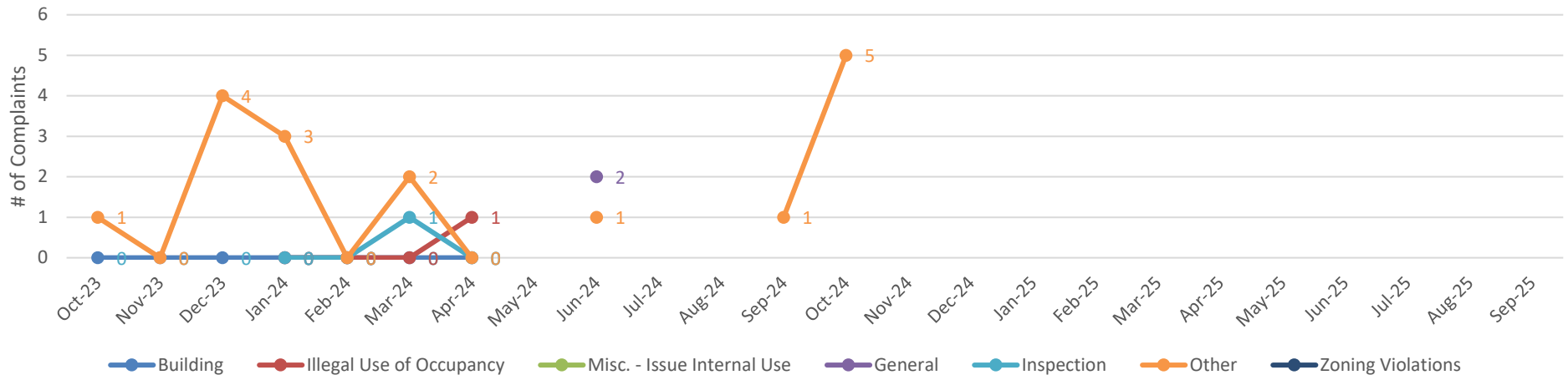
Inspection

Other

Zoning Violations

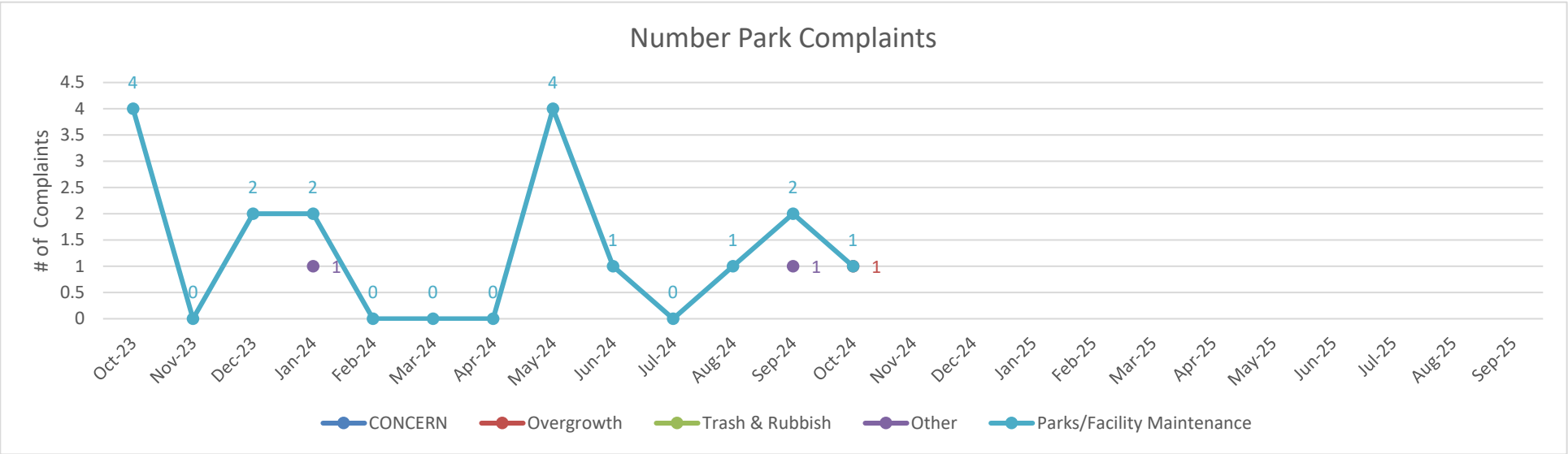
Oct-24	Oct. 1 - YTD	Notes:
0	0	
0	0	
0	0	
0	0	
0	0	
5	5	
0	0	

Number Building Complaints



Parks
CONCERN
Overgrowth
Trash & Rubbish
Other
Parks/Facility Maintenance

Oct-24	Oct. 1 - YTD	Notes:
1	1	
0	0	
0	0	
1	1	

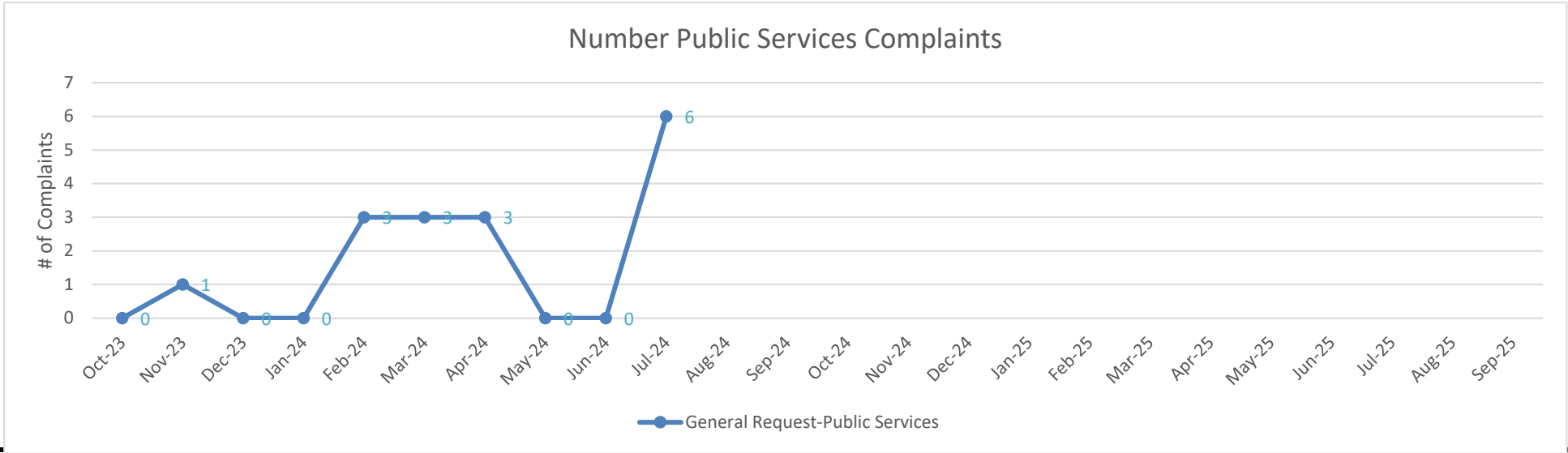


Public Services

CONCERN

General Request-Public Services

Oct-24	Oct. 1 - YTD	Notes:
0	0	



Sanitation

CONCERN

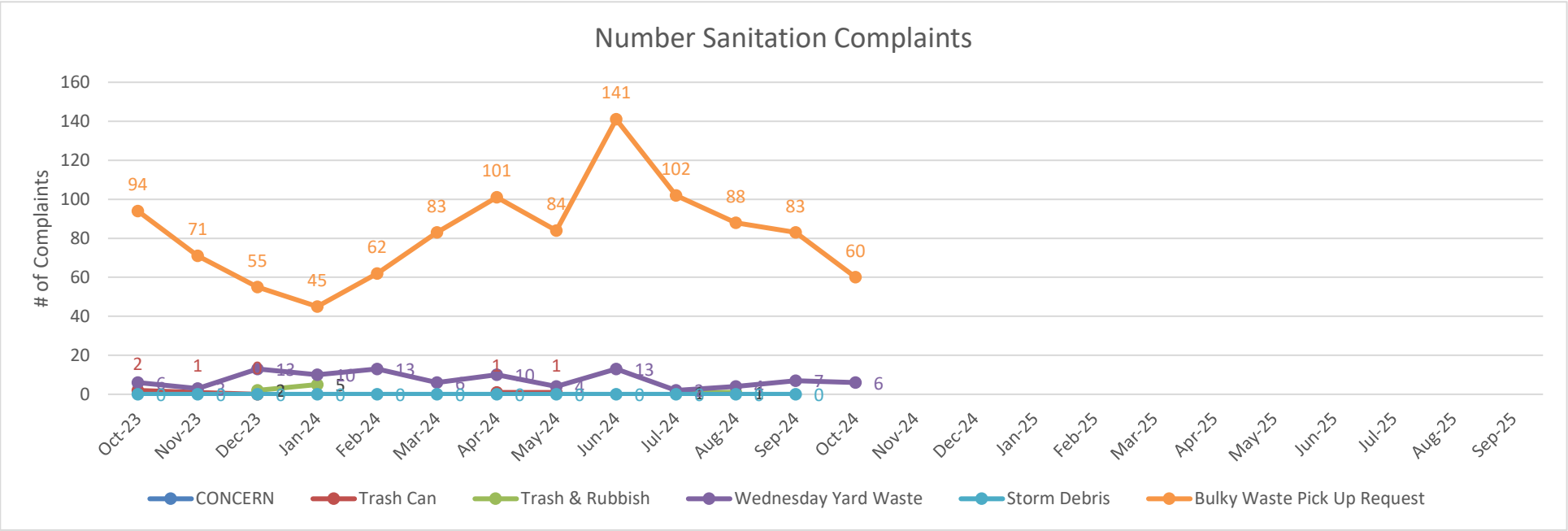
Trash Can

Trash & Rubbish

Wednesday Yard Waste

Bulky Waste Pick Up Request

Oct-24	Oct. 1 - YTD	Notes:
0	0	7 Christmas Trees
0	0	
6	6	
60	60	



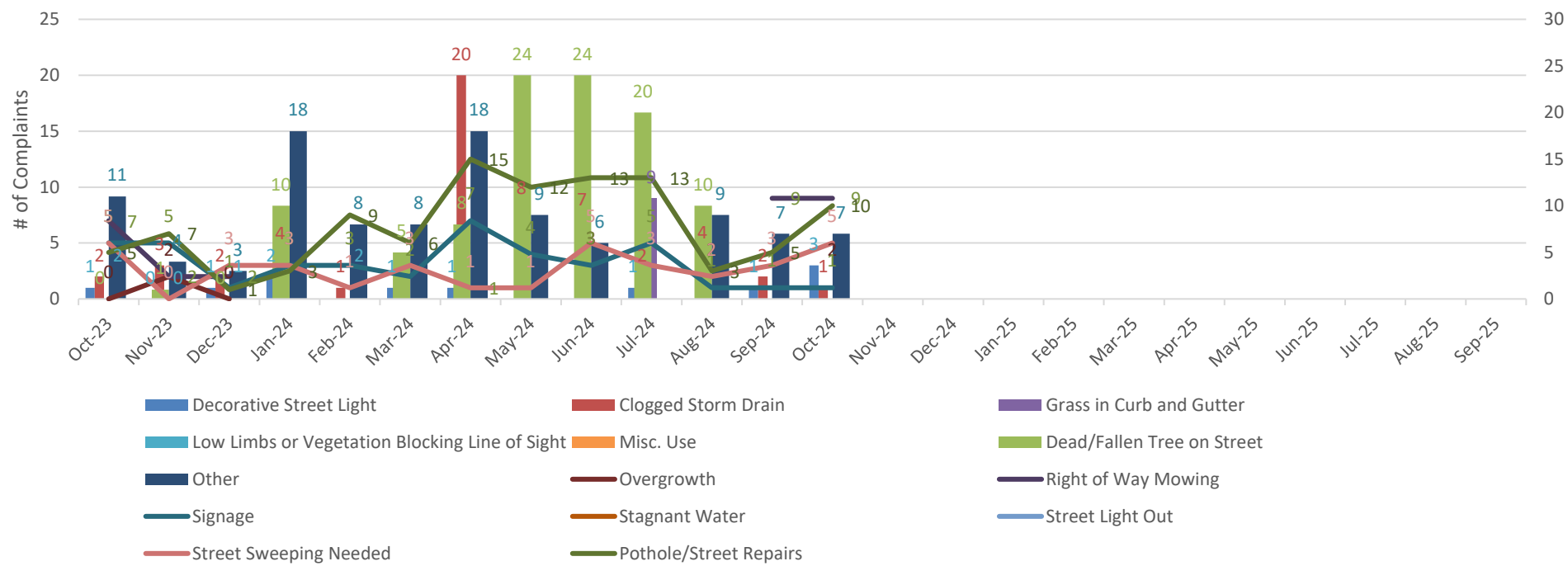
Streets

CONCERN

- Decorative Street Light
- Clogged Storm Drain
- Dead/Fallen Tree on Street
- Grass in Curb and Gutter
- Low Limbs or Vegetation Blocking Line of Sight
- Misc. Use
- Other
- Overgrowth
- Pothole/Street Repairs
- Right of Way Mowing
- Signage
- Stagnant Water
- Street Light Out
- Street Sweeping Needed

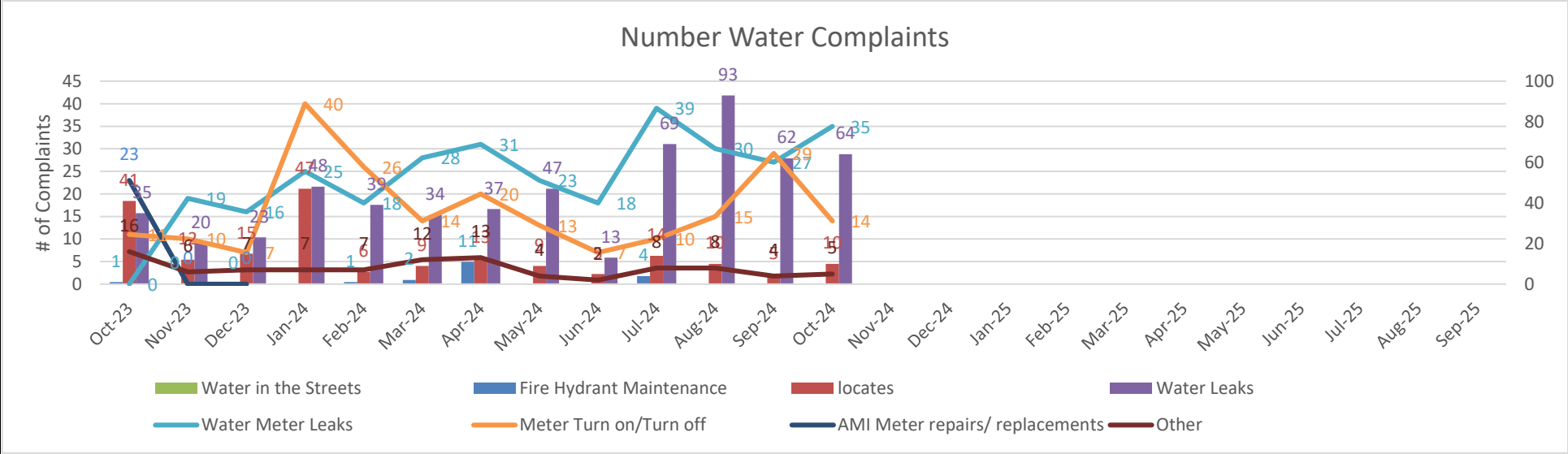
Oct-24	Oct. 1 - YTD	Notes:
3	3	
1	1	
0	0	
0	0	
0	0	
0	0	
0	0	
7	7	
2	2	
10	10	
9	9	
1	1	
0	0	
0	0	
5	5	

Number Street Complaints



Water
CONCERN
Fire Hydrant Maintenance
locates
Water in the Streets
Water Leaks
Water Meter Leaks
Meter Turn on/Turn off
AMI Meter repairs/ replacements
Other

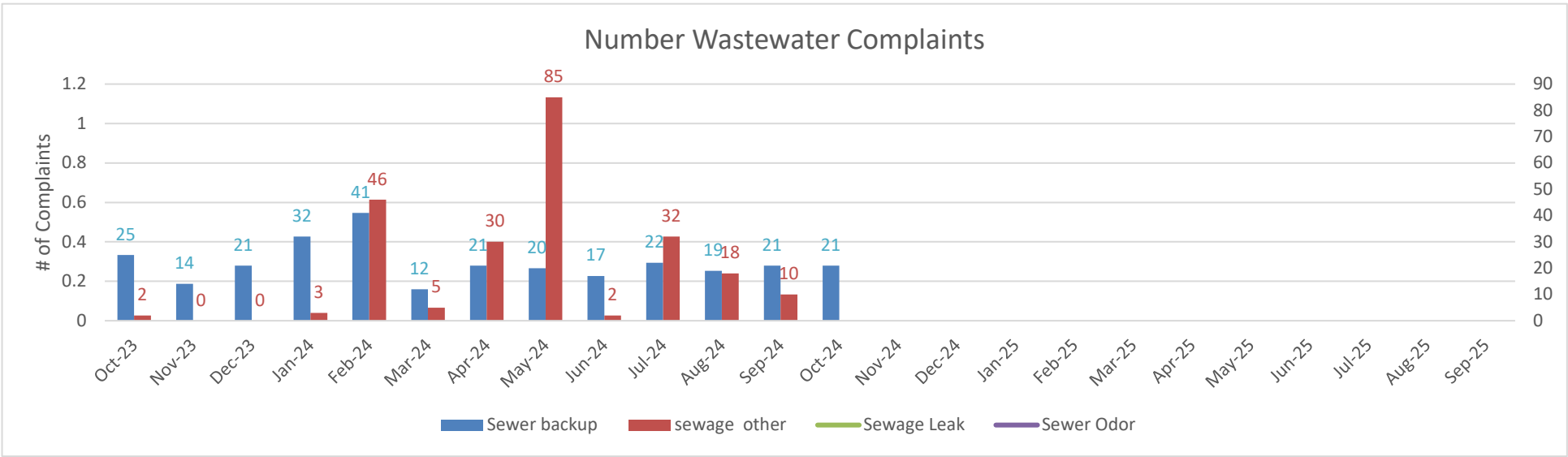
Oct-24	Oct. 1 - YTD	Notes:
0	0	
10	10	
0	0	
64	64	
35	35	
14	14	
0	0	
5	5	



Wastewater Collection

CONCERN
Sewer backup
sewage other
Sewage Leak
Sewer Odor

Oct-24	Oct. 1 - YTD	Notes:
21	21	
0	0	
0	0	
0	0	



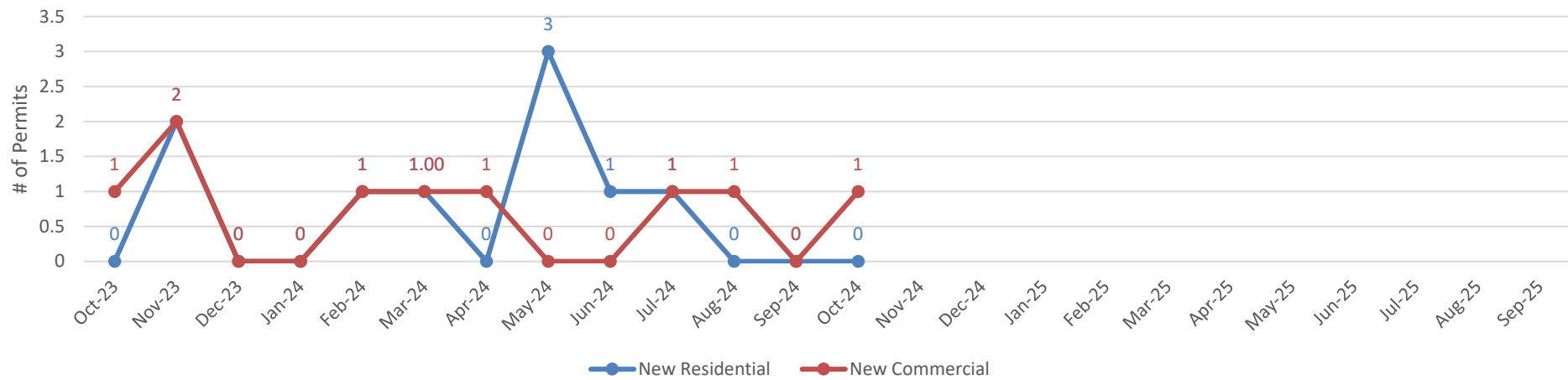
Gov Pilot Totals

260

260

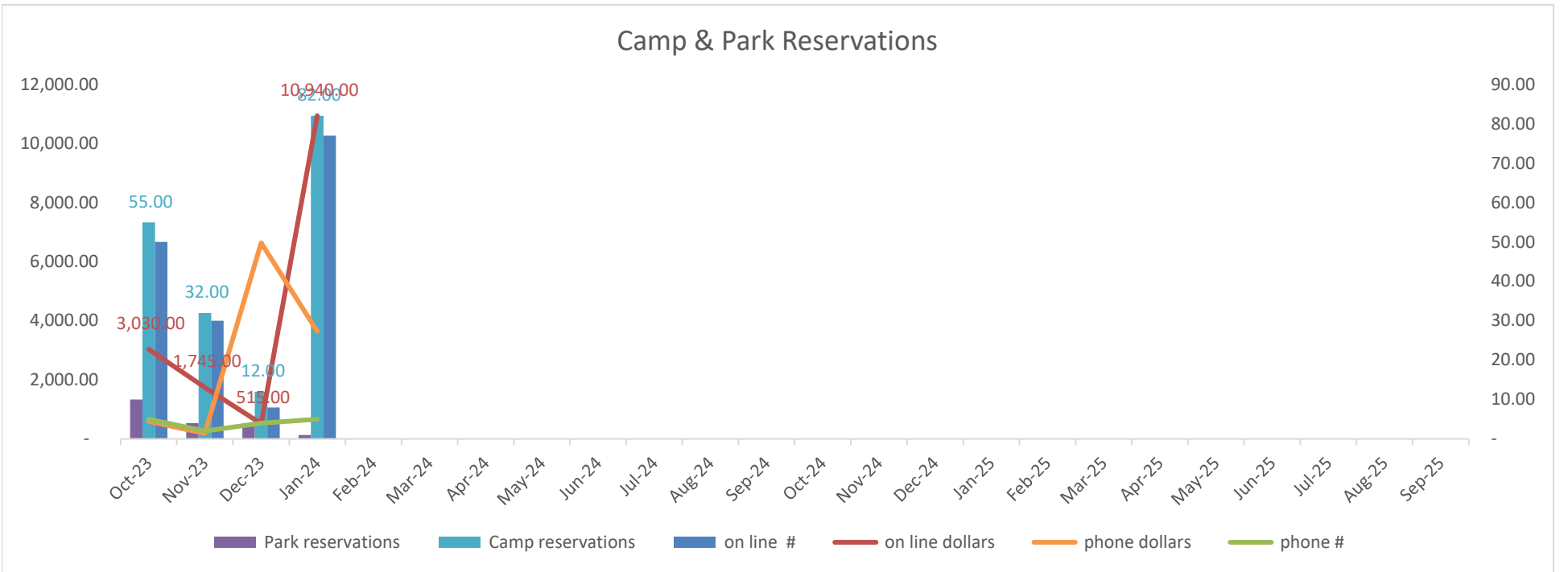
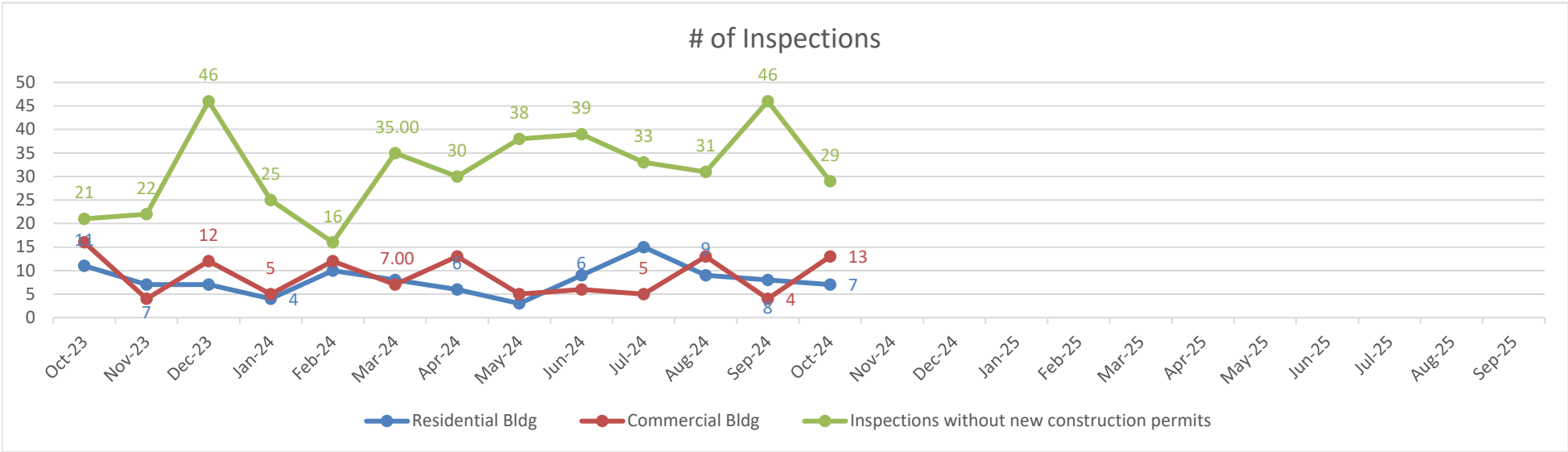
Building Department

Number Building Permits Issued



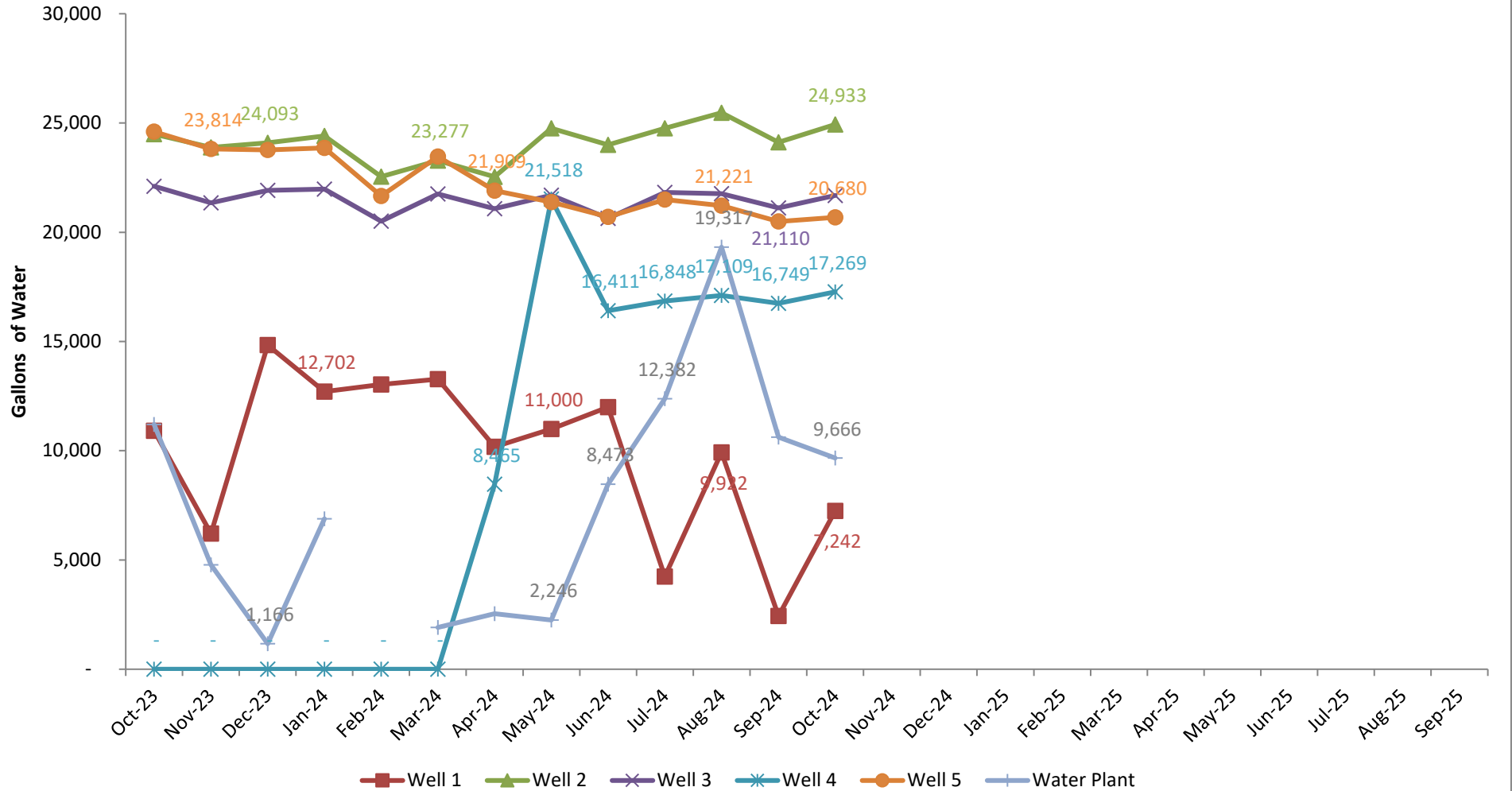
Construction Value of Permit Dollars





Water Production Department

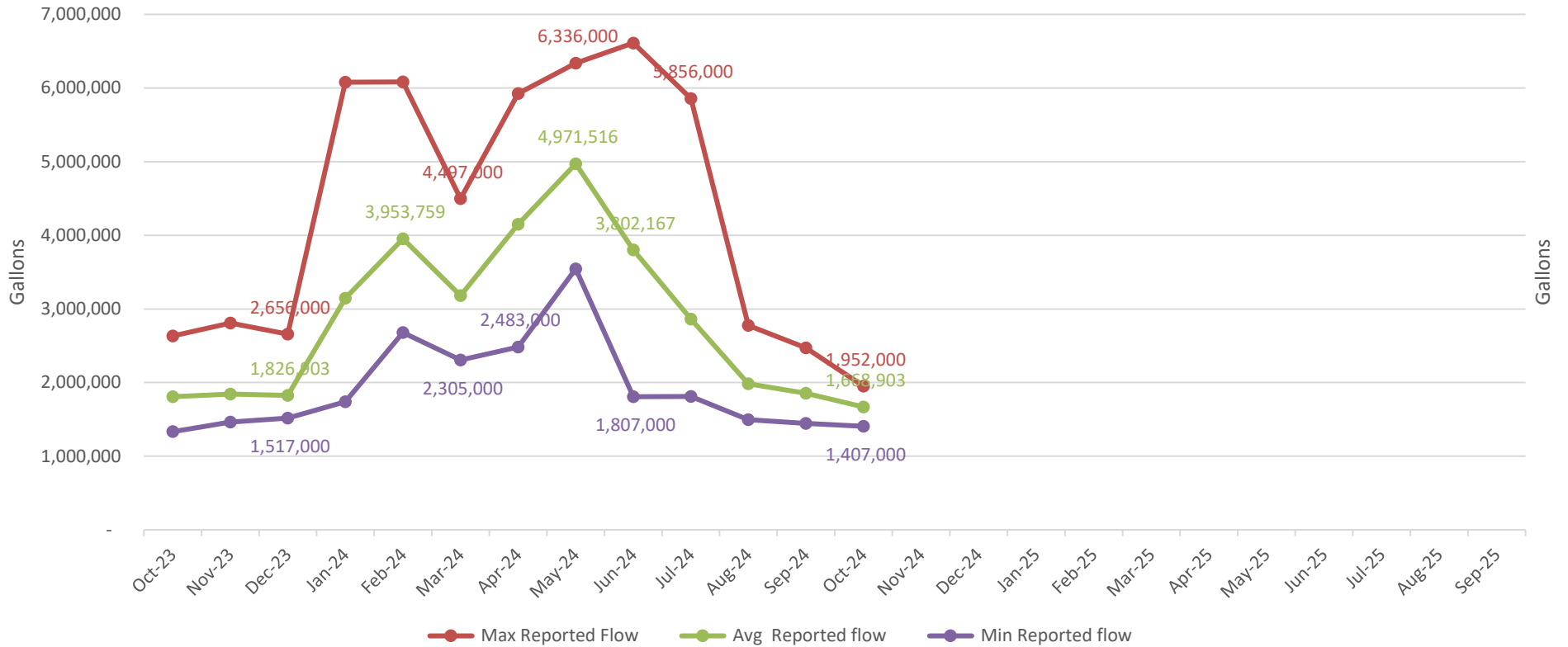
Monthly Water Production

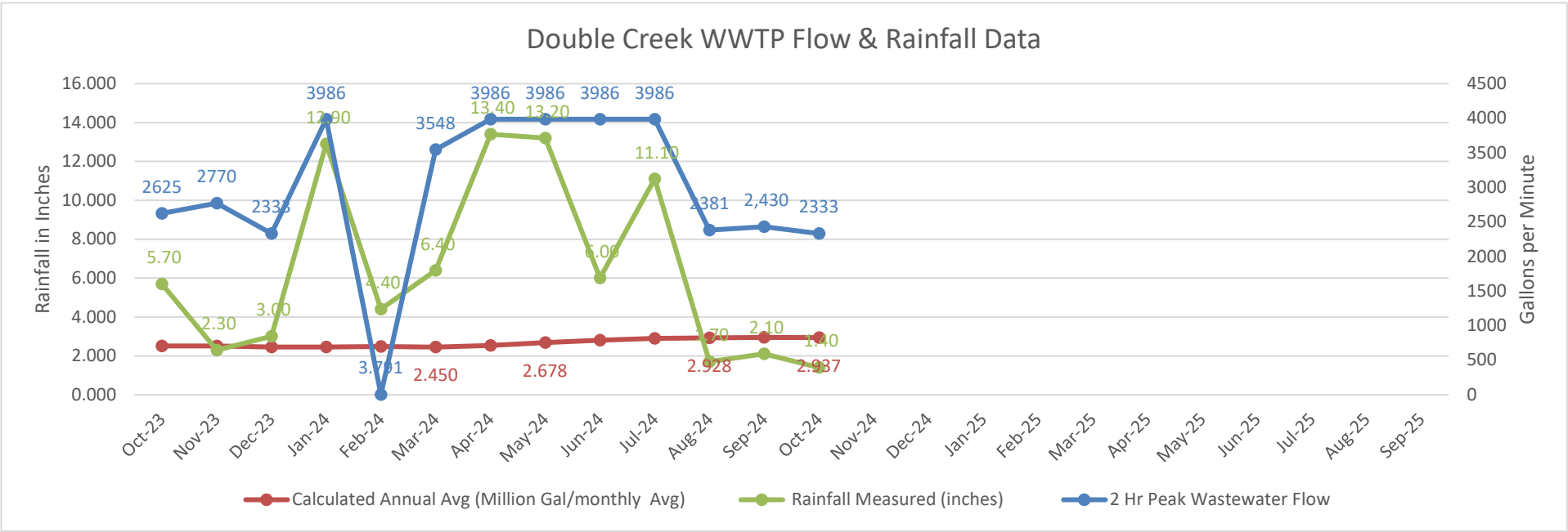


** information from Water Plant Daily Production Logs

Wastewater Treatment Department

Double Creek WWTP reported Flows





** information from WasteWater Plant Daily Log Reports

Water Vs Wastewater Treatment Comparison

