



THE CITY OF JACKSONVILLE

**JACKSONVILLE CITY COUNCIL MEETING
JACKSONVILLE CITY HALL COUNCIL CHAMBERS
315 S. RAGSDALE
TUESDAY, MARCH 11, 2025
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**
 - C. 551.074 PERSONNEL MATTERS - POLICE CHIEF & CITY MANAGER CONTRACT (SECTION 6. VEHICLE, CELLULAR TELEPHONE AND LAPTOP)**
 - 2. 6:00 PM – 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 - VINE ON MAIN**
 - 6. CITIZEN PARTICIPATION**
 - 7. CONSENT AGENDA - ITEMS UNDER CONSENT AGENDA REQUIRE LITTLE OR NO DELIBERATIONS BY COUNCIL. APPROVAL OF CONSENT AGENDA AUTHORIZES THE CITY MANAGER OR HIS DESIGNEES TO PROCEED WITH CONCLUSION OF EACH ITEM IN ACCORDANCE WITH STAFF RECOMMENDATION**
 - A. MINUTES APPROVAL - FEBRUARY 6, 2025, CITY COUNCIL AGENDA WORKSHOP; FEBRUARY 11, 2025, CITY COUNCIL MEETING**
 - B. APPROVE AN AGREEMENT WITH CHEROKEE COUNTY ELECTIONS OFFICE FOR THE RENTAL OF ELECTION EQUIPMENT FOR THE MAY 3, 2025, MUNICIPAL SPECIAL ELECTION**
 - C. APPROVE THE APPOINTMENT OF ELECTION WORKERS FOR THE MAY 3, 2025, MUNICIPAL SPECIAL ELECTION**
 - D. APPROVE A STREET CLOSURE FROM 5 PM ON FRIDAY, JUNE 13, UNTIL SATURDAY, JUNE 14, FOR THE 41ST ANNUAL TOMATO FEST**
 - 8. ANY ACTION OUT OF EXECUTIVE SESSION IF NECESSARY**
 - 9. A) PRESENTATION OF THE 2023-2024 FINANCIAL AUDIT BY PATILLO, BROWN AND HILL
B) CONSIDERATION AND POSSIBLE ACTION REGARDING THE FINDINGS OF THE 2023 -2024 FINANCIAL AUDIT**
 - 10. DISCUSS AND CONSIDER POSSIBLE ACTION A RESOLUTION AUTHORIZING THE SUBMISSION OF A TEXAS COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM APPLICATION TO THE TEXAS DEPARTMENT OF AGRICULTURE FOR THE DOWNTOWN REVITALIZATION PROGRAM.**



THE CITY OF JACKSONVILLE

MARCH 11, 2025

PAGE 2

- 11. DISCUSS AND CONSIDER POSSIBLE ACTION A RESOLUTION SUSPENDING THE EFFECTIVE DATE PROPOSED BY CENTERPOINT ENERGY RESOURCES CORPORATION BY 45 DAYS**
- 12. DISCUSS AND CONSIDER POSSIBLE ACTION AN ORDINANCE ADOPTING RIGHT-OF-WAY MANAGEMENT REGULATIONS**
- 13. DISCUSS AND CONSIDER POSSIBLE ACTION AWARDDING A CONTRACT FOR THE MOWING OF THE CEMETERIES**
- 14. DISCUSS AND CONSIDER POSSIBLE ACTION AN AMENDMENT TO ARTICLE VII OF THE RULES AND REGULATIONS GOVERNING LAKE JACKSONVILLE, ADDING A SECTION CLARIFYING THE PROHIBITION OF SHORT-TERM RENTALS ON CITY-OWNED LEASE LOTS**
- 15. OPEN FORUM FOR MAYOR AND COUNCIL**
- 16. CITY MANAGER REPORT**
- 17. ADJOURN**

Posted this the 6th day of March 2025.

5:00 PM

CERTIFICATION

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

Greg Lowe, City Clerk

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



Jacksonville City Council

AGENDA ITEM REPORT

AGENDA DATE:	3/11/2025	ITEM NUMBER:	7.A.
DEPARTMENT:	Council and Board	PREPARED BY:	Greg Lowe, City Clerk
INITIATED BY:	Greg Lowe, City Clerk	EXHIBITS:	February 6, 2025 Agenda Workshop Minutes, February 11, 2025, City Council Meeting Minutes
ITEM TITLE:	MINUTES APPROVAL - FEBRUARY 6, 2025, CITY COUNCIL AGENDA WORKSHOP; FEBRUARY 11, 2025, CITY COUNCIL MEETING		

EXECUTIVE SUMMARY:

These are the minutes for the February 6, 2025 city Council agenda workshop; February 11, 2025 city Council meeting.

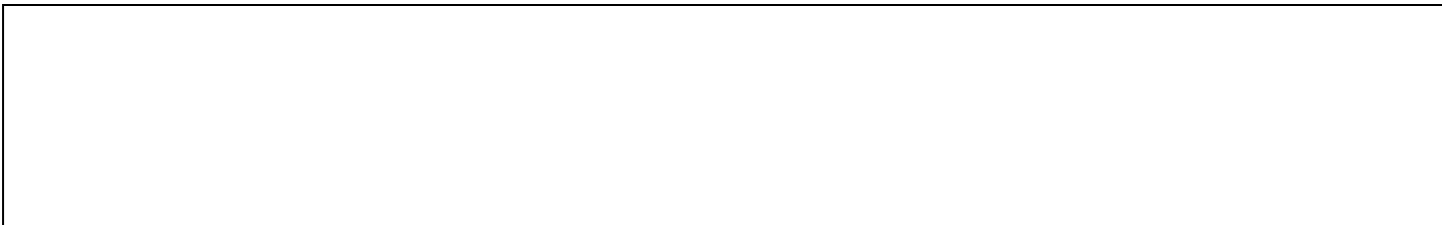
RECOMMENDED ACTION:

Through the minutes.

BID AND AWARD:

BUDGET DATA:

BUDGET JUSTIFICATION:



STRATEGY MAP

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

POLICY/GOAL CONSIDERATION:**LEGAL:**

The city Council approves all minutes for their meetings.

**JACKSONVILLE CITY COUNCIL MEETING
THURSDAY, FEBRUARY 6, 2025
JACKSONVILLE CITY HALL EXECUTIVE CONFERENCE ROOM
315 S. RAGSDALE
12:00 PM**

Meeting Items

CALL TO ORDER	Meeting called to order at 12:00 pm by Mayor Randy Gorham. Present: Mayor Randy Gorham, Councilman Rob Gowin, Councilwoman Mindy Gellock, and Councilwoman Letitia Horace Absent: Mayor Pro-Tem Tim McRae
INVOCATION	Invocation given by Mayor Randy Gorham.
CITIZEN PARTICIPATION	No citizen participation.
REVIEW AND DISCUSS THE AGENDA FOR REGULAR COUNCIL MEETING 11 DAY OF FEBRUARY, 2025 (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 went through the February 11th agenda with a few highlights as follows: 1. JEDCO will present the business of the month to Legends Old Time Burger Cafe. 2. Acting Police Chief Steven Markasky will present the annual racial profiling report. 3. Approve requested street closure for the Flamin' J BBQ Fest on April 05, 2025, beginning at 11 p.m. Friday night and ending at midnight on Saturday. 4. Quarterly financial highlights given by Finance Director Roxanna Briley. 5. Consider an agreement for a joint election with Jacksonville Independent School District. 6. Consider an ordinance calling the Municipal Development District election on May 03, 2025, with early voting from April 22-29, Tuesday-Friday from 8 a.m.- 5 p.m. 7. Item 12 will be removed and possibly added to the March agenda. 8. Possible action on a variance request for boathouse construction 75 ft from the shoreline and 5 ft deep.
QUESTIONS, COMMENTS, DISCUSSION	None.
CLOSED EXECUTIVE SESSION CITY HALL CONFERENCE ROOM - PER OPEN MEETINGS ACT-PER TEXAS GOVERNMENT CODE SECTION:	Mayor Randy Gorham adjourned the meeting at 12:17 p.m. and immediately went into executive session.
551.071 CONSULT CITY ATTORNEY	
551.072 DELIBERATIONS ABOUT REAL PROPERTY	
551.074 PERSONNEL MATTERS - POLICE CHIEF	
ADJOURN	Adjourned at 1:52 p.m.

**JACKSONVILLE CITY COUNCIL MEETING
TUESDAY, FEBRUARY 11, 2025
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:	The executive session for this meeting was canceled.
551.071 CONSULT CITY ATTORNEY	
551.072 REAL PROPERTY	
CALL TO ORDER	Mayor Randy Gorham 6:00 PM
	Present: Mayor Randy Gorham, Councilman Rob Gowin, Councilwoman Mindy Gellock, Councilwoman Letitia Horace
	Absent: Mayor Pro tem Tim McRae
INVOCATION	Ryan Hairgrove, ministry director at the People's church.
PLEDGE OF ALLEGIANCE US & TEXAS FLAGS	Mayor Randy Gorham led everyone in the pledges to the United States and Texas flags.
SPECIAL PRESENTATION –	
EMPLOYER OF THE MONTH PRESENTED BY JEDCO PRESIDENT SHANE PACE - LEGENDS OLD TIME BURGER CAFE	JEDCO president Shane Pace presented the business of the month to George Beckham of Legends Café.
PRESENTATION OF THE RACIAL PROFILING REPORT BY ACTING POLICE CHIEF STEVEN MARKASKY	Police chief Stephen Markasky presented the annual report to the Council. No action was taken.
CITIZEN PARTICIPATION	No one came forward.
CONSENT AGENDA - ITEMS UNDER CONSENT AGENDA REQUIRE LITTLE OR NO DELIBERATIONS BY COUNCIL. APPROVAL OF CONSENT AGENDA AUTHORIZES THE CITY MANAGER OR HIS DESIGNEES TO PROCEED WITH CONCLUSION OF EACH ITEM IN ACCORDANCE WITH STAFF RECOMMENDATION	Councilman Rob Gowin motion to approve the consent agenda. Second, by Councilwoman Letitia Horace. All voted "Aye" 4-0
MINUTES APPROVAL - JANUARY 09, 2025 CITY COUNCIL AGENDA WORKSHOP AND JANUARY 14, 2025 CITY COUNCIL MEETING	
APPROVE THE REQUESTED STREET CLOSURE FOR THE FLAMIN' J BBQ FEST	
ANY ACTION OUT OF EXECUTIVE SESSION IF NECESSARY	The executive session was canceled. No action was taken.
QUARTERLY FINANCIAL REPORT PRESENTED BY FINANCE DIRECTOR ROXANNA BRILEY	Finance director Roxana Briley the first quarter report to the Council. No action was taken.
DISCUSS AND CONSIDER AGREEMENT FOR JOINT ELECTION BETWEEN JACKSONVILLE INDEPENDENT SCHOOL DISTRICT AND CITY OF JACKSONVILLE	City Manager James Hubbard told the Council this agreement is to hold a joint collection between the city of Jacksonville and Jacksonville Independent school District. Mr. Hubbard said the costs for the election will be split between the city of Jacksonville and the school district. Councilwoman Letitia Horace made a motion to approve the agreement. Second by Councilwoman Mindy Gellock. All voted "Aye" 4-0
DISCUSS AND CONSIDER AN ORDINANCE CALLING THE MUNICIPAL DEVELOPMENT DISTRICT ELECTION ON MAY 3, 2025	City Manager James Hubbard read the caption at the beginning of the ordinance to the Council. Mr. Hubbard explained that if the ordinance was approved there would be an election to establish a municipal development district in the ETJ (extra territorial jurisdiction) of the city of Jacksonville. Mr. Hubbard said in addition to the establishment of the district there would be an implementation of a one-half cent sales tax in the ETJ of the city of Jacksonville. Mr. Hubbard explained the city's ETJ extended 1 mile outside the city limits. Mr. Hubbard went on

DISCUSS AND CONSIDER WITH POSSIBLE ACTION A
VARIANCE TO ALLOW FOR A BOATHOUSE
CONSTRUCTION AT 75 FEET FROM THE SHORELINE
AND A DEPTH OF 5 FEET

OPEN FORUM FOR MAYOR AND COUNCIL

CITY MANAGER REPORT

ADJOURN

to say the half cent sales tax, if approved, would be collected in the ETJ and the funds could only be expended in the ETJ. Mr. Hubbard said there will be a municipal development district board established of no less than four members. Mr. Hubbard stated the MDD board operates like the economic development Board but has no impact on or any correlation with the existing economic development Board. Councilman Rob Gowin made a motion to approve the ordinance calling for a special election. Second, by Councilwoman Letitia Horace. Mayor Randy Gorham stated that only the registered voters residing in the ETJ will be able to vote in this election. Councilman Rob Gowin added that the funds collected in the MDD can only be used in that district. All voted "Aye" 4-0

City Manager James Hubbard reviewed the requested variance with the Council. Mr. Hubbard stated generally boat houses can only extend 50 feet from the shoreline except where the depth of the water requires a longer distance. Councilwoman Mindy Gellock made a motion to approve the variance. Second, by Councilman Rob Gowin. All voted "Aye" 4-0

Nine

City Manager James Hubbard told everyone that Jacksonville cleanup day would be Saturday, April 12, 2025, from 8 AM to 12 PM. Mr. Hubbard said there's currently a "March to Freedom" display at the Vanishing Texana and Museum. Hubbard updated everyone regarding the ongoing construction at the Lake Jacksonville recreation area.

6:30 PM

Randy Gorham, Mayor
City of Jacksonville

Greg Lowe, City Clerk



Jacksonville City Council

AGENDA ITEM REPORT

AGENDA DATE:	<u>3/11/2025</u>	ITEM NUMBER:	<u>7.B.</u>
DEPARTMENT:	<u>Administration</u>	PREPARED BY:	<u>Greg Lowe, City Clerk</u>
INITIATED BY:	<u>Greg Lowe, City Clerk</u>	EXHIBITS:	<u>Election equipment agreement</u>
ITEM TITLE:	<u>APPROVE AN AGREEMENT WITH CHEROKEE COUNTY ELECTIONS OFFICE FOR THE RENTAL OF ELECTION EQUIPMENT FOR THE MAY 3, 2025, MUNICIPAL SPECIAL ELECTION</u>		

EXECUTIVE SUMMARY:

The city of Jacksonville will be holding a special election on May 3, 2025, for voter consideration of establishing a municipal development district. For the purpose of municipal elections, the city of Jacksonville leases voter equipment from the Cherokee County elections office. This item is requesting approval of the lease agreement with the County.

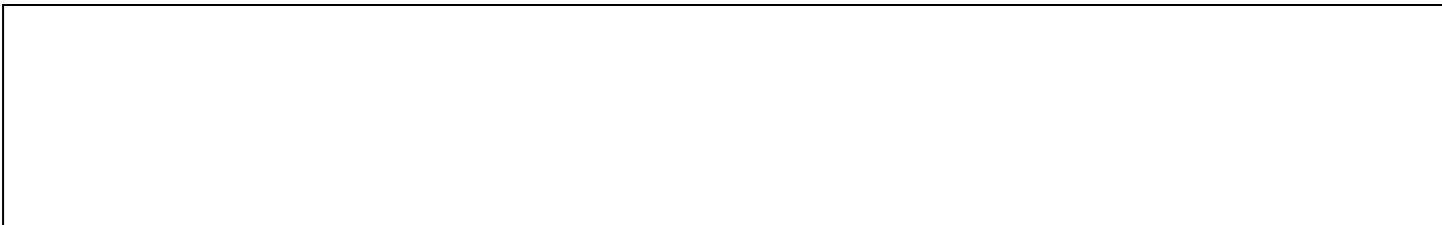
RECOMMENDED ACTION:

Approve the agreement.

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:**

CONTRACT FOR ELECTION EQUIPMENT RENTAL

May 3, 2025 ELECTION

This contract for election services made by and between City of Jacksonville, hereinafter called CITY and CHEROKEE COUNTY, hereinafter called COUNTY, is based on the following:

The CITY has determined that it is in the public interest of the inhabitants of the CITY that the following contract be made and entered into for the purpose of having the COUNTY furnish certain election equipment needed by the CITY for their SPECIAL ELECTION.

RESPONSIBILITIES OF THE COUNTY:

Prior to Early Voting and Election Day, the COUNTY will program equipment and arrange for the CITY to pick up at the Elections Department on a predetermined date.

After early voting and Election Day, the CITY Election Worker will bring the equipment, and voter registration roll, to the Elections Department.

Equipment provided by County:

Early Voting: 2 Hart Intercivic Duo Touch Writer 2.5.3, 1 standard stand, 1 Disabled Access Unit (DAU) stand with ADA required headset and hand control.

1 Hart Intercivic Scanner 2.5.2 with collapsible ballot box and voted ballot bag.

1 Hart Intercivic Controller 2.5.3 and 2 daisy chain cables.

1 Knowlnk electronic voter poll book

Election Day: 2 Hart Intercivic Duo Touch Writer 2.5.3, 1 standard stand, 1 Disabled Access Unit (DAU) stand with ADA required headset and hand control.

1 Hart Intercivic Scanner 2.5.2 with collapsible ballot box and voted ballot bag.

1 Hart Intercivic Controller 2.5.3 and 2 daisy chain cables.

1 Knowlnk electronic voter poll book

RESPONSIBILITIES OF THE CITY:

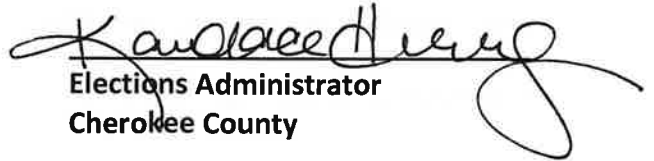
The CITY will pay all programming fees and ballot costs directly to Hart Intercivic.

The CITY will be responsible for any misuse/damage to the voting equipment, including repair costs.

Only the actual expenses directly attributed to the Contract may be charged (Section 31.100b, Texas Election Code). The County Commissioners' Court has set a rate of 5% of the purchase price of the equipment for the use of the above listed devices for Early Voting and Election Day. The CITY agrees to pay \$305.00 for the Scanner, \$232.50 for the Controller, \$197.50 per Duo, and \$0.185 per sheet of thermal paper used. Payment is due within 30 days of receipt of a statement.

Dated this the ____ day of _____, 2025

City of Jacksonville


Elections Administrator
Cherokee County



AGENDA DATE:	3/11/2025	ITEM NUMBER:	7.C.
DEPARTMENT:	Administration	PREPARED BY:	Greg Lowe, City Clerk
INITIATED BY:	Greg Lowe, City Clerk	EXHIBITS:	
ITEM TITLE:	APPROVE THE APPOINTMENT OF ELECTION WORKERS FOR THE MAY 3, 2025, MUNICIPAL SPECIAL ELECTION		

EXECUTIVE SUMMARY:

EXECUTIVE SUMMARY:

Molly Lester has agreed to serve as election judge for the May 3, 2025, special municipal election. Colleen Fuston, Pam Findley, Judy Terry, Becky Westbrook, Janet Moore and Jenny White have all agreed to serve as election workers.

RECOMMENDED ACTION:

Approve the appointment of election judge and workers.

BID AND AWARD:**BUDGET DATA:**

BUDGET JUSTIFICATION:

STRATEGY MAP

Citizens First	Strengthen Neighborhoods	Manage the "Business"	Focus on Infrastructure	Planning and Preparedness
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POLICY/GOAL CONSIDERATION:

LEGAL:

The council appoints all election workers for municipal elections.



Jacksonville City Council

AGENDA ITEM REPORT

AGENDA DATE:	3/11/2025	ITEM NUMBER:	7.D.
DEPARTMENT:	Administration	PREPARED BY:	Greg Lowe, City Clerk
INITIATED BY:	James Hubbard, CITY MANAGER	EXHIBITS:	Tomato Fest Request, 2025 Tomato Fest Road Closure Exhibit
ITEM TITLE:	APPROVE A STREET CLOSURE FROM 5 PM ON FRIDAY, JUNE 13, UNTIL SATURDAY, JUNE 14, FOR THE 41ST ANNUAL TOMATO FEST		

EXECUTIVE SUMMARY:

Jacksonville Chamber of Commerce will be holding the 41st annual Tomato Fest on Saturday, June 14, 2025. The chamber has requested the following streets to close beginning at 5 PM on Friday, June 13, 2025. Austin Street, beginning at Highway 79 to Wilson Street; Commerce Street beginning at Austin to Bolton Street; Main Street from Wilson Street to alley before Ritual; Ragsdale Street from Wilson Street to alley before Antonjitos El Lagunero Mexican Restaurant and Neches Street from Wilson Street to entrance of Prosperity Bank. Prosperity Bank will be closed the day of Tomato Fest.

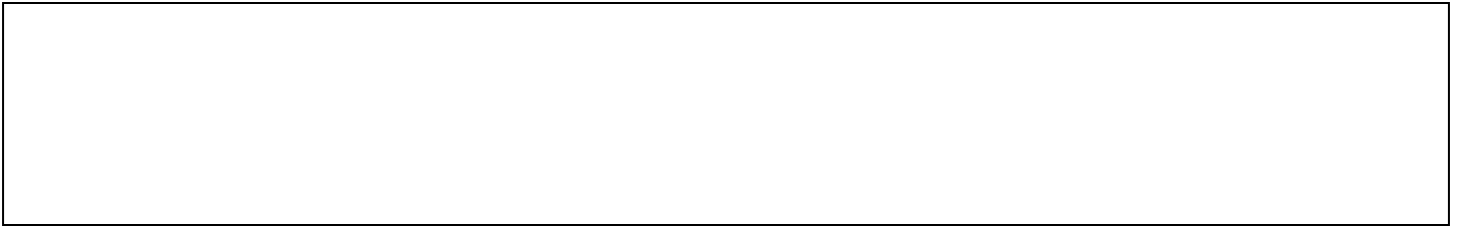
RECOMMENDED ACTION:

Approved the street closure.

BID AND AWARD:

BUDGET DATA:

BUDGET JUSTIFICATION:



STRATEGY MAP

Citizens First	Strengthen Neighborhoods	Manage the "Business"	Focus on Infrastructure	Planning and Preparedness
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POLICY/GOAL CONSIDERATION:

LEGAL:

The city Council approves all street closures.



February 5, 2025

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

Dear Mayor Gorham,

The Chamber would like to request street closure for the 41st Annual Tomato Fest which will be Saturday, June 14th.

The requested blocked streets needed are from Friday, June 13th, 5 pm until 5 pm on Saturday, June 14th. The following streets to be blocked are Austin Street, beginning at Highway 79 to Wilson Street; Commerce Street beginning at Austin to Bolton Street; Main Street from Wilson Street to alley before Ritual; Ragsdale Street from Wilson Street to alley before Antonjitos El Lagunero Mexican Restaurant and Neches Street from Wilson Street to entrance of Prosperity Bank. Prosperity Bank will be closed the day of Tomato Fest. Vendor will utilize the streets and some of the sidewalks in the requested blocked area.

The Chamber will need the electrical outlets available for the vendors to begin setting up on Friday, June 13th at 7pm or earlier. Outlets will be able to be removed after 4 pm on Saturday, June 14th. As the time nears, a vendor map will be given to the city to place the outlets for the vendors.

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

Sincerely,

A handwritten signature in blue ink that reads 'Peggy'.

Peggy Renfro
President

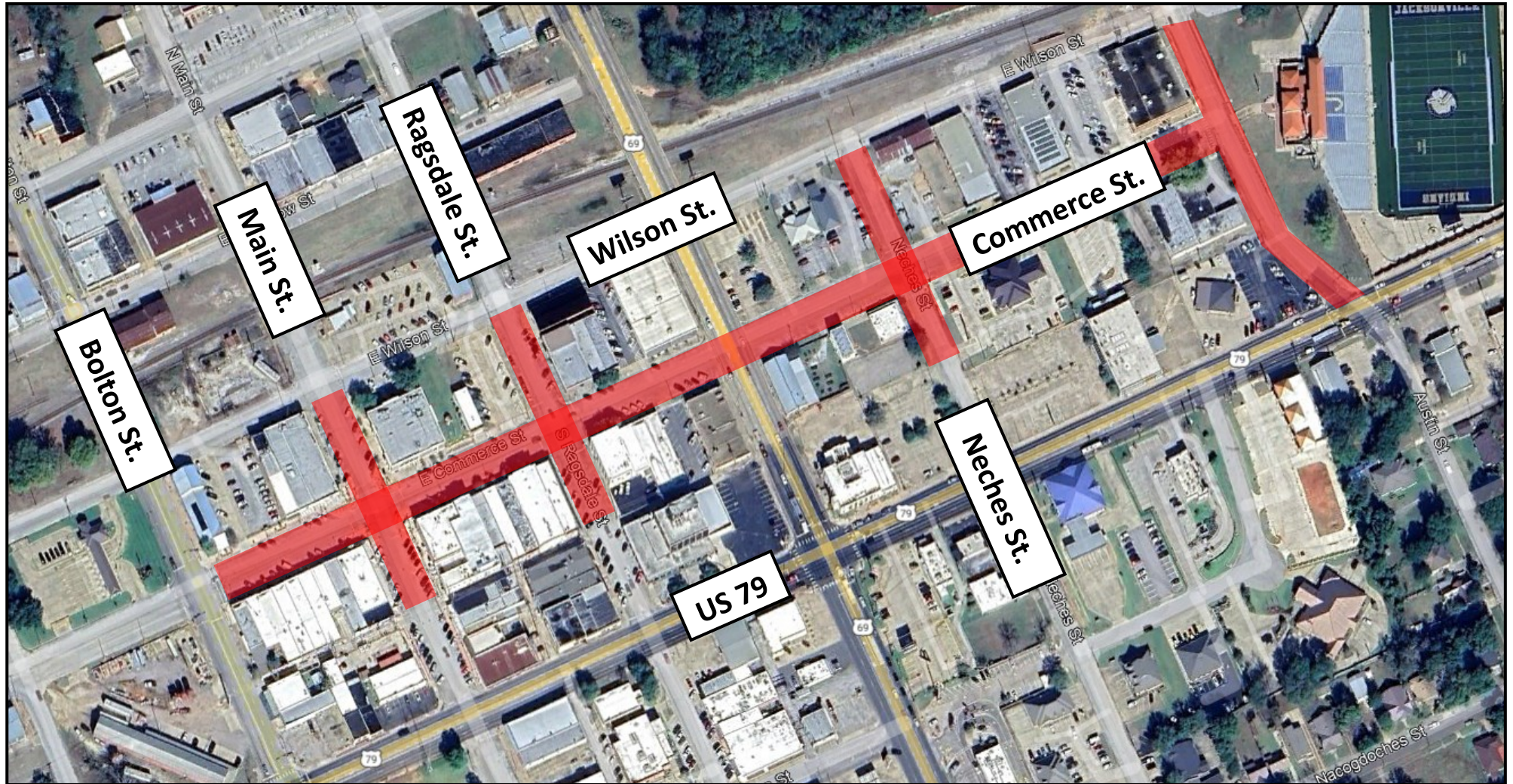
JACKSONVILLE CHAMBER OF COMMERCE



526 EAST COMMERCE • JACKSONVILLE, TEXAS 75766 • 903-586-2217 • WWW.JACKSONVILLETexas.COM

Tomato Fest Road Closure Exhibit

June 13-14, 2025

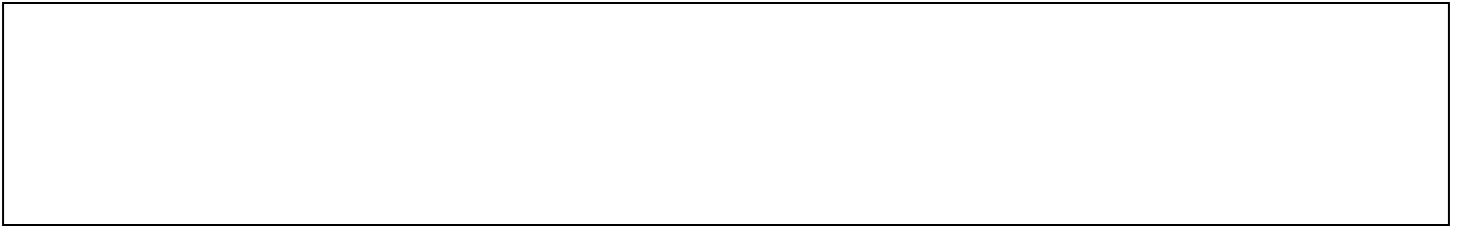


 Road Closure Area

Closure from 5 p.m. on Friday the 13th to 5 p.m. on Saturday, June 14th



EXECUTIVE SUMMARY:
The city council shall cause a continuous audit of the books and accounts of all records and transactions, of the administration of the affairs of the city, such audit to be made annually, embracing each fiscal year, and shall be made by a certified public accountant. The duty of such accountant shall include the certification of all statements required. The full auditor's report shall be available at city hall, with the City Secretary, and at the public library within ten (10) days after completion of such audit. The report attached to this council agenda report is a draft version. The final version will be provided to the council on Tuesday night.
RECOMMENDED ACTION:
Accept the findings of the fiscal year 2023 – 2024 audit as presented.
BID AND AWARD:
BUDGET DATA:
BUDGET JUSTIFICATION:



STRATEGY MAP

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POLICY/GOAL CONSIDERATION:

Transparent & engaging communication. Ensure financial stability & stewardship.

LEGAL:



Jacksonville City Council

AGENDA ITEM REPORT

AGENDA DATE:	3/11/2025	ITEM NUMBER:	10.
DEPARTMENT:	Administration	PREPARED BY:	Shane Pace
INITIATED BY:	Shane Pace	EXHIBITS:	2025 CDM Resolution Jacksonville, 8C CDM Community Application Guide 2025, 99% JEDCO DRP (SHEET 1)
ITEM TITLE:	DISCUSS AND CONSIDER POSSIBLE ACTION A RESOLUTION AUTHORIZING THE SUBMISSION OF A TEXAS COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM APPLICATION TO THE TEXAS DEPARTMENT OF AGRICULTURE FOR THE DOWNTOWN REVITALIZATION PROGRAM.		

EXECUTIVE SUMMARY:

The Texas Department of Agriculture (TDA) – Texas Community Development Block Grant Program (TxCDBG) – Downtown Revitalization Program offers matching reimbursement grants of up to \$1,000,000 to eligible municipalities. Applications are being accepted through April 3, 2025.

TxCDBG monies are only available for public infrastructure improvements or activities explicitly needed to eliminate slum and blight conditions in the downtown area. Funds may be provided for the following:

- Sidewalks and lighting
- Activities required to eliminate architectural barriers for the disabled
- Road construction/renovation, to include curb and gutter and related drainage
- Demolition of blighted structures
- Permanently Installed Streetscape Includes benches, trash cans, planters, murals, landscaping, signage, and decorative/string lights and similar incidental items to improve pedestrian comfort
- Water and sewer lines to support the downtown district
- Public parking improvements
- Outdoor Public Event Space Improvements, including plazas and farmers' market grounds, designed to promote economic activity
- Public Park improvements including green spaces and playgrounds
- Public restroom improvements

Municipalities must match their requested grant amount with a minimum of a 2% cash match (\$20,000). To earn maximum points in the application review/ranking process, a 5% cash match is required (\$50,000).

At their February 12, 2025 meeting the JEDCO Board unanimously approved to financially support a grant application submitted by the City of Jacksonville, with a maximum reimbursement of \$50,000 (5% of \$1,000,000).

RECOMMENDED ACTION:

Staff recommends approval of resolution.

BID AND AWARD:
BUDGET DATA:
BUDGET JUSTIFICATION:

STRATEGY MAP

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

POLICY/GOAL CONSIDERATION:**LEGAL:**

The city Council approves all grant applications.

RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF JACKSONVILLE, TEXAS, AUTHORIZING THE SUBMISSION OF A TEXAS COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM APPLICATION TO THE TEXAS DEPARTMENT OF AGRICULTURE FOR THE DOWNTOWN REVITALIZATION PROGRAM.

WHEREAS, the City Council of the City of Jacksonville desires to develop a viable community, including decent housing and a suitable living environment and expanding economic opportunities, principally for persons of low-to-moderate income; and

WHEREAS, it is necessary and in the best interests of the City of Jacksonville to apply for funding under the Texas Community Development Block Grant Program;

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

1. That a Texas Community Development Block Grant Program application for the Downtown Revitalization Program is hereby authorized to be filed on behalf of the City with the Texas Department of Agriculture, and to be placed in competition for funding under the Downtown Revitalization Program.
2. That the City of Jacksonville commits to selecting an eligible project in the designated downtown areas that meets either the National Program Objective to Eliminate Slum and Blighted Conditions or to Benefit Low- to Moderate-Income Persons.
3. That all funds will be used in accordance with all applicable federal, state, local and programmatic requirements including but not limited to procurement, environmental review, labor standards, real property acquisition, and civil rights requirements.
4. That the City of Jacksonville is committing to provide \$50,000.00 in matching funds toward the application's activities, with the specific usage and funding source to be determined prior to any award of grant funding.

Passed and approved this ____ day of _____, 2025.

[Name, Title]
City of Jacksonville, Texas

[Name Title]
City of Jacksonville, Texas



Texas Community Development Block Grant Program

2025 Rural Economic Development –
Downtown Revitalization Program

Application Guide – Community Application

For assistance: CDBGApps@TexasAgriculture.gov

Table of Contents

Application Guide – Community Application	3
TxCDBG Goals and Requirements.....	3
TxCDBG Application Process Update	3
Timeline of Application Process	3
Downtown Revitalization Program Goals and Requirements	4
Eligible Applicants.....	4
Eligible Project Activities.....	5
Ineligible Project Activities	7
Eligible Project Area	7
Application Acceptance.....	8
Steps in Community Application Process	8
Step 1: Create application in TDA-GO	8
Step 2: Develop community needs list	9
Step 3: Adopt the necessary local governing body resolution committing to the grant application	10
Resolution: Community Commitment	10
Step 4: Complete and submit the Community Application in TDA-GO	10
Scoring Criteria	10
Additional Program Information	13
Appendix A – Community Application Public Participation	14
Required Format - Application Resolution	14
Appendix B – Community Application Scoring Elements	15
Appendix C – Community Application TDA-GO Instructions	15

Application Guide – Community Application

TxCDBG Goals and Requirements

The goal of the Texas Community Development Block Grant (TxCDBG) Program is to develop viable communities by providing decent housing and a suitable living environment, as well as by expanding economic opportunities, principally for persons of low-to-moderate income. In awarding funding pursuant to Texas Government Code, Section 487.351(c), the Texas Department of Agriculture (TDA) shall give priority to eligible activities in the areas of economic development, community development, and rural health to support workforce development.

The objectives of the TxCDBG Program are:

1. To improve public facilities to meet basic human needs, principally for low- to moderate-income persons;
2. To improve housing conditions, principally for persons of low-to-moderate income;
3. To expand economic opportunities by creating or retaining jobs, principally for low-to-moderate income persons; and
4. To provide assistance and public facilities to eliminate conditions hazardous to the public health and of an emergency nature.

TxCDBG Application Process Update

TDA has recently implemented a two stage application process:

- Community Application: an initial application is submitted containing basic information required to determine a community's TxCDBG eligibility and to calculate scores for competitive grants. No project-specific commitments are required at this time.
- Project Application: Applicants whose Community Applications scored within funding range will be invited by TDA to submit a Project Application with complete project information.

Timeline of Application Process

Task/Step	Date to Complete
Community Application	
TDA releases Community Application	January 23, 2025
Community Application webinar	January 29, 2025 & February 19, 2025
Adopt local governing body resolution(s)	April 3, 2025
Complete and submit TDA-GO Community Application	April 3, 2025
Project Application – key dates	
TDA invites highest scoring communities to complete Project Applications	Approx. May 1, 2025
Conduct public hearing	May 30, 2025
Submit application in TDA-GO	September 30, 2025

Downtown Revitalization Program Goals and Requirements

The Downtown Revitalization Program provides funding for infrastructure improvements to promote pedestrian-centered economic activity. Funded projects will be located on public property within the designated downtown district or Main Street area and meet the criteria for elimination of designated slum & blight conditions or provide city-wide benefit to low-to-moderate income persons.

Community Application Due Date	April 3, 2025, 11:59 p.m. C.T.
Grant Amount	\$1,000,000
Minimum Match Amount	\$20,000
National Program Objective	Elimination of Slum and/or Blighted Conditions or, Benefit for Low- to Moderate-Income Persons
Application Method	Applications will be accepted online via the TDA-GO! grant management system. The system may be accessed by navigating to https://tda-go.intelligrants.com/ .

Main Street Set-Aside

Communities with a designation as an official accredited Texas Historical Commission (THC) Main Street City shall be scored and ranked separately from communities that are not participating in THC's Main Street Program. Applicants participating in the Main Street Program must remain a participating city for the duration of the award/grant agreement.

Eligible Applicants

To be eligible to apply for and to receive funding under the TxCDBG Program, a community must meet all of the following criteria, in accordance with Title 24, Part 570 of the Code of Federal Regulations and Title 4, Part 1, Chapter 30, Subchapter A, Section 30.4 of the Texas Administrative Code (TAC), and TxCDBG program requirements:

TxCDBG Eligibility

- 1) Qualify as a unit of general local government (UGLG).
An UGLG is a city, county, town, township, village, or other general purpose political subdivision of the state, or as otherwise defined in 42 U.S.C. §5302. Special purpose political subdivisions are not eligible as TxCDBG applicants.
- 2) Qualify as a non-entitlement community.
Only communities NOT identified as part of the federal CDBG entitlement program may apply for TxCDBG funding. Entitlement communities are listed in Appendix B Community Application Scoring Elements. Municipalities located within an entitlement county may elect to participate with either the county program or the state non-entitlement program, but not both, for each three-year period; please contact the entitlement county to confirm eligibility for the current year.
- 3) Levy and collect a local property tax or local sales tax option in the current fiscal year.
- 4) Meet Progress Thresholds for existing TxCDBG grant agreements.

Applicants must demonstrate current compliance with progress threshold requirements for existing TxCDBG grant awards to be eligible for additional rounds of TxCDBG funding.

- **Mid-Point Progress Threshold:** Existing Grant Agreements beginning on or before the date identified in the chart below must have satisfied all Group B requirements prior to the Community Application due date.
- **Final Progress Threshold:** Existing Grant Agreements beginning on or before the date identified in the chart below must be completed and have submitted both the Project Completion Report (PCR) and the final payment request prior to the Community Application due date.
 - Where the Community Application due date falls between the date of an existing grant agreement's original end date and the date the Project Completion Report is due, TDA will initially accept a Community Application and will assess compliance with the Final Progress Threshold on the date the PCR become due.

Details regarding documentation for meeting these thresholds can be found in the TxCDBG Project Implementation Manual.

Fund Category	Mid- Point Progress Threshold applies if Grant Start Date is on or before:	Final Progress Threshold applies if Grant Start Date is on or before:
Community Development Fund (CDV)	12 months prior to due date (April 3, 2024)	24 months prior to due date (April 3, 2023)
Downtown Revitalization Program (CDM)	12 months prior to due date (April 3, 2024)	24 months prior to due date (April 3, 2023)
Colonia Fund (CFC and CEDAP, excluding CSH)	12 months prior to due date (April 3, 2024)	24 months prior to due date (April 3, 2023)
FAST Fund (CFA)	12 months prior to due date (April 3, 2024)	24 months prior to due date (April 3, 2023)
State Urgent Need Fund (CSU)	9 months prior to due date (July 3, 2024)	12 months prior to due date (April 3, 2024)
Pilot & Special Projects: • Rural Economic Development • FAST Rural Outreach & Wellness Program • Colonia Fund Planning	n/a	n/a

Downtown Revitalization Program-Specific Eligibility

- 5) An eligible applicant for the Downtown Revitalization Program must be an incorporated municipality.

Eligible Project Activities

The 2025 TxCDBG Community Application does not require identification of a specific project or activity. The following information is provided in order for communities to understand the type of projects that may be considered for communities if/when invited by TDA to submit a Project Application.

The project selected during preparation of a Project Application may include one or more of the following activities under one of two categories:

Eligible Activities – Elimination of Slum & Blighted Conditions

Activity Description	Activity Code
Sidewalk Rehabilitation, including associated lighting improvements, ramps, or curb and gutter	03L
Pedestrian Lighting Improvements (standard pole lights)	03L
Pedestrian Walkway Improvements (other than traditional sidewalks) *	03L
Street Reconstruction	03K
Street Drainage Improvements, including curb and gutter to address documented lack of drainage	03K
Demolition of blighted structures - Excludes historic or residential structures - Requires identified CDBG-eligible use for cleared location, to be completed within five years of demolition	04
- Permanently Installed Streetscape Includes benches, trash cans, planters, murals, landscaping, signage, and decorative/string lights and similar incidental items to improve pedestrian comfort - Must be associated with primary construction activity and located on public property - Limited to matching funds	n/a

*With TDA approval, TDA reserves the right to negotiate final design during project development.

Eligible Activities – Benefit to Low- to Moderate Income Communities

Activity Description	Activity Code
All activities eligible under the Elimination of Slum & Blighted Conditions category	
Water / Sewer Improvements in support of the Downtown District	03J
Public Parking Improvements Limited to \$250,000	03G
Outdoor Public Event Space Improvements, including plazas and farmers' market grounds, designed to promote economic activity	03F
Public Park Improvements - Includes green spaces and playgrounds - Minimum project size of one city lot - Limited to \$250,000	03F
Public Restroom Improvements	03J
Public Wi-Fi Improvements - Must be available throughout Downtown area - Must not charge a fee for access by users	03Z

Associated Activities

Grant Administration Services Limited to \$60,000 or 10% of the total grant funds requested, whichever is less.
Engineering Services - Associated with eligible construction activities - Limited to \$85,000 or 12% of the total grant funds requested, whichever is less.

Main Street Set-aside: Applications selected for funding must identify a project consistent with the existing Texas Historical Commission (THC) Main Street Program workplan submitted for Main Street America annual accreditation, including any revisions accepted by THC. The project must satisfy the appropriate National Program Objective.

Ineligible Project Activities

The applicant may not use grant or matching funds for the following:

Specific ineligible activities under the TxCDBG Program include:

Activity Description
Construction of buildings and facilities used for the general conduct of government (e.g., city halls and courthouses). The only exception is for improvements made to these buildings solely to provide complete access for elderly persons and persons with severe disabilities;
Financing of political activities;
Purchase of construction equipment;
Income payments, such as housing allowances;
Activities in a floodway may be ineligible; see Implementation Manual, Chapter 3 for specific guidance;
New housing construction; and
Operation and maintenance expenses of public facilities, improvements and services, including activities identified through the environmental review as maintenance activities.

Downtown Revitalization Program-Specific ineligible activities include:

Activity Description
Demolition of a historic building and/or housing units;
Demolition of blighted structures with no new use identified for the property;
Building improvements, rehabilitation, new construction or façade improvements;
Improvements on private property
Drainage structure improvements, other than street drains or storm sewers;
Agreements to grant, loan, or otherwise transfer TxCDBG monies to a business;
Machinery, equipment or working capital;
Excess/speculative improvements, extra connections or excessive looping;
Operation and maintenance activities, such as re-striping or sealcoating;
Refinancing or to repay the applicant, a local related economic development entity, a benefiting business or its owners and related parties for expenditures;
Otherwise eligible activities that will generate program income;
Otherwise eligible activities that will significantly benefit residential structures; or
Otherwise eligible activities that will provide benefit beyond the identified project area.

Eligible Project Area

Downtown District

The Applicant must submit a Community Application that identifies a Downtown District. The Downtown District must be designed to promote pedestrian-centered economic activity and be supported by local documentation, such as a zoning map or local district designation.

A Downtown District does not include single-family dwellings, and can typically be described as either:

- The city's historic area of commerce or economic center of the community; or
- The area around the courthouse or city square, if the improvements will primarily serve non-governmental buildings.

TDA will make the final determination of whether an area is considered a "Downtown District" for purposes of this program.

Slum & Blighted Area

In addition, for communities that do not qualify as primarily low- to moderate-income communities, the applicant must designate the area targeted for the National Program Objective of Elimination of Slum & Blighted Conditions. This designation will occur during the Project Application phase of the application process.

Application Acceptance

TDA staff will review each submitted Community Application. Completed applications received by the published deadline may be subject to disqualification including, but not limited to, any of the following reasons:

- The Applicant is not a unit of general local government and a municipality;
- The Applicant is identified as a CDBG Entitlement Program participant;
- The Applicant does not meet the Applicant Threshold Requirements;
- The Community Application does not comply with the requirement to provide a passed/adopted local government resolution authorizing submission of the Community Application;
- The Community Application does not comply with the requirement to fully complete all required forms in the TDA-GO system;
- The Community Application contains false information; or
- The Applicant does not respond, refuses to respond, or does not provide an adequate response to requests for revisions or additional information within the prescribed timeline.

In addition, Community Applications for the Downtown Revitalization Program may be subject to disqualification for the following reason:

- The Community Application does not comply with the requirement to document the Downtown District.

Complete and eligible Community Applications will be scored by TDA staff, and cumulative scores will be posted to the TDA website for public review.

Steps in Community Application Process

Step 1: Create application in TDA-GO

TxCDBG Community Applications will only be accepted online through the TDA-GO grant management system. TDA-GO can be accessed by navigating to <https://tda-go.intelligrants.com/>

For assistance creating a new account for an individual person and/or community, refer to [How to Register New Users and Organizations](#) in the TxCDBG Project Implementation Manual.

To initiate a grant application in TDA-GO:

1. Login to TDA-GO and navigate to the **Initiate New Application** panel of the dashboard.
2. Under **Initiate New Application**, click on CDBG – Downtown Revitalization Program - 2025.
NOTE: Only the Authorized Official or local staff Project Director for the applicant community can initiate new applications. TDA staff can also assist with new applications.
3. A brief description and agreement language will appear, review and click “Agree” to continue.
4. The **Document Landing Page** will appear along with four menu sections: Forms, Tools, Status Options, and Related Documents.
 - a. In the **Tools** menu, select **Add/Edit people** to review internal staff assigned to the application or to invite third party users. To request additional individuals to be added to the application, submit a [TxCDBG Support Ticket](#) and TDA staff will assist you.
 - b. In the **Forms** menu, review each page of the Community Application:
 - i. Applicant Contact Information
 - ii. Community Application
 - iii. CDM - Downtown Revitalization Program

Step 2: Develop community needs list

TDA expects each Community Application to identify a list of 10-15 community needs relevant to the community’s participation in the TxCDBG program. If the community is selected for funding, this list will inform the selection of a project for funding, as well as any future amendment requests.

Community needs identified in the TxCDBG Community Application should reflect the priorities of the local government, developed through consultation with local officials and staff as well as existing planning documents developed by the community.

For the 2025 TxCDBG Community Application process, a community needs list must outline each of these factors for each need listed:

- Community Need – a broad community need statement that describes the problem.
- Action to Address Need – a brief description of the type of work that would address the associated community need.
- Activity Category – select from the dropdown list of activity codes is used to classify the various community needs.

For the Downtown Revitalization Program, the most common Community Needs include:

Community Need	Action to Address Need	Activity Category
Sidewalks are deteriorated and unsafe	Replace sidewalks in multiple locations	03L
Businesses in the downtown area are not accessible due to differences in door frame heights and lack of curb cuts	Install ADA-compliant ramps and level sidewalks	03L
Downtown area is unlit at night	Install streetlights on north-south roads in the downtown area	03L
Streets in the downtown area are deteriorated	Reconstruct roads in the downtown area	03K
Poor drainage leads to flooding and deteriorating infrastructure	Install curb and gutter to direct stormwater away from buildings and infrastructure	03K

For assistance in determining the appropriate Activity Category, contact CDBGApps@texasagriculture.gov

Step 3: Adopt the necessary local governing body resolution committing to the grant application

TxCDBG Community Applications require a resolution from the local governing body (e.g., City Council) authorizing the submission of a Community Application and confirming the community's commitments related to the program. In addition, the Downtown Revitalization Program requires a resolution designating the slum & blighted area, for communities that do not qualify as primarily low- to moderate-income communities. Failure to comply with these resolution requirements will result in disqualification of the application.

Resolution: Community Commitment

The required resolution format is found in Appendix A – update the fillable information fields prior to publication. This resolution will:

1. Authorize the submission of a Community Application for funding under the Texas Community Development Block Grant Program;
2. Identify the fund category under which the application is to be considered;
3. Designate the dollar amount of matching funds committed;
4. Commit to, if selected for funding, developing a project that meets programmatic eligibility requirements as identified in the Community Application; and
5. Commit to compliance with all federal, state, and program requirements, including environmental review, labor standards, procurement, acquisition of property, civil rights, and administrative requirements.

Step 4: Complete and submit the Community Application in TDA-GO

Complete the application in the TDA-GO system. Additional step-by-step instructions can be found in Appendix C Community Application TDA-GO Instructions.

The completed application must be submitted in TDA-GO. Under **Status Options**, select **Submit Application** to complete this final step.

Scoring Criteria

The table below describes the criteria used by TDA for scoring Community Applications. Locate the name of your community on each source document listed below to review the scoring data:

Scoring Element	Maximum Points	Source
Median Household Income	10	American Community Survey 5-year estimate – See Appendix B
Benefit to Low- to-Moderate Income (LMI) Population	10	Low- to Moderate-Income statistical data (LMISD) – See Appendix B
Match Ratio	20	Applicant's resolution
Previous Funding	30	TxCDBG grant history report – See Appendix B

Past Performance • Timeliness of environmental clearance • Maximum utilization of grant funds awarded • Timeliness of completing projects • Timely submission of closeout reports	20	TxCDBG grant management records
Total Points – Downtown Revitalization	90	
Main Street Participation	10	Applicant's local records
Total Points – Main Street Set-aside	100	

The following table provides more detailed guidance on how the scores are calculated using the data provided:

Median Household Income (10 Points): Awarded if the Applicant's median household income is lower than the annual state household income using the most recent American Community Survey (ACS) 5-year estimate as follows: 1. Applicant's Median Household Income (MHI) divided by Texas MHI = MHI % 2. Subtract applicant's MHI % from 1 to calculate the applicant's MHI Factor 3. MHI Factor multiplied by 10 = Points Received Applicants whose Median Household Income is above the statewide median household income shall receive zero (0) points.									
Benefit to Low- to-Moderate Income (LMI) Population (10 Points): Awarded based on the applicant's citywide LMI population using the most recently available Low to Moderate Income Summary Data (LMISD) PLACE data as follows: Points Received = LMI % multiplied by 10 For example: The City of Scoresville's LMISD PLACE data indicates its LMI percentage is 67.17%. $= 0.6717 * 10 = 6.7170$ Points Received									
Match Ratio (20 Points): A minimum 2% cash match is required. Awarded for the commitment of additional matching funds relative to the amount of CDBG funds requested as follows: <table> <tr> <td>Match equals at least 5% of TxCDBG Request (\$50,000)</td><td>20 Points</td></tr> <tr> <td>Match equals at least 4% of TxCDBG Request (\$40,000)</td><td>15 Points</td></tr> <tr> <td>Match equals at least 3% of TxCDBG Request (\$30,000)</td><td>10 Points</td></tr> <tr> <td>Match minimum requirement of 2% of TxCDBG Request (\$20,000)</td><td>0 Points</td></tr> </table> Additional match may be cash and/or in-kind. The Applicant must provide a resolution from the city council authorizing the match expenditure. The resolution must include the commitment amount and the proposed use of the funds. If other eligible sources of funding are injected into the project, a commitment letter from the sources must also be submitted.		Match equals at least 5% of TxCDBG Request (\$50,000)	20 Points	Match equals at least 4% of TxCDBG Request (\$40,000)	15 Points	Match equals at least 3% of TxCDBG Request (\$30,000)	10 Points	Match minimum requirement of 2% of TxCDBG Request (\$20,000)	0 Points
Match equals at least 5% of TxCDBG Request (\$50,000)	20 Points								
Match equals at least 4% of TxCDBG Request (\$40,000)	15 Points								
Match equals at least 3% of TxCDBG Request (\$30,000)	10 Points								
Match minimum requirement of 2% of TxCDBG Request (\$20,000)	0 Points								
Previous Funding (15 Points):									

Awarded based on TxCDBG records of awards issued for the Downtown Revitalization Program (DRP), including the Main Street Set-Aside/Program.	
Applicant has received 0 DRP awards in the previous six (6) fund cycles	30 Points
Applicant has received 1 DRP award in the previous six (6) fund cycles	20 Points
Applicant has received 2 DRP awards in the previous six (6) fund cycles	10 Points
Applicant has received 3 or more DRP awards in the previous six (6) fund cycles	0 Points
Main Street Application Scoring Criteria (10 Points): Only applicants participating in Texas Historical Commission's (THC) Main Street Program will be scored on the following criteria.	
Applicant's continuous participation in the Texas Main Street Program	1 point for every calendar year of continuous participation in the Main Street program
Points will not be broken into half points for increments less than one year. If a city leaves the Main Street Program and then returns at a later date, "continuous participation" will be calculated from the year the applicant returned to the program. Applicants will receive the maximum amount of points if they have participated in the program for 10 continuous years.	
Past Performance on previously awarded contracts (Awarded 9/1/2020 – 8/31/2024) Methodology: Each applicant is initially awarded full points in each Past Performance score factor. Points are deducted based upon performance of an applicant on a previously awarded contract. The final Past Performance score will be the average of points for each contract awarded between 9/1/2020 – 8/31/2024.	
Timely submission of closeout reports Five (5) points will be deducted for applicants that did not submit close-out report within 60 days from the end date of the contract.	5 Points
Timeliness of environmental clearance Zero (0) points will be deducted for applicants that completed the environmental review within 30 days of the environmental clearance milestone (210 days after the contract start date) One (1) point will be deducted for applicants that completed the environmental review within 60 days of the environmental clearance milestone (240 days after the contract start date) Three (3) points will be deducted for applicants that completed the environmental review within 90 days of the environmental clearance milestone (270 days after the contract start date) Five (5) points will be deducted for applicants that did not complete the environmental review within 90 days of the environmental clearance milestone (271+ days after the contract state date)	5 Points

• Maximum utilization of grant funds awarded Zero (0) points shall be deducted for completed contracts that fully expended the grant funds, or deobligated less than the threshold amount (\$10,000). Seven (7) points shall be deducted for contracts that deobligated an amount equal to or greater than the threshold for any reason. Exception: This scoring criterion will not apply to Texas Capital Fund Real Estate/Infrastructure contracts that completed the minimum necessary AND fulfilled 100% of the job commitment.	7 Points
• Timeliness of completing projects (i.e., extension of contracts) (Three (3) points will be deducted for applicants that received an extension on a previous contract.	3 Points

Tie Breaker In the event of a tie, applicants shall be ranked starting with the lowest median household income. Data Source: Most recently available ACS 5-Year Estimate, Table DP03. If a tie still exists after applying the first criteria, then applications shall be ranked starting with the highest unemployment rate. Data Source: Table DP03

Additional Program Information

While no action is required for the Community Application for the below items, Applicants should be aware of the federal, state, and program requirements that must be implemented if the community is selected for funding. These requirements include, but are not limited to:

- Competitive Procurement – Administration Services and Engineering Services;
- National Environmental Policy Act (NEPA) and related Environmental Review;
- Uniform Relocation Assistance and Real Property Acquisition Act (URA);
- Competitive Procurement – Construction Services / Materials;
- Davis-Bacon Act and related Labor Standards;
- Single Audit requirements;
- Fair Housing and Civil Rights requirements;
- Uniform Administrative Requirements and Cost Principles; and
- Housing and Community Development Act and related CDBG regulations, including the National Program Objective.

Details on TxCDBG grant management and program requirements can be found in the [TxCDBG Project Implementation Manual](#).

Appendix A – Community Application Public Participation

Required Format - Application Resolution

RESOLUTION

A RESOLUTION OF THE [CITY COUNCIL] OF [COMMUNITY NAME], TEXAS, AUTHORIZING THE SUBMISSION OF A TEXAS COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM APPLICATION TO THE TEXAS DEPARTMENT OF AGRICULTURE FOR THE DOWNTOWN REVITALIZATION PROGRAM.

WHEREAS, the [City Council] of the [City] of [Community Name] desires to develop a viable community, including decent housing and a suitable living environment and expanding economic opportunities, principally for persons of low-to-moderate income; and

WHEREAS, it is necessary and in the best interests of the [City] of [Community Name] to apply for funding under the Texas Community Development Block Grant Program;

NOW, THEREFORE, BE IT RESOLVED BY THE [CITY COUNCIL] OF [COMMUNITY NAME], TEXAS,

1. That a Texas Community Development Block Grant Program application for the Downtown Revitalization Program is hereby authorized to be filed on behalf of the City with the Texas Department of Agriculture, and to be placed in competition for funding under the Downtown Revitalization Program .

Select only one paragraph for 2.

2. [That the City of [Community Name] commits to selecting an eligible project in the designated downtown areas that meets either the National Program Objective to Eliminate Slum and Blighted Conditions or to Benefit Low- to Moderate-Income Persons.

OR

That the City of [Community Name] requests to be considered for the Main Street Set-Aside and commits to selecting a project in coordination with the Texas Historical Commission, consistent with the current Main Street Program documentation and meets either the National Program Objective to Eliminate Slum and Blighted Conditions or to Benefit Low- to Moderate-Income Persons..]

3. That all funds will be used in accordance with all applicable federal, state, local and programmatic requirements including but not limited to procurement, environmental review, labor standards, real property acquisition, and civil rights requirements.
4. That the [City] of [Community Name] is committing to provide \$xx,xxx.00 in matching funds toward the application's activities, with the specific usage and funding source to be determined prior to any award of grant funding.

Passed and approved this ____ day of _____, 20__.

[Name, Title]
[City] of [Community Name], Texas

[Name Title]
[City] of [Community Name], Texas

Appendix B – Community Application Scoring Elements

[Click here to access Appendix B](#)

Appendix C – Community Application TDA-GO Instructions

[Click here to access Appendix C](#)

JACKSONVILLE ECONOMIC DEVELOPMENT CORPORATION

DOWNTOWN SIDEWALK IMPROVEMENTS

SPI
SCHAUMBURG & POLK, INC.
BEAUMONT | HOUSTON | RICHARDSON
KYLE | PORT ARTHUR | TERRELL | TYLER
320 S. Broadway Ave., SUITE 200
Tyler, TX 75702
903.595.3913
Firm Registration No. F-520

**PRELIMINARY DOCUMENT
FOR REVIEW ONLY**

THESE DOCUMENTS ARE FOR
DESIGN REVIEW AND NOT
INTENDED FOR CONSTRUCTION,
BIDDING, OR PERMIT PURPOSES.
THEY WERE PREPARED BY, OR
UNDER THE SUPERVISION OF:

JEFFREY C. SIMMONS
P.E. # 96748



JACKSONVILLE
ECONOMIC
DEVELOPMENT
CORPORATION

DOWNTOWN
SIDEWALK
IMPROVEMENTS

COVER SHEET
& SHEET INDEX

REVISIONS:

PLANS ARE FORMATTED FOR 22"x34" PLAN
SHEETS. IF PRINTED ON 11"x17" SHEETS THE
SCALES ARE HALF THE SIZE NOTED.



DRAWN BY:
T. SMITH

REVIEWED BY:
J. SIMMONS

PROJECT NO:
938217.00

SHEET NO:
1

FILENAME: X:\CLIENTS\JACKSONVILLE - CITY OF\JEDCO\938217.00 - JACKSONVILLE DOWNTOWN SIDEWALKS\CADD\PLANS\1 - COVER SHEET & SHEET INDEX.DWG PLOT DATE: 3/3/2025 12:24 PM

SHEET INDEX	
SHEET NUMBER	SHEET TITLE
1	COVER SHEET & SHEET INDEX
2	GENERAL NOTES
3	EROSION CONTROL
4	SURVEY CONTROL
5	TRAFFIC CONTROL PLAN
6	DEMO PLANS - E COMMERCE ST. 1
7	DEMO PLANS - E COMMERCE ST. 2
8	DEMO PLANS - E COMMERCE ST. 3
9	DEMO PLANS - E COMMERCE ST. 4
10	DEMO PLANS - E COMMERCE ST. 5
11	DEMO PLANS - E COMMERCE ST. 6
12	DEMO PLANS - S RAGSDALE ST.
13	DEMO PLANS - S MAIN ST.
14	DIMENSION CONTROL - E COMMERCE ST. 1
15	DIMENSION CONTROL - E COMMERCE ST. 2
16	DIMENSION CONTROL - E COMMERCE ST. 3
17	DIMENSION CONTROL - E COMMERCE ST. 4
18	DIMENSION CONTROL - E COMMERCE ST. 5
19	DIMENSION CONTROL - E COMMERCE ST. 6
20	DIMENSION CONTROL - S RAGSDALE ST.
21	DIMENSION CONTROL - S MAIN ST.
22	CONSTRUCTION NOTES - E COMMERCE ST. 1
23	CONSTRUCTION NOTES - E COMMERCE ST. 2
24	CONSTRUCTION NOTES - E COMMERCE ST. 3
25	CONSTRUCTION NOTES - E COMMERCE ST. 4
26	CONSTRUCTION NOTES - E COMMERCE ST. 5
27	CONSTRUCTION NOTES - E COMMERCE ST. 6
28	CONSTRUCTION NOTES - S RAGSDALE ST.
29	CONSTRUCTION NOTES - S MAIN ST.
30	S. DRAIN DETAILS
31	IRRIGATION PLAN A
32	IRRIGATION PLAN B
33	IRRIGATION PLAN (VALVE AND CONTROLLER)
34	IRRIGATION DETAILS
35	TYPICAL DETAILS
36	STAMPED CONCRETE AND CROSSWALK DETAILS
37	RAMP DETAILS
38	TXDOT 1
39	TXDOT 2
40	TXDOT 3
41	TXDOT 4
42	TXDOT 5

JEDCO BOARD MEMBERS:

DARRELL DEMENT – CHAIRMAN

NATHAN JONES

ROBERT CUDD

LORETTA DOTY

DILLON RODRIGUEZ

OPHELIA PENN

CHAD DEVILLIER

JEDCO PRESIDENT:

SHANE PACE





Jacksonville City Council

AGENDA ITEM REPORT

AGENDA DATE:	<u>3/11/2025</u>	ITEM NUMBER:	<u>11.</u>
DEPARTMENT:	<u>Administration</u>	PREPARED BY:	<u>Greg Lowe, City Clerk</u>
INITIATED BY:	<u>Greg Lowe, City Clerk</u>	EXHIBITS:	<u>CenterPoint Energy-GRIP-2021-SUSPENSION-RESOLUTION-Beau-East Texas-Resolution DBB 3.3.25, CenterPoint Energy-GRIP-2021-SUSPENSION-RESOLUTION-Beau-East Texas-AIS-022625_FINAL</u>
ITEM TITLE:	<u>DISCUSS AND CONSIDER POSSIBLE ACTION A RESOLUTION SUSPENDING THE EFFECTIVE DATE PROPOSED BY CENTERPOINT ENERGY RESOURCES CORPORATION BY 45 DAYS</u>		

EXECUTIVE SUMMARY:

On or about February 18, 2025 CenterPoint Energy Resources Corp., Texas Division ("CenterPoint") filed for an increase in gas utility rates under the Gas Reliability Infrastructure Program ("GRIP"). CenterPoint's application if approved by the Commission will result in an increase in the monthly customer charges. Although the City's ability to review and effectuate a change in CenterPoint's requested increase is limited, the City should exercise due diligence with regard to rate increases of monopoly utilities who operate within its boundaries, including increases requested under the GRIP statute to ensure compliance with the requirements of that law. This includes whether CenterPoint's current rates produce a rate of return in excess of its authorized rate of return.

To exercise its due diligence, it is necessary to suspend CenterPoint's proposed effective date of April 19, 2025 for forty-five days, so that the City can evaluate whether the data and calculations in CenterPoint's rate application are correctly done.

Therefore, ACM-B/E. Texas's Special Counsel, the law firm of Herrera Law & Associates, PLLC recommends that the City adopt a resolution suspending CenterPoint's proposed effective date for 45 days. Assuming a proposed effective date of April 19, 2025, CenterPoint's proposed effective date is suspended until June 3, 2025.

RECOMMENDED ACTION:

Approve the resolution delaying the GRIP rate increase.

BID AND AWARD:

BUDGET DATA:

BUDGET JUSTIFICATION:

STRATEGY MAP

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

POLICY/GOAL CONSIDERATION:**LEGAL:**

The city attorney has reviewed the resolution.

RESOLUTION NO. _____

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

WHEREAS, on or about February 18, 2025 CenterPoint Energy Resources Corp., Texas Division (“CenterPoint”) filed for an increase in gas utility rates under the Gas Reliability Infrastructure Program (“GRIP”), and proposed increases in the monthly customer charges for all retail customer classes as shown below:

South Texas and Beaumont/East Texas Geographic Rate Areas

Rate Schedule	Current Customer Charge	Proposed 2025 Interim Rate Adjustment	Adjusted Charge	Increase Per Bill	Percent Increase in Customer Charge
R-2099-I-GRIP 2025; R-2099-U-GRIP 2025 Residential	\$25.00 per customer per month	\$2.88 per customer per month	\$27.88 per customer per month	\$2.88 per customer per month	11.52%
GSS-2099-I-GRIP 2025; GSS-2099-U-GRIP 2025 General Service Small	\$48.00 per customer per month	\$5.14 per customer per month	\$53.14 per customer per month	\$5.14 per customer per month	10.71%
GSLV-630-I-GRIP 2025; GSLV-630-U-GRIP 2025 General Service Large Volume	\$230.00 per customer per month	\$61.20 per customer per month	\$291.20 per customer per month	\$61.20 per customer per month	26.61%

and

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

WHEREAS, the application to increase rates by CenterPoint is complex; and

WHEREAS, it is necessary to suspend the effective date for the increase in rates for forty-five days, so that the City can assure itself that the data and calculations in CenterPoint’s rate application are correctly done; and

WHEREAS, the effective date proposed by CenterPoint is April 19, 2025, but a suspension by the City will mean that the rate increase cannot go into effect prior to June 3, 2025.

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

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

Section 2. The City suspends the requested effective date by CenterPoint for forty-five days pursuant to the authority granted the City under Section 104.301 of the Texas Utilities Code to allow the City to review the data and calculations that provide the basis for CenterPoint's proposed increase in rates.

Section 3. The City shall continue to act jointly with other cities that are part of a coalition of cities now known as the Alliance of CenterPoint Municipalities ("ACM") – Beaumont/East Texas.

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

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

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

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

PASSED AND APPROVED this _____ day of _____ 2025.

MAYOR

ATTEST:

CITY CLERK

AGENDA INFORMATION SHEET

AGENDA ITEM NO. _____

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

ALLIANCE OF CENTERPOINT MUNICIPALITIES

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

In CenterPoint's immediately preceding general rate case, CenterPoint consolidated its four service divisions – the Beaumont/East Texas Division; the South Texas Division; the Houston Division; and the Texas Coast Division – into a single division to which CenterPoint refers as the "Texas Division." The City intervened in the proceeding at the Railroad Commission as part of the broader Alliance of CenterPoint Municipalities (ACM). ACM is comprised of cities represented by the law firm of Herrera Law & Associates, including the ACM-B/E. Texas cities, served by CenterPoint in what were its prior four divisions and now consolidated into a single division.

"GRIP" RATE APPLICATION

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

Under a decision by the Supreme Court of Texas, the Court concluded that a filing made under the GRIP statute permitted gas utilities the opportunity to recover return on capital expenditures made during the interim period between rate cases by applying for interim rate adjustment and that proceedings under the GRIP statute did not contemplate either adjudicative hearings or substantive review of utilities' filings for interim rate adjustments. Instead, the Court concluded, the GRIP statute provides for a *ministerial* review of the utility's filings to ensure compliance with the GRIP statute and the Railroad Commission's rules, and that it is within the Railroad Commission's

authority to preclude cities from intervening and obtaining a hearing before the Railroad Commission.

CENTERPOINT’S “GRIP” APPLICATION

On or about February 18, 2025 CenterPoint Energy Resources Corp., Texas Division (“CenterPoint”) filed for an increase in gas utility rates under the Gas Reliability Infrastructure Program (“GRIP”). CenterPoint’s application if approved by the Commission will result in an increase in the monthly customer charges as shown below:

CenterPoint’s filing proposes a uniform increase in each customer class’s Customer Charge, as follows:

Residential:	\$2.88 per month
General Service-Small:	\$5.14 per month
Gen. Service-Large Vol:	\$61.20 per month

However, because CenterPoint’s customer charges are not currently uniform across its “Texas Division,” the increase in customer charge per customer class affects customers’ bills differently. The tables below show the current customer charges compared to the proposed customer charges in what were CenterPoint’s four prior divisions. We note that as part of the transition to a single “Texas Division,” the Houston and Texas Coast geographic areas have their own set of uniform customer charges, and the South Texas and Beaumont/East Texas Divisions have their own set of customer charges.

South Texas and Beaumont/East Texas Geographic Rate Areas

Rate Schedule	Current Customer Charge	Proposed 2025 Interim Rate Adjustment	Adjusted Charge	Increase Per Bill	Percent Increase in Customer Charge
R-2099-I-GRIP 2025; R-2099-U-GRIP 2025 Residential	\$25.00 per customer per month	\$2.88 per customer per month	\$27.88 per customer per month	\$2.88 per customer per month	11.52%
GSS-2099-I-GRIP 2025; GSS-2099-U-GRIP 2025 General Service Small	\$48.00 per customer per month	\$5.14 per customer per month	\$53.14 per customer per month	\$5.14 per customer per month	10.71%
GSLV-630-I-GRIP 2025; GSLV-630-U-GRIP 2025 General Service Large Volume	\$230.00 per customer per month	\$61.20 per customer per month	\$291.20 per customer per month	\$61.20 per customer per month	26.61%

Houston and Texas Coast Geographic Rate Areas

Rate Schedule	Current Customer Charge	Proposed 2025 Interim Rate Adjustment	Adjusted Charge	Increase Per Bill	Percent Increase in Customer Charge
R-2099-I-GRIP 2025; R-2099-U-GRIP 2025 Residential	\$19.50 per customer per month	\$2.88 per customer per month	\$22.38 per customer per month	\$2.88 per customer per month	14.77%

GSS-2099-I-GRIP 2025; GSS-2099-U-GRIP 2025 General Service Small	\$30.00 per customer per month	\$5.14 per customer per month	\$35.14 per customer per month	\$5.14 per customer per month	17.13%
GSLV-630-I-GRIP 2025; GSLV-630-U-GRIP 2025 General Service Large Volume	\$390.00 per customer per month	\$61.20 per customer per month	\$451.20 per customer per month	\$61.20 per customer per month	15.69%

CenterPoint presents that its proposed increases in its customer charges produce an increase in annual revenue of about \$70.7 million, system wide, in its Texas Division.

REVIEW AND ACTION RECOMMENDED

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

To exercise its due diligence, it is necessary to suspend CenterPoint's proposed effective date of April 19, 2025 for forty-five days, so that the City can evaluate whether the data and calculations in CenterPoint's rate application are correctly done.

Therefore, ACM-B/E. Texas's Special Counsel, the law firm of Herrera Law & Associates, PLLC recommends that the City adopt a resolution suspending CenterPoint's proposed effective date for 45 days. Assuming a proposed effective date of April 19, 2025, CenterPoint's proposed effective date is suspended until June 3, 2025.



Jacksonville City Council

AGENDA ITEM REPORT

AGENDA DATE:	<u>3/11/2025</u>	ITEM NUMBER:	<u>12.</u>
DEPARTMENT:	<u>Community and Public Services</u>	PREPARED BY:	<u>Randall Chandler, Director of Community and Public Services</u>
INITIATED BY:	<u>Randall Chandler, Director of Community and Public Services</u>	EXHIBITS:	<u>Proposed ROW Management Ordinance 2025 clean v2</u>
ITEM TITLE:	<u>DISCUSS AND CONSIDER POSSIBLE ACTION AN ORDINANCE ADOPTING RIGHT-OF-WAY MANAGEMENT REGULATIONS</u>		

EXECUTIVE SUMMARY:

As part of the "Internet for All" infrastructure law, the 2021 law provided over a \$65 billion dollar investment to ensure all Americans have access to affordable, reliable, high speed Internet. As part of this law, Texas was awarded \$3.3 billion from the Broadband Equity, Access, and Deployment Program in 2021 to expand Internet access in the State. Since that time cities throughout the State of Texas have dealt with numerous and extensive "Fiber" projects that have many issues to bear. The most noticeable part of the projects is conflicts that often resulted in water line breaks, sewer line breaks, or damage to public and private properties. Jacksonville has endured it share of situations that have resulted in area wide water outages, traffic disruptions, and conflicts with other sister utilities. With these events all occurring with our already crowded Right's of Way. The adoption of this ordinance would authorize the City of Jacksonville to maintain, enforce, and safely govern the operations of all users occupying and working in the public right-of-ways in Jacksonville.

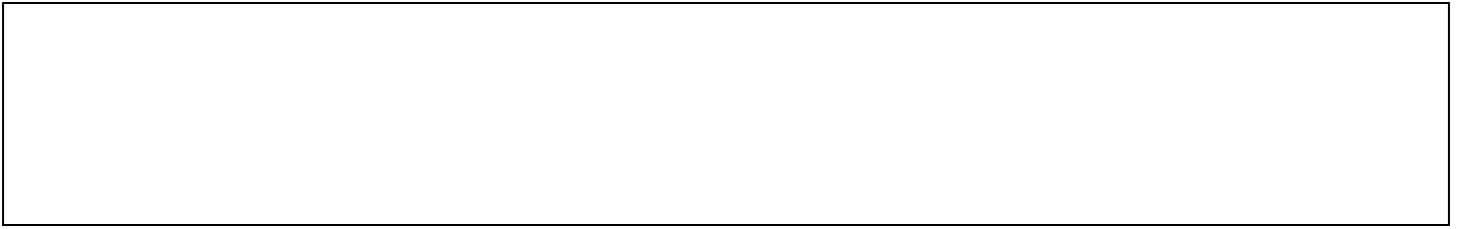
RECOMMENDED ACTION:

The staff recommends adoption of the ordinance.

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:

This ordinance would be in direct support of the City of Jacksonville Strategy Map....."Focus on the Infrastructure, 4.2 Strengthen Routine Maintenance Programs."

LEGAL:

The city attorney wrote the ordinance.

CHAPTER 16.5 RIGHT-OF-WAY MANAGEMENT
ARTICLE I. GENERAL PROVISIONS

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF JACKSONVILLE CREATING A NEW CHAPTER 16 ½ (OR 16.5) OF THE CODE OF ORDINANCES AND ADOPTING A RIGHT-OF-WAY MANAGEMENT ORDINANCE OF THE CITY OF JACKSONVILLE, TEXAS; REGULATING THE PHYSICAL USE, OCCUPANCY AND MAINTENANCE OF CITY RIGHTS-OF-WAY BY THIRD PARTY USERS INCLUDING WIRELESS NETWORK PROVIDERS; PROVIDING DEFINITIONS; PROVIDING CITY PROCEDURES FOR REGISTRATION AND PERMITS PRIOR TO CONSTRUCTION; CREATING CONSTRUCTION AND MAINTENANCE STANDARDS; REQUIRING REMOVAL OF INFRASTRUCTURE UPON ABANDONMENT; REQUIRING COMPLIANCE WITH THE CITY DESIGN MANUAL AND APPLICABLE CODES FOR THE INSTALLATION OF NETWORK NODES AND NODE SUPPORT POLES PURSUANT TO CHAPTER 284 OF THE TEXAS LOCAL GOVERNMENT CODE; PROVIDING RESTRICTIONS ON PLACEMENT OF NETWORK NODES AND NODE SUPPORT POLES IN MUNICIPAL PARKS, RESIDENTIAL AREAS, UNDERGROUND DISTRICT; HISTORIC DISTRICTS AND DESIGN DISTRICTS; PROVIDING REPEALING AND SAVINGS CLAUSES; PROVING A TEXAS OPEN MEETINGS ACT CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Jacksonville, Texas (“City”) recognizes that the State of Texas has delegated to the City the fiduciary duty, as a trustee, to manage the public right-of-way for the health, safety, and welfare of the public to Texas municipalities; and

WHEREAS, in accordance with applicable federal and state laws, the City seeks to exercise its rights to control and management its Rights-of-Way in a competitively neutral and nondiscriminatory basis; and implement certain police power regulations in the use of those Rights-of-Way; and

WHEREAS, establishing a registration and permitting process to improve coordination of work in Rights-of-Way under City jurisdiction will ease traffic congestion and limit inconvenience to citizens of and visitors to the City; and

WHEREAS, the registration and permitting process is necessary of conserve the limited physical capacity of the Public Rights-of-Way held in public trust by the City; and

WHEREAS, the registration and permitting process is necessary to preserve the physical integrity of streets and highways; and

WHEREAS, the registration and permitting process will assist in keeping track of the different entities using the Rights-of-Way to reduce the possibility of interference between them; and

WHEREAS, Chapter 284 of the Texas Local Government Code (“the Code”) allows certain wireless network providers to install in the City’s public rights-of-way their wireless facilities, described and

CHAPTER 16.5 RIGHT-OF-WAY MANAGEMENT
ARTICLE I. GENERAL PROVISIONS

defined in Section 284.002 of the Code as “Micro Network Nodes”, “Network Nodes”, and “Node Support Poles;” and

WHEREAS, as expressly allowed by Section 284.108 of the Code and pursuant to its police power authority reserved in Sec. 284.301 of the Code, the City has enacted a *Design Manual for the Installation of Network Nodes and Node Support Poles* (“the Design Manual”) in order to meet its fiduciary duty to the citizens of the City, and to give assistance and guidance to wireless telecommunications network providers to assist such companies in the timely, efficient, safe and aesthetically pleasing installation of technologically competitive equipment; and

WHEREAS, the City Council desires to regulate the installation of Network Nodes and Network Support Poles pursuant to Chapter 284 of the Code in a way that is fair, reasonable and nondiscriminatory.

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

SECTION I
FINDINGS OF FACT

The forgoing recitals are incorporated into this Right-of-Way Management Ordinance as findings of fact.

SECTION II.

Chapter 16 ½ of the City of Jacksonville Code of Ordinances shall read as follows:

ARTICLE I
GENERAL PROVISIONS

§ 16.5-1. Title; policy and purpose.

This chapter may be known and cited as the Right-of-Way Management Ordinance for the City of Jacksonville, Texas.

The City of Jacksonville enacts these regulations to manage the public right-of-way, to ensure public health, safety and welfare and to promote the most efficient use of the right of way first and foremost for the traveling public, and also for water and sewer uses and for utility uses designed to benefit the citizens of the City of Jacksonville, including such uses as have been recognized in statutory and common law in the State of Texas.

§ 16.5-2. Construction; governing law; venue.

This chapter shall be construed under and in accordance with the laws of the State of Texas and

CHAPTER 16.5 RIGHT-OF-WAY MANAGEMENT
ARTICLE I. GENERAL PROVISIONS

the City Charter and City Code to the extent that such Charter and Codes are not in conflict with or in violation of the Constitution and laws of the United States or the State of Texas. All obligations of the parties hereunder are performable in Cherokee County, Texas.

All provisions of this Chapter shall apply to all persons involved with the right-of-way, all work performed therein, any facilities maintained therein or any other matter as applicable.

§ 16.5-3. Scope.

This chapter shall be effective within the geographical limits of the City, including any areas subsequently annexed by the City.

§ 16.5-4. Definitions.

The definitions in this section apply to all of Chapter 16.5.

Abandon and its derivatives means the facilities installed in the right-of-way (including by way of example but not limited to: poles, wires, conduit, manholes, handholes, cuts, network nodes and node support poles, or portion thereof) that have been left by provider in an unused or non-functioning condition for more than one hundred twenty (120) consecutive calendar days unless, after notice to provider, provider has established to the reasonable satisfaction of the City that the applicable facilities, or portion thereof, is still in active use.

Access line means (A), unless the Commission adopts a different definition under Section 283.003, of the Local Government Code, a unit of measurement representing: (i) each switched transmission path of the transmission media that is physically within a public right-of-way extended to the end-use customer's premises within the municipality, that allows the delivery of local exchange telephone services within a municipality, and that is provided by means of owned facilities, unbundled network elements or leased facilities, or resale; (ii) each termination point or points of a non-switched telephone or

other circuit consisting of transmission media located within a public right-of-way connecting specific locations identified by, and provided to, the end-use customer for delivery of non-switched telecommunications services within the municipality; or (iii) each switched transmission path within a public right-of-way used to provide central office-based PBX-type services for systems of any number of stations within the municipality, and in that instance, one (1) path shall be counted for every ten (10) stations served; and (B) may not be construed to include interoffice transport or other transmission media that do not terminate at an end-use customer's premises or to permit duplicate or multiple assessment of access line rates on the provision of a single service.

Ancillary means secondary, supporting, or subordinate.

Antenna means communications equipment that transmits or receives electromagnetic radio frequency signals used in the provision of wireless services.

Applicable codes mean (A) uniform building, fire, electrical, plumbing, or mechanical codes adopted by a recognized national code organization; and (B) local amendments to those codes to the extent not inconsistent with this chapter.

Applicant means a person submitting an application or proposal to the City for a license, franchise, permit or notice to install facilities or equipment or work in the right-of-way.

Application or proposal are synonymous for the purposes of this chapter. An "application" or "proposal" means the process by which the applicant submits a request and indicates a desire to be granted a license, permit or franchise for all, or a part, of the City. An "application" or "proposal" includes all written documentation, and official statements and representations, in whatever form, made by an applicant to the City.

Assignment of an authorization or transfer of an authorization means any transaction or action which effectively or actually transfers the authorization or franchise or changes operational or managerial control from one (1) person or entity to another.

Authorization or agreement to use the right-of-way means a negotiated privilege pursuant to an agreement between the City in its discretion and a person, allowing a person to occupy any portion of a street, right-of-way, or easement owned or controlled by the City, and may be for a limited period of time or for a specific purpose.

Certificated telecommunications provider means a person who has been issued a certificate of convenience and necessity, certificate of operating authority, or service provider certificate of operating authority by the commission to offer local exchange telephone service or a person who provides voice service.

City means the City of Jacksonville, Texas or its lawful successor, and includes the Jacksonville City Council.

City council or council/franchising authority means the City council for the City of Jacksonville, Texas or its lawful successor, which is the governing body for the City.

City manager shall mean the Jacksonville City Manager or designee.

Collocate and collocation mean the installation, mounting, maintenance, modification, operation, or replacement of network nodes in a public right-of-way on or adjacent to a pole.

Commission means the Public Utility Commission of Texas.

Communications network means a component or facility that is, wholly or partly, physically

located within a public right-of-way and that is used to provide video programming, cable, voice, or data services.

Consumer price index means the annual revised consumer price index for all urban consumers for Texas, as published by the Federal Bureau of Labor Statistics.

Concealment or camouflaged means any wireless facility or pole that is covered, painted, disguised, or blended into its environment or otherwise hidden or kept from sight such that the wireless facility blends into the surrounding environment and is visually unobtrusive. A concealed or camouflaged wireless facility or pole also includes any wireless facility or pole conforming to the surrounding area in which the wireless facility or pole is located and may include, but is not limited to hidden beneath a façade, blended with surrounding area design, painted to match the supporting area, or disguised with artificial tree branches.

DAS or distributed antenna system shall be included as a type of network node and have the same meaning as "network node."

Decorative pole means a streetlight pole specially designed and placed for aesthetic purposes and on which no appurtenances or attachments, other than specially designed informational or directional signage or temporary holiday or special event attachments, have been placed or are permitted to be placed according to nondiscriminatory municipal codes.

Design district means an area that is zoned, or otherwise designated by municipal code, and for which the City maintains and enforces unique design and aesthetic standards on a uniform and nondiscriminatory basis.

Disaster emergency or disaster or emergency means an imminent, impending, or actual natural or humanly induced situation wherein the health, safety, or welfare of the residents of the City is threatened, and includes, but is not limited to any declaration of emergency by City, state or federal governmental authorities.

Easement means, refers to or shall include any public easement or other compatible use, whether created by dedication or by the other means, for uses which include public utility purposes or any other purpose whatsoever. "Easement" may include a private easement used for the provision of utilities, depending upon usage.

FCC or Federal Communications Commission means the Federal Administrative Agency, or lawful successor, authorized to oversee cable television and other multi-channel regulations on a national level.

Fiber cable or fiber optic cable means a form of communication transmission that uses light to send data, high quality video and sound.

Franchise or franchise agreement means the initial authorization, or subsequent renewal granted by the City in order for a person to construct, operate, and maintain a system in all, or part, of the City right-of-way.

Franchise expiration means the date of expiration, or the end of the term of a franchise, permit or license agreement.

Franchise fee means the user fee or charge that the City requires as payment for using the streets, rights-of-way, public ways, and easements of the City.

Gross receipts means any and all compensation which is derived from the operation of the system,

and which is attributable to the systems operations within the City as allowed by law.

Highway right-of-way means right-of-way adjacent to a state or federal highway.

Historic district means an area that is zoned or otherwise designated as a historic district under municipal, state, or federal law.

Law means common law or a federal, state, or local law, statute, code, rule, regulation, order, or ordinance.

Local means within the geographical boundaries of the City of Jacksonville, Texas.

Local exchange telephone service has the meaning assigned by Section 51.002, Utilities Code.

Mayor means the mayor for the City of Jacksonville, Texas.

Macro tower means a guyed or self-supported pole or monopole greater than the height parameters prescribed by Section 284.103 and that supports or is capable of supporting antennas.

Micro network node means a network node that is not larger in dimension than twenty-four (24) inches in length, fifteen (15) inches in width, and twelve (12) inches in height, and that has an exterior antenna, if any, not longer than eleven (11) inches.

Municipally owned utility pole means a utility pole owned or operated by a municipally owned utility, as defined by Section 11.003, Utilities Code, and located in a public right-of-way.

Municipal park means an area that is zoned or otherwise designated by municipal code as a public park for the purpose of recreational activity, and includes the various properties under the direction, control and supervision of the City's director of parks and recreation department pursuant to the authority granted by City council and the City Code of Ordinances.

MUTCD means Manual of Uniform Traffic Control Devices.

Network node means equipment at a fixed location that enables wireless communications between user equipment and a communications network. The term: (A) includes: (i) equipment associated with wireless communications; (ii) a radio transceiver, an antenna, a battery-only backup power supply, and comparable equipment, regardless of technological configuration; and (iii) coaxial or fiber-optic cable that is immediately adjacent to and directly associated with a particular collocation; and (B) does not include: (i) an electric generator; (ii) a pole; or (iii) a macro tower.

Network provider means: (A) a wireless service provider; or (B) a person that does not provide wireless services and that is not an electric utility but builds or installs on behalf of a wireless service provider: (i) network nodes; or (ii) node support poles or any other structure that supports or is capable of supporting a network node.

Node support pole means a pole as defined by Chapter 284 of the Texas Local Government Code.

Park has the same meaning as "municipal park."

Permit means a document issued by the City authorizing installation, removal, modification and other work for equipment or facilities in accordance with the approved plans and specifications.

Person means any individual, corporation, business, trust, estate, trust, trust, partnership, association of two (2) or more persons having a joint common interest, governmental agency, or other legal entity, including the City.

Pole means a service pole, municipally owned pole, node support pole, or other utility pole, and

shall include network node support pole.

Provider has the same meaning as "network provider."

PROWAG means public right-of-way accessibility guidelines.

Public Right-Of-Way Management Ordinance means chapter 16.5 of the City of Jacksonville Code of Ordinances and includes all other Jacksonville ordinances that comply with Chapter 284 of the Local Government Code.

Right-of-way, public way or public right-of-way or public rights-of-way or rights-of-way or right-of-way means the surface of, and the space above and below a public street, road, highway, freeway, land, path, public way or place, alley, court, boulevard, parkway, drive, or other easement now or hereafter held by the City (including any street, as defined, which is acquired by eminent domain) for the purpose of public travel and shall include other easements or rights-of-way now or hereafter held by the City (including any easements or rights-of-way acquired by eminent domain) which shall, with their proper use and meaning, entitle the City or utility provider, with proper authorization, to use thereof for the purpose of installing or transmitting utilities over poles, wires, cable, conductors, ducts, conduits, viaducts, manholes, amplifiers, appliances, attachments, and other property as may ordinarily be necessary.

The term does not include a private easement or the airwaves above a public right-of-way with regard to wireless telecommunications.

Service pole means a pole, other than a municipally owned utility pole, owned or operated by a municipality and located in a public right-of-way, including: (A) a pole that supports traffic control functions; (B) a structure for signage; (C) a pole that supports lighting, other than a decorative pole; and (D) a pole or similar structure owned or operated by a municipality and supporting only network nodes.

Small cell shall be included as a type of network node and have the same meaning as "network node."

State means the State of Texas.

Street means only the portion of the right-of-way with a specially prepared surface used for vehicular travel, which surface may be concrete, blacktop or other material commonly used to prepare a surface for vehicular travel, and is limited to the area between the inside of the curb (when there is a curb) to the inside of the opposite curb, and does not include the curb area or the area between the two (2) parallel edges of the surface used for vehicular travel where there is no curb. A street is part of, but less than, or smaller in width than, the size or width of the right-of-way. Right-of-way includes the sidewalks and utility easements, and the street does not include a sidewalk or utility easement. A street does not include the curb, sidewalk, or ditch, if any or present either at time of permitting or if added later.

SWPPP shall mean Storm Water Pollution Prevention Plan.

TAS means Texas Accessibility Standards.

Thoroughfare shall have the same meaning as "street."

Traffic signal means any device, whether manually, electrically, or mechanically operated by which traffic is alternately directed to stop and to proceed.

Transport facility means each transmission path physically within right-of-way, extending with a physical line from a network node directly to the network, for the purpose of providing backhaul for network nodes.

U.S.C. means United States Code.

Underground district or underground requirement area or underground area means an area where poles, overhead wires, and associated overhead or above ground structures have been removed and buried or have been approved for burial underground pursuant to municipal ordinances, zoning regulations, state law, private deed restrictions, or other public or private restrictions, that prohibit installing aboveground structures in a public right-of-way.

User means a person or organization that owns, places or uses facilities occupying the whole or a part of a public street or right-of-way, depending on the context.

Utility pole means a pole that provides: (A) electric distribution with a voltage rating of not more than 34.5 kilovolts; or (B) services of a telecommunications provider, as defined by section 51.002 of the Utilities Code.

Voice service means voice communications services provided through wireline facilities located at least in part in the public right-of-way, without regard to the delivery technology, including Internet protocol technology. The term does not include voice service provided by a commercial mobile service provider as defined by 47 U.S.C. Section 332(d).

Wireless service means any service, using licensed or unlicensed wireless spectrum, including the use of wi-fi, whether at a fixed location or mobile, provided to the public using a network node.

Wireless service provider means a person that provides wireless service to the public.

Wireless facilities mean "micro network nodes," "network nodes," and "node support poles" as defined in Texas Local Government Code chapter 284.

§ 16.5-5. Unauthorized use of public rights-of-way.

The City may institute all appropriate legal action to prohibit any person from knowingly using the public rights-of-way unless the person has complied with the terms of this article.

This chapter shall not be construed as imposing upon the City or any official or employee any liability or responsibility for damages to any person injured by the performance of any work for which a permit is issued hereunder, nor shall the City or any official or employee thereof be deemed to have assumed any such liability or responsibility by reason of inspections authorized hereunder, the issuance of any permit or the approval of any work.

§ 16.5-6. (Reserved)

ARTICLE II RIGHT-OF-WAY MANAGEMENT

§ 16.5-7. Right-of-way construction.

No person shall commence or continue with the construction, installation, or operation of facilities within the right-of-way in the City except as provided by the ordinances of the City and the directives of the City manager. All construction activity in the City right-of-way shall be in accordance with this chapter.

§ 16.5-8. Authorization; registration; compensation and fees.

(a) Registration.

- (1) In order to protect public health, safety and welfare, all users of the right-of-way will register with the City of Jacksonville.
- (2) Registration and permits will be issued in the name of the person who will own the facilities.
- (3) Registration and permits are not authorizations to install facilities in the rights-of-way, such authorization must be through municipal franchise or license or municipal agreement, except when otherwise required by state law.
- (4) Registration must be renewed every five (5) years. For utilities with a current franchise or license, the franchise or license will be evidence of renewal. If a registration is not renewed and subject to sixty-day notification to the owner, the facilities of the user will be deemed to have been abandoned.
- (5) When any information provided for the registration changes, the user will inform the City of Jacksonville of the change no more than thirty (30) days after the date the change is made.
- (6) Registration shall include:
 - a. The name of the user of the right-of-way.
 - b. The name, address and telephone number of people who will be contact person(s) for the user.
 - c. The name, address and telephone number of any contractor or subcontractor, if known, who will be working in the right-of-way on behalf of the user.
 - d. The name(s) and telephone number of an emergency contact who shall be available twenty-four (24) hours a day and said emergency contact shall be employed by and have binding and decision-making authority for the owner of the facilities.
 - e. Insurance.
 1. Prior to construction in the right-of-way, an applicant must provide, and users.

must maintain, acceptable proof of liability insurance in the total amount of six million dollars (\$6,000,000.00); one million dollars (\$1,000,000.00) primary plus five million dollars (\$5,000,000.00) umbrella if requested by the owner of the facilities, or other provisions as acceptable to the director of financial services or designee. The City reserves the right to review the insurance requirements and to reasonably adjust insurance coverage and limits when the City Manager determines that changes in statutory law, court decisions, or the claims history of the industry or the applicant or user require adjustment of the coverage.

2. The coverage must be on an "occurrence" basis and must include coverage for personal injury, contractual liability, premises liability, medical damages, underground, explosion and collapse hazards.
3. Each policy must include a cancellation provision in which the insurance company is required to notify the City in writing not fewer than thirty (30) days before canceling, failing to renew, or reducing policy limits.
4. The applicant shall file the required original certificate of insurance prior to any commencement of work. The certificate shall state the policy number; name of the insurance company; name and address of the agent or authorized representative of the insurance company; name, address and telephone number of insured; policy expiration date; and specific coverage amounts. The City may accept a certificate of insurance, or the City may require another form of legally binding proof of insurance.
5. An insurer has no right of recovery against the City. The required insurance policies shall protect the person and the City. The insurance shall be primary coverage for losses covered by the policies.
6. The policy clause "other insurance" shall not apply to the City if the City is insured under the policy.

f. Bonds.

1. Applicant or Applicant's contractor, at City's option, shall file an annual surety bond which will be valid each year construction will occur through one (1) full year after the completion of the construction from a surety company authorized to do business in the State of Texas in the amount of the estimated amount of the cost to restore the right-of-way for the work anticipated to be done in that year, in the event the applicant leaves a job site in the right-of-way unfinished, incomplete or unsafe or other provisions as acceptable to the director of financial services or designee.
2. The above requirements may be met by utilities with a current franchise or license if their current franchise or license adequately provides for insurance or bonds or provides an indemnity in favor of the City.

g. Indemnity.

1. to the extent allowed by state law, each person placing facilities in the public rights-of-way shall agree to promptly defend, indemnify and hold the City harmless from and against all damages, costs, losses or expenses (i) for the repair, replacement, or restoration of City's property, equipment, materials, structures and facilities which are damaged, destroyed or found to be defective as a result of the person's acts or omissions, (ii) from and against any and all claims, demands, suits, causes of action, and judgments for (a) damage to or loss of the property of any person (including, but not limited to the person, its agents, officers, employees and subcontractors, City's agents, officers and employees, and third parties); and/or (b) death, bodily injury, illness, disease, loss of services, or loss of income or wages to any person (including, but not limited to the agents, officers and employees of the person, person's subcontractors and City, and third parties), arising out of, incident to, concerning or resulting from the negligent or willful act or omissions of the person, its agents, employees, and/or subcontractors, in the performance of activities pursuant to this article.
 2. This indemnity provision shall not apply to any liability resulting from the negligence of the City, its officers, employees, agents, contractors, or subcontractors.
 3. The provisions of this indemnity are solely for the benefit of the City and are not intended to create or grant any rights, contractual or otherwise, to any other person or entity.
- (7) The above requirements may be met by utilities with a current franchise or license if their current franchise or license adequately provides for insurance or bonds or provides an indemnity in favor of the City.
- (8) Failure to maintain registration requirements. In addition to all other legal penalties, including criminal penalties, failure to register or to maintain and update registration information may result in denial of a permit application or removal of facilities.

(b) Authorization.

- (1) Municipal authorization or agreement shall be required, except when clearly preempted by state law. Nothing in this ordinance shall be considered to grant authorization to any user. When any state law authorizing right-of-way use is struck down, pre-empted, declared to be invalid or void, in whole or in part, the user relying upon said law for authorization shall seek separate authorization or shall cease using the right-of-way.
- (2) When municipal authorization or agreement is required, permits for construction work may not be submitted until said authorization or agreement is obtained.
- (3) Municipal authorization does not extend to the use of any property or facilities other than the right-of-way.
- (4) Municipal authorization does not address or allow the use of third-party facilities in the right-of-way.

- (5) This chapter does not constitute or create authority to place, reconstruct, or alter facilities in, on, or over the public rights-of-way, and said authority must be obtained by separate instrument in accordance with this section or by operation of other laws.

(c) Compensation and fees.

- (1) Municipal right-of-way use shall be compensated as required by the state constitution, state law, franchise, license or other agreement.
- (2) The City may structure due dates on payments in such a manner so as to be administratively efficient.
- (3) Application fees, as allowed by state law, for work or installations in the right-of-way shall be the fees set by the City council. Such fees may be set by ordinance, resolution, in the budget or by any other lawful means. Additionally, as compensation for a Network Provider's use and occupancy of the City rights-of-way the City Council may set an application fee and rental rates on Network Nodes, Network Support Poles, transfer facilities, Micro Network Nodes, Collocation of Network Nodes on Service Poles and use of Municipally Owned Utility Poles by ordinance, resolution or other legal means.

Failure to pay application fees, or failure of any payment to properly process shall result in the denial or withdrawal of a permit.

§ 16.5-9. Construction in the right-of-way.

- (a) No person shall perform any construction or installation of facilities in the right-of-way without first obtaining a construction permit, except as provided herein. The permit will be in the name of the person who will own the facilities to be constructed. The permit must be completed and signed by a representative of the owner of the facilities to be constructed.
 - (1) Emergency responses related to existing facilities may be undertaken without first obtaining a permit; however the City should be notified in writing within two (2) business days of any construction related to an emergency response; including a reasonably detailed description of the work performed in the right-of-way and an updated map of any facilities that were relocated, if applicable.
 - (2) The phrase "construction or installation of facilities" does not include the installation of facilities necessary to initiate service to a customer's property, or repair or maintenance of existing facilities unless such repair or maintenance requires the breaking of pavement; the closure of a nonresidential traffic lane; excavation or boring.
- (b) The permit shall state to whom it is issued, location of work, location of facilities, dates and times work is to take place and any other conditions set out by the City manager or designee.
- (c) The person requesting a permit will provide the City manager or designee with documentation in the format specified by the City manager describing:
 - (1) The proposed, approximate location and route of all facilities to be constructed or installed and the applicant's plan for right-of-way construction should be shown on a set of scaled dimensioned construction plans, plan/profile sheet, a street view and an aerial map. Said plans should indicate the current right-of-way lines and any existing City facilities. Said plans shall show any proposed underground conduit, type of casing pipe

required, if applicable, overhead lines, network nodes, ancillary equipment, or any other

facilities to be installed. The drawings shall show a cross-sectional profile, identify all existing utilities and any existing or potential utility conflicts.

- (2) For installation of any proposed pole applicant shall provide sectional detail showing depth of anchor, scaled dimensional drawings of the proposed pole, as well as any other proposed equipment associated with the proposed installation, and shall indicate spacing from existing curb, driveways, sidewalk, light poles, and any other poles or appurtenances.
- (3) All applications shall include a before and after street view image. The afterimage needs to include any proposed poles and all proposed attachments, and any associated or ancillary equipment, whether attached or standalone.
- (4) If the project is within the state right-of-way, the applicant must provide evidence of a permit or permission from the state.
- (5) If a City pole or poles or light structure or structures will be used or will be in the area of the proposed construction, the pole or poles or light structure or structures will be identified. No electric meter shall be mounted on a City pole or light structure.
- (6) Provider / applicant shall use two hundred and forty (240) voltage when connecting to any City infrastructure and provide key to meter upon installation.
- (7) All plans shall reflect that no facilities to be installed will obstruct an existing or planned sidewalk, walkway, bicycle lane or lane of vehicular traffic.
- (8) Engineering plans which will be on a scale of one (1) inch equals fifty (50) feet unless otherwise approved by the City manager.
- (9) Detail of the location of all right-of-way and utility easements which applicant plans to use.
- (10) Detail of all existing City utilities in relationship to applicant's proposed route.
- (11) Detail of what applicant proposes to install, such as network nodes, poles, pipes, size, number of innerducts, valves, or other facilities.
- (12) Detail of plans to remove and replace asphalt or concrete in streets (include City of Jacksonville standard construction details).
- (13) Drawings of any bores, trenches, handholes, manholes, switch gear, transformers, pedestals, network nodes, micro-network nodes, or other facilities, including depth located in public right-of-way.
- (14) Handhole and/or manhole typical of type of manholes and/or handholes applicant plans to use or access.
- (15) Complete legend of drawings submitted by applicant.
- (16) Five (5) sets of engineering plans must be submitted with permit application.
- (17) The name, address and phone numbers of the contractor or subcontractor who will

perform the actual construction, including the name and telephone number of an individual with the contractor who will be available at all times during construction. Such information shall be required prior to the commencement of any work.

- (18) The construction and installation methods to be employed for the protection of existing structures, fixtures, and facilities within or adjacent to the right-of-way, and the dates and times work will occur, all of which (methods, dates, times, and other applicable information) are subject to approval of the City Manager or designee.
 - (19) A statement that the requirements of subsection 16.5-8 "Registration" are met.
 - (20) A traffic control plan approved by the City manager, which shall specify the traffic control measures to be provided, SWPPP, and trench safety plan may also be required based on the proposed scope of work. An approved traffic control plan shall be required any time work will require traffic lane closures or sidewalk closures, regardless of whether a permit is required.
 - (21) No projecting attachments shall be less than eight (8) feet above the ground, if not projecting toward the street. If an attachment is projecting toward the street, the attachment shall be installed no less than sixteen (16) feet above the ground.
 - (22) Any proposed work that involves the installation of facilities that will utilize radio frequencies shall not cause any interference with City public safety radio system, traffic signal light system or other City communications systems or components, regardless of whether or not a permit is required. The right-of-way user shall provide evidence in a form acceptable to the City that the proposed installation will be compatible with said City systems and will not cause any interference with the City public safety radio system, traffic signal light system or other City communications systems or components. No installation shall be allowed to be installed or to remain in the right-of-way that causes any such interference.
 - (23) The plans shall demonstrate that all federal and state laws and City ordinances will be obeyed, and that all sections of this chapter, including article III "Design Manual" will be complied with as applicable. Construction in right-of-way adjacent to a school shall be required to follow all state law requirements, including the requirements in the Educational Code regarding work on school grounds, including but not limited to chapters 21 and 22, as applicable.
- (d) All construction and installation in the right-of-way shall be in accordance with the permit for the facilities. The City manager or designee shall be provided access to the work and to such further information as he or she may reasonable require to ensure compliance with the permit.
 - (e) A copy of the construction permit and approved engineering plans shall be maintained at the construction site and made available for inspection by the City manager or designee at all times when construction or installation work is occurring.
 - (f) All construction or installation work authorized by permit must be completed in the time specified in the construction permit. If the work cannot be completed in the specified time periods, the permittee may request an extension from the City manager or designee. The City

manager or designee will use best efforts to approve or disapprove a request for permit as soon as possible.

- (g) A copy of any permit or approval issued by federal or state authorities for work in federal or state right-of-way located in the City of Jacksonville, if requested by the City manager and a copy of written permission for work in railroad right-of-way from the applicable railroad if requested by the City manager;
- (h) A request for a permit must be submitted at least ten (10) working days before the proposed commencement of work in the request, unless waived by the City manager or designee.
- (i) Requests for permits will be approved or disapproved by the City manager or designee within a reasonable time or receiving all the necessary information. The City manager or designee will use best efforts to approve or disapprove a request for permit as soon as possible.
- (j) The City manager or the applicant can request a pre-construction meeting with the permittee and their construction contractor.
- (k) Permit applications are required for construction on new, replacement or upgrading of the company's facilities in the right-of-way either aerial or underground.
- (l) The failure of a person to request and obtain a permit from the City prior to performing any of the above listed activities in, or over any right-of-way, except in an emergency, will subject the person to a stop-work order from the City and enforcement action pursuant to the City's Code of Ordinances.
- (m) If the person receiving the permit fails to act upon the permit within one hundred eighty (180) calendar days of issuance, the permit shall become invalid, and the person will be required to obtain another permit.
- (n) If State or Federal law provides that a permit is not required for certain work to be done, then a person proposing to do such work shall be required to provide notice two (2) working days prior to performing such work. The following requirements must be met, even if no permit is required pursuant to State or Federal law:

§ 16.5-10. Construction and maintenance standards.

- (a) The following shall be required when facilities are constructed in the right-of-way, regardless of whether a permit is required, and, to the extent applicable, for as long as the facilities remain in the right-of-way.
 - (1) The City must be notified twenty-four (24) hours in advance that construction is ready to proceed by the right-of-way user, their contractor or representative. The right-of-way user or contractor must previously called for any needed locations for right-of-way facilities. At the time of notification, the right-of-way user will inform the City manager of the number (or other information) assigned from the one-call system. The provider must have previously contracted the City and obtained all needed locational information for City utilities.

- (2) All construction shall be in conformance with all City codes and applicable local, state and federal laws and must be done in a good and workmanlike manner and in accordance with all applicable sections of this chapter.
- (3) Three by three (3 × 3) feet information signs stating the identity of the person doing the work, telephone number and permittee's identity and telephone number shall be placed at the location where construction is to occur forty-eight (48) hours prior to the beginning of work in the right-of-way and shall continue to be posted at the location during the entire time the work is occurring. An informational sign will be posted on public right-of-way one hundred (100) feet before the construction location commences and each one hundred (100) feet thereafter, unless other posting arrangements are approved or required by the City manager.
- (4) Erosion control measures (e.g. silt fence) and advance warning signs, markers, cones and barricades must be in place before work begins.
- (5) Lane closures on major thoroughfares will be limited after 8:30 a.m. and before 4:00 p.m. unless the City manager grants prior approval. Arrow boards will be required on lane closures, with all barricades, advanced warning signs and thirty-six (36) inch reflector cones placed according to the specifications of the City manager and must be in accordance with the filed lane closure plan approved by the City manager.
- (6) Permittees are responsible for the workmanship and any damages by a contractors or subcontractors. A responsible representative of the permittee will be available to City staff at all times during construction.
- (7) Permittee shall be responsible for storm water management erosion control that complies with City, state and federal guidelines. Requirements shall include, but not be limited to, silt fencing around any excavation that will be left overnight, silt fencing in erosion areas until reasonable vegetation is established, barricade fencing around open holes, and high erosion areas will require wire backed silt fencing. Upon request permittee may be required to furnish documentation submitted or received from federal or state government.
- (8) Permittee or contractor or subcontractor will notify the City manager immediately of any damage to other utilities, either City or privately owned.
- (9) It is the City's policy not to cut streets or sidewalks; however, when a street or sidewalk cut is required, prior approval must be obtained by the City manager and all requirements of the City manager shall be followed. Repair of all street and sidewalk removals must be made promptly to avoid safety hazards to vehicle and pedestrian traffic.
- (10) Installation of facilities must not interfere with City utilities, in particular gravity dependent facilities.
- (11) New facilities must be installed to a depth approved by the City manager.
- (12) All directional boring shall have locator place bore marks and depths while bore is in progress. The boring method and bore pit locations shall be identified. Locator shall place mark at each stem with paint dot and depth at least every other stem.

- (13) The working hours in the rights-of-way are 9:00 a.m. to 4:00 p.m., Monday through Friday. Work that needs to be performed after 4:00 p.m. Monday through Friday must be approved in advance. Any work performed on Saturday must be approved twenty-four (24) hours in advance by the City manager. Directional boring is permitted only Monday through Friday 9:00 a.m. to 4:00 p.m., unless other hours are approved in advance. No work will be done on Sundays or City holidays, except for emergencies.
- (14) People working in the right-of-way are responsible for obtaining line locates from all affected utilities or others with facilities in the right-of-way prior to any excavation. Use of the Geographic Information System or the plans of records does not satisfy this requirement.
- (15) Permittee will be responsible for verifying the location, both horizontal and vertical, of all facilities. When required by the City manager, permittee shall verify locations by pot holing, hand digging or other method approved by the City manager prior to any excavation or boring with the exception of work involving lane closures, as discussed above.
- (16) Placement of all manholes and/or hand holes must be approved in advance by City manager. Handholes or manholes will not be located in sidewalks, unless approved by the City manager.
- (17) Locate flags shall not be removed from a location while facilities are being constructed.
- (18) Construction which requires pumping of water or mud shall be contained in accordance with City of Jacksonville ordinances and federal and state law and the directives of the City manager.
- (19) All facilities installed in the right-of-way shall be in earth tone colors or in colors that blend with the surroundings, or if on a service pole or municipally owned pole shall match the color and finish of the pole, or must be approved by the City.
- (20) All facilities installed in the right-of-way shall be capable of being identified through a GIS shape file or other means as acceptable to the City manager or designee. Said identification shall be provided at the time of application and shall be visible on the facilities when installed.
- (21) Above ground wires shall be located on only one (1) side of the right-of-way.
- (22) The right-of-way user or contractor must obtain any needed permits for electrical work and provide sealed engineered drawings for conduit size, circuit size, calculations for amperage, or any other required information. Provider shall be responsible for obtaining any required electrical power service to any installation. Any such electrical supply must be separately metered and must match City infrastructure voltage.
- (23) Right-of-way users shall complete construction as expeditiously as possible and lane closures or work that inconveniences the traveling public shall be minimized. Lane closures shall not last longer than four (4) hours, unless a different period of time is shown on the permit.

- (24) Right-of-way work shall be completed in the amount of time shown on the permit; but if no completion time is shown on the permit the work shall be complete in not more than one (1) year.
 - (25) All right-of-way work and facilities installed shall be done in a good workman like manner; shall meet all applicable codes; shall be maintained and kept in good repair and shall be aesthetically pleasing.
 - (26) All efforts shall be made to avoid or minimize negative visual impact to the surrounding area and to enhance the safety requirement for vehicles and pedestrians, particularly in areas where small children or other vulnerable members of the population may be located.
 - (27) Installations which require ancillary ground equipment with a footprint of twenty-five (25) square feet or more shall be spaced at least three hundred (300) feet apart.
 - (28) The name, address and phone numbers of the contractor or subcontractor who will perform the actual construction, including the name and telephone number of an individual with the contractor who will be available at all times during construction. Such information shall be required prior to the commencement of any work.
 - (29) A statement that the requirements of subsection 16.5-8 "Registration" are met.
 - (30) A traffic control plan, which shall specify the traffic control measures to be provided, SWPPP, and trench safety plan may also be required based on the proposed scope of work. An approved traffic control plan shall be required any time work will require traffic lane closures or sidewalk closures, regardless of whether a permit is required.
 - (31) A traffic control plan approved by the City manager, which shall specify the traffic control measures to be provided, SWPPP, and trench safety plan may also be required based on the proposed scope of work. An approved traffic control plan shall be required any time work will require traffic lane closures or sidewalk closures, regardless of whether a permit is required.
 - (32) Any proposed work that involves the installation of facilities that will utilize radio frequencies shall not cause any interference with City public safety radio system, traffic signal light system or other City communications systems or components, regardless of whether or not a permit is required. The right-of-way user shall provide evidence in a form acceptable to the City that the proposed installation will be compatible with said City systems and will not cause any interference with the City public safety radio system, traffic signal light system or other City communications systems or components. No installation shall be allowed to be installed or to remain in the right-of-way that causes any such interference.
- (b) To the extent applicable, the above requirements shall continue during the entire time that the installed facilities remain in the Right-of-Way.

§ 16.5-11. Plans of record.

- (a) Right-of-way users will provide the City manager or designee with plans of record within ninety (90) days of completion of facilities in the right-of-way. Users which have facilities in the right-of-way existing as of the date of this ordinance who have not provided plans of record shall provide one (1) quarter of the information concerning facilities in City right-of-way within one (1) year after the passage of the ordinance and one (1) quarter each six (6) months thereafter. The plans shall be provided to the City with as much detail and accuracy as required by the City manager. All the requirements specified for the plans submitted for the initial permit, as set forth in section 16.5.9, shall be submitted and updated in the plans of record. The detail and accuracy will concern issues such as location, size of facilities, materials used, and any other health, safety and welfare concerns. The detail will not include matters such as capacity of lines, customers, or competitively sensitive details. Submittal of "plans of record" shall be in digital format.
- (b) This requirement, or portions of this requirement, may be waived by the director of information services and the City manager for good cause.
- (c) If the release of the location of any utilities, including water and sewer, or of plans of record submitted under this section would jeopardize public safety, the information shall be considered confidential. In addition, if plans of record submitted under this section include information expressly designated by the right-of-way user as a trade secret or other confidential information protected from disclosure by state law, the director may not disclose that information to the public without the consent of the right-of-way user, unless otherwise compelled by an opinion of the attorney general pursuant to the Texas Public Information Act, as amended, or by a court having jurisdiction of the matter pursuant to applicable law. This subsection may not be construed to authorize a right-of-way user to designate all matters in its plans of record as confidential or as trade secrets.
- (d) Network provider shall maintain accurate maps and other appropriate records of its network node facilities, node support poles and related ground equipment as they are actually constructed in the rights-of-way, including, upon request, the use of Auto CAD/GIS digital format. Network Provider will provide additional maps to the City upon request.

§ 16.5-12. Conformance with public improvements.

Whenever by reasons of widening or straightening of streets, water or sewer line projects, or any other public works or City projects, (e.g. install or improve storm drains, water lines, sewer lines, or any other public works or City project.) it shall be deemed necessary by the governing body of the City to remove, alter, change, adapt, or conform the underground or overhead facilities of a right-of-way user to another part of the right-of-way, such alterations shall be made by the owner of the facilities at their expense (unless provided otherwise by state law or a franchise in effect on August 26, 1999, until that franchise expires or is otherwise terminated or is amended or the tariff is changed) within the time limits set by the City manager working in conjunction with the owner of the facilities, or if no time frame can be agreed upon, within ninety (90) days from the day the notice was sent to make the alterations, unless a different schedule has been approved by the City manager or designee. Facilities not moved after ninety (90) days or the time set forth in the notice shall be deemed abandoned and may be removed in accordance with section 16.5-18 "Abandoned Facilities."

§ 16.5-13. Improperly installed facilities.

- (a) Any person doing work in the City right-of-way shall properly install, repair, upgrade and maintain facilities.
- (b) Facilities shall be considered to be improperly installed, repaired, upgraded or maintained if:
 - (1) The installation, repairs, upgrade or maintenance endangers people;
 - (2) The facilities do not meet the applicable City codes;
 - (3) The facilities are not capable of being located using standard practices;
 - (4) Underground facilities that are installed less than twenty-four (24) inches in depth;
 - (5) Facilities or construction in regard to placement of said facilities that remains incomplete or hazardous after construction work is finished or time for completion has passed, including but not limited to holes in paved areas or ground, handholes or manholes that are improperly sealed, and broken equipment or any other incomplete or hazardous condition.
 - (6) The facilities are not located in the proper place at the time of construction in accordance with the directions provided by the City Manager.
- (c) Facilities will be considered improperly installed if said facilities cause any interference with City public safety radio system, traffic signal light system, City traffic observation video cameras or other communications components.

§ 16.5-14. Restoration of property.

- (a) Users of the right-of-way shall restore property affected by construction of facilities to a condition that is equal to or better than the condition of the property prior to the performance of the work. Restoration must be approved by the City manager.
- (b) Restoration must be to the reasonable satisfaction of the City manager and the property owner. The restoration shall include, but not be limited to:
 - (1) Replacing all ground cover with the type of ground cover damaged during work or better either by sodding or seeding, as directed by the City manager;
 - (2) Installation of all manholes and handholes, as required;
 - (3) Backfilling all bore pits, potholes, trenches or any other holes shall be filled in daily, unless other safety requirements are approved by the City manager;
 - (4) Leveling of all trenches and backhoe lines;
 - (5) Restoration of excavation site to City specifications; and

- (6) Restoration of all landscaping, ground cover, and sprinkler systems.
- (c) All locate flags shall be removed during the clean-up progress by the permittee or contractor at the completion of the work.
- (d) Restoration must be made in a timely manner as specified by approved City schedules and to the satisfaction of City manager or designee. If restoration is not satisfactory and performed in a timely manner all work in progress, except that related to the problem, including all work previously permitted but not complete may be halted and a hold may be placed on any permits not approved until all restoration is complete.
- (e) If a person fails to restore property as set out in this section, the City shall give five (5) days written notice to the person at the address shown on the permit. If the person does not initiate repairs during the five (5) day period, or fails to complete the repairs within thirty (30) days thereafter the City may elect to repair such portion of the right-of-way as may have been disturbed by the person, its contractors, or agents at the cost of the person performing the right-of-way work. These time periods may be shorten or waived in cases of a threat to public health, safety or welfare. Upon receipt of an invoice from the City, the person will reimburse the City for the costs so incurred no later than thirty (30) calendar days from the date of the City invoice.
- (f) Should the City reasonably determine, within two (2) years from the date of the completion of the repair work, that any of the said restoration work failed to meet the existing standards of the City, the person shall perform such additional restoration work to the satisfaction of the City, subject to all City remedies.
- (g) Notwithstanding any of the above sections, if the City determines that the failure of the person to properly repair or restore the right-of-way constitutes a threat to the public health, safety or welfare, the City may undertake emergency repairs and restoration efforts. The City may attempt to provide emergency notice to the person responsible but is not obligated to do so. The right-of-way user shall promptly reimburse the City for all costs incurred by the City within thirty (30) calendar days from the date of the City invoice.

§ 16.5-15. Revocation or denial of permit.

If any of the provisions of this article are not followed, a permit may be revoked by the City manager or designee. If a person has not followed the terms and conditions of this article in work done pursuant to a prior permit, new permits may be denied or additional terms required.

If a permit is denied upon initial submission for incompleteness or for an issue which is capable of correction, the applicant may complete or correct the application and resubmit the application. Applications not resubmitted within thirty-one (31) calendar days shall be considered withdrawn.

§ 16.5-16. Appeal from denial or revocation of permit.

An applicant may appeal from denial or revocation of permit to the City manager. Appeal shall be filed with the City secretary within five (5) calendar days from the date of the decision being

appealed.

A denial or revocation will be upheld unless a person can show that there is an error and that the person was following all of the requirements of this article and all right-of-way engineering requirements.

§ 16.5-17. Inspections.

The City may perform inspections of any right-of-way work, including installations, maintenance, modifications or any other right-of-way work, whether such work is subject to permit requirements or allowed to be done without a permit. The City may perform visual inspections of any right-of-way work located in the right-of-way as the City deems appropriate without notice. If the inspection requires physical contact with right-of-way work, the City may provide the right-of-way user with notice prior to said inspection. Right-of-way user may have a representative present during such inspection. In the event of an emergency situation, the City may, but is not required to, notify the right-of-way user prior to the inspection. The City may take any needed action to remediate an emergency. The City shall notify the right-of-way user as soon as practical after said remediation.

§ 16.5-18. Abandoned facilities.

- (a) Duty to Remove. A person that has placed facilities in the right-of-way shall remove said facilities and related equipment when such facilities are abandoned regardless of whether or not it receives notice from the City. If in the judgment of the City, removal of underground facilities would cause damage, this requirement may be waived.
- (b) Time for Removal.
 - (1) The City may notify the person that said facilities must be removed immediately when necessary to ensure public health, safety, and welfare.
 - (2) If immediate removal is not required, the removal must be completed within the time set forth in the written notice to remove from the City and if no time is set out, then within ninety (90) days for the facilities and related equipment being abandoned.
 - (3) If the facilities are not removed after the ninety (90) day notice to remove, the City may remove the facilities thirty (30) days after notice of a final finding of abandonment.
 - (4) When a person removes, or abandons permanent structures in the right-of-way, the person shall notify the City manager in writing of such removal or abandonment and shall file with the City manager the location and description of each facility and ground equipment removed or abandoned.
 - (5) The City manager may require the person to complete additional remedial measures necessary for public safety and the integrity of the right-of-way.
- (c) Deemed abandoned. Facilities may be deemed abandoned as set out in this chapter. Additionally, facilities may be deemed abandoned if:

- (1) A person does not relocate facilities as set out in 16.5-12 "Conformance with Public Improvements."
- (2) A person does not correct or abate improperly installed facilities as set out in 16.5-13 "Improperly Installed Facilities."
- (3) A person fails to maintain the registration requirements set forth in Section 16.5-8 "Registration."
- (4) A person utilizing the right-of-way cannot be found or contacted.
- (5) A person utilizing the right-of-way fails to pay the required compensation.
- (6) A person utilizing the right-of-way fails to comply with the requirements of this chapter after being given due notice of any deficiencies. The notice requirement shall only apply to persons who have maintained the required registration as set out in 16.5-8 "Registration" and are capable of being contacted.

§ 16.5-19. Underground installation preferred.

- (a) The underground placement of facilities is encouraged.
- (b) Facilities shall be installed underground where existing utilities are already underground.
- (c) Underground conduits and ducts shall be installed in the public rights-of-way between the adjacent property line and curb line unless otherwise directed by the City.
- (d) Conduits and ducts shall be installed parallel with the curb line and cross the public rights-of-way perpendicular to the public rights-of-way centerline unless otherwise directed by the City.
- (e) Ducts and conduits shall be installed by trenchless excavation or directional boring whenever commercially economical and practical. Trenchless excavation shall be used to place facilities under paved public rights-of-way centerline unless otherwise directed by the City.

§ 16.5-20. As built maps and records.

User shall maintain accurate maps and other appropriate records of its facilities and equipment as they are actually constructed in the rights-of-way, including, upon request, the use of Auto CAD/ GIS digital format. User will provide additional maps to the City upon request.

§ 16.5-21. Courtesy and proper performance.

User shall make citizen satisfaction a priority in using the right-of-way. User shall train its employees to be customer service-oriented and to positively and politely interact with citizens when dealing with issues pertaining to its facilities and related ground equipment in the right-of-way. User's employees shall be clean, courteous, efficient, and neat in appearance and committed to offering the highest quality of interaction with the public. If, in the opinion of the City manager

or designee, user is not interacting in a positive and polite manner with citizens, the City manager may request User to take all remedial steps to conform to these standards.

§ 16.5-22. Drug policy.

It is the policy of the City to achieve a drug-free workforce and workplace. The manufacture, distribution, dispensation, possession, sale, or use of illegal drugs or alcohol by User's employees, contractors, subcontractors, sub-Network Provider's, or vendors while on City premises is prohibited.

§ 16.5-23. Tree maintenance.

User, its contractors, and agents shall provide written notice to the City manager before trimming trees hanging in the right-of-way. The City shall not be liable for any damages, injuries, or claims arising from network provider's actions under this section.

§ 16.5-24. Signage.

User shall post and maintain legible identification showing its name, location identifying information, and emergency telephone number in an area on a cabinet of a facility that is visible to the public. Signage required under this section shall not exceed 4" x 6", unless otherwise required by law (e.g. RF ground notification signs) or the City manager.

Except as required by laws or by the utility pole owner, user shall not post any other signage or advertising on the facilities or equipment.

§ 16.5-25. Graffiti abatement.

As soon as practical, but not later than fourteen (14) calendar days from the date user receives notice thereof, user shall remove all graffiti on any of its facilities and related ground equipment located in the right of way. The foregoing shall not relieve the user from complying with any City graffiti or visual blight ordinance or regulation.

§ 16.5-26. Alternate means or method; waiver.

- (a) A person may file a request with the City manager to use alternate means or methods in right-of-way construction or maintenance. In determining whether any requirement under this section may be waived or if an alternate method or means may be used, the City manager may consider all reasonable factors, including but not limited to:
 - (1) whether the requirement or the alternate means or method or waiving the requirement would subject the person or persons or public to an unreasonable increase in risk;
 - (2) whether the requirement or the alternate means or method or waiving the requirement

would subject the person or persons or public to an unreasonable increase of service interruption'

- (3) whether the requirement or the alternate means or method or waiving the requirement would subject the person or persons or public to an unreasonable increase in potential for liability for accidents;
 - (4) whether the requirement or the alternate means or method or waiving the requirement would subject the person or persons or public to an unreasonable delay in construction;
 - (5) whether the requirement or the alternate means or method or waiving the requirement would subject the person or persons or public to an unreasonable delay in availability of services; or
 - (6) to any other unreasonable technical or economic burden.
- (b) There shall be no right to receive permission to use an alternative means or method and denial by the City manager shall be final.

§ 16.5-27. Orderly use of the right-of-way by multiple users.

- (a) In the exercise of governmental functions, the City has first priority over all other uses of the rights-of-way. Traffic uses shall be considered as the primary use and the City reserves the right to lay sewer, water, gas and other pipe lines or cables and or cables and conduits, and to do underground and overhead work, including attachments, restructuring or changes in aerial or underground facilities in, across, along, over, or under a public street, alley or right-of-way and to change the curb, sidewalks of the grade of streets. Uses should be designed so as to cause the least interference with traffic, including signalization.
- (b) The City shall assign the location in or over the rights-of-way among competing users of the rights-of-way with due consideration to the public health, safety and welfare considerations of each user type, and to the extent the City can demonstrate that there is limited space available for additional users, may limit new users or require removal of abandoned or obsolete facilities, as allowed under state or federal law.
- (c) If the City authorizes abutting landowners to occupy space under the surface of any street, alley or rights-of-way, the grant to an abutting landowner shall be subject to the rights of the previously authorized users of the public rights-of-way. If the City closes or abandons a public right-of-way that contains a portion of a person's facilities, the City may close or abandon such right-of-way subject to the right of the person, provided said facilities have not been abandoned and provided the person is a registered user of the right-of-way.

§ 16.5-28. through § 16.5-100. (Reserved)

ARTICLE III DESIGN MANUAL

§ 16.5-101. Purpose.

This Design Manual is for maintenance of, siting and criteria for the installation of Wireless Facilities, including Micro Network Nodes, Network Nodes, Node Support Poles and related ground equipment and applies to any and all maintenance, siting, installations, collocations, or other placement of, in, over or under the public rights-of-way of Network Nodes, Node Support Poles, Micro Network Nodes, Distributed Antenna System(s), microwave communications or other Wireless Facilities, by whatever nomenclature, whether they are installed pursuant to Chapter 284 of the Local Government Code or installed pursuant to an Agreement to use the right-of-way or Authorization or installed as may otherwise be allowed by state law.

The City enacts these design requirements and guidelines in order to meet its fiduciary duty to its citizens, and to give assistance and guidance to Network Providers in the safe, aesthetically pleasing, efficient, and timely installation of facilities.

§ 16.5-102. Prohibited or restricted areas for wireless facilities in the right-of-way.

(a) Prohibited: Municipal Parks and Residential Areas. A Network Provider may not install a new Node Support Pole in the following locations:

- (1) in a Municipal Park; or
- (2) in right-of-way that is adjacent to a Street that is:
 - a. not more than fifty (50) feet wide at average width, measuring vehicular traveled portion only as set out in the definition of "Street" and the measurement does not include intersection and refers only to the main traveled portion measured at mid-block or mid-point between intersections; and
 - b. adjacent to developed or undeveloped single-family residential lots, other multifamily residential area or land that is designated for residential use by zoning or deed restrictions.
- (3) Construction in right-of-way adjacent to a school is prohibited, unless all contractors, sub-contractors, or other workers follow all statutory requirements in the Educational Code regarding work on school grounds, including but not limited to chapters 21 and 22.

(b) Prohibited: Undergrounding District.

- (1) Above ground structures shall not be installed in an Underground District or Underground Requirement Area, except as provided herein.
- (2) A Network Provider shall comply with nondiscriminatory undergrounding requirements, including municipal ordinances, zoning regulations, state law, private deed restrictions, and other public or private restrictions, that prohibit installing

aboveground structures in a public right-of-way without first obtaining the appropriate zoning, land use approval or other required approval.

- (3) In addition to areas designated in this ordinance, future areas may be designated from time to time by the City as Underground Required Areas by any means, including but not limited to means such as ordinances, resolutions, or filed plats. If an area is converted from an area that allows overhead lines to one that prohibits overhead lines, all subsequent installations shall meet the requirements for an Underground District.
 - (4) If a location is designated by the City to be Underground required area, then a network provider's permit for the location of the micro network node, network node, node support pole, and related ground equipment at such location will be automatically revoked, with removal of said the micro network node, network node, node support pole, and related ground equipment at such location within ninety (90) days of such designation, or as otherwise allowed for the transition of other overhead facilities.
- (c) Restricted: Historic District and Design Districts.
- (1) A Network Provider must obtain advance written approval from the City before collocating network nodes or installing node support poles in a design district with decorative poles or in an area of the City zoned or otherwise designated as a design district or historic district.
 - (2) Concealment required.
 - a. As a condition for approval of Network Nodes or Node Support poles in design districts with decorative poles or in a historic district, concealment measures are required for network nodes or node support poles or related ground equipment or any portion of the nodes, poles, or equipment.
 - b. Said concealment measures shall minimize the impact to the aesthetics in a historic district or design district.
 - (3) Network Provider shall comply with and observe all applicable City, state, and federal historic preservation laws and requirements.
- (d) Historic preservation laws and requirements. Network provider shall comply with and observe all applicable City, state, and federal laws and requirements, including historic preservation laws and requirements.
- (e) Historic landmarks. Network provider is discouraged from installing a network node or node support pole within three hundred (300) feet of a historic site or structure or historic landmark recognized by the City, state or federal government (see, for example, and not limited to § 442.001(3) of the Texas Government Code, and 16 U.S.C. §470), as of the date of the submission of the permit.
- (f) Designated areas.
- (1) The council may designate an area as a historic district, design district or underground district at any time.

- (g) Defense. It shall be a defense to the above requirements prohibiting or restricting location of facilities in a park, residential area, historic district, design district or underground district that the network provider obtained advance written approval or waiver of restrictions from the City before collocating new network nodes or installing new node support poles or ground equipment in a prohibited or restricted location. In any prosecution herein for such prohibition or violation of any restrictions, it shall be an affirmative defense to have an agreement with the City that approved such location or waived the applicable restriction.

If an agreement is granted to locate in a prohibited location, the network provider shall be required, as a condition for approval of new network nodes or new node support poles in a prohibited location, to install reasonable design or concealment measures for the new network nodes or new node support poles. Therefore, any request for installations in a prohibited location, must be accompanied with concealment measures in the permit applications.

The City requests that a network provider explore the feasibility of using certain camouflage measures to improve the aesthetics of the network nodes, node support poles, or related ground equipment, or any portion of the nodes, poles, or equipment, to minimize the impact to the aesthetics in all locations of the City.

- (h) Private deed restrictions and property owners association rules. A network provider installing a network node or node support pole in a public right-of-way described above shall comply with private deed restrictions and other private restrictions in the area that apply to those facilities.
- (i) Ground equipment.
- (1) Ground equipment shall be minimal and the least intrusive at all sites.
 - (2) In order to maximize line of sight at street corners and intersections and minimize hazards at those locations, ground equipment may not be installed within two hundred fifty (250) feet of a street corner or street intersection.
 - (3) Ground equipment may not be installed at street corners or intersections within a visibility triangle as defined by the Zoning Ordinance No. 1144 or its successor ordinance.
 - (4) Ground equipment shall not be installed near a driveway, as established in section 52-35a.(n) of Zoning Ordinance No. 1144 or its successor ordinance.
- (j) Each permit application shall designate if the requested area for installation is within one a residential area, a municipal park, an underground district or underground requirement area or a historic district or a design district.

§ 16.5-103. Preferred location.

- (a) The following locations, in the order listed, are the preferred locations for installation of

poles or wireless facilities:

- (1) Industrial areas.
 - (2) Areas designated by the City as a highway rights-of-way area, provided that such areas are not adjacent to a municipal park, residential area, historic district, design district or any prohibited area set out above.
 - (3) Retail and commercial areas, provided such areas are not in a prohibited location, such as an underground district, design district or historic district.
- (b) In the absence of state law or an agreement or municipal authorization providing otherwise, network nodes shall be restricted to preferred locations set out in this section.

§ 16.5-104. Order of preference regarding attachment to existing facilities.

- (a) The following shall be the order of preference for the attachment of network nodes to existing facilities, beginning with most preferred location and ending with least preferred location. In addition to the preference set out by the City, existing facilities may be owned by third parties and may not be available for attachment of facilities or may require authorization from other parties.
- (b) Order of preference from most preferable to least preferable.
- (1) Most preferable - Existing telephone or electrical lines between existing utility poles. Micro network nodes shall only be lashed on existing telephone or electrical lines between existing utility poles (electric poles or telephones poles), with notice to the pole owner as required by the Federal Pole Attachment Act, and not placed on utility poles, node support poles or service poles.
 - (2) Preferable - Existing utility poles (electric poles or telephones poles), shall be the preferred support facility for Network Nodes and related ground equipment.
 - (3) Least preferable - Municipal Service Poles, which shall require an agreement with the City. Municipal service poles includes (in order of preference):
 - a. Non-decorative street lights.
 - b. Traffic signal structures - Network Nodes may only be attached to traffic signal structures when such installation will not interfere with the integrity of the facility and will not interfere with the safety of the public. Any installation of network node facilities on any traffic signal structures shall:
 1. Be encased in a separate conduit than the traffic light electronics;
 2. Have a separate electric power connection than the traffic signal structure;
 3. Shall not puncture or drill into the structure; and
 4. Have a separate access point than the traffic signal structure.

- c. Other municipal service pole use is discouraged.
- (4) New node support poles shall also be least preferred. Collocation shall generally be preferred over new poles. New poles shall not be installed in prohibited areas and shall only be allowed in restricted areas to the extent all requirements are followed or a waiver is granted. Any new poles shall be camouflaged to the extent allowed by law as set out in this chapter.
- (c) Ground equipment should be minimal and the least intrusive.
- (d) In the absence of state law or an agreement or municipal authorization providing otherwise, network nodes, if allowed, shall be restricted to most preferable locations set out in this section and shall be prohibited in the least preferable.

§ 16.5-105. Placement requirements.

- (a) A network provider shall construct and maintain network nodes and node support poles in a manner that does not:
 - (1) obstruct, impede, or hinder the usual travel or public safety on a public right-of-way;
 - (2) obstruct the legal use of a public right-of-way by other utility providers;
 - (3) violate nondiscriminatory applicable codes;
 - (4) violate or conflict with the municipality's publicly disclosed public right-of-way management ordinance or this Design Manual.
 - (5) violate the federal Americans with Disabilities Act of 1990 (42 U.S.C. Section 12101 et seq.) or PROWAG.
- (b) Network node facilities shall be installed in accordance with section 16.5-10 and all other applicable requirements of this Chapter.
- (c) Right-of-way.
 - (1) Network nodes installation shall follow all applicable requirements of this chapter, including section 16.5-10.
 - (2) Network node facilities, node support poles and related ground equipment shall be placed, as much as possible, within two (2) feet of the outer edge of the right-of-way line.
 - (3) Node support poles and related ground equipment shall not impede pedestrian or vehicular traffic in the right-of-way.
 - (4) No protrusion from the outer circumference of the existing structure or pole shall be more than two (2) feet.
- (d) Parks. For the safety of park patrons, particularly small children, and to allow full line of sights near park property, the network provider shall not install ground equipment in a right-

of-way that is within a park or within two hundred fifty (250) feet of the boundary line of a park. The network provider may request a waiver of the requirement that such equipment not be within two hundred fifty (250) feet of a park from the board of adjustment.

- (e) There shall be no more than one (1) network node on any one (1) pole.

§ 16.5-106. Camouflage required when possible.

- (a) Camouflage is required by the City when wireless facilities are allowed, as set forth above, in design districts with decorative poles or in historic districts.
- (b) It is the City's preference that all new node support poles be camouflaged, except those located in an area zoned or predominantly industrial or in a designated highway district area.
- (c) Companies shall submit their proposal for camouflage with the permit application.

§ 16.5-107. General requirements.

(a) Confirmation of non-interference with City Safety Communication Networks.

- (1) The network provider shall provide analysis that the proposed network node shall not cause any interference with City public safety radio system, traffic signal light system, or other City safety communications components.
- (2) It shall be the ongoing responsibility of the network provider to evaluate, prior to making application for permit and while network nodes remain in the right-of-way, the compatibility between the existing City infrastructure and provider's proposed network node. A network node shall not be installed in a location that causes any interference and any network node that causes destructive interference post-installation shall correct such interference or be removed and shall follow all federal regulations regarding interference.
- (3) Network nodes shall not be allowed on City's public safety radio infrastructure.

(b) Size limits.

- (1) Network providers shall provide detailed drawings, with calculations to show strict conformity to the size limitations as set forth in this chapter.
- (2) To the extent authorization is provided by franchise or license, the franchise or license controls.
- (3) To the extent authorization is provided by state law which sets out size limits, the size limits in the state law control.
- (4) If authorization is provided through a state law with no size limits, or other authorization with no size limits, the size limits of this section shall control.
- (5) Unless otherwise provided by state law or municipal authorization, license, franchise or

agreement, the following maximum size limits are applicable (required):

- a. Micro network node dimensions - Maximum length: Twenty-four (24) inches; Maximum width fifteen (15) inches; Maximum height twelve (12) inches.
 - b. Network node shall meet the requirements as set out in Chapter 284 of the Local Government Code.
 - c. Pole height not higher than ten (10) feet above the average height of utility poles within five hundred (500) linear feet of a new pole or fifty-five (55) feet, whichever is least.
 - d. Ground equipment, separate from the pole, shall meet the requirements of Chapter 284 of the Local Government Code or if such requirements are not applicable, may not be higher than three feet six inches (3'6") from grade, wider than three feet six inches (3'6").
 - e. When not otherwise set out in this ordinance or in a municipal authorization, the size limits shall not be greater than size limits set forth for structures or equipment in Chapter 284 of the Local Government Code (SB 1004, 85th Regular Session), where applicable.
 - f. Size limits may be reduced when necessary for public health, safety or welfare.
- (c) Size limits provided by state law are only applicable for so long as required by state law. If said state law is found to be repealed, struck down, pre-empted or invalid, in whole or in part, the standards required by the City, either in the municipal authorization or an amendment to the municipal authorization or the directives of the City or this chapter, shall be required and such standards shall be subject to individualized review.
- (d) Concealment. The network node facilities shall be concealed or enclosed as much as possible in an equipment box, cabinet, or other unit that may include ventilation openings. External cables and wires hanging off a pole shall be sheathed or enclosed in a conduit, so that wires are protected and not visible or visually minimized to the extent possible.
- (e) New node support pole spacing.
- (1) New node support poles shall be at a minimum three hundred (300) feet from a utility pole or another node support pole to minimize the hazard of poles adjacent to road ways and to minimize effect on property values and aesthetics on the area, unless a lesser distance is approved by the City manager.
 - (2) New poles shall be placed a minimum of five (5) feet from a street curb or travel lane and eighteen (18) inches from a sidewalk to minimize the potential of being struck by a motor vehicle or bicycle.
 - (3) New poles shall be placed on breakaway anchor bolt supports or bases to minimize the impact severity to motor vehicles that strike the pole.
- (f) Minimize ground equipment concentration. In order to minimize negative visual impact to the surrounding area, the City's designee may deny a request for a proposed location if the

network provider installs network node ground equipment where existing ground equipment already occupies a footprint of twenty-five (25) sq. ft. or more.

- (g) Allowed colors. Colors shall meet the requirements set out in Section 16.5-10(A)(19).
- (h) If any network node facilities, node support poles or ground equipment is installed in a location that is not in accordance with the plans approved by the City manager and impedes pedestrian or vehicular traffic or does not comply or otherwise renders the right-of-way non-compliant with applicable laws, including the American Disabilities Act, then network provider shall remove the network node facilities, node support poles or ground equipment.
- (i) Ground equipment.
 - (1) Ground equipment should be minimal and the least intrusive. To minimize any obstruction, impediment, or hindrance to the usual travel or public safety on a public right-of-way the maximum line of sight required to add to safe travel of vehicular and pedestrian traffic and in order to maximize that line of sight at street corners and intersections and to minimize hazards at those locations, ground equipment may not be installed within two hundred and fifty (250) feet of a street corner or a street intersection.
 - (2) Ground equipment near municipal parks. For the safety of municipal park patrons, particularly small children, and to allow full line of sights near municipal park property, the network provider shall not install ground equipment in a right-of-way that is within a park or within two hundred and fifty (250) feet of the boundary line of a park, unless approved by the City manager and parks director in writing.
 - (3) To enhance the safety requirements of line of sight of pedestrians, particularly small children, the City's designee may deny a request for a proposed location if the network provider installs network node ground equipment where existing ground equipment within three hundred (300) feet already occupies a footprint of twenty-five (25) square feet or more.
 - (4) Ground equipment shall not be installed in such a manner as to interfere with a sight visibility triangle.
- (j) Municipal service poles:
 - (1) An agreement shall be required for all installations on municipal service poles and all such installations shall be in accordance with the agreement.
 - (2) Installations on all service poles shall have an industry standard pole load analysis completed and submitted to the municipality with each permit application indicating that the service pole to which the network node is to be attached will safely support the load.
 - (3) Height of attachments:
 - a. All attachments on all service poles shall be at least eight (8) feet above grade; and
 - b. If a network node attachment is projecting toward the street, for the safety and

protection of the public and vehicular traffic, the attachment shall be installed no less than sixteen (16) feet above the ground;

- c. And meet all applicable requirements of state law and this chapter.
- (4) Installations on all traffic signal structures must not interfere with the integrity of the facility in any way that may compromise the safety of the public and must be in accordance with the agreement with the City. Installation of network node facilities on any traffic signal structures shall:
 - a. Be encased in a separate conduit than the traffic light electronics;
 - b. Have a separate electric power connection than the traffic signal structure; and
 - c. Have a separate access point than the traffic signal structure;
 - d. Shall not puncture or drill into the structure;
 - e. Shall not be installed on the mast arm; and
 - f. Meet all other requirements of state law and this chapter.
- (5) Installations on street signage: Installations on all street signage structures must not interfere with the integrity of the facility in any way that may compromise the safety of the public and must be in accordance with the agreement with the City. Installation of network node facilities on any street signage structures that has electrics shall:
 - a. Be encased in a separate conduit than any City signage electronics;
 - b. Have a separate electric power connection than the signage structure;
 - c. Have a separate access point than the signage structure; and
 - d. Meet all other requirements of state law and this chapter.

§ 16.5-108. Electrical supply.

Network provider shall be responsible for obtaining any required electrical power service to the micro network node, network node facilities, node support poles and ground equipment. The City shall not be liable to the network provider for any stoppages or shortages of electrical power furnished to the micro network node, network node facilities, node support poles or ground equipment, including without limitation, stoppages or shortages caused by any act, omission, or requirement of the public utility serving the structure or the act or omission of any other tenant or network provider of the structure, or for any other cause beyond the control of the City.

Network provider shall not allow or install generators or back-up generators in the right-of-way.

§ 16.5-109. Installation and inspections.

- (a) Installation.

- (1) Network provider shall, at its own cost and expense, install the micro network node, network node facilities, node support poles and related ground equipment in a good and workmanlike manner and in accordance with the requirements promulgated by the City manager, as such may be amended from time to time. Network provider's work shall be subject to the regulation, control and direction of the City manager.
- (2) All work done in connection with the installation, operation, maintenance, repair, modification, and/or replacement of the micro network node, network node facilities, node support poles and related ground equipment shall be in compliance with any agreement with the City as applicable and all applicable laws, ordinances, codes, rules and regulations of the City, county, state, and the United States ("laws").
- (b) Standard pole load analysis on attachments to a service pole. All applications for permits to collocate or attach to any service pole must have included in its permit application a completed industry standard individual pole load analysis performed and sealed by an engineer licensed by the state of Texas that indicates that the service pole to which the network node is to be attached will safely support the load. Such analysis shall also address safety of pole and attachments in regard to wind loads, collision with motor vehicle, supporting weight of the node, interference with City communications systems, and all other pertinent information.
- (c) Inspections. The City manager may perform visual inspections of any micro network node, network node, node support pole or related ground equipment located in the right-of-way as the City manager deems appropriate without notice. If the inspection requires physical contact with the micro network node, network node, node support poles or related ground equipment, the City manager shall provide written notice to the network provider within five
(5) business days of the planned inspection. Network provider may have a representative present during such inspection.
- (d) No installations shall be placed on the mast arm of a traffic control signal.

§ 16.5-110. Requirements in regard to removal, replacement, maintenance and repair.

- (a) Removal or relocation by network provider.
 - (1) If the network provider removes or relocates a micro network node, network node facilities, node support pole or related ground equipment at its own discretion, it shall notify the City manager in writing not less than ten (10) business days prior to removal or relocation. Network provider shall obtain all permits required for relocation or removal of its micro network node, network node facilities, node support poles and related ground equipment prior to relocation or removal.
 - (2) The City shall not issue any refunds for any amounts paid by network provider for micro network node, network node facilities, node support poles or related ground equipment that have been removed.
 - (3) Any abandoned or obsolete micro network node, network node, node support pole or other related equipment shall be removed in strict accordance with this chapter and all

other applicable ordinances and state law.

- (4) Network provider shall remove micro network node, network node facilities, node support pole or related ground equipment when such facilities are abandoned regardless of whether or not notice is received from the City. Such removal must occur within ninety (90) days from the date of abandonment, unless additional time is allowed by the City. The network provider shall provide advance written notice of such removal which must be received by the City at least two (2) working days prior to the removal, except in case of emergency. Such notice shall specify the location and description of each micro network node, network node facilities, node support pole or related ground equipment to be removed.
- (5) The City manager may require the network provider to complete additional remedial measures necessary for public safety and the integrity of any City facilities and the right-of-way.
- (b) Removal or relocation required for City project. A network provider shall relocate or adjust micro network node, network node, node support pole and related ground equipment in a public right-of-way in a timely manner in accordance with 16.5-12 and without cost to the municipality managing the public right-of-way.

Pursuant to state law and as a condition for occupancy of the right-of-way, the network provider may be required by the City to remove or relocate any of its facilities, including but not limited to, its micro network node, network node, node support pole and related ground equipment, or any portion thereof from the right-of-way, and network provider shall, at the City manager's direction, remove or relocate the same at network provider's sole cost and expense, whenever the City manager reasonably determines that the relocation or removal is needed as set out in section 16.5-12.

If network provider fails to remove or relocate the micro network node, network node, node support pole or related ground equipment, or portion thereof as requested by the City manager within ninety (90) days of network provider 's receipt of the request, then the City shall be entitled to remove the micro network node, network node, node support pole or related ground equipment, or portion thereof at network provider's sole cost and expense, without further notice to network provider, and network provider shall, within thirty (30) days following issuance of invoice for the same, reimburse the City for its reasonable expenses incurred in the removal (including, without limitation, overhead and storage expenses) of the micro network node, network node, node support pole or related ground equipment, or portion thereof.

- (c) Removal required by City for safety or due to imminent danger; or for improper permitting or licensing. Network provider shall, at its sole cost and expense, promptly disconnect, remove, or relocate the applicable micro network node, network node, node support pole and related ground equipment within the time frame and in the manner required by the City manager if the City manager reasonably determines that the disconnection, removal, or relocation of any part of a micro network node, network node, node support pole and related ground equipment (a) is necessary to protect the public health, safety, welfare, or City property, (b) the micro network node, network node, node support pole and related ground equipment, or portion thereof, is adversely affecting proper operation of streetlights or City

property, or (c) network provider fails to obtain all applicable licenses, permits, and certifications required by law for its micro network node, network node, node support pole and related ground equipment, or use of any location under applicable law. If the City manager reasonably determines that there is imminent danger to the public, then the City may immediately disconnect, remove, or relocate the applicable micro network node, network node, node support pole and related ground equipment at the network provider's sole cost and expense.

The City manager shall provide ninety (90) days written notice to the network provider before removing a micro network node, network node, node support pole and related ground equipment under this section, unless there is imminent danger to the public health, safety, and welfare.

Network provider shall reimburse City for the City's actual cost of removal of micro network node, network node, node support pole and related ground equipment within thirty (30) days of receiving the invoice from the City.

- (d) Restoration. Network provider shall repair any damage to the right-of-way, or any facilities located within the right-of-way, and the property of any third party resulting from network provider's removal or relocation activities (or any other of network provider's activities hereunder) within ten (10) calendar days following the date of such removal or relocation, at network provider's sole cost and expense, including restoration of the right-of-way and such property to substantially the same condition as it was immediately before the date network provider was granted a permit for the applicable location or did the work at such location (even if network provider did not first obtain a permit), including restoration or replacement of any damaged trees, shrubs or other vegetation. Such repairs, restoration and replacement shall be subject to the sole, reasonable approval of the City manager.
- (e) Network Provider Responsible. Network provider shall be responsible and liable for the acts and omissions of network provider's employees, temporary employees, officers, directors, consultants, agents, affiliates, subsidiaries, sub-network provider's and subcontractors in connection with the installations of any micro network node, network node, node support pole and related ground equipment, as if such acts or omissions were network provider's acts or omissions.

§ 16.5-111. Requirements upon abandonment.

Upon abandonment or upon being deemed abandoned, network provider has a duty to promptly remove its facilities from the right-of-way. Notice from the City is not a prerequisite to the requirement for removal.

If the network provider does not promptly remove its facilities removal procedures as set out in section 16.5-18 may be followed.

§ 16.5-112. General provisions.

- (a) All requirements of this chapter, including article II, shall be met as applicable.

- (b) No City allocation of funds for removal and storage. All costs of any removal or storage of micro network node, network node, node support pole and related ground equipment, as authorized under this article, shall be the responsibility of the network provider and the City is not required to expend no funds to meet the requirements of the network providers. Any funds expended by the City due to an emergency or failure of a person to abide by these requirements shall be reimbursed to the City.
- (c) Ownership. No part of a micro network node, network node, node support pole and related ground equipment erected or placed on the right-of-way by network provider will become, or be considered by the City as being affixed to or a part of, the right-of-way. All portions of the micro network node, network node, node support pole and related ground equipment constructed, modified, erected, or placed by network provider on the right-of-way will be and remain the property of network provider and may be removed by network provider at any time, provided the network provider shall notify the City manager prior to any work in the right-of-way.
- (d) Size limits. Network providers shall provide detailed drawings, with calculations to show strict conformity to the size limitations as set forth in this chapter or state law with each application, notice of work to be performed or request for a permit for each location; provided, however, where possible providers are encouraged to reduce the size of installed facilities.

The size limits in this chapter are only applicable for so long as required by state law. If Chapter 284 of the Local Government Code is found to be repealed, struck down, pre-empted or invalid, in whole or in part, the standards required by the City, either in the municipal authorization or an amendment to the municipal authorization or the directives of the City or this article then such standards shall be subject to individualized review.

§ 16.5-113. Insurance, indemnity, bonding and security deposits.

Insurance, indemnity, bonding and security deposits shall be in strict accordance with the City's rights-of-way management ordinance, and other applicable ordinances, except to the extent not consistent with state law.

§ 16.5-114. Design Manual—Updates.

Placement or Modification of micro network node, network node, node support pole and related ground equipment shall comply with the City's Design Manual at the time the permit for installation or modification, and as said Design Manual may be approved or amended from time to time.

§ 16.5-115. through § 16.5-150. (Reserved)

ARTICLE IV EXEMPTION PROCESS

§ 16.5-151. Administrative hearing—Request for exemption.

- (a) Should any person utilizing or proposing to utilize the right-of-way desire to request an exemption from a specific standard set forth in this chapter, and section 16.5-26 is not applicable, the person may request an administrative hearing before a board of appeals. The zoning board of adjustment shall act as the board of appeals for a request for exemption under this chapter.
- (b) Any person requesting an exemption from any of the requirements shall file such a request with the City manager within fifteen (15) calendar days from the time that need for an exemption arose. If an exemption is requested prior to construction, the request should be submitted prior to filing for a permit.
- (c) An exemption shall only be granted if:
 - (1) Such exemption is not contrary to the public interest;
 - (2) Such exemption will not increase the burden on the right-of-way or other right-of-way users;
 - (3) Such exemption shall not increase the right-of-way management or administrative duties for City staff;
 - (4) The exemption shall fit within the spirit of this Article; and
 - (5) The application of the ordinance in the particular circumstances would create an unnecessary hardship.
- (d) It shall take an affirmative vote of four (4) members of the board to grant the exemption.

§ 16.5-152. through § 16.5-179. (Reserved)

SECTION III.
REPEALING ALL ORDINANCES IN CONFLICT

All other ordinances or parts of ordinances inconsistent or in conflict herewith, or to the extent of such inconsistency or conflict are hereby repealed.

SECTION IV.
SAVINGS CLAUSE

This City Council of the City of Jacksonville, Texas does hereby declare that if any section, subsection, paragraph, sentence, clause, phrase, work or portion of this Ordinance is declared invalid, or unconstitutional, by a court of competent jurisdiction, that, in such event that it would have passed and ordained any and all remaining portions of this Ordinance without the inclusion of that portion or portions which may be so found to be unconstitutional or invalid, and declare that its intent is to make no portion of this Ordinance dependent upon the validity of any portion thereof, and that all said remaining portions shall continue in full force and effect.

SECTION V.
COMPLIANCE WITH OPEN MEETINGS ACT

It is hereby officially found and determined that the meeting at which this Ordinance was considered was open to the public as required and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, Chapter 551 of the Texas Government Code.

SECTION VI.
EFFECTIVE DATE

This Ordinance shall become effective when published in accordance with the law.
PASSED AND APPROVED ON THIS THE ____ DAY OF _____, 2025.

Randy Gorham, Mayor

ATTEST:

Greg Lowe, City Clerk

APPROVED AS TO FIRM:

D. Brett Brewer, City Attorney



Jacksonville City Council

AGENDA ITEM REPORT

AGENDA DATE:	3/11/2025	ITEM NUMBER:	13.
DEPARTMENT:	Parks and Recreation	PREPARED BY:	Greg Lowe, City Clerk
INITIATED BY:	Devin Fredrickson, Parks and Recreation Director	EXHIBITS:	Cemetery Mowing - March 2025 Winning Bid, 2025 Cemetery Mowing Contract Bid Sheet, 2025 Cemetery Mowing Contract Rating Sheets
ITEM TITLE:	DISCUSS AND CONSIDER POSSIBLE ACTION AWARDING A CONTRACT FOR THE MOWING OF THE CEMETERIES		

EXECUTIVE SUMMARY:

The City of Jacksonville owns and operates two cemeteries. Old City Cemetery is located on Kickapoo St., and Resthaven is located on Pineda St. The staff recently placed the annual mowing contract for the cemeteries out for RFQ. Staff received a total of four bids. After reviewing the bids, staff recommends awarding the bid to G's Lawn Service in the amount of \$81,304.52 for 22 mowings.

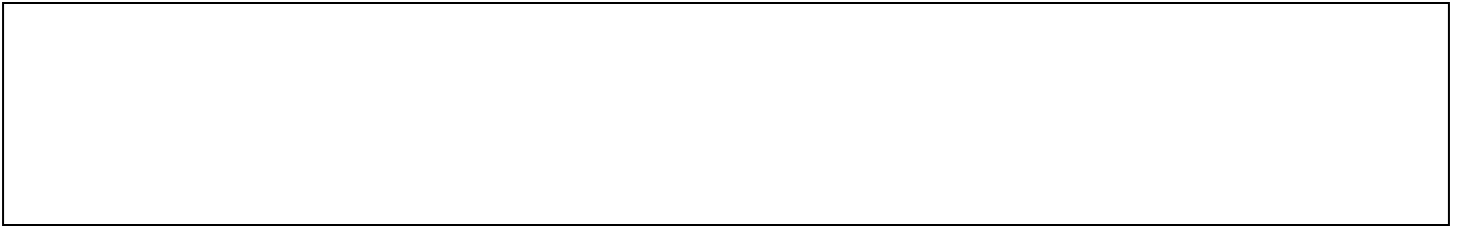
RECOMMENDED ACTION:

Award the cemetery mowing contract to G's Lawn Service.

BID AND AWARD:

BUDGET DATA:

BUDGET JUSTIFICATION:



STRATEGY MAP

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

POLICY/GOAL CONSIDERATION:**LEGAL:**

The city Council approves all contracts over \$50,000.

REQUEST FOR PROPOSAL FOR CEMETERY GROUNDS MAINTENANCE CONTRACT

For

City of Jacksonville



Bid # 2025-802-02

Release for Bid: February 21, 2025

Submittal Deadline: March 5, 2025, at 10:00 a.m.

Table of Contents

BACKGROUND	3
NOTICE TO BIDDERS	3
GENERAL TERMS AND CONDITIONS.....	4
INSTRUCTIONS TO BIDDERS	9
CONTRACTOR SELECTION.....	12
SPECIFICATIONS.....	15
Bidder Questionnaire/Personnel Info	19
References	20
Maintenance and Support Equipment Log	21
Schedule/Cycles	22
Bid Proposal	25
Bid Proposal	26
CONFLICT OF INTEREST FORM	28

BACKGROUND

The purpose of Bid # 2025-802-02 is to obtain proposals for grounds maintenance services at two (2) City-owned cemeteries; 1) City Cemetery 2) Resthaven Cemetery. Desired services consist primarily of mowing, string trimming, edging, and removing litter and fallen tree limbs.

NOTICE TO BIDDERS

SEALED BID responses will be received at the City of Jacksonville – City Hall, 315 S. Ragsdale St., Jacksonville, TX 75766, until 10:00 a.m. on Wednesday, March 5th, 2025 for the purpose of furnishing all labor, materials and equipment and the performing of all work required in the Cemeteries Grounds Maintenance Contract, at which time and place the proposals will be publicly opened and read aloud and retained by the City for tabulation, checking and evaluation. Proposals received by the City after the submission deadline will be considered void and unacceptable. The City is not responsible for lateness or non-delivery of mail, courier, etc.

Submissions should include one (1) original and (3) copies of the proposal, along with one (1) digital copy, Fax or email copies will not be accepted. Incomplete or late proposals will be considered non-responsive and will not be reviewed. Each proposal must be complete when submitted. No changes, modifications, corrections, or additions may be made to the proposal once the City of Jacksonville receives it.

Interested parties shall contact Devin Fredrickson at Devin.Fredrickson@jacksonvilletx.org to request a copy of the Specifications and General Requirements.

The sealed envelope must be marked:

Bid # 2025-802-02
Cemetery Grounds Maintenance Contract
OPENS,-10:00 a.m. on Wednesday, March 5th, 2025
City of Jacksonville – City Hall
315 S. Ragsdale St., Jacksonville, TX 75766

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

ADVERTISEMENT DATES:

February 15, 2025
February 22, 2025

Bid # 2025-802-02

Bidders Initials GL

GENERAL TERMS AND CONDITIONS

1. **OPENING PLACE, TIME, AND DATE** – The City will conduct a public bid opening at the location, time and date as specified in the NOTICE TO BIDDERS. Bidders are encouraged to attend. A tabulation of the bid responses received at the time and date of the opening will be made available to all bidders at a later date.
2. **LATE PROPOSALS** – Proposals received by the City after the submission deadline will be considered void and unacceptable. The City is not responsible for lateness or non-delivery of mail, carrier, etc.
3. **WITHDRAWAL** – A proposal may not be withdrawn or cancelled by the bidder without the permission of the City for a period of ninety (90) days following the date designated for receipt of bids, and bidder so agrees upon submittal of their bid.
4. **CONTRACT** – This bid, accompanying documents, and any negotiated terms, when properly accepted by the City, shall constitute a contract equally binding between the successful bidder(s) and the City. No different or additional terms will become a part of this contract with the exception of Change Orders.
5. **DEFAULT** – The City reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the City in the event of breach or default of this contract. The City reserves the right to terminate the contract immediately in the event the successful bidder fails to:
 1. Substantially meet delivery or completion schedules
 2. Otherwise, substantially perform in accordance with the accepted bid

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

6. **PRICES HELD FIRM** – The City reserves the right to require that submitted bids remain in force for a ninety (90) day period after opening or until award is made; whichever occurs first.
7. **RESOURCE CONTACT** – All information and/or questions pertaining to this bid shall be directed to the City at Devin.Fredrickson@jacksonvilletx.org. It is the bidder's responsibility to seek clarification of any uncertain terms.
8. **NEGOTIATION** – Any attempt to negotiate or give information on the contents of this bid with the City, or its representatives, prior to award shall be grounds for disqualification.

Bid # 2025-802-02

Bidders Initials GL

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

Bid # 2025-802-02

Bidders Initials GL

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

Bid # 2025-802-02

Bidders Initials GL

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

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

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

Bid # 2025-802-02

Bidders Initials GL

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

INSTRUCTIONS TO BIDDERS

1. The Bid award shall be based on, but not necessarily limited to, the following factors:
 - a. Total Price
 - b. Operational Plan
 - c. Results of reference checks
 - d. Experience
 - e. Bidder's past performance record with the City
 - f. The City's evaluation of the Bidder's ability to perform
2. The City may make such investigations as it deems necessary to determine the ability of the Bidder to provide satisfactory performance in accordance with specifications, and the Bidder shall furnish to the City all such information and data for this purpose as the City may request.
3. Bidders are to bid on all items as specified. Bids will be awarded to one bidder based on the total bid.
4. The contract period will begin February 14, 2025, and continue through November 31, 2025. All pricing will remain firm throughout the contract period. The contract may be extended by mutual agreement of both parties for up to five (5) additional one (1) year periods. The Contractor shall submit the renewal proposal with price changes, and justification for price increase to the City no later than July 15th of each year. Increases in contract pricing shall not exceed the consumer price index of the Southern Urban region for the previous twelve-month period.
5. The contract may be cancelled by either party upon forty-five (45) days written notification. The City reserves the right to cancel the contract immediately if the City determines in its sole discretion, that the successful bidder is not fulfilling the assigned responsibilities under this agreement.
6. Contractor shall provide a minimum of three (3) current references with the bid. References shall be from clients the contractor has served in a similar capacity within the last 24 months, preferably businesses within the East Texas region.
7. Contractors bidding on these items shall have a minimum of five (3) years consecutive experience in landscape maintenance, which includes manicured turf maintenance.
8. Contractor must submit, with bid, a completed list of equipment to be used for this contract, on Maintenance and Support Equipment Form. Make additional copies of this form if required.

Bid # 2025-802-02

Bidders Initials GL

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

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

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

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

CONTRACTOR SELECTION

METHOD OF AWARD – BEST VALUE RANKING APPROACH

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

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

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

MEASURABLE CRITERIA

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

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

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

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

Bid # 2025-802-02

Bidders Initials GL

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

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

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

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

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

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

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

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

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

Bid # 2025-802-02

Bidders Initials GL

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

CONTRACTOR'S RESPONSIBILITY FOR WORK

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

SPECIFICATIONS

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

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

REQUIREMENTS

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

Bid # 2025-802-02

Bidders Initials GL

schedule resultant from wet conditions.

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

Bid # 2025-802-02

Bidders Initials GL

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

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

1. Carefully examine the specifications and the contract documents, including the proposal form.
2. Be fully informed of existing conditions and limitations.
3. Visit the site of work. Determine routes of ingress and egress for completing entire project.
4. Include in the proposal sufficient compensation to cover all work and guarantee items required by the agreement.
5. Include contractor's site examinations, measurements and prior professional experience in submitting bid.

Bid # 2025-802-02

Bidders Initials GL

MAINTENANCE AND SUPPORT EQUIPMENT REQUIREMENTS:

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

Bidder Questionnaire/Personnel Info

How long has your company been in business?

5 Years

Is your company regional, or national?

Regional

In what cities/states does your firm operate?

Jacksonville, Rusk, Galatin, Tyler, Bullard, Frankston, Whitehouse, Troup, Alto, and Palestine.

Where is your company headquarters located?

575 Cr 3101 Jacksonville TX 75766

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

No

What is your company policy regarding drug testing/abuse?

Zero tolerance and random drug screening.

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

3 Employees

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

Will start with mowing properties. Preceding with weeding and blowing. Also will pick up falling limbs and dispose off.

Bid # 2025-802-02

Bidders Initials GL

References

Reference #1

Name of company/client: Ismael Hernandez (Vander Built Mortgages)

Address of company/client:

Contact person: Ismael Hernandez
936-314-7911

Contact email: ismael.hernandez@vmf.com

Number of years providing services: 2 yrs

Reference #2

Name of company/client: Th2r Properties LLC

Address of company/client:

Contact person: Tracy Czurak
903-539-7385

Contact email:

Number of years providing services: 4 Yrs

Reference #3

Name of company/client: Zee Mechanical Solution

Address of company/client: 3809 Cr 219 Tyler Tx 75707

Contact person: Logan Zedlitz
903-539-6878

Contact email:

Number of years providing services:
5 Yrs

Bid # 2025-802-02

Bidders Initials GL

Maintenance and Support Equipment Log

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

Type of Equipment	Quantity	Manufacturer	Current Hours	Equipment Age
Spartan RT-HD 72 Inch Deck	1	Spartan Mowers	706	2022 Model
Spartan KG XD 61 Inch Deck	1	Spartan Mowers	550	2022 Model
Sthil RZA 760 60 Inch Deck	1	Sthil	384	2024 Model
Sthil RZA 760i 60 inch Deck	1	Sthil	300	2024 Model
Toro 36 Grandstand 36 Inch Deck	1	Toro	136	2024 Model
Sthil 94 Weedeater	2	Sthil		2024 Model
Sthil 111 Weedeater	2	Sthil		2024 Model
Sthil 800 Backpack Blower	2	Sthil		2024 Model
Echo 9010 Backpack Blower	2	Echo		2022 and 2024 Model
2011 Chevrolet 2500	1	Chevrolet	191,000 Miles	2011
2019 GMC 2500	1	GMC	141,000 Miles	2019

Schedule/Cycles

Month	<u># of Mowing Cycles</u> <u>(City and Resthaven)</u>
January	0
February	0
March	2
April	2
May	3
June	4
July	3
August	3
September	2
October	2
November	1
December	0
Total Cycles	22

Bid # 2025-802-02

Bidders Initials GL

Area Exhibit #1
Resthaven Cemetery
Approx. 17 acres



Bid # 2025-802-02

Bidders Initials GL

Area Exhibit #2
City Cemetery
Approx. 32 acres



Bid Proposal**TO:** City of Jacksonville – City Hall

315 S. Ragsdale St.

Jacksonville, Texas 75766

FOR: Cemetery Grounds Maintenance Contract

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

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

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

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

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

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

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

Did you visit the site(s)? ☒ Yes ☐ No

Did you attend the pre-bid conference? Yes ☐ No ☒

Bid # 2025-802-02

Bidders Initials GL

Bid Proposal

TO: City of Jacksonville – City Hall

315 S. Ragsdale St.

Jacksonville, Texas 75766

FOR: Cemeteries Grounds Maintenance Contract

Respectfully submitted,

02/18/2025

Date

G's Lawn Service

Company Name (please print)

George Lara

By (please print)

Signature: George lara

575 Cr 3101

Bidder's Street Address

Jacksonville Tx 75766

City, County, State, Zip

Phone Number: 903-372-7485

Email Adress: georgelara95@gmail.com

SEAL if Bidder is a Corporation:

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

Bid # 2025-802-02

Bidders Initials GL

**BID PROPOSAL FOR
CEMETERIES GROUNDS MAINTENANCE CONTRACT
March 14, 2025 – November 31, 2025**

Resthaven Cemetery	City Cemetery
Cost Per Cycle: \$ <u>652.18</u>	Cost Per Cycle: \$ <u>3043.48</u>
TOTAL BID AMOUNT: (Resthaven Cycle + City Cycle) x (22 cycles)	\$ <u>81,304.52</u>
GRAND TOTAL CEMETERIES GROUNDS MAINTENANCE CONTRACT AMOUNT: \$81,304 DOLLARS .52 CENTS	
All above items must be filled in by the bidder. All corrections on the Bid Proposal shall be initialed by the bidder.	

Bid # 2025-802-02

Bidders Initials GL

CONFLICT OF INTEREST FORM



**ATTENTION VENDORS DOING BUSINESS WITH THE
CITY OF JACKSONVILLE**

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

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

Thank you for your cooperation.

James Hubbard
City Manager
315 S. Ragsdale St
Jacksonville, TX 75766-1390

Bid # 2025-802-02

Bidders Initials GL

CONFLICT OF INTEREST QUESTIONNAIRE For vendor or other person doing business with local governmental entity		FORM CIQ
This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a). By law this questionnaire must be filed with the records administrator of the local governmental entity no later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. <i>See Section 176.006, Local Government Code,</i> A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor	OFFICE USE ONLY Date Received:	
1. Name of person who has a business relationship with a governmental entity. Nobody		
☐ 2. Check this box if you are filing an update to a previously filed questionnaire. <i>(The law requires you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)</i>		
3. Name of local government officer with whom filer has employment or business relationship. _____ Name of Officer <i>This section (item 3 including subparts A, B, C and D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.</i> A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire? ☐ Yes ☒ No B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity? ☐ Yes ☒ No C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer services as an officer or director, or holds an ownership of 10 percent or more?		

Bid # 2025-802-02

Bidders Initials GL

☐

Yes

☒

No

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

4.

George lara

Signature of person doing business with the governmental entity

02/18/2025

Date

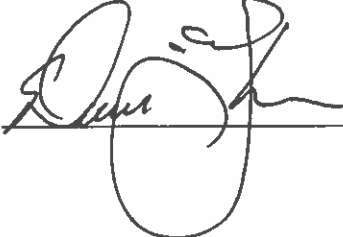
REQUEST FOR PROPOSAL FOR CEMETERY GROUNDS MAINTENANCE CONTRACT Bid # 2025-802-02

Receipt Log

Date	Time	Company	Received By	
3.5.25	9:05 am	Breezy Day LLC		\$95,480.00
2.28.25	3:20 pm	Green World Care Inc		\$89,474.00
2.19.25	2:20 pm	G's Lawn Service		\$81,304.52
3.5.25	9:55 am	Arbor True		\$89,801.14

The above listed companies submitted proposals and were received by the City of Jacksonville Parks & Recreation Director for Bid # 2025-802-02 on or before March 5, 2025 at 10:00 a.m.

Dianah Surber 3/5/25



3/5/25

100

Cemetery Grounds Maintenance Contract Rating Sheet

Name of Respondent Gs Lawn Service
Evaluator's Name Dewin Fredrickson

Date of Rating 3/5/25

Experience/References -- Rate the respondent for experience in the following areas:

<u>Factor</u>	<u>Max.Pts.</u>	<u>Score</u>
1. Customer Satisfaction	5	<u>5</u>
2. Past Performance with The City/	5	<u>5</u>
3. Relevant information provided by client references who have done similar scope and size of work	5	<u>5</u>
Subtotal, Experience	<u>15</u>	<u>15</u>

Operational Plan-- Rate the respondent for experience in the following areas:

<u>Factor</u>	<u>Max.Pts.</u>	<u>Score</u>
1. Company Information	7	<u>7</u>
2. Equipment to perform contract requirements	7	<u>7</u>
3. Number of employees to perform contract requirements / Personnel Information	7	<u>7</u>
4. References	7	<u>7</u>
5. Experience with contracts similar in size and scope	7	<u>7</u>
Subtotal, Performance	<u>35</u>	<u>35</u>

Price

<u>Factor</u>	<u>Max.Pts.</u>	<u>Score</u>
A = Lowest Proposal \$ <u>81,304.52</u>		
B = Bidder's Proposal \$ <u>81,304.52</u>		<u>50</u>
A ÷ B X 50 equals Respondent's Score	<u>50</u>	

TOTAL SCORE

<u>Factor</u>	<u>Max.Pts.</u>	<u>Score</u>
☐ Experience	15	<u>15</u>
☐ Operational Plan	35	<u>35</u>
☐ Price	50	<u>50</u>
Total Score	<u>100</u>	

Comments: _____

92

Cemetery Grounds Maintenance Contract Rating Sheet

Name of Respondent Breezy Day
Evaluator's Name Dewin Fredrickson

Date of Rating 3/5/25

Experience/References -- Rate the respondent for experience in the following areas:

<u>Factor</u>	<u>Max.Pts.</u>	<u>Score</u>
1. Customer Satisfaction	5	<u>5</u>
2. Past Performance with The City/	5	<u>5</u>
3. Relevant information provided by client references who have done similar scope and size of work	5	<u>5</u>
Subtotal, Experience	<u>15</u>	<u>15</u>

Operational Plan-- Rate the respondent for experience in the following areas:

<u>Factor</u>	<u>Max.Pts.</u>	<u>Score</u>
1. Company Information	7	<u>7</u>
2. Equipment to perform contract requirements	7	<u>7</u>
3. Number of employees to perform contract requirements / Personnel Information	7	<u>7</u>
4. References	7	<u>7</u>
5. Experience with contracts similar in size and scope	7	<u>7</u>
Subtotal, Performance	<u>35</u>	<u>35</u>

Price

<u>Factor</u>	<u>Max.Pts.</u>	<u>Score</u>
A = Lowest Proposal \$ <u>81,304.52</u>		
B = Bidder's Proposal \$ <u>95,480.00</u>		<u>42</u>
A ÷ B X 50 equals Respondent's Score	<u>50</u>	

TOTAL SCORE

<u>Factor</u>	<u>Max.Pts.</u>	<u>Score</u>
☐ Experience	15	<u>15</u>
☐ Operational Plan	35	<u>35</u>
☐ Price	50	<u>42</u>
Total Score	<u>100</u>	

Comments: _____

90

Cemetery Grounds Maintenance Contract Rating Sheet

Name of Respondent Arbor True
 Evaluator's Name Devin Fredrickson

Date of Rating 3/5/25

Experience/References -- Rate the respondent for experience in the following areas:

<u>Factor</u>	<u>Max.Pts.</u>	<u>Score</u>
1. Customer Satisfaction	5	<u>5</u>
2. Past Performance with The City/	5	<u>0</u>
3. Relevant information provided by client references who have done similar scope and size of work	5	<u>5</u>
Subtotal, Experience	<u>15</u>	<u>10</u>

Operational Plan -- Rate the respondent for experience in the following areas:

<u>Factor</u>	<u>Max.Pts.</u>	<u>Score</u>
1. Company Information	7	<u>7</u>
2. Equipment to perform contract requirements	7	<u>7</u>
3. Number of employees to perform contract requirements / Personnel Information	7	<u>7</u>
4. References	7	<u>7</u>
5. Experience with contracts similar in size and scope	7	<u>7</u>
Subtotal, Performance	<u>35</u>	<u>35</u>

Price

<u>Factor</u>	<u>Max.Pts.</u>	<u>Score</u>
A = Lowest Proposal \$ <u>81,304.52</u>		
B = Bidder's Proposal \$ <u>89,801.14</u>		<u>45</u>
A ÷ B X 50 equals Respondent's Score	<u>50</u>	

TOTAL SCORE

<u>Factor</u>	<u>Max.Pts.</u>	<u>Score</u>
☐ Experience	15	<u>15 10</u>
☐ Operational Plan	35	<u>35</u>
☐ Price	50	<u>50 45</u>
Total Score	<u>100</u>	<u>90</u>

Comments:

Cemetery Grounds Maintenance Contract Rating Sheet

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90

Name of Respondent Green World Care
Evaluator's Name Dewin Fredrickson

Date of Rating 3/5/25

Experience/References -- Rate the respondent for experience in the following areas:

<u>Factor</u>	<u>Max.Pts.</u>	<u>Score</u>
1. Customer Satisfaction	5	<u>5</u>
2. Past Performance with The City/	5	<u>0</u>
3. Relevant information provided by client references who have done similar scope and size of work	5	<u>5</u>
Subtotal, Experience	<u>15</u>	<u>10</u>

Operational Plan-- Rate the respondent for experience in the following areas:

<u>Factor</u>	<u>Max.Pts.</u>	<u>Score</u>
1. Company Information	7	<u>7</u>
2. Equipment to perform contract requirements	7	<u>7</u>
3. Number of employees to perform contract requirements / Personnel Information	7	<u>7</u>
4. References	7	<u>7</u>
5. Experience with contracts similar in size and scope	7	<u>7</u>
Subtotal, Performance	<u>35</u>	<u>35</u>

Price

<u>Factor</u>	<u>Max.Pts.</u>	<u>Score</u>
A = Lowest Proposal \$ <u>81,304.52</u>		
B = Bidder's Proposal \$ <u>89,474.00</u>		<u>45</u>
A ÷ B X 50 equals Respondent's Score	<u>50</u>	

TOTAL SCORE

<u>Factor</u>	<u>Max.Pts.</u>	<u>Score</u>
☐ Experience	15	<u>10</u>
☐ Operational Plan	35	<u>35</u>
☐ Price	50	<u>45</u>
Total Score	<u>100</u>	<u>90</u>

Comments:



Jacksonville City Council

AGENDA ITEM REPORT

AGENDA DATE:	3/11/2025	ITEM NUMBER:	14.
DEPARTMENT:	Administration	PREPARED BY:	James Hubbard, CITY MANAGER
INITIATED BY:	James Hubbard, CITY MANAGER	EXHIBITS:	
ITEM TITLE:	DISCUSS AND CONSIDER POSSIBLE ACTION AN AMENDMENT TO ARTICLE VII OF THE RULES AND REGULATIONS GOVERNING LAKE JACKSONVILLE, ADDING A SECTION CLARIFYING THE PROHIBITION OF SHORT-TERM RENTALS ON CITY-OWNED LEASE LOTS		

EXECUTIVE SUMMARY:

In Texas, a short-term rental (STR) is generally defined as the rental of a residential dwelling, or accessory unit, for less than 30 consecutive days. This definition aligns with the vacation rental terminology used in other states and is generally consistent across cities in Texas. Pursuant to Article VII, Section 8 (see below) of the Rules and Regulations Governing Lake Jacksonville (Lakes Regulations), STRs have historically been prohibited on City-owned lease lots.

As the STR industry continues to grow and evolve, staff recommend the addition of Section 11 to Article VII of the Lake Regulations to provide clarity relating to the prohibition of STRs. This was discussed and unanimously supported by the Lake Jacksonville Advisory Board at their January 31, 2025 meeting.

Existing

SECTION 8 COMMERCIAL ENTERPRISE ON RESIDENTIAL LOT.

The applicable regulations, restrictions and procedures of the City of Jacksonville Zoning Ordinance shall apply to all Lake Jacksonville lease lots located inside the city limits of Jacksonville. All Lake Jacksonville lease lots located outside of the city limits of the City of Jacksonville shall be restricted to residential purposes only. No business or commercial enterprise other than City Council approved concessionaires, shall be allowed to occupy any structure or operate from any lease lot outside the city limits. This does not prohibit normal home occupations as defined by the Zoning Ordinance of the City of Jacksonville, Texas. This section does not apply to pile-driving operations at Lake Jacksonville.

Proposed

SECTION 11 SHORT-TERM RENTALS: PROHIBITED

Short-term rentals are prohibited on City-owned lease lots. Short-term rentals are defined as the rental, advertisement for rent, or any offer for rental of any dwelling or any portion thereof for a period of less than thirty consecutive days.

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:	<u>3/11/2025</u>	ITEM NUMBER:	<u>16.</u>
DEPARTMENT:	<u>Council and Board</u>	PREPARED BY:	<u>Greg Lowe, City Clerk</u>
INITIATED BY:	<u>Greg Lowe, City Clerk</u>	EXHIBITS:	<u>January 2025 Financial Report, JPD Monthly Report 02.25, JFD Monthly Report Feb.2025, PCS council report Feb 2025, Library Report February 2024, Museum Report February 25</u>
ITEM TITLE:	<u>CITY MANAGER REPORT</u>		

EXECUTIVE SUMMARY:

The reports following this council agenda report on the departmental monthly reports and are part of the required city manager's monthly report to the Council.

RECOMMENDED ACTION:

No action necessary.

BID AND AWARD:

BUDGET DATA:

BUDGET JUSTIFICATION:

STRATEGY MAP

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

POLICY/GOAL CONSIDERATION:**LEGAL:**

The city charter requires that the city manager provides a monthly report to the Council.



CITY OF
JACKSONVILLE
— TEXAS —

MONTHLY FINANCIAL REPORT FOR THE PERIOD ENDING JANUARY 31, 2025



Unity In Action



Visit Our Website
www.jacksonvilletx.org

OVERVIEW

As of January 31, 2025, we have completed four months of the FY 2025 budget year. At this point, the year-to-date budget benchmark for comparison is **33.3%**.

Total combined revenue for the **General and Utility Funds** stands at **\$21,248,733**, exceeding budget expectations at **57.6%** of the annual budgeted amount. This represents an increase of **\$12,432,402 (141%)** over FY 2024 revenue, primarily driven by the issuance of **Series 2024B Certificates of Obligation (COs)** totaling **\$11.7 million**.

Total combined expenditures for the **General and Utility Funds** amount to **\$6,964,350**, remaining below both revenue received and budgeted projections at **16.8%** of the annual budgeted amount. Compared to FY 2024, expenditures have increased by **\$350,667 (5.3%)**.

YEAR TO DATE (YTD) ACTIVITY

▲ **Property Taxes** are **70.9%** of the Y-T-D projection.

▲ **Sales Taxes** are **33.3%** of the Y-T-D projection.

■ **Sanitation Fees** are **32.6%** of the Y-T-D projection.

■ **EMS/Ambulance Service Fees** are **28.4%** of the Y-T-D projection.

■ **Water Sales** are **29.1%** of the Y-T-D projection.

■ **Sewer Sales** are **27%** of the Y-T-D projection.

COMPARISON TO LAST YEAR

▲ **Property Taxes** are **117.7%** of prior year.

▲ **Sales Taxes** are **114.2%** of prior year.

▲ **Sanitation Fees** are **104%** of prior year.

■ **EMS/Ambulance Service Fees** are **89.7%** of prior year.

▲ **Water Sales** are **104.7%** of prior year.

▲ **Sewer Sales** are **116%** of prior year.

GENERAL FUND REVENUE

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

	January 2025					Year-To-Date				Annual			Prior Year			
	Signal	Actual	Projected	%		Signal	Actual	Projected	%	Actual	Projected	%	Actual	Projected	%	
Taxes		\$ 1,771,348	\$ 718,275	246.6%		\$ 4,803,867	\$ 2,873,101	167.2%		\$ 4,803,867	\$ 8,619,302	55.7%		\$ 4,111,783	\$ 8,447,162	48.7%
Franchise Fees		155,334	108,712	142.9%		482,511	434,849	111.0%		482,511	1,304,546	37.0%		513,709	1,282,000	40.1%
Intergovernmental Revenue		4,456	5,667	78.6%		46,188	22,667	203.8%		46,188	68,000	67.9%		-	150,000	0.0%
Fines & Forfeiture		38,619	47,446	81.4%		150,202	189,783	79.1%		150,202	569,350	26.4%		164,534	562,850	29.2%
License & Permits		2,298	4,704	48.9%		8,960	18,817	47.6%		8,960	56,450	15.9%		12,780	45,800	27.9%
Fees & Charges For Services		285,651	237,137	120.5%		860,346	948,549	90.7%		860,346	2,845,647	30.2%		862,470	2,770,807	31.1%
Investment Income		26,261	29,184	90.0%		102,383	116,735	87.7%		102,383	350,205	29.2%		120,972	385,000	31.4%
Miscellaneous Receipts		5,642	11,188	50.4%		60,115	44,751	134.3%		60,115	134,253	44.8%		168,027	255,573	65.7%
Transfers In		124,653	124,653	100.0%		498,614	498,614	100.0%		498,614	1,495,841	33.3%		510,702	1,532,105	33.3%
Total Revenues		\$ 2,414,262	\$ 1,286,966	187.6%		\$ 7,013,184	\$ 5,147,865	136.2%		\$ 7,013,184	\$ 15,443,594	45.4%		\$ 6,464,977	\$ 15,431,297	41.9%

YEAR-TO-DATE OVERVIEW

As of January 31, 2025—the fourth month of the FY25 budget year—general fund non-property tax revenue totaled **\$3,364,136**, falling **\$67,244** short of projections. However, total revenue, including property taxes, **exceeded projections by \$1,865,319**, reflecting an **8.5% increase** compared to the same period last fiscal year.

PROPERTY TAXES

Property tax collections through January totaled **\$3,649,048**, exceeding projections by **\$1,932,563** and surpassing the prior year's collections by **\$548,468 (17.7%)**.

The majority of property tax revenue is typically collected within the first five months of the fiscal year. Taxes are due by **January 31**, after which unpaid balances accrue penalties and interest.

SALES TAXES

As of January 31, sales tax revenue totaled **\$1,154,819**, trailing projections by **\$1,796** but reflecting a **\$143,616 increase** compared to the previous fiscal year.

FRANCHISE FEES

Year-to-date franchise fee revenue stands at **\$482,511**, surpassing projections by **\$47,662**. However, this represents a **6.1% decrease (\$31,198)** compared to the same period last year.

INTERGOVERNMENTAL REVENUE

Intergovernmental revenue includes grants and reimbursements from local, county, state, and federal sources. As of January 31, 2025, **\$46,188** has been received from JEDCO for the demolition of substandard structures.

MUNICIPAL COURT

Municipal Court revenue through January totaled **\$150,202**, falling **\$39,581 below projections** and reflecting a **\$14,332 decrease** compared to FY 2024.

LICENSES & PERMITS

License and permit revenue amounted to **\$8,960**, which is **\$9,857 below projections** and **\$3,821 less** than the same period in FY 2024.

FEES & CHARGES FOR SERVICES

Year-to-date revenue from fees and charges for services reached **\$860,346**, falling **\$88,203 short of projections** and **decreasing by \$2,124 (0.2%)** compared to last year.

This category primarily includes **sanitation fees, EMS/ambulance service fees, and Lake Jacksonville leases**. Fee increases for **EMS/ambulance services and sanitation services** took effect **January 1**.

INVESTMENT INCOME

Investment income totaled **\$102,383**, falling **\$14,352 below projections**. Interest earned on the city's investments decreased by **\$18,590** compared to FY 2024.

MISCELLANEOUS RECEIPTS

As of January 31, miscellaneous revenue amounted to **\$60,115**, exceeding year-to-date projections by **\$15,364** but reflecting a **\$107,912 decrease** compared to the prior year.

The decrease is primarily due to the **sale of capital property totaling \$130,373 in the previous fiscal year**, which was not repeated in FY 2025.

TRANSFERS IN

Monthly transfers reimburse the General Fund for **general, administrative, and other applicable expenses** incurred by the transferring fund.

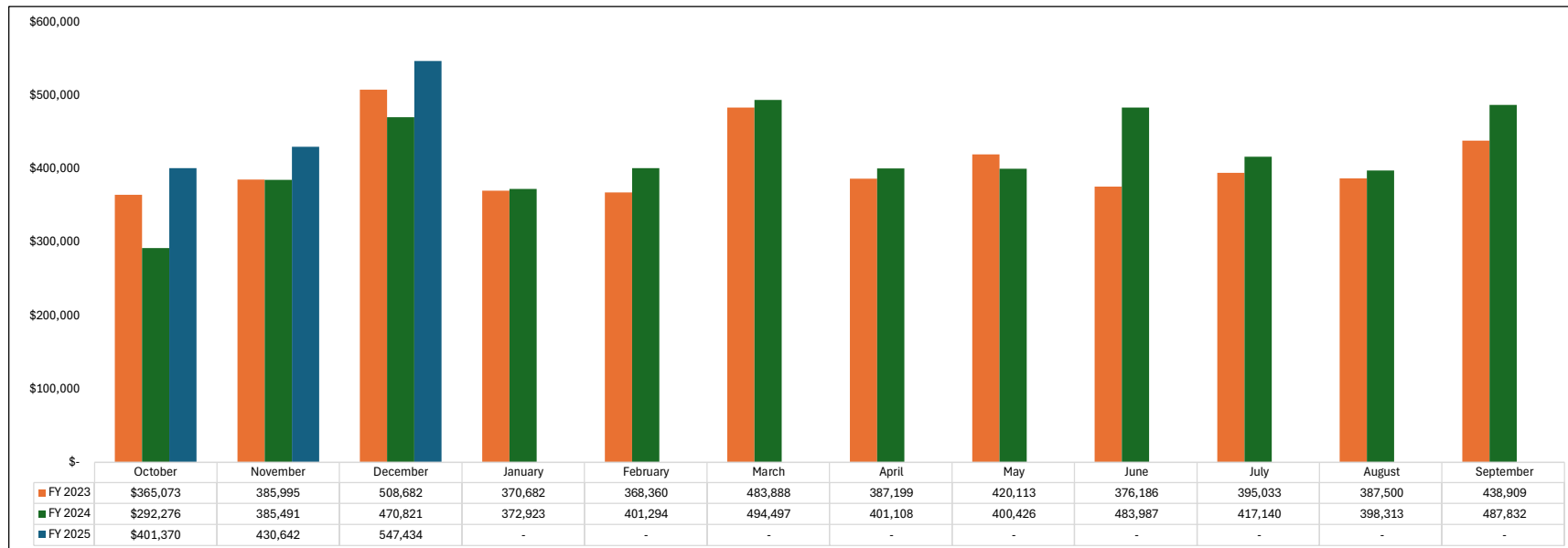
FY 2025 Transfers to the General Fund:

- Water/Wastewater Utility: \$1,422,014
- Hotel/Motel Occupancy Tax: \$56,052
- Court Security: \$17,775



Sales Tax History: Fiscal Years 2023 - 2025

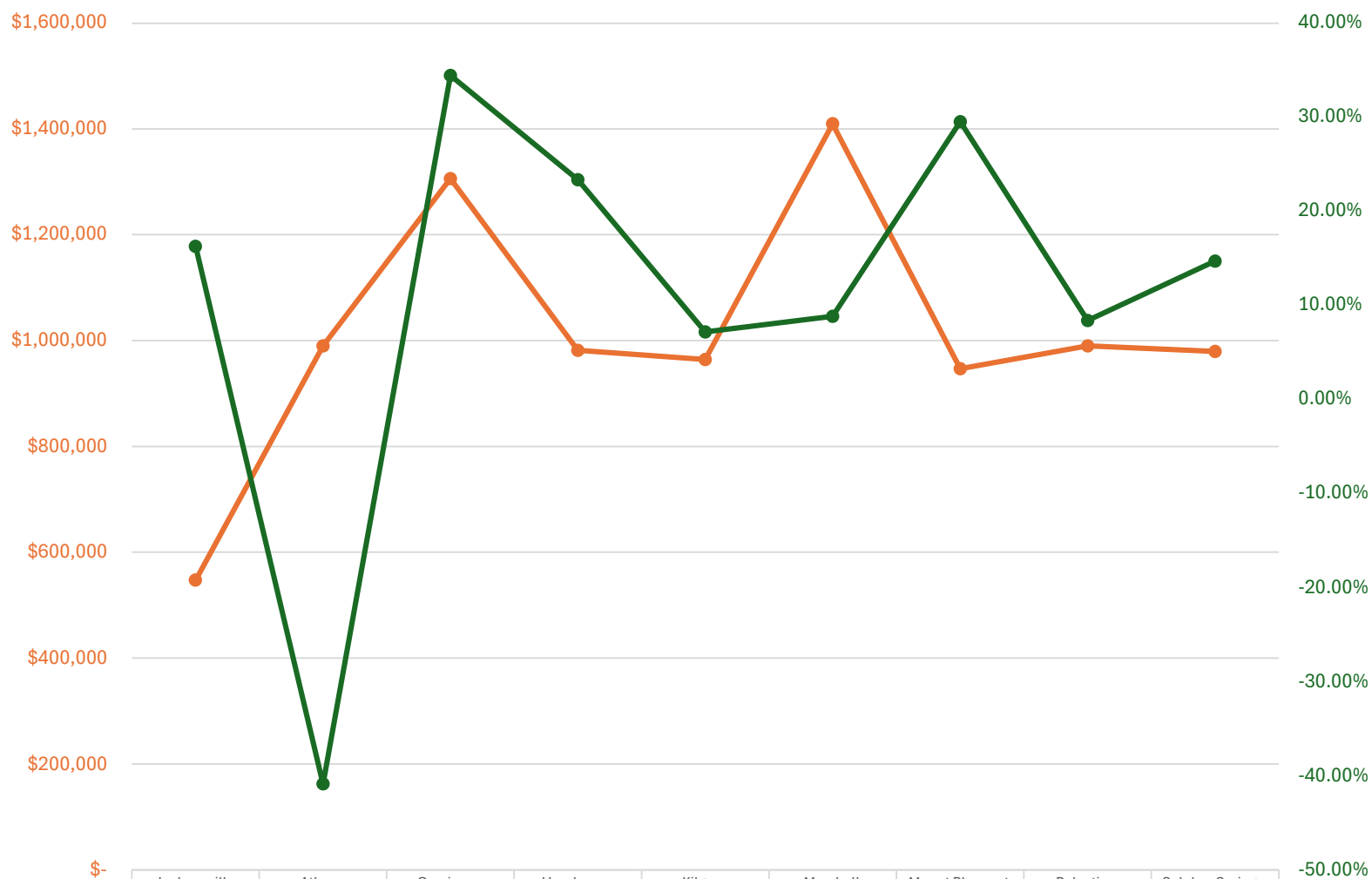
FY 2023					FY 2024					FY 2025				
	CITY	JEDCO	TOTAL	CUMULATIVE		CITY	JEDCO	TOTAL	CUMULATIVE		CITY	JEDCO	TOTAL	CUMULATIVE
	66.67%	33.33%	100.00%	TOTAL		66.67%	33.33%	100.00%	TOTAL		66.67%	33.33%	100.00%	TOTAL
October	\$ 243,382	\$ 121,691	\$ 365,073	\$ 365,073	October	\$ 194,851	\$ 97,425	\$ 292,276	\$ 292,276	October	\$ 267,580	\$ 133,790	\$ 401,370	\$ 401,370
November	257,330	128,665	385,995	751,068	November	256,994	128,497	385,491	677,767	November	287,094	143,547	430,642	832,012
December	339,121	169,561	508,682	1,259,750	December	313,881	156,940	470,821	1,148,588	December	364,956	182,478	547,434	1,379,446
January	247,121	123,561	370,682	1,630,432	January	248,616	124,308	372,923	1,521,512	January	-	-	-	1,379,446
February	245,573	122,787	368,360	1,998,791	February	267,530	133,765	401,294	1,922,806	February	-	-	-	1,379,446
March	322,592	161,296	483,888	2,482,679	March	329,665	164,832	494,497	2,417,303	March	-	-	-	1,379,446
April	258,133	129,066	387,199	2,869,878	April	267,405	133,703	401,108	2,818,410	April	-	-	-	1,379,446
May	280,075	140,038	420,113	3,289,991	May	266,951	133,475	400,426	3,218,837	May	-	-	-	1,379,446
June	250,791	125,395	376,186	3,666,177	June	322,658	161,329	483,987	3,702,823	June	-	-	-	1,379,446
July	263,355	131,678	395,033	4,061,210	July	278,093	139,047	417,140	4,119,963	July	-	-	-	1,379,446
August	258,334	129,167	387,500	4,448,710	August	265,542	132,771	398,313	4,518,276	August	-	-	-	1,379,446
September	292,606	146,303	438,909	4,887,620	September	325,221	162,611	487,832	5,006,108	September	-	-	-	1,379,446
	\$ 3,258,413	\$ 1,629,207	\$ 4,887,620			\$ 3,337,405	\$ 1,668,703	\$ 5,006,108			\$ 919,631	\$ 459,815	\$ 1,379,446	





City of Jacksonville, Texas
Financial Statement
As of January 31, 2025

Sales Tax FY 2025 - December - Period 3





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 - 2025								
	% Δ Month	% Δ Month	% Δ Month	% Δ Month	% Δ Month	% Δ Month	% Δ Month	% Δ Month	% Δ Month	% Δ Month	% Δ Month	% Δ Month
Oct-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	15.2%	-2.1%	11.1%	16.2%	-5.8%	-8.6%	2.6%	-17.5%	-18.5%	14.6%	5.1%	-1.8%
Dec-24	-4.1%	9.9%	37.3%	25.8%	10.0%	12.8%	3.3%	-9.8%	1.4%	25.7%	22.7%	10.7%
Jan-25	18.0%	11.6%	11.7%	9.0%	6.5%	-10.0%	4.7%	-1.6%	-7.4%	-3.9%	1.6%	0.5%
Feb-25	5.8%	7.6%	16.3%	-40.9%	34.4%	23.3%	7.2%	8.8%	29.5%	8.4%	14.7%	5.9%
Mar-25												
Apr-25												
May-25												
Jun-25												
Jul-25												
Aug-25												
Sep-25												
	2025 - 2022	2025 - 2023	2025 - 2024	2024 - 2025								
	% Δ YTD	% Δ YTD	% Δ YTD	% Δ YTD	% Δ YTD	% Δ YTD	% Δ YTD	% Δ YTD	% Δ YTD	% Δ YTD	% Δ YTD	% Δ YTD
Oct-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	15.7%	-2.6%	7.2%	10.6%	-2.0%	-1.2%	7.5%	-11.8%	-15.8%	0.9%	-0.8%	-1.4%
Dec-24	8.7%	1.0%	15.1%	15.3%	1.8%	3.4%	6.1%	-11.1%	-10.3%	8.0%	6.1%	2.3%
Jan-25	10.9%	3.5%	14.2%	13.8%	3.0%	-0.1%	5.8%	-9.0%	-9.6%	4.8%	4.9%	1.9%
Feb-25	9.6%	4.4%	14.7%	-5.8%	10.3%	4.7%	6.1%	-4.9%	-1.7%	5.7%	7.1%	2.9%
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	January 2025			Prior Year		
	YTD Actual	Annual Budget	% of Budget	YTD Actual	Annual Budget	% of Budget
Non-Department	\$ 345,099	\$ 702,928	49.1%	\$ 184,105	\$ 911,106	20.2%
Administration	191,338	733,825	26.1%	190,108	933,155	20.4%
I.T.	40,689	231,390	17.6%	38,091	233,023	16.3%
Communications	13,640	23,317	58.5%	21,321	53,465	39.9%
H.R.	62,957	223,610	28.2%	71,517	231,270	30.9%
Finance	195,389	511,509	38.2%	196,864	491,090	40.1%
Municipal Court	64,652	203,420	31.8%	61,578	218,089	28.2%
Police	1,292,511	4,336,772	29.8%	1,151,078	3,643,810	31.6%
Dispatch	-	-	0.0%	137,549	440,151	31.3%
Code Enforcement	79,052	283,146	27.9%	71,631	267,545	26.8%
Animal Services	77,546	290,814	26.7%	73,706	268,727	27.4%
Fire & EMS	1,110,487	3,771,274	29.4%	1,138,141	3,528,593	32.3%
Public & Community Services	33,617	107,775	31.2%	26,103	106,721	24.5%
Development Services	106,546	295,380	36.1%	55,419	397,516	13.9%
Traffic & Lighting	44,164	260,731	16.9%	56,442	248,338	22.7%
Streets	239,098	579,850	41.2%	184,906	489,018	37.8%
Sanitation	275,063	1,136,302	24.2%	255,147	1,067,467	23.9%
Library	150,014	450,599	33.3%	141,613	446,918	31.7%
Texana Museum	12,844	41,158	31.2%	19,338	54,245	35.6%
Parks	212,144	784,368	27.0%	111,539	783,392	14.2%
Recreation	13,466	157,429	8.6%	20,338	179,355	11.3%
Cemetery	36,631	183,502	20.0%	34,292	193,039	17.8%
Lake	9,789	122,394	8.0%	7,528	113,468	6.6%
Total Expenditures	\$ 4,606,737	\$ 15,431,490	29.9%	\$ 4,248,353	\$ 15,299,501	27.8%

YEAR-TO-DATE OVERVIEW

As of **January 31, 2025**, the fourth month of the **FY 2025 budget year**, the year-to-date expenditure benchmark stands at **33.3%**. **Total General Fund expenditures** amounted to **\$4,606,737**, representing **29.9%** of the annual budget, keeping overall spending below budgetary expectations.

NON-DEPARTMENT

Non-Department expenditures ended the month at **49.1%** of the annual budget. This variance is primarily due to the **annual payment for general property, plant, and equipment liability insurance**, which is due on **October 1** each year. This single payment accounts for **30.3%** of the department's total budget.

COMMUNICATIONS

The **Communications Department** recorded expenditures at **58.5%** of its annual budget. This overage results from the **annual payment to CivicPlus for website and citizen engagement software**, which is made at the beginning of the fiscal year.

FINANCE

The **Finance Department** concluded January with expenditures at **38.2%** of the annual budget, exceeding the **33.3%** benchmark. This is due to **two quarterly payments to the Cherokee County Appraisal District** for appraisal and tax collection costs. These payments, made in full at the start of each quarter, represent the largest budget items in the department.

DEVELOPMENT & FACILITY SERVICES

As of **January 31**, the **Development & Facility Services Department** exceeded the **33.3%** year-to-date benchmark, with expenditures running ahead of projections. This variance is primarily attributed to **demolition costs for substandard structures**, which were incurred earlier in the fiscal year.

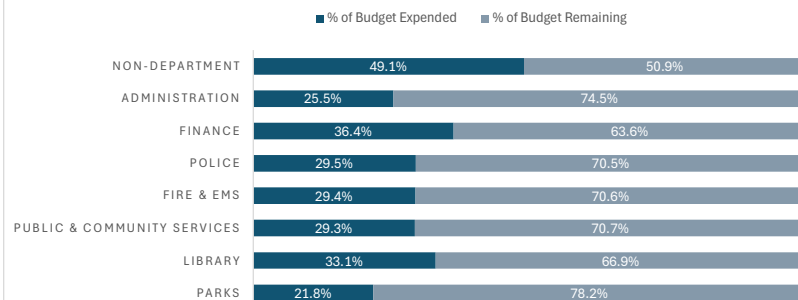
STREETS & INFRASTRUCTURE

The **Streets & Infrastructure Department** recorded expenditures at **41.2%** of the annual budget at the close of January. This variance is primarily due to **capital lease payments for the department's street sweeper, haul truck, and trailer**, with the annual payment made this month.

OTHER DEPARTMENTS

All **other departments** remained **at or below** their projected expenditure levels for January, staying within budgetary expectations.

BUDGET COMPARISON





UTILITY FUND REVENUES

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

	January 2025					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		825	88,007	0.9%			8,250	352,028	2.3%		8,250	1,056,084	0.8%		73,104	710,138	10.3%	
Fines & Forfeiture		-	-	0.0%			-	-	0.0%		-	-	0.0%		-	-	0.0%	
License & Permits		-	-	0.0%			-	-	0.0%		-	-	0.0%		-	-	0.0%	
Fees & Charges For Services		564,059	692,340	81.5%			2,362,092	2,769,361	85.3%		2,362,092	8,308,082	28.4%		2,140,144	7,443,665	28.8%	
Investment Income		44,938	25,000	179.8%			137,773	100,000	137.8%		137,773	300,000	45.9%		135,752	384,155	35.3%	
Miscellaneous Receipts		18,061	980,368	1.8%			11,727,434	3,921,471	299.1%		11,727,434	11,764,413	99.7%		2,354	25,614	9.2%	
Transfers In		-	-	0.0%			-	-	0.0%		-	-	0.0%		-	-	0.0%	
Total Revenues		\$ 627,883	\$ 1,785,715	35.2%			\$ 14,235,549	\$ 7,142,860	199.3%		\$ 14,235,549	\$ 21,428,579	66.4%		\$ 2,351,354	\$ 8,563,572	27.5%	

YEAR-TO-DATE OVERVIEW

Total Utility Fund revenue for **January** amounted to **\$14,235,549**, significantly exceeding the monthly projection by **\$7,092,689** and surpassing prior-year collections by **\$ 11,884,195**.

The **variance to budget** is primarily due to the **\$11.7 million** received from the issuance of **Certificates of Obligation (COs)**, which were funded in December.

INTERGOVERNMENTAL REVENUE

Intergovernmental revenue includes grants and reimbursements from **local, county, state, and federal sources**. As of **January 31**, **\$8,250** in **ARPA** revenue has been received.

WATER SALES

Water sales revenue totaled **\$1,203,147**, falling **\$173,507** below projections. However, compared to FY 2024, water sales reflect a **4.7% increase** as of January 31.

In **January**, the city billed **58,663,645** gallons of water, a **0.2% decrease** compared to **January 2024**. Year-to-date, **266,008,910** gallons have been billed, which represents **102.1%** of the year-to-date total for FY 2024.

SEWER CHARGES

Year-to-date sewer charges revenue totaled **\$1,068,375**, falling **\$248,997** short of projections. However, billing increased by **16% (\$147,549)** compared to **January 2024**.

Sanitary sewer revenue is directly influenced by **water consumption patterns**.

OTHER CHARGES FOR SERVICE

As of **January 31**, revenue from other charges for service totaled **\$28,083**, falling **\$12,583** below projections.

This category is primarily driven by **tap fees**, which cover the costs of connecting **homes and businesses** to the city's **water and sewer systems**.

FINES AND FORFEITURES

Revenue from fines and forfeitures totaled **\$62,486** for January, exceeding projections by **\$2,652**.

This revenue source consists of **penalties on past-due utility bills** and is influenced by **payment timing** and the size of **outstanding balances**.

INVESTMENT INCOME

Investment income for **January** totaled **\$137,773**, exceeding the monthly projection by **37.8%** and **\$2,022** ahead of prior-year receipts.

MISCELLANEOUS RECEIPTS

Miscellaneous revenue, which includes **sales of non-inventory items, collections, and recoveries**, totaled **\$11,727,434** through January.

The **Series 2024B Certificates of Obligation** were funded in **December** to support **upgrades and expansion** of the city's **Double Creek Wastewater Treatment Plant (WWTP)**. These bonds were issued through the **Texas Water Development Board (TWDB)**.

As part of the issuance, **\$8,151,500** was disbursed to the city by **TWDB as Principal Forgiveness**, meaning the city **will not be required to pay debt service on this amount**.



UTILITY FUND EXPENDITURES

Department	January 2025			Prior Year		
	YTD Actual	Annual Budget	% of Budget	YTD Actual	Annual Budget	% of Budget
Non-Department	\$ 1,109,335	\$ 19,129,263	5.8%	\$ 950,682	\$ 3,356,466	28.3%
Administration						
Communications	-	-	0.0%	8,229	28,055	29.3%
Finance						
Utility Billing	226,878	610,534	37.2%	204,213	609,385	33.5%
Public & Community Services	181,748	799,563	22.7%	170,147	785,218	21.7%
Water Production	168,268	737,996	22.8%	273,234	1,299,475	21.0%
Water Distribution	147,291	1,867,257	7.9%	147,946	1,300,718	11.4%
Wastewater Collection	269,614	1,819,918	14.8%	292,321	910,323	32.1%
Wastewater Treatment	254,480	1,082,894	23.5%	318,558	1,196,969	26.6%
Total Expenditures	\$ 2,357,613	\$ 26,047,425	9.1%	\$ 2,365,330	\$ 9,486,609	24.9%

OVERVIEW

As of **January 31, 2025**, the **fourth month of the FY 2025 budget year**, the **year-to-date budget percentage** for comparison is **33.3%**.

Year-to-date expenditures totaled **\$2,357,613**, representing **9.1% of the annual budget**.

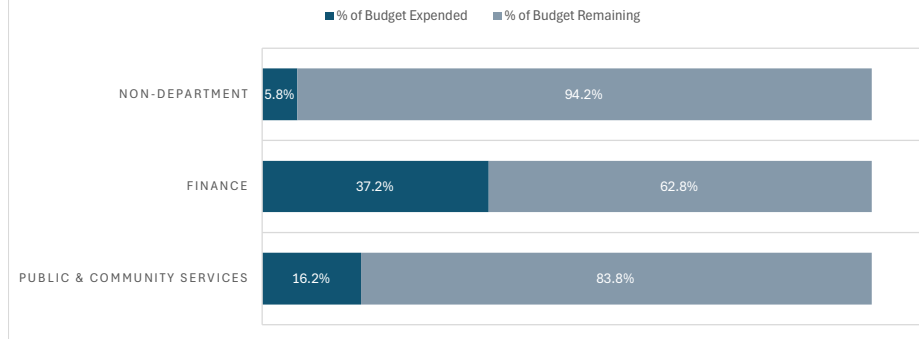
The **low percentage of budget utilization** is primarily due to the **\$11.7 million** allocated for the **Series 2024B Wastewater Treatment Plant Upgrade and Expansion Bond Project**. While **100% of the bond proceeds** are budgeted for expenditure within FY 2025, any **unspent funds** at the end of the fiscal year will be **re-budgeted in subsequent fiscal years** until fully expended.

UTILITY BILLING

The **Utility Billing Department** recorded expenditures at **37.2%** of its annual budget. This overage results from the **annual payment to Aquametric for Automated Meter Reading & Customer Portal software**, which was made this month.

All other departments **remained below budgeted expectations** through January.

BUDGET COMPARISON





City of Jacksonville, Texas
Financial Statement
As of January 31, 2025

Account Number	Project Description	FY 2025 Budget	Y-T-D Activity	Balance
<u>INFORMATION TECHNOLOGY</u>				
101-101-01-58881-000	Computer Replacement Program- Replace 20% of Citywide Computers Annually	\$ 43,600	\$ -	\$ 43,600
<u>POLICE</u>				
104-400-02-58883-000	Police Vehicle Replacement Program- 3 New Vehicles w/ Upfitting Per Year	279,000	176,142	102,858
<u>FIRE / EMS</u>				
103-500-02-58880-000	Fire Station #2 Renovation	188,000	11,950	176,050
104-500-02-58881-000	Equipment Replacement Program- Power-Load Replacements for Medic Units	65,000	781,088	(716,088)
<u>PUBLIC & COMMUNITY SERVICES ADMINISTRATION</u>				
101-600-01-58881-000	Ice Machine- 50/50 split	2,500	-	2,500
201-600-06-58881-000	Ice Machine- 50/50 split	2,500	-	2,500
103-600-01-52700-000	Public & Community Services Equipment Building- Electrical Wiring	16,000	-	16,000
<u>STREETS & INFRASTRUCTURE</u>				
103-603-03-52710-000	Canada Street Improvement Project	2,400,000	8,420	2,391,580
103-603-03-55812-037	Canada Street Improvements Engineering- ARPA	-	18,998	(18,998)
103-603-03-52710-000	Street Improvement Projects	523,266	-	523,266
103-603-03-55812-000	Road/Street projects Engineering Services	-	-	-
103-603-03-52710-000	Forest Trail & Meadow Creek Retaining Wall	37,000	-	37,000
<u>WATER PRODUCTION</u>				
201-609-06-58880-000	Lighting at Wells & Water Treatment Plant	18,850	-	18,850
201-609-06-58881-000	Electric Pallet Jack	6,000	-	6,000
<u>WATER DISTRIBUTION</u>				
103-603-03-52710-000	US HWY 175 Utility Relocation - 35% street bonds	664,116	-	664,116
201-610-06-52712-000	US HWY 175 Utility Relocation - 35% department budget	664,116	-	664,116
201-610-06-52712-037	US HWY 175 Utility Relocation - 30% ARPA	556,084	8,250	547,834
201-610-06-58882-000	Fire Hydrant Replacement Project	-	1,805	(1,805)
<u>WASTEWATER COLLECTION</u>				
201-611-06-52702-000	Live Oak Apartments/Sunnydale St. Supplemental Environmental Project	250,000	67,136	182,864
201-611-06-52712-052	Nichols Green Trunk Line Infiltration and Inflow Project	575,000	-	575,000
201-611-06-58883-000	Vactor IMPACT Combination Sewer Jet/Vacuum Truck	440,307	-	440,307



City of Jacksonville, Texas
Financial Statement
As of January 31, 2025

Account Number	Project Description	FY 2025 Budget	Y-T-D Activity	Balance
<u>WASTEWATER TREATMENT</u>				
201-612-06-52702-000	Dogwood Lift Station	23,427	-	23,427
201-000-06-52712-000	TWDB 2022A- Sanitary Sewer System- Trunk Main, Manhole, Lift Station, Force Main Replacements & Improvements	4,870,384	40,552	4,829,832
201-000-06-58880-000	TWDB 2024B- Double Creek Wastewater Treatment Plant- Update & Expansion	11,535,357	11,130	11,524,227
201-612-06-58880-000	Upgrade Lighting in Double Creek Wastewater Treatment Plant Buildings	6,720	-	6,720
201-612-06-58881-000	60 kw Generator @ Lake Marina Lift Station	53,700	-	53,700
201-612-06-58881-000	Digester @ Wastewater Treatment Plant	66,873	-	66,873
<u>LIBRARY</u>				
101-700-04-58882-000	Security Cameras for the Library	-	8,255	(8,255)
101-700-04-58887-000	Library Books, Materials, & Other Media Replacement Program	42,000	19,904	22,096
103-700-04-58880-037	Library Façade Project	82,500	-	82,500
<u>PARKS</u>				
103-800-04-58884-037	Hazel Tilton Park - ARPA	57,048	57,048	(0)
103-800-04-58884-044	Hazel Tilton Park - Sale of Lake Lots	283,305	17,514	265,790
103-800-04-58884-037	Lincoln Park - ARPA	9,993	2,325	7,668
103-800-04-58884-051	Lincoln Park (Non Grant)	-	3,226	(3,226)
110-800-04-58884-051	Lincoln Park - Grant	300,000	52,500	247,500
104-800-04-58881-000	Batwing Mower Trailer	11,699	-	11,699
<u>LAKE JACKSONVILLE</u>				
103-803-04-58884-000	Lake Jacksonville Campground Improvements	40,000	-	40,000
103-803-04-58884-037	Lake Jacksonville Campground Improvements - ARPA	25,000	-	25,000
110-803-04-58884-011	Boating Access Improvements Project Concession Park Ramp (BAGP)	1,863,785	429,817	1,433,968
Total		\$ 26,003,130	\$ 1,716,060	\$ 24,287,070



FUND BALANCE SUMMARY (unaudited)

Fund	Beginning Fund Balance 09/30/2024	Revenue	Expense	Ending Fund Balance 12/31/2024	Target Fund Balance	Over / (Under) Target Fund Balance
101 GENERAL FUND	\$ 4,692,168.40	\$ 6,991,483.37	\$ 4,595,631.58	\$ 7,088,020.19	\$ 3,086,298.01	\$ 4,001,722.18
DESIGNATED DONATIONS- STATE OF THE CITY DONATIONS	1,020.00	-	-	1,020.00		
DESIGNATED DONATIONS- POLICE DONATIONS	24,185.74	3,700.00	7,348.45	20,537.29		
DESIGNATED DONATIONS- ANIMAL SHELTER DONATIONS	9,743.19	14,595.55	-	24,338.74		
DESIGNATED DONATIONS- FIRE/EMS DONATIONS	(1,395.00)	-	-	(1,395.00)		
DESIGNATED DONATIONS- LIBRARY DONATIONS	9,498.21	1,643.00	-	11,141.21		
DESIGNATED DONATIONS- LIBRARY NWSPPR DGTZTN	21,960.00	-	-	21,960.00		
DESIGNATED DONATIONS- MUSEUM DONATIONS	3,982.64	1,762.00	2,357.05	3,387.59		
DESIGNATED DONATIONS- MUSEUM RENOVATION	1,900.00	-	-	1,900.00		
DESIGNATED DONATIONS- PARKS & REC DONATIONS	2,152.00	-	1,400.00	752.00		
102 DEBT SERVICE FUND	324,631.77	1,508,897.84	910.00	1,832,619.61	210,846.00	1,621,773.61
103 CAPITAL PROJECTS FUND (GENERAL)	5,051,439.70	174,473.92	272,621.98	4,953,291.64		
104 VEHICLE / EQUIPMENT REPLACEMENT FUND	1,022,674.20	962,494.08	957,230.49	1,027,937.79		
110 GRANT FUND	927,379.36	63,316.09	506,422.63	484,272.82		
Total Major Governmental Funds	12,091,340.21	9,722,365.85	6,343,922.18	15,469,783.88		
111 TOURISM- HOTEL / MOTEL OCCUPANCY TAX FUND	394,876.88	101,962.72	74,169.09	422,670.51		
120 TOURISM- VENUE PROJECT FUND	(9,075.15)	98,642.63	106,399.40	(16,831.92)		
112 COURT- TECHNOLOGY FUND	-	(25,978.13)	(1,200.00)	(24,778.13)		
113 COURT- SECURITY FUND	165,544.73	6,178.91	5,925.12	165,798.52		
114 COURT- CHILD SAFETY TRUST FUND	14,753.60	914.68	-	15,668.28		
115 POLICE- STATE FORFEITURE FUND	37,180.22	568.38	-	37,748.60		
116 POLICE- FEDERAL FORFEITURE FUND	3,558.10	54.40	-	3,612.50		
118 POLICE- LEOSE FUND	5,818.78	88.96	-	5,907.74		
Total Nonmajor Governmental Funds	612,657.16	182,432.55	185,293.61	609,796.10		
201 WATER & WASTEWATER UTILITY FUND	8,147,518.00	14,235,548.60	2,357,612.73	20,025,453.87	6,422,652.66	13,602,801.21
Total Enterprise Funds	8,147,518.00	14,235,548.60	2,357,612.73	20,025,453.87		
301 BEAUTIFICATION FUND	20,248.12	3,181.83	3,223.00	20,206.95		
Total Fiduciary Fund	20,248.12	3,181.83	3,223.00	20,206.95		
Grand Total- All Funds	\$ 20,871,763.49	\$ 24,143,528.83	\$ 8,890,051.52	\$ 36,125,240.80		



City of Jacksonville, Texas
Financial Statement
As of January 31, 2025

		Original Total Budget	Current Total Budget	M-T-D Activity	Y-T-D Activity	% of Budget	Budget Remaining	Prior Year Y-T-D Activity	INC/(DEC) Prior Year
101 - GENERAL FUND- DETAIL									
REVENUE									
41-TAXES									
101-41400	AD VALOREM TAX- CURRENT	\$ 4,982,375	\$ 4,982,375	\$ 1,456,870	\$ 3,560,262	71.5%	\$ 1,422,113	\$ 3,092,442	\$ 467,819
101-41401	AD VALOREM TAX- PRIOR	120,118	120,118	18,924	69,093	57.5%	51,026	45,927	23,166
101-41402	AD VALOREM TAX- PENALTY & INTEREST	82,342	82,342	6,049	19,694	23.9%	62,648	15,520	4,174
101-41403	AD VALOREM TAX- MISCELLANEOUS	11,930	11,930	-	-	0.0%	11,930	-	-
101-41404	SALES TAX	3,441,746	3,441,746	287,094	1,145,438	33.3%	2,296,308	1,002,784	142,653
101-41405	SALES TAX- TIMELY FILING DISCOUNT	600	600	49	198	33.1%	402	193	6
101-41406	MIXED BEVERAGE TAX	27,500	27,500	2,362	9,183	33.4%	18,317	8,225	957
101-41408	PROPERTY TAX REBATE	(53,309)	(53,309)	-	-	0.0%	(53,309)	(53,309)	53,309
101-41409	PAYMENT IN LIEU OF TAX	6,000	6,000	-	-	0.0%	6,000	-	-
*** REVENUE CATEGORY TOTALS ***		8,619,302	8,619,302	1,771,348	4,803,867	55.7%	3,815,435	4,111,783	692,084
42-FRANCHISE FEES									
101-42410	ROW RENTAL FEES- ELECTRICITY	500,000	500,000	105,970	247,829	49.6%	252,171	272,503	(24,674)
101-42411	ROW RENTAL FEES- GAS UTILITIES	125,000	125,000	-	20,360	16.3%	104,640	22,408	(2,048)
101-42412	ROW RENTAL FEES- TELECOM	17,000	17,000	47	3,671	21.6%	13,329	6,566	(2,895)
101-42413	ROW RENTAL FEES- CABLE TV	102,934	102,934	-	21,383	20.8%	81,551	24,809	(3,426)
101-42414	SANITATION FRANCHISE FEES	130,000	130,000	9,696	38,555	29.7%	91,445	49,581	(11,026)
101-42415	LANDFILL CONTRACT FEES	429,612	429,612	39,622	150,713	35.1%	278,899	137,841	12,872
*** REVENUE CATEGORY TOTALS ***		1,304,546	1,304,546	155,334	482,511	37.0%	822,035	513,709	(31,198)
43-INTERGOVERNMENTAL REVENUE									
101-43426	JEDCO FINANCING	50,000	50,000	4,456	46,188	92.4%	3,812	-	46,188
101-43427	MISCELLANEOUS GRANT REVENUE	18,000	18,000	-	-	0.0%	18,000	-	-
*** REVENUE CATEGORY TOTALS ***		68,000	68,000	4,456	46,188	67.9%	21,812	-	46,188
44-FINES & FORFEITURE									
101-44440	MUNICIPAL COURT- ADMINISTRATION FEES	240,000	240,000	14,649	53,652	22.4%	186,348	77,284	(23,632)
101-44444	MUNICIPAL COURT- FINES	315,000	315,000	22,934	92,685	29.4%	222,315	83,086	9,599
101-44445	MUNICIPAL COURT- JUDICIAL ADMIN FUND	600	600	30	101	16.8%	499	102	(1)
101-44446	MUNICIPAL COURT- JURY FUND	250	250	20	73	29.4%	177	79	(6)
101-44447	MUNICIPAL COURT- TRUANCY PREVENTION & DIVERSION	13,500	13,500	988	3,691	27.3%	9,809	3,983	(292)
*** REVENUE CATEGORY TOTALS ***		569,350	569,350	38,619	150,202	26.4%	419,148	164,534	(14,332)
45-LICENSE & PERMITS									
101-45450	BEER & WINE PERMIT-OFF PREMISE	500	500	-	90	18.0%	410	30	60
101-45451	BUILDING PERMITS	35,000	35,000	1,125	4,787	13.7%	30,214	6,162	(1,376)
101-45452	DEMOLITION PERMITS	1,500	1,500	-	-	0.0%	1,500	400	(400)
101-45453	ELECTRICAL PERMITS & LICENSES	7,500	7,500	313	1,553	20.7%	5,947	1,968	(416)
101-45454	EXCAVATION PERMITS	500	500	75	230	46.0%	270	150	80
101-45457	MECHANICAL PERMITS	1,000	1,000	80	80	8.0%	920	555	(475)
101-45458	OUTDOOR BURNING PERMITS	1,200	1,200	250	300	25.0%	900	450	(150)
101-45459	PLAT PERMITS	350	350	-	50	14.3%	300	-	50



City of Jacksonville, Texas
Financial Statement
As of January 31, 2025

		Original Total Budget	Current Total Budget	M-T-D Activity	Y-T-D Activity	% of Budget	Budget Remaining	Prior Year Y-T-D Activity	INC/(DEC) Prior Year
101-45460	PLUMBING & GAS PERMITS	5,000	5,000	456	1,446	28.9%	3,555	2,090	(644)
101-45461	SIGN PERMITS	2,500	2,500	-	150	6.0%	2,350	400	(250)
101-45462	SPRINKLER SYSTEM PERMITS	400	400	-	75	18.8%	325	100	(25)
101-45465	VENDOR PERMITS	200	200	-	200	100.0%	-	-	200
101-45466	ZONING PERMITS	800	800	-	-	0.0%	800	475	(475)
*** REVENUE CATEGORY TOTALS ***		56,450	56,450	2,298	8,960	15.9%	47,490	12,780	(3,821)
46-FEES & CHARGES FOR SERVICES									
101-46470	AMBULANCE FEES	935,000	935,000	96,942	265,147	28.4%	669,853	295,571	(30,423)
101-46471	AMBULANCE MEMBERSHIP FEES	26,650	26,650	2,128	8,544	32.1%	18,106	8,514	30
101-46472	ACCOUNT TRANSFER FEES	6,000	6,000	200	600	10.0%	5,400	1,000	(400)
101-46473	LAKE LOT LEASE FEES	93,000	93,000	33,881	34,281	36.9%	58,719	34,481	(200)
101-46474	FUEL PUMP SALES	100,000	100,000	-	1,434	1.4%	98,566	2,051	(617)
101-46475	CAMPGROUND RENTAL FEES	82,000	82,000	17,195	26,215	32.0%	55,785	17,200	9,015
101-46476	CONCESSION SALES	500	500	-	-	0.0%	500	-	-
101-46477	SANITATION FEES	1,503,507	1,503,507	124,909	489,736	32.6%	1,013,771	470,777	18,959
101-46478	GARBAGE CAN RENTAL FEES	-	-	-	4	0.0%	(4)	12	(8)
101-46479	SPECIAL PICK UP FEES	20,000	20,000	725	5,208	26.0%	14,792	5,110	98
101-46489	NSF CHECK FEES	-	-	-	-	0.0%	-	30	(30)
101-46493	POLICE DEPT FEES	2,500	2,500	168	324	13.0%	2,176	162	162
101-46494	ANIMAL SERVICES FEES	6,000	6,000	357	1,876	31.3%	4,124	2,297	(421)
101-46496	CEMETERY LOT SALES	25,000	25,000	2,010	5,250	21.0%	19,750	6,880	(1,630)
101-46497	INDUSTRIAL PARK RENTAL	3,550	3,550	6,076	15,076	424.7%	(11,526)	3,526	11,550
101-46498	LIBRARY FEES	12,500	12,500	1,035	4,365	34.9%	8,135	3,355	1,010
101-46499	PARKS & RECREATION FEES	7,800	7,800	25	185	2.4%	7,615	-	185
101-46500	RENTAL FEES	10,600	10,600	-	2,100	19.8%	8,500	11,505	(9,405)
101-46506	AQUATIC CENTER FEES	11,040	11,040	-	-	0.0%	11,040	-	-
*** REVENUE CATEGORY TOTALS ***		2,845,647	2,845,647	285,651	860,346	30.2%	1,985,301	862,470	(2,124)
47-INVESTMENT INCOME									
101-47510	INTEREST INCOME	350,205	350,205	26,261	102,383	29.2%	247,822	120,972	(18,590)
*** REVENUE CATEGORY TOTALS ***		350,205	350,205	26,261	102,383	29.2%	247,822	120,972	(18,590)
48-MISCELLANEOUS RECEIPTS									
101-48515	MISCELLANEOUS REVENUE	1,500	1,500	3,302	10,198	679.9%	(8,698)	549	9,650
101-48516	PRIOR YEARS REIMBURSEMENTS	10,000	10,000	512	5,948	59.5%	4,052	-	5,948
101-48517	REBATES & DISCOUNTS	20,000	20,000	15	22,268	111.3%	(2,268)	18,262	4,005
101-48518	INSURANCE PROCEEDS	57,753	57,753	-	-	0.0%	57,753	6,900	(6,900)
101-48523	SALE OF CAPITAL PROPERTY	-	-	-	-	0.0%	-	130,373	(130,373)
101-48534	DESIGNATED DONATIONS- POLICE DONATIONS	15,000	15,000	-	3,700	24.7%	11,300	4,150	(450)
101-48535	DESIGNATED DONATIONS- ANIMAL SHELTER DONATIONS	10,000	10,000	45	14,596	146.0%	(4,596)	3,375	11,221
101-48536	DESIGNATED DONATIONS- FIRE/EMS DONATIONS	10,000	10,000	-	-	0.0%	10,000	400	(400)
101-48537	DESIGNATED DONATIONS- PARKS & REC DONATIONS	1,000	1,000	-	-	0.0%	1,000	-	-
101-48539	DESIGNATED DONATIONS- LIBRARY DONATIONS	4,000	4,000	1,507	1,643	41.1%	2,357	1,717	(74)
101-48540	DESIGNATED DONATIONS- MUSEUM DONATIONS	4,000	4,000	261	1,762	44.1%	2,238	402	1,360
101-48545	DESIGNATED DONATIONS- SANITATION	1,000	1,000	-	-	0.0%	1,000	-	-
101-48546	DESIGNATED DONATIONS- MUSEUM RENOVATION	-	-	-	-	0.0%	-	1,900	(1,900)



City of Jacksonville, Texas
Financial Statement
As of January 31, 2025

		Original Total Budget	Current Total Budget	M-T-D Activity	Y-T-D Activity	% of Budget	Budget Remaining	Prior Year Y-T-D Activity	INC/(DEC) Prior Year
*** REVENUE CATEGORY TOTALS ***		134,253	134,253	5,642	60,115	44.8%	74,138	168,027	(107,912)
49-TRANSFERS IN									
101-49552	TRANSFER FROM COURT SECURITY FUND	17,775	17,775	1,481	5,925	33.3%	11,850	2,513	3,412
101-49553	TRANSFER FROM UTILITY FUND	1,422,014	1,422,014	118,501	474,005	33.3%	948,009	490,671	(16,667)
101-49554	TRANSFER FROM HOTEL/MOTEL OCC TAX FUND	56,052	56,052	4,671	18,684	33.3%	37,368	17,517	1,167
*** REVENUE CATEGORY TOTALS ***		1,495,841	1,495,841	124,653	498,614	33.3%	997,228	510,702	(12,088)
*** TOTAL REVENUE ***		15,443,594	15,443,594	2,414,262	7,013,184	45.4%	8,430,410	6,464,977	548,207

10 -GENERAL FUND- DETAIL
EXPENSE

51-EMPLOYEE SERVICES									
101-51600	SUPERVISION	1,192,778	1,192,778	100,298	377,011	31.6%	815,767	349,239	27,772
101-51601	OPERATIONAL	5,438,400	5,438,400	398,238	1,649,190	30.3%	3,789,210	1,533,497	115,694
101-51602	PERMANENT PART-TIME	159,710	159,710	7,726	36,481	22.8%	123,230	40,314	(3,833)
101-51604	SEASONAL PART-TIME POOL	58,840	58,840	-	-	0.0%	58,840	-	-
101-51609	FIELD TRAINING OFFICER STIPEND	18,650	18,650	-	2,917	15.6%	15,734	3,766	(849)
101-51611	K9 CARE STIPEND	7,059	7,059	542	2,109	29.9%	4,950	2,147	(38)
101-51612	ON CALL STIPEND	7,300	7,300	560	2,014	27.6%	5,286	2,173	(159)
101-51613	BI-LINGUAL PAY	30,600	30,600	2,079	7,576	24.8%	23,024	8,464	(888)
101-51614	CERTIFICATION PAY	120,995	120,995	10,651	36,621	30.3%	84,374	35,514	1,107
101-51615	DIFFERENTIAL PAY	35,700	35,700	2,363	7,567	21.2%	28,133	12,156	(4,589)
101-51616	EDUCATION PAY	38,700	38,700	3,175	11,028	28.5%	27,672	11,739	(711)
101-51617	LONGEVITY PAY	38,180	38,180	2,943	9,949	26.1%	28,231	9,559	390
101-51620	AUTO ALLOWANCE	24,000	24,000	925	4,775	19.9%	19,225	3,275	1,500
101-51621	CELL PHONE ALLOWANCE	5,820	5,820	388	1,305	22.4%	4,515	1,219	86
101-51622	CLOTHING ALLOWANCE	4,000	4,000	-	4,000	100.0%	-	3,500	500
101-51629	OVERTIME	782,542	782,542	33,458	147,800	18.9%	634,742	203,479	(55,679)
101-51638	FICA	606,975	606,975	41,412	169,696	28.0%	437,280	163,963	5,733
101-51639	DENTAL INSURANCE	36,983	36,983	2,885	9,804	26.5%	27,179	9,712	92
101-51640	HEALTH INSURANCE	727,044	727,044	55,013	186,401	25.6%	540,643	180,104	6,297
101-51641	LIFE INSURANCE	2,898	2,898	217	734	25.3%	2,164	(116)	849
101-51642	TMRS	805,625	805,625	57,963	237,816	29.5%	567,809	224,100	13,716
101-51643	WORKER'S COMPENSATION	179,078	179,078	14,263	46,074	25.7%	133,004	43,595	2,479
101-51644	CONTRA WAGE EXPENSE	(43,179)	(43,179)	(13,316)	(13,316)	30.8%	(29,863)	(11,976)	(1,340)
101-51645	UNEMPLOYMENT	-	-	845	845	0.0%	(845)	-	845
101-51646	CONTRACT LABOR	175,750	175,750	6,782	45,664	26.0%	130,086	35,171	10,494
101-51647	BENEFIT ADMINISTRATION	4,518	4,518	165	490	10.8%	4,028	511	(21)
101-51648	EMPLOYEE TESTING	7,225	7,225	990	2,334	32.3%	4,891	509	1,825
101-51649	OTHER EMPLOYEE COSTS	15,872	15,872	-	4,723	29.8%	11,149	11,512	(6,789)
101-51650	RECRUITING & RETENTION	2,400	2,400	-	-	0.0%	2,400	375	(375)
101-51652	VOLUNTEER FIRE PENSION	3,000	3,000	-	3,000	100.0%	-	2,600	400
*** EXPENSE CATEGORY TOTALS ***		10,487,465	10,487,465	730,562	2,994,606	28.6%	7,492,859	2,880,100	114,506

52-MAINTENANCE



City of Jacksonville, Texas
Financial Statement
As of January 31, 2025

		Original Total Budget	Current Total Budget	M-T-D Activity	Y-T-D Activity	% of Budget	Budget Remaining	Prior Year Y-T-D Activity	INC/(DEC) Prior Year
101-52700	R/M BUILDINGS & STRUCTURES	86,421	86,421	9,389	39,234	45.4%	47,187	32,864	6,370
101-52701	R/M EQUIPMENT & MACHINERY	135,046	135,046	13,904	43,290	32.1%	91,756	55,956	(12,666)
101-52705	R/M MOTOR VEHICLES	138,571	138,571	8,166	31,282	22.6%	107,289	28,311	2,971
101-52706	R/M OFFICE EQUIPMENT	200	200	-	-	0.0%	200	-	-
101-52707	R/M PARKS	63,700	63,700	1,629	17,220	27.0%	46,480	15,294	1,926
101-52708	R/M RADIO COMMUNICATION	6,600	6,600	738	1,323	20.1%	5,277	757	567
101-52709	R/M SIDEWALKS CULVERTS BRIDGES	15,000	15,000	10,818	14,318	95.5%	682	6,250	8,068
101-52710	R/M STREETS & ALLEYS	50,000	50,000	190	15,332	30.7%	34,668	8,275	7,057
101-52715	DAMAGES & CLAIMS	57,753	57,753	12,179	40,104	69.4%	17,648	34,964	5,141
101-52716	R/M ATHLETIC COMPLEX	13,400	13,400	-	330	2.5%	13,070	-	330
*** EXPENSE CATEGORY TOTALS ***		566,690	566,690	57,013	202,433	35.7%	364,257	182,671	19,762
53-UTILITIES									
101-53730	ELECTRICITY	313,285	313,285	24,778	63,279	20.2%	250,006	61,058	2,221
101-53731	NATURAL GAS	21,865	21,865	2,093	3,694	16.9%	18,171	3,888	(194)
101-53732	PHONE/CABLE/INTERNET	163,873	163,873	15,265	53,593	32.7%	110,280	51,224	2,369
101-53733	WATER/SEWER & GARBAGE	55,931	55,931	2,069	12,991	23.2%	42,940	8,649	4,342
*** EXPENSE CATEGORY TOTALS ***		554,954	554,954	44,206	133,557	24.1%	421,397	124,819	8,738
54-SUPPLIES									
101-54740	AMBULANCE SUPPLIES	55,000	55,000	6,234	16,903	30.7%	38,097	18,070	(1,167)
101-54741	ANIMAL CARE SUPPLIES	5,500	5,500	436	1,990	36.2%	3,510	1,815	175
101-54742	ANIMAL FOOD	5,000	5,000	422	806	16.1%	4,194	1,073	(268)
101-54743	BOOK SUPPLIES	6,010	6,010	386	703	11.7%	5,307	2,305	(1,603)
101-54744	BOTANICAL SUPPLIES	2,150	2,150	-	-	0.0%	2,150	247	(247)
101-54745	CASH OVER/SHORT	-	-	-	33	0.0%	(33)	61	(28)
101-54746	CHEMICAL SUPPLIES	28,375	28,375	137	401	1.4%	27,974	1,818	(1,418)
101-54749	FIRE ARM TRAINING SUPPLIES	8,000	8,000	3,485	3,485	43.6%	4,515	-	3,485
101-54750	HAZMAT RESPONSE/CLEANUP SUPPLIES	2,560	2,560	-	-	0.0%	2,560	1,200	(1,200)
101-54751	FIRE HOSE SUPPLIES	4,300	4,300	-	-	0.0%	4,300	-	-
101-54752	FOOD	27,824	27,824	3,498	7,559	27.2%	20,265	9,762	(2,204)
101-54755	INVESTIGATION SUPPLIES	4,200	4,200	925	1,456	34.7%	2,744	628	828
101-54756	JANITORIAL SUPPLIES	32,773	32,773	5,232	7,511	22.9%	25,262	9,568	(2,056)
101-54757	K-9 CARE SUPPLIES	7,600	7,600	1,137	2,008	26.4%	5,592	487	1,521
101-54762	MINOR TOOLS & EQUIPMENT	37,555	37,555	1,875	3,508	9.3%	34,047	14,131	(10,623)
101-54763	MISCELLANEOUS SUPPLIES	19,250	19,250	924	2,849	14.8%	16,401	2,520	330
101-54764	MOTOR VEHICLE FUEL	243,400	243,400	18,945	55,340	22.7%	188,060	60,412	(5,072)
101-54765	OFFICE EQUIP/FURNITURE/FIXTR	4,500	4,500	3,032	3,067	68.2%	1,433	1,990	1,077
101-54766	OFFICE SUPPLIES	23,278	23,278	1,715	4,347	18.7%	18,931	5,403	(1,056)
101-54767	OXYGEN SUPPLIES	8,500	8,500	-	1,986	23.4%	6,514	2,923	(937)
101-54768	PLAQUES & AWARDS	2,500	2,500	955	1,372	54.9%	1,128	960	412
101-54769	POSTAGE	12,070	12,070	861	2,981	24.7%	9,089	2,833	148
101-54770	PRINTING SUPPLIES	6,690	6,690	43	1,315	19.7%	5,375	2,035	(720)
101-54771	PROGRAMMING SUPPLIES	3,223	3,223	311	1,068	33.1%	2,155	1,966	(898)
101-54772	PROTECTIVE CLOTHING	10,000	10,000	-	-	0.0%	10,000	3,229	(3,229)
101-54773	PUBLIC EDUCATION SUPPLIES	3,400	3,400	-	-	0.0%	3,400	-	-
101-54774	RECREATION SUPPLIES	1,950	1,950	-	116	5.9%	1,834	-	116
101-54775	RESALE GASOLINE	76,798	76,798	-	(39)	-0.1%	76,837	392	(431)



City of Jacksonville, Texas
Financial Statement
As of January 31, 2025

		Original Total Budget	Current Total Budget	M-T-D Activity	Y-T-D Activity	% of Budget	Budget Remaining	Prior Year Y-T-D Activity	INC/(DEC) Prior Year
101-54776 SAFETY EQUIPMENT		5,000	5,000	-	4,412	88.2%	588	-	4,412
101-54777 STREET SIGN SUPPLIES		9,000	9,000	3,108	3,548	39.4%	5,452	308	3,241
101-54778 TECHNOLOGY SUPPLIES		6,520	6,520	-	-	0.0%	6,520	2,872	(2,872)
101-54779 WEARING APPAREL		70,935	70,935	3,436	11,803	16.6%	59,132	17,255	(5,452)
101-54781 DESIGNATED DONATIONS		45,000	45,000	374	11,106	24.7%	33,895	5,052	6,054
101-54782 SPECIAL ACTIVITIES		6,000	6,000	-	905	15.1%	5,095	-	905
*** EXPENSE CATEGORY TOTALS ***		784,861	784,861	57,470	152,539	19.4%	632,322	171,316	(18,777)
55-SERVICES									
101-55800 ACCOUNTING & AUDITING		25,920	25,920	-	-	0.0%	25,920	-	-
101-55801 APPRAISAL DISTRICT		184,717	184,717	-	88,828	48.1%	95,889	73,853	14,975
101-55802 BAD DEBT EXPENSE		15,000	15,000	-	-	0.0%	15,000	-	-
101-55803 BANKING FEES		500	500	50	78	15.5%	423	125	(47)
101-55804 BILLING & COLLECTION SERVICES		172,446	172,446	7,511	39,510	22.9%	132,936	40,671	(1,161)
101-55805 CONSTRUCTION CONTRACTS		100,000	100,000	4,456	46,188	46.2%	53,812	-	46,188
101-55806 CONSULTING SERVICES		28,239	28,239	833	8,179	29.0%	20,060	6,985	1,194
101-55807 CONTINGENCY		50,000	50,000	-	-	0.0%	50,000	-	-
101-55809 CREDIT CARD PROCESSING FEES		10,300	10,300	2,688	4,689	45.5%	5,611	6,196	(1,507)
101-55812 ENGINEERING SERVICES		8,000	8,000	-	-	0.0%	8,000	-	-
101-55813 FEES & PERMITS		180	180	-	-	0.0%	180	30	(30)
101-55815 INSURANCE-PROPERTY, PLANT, & EQUIPMENT		212,929	212,929	-	220,308	103.5%	(7,378)	197,003	23,305
101-55819 LEASE/RENTAL OF EQUIPMENT		36,531	36,531	7,024	18,404	50.4%	18,127	6,399	12,005
101-55820 LEASE/RENTAL OF PROPERTY		6,000	6,000	-	2,725	45.4%	3,276	500	2,225
101-55821 LEGAL ADVERTISING		13,500	13,500	81	1,468	10.9%	12,032	5,174	(3,706)
101-55822 LEGAL SERVICES		500	500	306	340	68.0%	160	2,073	(1,733)
101-55824 MISCELLANEOUS SERVICES		37,598	37,598	225	11,389	30.3%	26,209	13,663	(2,274)
101-55826 PUBLIC COMMUNICATION		2,850	2,850	-	350	12.3%	2,500	435	(85)
101-55828 SOFTWARE		229,685	229,685	42,782	128,682	56.0%	101,004	91,661	37,021
101-55830 SUPPORT OF COMMUNITY SERVICES		5,000	5,000	-	1,599	32.0%	3,401	281	1,318
101-55833 VETERINARY SERVICES		5,000	5,000	28	110	2.2%	4,890	576	(466)
101-55834 SOLID WASTE & SLUDGE DISPOSAL		1,050,366	1,050,366	82,085	250,441	23.8%	799,925	248,240	2,201
*** EXPENSE CATEGORY TOTALS ***		2,195,261	2,195,261	148,071	823,284	37.5%	1,371,977	693,864	129,420
56-TRAVEL & EDUCATION EXPENDITURES									
101-56851 MEMBERSHIP DUES		37,661	37,661	1,144	6,371	16.9%	31,290	7,593	(1,221)
101-56852 TRAINING EXPENSES		93,346	93,346	6,951	14,441	15.5%	78,905	23,285	(8,843)
101-56853 TRAVEL & LODGING EXPENSES		50,975	50,975	1,127	11,001	21.6%	39,974	15,700	(4,699)
*** EXPENSE CATEGORY TOTALS ***		181,982	181,982	9,222	31,813	17.5%	150,169	46,577	(14,764)
57-DEBT SERVICE									
101-57862 CAPITAL LEASE INTEREST		6,477	6,477	5,685	5,685	87.8%	792	9,647	(3,962)
101-57863 CAPITAL LEASE PRINCIPAL		159,700	159,700	128,326	128,326	80.4%	31,374	124,398	3,928
*** EXPENSE CATEGORY TOTALS ***		166,177	166,177	134,012	134,012	80.6%	32,165	134,045	(34)
58-CAPITAL EXPENDITURES									
101-58880 CAPITAL BUILDINGS & STRUCTURES		-	-	-	-	0.0%	-	5,825	(5,825)



City of Jacksonville, Texas
Financial Statement
As of January 31, 2025

		Original Total Budget	Current Total Budget	M-T-D Activity	Y-T-D Activity	% of Budget	Budget Remaining	Prior Year Y-T-D Activity	INC/(DEC) Prior Year
101-58881	CAPITAL MACHINERY & EQUIPMENT	46,100	46,100	-	-	0.0%	46,100	3,295	(3,295)
101-58882	CAPITAL MISCELLANEOUS	-	-	-	8,255	0.0%	(8,255)	8,947	(692)
101-58883	CAPITAL MOTOR VEHICLES	-	-	-	-	0.0%	-	3,675	(3,675)
101-58887	LIBRARY BOOKS & MATERIALS	42,000	42,000	7,333	19,904	47.4%	22,096	16,069	3,835
*** EXPENSE CATEGORY TOTALS ***		88,100	88,100	7,333	28,159	32.0%	59,941	37,811	(9,652)
59 - TRANSFERS OUT									
101-59906	TRANSFER TO BEAUTIFICATION FUND	6,000	6,000	500	2,000	33.3%	4,000	2,000	-
101-59909	TRANSFER TO COURT TECHNOLOGY FUND	-	-	-	(29,000)	0.0%	29,000	(24,851)	(4,149)
101-59911	TRANSFER TO VEHICLE / EQUIPMENT REPLACEMENT FUND	400,000	400,000	33,333	133,333	33.3%	266,667	-	133,333
*** EXPENSE CATEGORY TOTALS ***		406,000	406,000	33,833	106,334	26.2%	299,667	(22,851)	129,184
*** TOTAL EXPENSE ***		\$ 15,431,490	\$ 15,431,490	\$ 1,221,720	\$ 4,606,737	29.9%	\$ 10,824,753	\$ 4,248,353	\$ 358,384

102 - DEBT SERVICE FUND- DETAIL
REVENUE

102-41400	AD VALOREM TAX- CURRENT	\$ 1,509,810	\$ 1,509,810	\$ 441,495	\$ 1,078,908	71.5%	\$ 430,902	\$ 953,092	\$ 125,816
102-41401	AD VALOREM TAX- PRIOR	33,511	33,511	5,959	21,790	65.0%	11,721	15,489	6,301
102-41402	AD VALOREM TAX- PENALTY & INTEREST	28,978	28,978	1,968	6,417	22.1%	22,561	5,464	953
102-47510	INTEREST INCOME	42,686	42,686	6,313	16,848	39.5%	25,838	16,370	478
102-49553	TRANSFER FROM UTILITY FUND	1,001,973	1,001,973	83,498	333,991	33.3%	667,982	281,624	52,367
102-49561	TRANSFER FROM VENUE PROJECT FUND	152,831	152,831	12,736	50,944	33.3%	101,887	50,826	118
*** TOTAL REVENUE ***		2,769,789	2,769,789	551,968	1,508,898	54.5%	1,260,891	1,322,865	186,032

102 - DEBT SERVICE FUND- DETAIL
EXPENSE

102-55803	BANKING FEES	500	500	-	85	17.0%	415	-	85
102-57864	CONTINUING DISCLOSURE	3,500	3,500	-	-	0.0%	3,500	-	-
102-57865	DEBT SERVICE INTEREST	1,031,531	1,031,531	-	-	0.0%	1,031,531	-	-
102-57866	DEBT SERVICE PRINCIPAL	1,730,000	1,730,000	-	-	0.0%	1,730,000	-	-
102-57867	PAYING AGENT FEES	4,150	4,150	-	825	19.9%	3,325	1,650	(825)
*** TOTAL EXPENSE ***		\$ 2,769,681	\$ 2,769,681	\$ -	\$ 910	0.0%	\$ 2,768,771	\$ 1,650	\$ (740)

103 - CAPITAL PROJECTS FUND (GENERAL)- DETAIL
REVENUE

103-43427	MISCELLANEOUS GRANT REVENUE	\$ 179,667	\$ 179,667	\$ 5,564	\$ 96,421	53.7%	\$ 83,246	\$ 242,452	\$ (146,031)
103-47510	INTEREST INCOME	109,981	109,981	18,379	78,053	71.0%	31,927	106,790	(28,737)
*** TOTAL REVENUE ***		289,647	289,647	23,944	174,474	60.2%	115,173	349,242	(174,768)

103 - CAPITAL PROJECTS FUND (GENERAL)- DETAIL
EXPENSE



City of Jacksonville, Texas
Financial Statement
As of January 31, 2025

		Original Total Budget	Current Total Budget	M-T-D Activity	Y-T-D Activity	% of Budget	Budget Remaining	Prior Year Y-T-D Activity	INC/(DEC) Prior Year
103-52700	R/M BUILDINGS & STRUCTURES	16,000	16,000	-	-	0.0%	16,000	-	-
103-52710	R/M STREETS & ALLEYS	3,624,382	3,624,382	-	8,420	0.2%	3,615,962	692	7,728
103-55805	CONSTRUCTION CONTRACTS	-	-	4,394	18,050	0.0%	(18,050)	-	18,050
103-55806	CONSULTING SERVICES	-	-	11,331	48,558	0.0%	(48,558)	-	48,558
103-55812	ENGINEERING SERVICES	-	-	-	18,998	0.0%	(18,998)	133,525	(114,527)
103-55824	MISCELLANEOUS SERVICES	5,125	5,125	-	3,200	62.4%	1,925	41,700	(38,500)
103-58880	CAPITAL BUILDINGS & STRUCTURES	270,500	270,500	-	11,950	4.4%	258,550	42,470	(30,520)
103-58881	CAPITAL MACHINERY & EQUIPMENT	-	-	-	-	0.0%	-	2,258	(2,258)
103-58884	CAPITAL PARK IMPROVEMENTS	415,346	415,346	4,396	80,113	19.3%	335,233	22,500	57,613
103-59903	TRANSFER TO GRANT FUND	150,000	150,000	12,500	50,000	33.3%	100,000	166,667	(116,667)
103-59911	TRANSFER TO VEHICLE / EQUIPMENT REPLACEMENT FUND	100,000	100,000	8,333	33,333	33.3%	66,667	-	33,333
*** TOTAL EXPENSE ***		\$ 4,581,353	\$ 4,581,353	\$ 40,954	\$ 272,622	6.0%	\$ 4,308,731	\$ 409,811	\$ (137,189)

104 - VEHICLE & EQUIPMENT REPLACEMENT FUND - DETAIL

REVENUE

104-47510	INTEREST INCOME	\$ 60,000	\$ 60,000	\$ 3,561	\$ 14,739	24.6%	\$ 45,261	\$ 21,815	\$ (7,076)
104-48522	SALE OF CAPITAL EQUIPMENT	-	-	-	62,600	0.0%	(62,600)	-	62,600
104-48525	SALE OF CAPITAL VEHICLES	65,000	65,000	-	-	0.0%	65,000	-	-
104-48530	OTHER FINANCING SOURCES	-	-	-	718,488	0.0%	(718,488)	-	718,488
104-49550	TRANSFER FROM GENERAL FUND	400,000	400,000	33,333	133,333	33.3%	266,667	-	133,333
104-49556	TRANSFER FROM GEN CAPITAL PROJECTS FUND	100,000	100,000	8,333	33,333	33.3%	66,667	-	33,333
*** TOTAL REVENUE ***		625,000	625,000	45,227	962,494	154.0%	(337,494)	21,815	940,679

104 - VEHICLE & EQUIPMENT REPLACEMENT FUND - DETAIL

EXPENSE

104-58881	CAPITAL MACHINERY & EQUIPMENT	76,699	76,699	-	781,088	1018.4%	(704,389)	37,224	743,865
104-58883	CAPITAL MOTOR VEHICLES	279,000	279,000	5,907	176,142	63.1%	102,858	-	176,142
*** TOTAL EXPENSE ***		\$ 355,699	\$ 355,699	\$ 5,907	\$ 957,230	269.1%	\$ (601,531)	\$ 37,224	\$ 920,007

Fund: 110 - GRANT FUND- DETAIL

REVENUE

110-43420	DEPT OF JUSTICE GRANT REVENUE	\$ 35,699	\$ 35,699	\$ 13,316	\$ 13,316	37.3%	\$ 22,383	\$ 13,393	\$ (77)
110-43421	TX DEPT OF STATE HEALTH SERVICES GRANT REVENUE	30,964	30,964	-	-	0.0%	30,964	-	-
110-43425	TX STATE LIB & ARC COMMISS GRANT REVENUE	9,624	9,624	-	-	0.0%	9,624	-	-
110-43427	MISCELLANEOUS GRANT REVENUE	1,775	1,775	-	-	0.0%	1,775	-	-
110-43431	TXDOT GRANT REVENUE	9,000	9,000	-	-	0.0%	9,000	312	(312)
110-43433	TX PARKS & WILDLIFE GRANT REVENUE	1,150,000	1,150,000	-	-	0.0%	1,150,000	-	-
110-43435	TX DEPT OF AGRICULTURE GRANT REVENUE	-	-	-	-	0.0%	-	45,900	(45,900)
110-49556	TRANSFER FROM GEN CAPITAL PROJECTS FUND	150,000	150,000	12,500	50,000	33.3%	100,000	166,667	(116,667)
*** TOTAL REVENUE ***		1,387,062	1,387,062	25,816	63,316	4.6%	1,323,746	226,272	(162,956)

Fund: 110 - GRANT FUND- DETAIL

EXPENSE



City of Jacksonville, Texas
Financial Statement
As of January 31, 2025

		Original Total Budget	Current Total Budget	M-T-D Activity	Y-T-D Activity	% of Budget	Budget Remaining	Prior Year Y-T-D Activity	INC/(DEC) Prior Year
110-51601	OPERATIONAL	34,179	34,179	13,316	13,316	39.0%	20,863	11,664	1,652
110-51629	OVERTIME	9,000	9,000	-	-	0.0%	9,000	312	(312)
110-53732	PHONE/CABLE/INTERNET	8,494	8,494	-	-	0.0%	8,494	-	-
110-54740	AMBULANCE SUPPLIES	6,964	6,964	-	-	0.0%	6,964	-	-
110-54760	LIBRARY SUPPLIES	-	-	-	-	0.0%	-	136	(136)
110-54771	PROGRAMMING SUPPLIES	1,130	1,130	-	-	0.0%	1,130	-	-
110-54779	WEARING APPAREL	1,520	1,520	-	-	0.0%	1,520	1,729	(1,729)
110-55812	ENGINEERING SERVICES	41,500	41,500	2,075	10,790	26.0%	30,710	-	10,790
110-55824	MISCELLANEOUS SERVICES	1,775	1,775	-	-	0.0%	1,775	-	-
110-56852	TRAINING EXPENSES	24,000	24,000	-	-	0.0%	24,000	-	-
110-58884	CAPITAL PARK IMPROVEMENTS	2,163,785	2,163,785	-	482,317	22.3%	1,681,468	102,899	379,418
110-58887	LIBRARY BOOKS & MATERIALS	-	-	-	-	0.0%	-	(9)	9
*** TOTAL EXPENSE ***		\$ 2,292,347	\$ 2,292,347	\$ 15,391	\$ 506,423	22.1%	\$ 1,785,924	\$ 116,731	\$ 389,692

201 -WATER & WASTEWATER UTILITY FUND- DETAIL
REVENUE

201-43427	MISCELLANEOUS GRANT REVENUE	\$ 1,056,084	\$ 1,056,084	\$ 825	\$ 8,250	0.8%	\$ 1,047,834	\$ 73,104	\$ (64,854)
201-46472	ACCOUNT TRANSFER FEES	3,000	3,000	50	350	11.7%	2,650	450	(100)
201-46480	WATER SALES	4,129,963	4,129,963	278,559	1,203,147	29.1%	2,926,816	1,148,815	54,332
201-46481	WATER TAP FEES	6,000	6,000	1,250	2,250	37.5%	3,750	750	1,500
201-46482	SEWER SALES	3,952,116	3,952,116	258,918	1,068,375	27.0%	2,883,741	920,826	147,549
201-46483	SEWER TAP FEES	7,500	7,500	2,500	3,500	46.7%	4,000	1,500	2,000
201-46484	PENALTIES	177,303	177,303	16,121	61,736	34.8%	115,567	56,960	4,776
201-46486	RECONNECT FEES	-	-	-	30	0.0%	(30)	-	30
201-46488	METER TAMPERING FEES	1,000	1,000	-	151	15.1%	849	467	(315)
201-46489	NSF CHECK FEES	2,200	2,200	270	750	34.1%	1,450	810	(60)
201-46491	SERVICE APPLICATION FEES	14,000	14,000	975	4,025	28.8%	9,975	4,260	(235)
201-46501	METER PURCHASE FEE	10,000	10,000	2,916	5,277	52.8%	4,723	2,306	2,970
201-46504	WATER BORE FEES	5,000	5,000	2,500	12,500	250.0%	(7,500)	3,000	9,500
201-47510	INTEREST INCOME	300,000	300,000	44,938	137,773	45.9%	162,227	135,752	2,022
201-48515	MISCELLANEOUS REVENUE	1,500	1,500	18,061	18,143	1209.5%	(16,643)	-	18,143
201-48517	REBATES & DISCOUNTS	2,500	2,500	-	2,606	104.3%	(106)	2,354	252
201-48518	INSURANCE PROCEEDS	48,913	48,913	-	-	0.0%	48,913	-	-
201-48529	CERTIFICATES OF OBLIGATION ISSUED	11,706,500	11,706,500	-	11,706,500	100.0%	-	-	11,706,500
201-48547	SCRAP METAL REVENUE	5,000	5,000	-	185	3.7%	4,815	-	185
*** TOTAL REVENUE ***		21,428,579	21,428,579	627,883	14,235,549	66.4%	7,193,030	2,351,354	11,884,195

201 -WATER & WASTEWATER UTILITY FUND- DETAIL
EXPENSE

51-EMPLOYEE SERVICES									
201-51600	SUPERVISION	150,368	150,368	12,182	47,611	31.7%	102,757	45,092	2,519
201-51601	OPERATIONAL	781,566	781,566	59,245	244,394	31.3%	537,172	239,737	4,657
201-51612	ON CALL STIPEND	7,300	7,300	140	545	7.5%	6,755	570	(25)
201-51613	BI-LINGUAL PAY	1,800	1,800	150	509	28.3%	1,291	520	(10)
201-51614	CERTIFICATION PAY	7,500	7,500	625	2,122	28.3%	5,378	2,165	(43)
201-51616	EDUCATION PAY	3,900	3,900	325	1,103	28.3%	2,797	1,126	(23)



City of Jacksonville, Texas
Financial Statement
As of January 31, 2025

		Original Total Budget	Current Total Budget	M-T-D Activity	Y-T-D Activity	% of Budget	Budget Remaining	Prior Year Y-T-D Activity	INC/(DEC) Prior Year
201-51617	LONGEVITY PAY	11,388	11,388	934	3,157	27.7%	8,231	3,127	30
201-51620	AUTO ALLOWANCE	-	-	-	-	0.0%	-	500	(500)
201-51621	CELL PHONE ALLOWANCE	2,100	2,100	175	525	25.0%	1,575	525	-
201-51629	OVERTIME	147,429	147,429	9,986	43,240	29.3%	104,190	32,514	10,726
201-51638	FICA	85,171	85,171	6,304	25,905	30.4%	59,267	24,468	1,437
201-51639	DENTAL INSURANCE	6,355	6,355	514	1,732	27.3%	4,623	1,893	(161)
201-51640	HEALTH INSURANCE	109,358	109,358	7,862	26,471	24.2%	82,887	30,980	(4,509)
201-51641	LIFE INSURANCE	504	504	41	136	27.1%	368	(31)	167
201-51642	TMRS	117,237	117,237	8,821	36,402	31.1%	80,835	33,797	2,605
201-51643	WORKER'S COMPENSATION	21,570	21,570	1,722	5,515	25.6%	16,055	5,912	(397)
201-51646	CONTRACT LABOR	4,800	4,800	1,303	2,410	50.2%	2,390	-	2,410
*** EXPENSE CATEGORY TOTALS ***		1,458,348	1,458,348	110,329	441,778	30.3%	1,016,570	422,895	18,882
52-MAINTENANCE									
201-52700	R/M BUILDINGS & STRUCTURES	92,969	92,969	669	4,991	5.4%	87,978	115,305	(110,314)
201-52701	R/M EQUIPMENT & MACHINERY	68,721	68,721	3,137	9,342	13.6%	59,380	12,688	(3,347)
201-52702	R/M LIFT STATIONS	324,637	324,637	68,600	93,217	28.7%	231,420	4,123	89,094
201-52703	R/M METERS TAPS SVC CONNECTS	95,000	95,000	4,025	31,994	33.7%	63,006	27,470	4,524
201-52704	R/M MISCELLANEOUS	376	376	-	-	0.0%	376	-	-
201-52705	R/M MOTOR VEHICLES	12,468	12,468	1,268	4,356	34.9%	8,112	529	3,827
201-52710	R/M STREETS & ALLEYS	90,484	90,484	400	14,538	16.1%	75,946	14,186	353
201-52711	R/M WASTEWATER PLANTS	22,000	22,000	3,419	5,889	26.8%	16,111	56,768	(50,879)
201-52712	R/M WATER & WASTEWATER MAINS	7,001,428	7,001,428	39,532	106,334	1.5%	6,895,094	197,401	(91,068)
201-52713	R/M WATER STORAGE TANKS	25,000	25,000	1,536	2,186	8.7%	22,814	-	2,186
201-52714	R/M WATER WELLS	75,000	75,000	3,108	11,925	15.9%	63,075	13,437	(1,512)
201-52715	DAMAGES & CLAIMS	48,913	48,913	10,156	10,893	22.3%	38,020	1,360	9,533
*** EXPENSE CATEGORY TOTALS ***		7,856,996	7,856,996	135,850	295,665	3.8%	7,561,331	443,267	(147,603)
53-UTILITIES									
201-53730	ELECTRICITY	500,000	500,000	38,978	97,599	19.5%	402,401	94,168	3,431
201-53731	NATURAL GAS	600	600	51	154	25.7%	446	102	52
201-53732	PHONE/CABLE/INTERNET	18,578	18,578	1,491	5,252	28.3%	13,326	5,040	212
201-53733	WATER/SEWER & GARBAGE	42,600	42,600	3,347	9,090	21.3%	33,510	8,235	856
*** EXPENSE CATEGORY TOTALS ***		561,778	561,778	43,867	112,096	20.0%	449,682	107,544	4,551
54-SUPPLIES									
201-54745	CASH OVER/SHORT	-	-	14	28	0.0%	(28)	8	20
201-54746	CHEMICAL SUPPLIES	278,699	278,699	14,228	55,824	20.0%	222,875	80,696	(24,872)
201-54752	FOOD	3,800	3,800	59	947	24.9%	2,853	1,233	(286)
201-54753	GROUNDWATER PURCHASES	35,000	35,000	7,385	7,385	21.1%	27,615	7,259	126
201-54756	JANITORIAL SUPPLIES	5,486	5,486	404	1,845	33.6%	3,641	981	865
201-54758	LAB EQUIPMENT & SUPPLIES	6,365	6,365	-	443	7.0%	5,922	1,697	(1,254)
201-54762	MINOR TOOLS & EQUIPMENT	31,272	31,272	488	1,534	4.9%	29,739	2,297	(763)
201-54763	MISCELLANEOUS SUPPLIES	7,111	7,111	640	1,265	17.8%	5,846	1,667	(402)
201-54764	MOTOR VEHICLE FUEL	83,052	83,052	4,892	13,483	16.2%	69,569	16,634	(3,151)
201-54765	OFFICE EQUIP/FURNITURE/FIXTR	525	525	-	-	0.0%	525	-	-
201-54766	OFFICE SUPPLIES	4,336	4,336	-	404	9.3%	3,932	1,174	(770)



City of Jacksonville, Texas
Financial Statement
As of January 31, 2025

		Original Total Budget	Current Total Budget	M-T-D Activity	Y-T-D Activity	% of Budget	Budget Remaining	Prior Year Y-T-D Activity	INC/(DEC) Prior Year
201-54768	PLAQUES & AWARDS	550	550	-	-	0.0%	550	-	-
201-54769	POSTAGE	1,074	1,074	43	3,390	315.7%	(2,316)	108	3,282
201-54778	TECHNOLOGY SUPPLIES	7,506	7,506	-	-	0.0%	7,506	159	(159)
201-54779	WEARING APPAREL	12,243	12,243	1,193	4,652	38.0%	7,591	2,869	1,782
*** EXPENSE CATEGORY TOTALS ***		477,019	477,019	29,345	91,199	19.1%	385,820	116,782	(25,583)
55-SERVICES									
201-55800	ACCOUNTING & AUDITING	17,100	17,100	-	-	0.0%	17,100	-	-
201-55803	BANKING FEES	600	600	60	203	33.8%	398	210	(8)
201-55804	BILLING & COLLECTION SERVICES	50,000	50,000	4,473	12,552	25.1%	37,448	7,978	4,574
201-55809	CREDIT CARD PROCESSING FEES	140,000	140,000	21,728	36,690	26.2%	103,310	32,162	4,529
201-55811	ELECTROINC PAYMENT- UB CREDITS	26,400	26,400	2,374	9,368	35.5%	17,032	8,533	835
201-55812	ENGINEERING SERVICES	12,550	12,550	5,610	14,657	116.8%	(2,107)	5,778	8,879
201-55813	FEES & PERMITS	41,000	41,000	-	34,202	83.4%	6,798	34,202	-
201-55815	INSURANCE-PROPERTY, PLANT, & EQUIPMENT	109,692	109,692	-	114,540	104.4%	(4,848)	100,441	14,099
201-55818	LAB SERVICES	71,500	71,500	13,347	29,525	41.3%	41,975	25,162	4,363
201-55819	LEASE/RENTAL OF EQUIPMENT	18,525	18,525	342	17,040	92.0%	1,485	368	16,672
201-55821	LEGAL ADVERTISING	1,575	1,575	-	1,397	88.7%	178	-	1,397
201-55824	MISCELLANEOUS SERVICES	22,041	22,041	-	7,029	31.9%	15,012	3,686	3,343
201-55826	PUBLIC COMMUNICATION	4,900	4,900	-	-	0.0%	4,900	-	-
201-55828	SOFTWARE	104,229	104,229	64,967	65,763	63.1%	38,466	63,128	2,635
201-55834	SOLID WASTE & SLUDGE DISPOSAL	275,000	275,000	20,301	60,142	21.9%	214,858	74,032	(13,890)
*** EXPENSE CATEGORY TOTALS ***		895,112	895,112	133,202	403,107	45.0%	492,004	355,678	47,429
56-TRAVEL & EDUCATION EXPENDITURES									
201-56851	MEMBERSHIP DUES	627	627	60	60	9.6%	567	-	60
201-56852	TRAINING EXPENSES	13,165	13,165	980	1,015	7.7%	12,150	114	901
201-56853	TRAVEL & LODGING EXPENSES	2,095	2,095	-	-	0.0%	2,095	-	-
*** EXPENSE CATEGORY TOTALS ***		15,887	15,887	1,040	1,075	6.8%	14,812	114	961
57-DEBT SERVICE									
201-57861	BOND ISSUANCE COST	171,143	171,143	-	134,915	78.8%	36,229	-	134,915
201-57862	CAPITAL LEASE INTEREST	1,044	1,044	-	1,044	100.0%	-	2,068	(1,024)
201-57863	CAPITAL LEASE PRINCIPAL	55,805	55,805	-	55,805	100.0%	-	54,781	1,024
*** EXPENSE CATEGORY TOTALS ***		227,992	227,992	-	191,763	84.1%	36,229	56,849	134,915
58-CAPITAL EXPENDITURES									
201-58880	CAPITAL BUILDINGS & STRUCTURES	11,560,927	11,560,927	9,330	11,130	0.1%	11,549,797	-	11,130
201-58881	CAPITAL MACHINERY & EQUIPMENT	129,073	129,073	-	-	0.0%	129,073	89,905	(89,905)
201-58882	CAPITAL MISCELLANEOUS	-	-	-	1,805	0.0%	(1,805)	-	1,805
201-58883	CAPITAL MOTOR VEHICLES	440,307	440,307	-	-	0.0%	440,307	-	-
*** EXPENSE CATEGORY TOTALS ***		12,130,307	12,130,307	9,330	12,935	0.1%	12,117,373	89,905	(76,970)
59-TRANSFERS OUT									
201-59900	TRANSFER TO GENERAL FUND	1,422,014	1,422,014	118,501	474,005	33.3%	948,009	490,671	(16,667)



City of Jacksonville, Texas
Financial Statement
As of January 31, 2025

	Original Total Budget	Current Total Budget	M-T-D Activity	Y-T-D Activity	% of Budget	Budget Remaining	Prior Year Y-T-D Activity	INC/(DEC) Prior Year
201-59901 TRANSFER TO DEBT SERVICE FUND	1,001,973	1,001,973	83,498	333,991	33.3%	667,982	281,624	52,367
*** EXPENSE CATEGORY TOTALS ***	2,423,987	2,423,987	201,999	807,996	33.3%	1,615,991	772,295	35,701
*** TOTAL EXPENSE ***	\$ 26,047,425	\$ 26,047,425	\$ 664,962	\$ 2,357,613	9.1%	\$ 23,689,812	\$ 2,365,330	\$ (7,717)



NON MAJOR FUNDS SUMMARY

	111 HOTEL/MOTEL OCCUPANCY TAX FUND	112 COURT TECHNOLOGY FUND	113 COURT SECURITY FUND	114 COURT CHILD SAFETY TRUST FUND	115 POLICE STATE FORFEITURE FUND
Beginning Fund Balance	\$ 394,877	\$ -	\$ 165,545	\$ 14,754	\$ 37,180
REVENUE					
TAXES	96,278	-	-	-	-
FRANCHISE FEES	-	-	-	-	-
INTERGOVERNMENTAL REVENUE	-	-	-	-	-
FINES & FORFEITURE	-	3,022	3,669	682	-
LICENSE & PERMITS	-	-	-	-	-
FEES & CHARGES FOR SERVICES	-	-	-	-	-
INVESTMENT INCOME	5,685	-	2,510	233	568
MISCELLANEOUS RECEIPTS	-	-	-	-	-
TRANSFERS IN	-	(29,000)	-	-	-
Total	101,963	(25,978)	6,179	915	568
EXPENSE					
EMPLOYEE SERVICES	4	-	-	-	-
MAINTENANCE	-	-	-	-	-
UTILITIES	624	-	-	-	-
SUPPLIES	1,264	-	-	-	-
SERVICES	6,927	(1,200)	-	-	-
TRAVEL & EDUCATION EXPENDITURES	-	-	-	-	-
DEBT SERVICE	-	-	-	-	-
CAPITAL EXPENDITURES	-	-	-	-	-
TRANSFERS OUT	65,351	-	5,925	-	-
Total	74,169	(1,200)	5,925	-	-
Surplus (Deficit)	27,794	(24,778)	254	915	568
Ending Fund Balance	\$ 422,671	\$ (24,778)	\$ 165,799	\$ 15,668	\$ 37,749



NON MAJOR FUNDS SUMMARY					Keep Jacksonville Beautiful
	116 POLICE FEDERAL FORFEITURE FUND	118 POLICE LEOSE	120 VENUE PROJECT FUND	TOTAL	301 BEAUTIFICATION FUND
Beginning Fund Balance	\$ 3,558	\$ 5,819	\$ (9,075)	\$ 612,657	\$ 20,248
REVENUE					
TAXES	-	-	27,508	123,786	-
FRANCHISE FEES	-	-	-	-	-
INTERGOVERNMENTAL REVENUE	-	-	-	-	-
FINES & FORFEITURE	-	-	-	7,373	-
LICENSE & PERMITS	-	-	-	-	-
FEES & CHARGES FOR SERVICES	-	-	24,460	24,460	-
INVESTMENT INCOME	54	89	-	9,139	304
MISCELLANEOUS RECEIPTS	-	-	8	8	878
TRANSFERS IN	-	-	46,667	17,667	2,000
Total	54	89	98,643	182,433	3,182
EXPENSE					
EMPLOYEE SERVICES	-	-	22,589	22,594	-
MAINTENANCE	-	-	9,998	9,998	-
UTILITIES	-	-	5,995	6,618	-
SUPPLIES	-	-	5,592	6,855	3,223
SERVICES	-	-	11,282	17,009	-
TRAVEL & EDUCATION EXPENDITURES	-	-	-	-	-
DEBT SERVICE	-	-	-	-	-
CAPITAL EXPENDITURES	-	-	-	-	-
TRANSFERS OUT	-	-	50,944	122,219	-
Total	-	-	106,399	185,294	3,223
Surplus (Deficit)	54	89	(7,757)	(2,861)	(41)
Ending Fund Balance	\$ 3,613	\$ 5,908	\$ (16,832)	\$ 609,796	\$ 20,207



City of Jacksonville, Texas
Financial Statement
As of January 31, 2025

Summary of Cash and Investment Activity				
	Par Value	Book Value	Market Value	Ratio Market-to-Book Value
Beginning Balances				
Cash	\$ 18,332,520.58	\$ 18,332,520.58	\$ 18,332,520.58	100.00%
Investments	15,711,477.09	15,711,477.09	15,711,477.09	100.00%
Total	34,043,997.67	34,043,997.67	34,043,997.67	100.00%
Activity				
Cash	1,337,612.80	1,337,612.80	1,337,612.80	
Investments				
Net Accretion & Amortization				
Purchases	48,288.42	48,288.42	48,288.42	
Maturities/Calls	(8,420.00)	(8,420.00)	(8,420.00)	
Changes to Market Value	-	-	16,035.51	
Net Monthly Activity	1,377,481.22	1,377,481.22	1,393,516.73	
Ending Balances				
Cash	19,670,133.38	19,670,133.38	19,670,133.38	100.00%
Investments	15,751,345.51	15,751,345.51	15,767,381.02	100.10%
Total	\$ 35,421,478.89	\$ 35,421,478.89	\$ 35,437,514.40	100.05%



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	\$2,147,749		\$ 100.000	4.560%	\$ 2,147,749	\$ 2,147,749	\$ 2,147,749	\$ -	1
N/A	N/A	N/A	Cash In BOK Financial	17,521,635		100.000	4.130%	17,521,635	17,521,635	17,521,635	-	1
N/A	N/A	N/A	Cash- Pooled- Fleetcor	749		100.000	0.000%	749	749	749	-	1
N/A	N/A	N/A	FNC - Cash, Money Funds, and Bank Deposits	291,158		100.000	3.470%	291,158	291,158	291,158	-	1
N/A	N/A	N/A	LOGIC	2,604,106		100.000	4.539%	2,604,106	2,604,106	2,604,106	-	1
N/A	N/A	N/A	TexSTAR	1,421,805		100.000	4.390%	1,421,805	1,421,805	1,421,805	-	1
N/A	N/A	N/A	TexasDAILY	1,422,232		100.000	4.400%	1,422,232	1,422,232	1,422,232	-	1
N/A	N/A	N/A	Lone Star	1,423,999		100.000	4.350%	1,423,999	1,423,999	1,423,999	-	1
N/A	N/A	N/A	Texas FIT	4,649,045		100.000	4.380%	4,649,045	4,649,045	4,649,045	-	1
2/15/2022	2/14/2025	3133ENPG9	US Agency- Federal Farm Credit Bank	250,000		100.000	1.750%	250,000	250,000	249,805	(195)	14
2/23/2022	3/3/2025	02589ABM3	CD - American Express Natl Bk	248,000		100.000	1.800%	248,000	248,000	247,469	(531)	31
3/7/2024	3/7/2025	06051XBA9	CD - Bank Amer Na Charlotte NC	237,000		100.000	5.140%	237,000	237,000	237,147	147	35
3/13/2024	3/13/2025	319477AX3	CD - First-Citizens Bk & Tr Co Raleigh NC	237,000		100.000	5.140%	237,000	237,000	237,171	171	41
6/5/2024	6/5/2025	15987UCUO	CD - Charles Schwab Bk SSB Westlake Tex	248,000		100.000	5.330%	248,000	248,000	248,751	751	125
3/6/2024	6/6/2025	33847GEK4	CD - Flagstar Bk Natl Assn Hicksville New York	240,000		100.000	5.130%	240,000	240,000	240,722	722	126
6/26/2024	6/26/2025	200339GFO	CD - Comerica Bk Dallas Tex	249,000		100.000	5.330%	249,000	249,000	249,904	904	146
7/11/2024	7/11/2025	89841MBE6	CD - Trustone Finl Cr Un Plymouth Minn	249,000		100.000	5.230%	249,000	249,000	249,909	909	161
3/12/2024	9/12/2025	95763PSJ1	CD - Western Alliance Bk Phoenix	240,000		100.000	5.070%	240,000	240,000	241,164	1,164	224
3/8/2024	12/8/2025	27002YGG5	CD - Eaglebank Bethesda Md	248,000		100.000	4.820%	248,000	248,000	249,242	1,242	311
6/20/2024	12/19/2025	05584CPQ3	CD - BNY Mellon Na Instl	249,000		100.000	5.060%	249,000	249,000	250,868	1,868	322
5/3/2024	5/4/2026	17312Q4UO	CD- Citibank Natl Assn Sioux Falls	249,000		100.000	4.950%	249,000	249,000	251,221	2,221	458
6/20/2024	12/21/2026	61768E5Q2	CD - Morgan Stanley Private Bk Natl Assn	248,000		100.000	4.980%	248,000	248,000	251,388	3,388	689
3/28/2024	3/29/2027	369674CV6	CD - General Elec Cr Un Cincinnati	249,000		100.000	4.700%	249,000	249,000	251,361	2,361	787



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				
4/30/2024	4/30/2027	91739JAG0	CD - Utah First Fed Cr Un Salt Lake City	249,000		100.000	4.700%	249,000	249,000	251,517	2,517	819
8/23/2024	8/23/2027	98138MCH1	CD - Workers Fed Cr Un Littleton Ma	249,000		100.000	4.020%	249,000	249,000	247,396	(1,604)	934
Totals/Weighted Average				\$ 35,421,479			4.292%	\$ 35,421,479	\$ 35,421,479	\$ 35,437,514	\$ 16,036	37
Benchmark - 4-week Treasury Bill Rates Coupon Equivalent							4.330%					



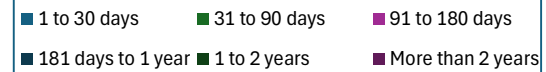
Summary of Cash and Investment Activity

Distribution by Maturity

	Par Value	Percent
1 to 30 days	\$31,732,479	89.6%
31 to 90 days	722,000	2.0%
91 to 180 days	986,000	2.8%
181 days to 1 year	737,000	2.1%
1 to 2 years	497,000	1.4%
More than 2 years	747,000	2.1%
	<u>\$ 35,421,479</u>	<u>100.0%</u>

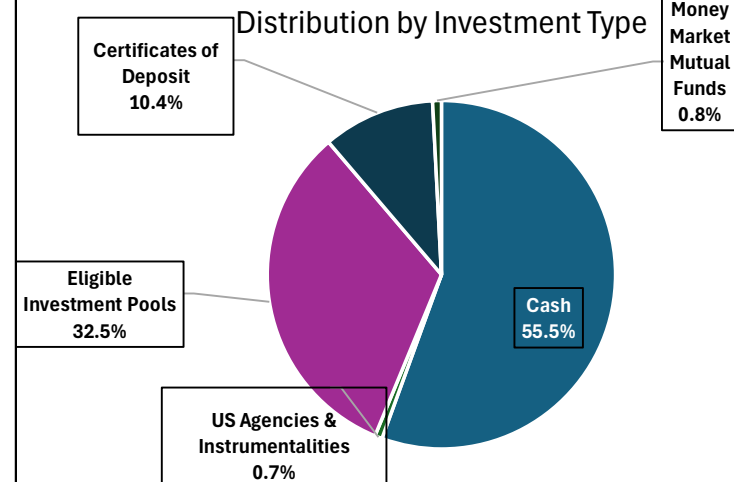


Distribution by Maturity



Distribution by Investment Type

	Book Value	Percent
Cash	\$19,670,133	55.5%
US Agencies & Instrumentalities	250,000	0.7%
Eligible Investment Pools	11,521,187	32.5%
Certificates of Deposit	3,689,000	10.4%
US Treasury Bills / Notes / Bonds	-	0.0%
Money Market Mutual Funds	291,158	0.8%
Repurchase Agreements	-	0.0%
	<u>\$ 35,421,479</u>	<u>100.0%</u>





City of Jacksonville, Texas
Financial Statement
As of January 31, 2025

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	\$ 36,904	\$ 36,904	\$ 36,904	\$ 291,158	\$ 291,158	\$ 291,158
N/A	N/A	LOGIC	Investment Pool	2,594,107	2,594,107	2,594,107	2,604,106	2,604,106	2,604,106
N/A	N/A	TexSTAR	Investment Pool	1,416,524	1,416,524	1,416,524	1,421,805	1,421,805	1,421,805
N/A	N/A	TexasDAILY	Investment Pool	1,416,932	1,416,932	1,416,932	1,422,232	1,422,232	1,422,232
N/A	N/A	Lone Star	Investment Pool	1,418,760	1,418,760	1,418,760	1,423,999	1,423,999	1,423,999
N/A	N/A	Texas FIT	Investment Pool	4,640,249	4,640,249	4,640,249	4,649,045	4,649,045	4,649,045
1/31/2022	1/31/2025	CD - Pentagon Federal Cr Un McLean Va	Certificate of Deposit	249,000	249,000	249,000	-	-	-
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	249,805
2/23/2022	3/3/2025	CD - American Express Natl Bk	Certificate of Deposit	248,000	248,000	248,000	248,000	248,000	247,469
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	237,147
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	237,171
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	248,751
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	240,722
6/26/2024	6/26/2025	CD - Comerica Bk Dallas Tex	Certificate of Deposit	249,000	249,000	249,000	249,000	249,000	249,904
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	249,909
3/12/2024	9/12/2025	CD - Western Alliance Bk Phoenix	Certificate of Deposit	240,000	240,000	240,000	240,000	240,000	241,164
3/8/2024	12/8/2025	CD - Eaglebank Bethesda Md	Certificate of Deposit	248,000	248,000	248,000	248,000	248,000	249,242
6/20/2024	12/19/2025	CD - BNY Mellon Na Instl	Certificate of Deposit	249,000	249,000	249,000	249,000	249,000	250,868
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	251,221
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	251,388



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								
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	251,361
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	251,517
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	247,396
Total of Investments				15,711,477	15,711,477	15,711,477	15,751,346	15,751,346	15,767,381
Cash					18,332,521	18,332,521		19,670,133	19,670,133
Total Investments & Cash					<u>\$ 34,043,998</u>	<u>\$ 34,043,998</u>		<u>\$ 35,421,479</u>	<u>\$ 35,437,514</u>



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
Description	Security Type								
LOGIC	Investment Pool	\$ 630,043	\$ 189,714	\$ 1,233,652	\$ 106,857	\$ 157,259	\$ 41,524	\$ (2,584)	\$ 17,245
TexSTAR	Investment Pool	627,451	188,933	56,989	106,418	156,612	41,353	(2,574)	17,174
TexasDAILY	Investment Pool	627,639	188,990	57,006	106,450	156,659	41,366	(2,574)	17,180
Lone Star	Investment Pool	628,419	189,225	57,077	106,582	156,853	41,417	(2,578)	17,201
Texas FIT	Investment Pool	627,897	189,068	3,283,259	106,493	156,723	41,383	(2,576)	17,187
FNC	Money Market Mutual Funds	128,490	38,690	11,670	21,792	32,071	8,468	(527)	3,517
FNC Brokered CD's, Agencies	Certificates of Deposit, Agencies	1,738,304	523,426	157,884	294,822	433,880	114,567	(7,130)	47,581
Total of Investments		5,008,242	1,508,046	4,857,538	849,414	1,250,057	330,079	(20,543)	137,085
Cash		948,145	285,499	86,117	160,808	236,657	62,490	(3,889)	25,952
Total Investments & Cash		5,956,387	1,793,545	4,943,655	1,010,223	1,486,713	392,569	(24,432)	163,037

Transaction Information		114 COURT CHILD SAFETY TRUST FUND	115 POLICE STATE FORFEITURE FUND	116 POLICE FEDERAL FORFEITURE FUND	118 POLICE LEASE FUND	120 VENUE PROJECT FUND	201 WATER & WASTEWATER UTILITY FUND	301 BEAUTIFICATION FUND	801 PAYROLL PAYABLES	TOTAL
Description	Security Type									
LOGIC	Investment Pool	1,630	3,927	376	615	(2,337)	221,028	2,084	3,074	\$ 2,604,106
TexSTAR	Investment Pool	1,623	3,910	374	612	(2,328)	220,118	2,076	3,062	1,421,805
TexasDAILY	Investment Pool	1,624	3,912	374	612	(2,329)	220,184	2,076	3,063	1,422,232
Lone Star	Investment Pool	1,626	3,916	375	613	(2,331)	220,458	2,079	3,066	1,423,999
Texas FIT	Investment Pool	1,624	3,913	374	612	(2,330)	220,275	2,077	3,064	4,649,045
FNC	Money Market Mutual Funds	332	801	77	125	(477)	45,076	425	627	291,158
FNC Brokered CD's, Agencies	Certificates of Deposit, Agencies	4,497	10,833	1,037	1,695	(6,449)	609,821	5,751	8,482	3,939,000
Total of Investments		12,957	31,212	2,987	4,885	(18,581)	1,756,960	16,569	24,438	15,751,346
Cash		2,453	5,909	565	925	(3,518)	17,854,257	3,137	4,627	19,670,133
Total Investments & Cash		\$ 15,410	\$ 37,121	\$ 3,552	\$ 5,810	\$ (22,098)	\$ 19,611,217	\$ 19,706	\$ 29,064	\$ 35,421,478.89



Summary of Cash and Investment Activity								
Summary of Investment Earnings								
Description	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
Bank Interest	\$ 2,381.04	\$ 716.96	\$ 216.26	\$ 403.83	\$ 594.31	\$ 156.93	\$ (9.77)	\$ 65.17
LOGIC	2,419.19	728.45	4,736.89	410.30	603.83	159.44	(9.92)	66.22
TexSTAR	2,330.24	701.67	211.65	395.22	581.63	153.58	(9.56)	63.78
TexasDAILY	2,338.70	704.21	212.42	396.65	583.74	154.14	(9.59)	64.01
Lone Star	2,311.97	696.16	209.99	392.12	577.07	152.38	(9.48)	63.28
Texas FIT	2,321.67	699.08	12,165.97	393.76	579.49	153.01	(9.52)	63.55
FNC Money Market Mutual Funds	1.52	0.46	0.14	0.26	0.38	0.10	(0.01)	0.04
FNC Brokered CD's, US Agencies	6,891.14	2,075.01	625.90	1,168.76	1,720.03	454.18	(28.27)	188.62
Total	20,995.47	6,322.01	18,379.21	3,560.90	5,240.47	1,383.75	(86.12)	574.68

Summary of Investment Earnings									
Description	114 COURT CHILD SAFETY TRUST FUND	115 POLICE STATE FORFEITURE FUND	116 POLICE FEDERAL FORFEITURE FUND	118 POLICE LEOSE FUND	120 VENUE PROJECT FUND	201 WATER & WASTEWATER UTILITY FUND	301 BEAUTIFICATION FUND	801 PAYROLL PAYABLES	TOTAL
Bank Interest	6.16	14.84	1.42	2.32	(8.83)	38,405.77	7.88	11.62	\$ 42,965.92
LOGIC	6.26	15.08	1.44	2.36	(8.98)	848.69	8.00	11.80	9,999.06
TexSTAR	6.03	14.52	1.39	2.27	(8.65)	817.48	7.71	11.37	5,280.33
TexasDAILY	6.05	14.58	1.39	2.28	(8.68)	820.45	7.74	11.41	5,299.50
Lone Star	5.98	14.41	1.38	2.25	(8.58)	811.07	7.65	11.28	5,238.93
Texas FIT	6.01	14.47	1.38	2.26	(8.61)	814.47	7.68	11.33	17,216.00
FNC Money Market Mutual Funds	0.00	0.01	0.00	0.00	(0.01)	0.53	0.01	0.01	3.44
FNC Brokered CD's, US Agencies	17.83	42.95	4.11	6.72	(25.57)	2,417.51	22.80	33.63	15,615.34
Total	\$ 54.32	\$ 130.85	\$ 12.52	\$ 20.48	\$ (77.89)	\$ 44,935.97	\$ 69.46	\$ 102.45	\$ 101,618.52

This monthly report is in full compliance with the investment strategies as established in the City's Investment Policies and the Public Funds Investment Act, Chapter 2256, Texas Government Code.

Roxanna Briley

Roxanna Briley
Finance Director



JACKSONVILLE POLICE DEPARTMENT

MONTHLY REPORT February 2025

POPULATION DATA			
January-24	14,193		
January-25	14,550		
Annual Growth	357	2.52%	

PART 1 UCR CRIMES

Offense Category	MONTHLY				YEAR TO DATE					
	Monthly Totals	Previous Month's Totals	Amount of Change	Percent Increase/D decrease	YTD 2025	2025 Per 1000/capita	YTD 2024	2024 Per 1000/capita	Amount of Change	Percent Increase/Decrease
Murder	0	0	No Change	*NC	0	0.00	0	0.00	No Change	*NC
Rape	0	0	No Change	*NC	0	0.00	2	0.14	-2	-100.00
Robbery	1	0	1	*NC	1	0.07	0	0.00	1	*NC
Individual	1	0	1	*NC	1	0.07	0	0.00	1	*NC
Business	0	0	No Change	*NC	0	0.00	0	0.00	No Change	*NC
Assaults	14	21	-7	-33.33	35	2.41	54	3.80	-19	-35.19
Aggravated	1	0	1	*NC	1	0.07	11	0.78	-10	-90.91
Other Assaults	13	21	-8	-38.10	34	2.34	43	3.03	-9	-20.93
Burglary	3	3	No Change	0.00	6	0.41	12	0.85	-6	-50.00
Habitatation	1	1	No Change	0.00	2	0.14	10	0.70	-8	-80.00
Building	2	2	No Change	0.00	4	0.27	2	0.14	2	100.00
Theft	10	15	-5	-33.33	25	1.72	39	2.75	-14	-35.90
Burglary Vehicle	1	0	1	*NC	1	0.07	2	0.14	-1	-50.00
Burglary Coin-Op Machine	0	0	No Change	*NC	0	0.00	0	0.00	No Change	*NC
Thefts	9	15	-6	-40.00	24	1.65	37	2.61	-13	-35.14
Motor Vehicle Theft	1	1	No Change	0.00	2	0.14	6	0.42	-4	-66.67
TOTAL OFFENSES	29	4	25	625.00	33	2.27	89	6.27	-56	-62.92

TRAFFIC CRASH SUMMARY

ACTIVITY	MONTHLY				YEAR TO DATE					
	Monthly Totals	Previous Month's Totals	Amount of Change	Percent Increase/D decrease	YTD 2025	2025 Per 1000/capita	YTD 2024	2024 Per 1000/capita	Amount of Change	Percent Increase/Decrease
Motor Vehicle Crashes	20	29	-9	-31.03	49	3.37	53	3.73	-4	-7.55
Injury Crashes	5	8	-3	-37.50	13	0.89	13	0.92	No Change	0.00
Number Transported	6	8	-2	-25.00	14	0.96	18	1.27	-4	-22.22
Fatality Crashes	0	0	No Change	*NC	0	0.00	0	0.00	No Change	*NC
Fatalities	0	0	No Change	*NC	0	0.00	0	0.00	No Change	*NC

PATROL & TRAFFIC DIVISIONS ACTIVITY

ACTIVITY	MONTHLY				YEAR TO DATE					
	Monthly Totals	Previous Month's Totals	Amount of Change	Percent Increase/D decrease	YTD 2025	2025 Per 1000/capita	YTD 2024	2024 Per 1000/capita	Amount of Change	Percent Increase/Decrease
Calls for Service	2,045	1,881	164	8.72	3,926	269.83	3,596	253.36	330	9.18
Citations	295	331	-36	-10.88	626	43.02	626	44.11	No Change	0.00
Offense Reports	110	133	-23	-17.29	243	16.70	243	680.67	No Change	0.00
Response Time Avg. Emergency	1.57	3.04	-1.47	-48.36	2.30		7.18		-4.88	-67.97
Response Time Avg. Non-Emer.	4.26	4.55	-0.29	-6.37	4.40		7.46		-3.06	-41.02

COMMUNICATIONS DIVISION ACTIVITY

ACTIVITY	MONTHLY				YEAR TO DATE					
	Monthly Totals	Previous Month's Totals	Amount of Change	Percent Increase/D decrease	YTD 2025	2025 Per 1000/capita	YTD 2024	2024 Per 1000/capita	Amount of Change	Percent Increase/Decrease
NCIC/TCIC Entries	448	442	6	1.36	890	61.17	85	5.99	805	947.06
911 Calls - Total	257	341	-84	-24.63	588	40.41	722	50.87	-134	-18.56
911 Calls - Police	127	170	-43	-25.29	297	20.41	423	29.80	-126	-29.79
911 Calls - Fire	81	86	-5	-5.81	167	11.48	153	10.78	14	9.15
911 Calls - EMS	134	172	-38	-22.09	306	21.03	306	21.56	No Change	0.00

CRIMINAL INVESTIGATION DIVISION ACTIVITY

ACTIVITY	MONTHLY				YEAR TO DATE					
	Monthly Totals	Previous Month's Totals	Amount of Change	Percent Increase/Decrease	YTD 2025	2025 Per 1000/capita	YTD 2024	2024 Per 1000/capita	Amount of Change	Percent Increase/Decrease
Cases Assigned	12	64	-52	-81.25	76	5.22	128	9.02	-52	-40.63
Cases Cleared	15	74	-59	-79.73	89	6.12	105	7.40	-16	-15.24
Cases Filed (Misdemeanor)	63	83	-20	-24.10	146	10.03	114	8.03	32	28.07
Cases Filed (Felony)	38	35	3	8.57	73	5.02	67	4.72	6	8.96
Cases Filed (Juvenile)	2	0	2	*NC	2	0.14	6	0.41	-4	-66.67

ARRESTS

ACTIVITY	MONTHLY				YEAR TO DATE					
	Monthly Totals	Previous Month's Totals	Amount of Change	Percent Increase/Decrease	YTD 2025	2025 Per 1000/capita	YTD 2024	2024 Per 1000/capita	Amount of Change	Percent Increase/Decrease
DWI Arrest	13	14	-1	-7.14	29	1.99	19	1.34	10	52.63
Adult Arrests	61	68	-7	-10.29	129	8.87	101	7.12	28	27.72
City Warrant Cleared	21	85	-64	-75.29	106	7.29	51	3.59	55	107.84
Drug Related Arrests	15	15	No Change	0.00	30	2.06	21	1.48	9	42.86
Juvenile Arrests	1	0	1	*NC	1	0.07	5	0.35	-4	-80.00

POLICE PERSONNEL

ACTIVITY	MONTHLY				YEAR TO DATE					
	Monthly Totals	Previous Month's Totals	Amount of Change	Percent Increase/Decrease	YTD 2025	2025 Per 1000/capita	YTD 2024	2024 Per 1000/capita	Amount of Change	Percent Increase/Decrease
TCOLE Training Hours	230	140	90	64.29	370	25.43	253	17.83	117	46.25
Community Meetings	4	2	2	100.00	6	0.41	7	0.49	-1	-14.29
Lake Patrol Hours	0	0	No Change	*NC	0	0.00	0	0.00	No Change	*NC
Volunteer Hours	8	23	-15	-65.22	31	2.13	81	5.71	-50	-61.73
Volunteer Security Checks	11	29	-18	-62.07	40	2.75	61	4.30	-21	-34.43
Open Records Requests	109	161	-52	-32.30	270	18.56	256	18.04	14	5.47
Special Events	4	2	2	100.00	4	0.27	0	0.00	4	*NC

CODE ENFORCEMENT ACTIVITY

ACTIVITY	MONTHLY				YEAR TO DATE					
	Monthly Totals	Previous Month's Totals	Amount of Change	Percent Increase/Decrease	YTD 2025	2025 Per 1000/capita	YTD 2024	2024 Per 1000/capita	Amount of Change	Percent Increase/Decrease
Inspections - Trash	36	35	1	3	71	4.88	120	8.45	-49	-40.8
- Junk Vehicles	10	11	-1	-9	21	1.44	45	3.17	-24	-53.3
- Grass/Weeds	1	1	No Change	0	2	0.14	30	2.11	-28	-93.3
- Illegal Signs	60	41	19	46	101	6.94	98	6.90	3	3.1
- Unsafe Conditions	1	0	1	*NC	1	0.07	0	0.00	1	*NC
- Vendors	2	1	1	100	3	0.21	2	0.14	1	50.0
- Other	4	1	3	300	5	0.34	49	3.45	-44	-89.8
Resolved - Trash	23	27	-4	-15	50	3.44	133	9.37	-83	-62.4
- Junk Vehicles	3	4	-1	-25	7	0.48	33	2.33	-26	-78.8
- Grass/Weeds	0	0	No Change	*NC	0	0.00	42	2.96	-42	-100.0
- Illegal Signs	60	41	19	46	101	6.94	99	6.98	2	2.0
- Unsafe Conditions	0	0	No Change	*NC	0	0.00	0	0.00	No Change	*NC
- Vendors	2	1	1	100	3	0.21	2	0.14	1	50.0
- Other	4	1	3	300	5	0.34	36	2.54	-31	-86.1

ANIMAL SERVICES ACTIVITY

ACTIVITY	MONTHLY				YEAR TO DATE					
	Monthly Totals	Previous Month's Totals	Amount of Change	Percent Increase/Decrease	YTD 2025	2025 Per 1000/capita	YTD 2024	2024 Per 1000/capita	Amount of Change	Percent Increase/Decrease
Dogs - Intake	38	28	10	36	66	4.54	71	5.00	-5	-7.0
Dogs - Adopted / Rescued	11	11	No Change	0	22	61.62	27	1.90	-5	-18.5
Dogs - Reclaimed by Owner	10	5	5	100	15	1.03	10	0.70	5	50.0
Cats - Intake	10	5	5	100	15	1.03	20	1.41	-5	-25.0
Cats - Adopted / Rescued	4	11	-7	-64	15	1.03	18	1.27	-3	-16.7
Cats - Reclaimed by Owner	1	0	1	*NC	1	0.07	1	0.07	No Change	0.0

Calls for Service Total	118	108	10	9	226	15.53	232	16.35	-6	-2.6
Barking Dogs	0	0	No Change	*NC	0	0.00	1	0.07	-1	-100.0
Loose Animals	98	77	21	27	175	12.03	213	15.01	-38	-17.8
Other Wildlife - Livestock	1	3	-2	-67	4	0.27	7	0.49	-3	-42.9
Value of Donated Materials	\$400	\$1,000	-600	-60	\$1,400	96.22	\$550	38.75	\$850	154.5
Volunteer Hours	5	4	1	25	9	0.62	8	0.56	1	12.5
Community Service Hours	112	137	-25	-18	249	17.11	444	31.28	-195	-43.9



JACKSONVILLE FIRE DEPARTMENT



TOTAL CALLS:
322



**AVERAGE
RESPONSE TIME:**
5 MIN. 21 SEC.



**RESCUE /
EMS:**
187



FIRES:
10



**FIRE
RESPONSES:**
135



LIFT ASSISTS:
16



**MOTOR VEHICLE
ACCIDENTS:**
15



**NON-EMERGENCY
TRANSFERS:**
14



**FALSE
ALARMS:**
19



**ASSIST OTHER
AGENCY:**
9



MONTHLY REPORT

February 2025

JACKSONVILLE



JACKSONVILLE FIRE DEPARTMENT

Monthly Report

February 1, 2025 - February 28, 2025



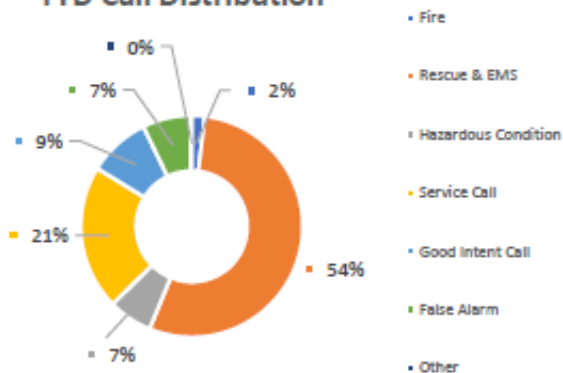
ANNUAL CALL STATISTICS

Year to Date Calls:	Total		In City		Mutual Aid	
	679		662	97.50%	17	2.50%

ANNUAL CALL DISTRIBUTION

Type	Total Fire	Total EMS	Total All	%
Fire	5		5	1%
Rescue & EMS	144	414	558	82%
Hazardous Condition	17		17	3%
Service Call	56		56	8%
Good Intent Call	24		24	4%
False Alarm	19		19	3%
Other	0		0	0%

YTD Call Distribution



MONTHLY CALL STATISTICS

Month	2022		2023		2024		2025		% Change	
	EMS	FIRE	EMS	FIRE	EMS	FIRE	EMS	FIRE	EMS	FIRE
January	217	99	202	33	240	123	227	130	-5.4%	5.7%
February	202	80	184	32	194	129	187	135	-3.6%	4.7%
March	207	82	291	75	204	145	0	0	-29.9%	93.3%
April	225	51	275	73	185	118	0	0	-32.7%	61.6%
May	228	67	281	81	201	177	0	0	-28.5%	118.5%
June	195	91	256	109	191	167	0	0	-25.4%	53.2%
July	226	69	213	105	184	129	0	0	-13.6%	22.9%
August	236	76	282	119	209	139	0	0	-25.9%	16.8%
September	204	31	251	111	180	132	0	0	-28.3%	18.9%
October	227	43	267	91	184	138	0	0	-31.1%	51.6%
November	194	47	231	88	183	133	0	0	-20.8%	51.1%
December	216	43	287	111	199	126	0	0	-30.7%	13.5%
TOTAL by Type	2,577	779	3,020	1,028	2,354	1,656	414	265	-0.22	61.1%
TOTAL CALL VOLUME	3,356		4,048		4,010		679		-0.9%	

Community & Public Services Reported Concerns



Monthly Report

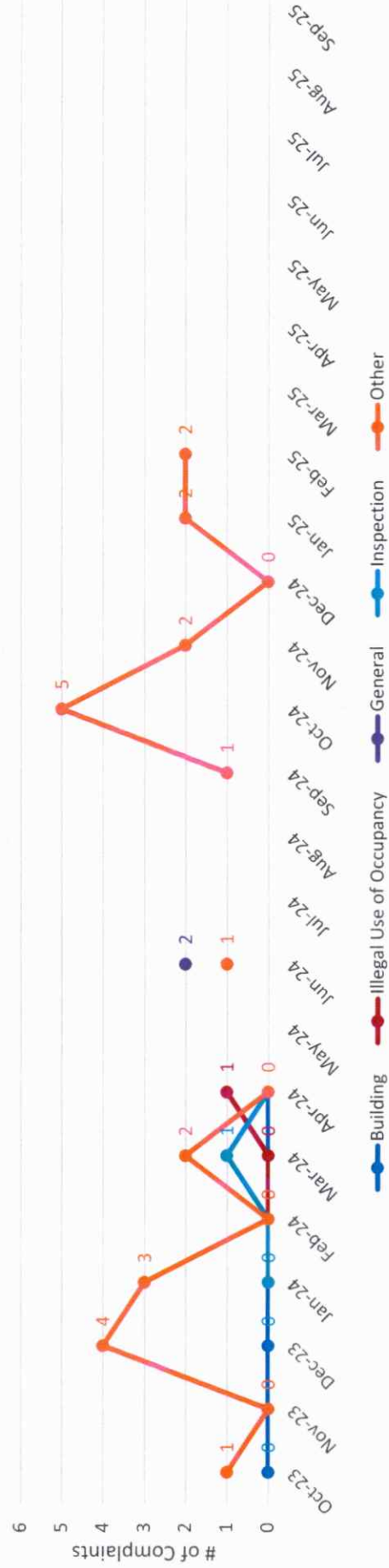
February-25

Gov Pilot Work Orders

Building CONCERN

	Feb-25	Oct. 1 - YTD	Notes:
Building	0	0	
General	0	0	
Inspection	0	0	
Other	2	11	

Number Building Complaints



Parks

CONCERN

Overgrowth

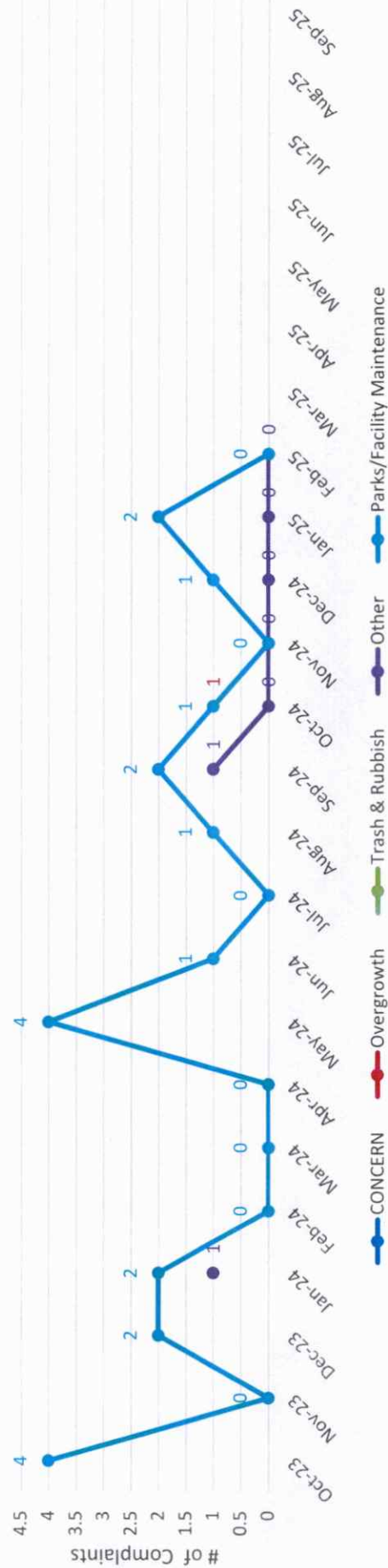
Trash & Rubbish

Other

Parks/Facility Maintenance

Feb-25	Oct. 1 - YTD	Notes:
0	1	
0	0	
0	0	
0	4	

Number Park Complaints



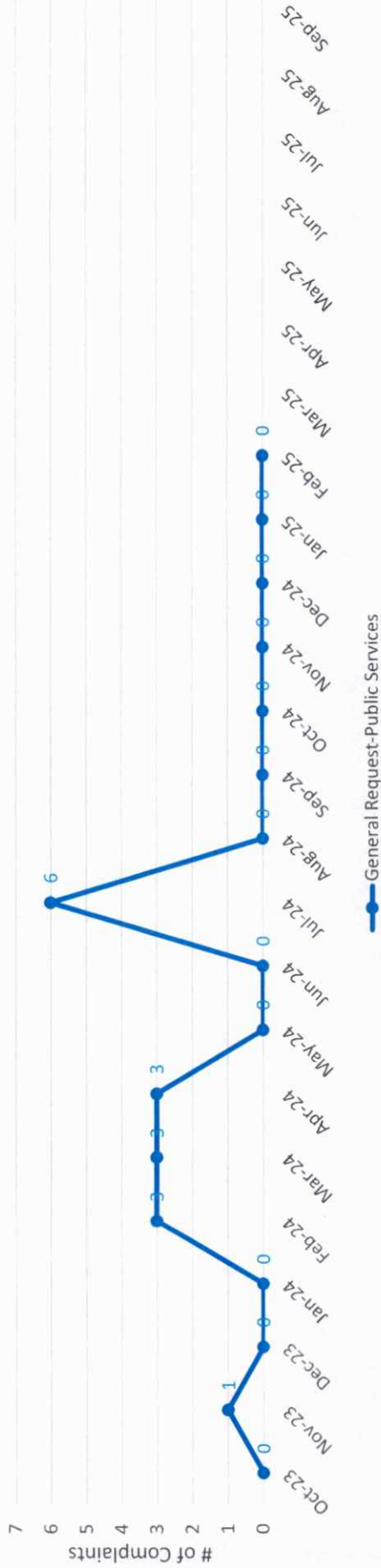
Public Services

CONCERN

General Request-Public Services

Feb-25	Oct. 1 - YTD	Notes:
0	0	

Number Public Services Complaints



Sanitation

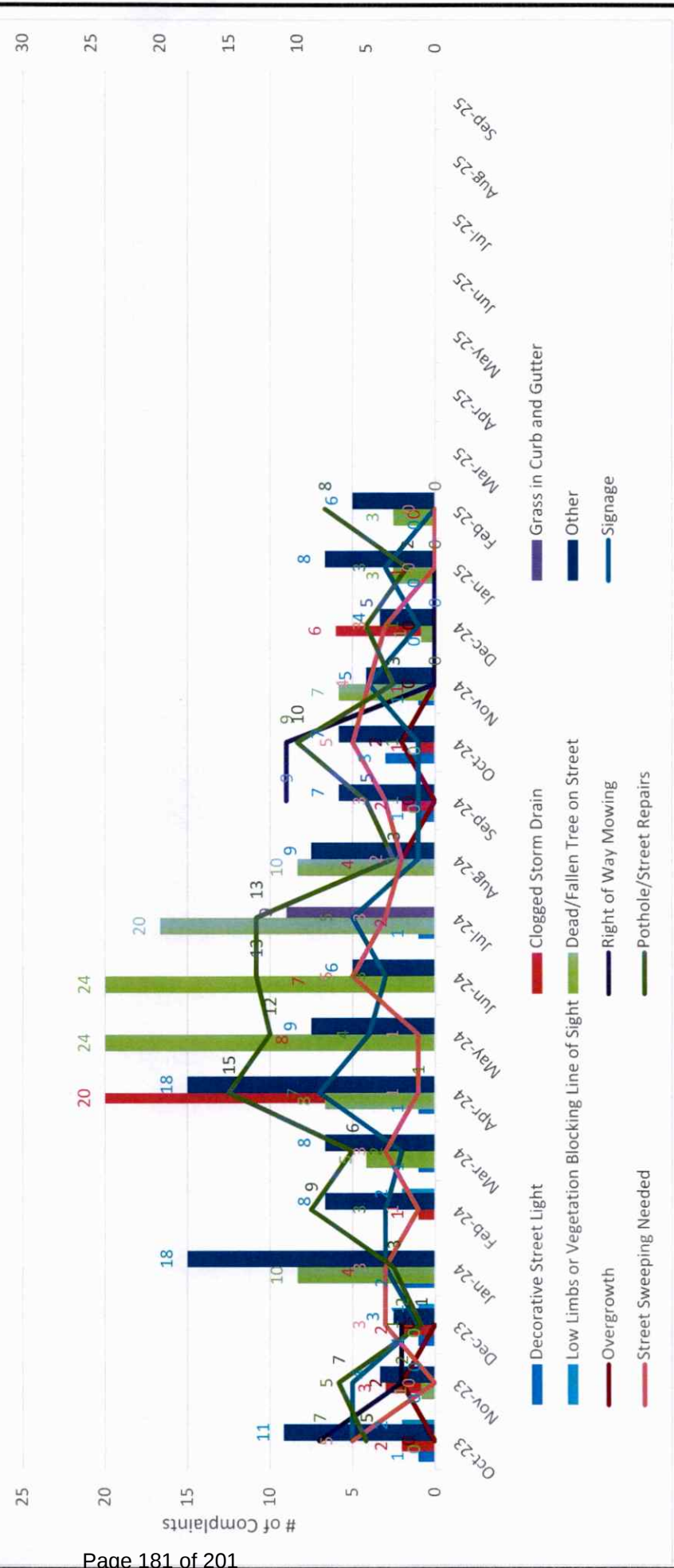
CONCERN	Feb-25	Oct. 1 - YTD	Notes:
Trash Can	0	0	
Trash & Rubbish	0	0	
Wednesday Yard Waste	3	20	
Bulky Waste Pick Up Request	55	282	

Number Sanitation Complaints

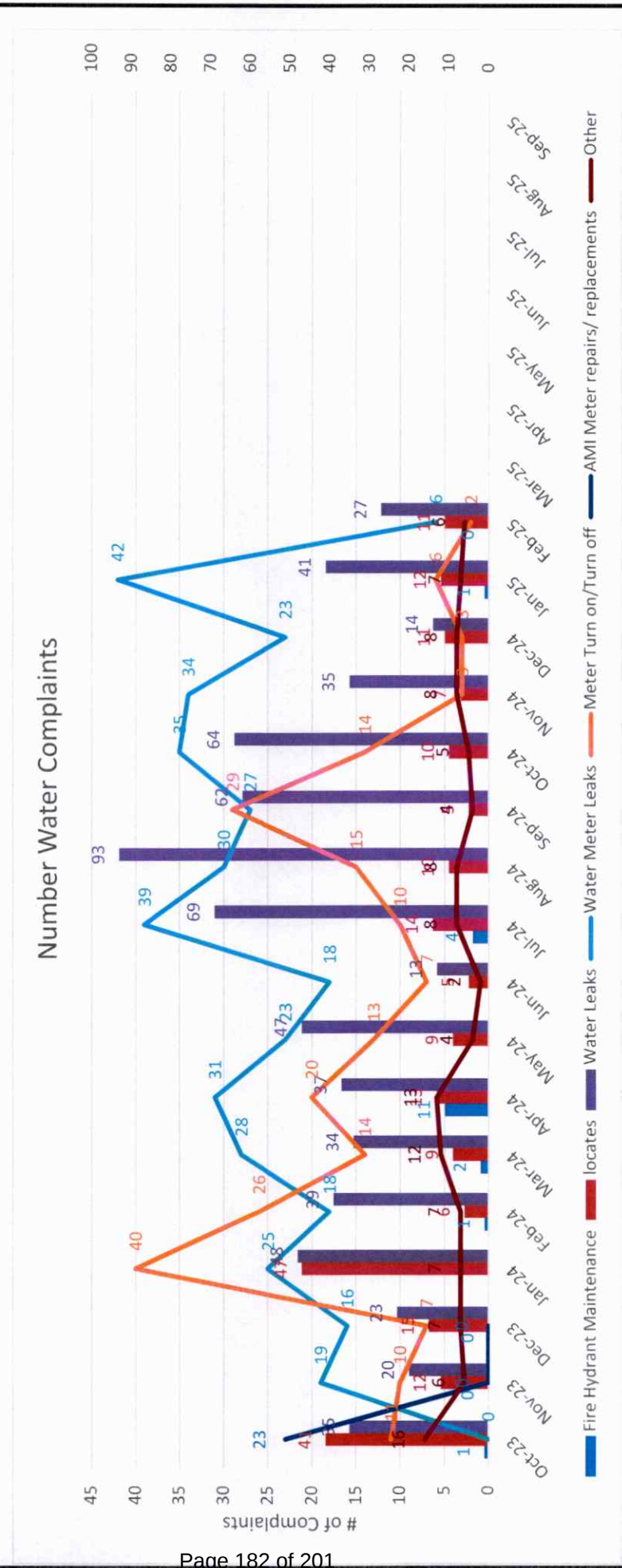


Streets		
CONCERN	Feb-25	Oct. 1 - YTD
Decorative Street Light		4
Clogged Storm Drain	0	9
Dead/Fallen Tree on Street	3	14
Other	6	30
Overgrowth		2
Pothole/Street Repairs	8	28
Right of Way Mowing		9
Signage	0	9
Street Sweeping Needed	0	12

Number Street Complaints



Water			
CONCERN			
Feb-25		Oct. 1 - YTD	Notes:
Fire Hydrant Maintenance		1	
locates		51	
Water Leaks		181	
Water Meter Leaks		140	
Meter Turn on/Turn off		28	
AMI Meter repairs/ replacements		0	
Other		34	



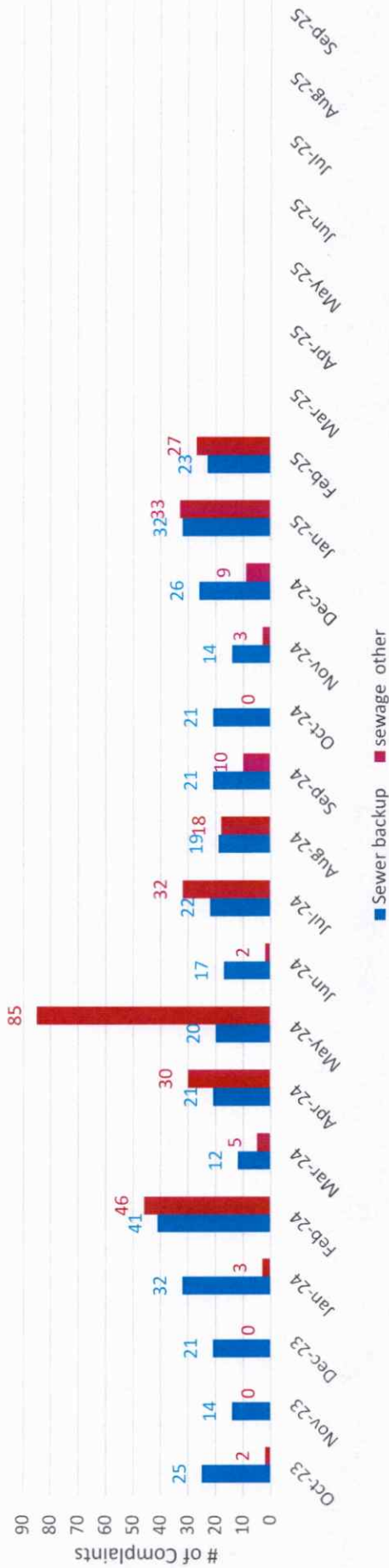
Wastewater Collection

CONCERN

Sewer backup
sewage other

Feb-25	Oct. 1 - YTD	Notes:
23	116	
27	72	

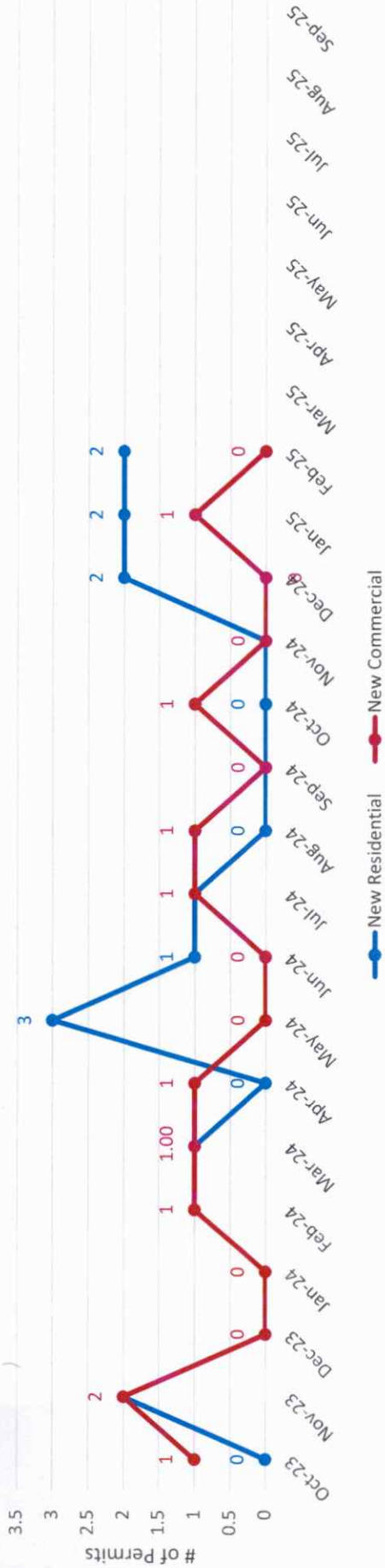
Number Wastewater Complaints



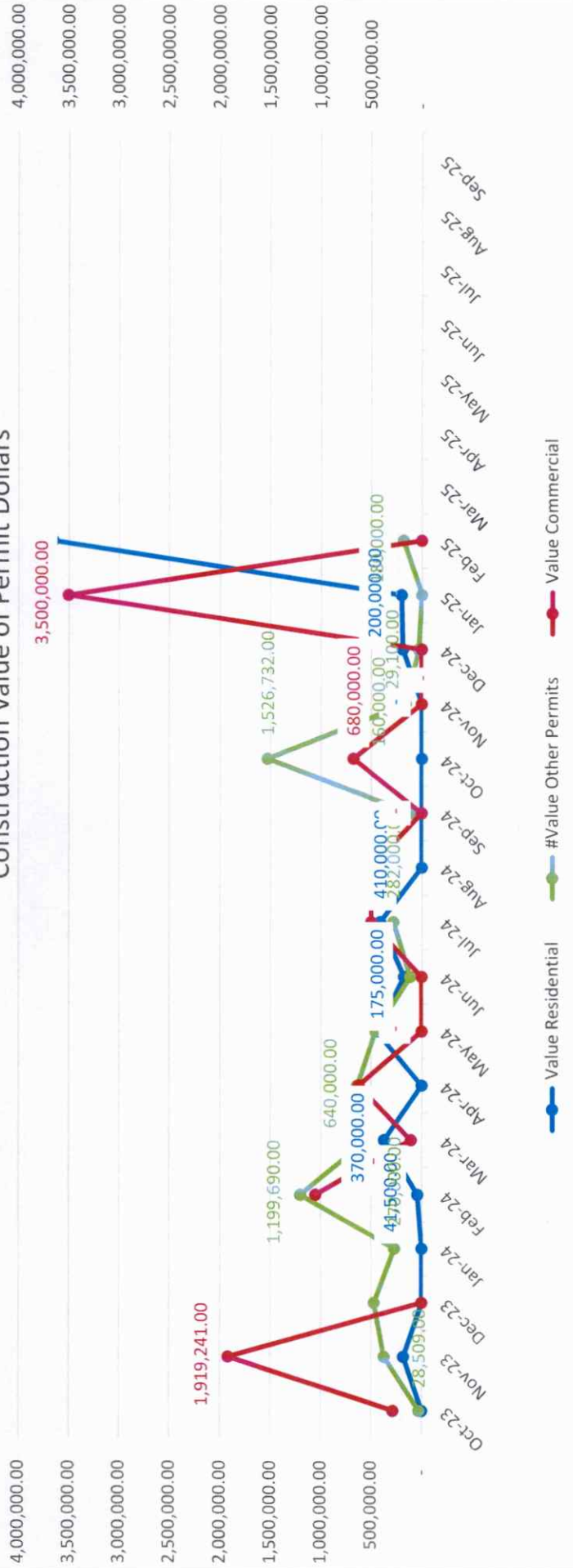
Gov Pilot Totals	179	1058
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Building Department

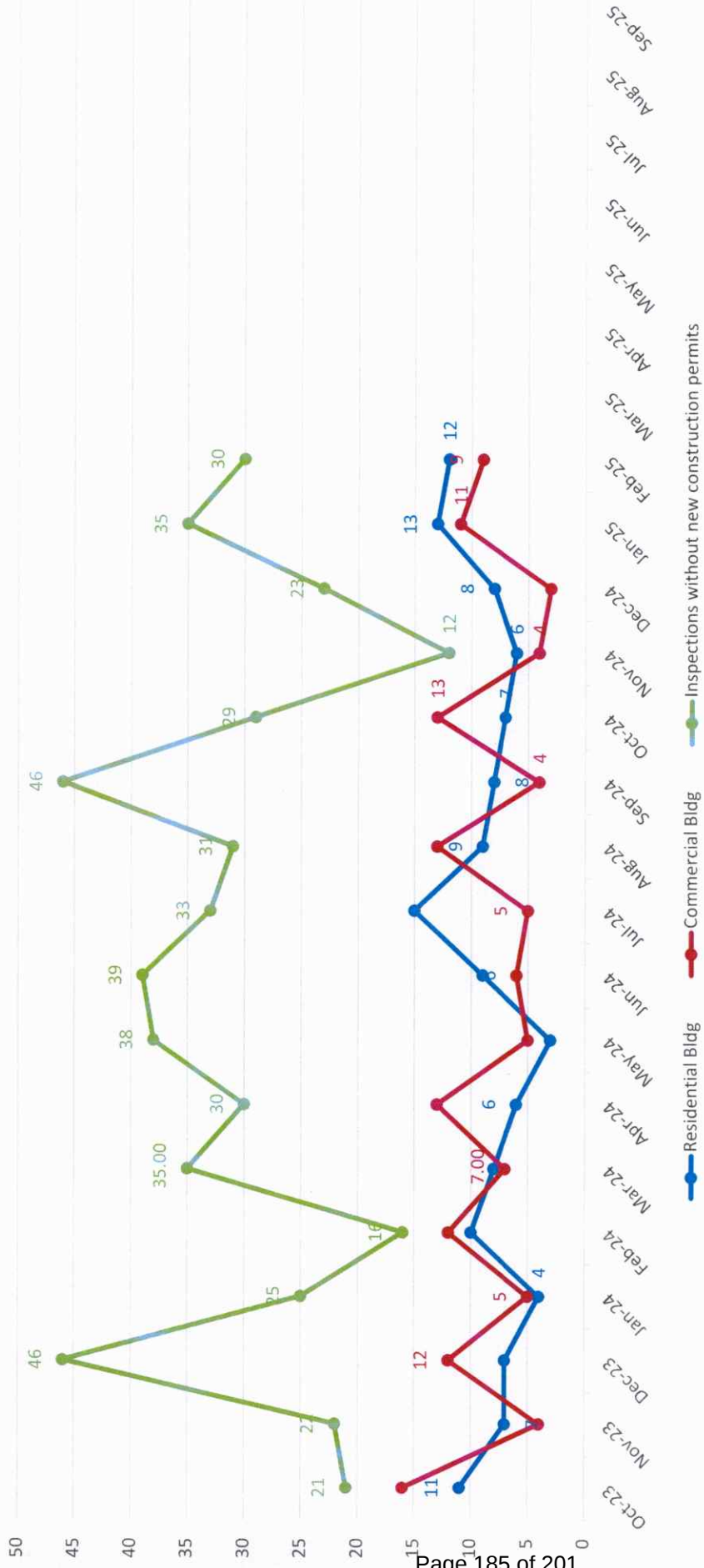
Number Building Permits Issued



Construction Value of Permit Dollars

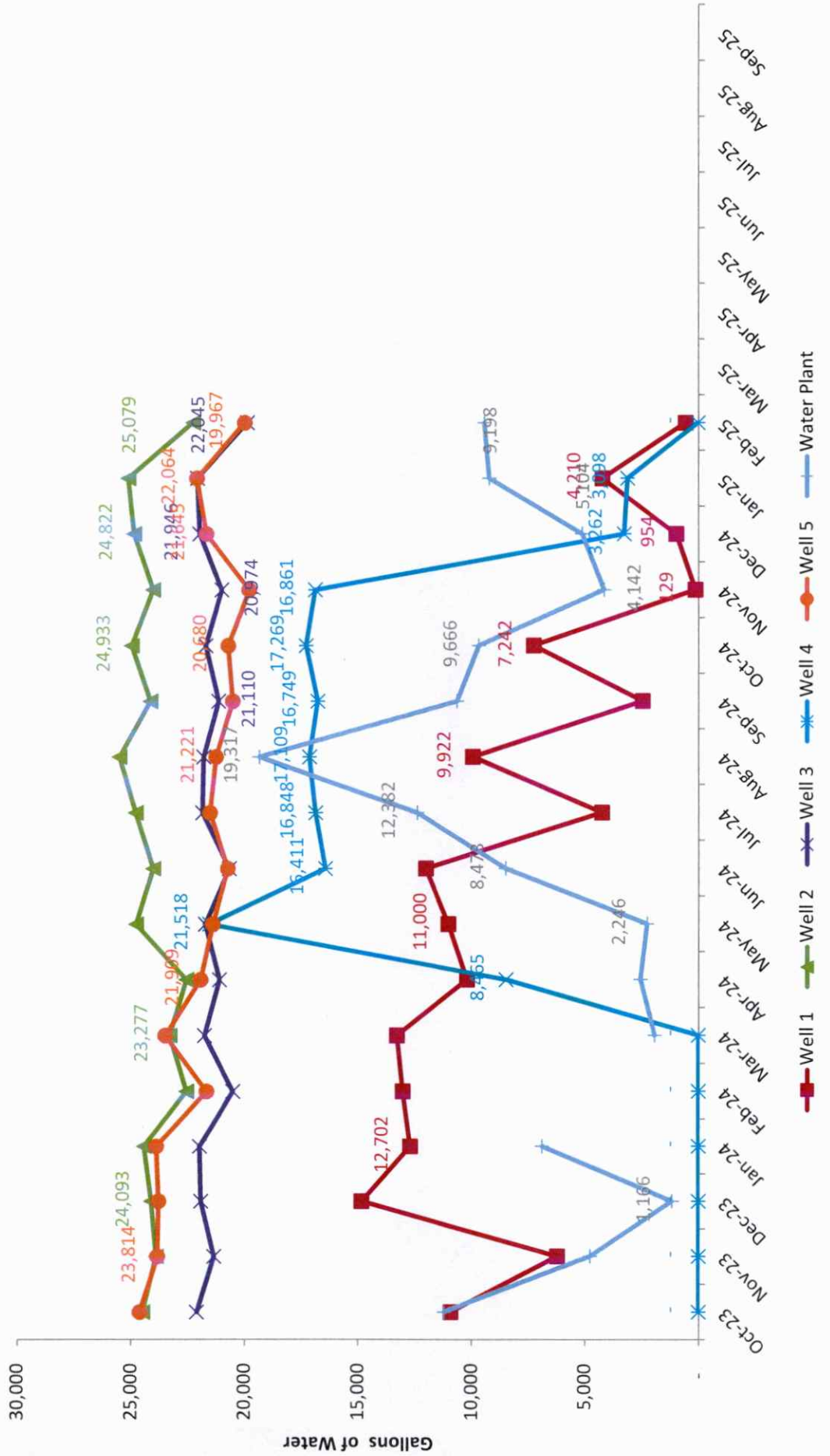


of Inspections



Water Production Department

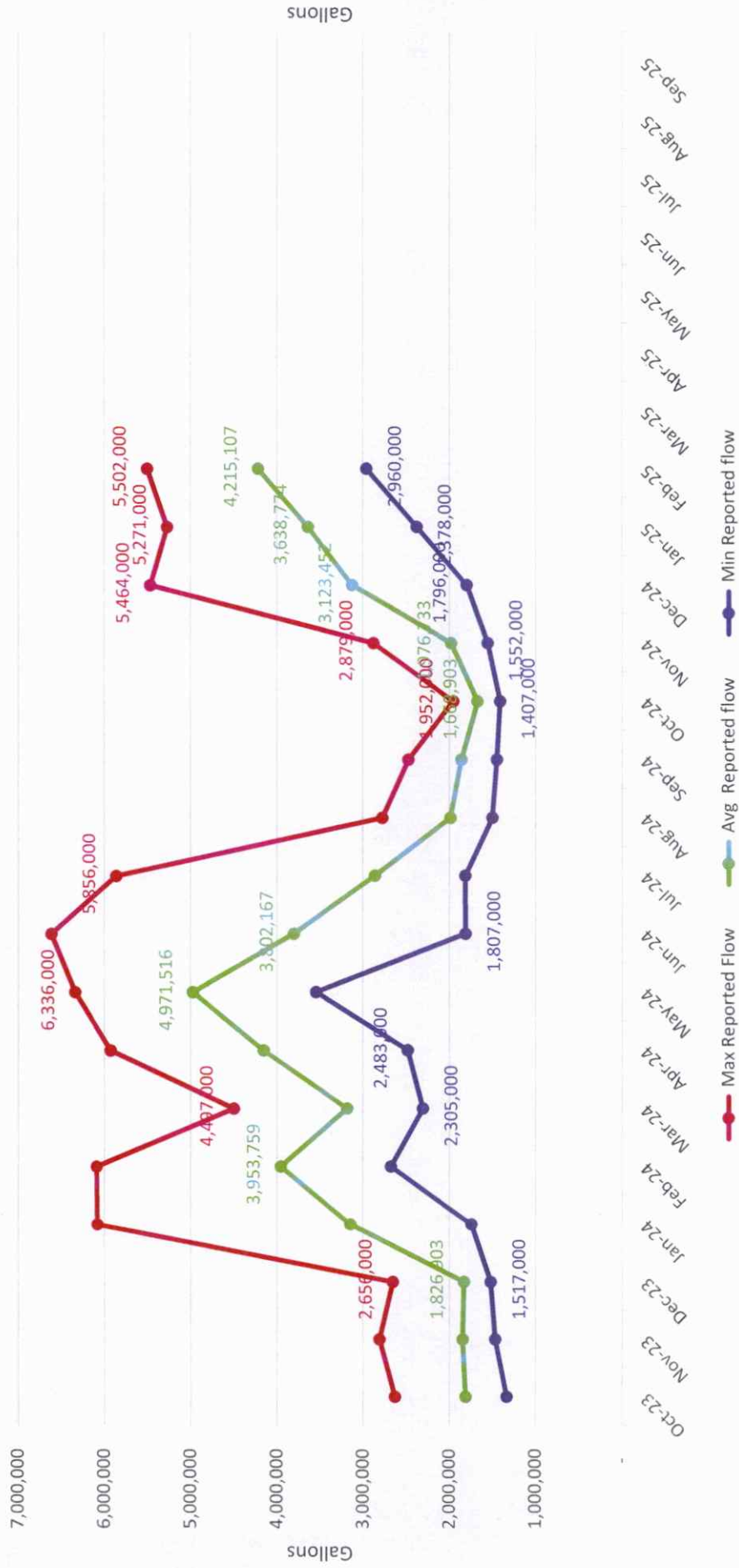
Monthly Water Production



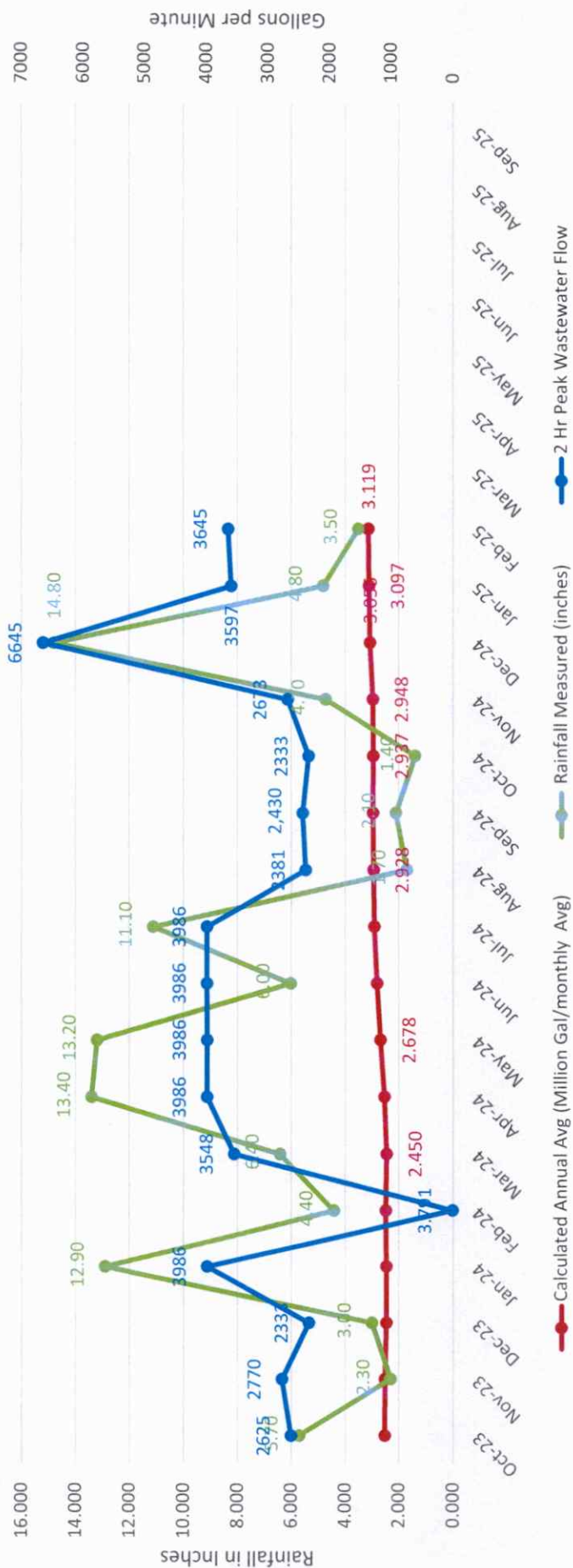
** information from Water Plant Daily Production Logs

Wastewater Treatment Department

Double Creek WWTP reported flows



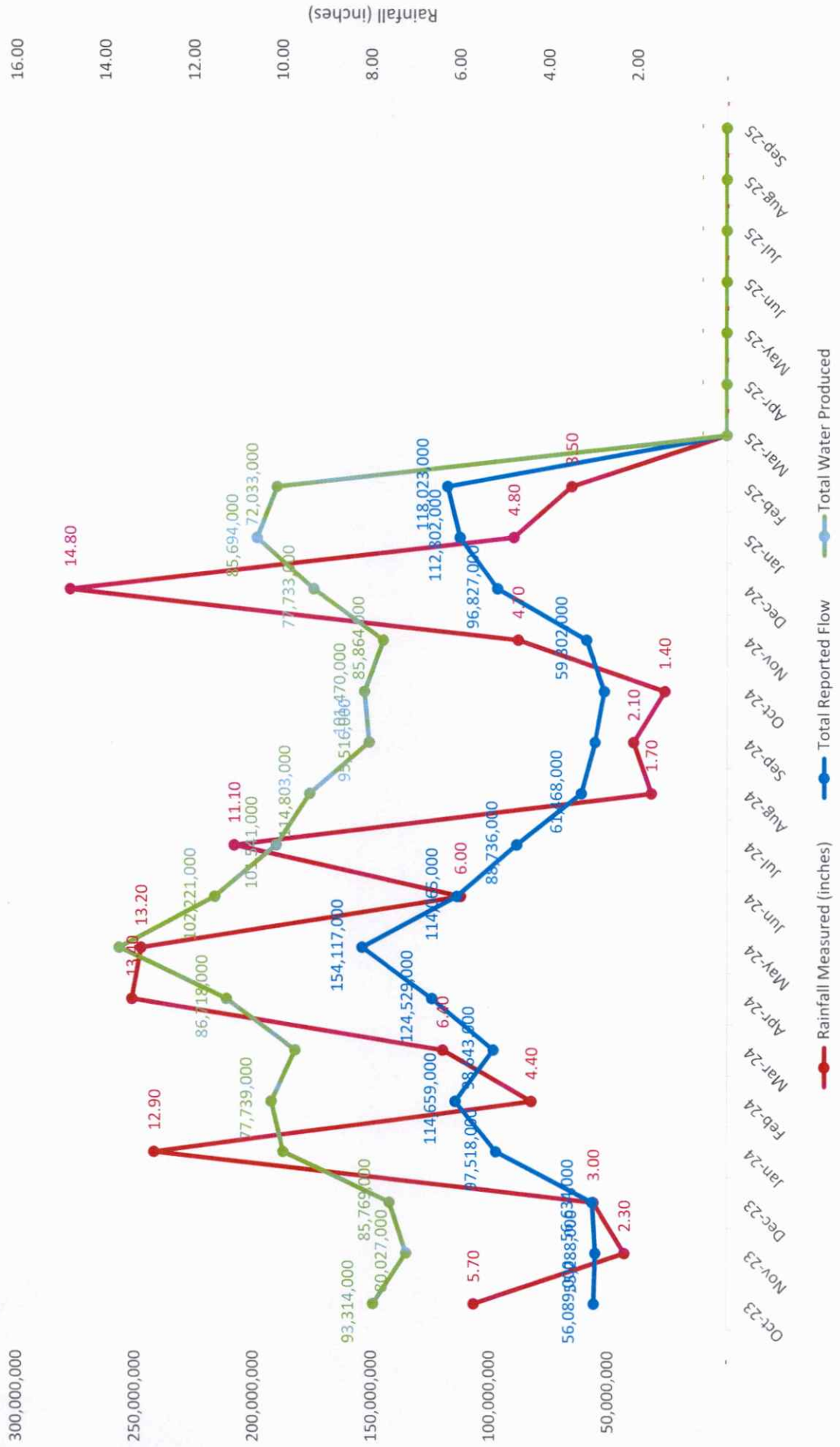
Double Creek WWTP Flow & Rainfall Data



** information from Wastewater Plant Daily Log Reports

Water Vs Wastewater Treatment Comparison

Water Produced Vs Wastewater Treated vs rainfall



Special Projects on Smartsheet

TWDB # 73921 24" Sewer Line Replacement	page	15
2025 Morris Street Sewer Repair	page	16
Canada Street Project	page	17
Sunnydale Lift Station	page	18
Tx CDBG Sewer Upgrade Sycamore & Nichols	page	19
TWDB # _ Double Creek Expansion	page	20
Hwy 175 Utility Relocation	page	21



TWDB #73921 24" Sewer replacement (Medivac) Capital # 2023-611-03

24" sewer line replacement TWDB

Progress Report TWDB 24" Sewer line (Medivac)

Primary	% Budget remaining	\$ Remaining Budget	Actual Cost	Budget Cost	End Date	Start Date
Project Name Double TWDB	99.7%	\$11,854,220.00	-\$40,780.00	\$11,895,000.00		11/29/23
Stokes: Project 030-2			-\$3,000.00			
Stokes: Application pr			-\$20,500.00			
Stokes & Associates f			-\$17,280.00	\$1,431,800.00		11/13/24

Information only

Smartsheet is still being assembled ** Data is not current to date



Morris Street Sewer Repair

Contractor shall dig and replace (in-place) an existing 6" diameter clay tile sewer main and install new 6" diameter SDR-35 PVC sewer pipe in the same trench, totaling approximately 1,100 linear feet including but not limited to replacing four (4) 4' diameter precast concrete manholes to be installed at the locations shown on the exhibit above, clearing and grubbing, and re-connection of existing service lines for a complete and operable water-tight sewer system.

Progress Report - Morris St Sewer

Task Name	Start Date	End Date	Budget Cost	Actual Cost	% Budget remaining	\$ Remaining Budget
Project Name Morris St Sewer Repair	01/30/25		\$50,000.00	0	100%	\$50,000.00
Funding Source						
cash funded/ non-budgeted						
Capps						
6" SDR 35 PVC Sewer pipe 1100 lf	02/25/25		\$32,685.00			
Ferguson						
Accounts Payable:	01/30/25		\$5,275.62	0		





Canada Street Project Capital # 2024-603-05

Street, sidewalk, sewer and drainage improvements along Canada Street from Bolton Street to South Jackson Street. Services provided by SPI include design, bidding, construction phase administration, and construction review.

Progress Report Canada Street

Primary	Start Date	End Date	Budgets Cost	Actual Cost	% budget remaining	\$ remaining
Project Name : Canada Street Project	04/06/23		\$2,400,000.00	-\$222,800.00	91%	\$2,177,200.00
Funding Source:						
Shauburg & Polk (SPI)	05/09/23		\$239,250.00	-\$222,800.00	7%	\$16,450.00
Preliminary Design			\$140,000.00	-\$148,000.00	-6%	-\$8,000.00
Final Design			\$100,000.00	-\$57,850.00	42%	\$42,150.00
Bidding			\$10,000.00	\$0.00	100%	\$10,000.00
Construction Phase			\$100,000.00	-\$22,220.00	78%	\$77,780.00
Contract Appraiser	02/10/25					
Contract Surveyor	01/31/25			-\$1,800.00		
Cemetery Scraping	11/13/24			-\$8,420.00		

Information only

Smartsheet is still being assembled ** Data is not current to date



Sunnydale Street Lift Station SEP Project Capital # 2022-611-01

Installation of approx 1,430 LF of 8" & 6" PVC sanitary sewer gravity main, manholes, sewer services, PVC sewer force main & a duplex lift station including electrical controls & generator

Sunnydale LS project report

Primary	Start Date	End Date	Budgeted Cost	Actual Cost	% budget remaining	\$ Remaining	Notes & Descriptions
Sunnydale Lift Station Project			\$250,000.00	-\$236,389.53	5%	\$13,610.47	
Cash Funded							
Planning: Workorder 030-2216							
Stokes & Associates	01/08/19		\$48,000.00	-\$75,283.54	-57%	-\$27,283.54	
PO 2117 Capps Capco	11/18/24	03/18/25					120 calendar days
Capps Capco			\$460,443.50	-\$161,105.99	65%	\$299,337.51	





Nichols & Sycamore Sewer Replacement * I & I Project TxCDBG Grant CDV23-0193 Capital # 2025-611-01

Nichols Green:

Sewer main replacement will cross Corinth Rd and enter city owned Nichols Green Park, ending approximately 900 feet southeast of the intersection of Jackson Dr & Heritage Dr. Replace three thousand two hundred fifty linear feet (3,250 l.f.) of eight-inch (8 in.) of gravity sewer truck main, nine (9) manholes, seventy-five linear feet (75 l.f.) of encased road bore, disposal and pipe embedment and all associated appurtenances

Sycamore Street:

Sycamore St between Hwy 79 & Sunset Ave. Replace seven hundred twenty five linear feet (725l.f.) of eight-inch (8 in.) sewer line , reconections, bypass pumping, pavement repairs and all associated appurtenances.

Progress Report - Nichols I & I Project

Primary	Start Date	End Date	Actual Cost	Budget Cost	% Budget remaining	\$ Remaining Budget
Project Name Nichols I & I			\$0.00	\$575,000.00	100%	\$575,000.00
TxCDBG Grant				\$500,000.00		
COJ city match				\$75,000.00		
Nichols Green Sewer Main						
Sycamore St Sewer						
Pre Agreement Cost Begins	05/03/23	05/30/23				
Grant Contract Period Begins	02/01/25	02/21/25				
Environmental Reviews/ Plans & Specifications Recommended to be completed	04/13/25	08/01/25				
Group B Forms Required to be Completed	01/02/26	02/01/26				
Project Recommended to be Complete, including inspections	05/04/26	10/01/26				
Grant Contract Ends	01/16/27	01/31/27				
Final Payment and Closeout Documents required to be submitted	03/17/27	04/01/27				
Contract Engineering Firm:						
Stokes & Associates	10/01/24			\$72,000.00	100%	\$72,000.00
Grant Admin:						
Garv Traylor				\$48,500.00		





TWDB # Double Creek Expansion

Capital # 2025-612-21

TWDB Project # 73955

Double Creek Wastewater Treatment Plant Upgrade and Expansion Project will be funded with a loan from the Texas Water Development Board (TWDB) Clean Water State Revolving Fund Loan. The expansion will increase the permitted capacity of the WWTP from 2.30 MGD to approximately 5.80 MGD, and an equalization basin. The Engineering firm Stoke will be responsible for planning, acquisition, design, and construction.

Progress Report TWDB Double Creek Expansion

Primary	Start Date	End Date	Budget Cost	Actual Cost	\$ Remaining Budget	% Budget remaining
Project Name Double Creek WWTP Upgrade & Expansion	11/29/23		\$11,895,000.00		\$11,854,220.00	99.7%
TWDB						
Stokes: Project 030-2304 Misc Billable				-\$3,000.00		
Stokes: Application process project 030-2335				-\$20,500.00		
Stokes & Associates PO 2169 Project 030-2421	11/13/24		\$1,431,800.00	-\$17,280.00		



Hwy 175 Utility Relocation Capital # 2024-610-01

Due to the Widening of Hwy 175 north of Jacksonville, the City is responsible for relocating utilities ending at North Bolton. This project will include approximately 3,367 LF of 8" waterline, 1,475 LF of 2" sewerline, 1,758 LF of sewer lines, gate valves, manholes, water and sewer service connections, and removal and grouting of existing water and sewer lines.

Hwy 175 Utility Progress Report

Primary	Notes & Descriptions	Budgeted Cost	Actual Cost	\$ Remaining	% Budget Remaining	Start Date
Project Name Hwy 175 Utility Relocates		\$1,884,316.00	\$119,250.00	\$1,765,066.00	94%	08/04/21
Cash Funded	103-603-03-52710	\$664,116.00				10/01/24
Cash Funded	201-610-06-52712	\$664,116.00				10/01/24
ARPA funded	201-610-06-52712-037	\$556,084.00				10/01/24
Engineering: SPI PO 1896	FY 2023-24	\$112,497.60	\$111,000.00			
SPI PO 2154	FY 24-25	\$82,500.00	\$8,250.00			10/01/24
Construction	270 days					03/01/25
AP Payments: McKinney	po 2168	\$1,373,400.62				11/13/24

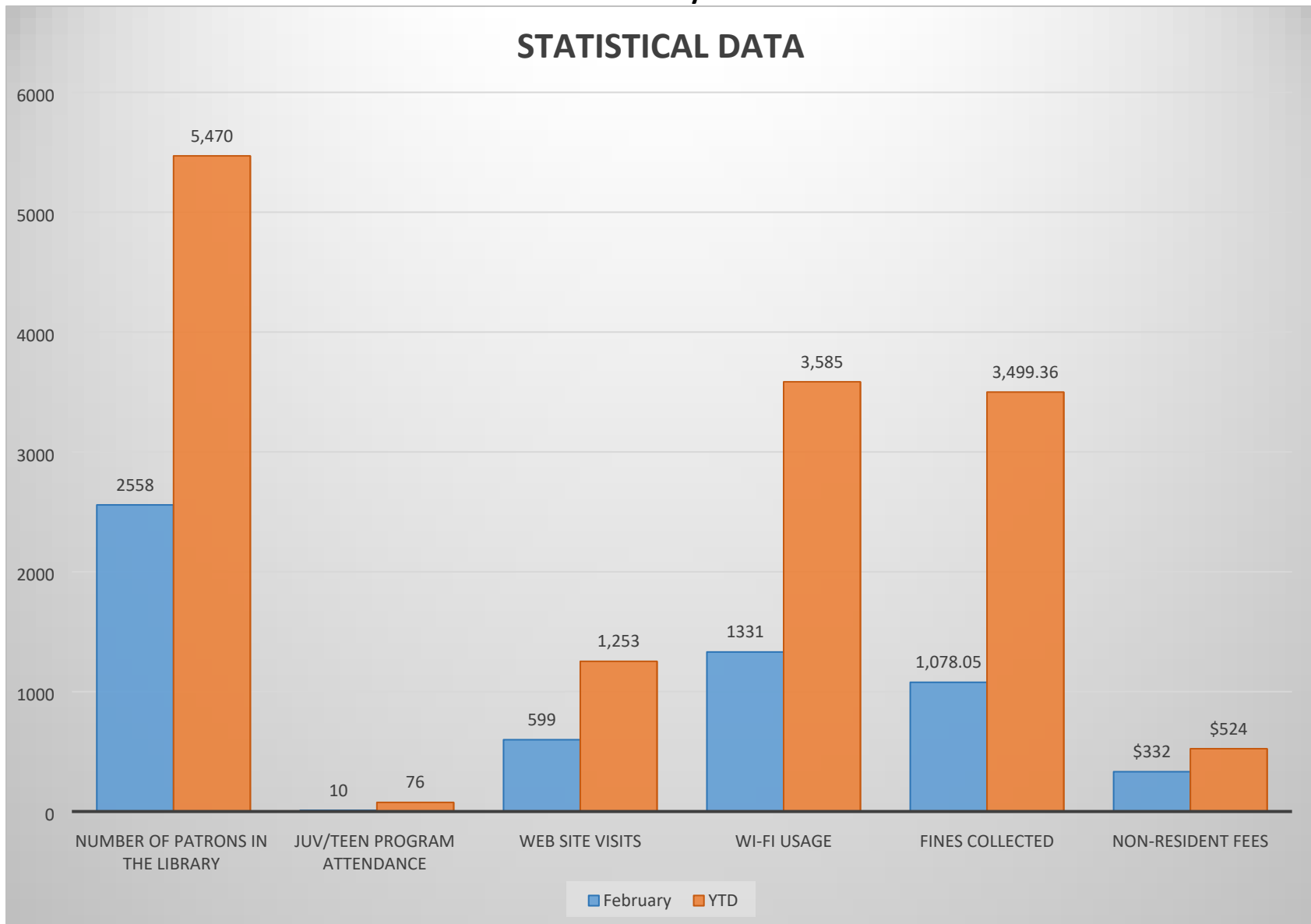
Important dates:

Official Construction Start date : March 1, 2025

Estimated Completion: 270 days November 1, 2025

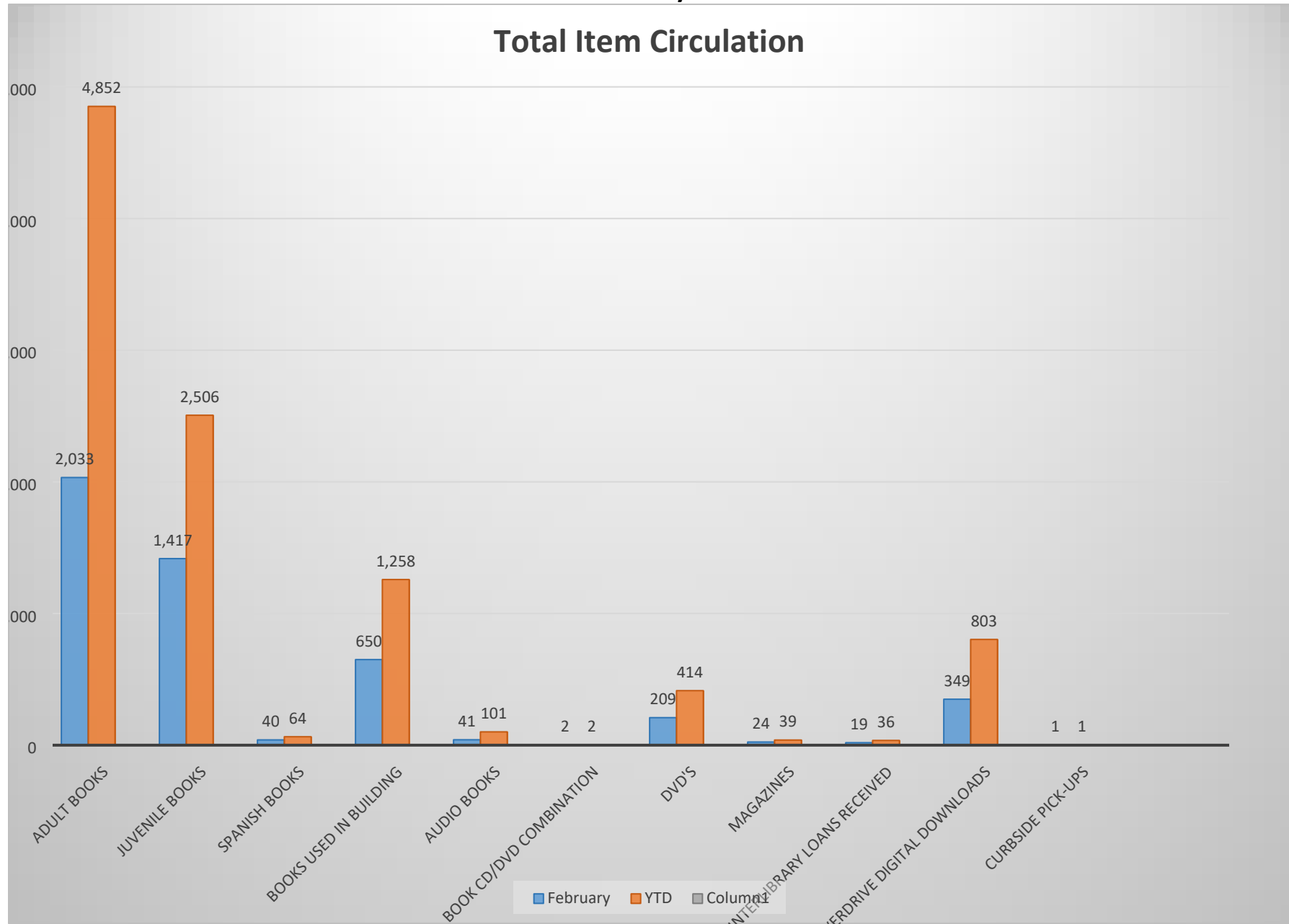
CITY OF JACKSONVILLE
PUBLIC LIBRARY
MONTHLY REPORT
February 2025

STATISTICAL DATA



CITY OF JACKSONVILLE
PUBLIC LIBRARY
MONTHLY REPORT
February 2025

Total Item Circulation



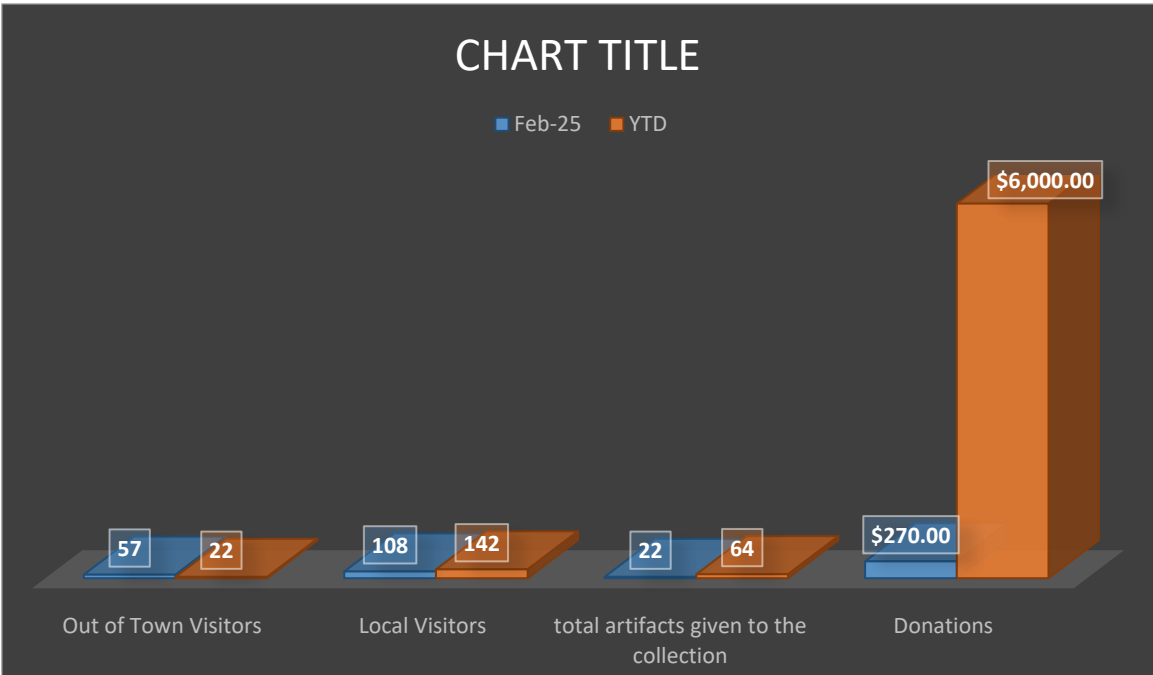
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Items provided to other libraries through Interlibrary Loan: 23 monthly / 47 YTD total.

Book and DVD gifts to the library for the month of February: 52 items / 61 YTD items.

The data for this report was gathered on February 27 , 2025.

CITY OF JACKSONVILLE
Vanishing Texana Museum
MONTHLY REPORT
February 2025



February 2025 total museum visitors - 165

Artifacts loaned for February = 0

Special Events for February- 2