

CITY OF WHITESBORO COUNCIL MEETING
111 W. MAIN STREET, WHITESBORO, TEXAS
TUESDAY, FEBRUARY 6, 2024 6:00 P.M.

1. PLEDGE OF ALLEGIANCE AND INVOCATION
2. ROLL CALL
3. CITIZEN PRESENTATION. Any citizen wishing to address the council may do so after providing a written request to speak to the City Secretary; giving their name and address for the record. There is a three (3) minute time limit. The Council may not address any issues, but may receive information.
4. APPROVAL OF MINUTES FROM THE MEETING OF JANUARY 2 AND 16, 2024. POSSIBLE ACTION.
5. APPROVAL OF BILLS PAYABLE FOR THE MONTH OF JANUARY 2024. POSSIBLE ACTION.
6. CONSIDER SETTING PCA FOR THE MONTH OF FEBRUARY 2024. POSSIBLE ACTION.
7. SENATOR DREW SPRINGER TO PRESENT A PROCLAMATION TO THE WHITESBORO VOLUNTEER FIRE DEPARTMENT FOR NATIONAL VOLUNTEER WEEK.
8. WHITESBORO FIRE/EMS TO RECOGNIZE WHITESBORO POLICE OFFICER LEW HATCH FOR HIS QUICK ACTIONS AT A RECENT STRUCTURE FIRE.
9. WHITESBORO FIRE/EMS TO RECOGNIZE STAFF FOR A LIFE SAVING AWARD DUE TO A CPR SAVE AFTER A MEDICAL EMERGENCY.
10. DEPARTMENT HEAD REPORTS.
11. DISCUSS, CONSIDER AND POSSIBLE ACTION ON AWARDING A DOWNTOWN BUILDING IMPROVEMENT GRANT AND GRANT FEE WAIVER FOR 56 DELI.
12. DISCUSS, CONSIDER AND POSSIBLE ACTION ON AUTHORIZING THE CITY ADMINISTRATOR TO ENTER INTO A CONTRACT WITH PLACER AI FOR THE PURPOSE OF REPORTING VISITORS, CUSTOMERS, AND SALES DEMOGRAPHICS WITHIN THE CITY OF WHITESBORO.
13. DISCUSS, CONSIDER AND POSSIBLE ACTION ON ORDINANCE 1218 ORDERING THE MAY 4, 2024 ELECTION.
14. DISCUSS, CONSIDER AND POSSIBLE ACTION ON A CONTRACT WITH GRAYSON COUNTY ELECTION ADMINISTRATION FOR ELECTION MANAGEMENT OF CITY OF WHITESBORO AND WHITESBORO INDEPENDENT SCHOOL DISTRICT JOINT ELECTION ON MAY 4, 2024.
15. DISCUSS, CONSIDER AND POSSIBLE ACTION ON THE RACIAL PROFILING REPORT FOR THE POLICE DEPARTMENT.
16. DISCUSS, CONSIDER AND POSSIBLE ACTION ON RESOLUTION 8697 EXPRESSING SUPPORT FOR THE EMERALD PARK APARTMENTS PROJECT.
17. DISCUSS, CONSIDER AND POSSIBLE ACTION ON THE PURCHASE OF A SMALL BRUSH TRUCK AND THE PURCHASE OF A LARGE BRUSH TRUCK FROM METRO FIRE APPARATUS SPECIALISTS.

18. DISCUSS, CONSIDER AND POSSIBLE ACTION AUTHORIZING THE CITY ADMINISTRATOR TO ENTER INTO A CONTRACT FOR INFORMATION TECHNOLOGY SERVICES AND MAINTENANCE.
19. DISCUSS, CONSIDER AND POSSIBLE ACTION ON THE RESOLUTION 8698 PROCUREMENT POLICY.
20. DISCUSS, CONSIDER AND POSSIBLE ACTION ON ORDINANCE 1219 AMENDING THE FISCAL YEAR 2023-2024 BUDGET.
21. DISCUSS, CONSIDER AND POSSIBLE ACTION ON RESOLUTION 8699 AUTHORIZING THE CITY SECRETARY TO CONSOLIDATE, ADD, CLOSE, AND CHANGE THE CITY BANK ACCOUNTS WITH FIRST STATE BANK.
22. DISCUSS, CONSIDER AND POSSIBLE ACTION ON AUTHORIZING THE MAYOR TO ENTER INTO A PARTICIPATION AGREEMENT WITH TEXPOOL INVESTMENT POOLS.
23. DISCUSS, CONSIDER AND POSSIBLE ACTION ON AUTHORIZING THE PARTICIPATION IN THE TEXPOOL INVESTMENT POOLS AND DESIGNATING AUTHORIZED REPRESENTATIVES.
24. DISCUSS, CONSIDER AND POSSIBLE ACTION ON ACCEPTING THE RESIGNATION OF STEVE PINKSTON FROM THE BOARD OF ADJUSTMENTS.
25. DISCUSS, CONSIDER AND POSSIBLE ACTION ON REAPPOINTMENT TO THE HOUSING AUTHORITY BOARD.
26. DISCUSSION ONLY ON THE AMERICAN TOWER LEASE.
27. DISCUSS, CONSIDER AND POSSIBLE ACTION ON PURCHASING TRACT B: 1.669 ACRES.
28. DISCUSS AND CONSIDER UPDATES ON THE FOLLOWING ONGOING PROJECTS.
 - a). Downtown projects. Possible action.
 - b). Food Truck/Farmers Market Park project. Possible action.
 - c). Water Tower project. Possible action.
 - d). Texoma Street project. Possible action.
29. DISCUSS, CONSIDER AND POSSIBLE ACTION ON THE APPROVAL AND/OR RATIFICATION OF EXPENDITURES EXCEEDING THE CITY ADMINISTRATOR'S AUTHORITY.
30. ADJOURN

The City Council reserves the right to adjourn into executive session at any time during the course of this meeting to discuss any of the matters listed above, as authorized by Texas Government Code Section 551.071 (Consultation with Attorney), 551.072 (Deliberation about Real Property), 551.073 (Deliberation about Gifts and Donations), 551.074 (Personnel Matters), 551.076 (Deliberations about Security Devices), and 551.086 (Economic Development).

Persons with disabilities who plan to attend this meeting and who may need assistance or interpretation should contact the office of the City Secretary at 903-564-4000 two (2) days prior to the meeting so that appropriate arrangements can be made.

Las personas con discapacidad que pretenden asistir a esta reunion y que necesite ayuda o interpretacion deben pongase en contacto con la oficina de la Secretaria de la ciudad en 903-564-4000, 2 dos dias antes de la reunion para que se pueden hacer arreglos apropiados.

**THE CITY COUNCIL OF THE CITY OF WHITESBORO, TEXAS
MET TUESDAY, JANUARY 2, 2024, 6:00 P.M. AT 111 W. MAIN STREET
FOR A REGULAR COUNCIL MEETING.**

Roll Call:

Present: Mayor Blaylock
Alderman Meals
Alderman Woolsey
Alderman Edwards
Alderman Moore
Alderman Miles

Approval of Minutes: Alderman Meals motioned to approve minutes from the meeting of December 5, 12 and 19, 2023; seconded by Alderman Woolsey; carried unanimously.

Approval of Bills Payable: Alderman Edwards motioned to approve bills payable for the month of December 2023 in the amount of \$677,489.99; seconded by Alderman Woolsey; carried unanimously.

Consider setting PCA for the month of January 2024: Alderman Meals motioned to leave the PCA unchanged at 0.011097; seconded by Alderman Woolsey; carried unanimously.

Citizens Presentation: None

Department Head Reports: Brad Williams reported that they have about 450 residential meters left to install, 3 dogs where rehomed, Julie Arrington reported that her and Kyle Maynard will be talking with homeowners on Kelly Street (once they get a copy of the survey). Shane reported the trees are clear of lines (ready for winter).

Public Hearing the City Council will hear public testimony regarding a classification change from Industrial (I) to Residential (R2) allowing for the construction of residential homes located at lot G-0491 Hartfield ASA & HRS A-G0491; ADDL IMP(S) on S,C, or T's generally located on Walnut Street between Union and Church Street.

Mayor Blaylock opened the public hearing at 6:20 pm -no questions or comments, closed public hearing at 6:21pm returning back into regular meeting.

Discuss, Consider and Possible action on the approval of a classification change from Industrial (I) to Residential (R2) allowing for the construction of residential homes located at lot G-0491 Hartfield ASA & HRS A-G0491; ADDL IMP(S) on S,C, or T's generally located on Walnut Street between Union and Church Street.

Alderman Meals motioned to approve the rezoning change from (I) Industrial to (R2) Residential allowing for the construction of residential homes on Walnut St. between Union St. and Church St; seconded by Alderman Edwards; carried unanimously.

Discuss, Consider and Possible action on authorizing City Administrator to sign and file an assumed name certificate for the City of Whitesboro, dba Whitesboro Fire/EMS.

Jeff Patterson explained that part of the application process with Texas Department of State Health Services for ambulance service is to list the city name and the department who operates under as "doing business as. Alderman Edwards motioned to authorized City Administrator to sign and file the assumed name certificate for the City of Whitesboro, dba Whitesboro Fire/EMS; seconded by Alderman Meals; carried unanimously.

Discuss, Consider and Possible action Resolution 8696 adopting the City of Whitesboro Investment Policy.

Julie Arrington presented the policy last month, but has the attorney changes outlined for the council to see this should be done annually along with the budget. Alderman Meals motioned to adopt Resolution 8696 adopting

the City of Whitesboro Investment policy, removing paragraph (Internal Control) on page 8; seconded by Alderman Woolsey; carried unanimously.

Discuss, Consider and Possible action on authorizing the City Administrator to purchase Incode modules for Accounts Receivable.

Julie Arrington advised the council that this module for accounts receivable would help track money owed to the city and would allow staff to set up customers (non-utility) and bill. Alderman Edwards motioned to authorize the City Administrator to purchase the Incode module for accounts receivable; seconded by Alderman Meals; carried unanimously.

Presentation and Discussion only on the Procurement Policy.

Julie Arrington presented a draft for a Procurement Policy to outline paying of bills, contracts a flow chart showing the process, authorize the department heads to be allowed to spend up to \$5,000.00 on budgeted items without an additional signature from the City Administrator and increasing the City Administrator up to \$10,000.00 budgeted items without council approval. This policy is a work in progress make changes, ask questions and when the completed policy is finalized it will be on an agenda to be approved until then this will be on future agendas.

Presentation and Discussion only on the Governance Policy.

Julie Arrington presented a draft for a Governance Policy to create guidelines for the city employees, council and board members to follow including social media policy. This policy is a work in progress make changes, ask questions and when the completed policy is finalized it will be on an agenda to be approved until then this will be on future agendas.

Presentation and Discussion only on the Budget amendment for fiscal year 2023-2024.

Julie Arrington presented the budget amendment for the fiscal year 2023-2024 will hand out to the department heads tomorrow, the first 4 pages explain how the line items were merged together to clean up the accounts. Would like to separate general fund and utility fund bank accounts create a capital improvements & maintenance fund. Still working on the smaller funds will finish up and get the final adjustments to council.

Discuss and Consider updates on the ongoing projects.

No updates.

Discuss, Consider and Possible action on the approval and/or ratification of expenditures exceeding the City Administrator's authority.

Alderman Meals motioned to approve payment to Snap On for a Zeus Plus w/3yr plan for the mechanic in the amount of \$17,277.00 a budgeted item; seconded by Alderman Edwards; carried unanimously.

Adjourn: At 6:58 p.m. Alderman Meals motioned to adjourn; seconded by Alderman Edwards; carried unanimously.

David Blaylock, Mayor

Teresa Niño, City Secretary

**THE CITY COUNCIL OF THE CITY OF WHITESBORO, TEXAS
MET TUESDAY, JANUARY 16, 2024, 4:00 P.M. AT 111 W. MAIN STREET
FOR A REGULAR COUNCIL MEETING.**

Roll Call:

Present: Mayor Blaylock
Alderman Meals
Alderman Woolsey
Alderman Edwards
Alderman Moore
Alderman Miles

Citizens Presentation: None

Department Head reports: Penny Renfroe the Parks Director presented November and December statistics for attendance for Basketball and activities at the PARD building. Mayor Blaylock asked about Pickel Ball, (he has had some calls) she has plans to set up the tennis courts at Whitecotton Park for this. About two weeks ago Jessica noticed a bump (small area) in the bottom of the pool, a dye and pressure test will be done to get more information on the possible leak or what the problem is. Steve Pinkston reported that call volume is up and the Fire Department is prepared for the cold weather. Working on recognizing Officer Hatch for his help.

Discuss, Consider and Possible action on awarding a Downtown Building Improvement Grant and Grant Fee Waiver to Maxwell's Table.

Alderman Meals motioned to approve the grant to Maxwell's Table in the amount of \$7,500.00 for resurfacing existing concrete floors; seconded by Alderman Edwards; Alderman Moore abstained, motioned carried. No action on the fee waiver.

Discuss, Consider and Possible action on awarding a Downtown Building Improvement Grant and Grant Fee Waiver to Cooks Main Street Mercantile.

Alderman Edwards abstained and left the room. Alderman Meals motioned to approve the grant to Cooks Main Street Mercantile in the amount of \$4,500.00 for the exterior awning, doors and windows; seconded by Alderman Woolsey; Alderman Moore abstained; motion carried. No action on the fee waiver.

Discuss, Consider and Possible action on Microgrid Solutions with OnPoint Representatives.

Shane Scarbrough had requested this expenditure for future solutions on electricity with Microgrid solutions. Ryk Holden with OnPoint presented a presentation for the council on microgrid solutions for power contracts to help save money, prevent rolling blackouts. OnPoint can put together an RFP (Request for proposal) on this solution no cost to the city (they get paid) through the winning contract.

Discuss, Consider and Possible action on Godwin Play Ground Equipment.

Penny Renfroe talked about the continued deterioration to the playground (wood in the ground) and the cost to repair this section (30%) \$93,112.80 turnkey, leaving another 25% to 30% of the structure to be renovated. The life span of wooden structures is 12 to 15 years and this structure is 21 years old, which leaves the city to decide on the direction of repair or replacement. Penny presented pictures of metal playgrounds to look at that could be used to design a new playground (metal) if that is the direction the city wants to go. Council would like to have a workshop on this project to discuss ideas further

Presentation and Discussion only on The Governance Policy. Julie Arrington has received the updates from the city attorney and council if there are more changes/questions please send them to her. This will be on the next agenda to adopt.

Presentation and Discussion only on the Procurement Policy.

Julie Arrington has received the updates from the city attorney and council if there are more changes/questions please send them to her. There are flow charts showing purchasing procedures/code of conduct/ contracts and this has an increase of \$5,000.00 for department heads spending on budgeted items without getting the city administrator authorization and city administrator increase to \$10,000.00 without council approval on budgeted items. This will be on the next agenda to adopt.

Discuss, Consider and Possible action on removing a signatory on the Police Seizure Bank account.

Alderman Meals motioned to approve the removal of Scott Taylor from the Police Seizure Bank account; seconded by Alderman Edwards; carried unanimously.

Discuss, Consider and Possible action on Bank Accounts for the City of Whitesboro.

Julie Arrington explained that the bank accounts should be funds in Incode, the court fund should have its own account, revenue fund too. TexPool pays better interest rates we should utilize that. Alderman Meals motioned to authorize city administrator to write an ordinance for the new bank accounts; seconded by Alderman Moore; carried unanimously.

Presentation and Discussion only on the Budget Amendment for Fiscal year 2023-2024.

Julie Arrington explained that this is a formatting amendment for salaries, phone systems and capital improvements (Phase 1). Will put into a ordinance and place on the February 6th meeting agenda.

Discuss, Consider and Possible action authorizing the City Administrator to enter into a contract for information Technology services and maintenance.

Item was tabled.

Discuss, Consider and Possible action on authorizing the City Administrator to purchase a vehicle for the Street Department in an amount not to exceed \$55,000.00.

Kyle has found a truck for \$49,000.00 at (James Wood). Alderman Meals motioned to authorize the city administrator to purchase the truck for \$49,000.00; seconded by Alderman Moore; motioned carried.

Discussion on a possible City event in June 2024.

Julie Arrington asked council their thoughts on this event (Founders Day)? Planning for June and/or an annual event for the city. Alderman Meals, Alderman Edwards and Alderman Miles like the idea and suggested moving forward.

Discuss and Consider updates on the following ongoing projects.

- a) Downtown projects -nothing to report
- b) Food Truck/Farmers Market -nothing to report
- c) Water Tower project- start drilling Friday
- d) Texoma Street project – Center Street Park survey/Engineer CDC (firm)

Discuss, Consider and Possible action on the approval and/or ratification of expenditures exceeding the City Administrator's authority.

Alderman Meals motioned to approve payment to Penny Renfro in the amount of \$3,584.00 for registration, flight and hotel for training in Nevada, No. Texas Winwater parts for Collinsville Street in the amount of \$4,566.21, Winsupply parts two invoices \$4,707.39, \$4,021.76, Adcomp Systems for a kiosk in court (budgeted item) \$27,688.00, Nichols, Jackson professional fees two invoices \$6,181.04, \$185.00, Birkhoff, Hendricks

engineering fees (6) invoices \$22,520.00, \$13,238.55, \$2,514.05, \$10,651.80, \$727.25 and \$4,815.62; seconded by Alderman Woolsey; carried unanimously.

Adjourn: At 7:32 p.m. Alderman Meals motioned to adjourn; seconded by Alderman Woolsey; carried unanimously.

David Blaylock, Mayor

Teresa Niño, City Secretary

CITY OF WHITESBORO

February 6, 2024

TOTAL REGULAR BILLS PAID

\$737,034.99

WSC ENERGY: \$161,659.67

SALES TAX DIRECT PAYMENT

\$9244.30

TOTAL:

\$907,938.96

12/22/2023 9:15 AM

A / P CHECK REGISTER

PAGE: 1

CHECK: 09636 RECURRING PAYMENTS

VENDOR SET: 99

**** CHECK LISTING ****

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	T-811202312050862	SUPPLEMENTAL INSURANCE	R	12/22/2023		620.92CR	105631	
	T-811202312180906	SUPPLEMENTAL INSURANCE	R	12/22/2023		620.92CR	105631	
	T-812202312050862	SUPPLEMENTAL INSURANCE	R	12/22/2023		96.65CR	105631	
	T-812202312180906	SUPPLEMENTAL INSURANCE	R	12/22/2023		96.65CR	105631	1,436.14
02273	LEGAL SHIELD/EPLGE							
	I-LGI202312050862	PRE-PAID LEGAL & ID TRF	R	12/22/2023		25.90CR	105632	
	I-LGI202312180906	PRE-PAID LEGAL & ID TRF	R	12/22/2023		25.90CR	105632	51.80
08351	TX HEALTH BENEFITS F001							
	I-202312190917	ADJ TO PR	R	12/22/2023		1,037.79CR	105633	
	I-DFE202312180906	EMPLOYER CONTRIBUTION D	R	12/22/2023		54.74CR	105633	
	I-DI 202312050862	EMPLOYEE DEDUCTIONS	R	12/22/2023		3,414.67CR	105633	
	I-DI 202312180906	EMPLOYEE DEDUCTIONS	R	12/22/2023		1,332.60CR	105633	
	I-DI 202312050862	EMPLOYEE DEDUCTIONS	R	12/22/2023		1,250.79CR	105633	
	I-DI 202312180906	EMPLOYEE DEDUCTIONS	R	12/22/2023		1,250.79CR	105633	
	I-DI 202312050862	EMP DED DEPENDENT LIFE	R	12/22/2023		8.80CR	105633	
	I-DI 202312180906	EMP DED DEPENDENT LIFE	R	12/22/2023		8.80CR	105633	
	I-DI 202312180906	EMPLOYERS DEPENDENT COVERAGE	R	12/22/2023		14,264.20CR	105633	
	I-DI 202312050862	EMPLOYER OPTIONAL LIFE	R	12/22/2023		356.97CR	105633	
	I-DI 202312180906	EMPLOYEE OPTIONAL LIFE	R	12/22/2023		496.87CR	105633	
	I-DI 202312180906	EMPLOYER CONTRIBUTION	R	12/22/2023		400.83CR	105633	
	I-DI 202312180906	EMPLOYER CONTRIBUTION	R	12/22/2023		518.38CR	105633	
	I-DI 202312180906	EMPLOYER CONTRIBUTION	R	12/22/2023		57,701.15CR	105633	80,376.09
VOID*	VOID CHECK		V	12/22/2023			105634	VOID*

* * T O T A L S * *

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HANDWRITTEN CHECKS:	0	0.00	0.00	0.00
PRE-WRITE CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
VOID CHECKS:	1	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
CORRECTIONS:	0	0.00	0.00	0.00
REGISTER TOTALS:	4	0.00	81,863.03	81,863.03

TOTAL ERRORS: 0

TOTAL WARNINGS: 0



12/28/2023 8:37 AM
 CHECK: 09638 PAYABLES 12/28/23
 VENDOR SET: 99
 BANK : AP A/P - POOLED CASH

A / P CHECK REGISTER

PAGE: 1

*** CHECK LISTING ***

VENDOR	NAME / T.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
03454	ALTERATIONS BY BOBBIE I-202312270924	ASTACH PATCHES TO UNIFORMS	R	12/28/2023		235.00CR	105635	235.00
02986	AMAZON CAPITAL SERVICES, INC. I-1426-4VMY-1KGR I-1963-4nLd-1yJ6	NOV, CHAIRMATS, HINGES 10 HOOKS	R	12/28/2023		179.33CR	105636	179.33
00131	CMI INDUSTRIAL I-SW0338002-1	REPLACED OIL PANS/HOOKS	R	12/28/2023		6,780.00CR	105637	6,780.00
00033	BAKER & TAYLOR BOOKS I-5018670479	DECEMBER BOOKS	R	12/28/2023		15.80CR	105638	15.80
02619	ROUND TREE MEDICAL I-B5187016	MEDICAL SUPPLIES	R	12/28/2023		16.75CR	105639	16.75
00053	HUTCH MOORE & SPAG I-635756	50# TRICHLOR TABLETS	R	12/28/2023		497.98CR	105640	497.98
03416	CLEAR CHAIR PROFESSIONALS, LLC I-1088	INTERVIEW CHIEF OF POLICE	R	12/28/2023		8,000.00CR	105641	8,000.00
01542	DASH MEDICAL GLOVES I-INV1300387	BLACK MAXX GLOVES	R	12/28/2023		152.84CR	105642	152.84
03261	FRONTIER ACCESS, LLC I-2439415	SLUDGE PUMP 12/18/23	R	12/28/2023		651.36CR	105643	651.36
00161	GRAYSON-COLLIN ELECTRIC I-202312270922 I-202312270923	SEWER PUMP 11/9-12/9/23 ANDERSON LIFT 11/9-12/9/23	R	12/28/2023		6,974.40CR	105644	6,974.40
01370	HR DIRECT I-INV15005626	YRS OF SERVICE PINS	R	12/28/2023		243.74CR	105645	243.74
00189	JOHNSON-BURKS SUPPLY CO I-2067455	LIQUID WAXED BRACES	R	12/28/2023		89.10CR	105646	89.10
02374	OPTIMUM I-DEC 2023 MECH SHOP	316 COLLINSVILLE 12/10-1/17	R	12/28/2023		210.91CR	105647	210.91
02140	PATHMARK TRAFFIC EQUIPMENT I-18675	SURFACE MOUNTED 3/8" SIP	R	12/28/2023		540.00CR	105648	540.00

John D. Moore

12/28/2023 8:37 AM
 CHECK: 09638 PAYABLES 12/28/23
 VENDOR EXT: 99
 BANK : AP A/P - POOLED CASH

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PAGE: 2

**** CHECK LISTING ****

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03038	PENTEX ENERGY I-202312270925	YARD LIGHT CEM. 11/23-12/22/23	R	12/28/2023		11.72CR	105649	11.72
1	ROBERT SHERWIN I-202312270926	POLICE PHYSICA	R	12/28/2023		103.00CR	105650	103.00
1	ROBERT SHERWIN I-202312270927	LODGING	R	12/28/2023		353.50CR	105651	353.50
1	THE HANGRY PANDA I-202312270928	FOOD	R	12/28/2023		30.00CR	105652	30.00

* * T O T A L S * *		NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
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HANDWRITTEN CHECKS:	0	0.00	0.00	0.00	
PRE-WRITTEN CHECKS:	0	0.00	0.00	0.00	
DRAFTS:	0	0.00	0.00	0.00	
VOID CHECKS:	0	0.00	0.00	0.00	
NON CHECKS:	0	0.00	0.00	0.00	
CORRECTIONS:	0	0.00	0.00	0.00	
REGISTER TOTALS:	18	0.00	25,415.11	25,415.11	

TOTAL ERRORS: 0 TOTAL WARNINGS: 0

John D. Moore

1/04/2024 10:38 AM

A / P CHECK REGISTER

PAGE: 1

CHECK: 09646 FIREPAY DEC 23

VENDOR SET: 99

**** CHECK LISTING ****

BANK : AP A/P -- FODUSH CASH

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03426	ASIGAIL HILDEBRAND I-202401040978	DEC 2023 FIRE PAY	R	1/04/2024		37.00CR	105717	37.00
01649	ALAN MEEK I-202401040946	DEC 2023 FIRE PAY	R	1/04/2024		142.00CR	105718	142.00
03411	AUSTYN GREEN I-202401040974	DEC 2023 FIRE PAY	R	1/04/2024		29.00CR	105719	29.00
03415	BRETT FERGUSON I-202401040973	DEC 2023 FIRE PAY	R	1/04/2024		42.00CR	105720	42.00
03225	CADE STRANGE I-202401040949	DEC 2023 FIRE PAY	R	1/04/2024		52.00CR	105721	52.00
03294	CODY KELLER I-202401040979	DEC 2023 FIRE PAY	R	1/04/2024		118.00CR	105722	118.00
02701	CODY KORMANN I-202401040959	DEC 2023 FIRE PAY	R	1/04/2024		8.00CR	105723	8.00
01627	JAMES CONGER I-202401040958	DEC 2023 FIRE PAY	R	1/04/2024		8.00CR	105724	8.00
03238	DARRIN SPRINGS I-202401040962	DEC 2023 FIRE PAY	R	1/04/2024		14.00CR	105725	14.00
03291	D'ARTAGNAN PORTER I-202401040967	DEC 2023 FIRE PAY	R	1/04/2024		29.00CR	105726	29.00
02858	SHAWNIE McQUINN I-202401040961	DEC 2023 FIRE PAY	R	1/04/2024		16.00CR	105727	16.00
03398	ELI HOLISON I-202401040981	DEC 2023 FIRE PAY	R	1/04/2024		68.00CR	105728	68.00
00148	MICHAEL RAY GRAVETT I-202401040965	DEC 2023 FIRE PAY	R	1/04/2024		64.00CR	105729	64.00
03298	HERMAYONIK DOMINGUEZ I-202401040980	DEC 2023 FIRE PAY	R	1/04/2024		46.00CR	105730	46.00

1/04/2024 10:38 AM
 CHECK: 09646 FIREPAY DEC 23
 VENDOR SET: 89
 BANK : AP A/P - POOLED CASH

A / P CHECK REGISTER

PAGE: 2

*** CHECK LISTING ***

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
03375	JACQUILINE KAY KIMMERS I-202401040960	DEC 2023 FIRE PAY	R	1/04/2024		22.00CR	105731	22.00
01194	JEFF CATTERSON I-202401040945	DEC 2023 FIRE PAY	R	1/04/2024		42.00CR	105732	42.00
03203	JEREMIAH JUSYUS HENDRY I-202401040975	DEC 2023 FIRE PAY	R	1/04/2024		66.00CR	105733	66.00
03465	JEREMIAH VELTEN I-202401040982	DEC 2023 FIRE PAY	R	1/04/2024		64.00CR	105734	64.00
03314	JOHN ALAN THOMPSON I-202401040971	DEC 2023 FIRE PAY	R	1/04/2024		57.00CR	105735	57.00
03101	JONATHAN SHEFFELD I-202401040954	DEC 2023 FIRE PAY	R	1/04/2024		22.00CR	105736	22.00
02727	JOSH VELTEN I-202401040956	DEC 2023 FIRE PAY	R	1/04/2024		84.00CR	105737	84.00
02951	KELSY DOLLARD I-202401040965	DEC 2023 FIRE PAY	R	1/04/2024		14.00CR	105738	14.00
03204	KENDALL FOSTER I-202401040976	DEC 2023 FIRE PAY	R	1/04/2024		4.00CR	105739	4.00
02363	LEVI McDOWELL I-202401040967	DEC 2023 FIRE PAY	R	1/04/2024		28.00CR	105740	28.00
03420	LOGAN ROCKMAN I-202401040966	DEC 2023 FIRE PAY	R	1/04/2024		4.00CR	105741	4.00
02286	MAGNAR, ROBERT I-202401040964	DEC 2023 FIRE PAY	R	1/04/2024		90.00CR	105742	90.00
01788	MATT FERGUSON I-202401040963	DEC 2023 FIRE PAY	R	1/04/2024		8.00CR	105743	8.00
01531	MICHAEL PARKER I-202401040972	DEC 2023 FIRE PAY	R	1/04/2024		16.00CR	105744	16.00

1/04/2024 10:38 AM
 CHECK: 09646 FIREPAY DEC 23
 VENDOR REF: 99
 BANK : AP A/P - POOLED CASH

A / P CHECK REGISTER

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*** CHECK LISTING ***

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
02473	NIGEL YEARY I-202401040963	DEC 2023 FIRE PAY	R	1/04/2024		60.00CR	105743	60.00
01498	SEANDON BROUGH I-202401040948	DEC 2023 FIRE PAY	R	1/04/2024		48.00CR	105746	48.00
3260	BRID RUSSELL I-202401040977	DEC 2023 FIRE PAY	R	1/04/2024		28.00CR	105747	28.00
03360	KORVIN HARRY I-202401040952	DEC 2023 FIRE PAY	R	1/04/2024		38.00CR	105748	38.00
03042	SETH O'DELL KNIGHT I-202401040960	DEC 2023 FIRE PAY	R	1/04/2024		54.00CR	105749	54.00
01357	SHANE PIRTLE I-202401040950	DEC 2023 FIRE PAY	R	1/04/2024		62.00CR	105750	62.00
02933	STEPHEN WILCOX I-202401040947	DEC 2023 FIRE PAY	R	1/04/2024		16.00CR	105751	16.00
03240	TOMY CARVER I-202401040968	DEC 2023 FIRE PAY	R	1/04/2024		30.00CR	105752	30.00
03421	WYATT RUPERT I-202401040970	DEC 2023 FIRE PAY	R	1/04/2024		20.00CR	105753	20.00

* * T O T A L S * *	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	37	0.00	1,550.00	1,550.00
HANDWRITTEN CHECKS:	0	0.00	0.00	0.00
PEN-WRITE CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
VOID CHECKS:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
CORRECTIONS:	0	0.00	0.00	0.00
REGISTER TOTALS:	37	0.00	1,550.00	1,550.00

TOTAL ERRORS: 0 TOTAL WARNINGS: 0

1/04/2024 9:33 AM
 CREDIT: 09649 Regular Payments
 VENDOR REF: 99
 BANK : AP A/P - POOLISH CASH

A / P CHECK REGISTER
 **** CHECK LISTING ****

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VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
00964	A-1 LITTLE JOHN, INC. I-12290	1354 6X 5.6 CM. 1/2-1/29/2024	R	1/04/2024		120.50CR	105675	120.50
03390	ACROSS THE SYMMET PRODUCTIONS I-24396	ONLINE INCIDENT COMMAND CLAS	R	1/04/2024		770.00CR	105676	770.00
01665	AIRGAS USA, LLC I-0145318022	MEDICAL OXYGEN	R	1/04/2024		177.30CR	105677	177.30
02985	AMAZON CAPITAL SERVICES, INC. 1-131J-TF4G-V363 1-1TL1-E44J-MCL6	10 BOOKS COMFOYER CHAIRS	R R	1/04/2024 1/04/2024		12.09CR 297.00CR	105678 105678	 309.09
02695	ARWOOD DISTRIBUTING, L. P. I-1448965	JACKET & VEST (D&V)	R	1/04/2024		269.94CR	105679	269.94
00033	BAKER & TAYLOR BOOKS I-5018685216	DECEMBER BOOKS	R	1/04/2024		15.88CR	105680	15.88
02606	BONOVON BARGER (REIMBURSE) I-202401040943	REIMB WYE EXAM/GLASSES	R	1/04/2024		161.87CR	105681	161.87
02519	BOUND TREE MEDICAL I-05153267 I-05154739	MEDICAL SUPPLIES MEDICAL SUPPLIES	R R	1/04/2024 1/04/2024		827.38CR 152.99CR	105682 105682	 980.37
03197	BUREAU VER/VA8 NORTH AMERICA, INC. I-WJ-23062447	BACKUP INSPECTION	R	1/04/2024		76.92CR	105683	76.92
01019	CASCO INDUSTRIES INC I-257974	PACHANDELOK JUMBO LOCK	R	1/04/2024		576.18CR	105684	576.18
02037	CITY OF SHERMAN - LAB BILLING I-INVO8531	NOVEMBER 2023 LABS	R	1/04/2024		637.00CR	105685	637.00
00079	CITY OF WHITESBORO I-202401020930	ELEC. SVC. 11/15/23 - 12/15/23	R	1/04/2024		17,136.28CR	105686	17,136.28
1	CODY KELLER I-202401020935	REIMB USHS	R	1/04/2024		96.00CR	105687	96.00
03144	FOUR FEATHERS ALARM, LLC I-118855 I-139105 I-119126 I-119249	MONTHLY MONITOR CITYHALL JAN KIRKLAND 0118 JAN 2024 400 WILSON BARD ALARM JAN ACCESS CONTROL PARTS/SERVICE	R R R R	1/04/2024 1/04/2024 1/04/2024 1/04/2024		14.95CR 89.90CR 29.95CR 102.80CR	105688 105688 105688 105688	 237.65

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 CHECK: 09644 Regular Payments
 VENDOR SET: 99
 BANK : AP A/P - BOOKED CASH

A / P CHECK REGISTER

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**** CHECK LISTING ****

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
00157	FRONTIER COMMUNICATIONS I-202401020932	903-564-4348-081805-5 DEC 2023	H	1/04/2024		204.32CR	105689	204.32
01906	GRAYSON COUNTY CLERK I-202401030941	ASSUMED NAME CERTIFICATE	R	1/04/2024		12.50CR	105690	12.50
01917	GREATER TEXOMA UTILITY AUTHORITY I-JAN 24 BOND	2010 LAKE TEXOMA SYOR. BOND	R	1/04/2024		4,517.29CR	105692	4,517.29
03246	INFORMALITY I-19581 I-19648 I-19697	MANAGED MS LICENSE 1/6-12/5/24 MANAGED SVC PD JAN 2024 IS SVC CITY HALL 1/1-1/31/24	R R R	1/04/2024 1/04/2024 1/04/2024		4.00CR 1,205.06CR 2,776.00CR	105692 105692 105692	 3,985.06
1	KANSTEN WHYTE I-1005	LIGHTS	R	1/04/2024		1,995.00CR	105693	1,995.00
02664	K&K SERVICES, INC. I-084	MOWING AT LEB DEC 2023	R	1/04/2024		162.50CR	105694	162.50
1	LEVI MCOWELL I-202401020934	REIMS DSHS	R	1/04/2024		96.00CR	105695	96.00
00071	LOWE'S COMPANIES INC I-971877-MCHXUJ	CONCRETE WEDGES	H	1/04/2024		64.69CR	105696	64.69
1	MICHAEL DE PLAZZA I-202401020933	REIMS DSHS	R	1/04/2024		96.00CR	105697	96.00
02043	ANITA MONAGHAN I-202401040942	INTERPRETER FOR PRISONER 12/23	R	1/04/2024		25.00CR	105698	25.00
63	NORTH TEXAS WINMATER CO I-007843 DL	8" TAPPING SLEEVE	H	1/04/2024		2,636.10CR	105699	2,636.10
03464	OSTEN PETROLEUM, LLC I-1NV840917 I-1NV840928	688 GALLONS UNREFINED 715 GAL DIESEL	R R	1/04/2024 1/04/2024		1,776.91CR 2,389.96CR	105700 105700	 4,166.87
02374	OPTIMUM I-WFD JAN 2023	206 W MAIN WFD 12/30-1/29/24	R	1/04/2024		247.08CR	105701	247.08

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 VSKET: 09644 Regular Payments
 VENDOR SET: 99
 BANK : AP A/P - POOLED CASH

A / P CHECK REGISTER
 *** CHECK LISTING ***

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VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
03333	P2 SERVICES I 4903	DRUG TEST COLLEN LANFORD	R	1/04/2024		40.00CR	105702	40.00
00290	PENNY RENTON (REIMBURSE) I-202401040944	RETIRE RECEPTION FOR C. ROJAS	R	1/04/2024		60.94CR	105703	60.94
01673	RICOH USA, INC. I-101890647 I-101892834	325570-3705869 LID 12/20-1/19 325570-3815563 12/21-1/20/24	R R	1/04/2024 1/04/2024		202.84CR 523.00CR	105704 105704	725.84
02235	ROGERS SERVICES I-20900	5 CLEANINGS @ LID DEC 2023	R	1/04/2024		337.50CR	105705	337.50
00919	SCREEN DOOR I-231120	MASK/PHANT. UNIFORMS	R	1/04/2024		3,496.00CR	105706	3,496.00
03345	TELEFLEX FUNDING LLC I 9507836791	T-POINSPONDERPELVICSTABL	R	1/04/2024		409.50CR	105707	409.50
00177	TYLER TECHNOLOGIES I-130-143154	MOBILE DEVICE MANAG SOFTWARE	R	1/04/2024		34.00CR	105708	34.00
01976	VERIZON WIRELESS I-9952565320	CELL SVC. 12/24-01/23/24	R	1/04/2024		1,701.01CR	105709	1,701.01
03402	VESTED NETWORKS I-8134	ADD'L EXT POOL/CITY HALL	R	1/04/2024		50.00CR	105710	50.00
00381	WAL-MART COMMUNITY CARD I-202312270929 I-202401030938 I-202401030940	CUTLERY, PRISONER UNIFORMS COFFEE, TP, PAPER TOWELS, CLOROX, COFFEE, TP, PAPER TOWELS, CLOROX,	R R R	1/04/2024 1/04/2024 1/04/2024		70.36CR 100.00CR 187.64CR	105711 105711 105711	358.00
00155	WHITESBORO ECONOMIC I-202401030936	TYPE B SALES TAX 12/31/23	R	1/04/2024		1,772.04CR	105712	1,772.04
00633	WHITESBORO FIRE DEPT I-11737	FIREHOSE CONE MOUNTING	R	1/04/2024		211.07CR	105713	211.07
00162	WHITESBORO INDUSTRIAL I-202401030937	TYPE A SALES TAX 12/31/23	R	1/04/2024		886.02CR	105714	886.02

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 /SKET: 00644 Regular Payments
 VENDOR SMT: 99
 BANK : AP N/P - POOLED CASH

A / P CHECK REGISTER

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**** CHECK LISTING ****

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK REF	CHECK AMOUNT
00399	WHITESHOKE NEWS RECORD I-2506	DECEMBER ADS	R	1/04/2024		441.05CR	105715	441.05
03122	WINSUPPLY COOKE CO TX CO I-133523 02	METERS & SEEDS	R	1/04/2024		4,021.76CR	105716	4,021.76

* * T O T A L S * *		NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:		42	0.00	54,618.86	54,618.86
JANUARY-TEN CHECKS:		0	0.00	0.00	0.00
PRE-PAID CHECKS:		0	0.00	0.00	0.00
DRAFTS:		0	0.00	0.00	0.00
VOID CHECKS:		0	0.00	0.00	0.00
NON CHECKS:		0	0.00	0.00	0.00
CORRECTIONS:		0	0.00	0.00	0.00
REGISTER TOTALS:		42	0.00	54,618.86	54,618.86

DIAL ERRORS: 0 TOTAL WARNINGS: 0

1/10/2024 3:19 PM
 CHECK: 09654 Regular Payments
 VENDOR SET: 99
 BANK : AP A/P - POOLED CASH

A / P CHECK REGISTER

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*** CHECK LISTING ***

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
00964	A-1 LITTLE JOHN, INC. 1-12429	FARMERS MKT. 1/2-1/29/2024	R	1/10/2024		456.50CR	105755	456.50
02985	AMXTON CAPITAL SERVICES, INC. I-1GLX-REPLY-6PPT I-1GUP-3WG7-6N3G I-1YV6-KCMK-434M I-1YV9-WYQP-KJML	FISHTAP, PALESTINIAN WHOLESALE CHRISTMAS TREES & ORNAMENTS DVD-R, DVD LABELS SUPPLIES	R R R R	1/10/2024 1/10/2024 1/10/2024 1/10/2024		281.44CR 9.99CR 144.29CR 120.46CR	105756 105756 105756 105756	556.17
02463	LYNDA ANDERSON (REIMB) I-VPSJWKJXKQ	BUSINESS CARDS MAYOR BLAYLOCK	R	1/10/2024		66.02CR	105757	66.02
03430	GULTE ARRINGTON (REIMB) I-0769	ELECTION LAW SEMINAR	R	1/10/2024		400.00CR	105758	400.00
1	AXTEL PHARMACY I-202401050986	CLEAN DEPOSIT	R	1/10/2024		150.00CR	105759	150.00
00033	BAKER & TAYLOR BOOKS I-5018693879	DECEMBER BOOKS	R	1/10/2024		16.43CR	105760	16.43
03243	BLADES GROUP LLC I-18043538	ROCK ASPHALT	R	1/10/2024		1,116.00CR	105761	1,116.00
02519	BOUND TREE MEDICAL I-85200092 I-85204863 I-85204864	MEDICAL SUPPLIES MEDICAL SUPPLIES MEDICAL SUPPLIES	R R R	1/10/2024 1/10/2024 1/10/2024		52.86CR 34.76CR 142.03CR	105762 105762 105762	229.65
1	BRITTANY DOLEZALEK I-202401050387	CLEAN DEPO	R	1/10/2024		150.00CR	105763	150.00
01019	CASCO INDUSTRIES INC I 258126	STREAMLIGHT LITBOX	R	1/10/2024		501.48CR	105764	501.48
03016	CLEAR CAREER PROFESSIONALS, LLC I-1090	INTERIM CRIM OF POLICE	R	1/10/2024		4,485.60CR	105765	4,485.60
02962	CNA SURETY I-65772311-2024 I-65772334-2024 I-65772349-2024 I-65772379 I-65772419-2024	BOND FOR STEVE PINKSTON BOND FOR JEFF PATTERSON BOND FOR PENNY REMFEOE BOND FOR JESSICA HUGHES BOND FOR LARA BLAIR	R R R R R	1/10/2024 1/10/2024 1/10/2024 1/10/2024 1/10/2024		50.00CR 50.00CR 50.00CR 50.00CR 50.00CR	105766 105766 105766 105766 105766	250.00

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 CHECK: 09654 Regular Payments
 VENDOR REF: 99
 BANK : AP A/P - BOOLED CASH

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*** CHECK LISTING ***

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
03136	HALJAS LIVE 6 HAMMICADE I-346501	ELINEMESSAGEBOARD	R	1/10/2024		1,745.00CR	105767	1,745.00
03157	DUSTIN OFFICE MACHINES I-X226913 I-X226715	COPIER LEASE WFO DEC 2023 COLOR COPIES OVER 500	R R	1/10/2024 1/10/2024		150.70CR 3.81CR	105768 105768	154.51
03153	ENV SOLUTIONS I-2685	WILSON GST SCADA REMORK	R	1/10/2024		15,031.00CR	105769	15,031.00
00049	FOXNORTH GALSSALITH LINGER I-23927573 I-2301124 I-2395729 I-2395940 I-2395331 I-2402891 I-2402976 I-2410479 I-2416523 I-2417147 I-2418238 I-2428509 I-2445368	BLINGER 2" 22.5d ELBOWS 5/8" BOLTS & NUTS HINGES 5/8" BOLTS&NUTS, RECEIPIED CUTTING SCANES CLEANER/OPWNER DRAIN GRINDER, HOLYS, HASP WIRNUT, HW, CONDUIT, SCREWS JUNCTION BOX, BLANK SCRS, WRECHPT, PL7, BOX MASKINGTAPE&PAINTROLLERS BUGHS & EXTENSION CORDS	R R R R R R R R R R R R R R	1/10/2024 1/10/2024 1/10/2024 1/10/2024 1/10/2024 1/10/2024 1/10/2024 1/10/2024 1/10/2024 1/10/2024 1/10/2024 1/10/2024 1/10/2024		21.98CR 22.95CR 40.64CR 4.18CR 30.39CR 19.16CR 24.99CR 83.02CR 26.80CR 3.38CR 19.81CR 31.35CR 32.97CR	105770 105770 105770 105770 105770 105770 105770 105770 105770 105770 105770 105770 105770	362.22
VOID*	VOID CHECK		V	1/10/2024			105771	VOID**
03261	FRONTIER ACCESS, LLC I-202312	DEC 2023 TRASH SERVICE	R	1/10/2024		59,176.78CR	105772	59,176.78
00157	FRONTIER COMMUNICATIONS I-202401050988 I-202401081006	210-017-2122-062911-5 903-197-3064-123020-5 JAN 24	R R	1/10/2024 1/10/2024		157.50CR 790.00CR	105773 105773	947.50
01666	IMPACT PROMOTIONAL SERVICE I-INV69280	5.11 DUTY PANTS	R	1/10/2024		2,200.65CR	105774	2,200.65
03207	JACOB VILLARREAL (HUSBURSE) I-14839	LEATHER COVER OF RUBBER GLOVES	R	1/10/2024		46.00CR	105775	46.00
00103	JOHN DEERE FINANCIAL I-H54493 I-H07449 I-X33207 I-X33577	QUILTEDUTANNAELJACKET (CV) BOOTS (JS) BOOTS (KM) ROSE 6 CUMPS	R R R R	1/10/2024 1/10/2024 1/10/2024 1/10/2024		98.96CR 189.95CR 147.96CR 39.33CR	105776 105776 105776 105776	476.20

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 CHECK: 09654 Regular Payments
 VENDOR SET: 99
 BANK : AP A/P - MOORED CASH

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*** CHECK LISTING ***

VENDOR	NAME / T.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
02660	MIDWAY LOCK & KEY I-58955	LOCKSET KEYS & KEYS	R	1/10/2024		139.50CR	105777	139.50
02831	MYBA, LLC I-277876 I-280777	COLLECTION FEE 11/1/23 COLLECTION FEE 1/9/2024	R R	1/10/2024 1/10/2024		204.27CR 320.40CR	105778 105778	524.67
01444	NAPA AUTO PARTS #365 I-246831 I-246859 I-246989 I-247072 I-247086 I-247362 I-247470	657B SPARK PLUGS FILTERS 7236 & 7565 BATTERIES HEATER HOSE, RADIATORHOSE HEATER HOSE, RADIATORHOSE 7035 OIL FILTERS TAILGATE HANDLE #530	R R R R R R R	1/10/2024 1/10/2024 1/10/2024 1/10/2024 1/10/2024 1/10/2024 1/10/2024		31.92CR 560.42CR 160.82CR 48.72CR 378.72CR 132.56CR 29.44CR	105779 105779 105779 105779 105779 105779 105779	1,334.60
01407	D'ARNEY'S AUTO PARTS I-4009-366158	RAINF WINDSHIELDWIPERS	R	1/10/2024		75.98CR	105780	75.98
01557	MONTHLY SERVICES OF TX., LP I-423-106091	4TH QUARTER OCT-DEC 2023	R	1/10/2024		208.70CR	105781	208.70
02374	OPTIMUM I-JAN 2024 CITYHALL	111 W MAIN C-HALL 1/1-1/31/24	R	1/10/2024		134.23CR	105782	134.23
02374	OPTIMUM I-JAN 2024 LIBRARY	309 W MAIN LIB 1/1-1/31/24	R	1/10/2024		146.01CR	105783	146.01
03333	P2 SERVICES I-4802	DRUG TEST	R	1/10/2024		230.00CR	105784	230.00
00267	PETTY'S TIRE CENTER I-12516 I-12528	FLAT FIX #501 PLUG VALVE #635	R R	1/10/2024 1/10/2024		25.00CR 5.00CR	105785 105785	25.00
01770	PITNEY BOWES-RESERVE ACCOUNT I-202401058985	REPT'L POSTAGE MACHINE	R	1/10/2024		300.00CR	105786	300.00
08720	QUILL CORP. I-36464662	COPY PAPER	R	1/10/2024		86.68CR	105787	86.68
00484	SHILMAN COMMUNICATIONS I-78928 I-78749	RADIO REPAIR, CONVERTER RADIO REPAIR, CONVERTER	R R	1/10/2024 1/10/2024		570.00CR 265.00CR	105788 105788	835.00

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 CHECK: 09664 Regular Payments
 VENDOR SET: 99
 BANK : AP A/P - POOLED CASH

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*** CHECK LISTING ***

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
01053	TERESA NINO (REIMBURSE) I-202401101507	EYE EXAM	R	1/10/2024		60.00CR	105789	60.00
01979	TEX-OMN BUILDER'S SUPPLY I-800872	CYLINDRICAL LOCKSET	R	1/10/2024		850.00CR	105790	850.00
00557	THL INTERGOV RISK POOL/WC I-2024012850964	QWRLY. FY 23/24 INS./WC AMNT	R	1/10/2024		75,920.81CR	105791	75,920.81
00177	TISER TECHNOLOGIES I-025-451220	UTILITY BILLING NOTIFICATIONS	R	1/10/2024		6.70CR	105792	6.70
01297	USA BUSHOOK I-INV00227271	PSI TRANSMITTERS	R	1/10/2024		547.26CR	105793	547.26
03122	WINSUPPLY COOKE CO TX CO I-436088 61	3/4" BRASS COUPLINGS	R	1/10/2024		218.50CR	105794	218.50

* * T O T A L S *	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLICED
REGULAR CHECKS:	39	0.00	170,161.43	170,161.43
HANDWRITTEN CHECKS:	0	0.00	0.00	0.00
PRE-WRITE CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
VOID CHECKS:	1	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
CORRECTIONS:	0	0.00	0.00	0.00
REGISTER TOTALS:	40	0.00	170,161.43	170,161.43

John D. Moore

1/18/2024 9:44 AM
 CHECK: 09561 RECURRING PAYROLL
 VENDOR SET: 99
 BANK : AP-PR PAYROLL ACCOUNTS PAYABLE

A / P CHECK REGISTER

PAGE: 1

**** CHECK LISTING ****

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
01878	THE LOOMIS COMPANY							
	1-GAP202312180906	EMPLOYERS CONTRIDUTION	R	1/18/2024		3,909.26CR	105802	
	1-GAP202401171017	EMPLOYERS CONTRIBUTION	R	1/18/2024		3,824.94CR	105802	
	1-GDC202312050862	EMPLOYEES CONTRIBUTION	R	1/18/2024		145.24CR	105802	
	1-UDC202312180906	EMPLOYEES CONTRIBUTION	R	1/18/2024		137.82CR	105802	
	1-GDC202401020931	EMPLOYEES CONTRIBUTION	R	1/18/2024		137.82CR	105802	
	1-GUC202401171017	EMPLOYEES CONTRIBUTION	R	1/18/2024		137.82CR	105802	8,292.90

* * T O T A L S * *

	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	1	0.00	8,292.90	8,292.90
HANDWRITTEN CHECKS:	0	0.00	0.00	0.00
PRE-WRITE CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
VOID CHECKS:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
CORRECTIONS:	0	0.00	0.00	0.00
REGISTER TOTALS:	1	0.00	8,292.90	8,292.90

1/18/2024 1:33 PM
 CHECK: 09664 PAYABLES 1/18/2024
 VENDOR SET: 99
 BANK : AP A/P - POOLED CASH

A / P CHECK REGISTER

PAGE: 1

*** CHECK LISTING ***

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
01665	AIRGAS USA, LLC I-5504910058 I-9145642995	MEDICAL OXYGEN MEDICAL OXYGEN	R R	1/18/2024 1/18/2024		22.94CR 367.21CR	105803 105803	 390.15
01816	ALLISON LANDSCAPE AND POOL CO. I-PO-29862	RTV/POWERS, RYRLEAK	R	1/18/2024		\$15.00CR	105804	515.00
02985	ARMYON CAPITAL SERVICES, INC. I-1600-PRKY-VVX7 I-154Y-PRVC-CHDR I-1584-3YOM-9WGC I-1X3W-Q39M-19JK	20 BOOKS, FASTENERS, STAPLES STEERWHEELCOVER, CALENDAR 18 BOOKS FTRR/DEHR DANCE SUPPLIES	R R R R	1/19/2024 1/18/2024 1/18/2024 1/18/2024		395.44CR 29.55CR 227.56CR 366.04CR	105805 105805 105805 105805	 1,008.59
03094	ARSCO SUPPLY I-S1418483.002	3/4"MTA x CTR STRAIGHTSTO	R	1/18/2024		639.20CR	105806	639.28
01712	ATMOS ENERGY I-202401161008 I-202401161009 I-202401161010 I-202401161011 I-202401161012 I-202401161013	316 COLLINGSVILLE 12/8-1/8/24 202 W MAIN 12/8-1/8/24 308 W MAIN LIR 12/8-1/8/24 615.5 W MAIN WBYC 12/8-1/8/24 111 W MAIN ST. 12/8-1/8/24 206 W MAIN STE D 12/8-1/8/24	R R R R R R	1/18/2024 1/18/2024 1/18/2024 1/18/2024 1/18/2024 1/18/2024		364.05CR 101.05CR 302.43CR 313.24CR 285.99CR 387.69CR	105807 105807 105807 105807 105807 105807	 1,754.45
1	AUSTIN GIBBONS I-202401161016	DUTY DOGS	R	1/18/2024		100.00CR	105808	100.00
02519	BOUNO TREE MEDICAL I-05206751 I-05214990	MEDICAL SUPPLIES MEDICAL SUPPLIES	R R	1/18/2024 1/18/2024		1,241.38CR 990.96CR	105809 105809	 2,232.34
02003	CHILD SMART ID, LLC I-639	ID CARDS CHIEF ROBERT SHERRON	R	1/18/2024		17.00CR	105810	17.00
03475	CLASSIC CHEVROLET, INC C-93857 I-202401171018	2024CHEVY2500CHEVCAH2HD 2024CHEVY2500CHEVCAH 2WD	R R	1/18/2024 1/18/2024		275.44 49,775.44CR	105811 105811	 49,500.00
03416	CIVIL CAREER PROFESSIONALS, LLC I-1093	INTERIM CHIEF OF POLICE	R	1/18/2024		4,583.89CR	105812	4,583.89
03130	FIRST REF (AT&T MOBILITY) I-202401161015	CRJ, SVC PINKSTON 1/4-2/3/24	R	1/18/2024		51.95CR	105813	51.95

John D. Moore

1/18/2024 1:33 PM
 CHECK: 09664 PAYABLES 1/18/2024
 VENDOR SET: 99
 BANK : AE A/P - POOLED CASH

A / P CHECK REGISTER

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*** CHECK LISTING ***

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	MISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
03261	FRONTIER ACCESS, LLC I-2590330	SHOKE HAUL 1/12/24	H	1/18/2024		646.16CR	105814	646.16
03472	GATHM TOOLS LLC I-32132337849	WHS PLUG, 3YR PLAN 6 RW	R	1/18/2024		17,277.01CR	105815	17,277.01
02665	LIBRARY DEPA8 I-105771	35 FREADINGS DEC USAGES	R	1/18/2024		17.50CR	105816	17.50
02831	MYDA, LLC I-278842 I-281023	COLLECTION FEE 11/21/24 COLLECTION FEE 1/18/24	R	1/18/2024		118.20CR 348.30CR	105817 105817	466.50
03341	NAVITAS CREDIT CORP I-20092584 JAN 2024	VIOP PHONE SVC JAN 2024	R	1/18/2024		1,120.50CR	105818	1,120.50
03418	NICHOLS JACKSON DILLARD HAGER SMITH LLP I-49389 I-49390	GEN. LEGAL SERVICES/CITY MUNICIPAL COURT LEGAL SVCS	R	1/18/2024		1,770.00CR 185.06CR	105819 105819	1,955.00
63	NORTH TEXAS WINWATER CO I-007912 01	8" DRILL BUSHING	R	1/18/2024		1,983.46CR	105820	1,983.46
03464	OFFEN PETROLEUM, LLC I-INV854995 I-INV855010	650 GAL UNLEADED 750.8 GAL DIESEL	R	1/18/2024		1,552.60CR 2,358.86CR	105821 105821	3,911.54
02370	OPTIMUM I-JAN 2024 MECH SHOP	316 COLLINSVILLE 1/18-2/17/24	H	1/18/2024		210.91CR	105822	210.91
02374	OPTIMUM I-JAN 2024 WFD	206 W MAIN WFD 1/1-1/31/24	R	1/18/2024		1.88CR	105823	1.88
00720	QUILL CORP. I-36617996	8x 26A BLK TONER 2pk	R	1/18/2024		264.99CR	105824	264.99
01253	TECHLINE, INC. I-1778537-01 I-1778537-02 I-1780410-00 I-9826524-00 I-9826524-01	SUPPLIES SUPPLIES TOOL BUCKET CANVAS PAD MOUNT TRANSFORMERS PAD MOUNT TRANSFORMERS	R	1/18/2024		130.95CR 553.00CR 126.27CR 22,373.26CR 41,130.70CR	105825 105825 105825 105825 105825	64,368.18

John D. Moore

1/18/2024 1:33 PM
 CREDIT: 09668 PAYABLES 1/18/2024
 VENDOR SET: 99
 BANK : AP A/P -- POOLED CASH

A / P CHECK REGISTER

PAGE: 3

*** CHECK LISTING ***

VENDOR	NAME / S.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
01053	TERESA WIND (REIMBURSE)							
	I-202401181014	THCTP ELECTION LAW SEMINAR	R	1/18/2024		625.41CR	105826	625.41
02880	TITAN UTILITY SERVICES							
	I 20357	ONSITETESTINGTRUCKS&EQUIP	R	1/18/2024		2,318.00CR	105827	2,318.80
00630	UNITED RENTALS, INC							
	I-229088369-001	AIR COMPRESSOR CHISELS	R	1/18/2024		49.19CR	105828	49.18
01297	USA HISEBOOK							
	I-YN000236876	RED,YLN,BLUE DUFFERS	R	1/18/2024		137.47CR	105829	137.47
02766	HAYNA VAUGHN (REIMBURSE)							
	I-R972500206	THE THIN BLUE LINE HALL	R	1/18/2024		850.00CR	105830	850.00

* * T O T A L S * *		NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	28	0.00	156,976.34	156,976.34	
HANDWRITTEN CHECKS:	0	0.00	0.00	0.00	
PRE-WRITE CHECKS:	0	0.00	0.00	0.00	
DRAFTS:	0	0.00	0.00	0.00	
VOID CHECKS:	0	0.00	0.00	0.00	
NON CHECKS:	0	0.00	0.00	0.00	
CORRECTIONS:	0	0.00	0.00	0.00	
REGISTER TOTALS:	28	0.00	156,976.34	156,976.34	

TOTAL ERRORS: 0 TOTAL WARNINGS: 0

John D. Moore

1/19/2024 8:18 AM
 CHECK: D9667 PAYROLLS 1/19
 VENDOR SET: 99
 BANK : AP A/P - POOLRU CASH

A / P CHECK REGISTER

PAGE: 1

*** CHECK LISTING ***

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
1	JOFF SHIPLEY T-202401191021	CLOTHING ALLOWAN	R	1/19/2024		81.66	108831	81.66

* * T O T A L S * *

	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	1	0.00	81.66	81.66
HANDWRITTEN CHECKS:	0	0.00	0.00	0.00
PRE-WRITE CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
VOID CHECKS:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
CORRECTIONS:	0	0.00	0.00	0.00
REGISTER TOTALS:	1	0.00	81.66	81.66

TOTAL ERRORS: 0 TOTAL WARNINGS: 0



1/22/2024 3:58 PM
 PACKAGE: D9671 PETTY CASH 1/22/24
 VENDOR SET: 98 WHITESBORO AP VENDORS
 BANK: AB A/P - BOOLED CASH

DIRECT PAYABLES CHECK REGISTER

PAGE: 1

*** CHECK LISTING ***

ENDOR	I.D.	NAME	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
00454		PETTY CASH						
	I-202401221042	CITY HALL PETTY CASH 1/22/24	R	1/22/2024		464.57	105832	464.57

* * BANK TOTALS *	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REQUISIA CHECKS:	1	0.00	464.57	464.57
HANDWRITTEN CHECKS:	0	0.00	0.00	0.00
PRE-WRITE CHECKS:	0	0.00	0.00	0.00
DEBITS:	0	0.00	0.00	0.00
VOID CHECKS:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
CORRECTIONS:	0	0.00	0.00	0.00
BANK TOTALS:	1	0.00	464.57	464.57

N

1/25/2024 8:31 AM
 CHECK: 09670 RECURRING JAN 2024
 VENDOR SET: 99
 BANK : AM-PM PAYROLL ACCOUNTS PAYABLE

A / P CHECK REGISTER

PAGE: 1

*** CHECK LISTING ***

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
01476	APLAC							
	I-SI1202401171017	SUPPLEMENTAL INSURANCE	R	1/25/2024		620.92CR	105833	
	I-SI1202401171017	SUPPLEMENTAL INSURANCE	R	1/25/2024		620.92CR	105833	
	I-SI2202401020931	SUPPLEMENTAL INSURANCE	R	1/25/2024		96.65CR	105833	
	I-SI2202401171017	SUPPLEMENTAL INSURANCE	R	1/25/2024		96.65CR	105833	1,435.14
02273	LEGAL SHIELD/PPLS1							
	I-LGI202401171017	PRE-PAID LEGAL & ID THEFT	R	1/25/2024		25.90CR	105834	
	I-LGI202401171017	PRE-PAID LEGAL & ID THEFT	R	1/25/2024		25.90CR	105834	51.80
00351	TX HEALTH BENEFITS POOL							
	I-DFE202401171017	EMPLOYER CONTRIBUTION D	R	1/25/2024		54.34CR	105835	
	I-DI 202401020931	EMPLOYEE DEDUCTIONS	R	1/25/2024		1,339.87CR	105835	
	I-DI 202401171017	EMPLOYEE DEDUCTIONS	R	1/25/2024		1,339.87CR	105835	
	I-DI2202401020931	EMPLOYEE DEDUCTIONS	R	1/25/2024		1,250.79CR	105835	
	I-DI2202401171017	EMPLOYEE DEDUCTIONS	R	1/25/2024		1,250.79CR	105835	
	I-DOL202401020931	EMP DED DEPENDENT LIFE	R	1/25/2024		8.00CR	105835	
	I-DOL202401171017	EMP DED DEPENDENT LIFE	R	1/25/2024		8.00CR	105835	
	I-EDC202401171017	EMPLOYERS DEPENDENT COVERAGE	R	1/25/2024		15,496.35CR	105835	
	I-EOL202401020931	EMPLOYEE OPTIONAL LIFE	R	1/25/2024		496.87CR	105835	
	I-EOL202401171017	EMPLOYEE OPTIONAL LIFE	R	1/25/2024		496.87CR	105835	
	I-LFD202401171017	EMPLOYER CONTRIBUTION	R	1/25/2024		475.01CR	105835	
	I-STU202401171017	EMPLOYER CONTRIBUTION	R	1/25/2024		511.47CR	105835	
	I-TML202401171017	EMPLOYER CONTRIBUTION	R	1/25/2024		56,813.44CR	105835	79,541.67
VOID	VOID CHECK		V	1/25/2024			105836	**VOID**

* * T O T A L S * *	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	3	0.00	81,028.61	81,028.61
HANDWRITTEN CHECKS:	0	0.00	0.00	0.00
PRE-PAID CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
VOID CHECKS:	1	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
CORRECTIONS:	0	0.00	0.00	0.00
REGISTER TOTALS:	4	0.00	81,028.61	81,028.61

TOTAL ERRORS: 0 TOTAL WARNINGS: 0

John D. Moore

1/25/2024 11:08 AM
 CHECK: 09675 PAYABLES 1/25/2024
 VENDOR SET: 99
 BANK : AP N/P - POOLED CASH

A / P CHECK REGISTER

PAGE: 1

**** CHECK LISTING ****

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
02985	AMAZON CAPITAL SERVICES, INC.							
	I-115F-FG93-EXFX	WTRH08Z, SFTYVST, HP138A	R	1/25/2024		200.49CR	105837	
	I-17V7-KH7H-5W6V	16 BOOKS	R	1/25/2024		37.14CR	105837	
	I-18FD-KV11-3W73	MILWKTRANSFERPUMP, BAT, CRG	R	1/25/2024		203.99CR	105837	
	I-18CM-KH7P-3KFR	MILWKTRANSFERPUMP, BAT, CRG	R	1/25/2024		267.94CR	105837	709.56
01712	ATMOS ENERGY							
	I-202401191022	200 CRYER R HSE 12/8-1/1/24	R	1/25/2024		82.71CR	105838	
	I-202401191023	401 NDYK AVE 12/8-1/8/24	R	1/25/2024		75.90CR	105838	158.61
00033	BAKER & TAYLOR BOOKS							
	I-5018/01022	DECEMBER BOOKS	R	1/25/2024		15.08CR	105839	
	I-5018/11045	DECEMBER BOOKS	R	1/25/2024		16.43CR	105839	32.31
02606	HONOVON HANCOCK (REIMBURSE)							
	I-202401221039	RETURN SHIPPING KENNEN MEYER	R	1/25/2024		105.68CR	105840	105.68
01840	BATTERYMA PLUS #148							
	I-P60626768	CCR1832-2 BATTERIES	R	1/25/2024		7.12CR	105841	7.12
01913	WAT BOWTRIGHT							
	I-202401191026	REF \$45/GAMEX10 1/6-1/13	R	1/25/2024		450.00CR	105842	450.00
02519	BOUND TREE MEDICAL							
	I-85218662	MEDICAL SUPPLIES	R	1/25/2024		1,919.97CR	105843	1,919.97
00051	BRAZOS ELECTRIC COOP							
	I-50631-R1-001	DIST. SVC CHARGE FROM BHW	R	1/25/2024		8,855.48CR	105844	8,855.48
02992	BART BOWTRIGHT							
	I-202401191027	REF \$35/GAMEX10 1/6-1/13	R	1/25/2024		350.00CR	105845	350.00
03290	BRIAN COLLMAN							
	I-202401191030	REF \$25/GAMEX12 1/6-1/13	R	1/25/2024		300.00CR	105846	300.00
02456	CHRIS SEITZ							
	I-202401191029	REF \$35/GAMEX12 1/6-1/13	R	1/25/2024		420.00CR	105847	420.00
02995	COLIN IRON8 POOL SERVICE							
	I-19652	COMMERCIAL LEAK DETECTION	R	1/25/2024		2,795.00CR	105848	2,795.00
1	COOK'S MAIN STREET MERCANTILE							
	I-202401241047	COOK'S MAIN STREET MERCANTILES	R	1/25/2024		7,500.00CR	105849	7,500.00

John D. Moore

1/25/2024 11:00 AM

A / P CHECK REGISTER

PAGE: 2

VENDOR: 09675 PAYABLES 1/25/2024

VENDOR SET: 99

**** CHECK LISTING ****

BANK : AP A/P - POOLED CASH

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
01164	CDK LAND SURVEYING CO., INC. I-23-15591-DRAWING	PAPERDRAWINGCROCHSTREET	R	1/25/2024		600.00CR	105850	600.00
03476	DAX MARTIN I-202401241046	REF \$25/GAMEX4 1/20	R	1/25/2024		100.00CR	105851	100.00
02621	DOHNS A/C & HEAT I-20240119	ADMIN OFFICE HIGH LIMIT SWITCH	R	1/25/2024		300.00CR	105852	300.00
00157	FRONTIER COMMUNICATIONS I-202401221037 I-202401251050	903-564-5575-100799-5 903-564-5958-071423-5 PARD JAN	R R	1/25/2024 1/25/2024		232.71CR 563.96CR	105853 105853	 796.67
1	GIBB SCOUTS TROOP #5223 I-202401191034	CLN	R	1/25/2024		150.00CR	105854	150.00
00151	GRAYSON-CONLIN ELECTRIC I-202401231043 I-202401231044	SEWER PLANT 12/9-1/9/24 ANDERSON LIFT 12/9-1/9/24	R R	1/25/2024 1/25/2024		7,657.60CR 427.56CR	105855 105855	 8,085.16
02705	INNOVATION PUMP CONTROL SVCS. I-2380	WELD PUMP #3 (AMOR)	R	1/25/2024		380.00CR	105856	380.00
03470	JACOB OSBURN I-202401191031	REF \$25/GAMEX12 1/6-1/13	R	1/25/2024		300.00CR	105857	300.00
1	JOHN MOORE I-202401191024	IONOS/EMAIL JAN24	R	1/25/2024		36.40CR	105858	36.40
02450	KYLE MAYNARD (REIMBURSE) I-202401221038	TANCO WHITE GRAVEL PICKUP TRUC	R	1/25/2024		42.00CR	105859	42.00
03363	MADISON KNISS I-202401191028	SCOREKEEPER \$12/GAMEX10	R	1/25/2024		120.00CR	105860	120.00
1	GALLOXY SCHARRS I-202401191032	CLN DEPOSIT	R	1/25/2024		150.00CR	105861	150.00
1	MARGENJA KNIGHT I-202401191033	CLN DEPOSIT	R	1/25/2024		150.00CR	105862	150.00
63	NORTH TEXAS WINWATER CO I-007868 01 I-008088 01	TAPSADDLES, RECLAMES INSERTVALVE&TAPING SLEEVES	R R	1/25/2024 1/25/2024		1,821.29CR 4,566.21CR	105863 105863	 6,387.50



1/25/2024 11:08 AM
 CHECK: 09675 PAYABLES 1/25/2024
 VENDOR REF: 99
 BANK : AP A/P - POOLED CASH

A / P CHECK REGISTER

PAGE: 3

**** CHECK LISTING ****

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
03464	GIVEN PETROLEUM, LLC I-INV865756 I-INV865805	525 GAL DIESEL 312 GAL UNLEADED	R	1/25/2024		1,731.88CR 829.56CR	105864 105864	2,561.43
03243	ON POTWY ENERGY PARTNERS I-202401241045	ELECTRIC BILLING CONSULTATION	R	1/25/2024		3,508.69CR	105865	3,508.69
1	ONECHURCH WHITESBORO I-202401251051	CLN	R	1/25/2024		150.00CR	105866	150.00
02374	OPCLIMUM I-JAN 2024 CARD	400 WYBOM CARD 1/9-2/8/24	R	1/25/2024		151.28CR	105867	151.28
00290	PENNY MEMORIAL (KIRKSHIRE) I-04034-50324912	CANVA PRO ANNUAL SUBSCRIPTION	R	1/25/2024		119.99CR	105868	119.99
02219	PLASTIX PLUS LLC I-19362	SUPPLY	R	1/25/2024		945.25CR	105869	945.25
00659	REINERT PAPER & CHEMICAL I-461969	SUPPLIES	R	1/25/2024		245.43CR	105870	245.43
02235	ROGERS SERVICES I-02/2024-MONETLY	MONTHLY CLEANING @ CITY HALL	R	1/25/2024		725.00CR	105871	725.00
03477	SOUTHSIDE BANK I-202401251049	LOAN 269042 FEB 2024	R	1/25/2024		101,764.75CR	105872	101,764.75
03420	BEAVER TURNHAW (REVENUE) I-202401191025	GYM SUP 1/1-1/15 44ERSX\$10	R	1/25/2024		440.00CR	105873	440.00
00765	TX WATER UTILITY ASSOC I-202401241048	TWCA MEMBERSHIP 2024	R	1/25/2024		560.00CR	105874	560.00
02543	GLINE I-173028787	WATERHOX CARPENTRY	R	1/25/2024		655.69CR	105875	655.69
00455	UNITED AG & TUNE (CITYLLK) I-13065715 I-13070471	GEAR CASE (JIDEXMOWER) GEAR CASE (JIDEXMOWER)	R	1/25/2024		1,297.17CR 38.57CR	105876 105876	1,335.74
00155	NEPTUNSHORE ECONOMIC I-202401221035	TYPE B SALES TAX 1/9/24	R	1/25/2024		40,724.35CR	105877	40,724.35

John D. Moore

1/25/2024 11:08 AM
 CHECK: 09675 PAYABLES 1/25/2024
 VENDOR SRT: 99
 BANK : AP A/P - POOLED CASH

A / P CHECK REGISTER

PAGE: 4

*** CHECK LISTING ***

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
00162	WHITESBORO INDUSTRIAL							
	Y-202401221036	TYPE A SALES TAX 1/9/24	H	1/25/2024		20,362.18CR	105878	20,362.18
03122	WINSUPPLY COOKS CO TX CO							
	I-437164 01	SUPPLIES	R	1/25/2024		4,458.91CR	105879	4,458.91
03353	WORKINGFIREFURNITURE&MATT.CO., INC							
	I-6110	FIREHOUSEFURNITURE&MATT.CO.	R	1/25/2024		839.90CR	105880	839.90

* * T O T A L S * *		NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	44	0.00	220,750.13	220,750.13	
HANDWRITTEN CHECKS:	0	0.00	0.00	0.00	
PRE-WRITTEN CHECKS:	0	0.00	0.00	0.00	
DRAFTS:	0	0.00	0.00	0.00	
VOID CHECKS:	0	0.00	0.00	0.00	
NON CHECKS:	0	0.00	0.00	0.00	
CORRECTIONS:	0	0.00	0.00	0.00	
REGISTER TOTALS:	44	0.00	220,750.13	220,750.13	

John D. Moore

1/26/2024 8:38 AM

DIRECT PAYABLES CHECK REGISTER

PAGE: 1

PACKET: 09676 EARD PETTY CASH
 VENDOR SET: 99 WHITEBOARD AP VENDORS
 BANK: AP A/P - POOLSD CASH

*** CHECK LISTING ***

VENDOR	I.D.	NAME	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
1	I-202401261053	KATEE BRATCHER DANCE PHOTOS	R	1/26/2024		250.00	105081	250.00
00454	I-202401261052	PETTY CASH FATHER/DAUGHTER DANCE CHANGE	A	1/26/2024		400.00	105082	400.00

* * B A N K T O T A L S * *		NO#	DISCOUNT	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	2	0.00	650.00	650.00	
HANDWRITTEN CHECKS:	0	0.00	0.00	0.00	
PRE-WRITE CHECKS:	0	0.00	0.00	0.00	
DRAFTS:	0	0.00	0.00	0.00	
VOID CHECKS:	0	0.00	0.00	0.00	
BON CHECKS:	0	0.00	0.00	0.00	
CORRECTIONS:	0	0.00	0.00	0.00	
BANK TOTALS:	2	0.00	650.00	650.00	

1/29/2024 12:29 PM

DIRECT PAYABLES CHECK REGISTER

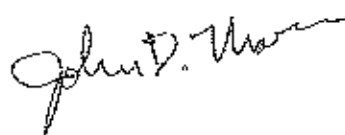
PAGE: 1

PACKET: 0906 WSC ENERGY JAN2024
 VENDOR SET: 99 WHITESBORO AP VENDORS
 BANK: AP A/P - POOLED CASH

**** CHECK LISTING ****

VENDOR	I.D.	NAME	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
03208		WSC ENERGY						
	I-EN-030314730720	ENERGY PURCH 12/1-12/31/23	R	1/29/2024		161,659.67	105883	161,659.67

* * BANK TOTALS * *		NO#	DISCOUNT	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	1	0.00	161,659.67	161,659.67	
HANDWRITTEN CHECKS:	0	0.00	0.00	0.00	
PRE-WRITE CHECKS:	0	0.00	0.00	0.00	
DRAFTS:	0	0.00	0.00	0.00	
VOID CHECKS:	0	0.00	0.00	0.00	
NON CHECKS:	0	0.00	0.00	0.00	
CORRECTIONS:	0	0.00	0.00	0.00	
BANK TOTALS:	1	0.00	161,659.67	161,659.67	



1/18/2024 3:13 PM
PACKET: 04666 TMS

A / P CHECK REGISTER

PAGE: 3

VENDOR SET: 99

*** DRAFT/OTHER LISTING ***

DANK : AP-PR PAYROLL ACCOUNTS PAYABLE

VENDOR	NAME / I.D.	DESC	ITEM TYPE	PAID DATE	DISCOUNT	AMOUNT	ITEM NO	ITEM AMOUNT
50163	TX MUNICIPAL RET SYSTEM							
	I-RET202401020931	RETIREMENT CONTRIBUTIONS	D	1/23/2024		15,733.13CM	080443	
	I-RET202401171017	RETIREMENT CONTRIBUTIONS	D	1/29/2024		15,147.64CR	080443	30,880.77

* * T O T A L S * *

	NO	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	0	0.00	0.00	0.00
HANDWRITTEN CHECKS:	0	0.00	0.00	0.00
PRE-WRITE CHECKS:	0	0.00	0.00	0.00
DRAFTS:	1	0.00	30,880.77	30,880.77
VOID CHECKS:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
CORRECTIONS:	0	0.00	0.00	0.00
REGISTER TOTALS:	1	0.00	30,880.77	30,880.77

TOTAL ERRORS: 0

TOTAL WARNINGS: 0



Agenda Background

Agenda Item: Consider and possible action on setting PCA for the month of February 2024.

Date: February 6, 2024

Staff is recommending no change to the PCA for February

THE TEXAS SENATE



SENATOR DREW SPRINGER

DISTRICT 30

On February 17, 2023, the Texas Senate passed Resolution No. 431 to honor volunteer firefighters across the Lone Star State during National Volunteer Week, which occurred on April 16th through 22nd. It is a privilege to present your department with a copy of that Resolution.

Thank you for your service and for all you do for our communities.

God Bless,

A handwritten signature in black ink, appearing to read "Drew Springer".

Senator Drew Springer



Agenda Background

Agenda Item: Whitesboro Fire/EMS to recognize Whitesboro Police Officer Low Hatch for his quick actions at a recent structure fire.

Date: February 6, 2024

Chief Pinkston and Chief Patterson will present an Award of Exemplary Action.

On December 30th 2023 Whitesboro Fire, EMS, and Police were dispatched to a reported fire alarm going off at Brookhollow Apartments located at 2000 US Hwy 82, Whitesboro. Officer Hatch responded and arrived first. He checked the caller's apartment and realized the alarm was from a neighboring apartment. He made access to the apartment and found the resident had fallen asleep with a cigarette and caught his mattress on fire. Officer Hatch quickly put water on the fire which kept the fire in check until firefighters arrived to fully extinguish. The quick actions of Officer Hatch lead to a successful outcome for the resident and the apartment owners.



Agenda Background

Agenda Item: Whitesboro Fire/EMS to recognize staff for a Life Saving Award due to a CPR save after a medical emergency.

Date: February 6, 2024

Chief Patterson, Chief Pinkston, and Chief Wilcox will present Phoenix Awards and Awards of Exemplary Action.

On December 28th 2023 Medic 251 A shift, Rescue 235, and a Gordonville First Responder responded to a medical emergency off Howard Road. Crews arrived to find bystander CPR taking place and crews quickly took over patient care and provided advanced life support. Chief Patterson and Chief Pinkston will recognize those that responded and earned the departments award.

WFD Medic 251 – Taylor Jeffrey- Paramedic, Josh Velten- EMT, Wyatt Rupert- EMT

WFD Rescue 235 – Rustin Reedy- Paramedic

Gordonville Fire Department – Josh Palmer

Whitesboro Dispatch – Curlen Barger

Department Reporting

Dispatch

Police

DISPATCH IS THE HEART BEAT



December 2023

- ❖ We enjoyed the Christmas parade. We had several parking and traffic complaints and one lost Grandmother. Grandchild and Grandmother were reunited quickly.
- ❖ Kathy Keller has made her 1-year anniversary.
- ❖ We enjoyed the City Christmas party. Thank you to everyone who worked so hard to make this a success.
- ❖ We hired 2 new dispatchers in 2023 giving Whitesboro Police Department 6 full time dispatchers. We appreciate the Council recognizing that we needed the additional personnel and the salary increase to keep the dispatchers we have.
- ❖ Janelle Vannoy has been enrolled in Basic Telecommunicator Class for the end of January.
- ❖ Whitesboro Police Department dispatched a total of 13,176 calls in the year of 2023.
- ❖ We are looking forward to a new and improved 2024!!

❖ January 2024

- ❖ The new year has started off relatively uneventful. No major issues on New Years eve or New Years Day.
- ❖ Janelle Vannoy is attending Basic Telecommunicator class this month. Once she passes her test, she will be a licensed Telecommunicator.
- ❖ We have had a couple of bad weather days. Nothing major and no major incidents for dispatch due to the weather.

Dispatched Calls for 2023

January 2023

Whitesboro PD	636
Whitesboro FD/EMS	235
Collinsville FD	25
Sadler FD	21
Gordonville FD	20
Sherwood Shores FD	20
Utilities	20
Whitesboro ISD PD	4
Total Calls Dispatched	981

February 2023

Whitesboro PD	627
Whitesboro FD/EMS	178
Collinsville FD	43
Sadler FD	25
Gordonville FD	11
Sherwood Shores FD	26
Utilities	21
Whitesboro ISD PD	3
Total Calls Dispatched	934

March 2023

Whitesboro PD	721
Whitesboro FD/EMS	204
Collinsville FD	37
Sadler FD	25
Gordonville FD	9
Sherwood Shores FD	30
Utilities	24
Whitesboro ISD PD	1
Total Calls Dispatched	1,051

April 2023

Whitesboro PD	657
Whitesboro FD/EMS	234
Collinsville FD	41
Sadler FD	11
Gordonville FD	23
Sherwood Shores FD	48
Utilities	19
Whitesboro ISD PD	7
Total Calls Dispatched	1,040

Dispatched Calls for 2023

May 2023

Whitesboro PD	785
Whitesboro FD/EMS	225
Collinsville FD	35
Sadler FD	18
Gordonville FD	12
Sherwood Shores FD	26
Utilities	30
Whitesboro ISD PD	4
Total Calls Dispatched	1,135

June 2023

Whitesboro PD	829
Whitesboro FD/EMS	223
Collinsville FD	51
Sadler FD	17
Gordonville FD	14
Sherwood Shores FD	39
Utilities	45
Whitesboro ISD PD	1
Total Calls Dispatched	1,219

July 2023

Whitesboro PD	790
Whitesboro FD/EMS	227
Collinsville FD	33
Sadler FD	17
Gordonville FD	23
Sherwood Shores FD	41
Utilities	18
Whitesboro ISD PD	0
Total Calls Dispatched	1,149

August 2023

Whitesboro PD	844
Whitesboro FD/EMS	236
Collinsville FD	40
Sadler FD	20
Gordonville FD	14
Sherwood Shores FD	43
Utilities	31
Whitesboro ISD PD	0
Total Calls Dispatched	1,228

Dispatched Calls for 2023

September 2023

Whitesboro PD	743
Whitesboro FD/EMS	241
Collinsville FD	55
Sadler FD	30
Gordonville FD	14
Sherwood Shores FD	35
Utilities	27
Whitesboro ISD PD	5
Total Calls Dispatched	1,150

October 2023

Whitesboro PD	704
Whitesboro FD/EMS	229
Collinsville FD	35
Sadler FD	21
Gordonville FD	20
Sherwood Shores FD	33
Utilities	18
Whitesboro ISD PD	17
Total Calls Dispatched	1,077

November 2023

Whitesboro PD	732
Whitesboro FD/EMS	215
Collinsville FD	31
Sadler FD	19
Gordonville FD	13
Sherwood Shores FD	33
Utilities	14
Whitesboro ISD PD	8
Total Calls Dispatched	1,065

December 2023

Whitesboro PD	709
Whitesboro FD/EMS	265
Collinsville FD	44
Sadler FD	25
Gordonville FD	34
Sherwood Shores FD	44
Utilities	11
Whitesboro ISD PD	15
Total Calls Dispatched	1,147

Dispatched calls 2024

January 2024	
Whitesboro PD	757
Whitesboro FD/EMS	253
Collinsville FD	52
Sadler FD	19
Gordonville FD	15
Sherwood Shores FD	40
Utilities	21
Whitesboro ISD PD	16
Total Calls Dispatched	1173

Whitesboro Police Department 2023 Summary Report

Crime Summary

UCR Data	2022	2023
Murder	0	0
Rape	1	1
Robbery	0	2
Assault	8	26
Burglary	6	1
Theft	13	9
UUMV	3	2

Crimes classified by Uniformed Crime Reporting as offenses known to police. Reported to Texas DPS.

Large fluctuation of numbers occurs with small police agencies. One or two incidents can skew statistics. 21 of the 26 Assaults reported in 2023 were minor assaults.

Calls for Service to Dispatch	2021	2023
Dispatch		
Whitesboro Police Department	7629	8777
Whitesboro Fire Department/EMS	3466	2712
Collinsville Volunteer Fire Department	529	470
Gordonville Volunteer Fire Department	202	207
Sherwood Shores Fire Department	349	418
Sadler Volunteer Fire Department	169	249

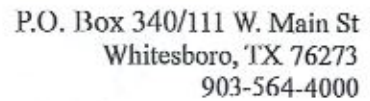
2022 not used. New Dispatch Incode system installed in June 2022. 2021 Data contains EMS and Fire calls made during COVID epidemic.

Citations Issued	2022	2023
Courts	761	1475

2022 citations issued included 140 for speeding. 2023 include 761 for speeding.

	2022	2023
Motor Vehicle Collisions	69	74
Persons Arrested	249	188

	Authorized Personnel	Current Personnel
Dispatch	6	6
Police	9	8




Applicant: Coley Wade
Business Name: 56 Deli
Project: Paint the facade & restripe parking lot.
Date Submitted: 1-23-24
Contact Number: 972-824-9666

Eligible Application

<u>Yes</u>	Located within the designated district of Whitesboro
<u>Yes</u>	Will this project preserve or enhance the historic character
<u>Yes</u>	Does this project comply with all local, state, and federal regulations
<u>Yes</u>	Is the project proposal a clear and viable project
<u>Yes</u>	Is the Application complete
<u>Yes</u>	Did the applicant apply for a Fee Waiver
<u>2-6-24</u>	Date of the Council review

Notes:

This application has been reviewed by the City Secretary and deemed eligible for council review on the above date. Applicant has been duly notified of the date for the council review.


Teresa Niño, City Secretary

1-23-24
Date



Downtown Building Improvement Grant Application

The information requested below will be used to process your application under the terms and conditions of the City of Whitesboro's Downtown Building Improvement Grant. All grant applications must include pictures of the current building, designs or renderings of the finished product, if available.

I. Applicant Information

1. Applicant(s) name: Coley Wade
Mailing address: 1052 CR 107
City: Whitesboro State: TX Zip: 76273
2. Applicant's daytime telephone number: 972-824-9666
E-mail address: ColeyWade@yahoo.com
3. Status of applicant (please check one)
☐ Property owner with vacant facility
☐ Property owner with tenant business
☒ Property owner/operator of existing business on property
☐ Property deed, lease, or other document evidencing applicant's status
5. Length of ownership: 5 yr
Date purchased: 2-27-19

II. Property Information

1. Address of property to be improved: 301 W. Main Whitesboro TX
2. Legal description of subject property:
OTR Whitesboro lot pt 1 & 2 Blk 5 107x94
3. Grayson County Tax Assessor Parcel Number(s):
169829
4. Year built: 1956 Square footage: 2146 + 480 canopy

6. What are the current types of businesses or other uses occupying the building?
Deli - Restaurant
7. Name and phone number of tenant(s), if applicable: 56 Deli
903-564-7800
 (Attach additional names/numbers, if needed)
8. Use of building after construction: Same
9. Number of parking spaces provided: 15 Proposed: — Total: 15
10. Current zoning: Commercial
11. Is a zoning amendment required? Yes — No X

III. Project Description

1. Description of Proposed Improvements. Please provide a detailed description of your proposed improvements. Attach a copy of your architectural or design plans if possible.

Description: Pressure wash exterior & sign, scrape & paint top portion of building masonry, & border trim black. Clean & repaint parking lot stripes, wheel chair ramp, and curbs around foundation of building. Re-paint curb stops, step ups and handicap parking spot emblem. Demo and repair approximately 6 ft of damaged concrete side walk on west side of property between 56 Deli and State Farm. Have hand painted sign on top of building with logo.

☐ Designs Attached

☐ "Before" Picture(s) Attached

2. How many jobs will be **retained** once the project is completed?
3 Full-time positions — Part-time positions
3. How many **new positions** will result from this project?
— Full-time positions 1 ^{Possible} Part-time positions

IV. Work Estimates

Please attach independent contractor estimates for the proposed improvements. Eligible costs shall be the cost of materials, equipment, and contracted labor to complete eligible improvements.

1. Name/company and phone number of preferred contractor:

Elite paint & Epoxy - Robert Lance: 903-815-2735

Amount: \$ 5100

2. Name/company and phone number of second contractor (If obtained):

TLK Services - DBA DevCo parking Lot Svc

Tim Kemp: 903-271-4820

Amount: 2276.30

3. Additional estimates/comments: (Please attach additional quotes, as required) Sign post Svc. attached

4. Total estimated costs of your improvements: \$ 10,127.80

4. Estimated completion date for your improvements? 4-30-24

VI. Fee Waiver Request

1. Are you also requesting a fee waiver consideration for this project? Yes

VII. Agreement of Applicant and Property Owner

I/We, Coley Wade, of the City of Whitesboro, County of Grayson, State of Texas, declare under penalty of perjury that the information contained in this application is true and correct and that the information contained in the documents that accompany this application is true, correct, and complete. I/We certify and warrant that the proposed work described in this Application meets the eligibility requirements of the City of Whitesboro Downtown Building Improvement Grant Program. In exchange for the City of Whitesboro's consideration of this application, I/We hereby agree to the following:

I/We hereby authorize City of Whitesboro employees and agents to perform inspections of my/our property if granted funds under the City of Whitesboro Downtown Building Improvement Grant Program, both before and during the work for which funds are granted under this Program and after completion of the work to ensure compliance with the terms and conditions of the Program and all other applicable ordinances and other laws.

I/We acknowledge that any work carried out prior to written confirmation of grant approval may not be eligible for reimbursement.

I/We acknowledge receiving, understanding, and accepting the terms and conditions of the City of Whitesboro Downtown Building Improvement Grant Program, and agree to fully comply with the same along with all other applicable ordinances and other laws, all of which are incorporated herein by reference, if granted funds under the Program. I agree that the City of Whitesboro is entitled to the immediate return or reimbursement of any and all funds paid to the Applicant or other persons under

the Program, plus interest and collection costs, in the event the Applicant fails to complete the work for which the grant was approved or otherwise fails to comply with all applicable Program guidelines and requirements, ordinances and other laws. I/We Applicants further acknowledge and agree that, if funds provided by the City to the Applicant under the Program are determined at any time not to comply with applicable state laws relating to the authorized uses of such funds, all funds paid to the Applicant or other persons under the Program shall be immediately returned or reimbursed to the City.

Chapter 2264 Certification: Pursuant to Chapter 2264 of the Texas Local Government Code, I/We hereby certifies that the Applicant's business, or a branch, division, or department of the Applicant's business, does not and will not knowingly employ an undocumented worker. An undocumented worker means an individual who, at the time of employment, is not lawfully admitted for permanent residence to the United States or authorized under the law to be employed in that manner in the United States. If after receiving this grant from the City of Whitesboro, Applicant, or a branch, division, or department of Applicant's business, is convicted of a violation under 8 U.S.C. Section 1324a(f), Applicant shall repay the amount of the grant with interest, at the rate and according to the terms provided by this Agreement under Section 2264.053 of the Texas Local Government Code, not later than the 120th day after the date the Applicant is notified of the violation. I/We agree that this document serves as an agreement under Chapter 380 of the Texas Local Government Code.

I/We agree to indemnify, release, defend and hold harmless the City of Whitesboro and its officers, employees and agents, from and against all claims, losses, liabilities, damages, suits, actions, or proceedings asserted or brought by any person, including Applicant and the property owner and their respective officers, employees, agents, contractors, and subcontractors, arising out of personal injury, death or property damage from any cause whatsoever in whole or in part arising out of this Agreement or the activities completed hereunder.

Coley Wade

Applicant or Authorized Agent of Applicant

VIII. Consent of the Owner to the Use and Disclosure of information

I/We, Coley Wade, am the owner of the land that is the subject of this Application, and I/we authorize and consent to the use by or the disclosure to any person or public body, including the City of Whitesboro, of any personal or other information that is collected for the purposes of processing this application and administering the grant program. (Note: Information provided in this application will become a public record, subject to disclosure under the Texas Public Information Act and/or Texas Open Meetings Act.)

Date

1-23-24

Signature of Owner(s)

Coley Wade



Downtown Building Improvement Grant **Fee Waiver** Application

The information requested below will be used to process your application under the terms and conditions of the City of Whitesboro's Downtown Building Improvement Grant.

The Fee Waiver Incentive provides a waiver from City fees for building owners and developers of new construction, expansion, or renovation in the downtown district.

(If you are also applying for the Downtown Building Improvement Grant, you may skip to step V, as this form will serve as an addendum to that application.)

I. Applicant Information

1. Applicant(s) name: Coley Wade
Mailing address: 1052 cr 107
City: Whitesboro State: TX Zip: 76273

2. Applicant's daytime telephone number: 972-824-9666
E-mail address: ColeyWade@yahoo.com

3. Status of applicant (please check one)
☐ Property owner with vacant facility
☐ Property owner with tenant business
☒ Property owner/operator of existing business on property
☐ Property deed, lease, or other document evidencing applicant's status

5. Length of ownership: 5 years
Date purchased: Feb 27th 2019

II. Property Information

1. Address of property to be improved: 301 W. Main Whitesboro Tx

2. Legal description of subject property:
OTP Whitesboro Lot pt 142 Blk 5 107 x 94

3. Grayson County Tax Assessor Parcel Number(s):
1169839
4. Year built: 1956 Square footage: 2146 + 480 canopy
6. What are the current types of businesses or other uses occupying the building?
Deli - Restaurant
7. Name and phone number of tenant(s), if applicable: 56 Deli
903-564-7800
(Attach additional names/numbers, if needed)
8. Use of building after construction: Same
9. Number of parking spaces provided: 15 Proposed: — Total: 15
10. Current zoning: Commercial
11. Is a zoning amendment required? Yes — No X

III. Project Description

1. Description of Proposed Improvements. Please provide a detailed description of your proposed improvements. Attach a copy of your architectural or design plans if possible.

Description: pressure wash exterior & sign, scrape & paint top portion of building maroon, & border trim around top black. Clean & re-paint parking lot stripes, wheel chair Ramp, and curbs around foundation of building. Re-paint curb stops, an Handicap parking emblem. Demo and repair approximately 6ft of broken side walk on west edge of property between 56 Deli & Statefarm insurance. Hard paint signs & logo on top

☐ Designs Attached

☐ "Before" Picture(s) Attached

2. How many jobs will be retained once the project is completed?

3 Full-time positions — Part-time positions

3. How many new positions will result from this project?

_____ Full-time positions 1 ^{Possible} Part-time positions

IV. Work Estimates

Please attach independent contractor estimates for the proposed improvements. Eligible costs shall be the cost of materials, equipment, and contracted labor to complete eligible improvements.

1. Name/company and phone number of preferred contractor:

Elite Paint & Epoxy - Robert Lance : 903-815-2735

Amount: \$ 5100

2. Name/company and phone number of second contractor (if obtained):

TLK Services - DBA DerCo Parking Lot Svc

Tim Kemp : 903-271-4820

Amount: \$2276.30

3. Additional estimates/comments: (Please attach additional quotes, as required)

4. Total estimated costs of your improvements: \$ 10,127.80

4. Estimated completion date for your improvements? 4-30-24

V. Agreement of Applicant and Property Owner

I/We, Coley Wade, of the City of Whitesboro, County of Grayson, State of Texas, declare under penalty of perjury that the information contained in this application is true and correct and that the information contained in the documents that accompany this application is true, correct, and complete. I/We certify and warrant that the proposed work described in this Application meets the eligibility requirements of the City of Whitesboro Downtown Building Improvement Grant Program. In exchange for the City of Whitesboro's consideration of this application, I/We hereby agree to the following:

I/We hereby authorize City of Whitesboro employees and agents to perform inspections of my/our property if granted funds under the City of Whitesboro Downtown Building Improvement Grant Program, both before and during the work for which funds are granted under this Program and after completion of the work to ensure compliance with the terms and conditions of the Program and all other applicable ordinances and other laws.

I/We acknowledge that any work carried out prior to written confirmation of grant approval may not be eligible for reimbursement.

I/We acknowledge receiving, understanding, and accepting the terms and conditions of the City of Whitesboro Downtown Building Improvement Grant Program, and agree to fully comply with the same along with all other applicable ordinances and other laws, all of which are incorporated herein by

reference, if granted funds under the Program. I agree that the City of Whitesboro is entitled to the immediate return or reimbursement of any and all funds paid to the Applicant or other persons under the Program, plus interest and collection costs, in the event the Applicant fails to complete the work for which the grant was approved or otherwise fails to comply with all applicable Program guidelines and requirements, ordinances and other laws. I/We Applicants further acknowledge and agree that, if funds provided by the City to the Applicant under the Program are determined at any time not to comply with applicable state laws relating to the authorized uses of such funds, all funds paid to the Applicant or other persons under the Program shall be immediately returned or reimbursed to the City.

Chapter 2264 Certification: Pursuant to Chapter 2264 of the Texas Local Government Code, I/We hereby certifies that the Applicant's business, or a branch, division, or department of the Applicant's business, does not and will not knowingly employ an undocumented worker. An undocumented worker means an individual who, at the time of employment, is not lawfully admitted for permanent residence to the United States or authorized under the law to be employed in that manner in the United States. If after receiving this grant from the City of Whitesboro, Applicant, or a branch, division, or department of Applicant's business, is convicted of a violation under 8 U.S.C. Section 1324a(f), Applicant shall repay the amount of the grant with interest, at the rate and according to the terms provided by this Agreement under Section 2264.053 of the Texas Local Government Code, not later than the 120th day after the date the Applicant is notified of the violation. I/We agree that this document serves as an agreement under Chapter 380 of the Texas Local Government Code.

I/We agree to indemnify, release, defend and hold harmless the City of Whitesboro and its officers, employees and agents, from and against all claims, losses, liabilities, damages, suits, actions, or proceedings asserted or brought by any person, including Applicant and the property owner and their respective officers, employees, agents, contractors, and subcontractors, arising out of personal injury, death or property damage from any cause whatsoever in whole or in part arising out of this Agreement or the activities completed hereunder.

Coley Wade

Applicant or Authorized Agent of Applicant

VI. Consent of the Owner to the Use and Disclosure of Information

I/We, Coley Wade, am the owner of the land that is the subject of this Application, and I/we authorize and consent to the use by or the disclosure to any person or public body, including the City of Whitesboro, of any personal or other information that is collected for the purposes of processing this application and administering the grant program. (Note: Information provided in this application will become a public record, subject to disclosure under the Texas Public Information Act and/or Texas Open Meetings Act.)

1-23-24

Date

Coley Wade

Signature of Owner(s)



Agenda Background

Agenda Item: Discuss, consider and possible action on authorizing the city administrator to enter into a contract with Placer AI for the purpose of reporting visitors, customers, and sales demographics within the City of Whitesboro.

Date: February 6, 2024

There have been several discussions on this contract. Two items Council asked to be addressed is how the demographics are obtained and a review of competitors. We received a sole source letter. Lynda has attempted to find a competitor. She has found a few companies that are similar but do not provide the exact same data.

As far as the demographics. We have had discussions with Tiffany, a representative of Placer AI. We learned some of the demographics, such as what is purchased in Whitesboro, comes from sales information through the stores. There is information coming from the individuals themselves when they check in on social media platforms, or visit websites, or are simply asked by their apps to share the information and they allow it.

I expect Lynda Anderson and Tiffany to be available for questions and comments.



Placer.ai

PLACER LABS, INC.

ORDER FORM

Whitesboro, Texas
Address:

CustomCity of Whitesboro
111 West Main P.O. Box 340
Whitesboro, TX 76273

Placer Labs, Inc.
Address:

("Placer")
440 N Barranca Ave., #1277
Covina, CA 91723

Contact Person:
Email:
Phone:
Billing Contact Email:

Teresa Nino
Tnino@whitesborotexas.com
903-564-4004
landerson@whitesborotexas.com

Contact Person
Billing Contact Person:
Billing Email*:
Billing Phone*:

Tiffany Huber
Melissa Anderson
billing@placer.ai
415-228-2444

*Not for use for official notices.

1. Services.

The services provided under this Order Form (the "Services") include:

- Access, via Placer Venue Analytics Platform ("Placer's Platform"), to all major venues within the United States
- Access, via Placer's Platform, to reports, including Visits, Trade Areas, Customer Journey, Customer Insights, Dwell Times, and Visitation by Hour/Day
- Actionable insights include:
 - Accurate foot traffic counts and dwell time
 - True Trade Areas displaying frequent-visitors-density by home and work locations
 - Customers' demographics, interests, and time spent at relevant locations
 - Where customers are coming from and going to, and the routes they take
 - Benchmarking of Foot Traffic, Market Share, Audiences, and other key metrics
 - Competitive insights
 - Void Analysis Reports
- Access to Xtra reports per ad hoc needs; in Excel, KML, Tableau, and other formats: Quarterly Maximum of 26 credits; Annual Maximum of 104 credits
- Premier Customer Support
 - Regular meetings with Placer's Customer Success Team
 - Live, Virtual Training support as reasonably needed
- Access to STI Demographics Bundle + Mosaic Data Set. The applicable Advanced Demographics and Psychographics are generated using the Input Datasets from the data vendors as set forth below:

Description	Input Datasets Used
STI Demographics Bundle	PopStats
	Spending Patterns
	Workplace
	Market Outlook
Experian Mosaic	Mosaic Segmentation

2. Permitted Uses

The data, information and materials accessible via the Services are referred to as "Placer Data". Customer may use Placer Data solely for the following purposes ("Permitted Uses"): (a) Customer may use Placer Data for Customer's internal business purposes; and (b) Customer may incorporate Placer Data into Research Data, as described and subject to the restrictions below.

"Research Data" means datasets and other materials created by Customer that result in any part from Customer's use of Placer Data. The Customer may share Research Data with current and potential customers, and in marketing materials; provided that the Customer shall cite Placer as a provider of such information (for such purpose only, Placer grants Customer the rights to use the Placer.ai name and logo, provided that any such use of the Placer.ai name and logo must clearly indicate that Placer is the provider of data only, and is not involved in any analysis, conclusion, recommendation). Customer shall not, directly or indirectly, resell, distribute, sublicense, display or otherwise provide Placer Data to any third parties, except that Customer may display Placer Data as part of Research Data.

3. Term and Termination.

Initial Term: The initial term of this Order Form will begin as of the last signature date set forth below, and will continue for 12 consecutive months thereafter (the **"Initial Term"**). Each renewal or additional term, if any, is referred to as **"Additional Term,"** and the Initial Term and any Additional Terms are referred to collectively as the **"Term."**

Additional Term: Following expiration of the Initial Term, this Order Form shall be automatically renewed for additional periods of the same duration as the Initial Term, unless either party provides written notice of non-renewal at least thirty (30) days prior to the expiration of the then-current term.

Termination: Either party may terminate this Order Form upon thirty (30) days' notice if the other party materially breaches any of the terms or conditions of this Order Form or the Agreement (as defined below), and the breach remains uncured during such thirty (30) days. In addition, Placer may immediately suspend Customer's access to the Services, or terminate the Order Form, in the event of non-payment by the Customer or breach by Customer of any restrictions regarding usage of the Services.

Should either Placer or Customer terminate this Order Form for any reason except for an event of non-payment or breach by Customer, Placer will remit to Customer the pro-rated fee attributable to the balance of the Initial Term.

4. Fees.

\$15,000/year invoiced; in full upon signing this Order Form.

Invoice sent electronically to Customer's billing contact email via NetSuite.

Customer shall pay the fees set forth above in this Order Form, subject to the provisions in Section 3.

Unpaid amounts are subject to a finance charge of 1.5% per month on any outstanding balance, or the maximum permitted by law, whichever is lower, plus all expenses of collection.

Customer is responsible for all applicable taxes arising directly from the Services other than U.S. taxes based on Placer's net income.

If Customer believes that Placer has billed Customer incorrectly, Customer must contact Placer no later than sixty (60) days after the closing date on the first billing statement in which the error or problem appeared in order to receive an adjustment or credit. Inquiries should be directed to Placer's customer support department at support@placer.ai.

In the event of any termination, Customer will pay in full for the Services.

Placer may increase the fees any time following the Initial Term (but not more frequently than once in any twelve (12) month period). The amount of such annual increase will equal the greater of CPI or five percent (5%) per annum.

All billing will be sent via electronic invoice to the Customer contact indicated above. Customer shall pay all fees within thirty (30) days of the invoice date.

5. Support.

Placer will use commercially reasonable efforts to provide customer service and technical support in connection with the Services on weekdays during the hours of 9:00 A.M. through 5:00 P.M. Pacific Time, with the exclusion of federal holidays. For any such support, please contact us at support@placer.ai.

6. Mutual NDA.

Each party (the "Receiving Party") understands that the other party (the "Disclosing Party") has disclosed or may disclose business, technical or financial information relating to the Disclosing Party's business (hereinafter referred to as "Proprietary Information" of the Disclosing Party). Proprietary Information of Placer includes, without limitation, non-public information regarding features, functionalities and performance of, and pricing for, the Services. The Receiving Party agrees: (i) to take reasonable precautions to protect such Proprietary Information, and (ii) not to use (except in performance of the Services or as otherwise permitted by the Agreement) or disclose to any third party any Proprietary Information. The foregoing shall not apply with respect to any information that the Receiving Party can document (a) is or becomes generally available to the public, (b) was in the possession of or known to the Receiving Party, prior to disclosure thereof by the Disclosing Party, without any restrictions or confidentiality obligations, (c) was rightfully disclosed to it, without any restrictions or confidentiality obligations, by a third party, (d) was independently developed without use of any Proprietary Information of the Disclosing Party, or (e) is required to be disclosed by law, provided that the Receiving Party provides the Disclosing Party with prompt written notice of such requirement and reasonably cooperates with the Disclosing Party to limit or challenge such requirement. These provisions regarding Proprietary Information shall apply in perpetuity and shall survive any termination of the Order Form or the Agreement.

7. Miscellaneous.

All notices under the Order Form and the Agreement will be in writing and will be deemed to have been duly given (a) upon delivery by a recognized delivery service (e.g., FedEx) with delivery confirmation, (b) upon receipt, if sent by U.S. certified or registered mail, return receipt requested, or (c) when sent via email, if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient. Notices shall be sent to the addresses set forth in the Order Form, which addresses may be subsequently modified by written notice given in accordance with these provisions.

Customer grants Placer the right to use Customer's company name and company logo, for Placer's promotional purposes.

This Order Form is entered into by and between Customer and Placer effective as of the date of the last signature below. This Order Form and use of the Services are governed by, and Customer and Placer agree to, the License Agreement located at <https://www.placer.ai/placer-license-agreement/> (the "Agreement"); provided, however, that in the event of any conflict between this Order Form and the Agreement, this Order Form shall control. Unless otherwise defined in this Order Form, capitalized terms herein have the same meaning as in the Agreement.

City of Whitesboro

Whitesboro, Texas

"Placer"

Placer Labs, Inc.

By:
Name:
Title:
Date:

By:
Name:
Title:
Date:

DIFFERENTIATORS

Placer is a Privacy First Company

Placer only collect location data. Placer comes from devices where app users opt-in to sharing location data. Placer remove sensitive locations from our panel. Placer's Trust Center for more information.



Don't Collect User Identifiers

Placer data we receive is stripped of identifiers, including MAIDs, email addresses and phone numbers. Placer's our proprietary *differential privacy* (DPS) — keeping all PII out of our data.



We are Fully Compliant

Placer is Compliant with General Data Protection Regulations Legislation (GDPR), and California Privacy Rights Act of 2020 (CCPA)



We Never Share User Level Data

Placer We only provide aggregate information about physical activity such that every bit of information preserves K-anonymity.

Trust Center

Our Commitment to Stay a Privacy-First Company

Healthy communities need good analytics about brick and mortar locations. For businesses and cities, location data tells an important story about our physical world and how we use our collective resources. It helps retailers and restaurants understand patterns in foot traffic, gives municipalities a way to measure economic development, and allows hospitality services to plan effectively for local events.

As individuals, location data also includes some of the most sensitive information about our lives. Without adequate protections, it can reveal personal information about who we are or restrict our freedoms if used for surveillance. This is why the use of location data by businesses and cities requires the utmost care and respect for individual privacy.

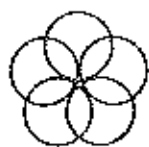
Equipped with extensive experience in data science, cybersecurity, and engineering, Placer.ai's founders decided to create the world's most accurate location analytics platform without compromising individual privacy. From the beginning, it's been critical to our success that privacy is not only a core requirement for our technical solutions, but as the cornerstone of our business.

How do we do it (step-by-step)?

- 1 Device data is stripped of personal identifiers, such as device identifiers ("MAIDs") by our partners before it's shared with us.

- 2 After we receive the data, it's aggregated around specific points of interest (i.e. a commercial business, a neighborhood, a park, etc.), using K-anonymity of 50 (from at least 50 devices) to preserve individual privacy.
- 3 Using our proprietary technology, the data is further extrapolated to provide broader predictions based on a representative sample set, much like a pollster might use a small sample size to generate insights about a much larger population.
- 4 Heatmaps and dots on our dashboard maps, whether representing a residential area or a part of a road, always represent an approximate and randomized location where according to the U.S. Census there are at least 50 residents. What you see with our maps never represents the actual location of any one particular device. Further, we don't show any data for locations with fewer than 50 unique devices.

Our products and our company are built with privacy by design and the following guiding principles



We Only Provide Aggregated Market Research About Places

We only provide our customers with aggregated statistical information about physical locations, such that any bit of information presented preserves K-anonymity of 50. This means that every dot on the map, whether representing a residential area or the end of a road segment, is always only an approximate location and never indicates the actual location of any one particular device.



We Don't Collect User Identifiers

The data we receive is stripped of identifiers, such as mobile advertising identifiers ("MAIDs"), names, other persistent device IDs, and contact information. We intentionally built our business with underlying technology that doesn't rely on personally identifiable information.

We Don't Share or Sell User Data

We have never sold user-level data and we never will.



We Focus On Real-Estate Problems

We help our customers make better real-estate decisions. As such, we do not knowingly sell or provide any data relating to sensitive places, such as military facilities, schools or facilities for minors, places of worship, rehabilitation centers, or women's health facilities. We are committed to removing any locations we would find to be sensitive in the future.



We Respect User Consent and Privacy Best Practices

We vet our data partners, complying with all laws, regulations, and industry standards. Placer requires its partners to get opt in or opt out consent in accordance with applicable law.



We Invest in Data Security

We use end-to-end encryption to protect data in transit and at rest, using a centralized key management system and rotating keys. We also employ the Information Security Management System (ISMS) from ISO 27001, which includes a risk management program based on the ISO 31000, "Risk Management Framework." You can read more about our technical security investments [here](#).

[Privacy FAQ](#) → [Information Risk & Compliance](#) →

[Get Started with Placer Labs](#)

[Education Analytics](#)

[Industry Solutions](#)

[Get to Know Us](#)

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Inc.

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[Terms of Service](#)

[Do not sell/share my
personal data](#)



Agenda Background

Agenda Item: DISCUSS, CONSIDER AND POSSIBLE ACTION ON ORDINANCE 1218
ORDERING THE MAY 4, 2024 ELECTION.

Date: February 6, 2024

The May 4, 2024 election is for the purpose of electing three (3) Alderman for a two-year term each, and a special election to elect one (1) Alderman for a one-year unexpired term.

ORDINANCE -121B

AN ORDINANCE BY THE CITY COUNCIL OF THE CITY OF WHITESBORO, TEXAS, ORDERING A GENERAL ELECTION FOR THE PURPOSE OF ELECTING THREE (3) ALDERMAN FOR A TWO-YEAR TERM EACH, AND A SPECIAL ELECTION TO BE HELD ON THE 4TH DAY OF MAY 2024, FOR THE PURPOSE OF ELECTING ONE (1) ALDERMAN FOR THE REMAINDER OF AN UNEXPIRED TERM OF ONE-YEAR, BOTH ELECTIONS TO BE HELD ON THE 4TH DAY OF MAY 2024,; PROVIDING FOR ELECTION OFFICERS; DESIGNATING THE PLACE AND MANNER OF HOLDING SAID ELECTION; PROVIDING FOR NOTICE OF SAID ELECTION AND THE CONDUCT THEREOF; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Section 41.001 of the Texas Election Code, as amended ("Code") establishes the first Saturday in May as a "uniform election date" for the purposes of conducting general and special elections; and

WHEREAS, the City Council of the City of Whitesboro, Texas ("City Council") is the governing body authorized to order elections pursuant to Chapter 41 of the Code, and Chapter 22 of Texas Local Government Code; and

WHEREAS, the City Council has determined that the City shall conduct a general election to elect three (3) full term Alderman and a special election to elect one (1) Alderman to fill a vacancy for the one-year remainder of the unexpired term of office.

NOW THEREFORE, BE IT ORDAINED by the City Council of the City of Whitesboro, Texas, as follows:

Section 1: In accordance with the general laws and Constitution of the State of Texas, a general election is hereby called and ordered for the first Saturday in May 2024, the same being the 6th day of said month ("Election Day"), to be held between the hours of seven o'clock a.m. (7:00 a.m.) and seven o'clock (7:00 p.m.).

Section 2: The purpose of the general election ordered by this Ordinance is so that all qualified voters residing within the corporate limits of the City of Whitesboro, Texas, may vote for the purpose of electing three (3) full term Alderman and one (1) unexpired term Alderman.

Section 3: The order in which the names of the candidates are to be printed on the ballot shall be determined by a drawing by the City Secretary as provided by Section 52.094 of the Texas Election Code.

Section 4: The purpose of the special election ordered by this Ordinance is so that all qualified voters residing within the corporate limits of the City of Whitesboro, Texas, may vote for the purpose of electing one (1) Alderman to serve a term of office of one (1) year filling the remainder of the unexpired term of office.

Section 5: All resident qualified electors of the City shall be permitted to vote at the election and on the day of the election, such electors shall vote at the Grayson County, Texas designated polling place(s). Three (3) full term Alderman and one (1) unexpired term Alderman shall be elected for the City by

a plurality vote of the registered voters of the City. Three (3) full term Alderman and one (1) unexpired term Alderman shall be qualified for office as specified by the Code, by Chapter 22 of Texas Local Government Code, and by other applicable law.

Section 6: The City Council hereby designates the following election day polling location for the voters for the City of Whitesboro located at 111 W. Main Street, Whitesboro, Texas 76273. The polls shall be open on said Election Day at said polling place from seven o'clock a.m. (7:00 a.m.) and seven o'clock (7:00 p.m.).

Section 7: Section 61.012 of the Code requires that the city must provide at least one accessible voting system in each polling place used in a Texas election on or after January 1, 2006. The City shall use, in Early Voting and Election Day Voting, a voter assist terminal as approved by the Secretary of State and shall contract with Grayson County Election Administration for the use of said voter assist equipment that Grayson County Election Administration uses for its elections, as same may be necessary.

Section 8: The preparation of the voting equipment to be used in connection with the general election ordered herein shall conform to the Code so as to permit the electors to vote for three (3) full term Alderman and one (1) unexpired term Alderman. Said ballots shall have printed thereon such provisions, markings, and language as may be required by law. The City shall contract with Grayson County Election Administration for the use of said voting equipment and ballots for the election ordered by the Resolution, as same may be necessary.

Section 9: The City shall contract with Grayson County Election Administration to perform all duties normally performed by the City Secretary in general and special elections with respect to early voting, election day voting, and preparing the official ballots.

Section 10: The City Secretary is hereby authorized and instructed to provide and furnish all necessary election notices, preparation of ballot wording and candidate order to the Grayson County Election Administration officer.

Section 11: The City shall contract with Grayson County Election Administration to coordinate, supervise and handle all aspects of administering the election ordered by this Ordinance. Early voting shall be conducted in accordance with the Code and with the contract between the City and Grayson County Election Administration.

Section 12: The Grayson County Elections Administrator is hereby appointed as the Early Voting Clerk. Early Voting shall begin on April 22, 2024, through and including April 30, 2024. The Early Voting locations shall be as designed in the Grayson County Election Administration contract with the City, and shall remain open for at least eight (8) hours on each day for Early Voting which is not a Saturday, a Sunday, or an official state or federal holiday, between the hours of eight o'clock a.m. (8:00 a.m.) and five o'clock p.m. (5:00 p.m.).

Section 13: In accordance with Section 85.005(d) of the Code, two days of the Early Voting period will be open for twelve (12) hours on days which are

not a Saturday, a Sunday, or an official state or federal holiday, on dates specified by Grayson County Election Administration.

Section 14: All voting, including early voting by personal appearance and by mailed ballots, shall be accomplished using paper ballots approved by Grayson County Election Administration officer. The City hereby appoints the County Election Officer as the custodian of voted ballots.

Section 15: Pursuant to the contract with Grayson County Election Administration, the County Election Officer will be responsible for appointing the election judge, any alternate election judge, any clerk(s) or other election worker(s), and for paying the costs of election judges and clerks.

Section 16: The election ordered by this Ordinance shall be held in accordance with the code and the contract between the City and Grayson County Election Administration. The City shall give notice of said election in accordance with the provisions of the Code, and all necessary orders and writs for said election shall be issued by the proper authority. The Mayor is hereby authorized to execute the contract between the City and Grayson County Election Administration, and to execute such other documents related to the election ordered by this Ordinance, as may be necessary to the proper conduct thereof.

Section 17: A substantial copy of this Ordinance shall serve as proper notice of the election. Such notice, including a Spanish translation thereof if required, shall be posted not later than the 21st day before the election on the bulletin board used for posting notices of meetings of the City Council and shall also be published at least once not earlier than the 30th day nor later than the 10th day before the election in a newspaper of general circulation in the City.

Section 17: Should any part, section, subsection, paragraph, sentence, clause or phrase contained in this Ordinance be held to be unconstitutional or of no force and effect, such holding shall not affect the validity of the remaining portions of this Ordinance, but in all respects said remaining portions shall be and remain in full force and effect.

Section 18: This Ordinance shall take effective immediately from and after the date of its passage.

Passed, Approved and Adopted by the City Council of the City of Whitesboro on this 6th day of February 2024.

Attest:

David Blaylock, Mayor

Teresa Nino, City Secretary



Agenda Background

Agenda Item: DISCUSS, CONSIDER AND POSSIBLE ACTION ON A CONTRACT WITH GRAYSON COUNTY ELECTION ADMINISTRATION FOR ELECTION MANAGEMENT OF CITY OF WHITESBORO AND WHITESBORO INDEPENDENT SCHOOL DISTRICT JOINT ELECTION ON MAY 4, 2024.

Date: February 6, 2024

This contract is with Grayson County Election Administration for the May 4, 2024 (Joint election with Whitesboro Independent School District).

**City of Whitesboro and Whitesboro Independent School District
and
Grayson County Election Administration**

CONTRACT FOR ELECTION SERVICES - May 4, 2024 Election

BY THE TERMS OF THIS CONTRACT made and entered into by and between the **CITY OF WHITESBORO** (the "City") and **WHITESBORO INDEPENDENT SCHOOL DISTRICT** (the "School") and the **ELECTIONS ADMINISTRATOR OF GRAYSON COUNTY** (the "EA"), pursuant to the authority in Subchapter D, Section 31.091, of Chapter 31, of the Texas Election Code, agree to the following terms in regard to administration of the City of Whitesboro and Whitesboro ISD Election to be held on May 4, 2024. The City and School named above will enter into a Joint Election Agreement under the authority of Section 271 of the Texas Election Code.

THIS AGREEMENT is entered into in consideration of the mutual covenants and promises hereinafter set out. IT IS AGREED AS FOLLOWS:

I. PRINCIPAL DUTIES AND SERVICES OF THE EA. The EA shall be responsible for performing the following duties and shall furnish the following services and equipment:

The EA shall arrange for appointment, notification, training and compensation of all presiding judges, clerks, supervisor of Central Count and judge of the Early Voting Ballot Board.

1. The EA shall be responsible for notification of each Election Day and Early Voting presiding judge and alternate judge of his or her appointment. Mail ballots will be processed as per applicable election code by a Ballot Board appointed by the EA.
2. Training will be provided for any workers that have no previous elections experience. The training will be held in standard procedures as set forth by the Secretary of State and will include training on the Election Systems and Software (ES&S) voting system and Votesafe electronic pollbooks.
3. Election judges shall be responsible for returning election supplies to the Grayson County Election Administrator's office located at 115 W. Houston St., Sherman, Texas. Compensation for the delivery of supplies will be \$25.00.
4. Each election judge shall receive \$12.00 per hour for services rendered. Each alternate judge shall receive \$11.00 and clerks shall receive \$10.00 per hour for services rendered. Members of the ballot board shall receive \$12.00 per hour for services rendered.

The EA shall procure, prepare, and distribute all election equipment and supplies.

1. The EA shall provide all lists of registered voters required for use on Election Day and for the early voting period required by law. The list of registered voters will be programmed on electronic pollbooks.
2. The EA shall prepare and arrange for the distribution of all election equipment and supplies required to hold an election.
3. The EA shall arrange for the use of all early voting and Election Day polling places.

The EA shall be appointed as the Early Voting Clerk by the entities.

1. The EA shall supervise and conduct early voting by mail and in person and shall secure personnel to serve as Early Voting Deputies.
2. Early Voting by personal appearance for the election shall be conducted during the time period and at the locations listed in Exhibit A attached and incorporated by reference into this contract.
3. All applications for an Early Voting mail ballot shall be received and processed by the Grayson County Elections Administrator's office located at 115 W. Houston St., Sherman, Texas 75090 or by email at votegrayson@co.grayson.tx.us or by fax to 903-891-4370. Applications for mail ballots received by the City or School shall immediately

be faxed to the EA for timely processing. The original application shall then be forwarded to the EA for proper retention.

The EA shall be responsible for establishing and operating Central Count to tabulate election results.

1. The EA shall prepare, test and run the County's Tabulation System in accordance with the statutory requirements.
2. The Public Logic and Accuracy Test of the electronic voting system shall be conducted by the EA and notice of the date shall be posted in a local newspaper.
3. Election night reports will be available to each entity after tabulation is completed. Early voting results will be released to each entity after 7 pm on Election Day if requested. Provisional ballots will be tabulated after election night in accordance with the law.
4. The EA shall prepare the unofficial canvass report after all results have been counted and will provide a copy of the unofficial canvass to each entity as soon as possible after all returns have been tallied.
5. The EA shall conduct a manual count as prescribed by Section 127.201 of the Texas Election Code and submit a report to the Secretary of State in a timely manner, unless waived by the Secretary of State.
6. The EA shall be the custodian of the voted ballots and shall retain all election materials for a period of 22 months pursuant to applicable election codes.

II. PRINCIPAL DUTIES AND SERVICES OF THE CITY SCHOOL. The City and the School shall assume the following responsibilities:

- A. Prepare the election orders, resolutions, notices, official canvass and other pertinent documents for adoption by the appropriate office or body. They shall arrange for publication of their respective notices as required by law.
- B. If requested, shall provide the EA with an updated map and street index of its jurisdictions in an electronic or printed format.
- C. Provide the EA with the ballot layout and Spanish interpretation in an electronic format that can be transmitted via e-mail. Word format works best for programming purposes.
 1. Deliver to the EA as soon as possible, but no later than March 1, 2024, the official ballot wording for the May 4, 2024 Election.
 2. Approve the ballot format prior to the final printing and programming.
- D. Compensate the EA for any additional verified cost incurred in the process of running this election or for a manual count of this election, if required.
- E. Reimburse Grayson County for the entities' portion of the printing costs and programming of any and all related materials for ballots, early voting, election day voting, election kits, and for the ES&S voting machines. Agree to pay an administrative fee not to exceed ten percent (10%) of the City and School's portion of the total cost of the election.
- F. The EA will submit invoices to the City and School not later than 45 days after the election and the entities will submit payment within 45 days of receipt of the invoice. A cost estimate is set forth in Exhibit B attached and incorporated into this contract.
- G. In the event of a contested election, agree to provide competent legal counsel and representation for the EA and staff, covering any and all legal fees and costs as a result of this elections process.
- H. In the event of a recount, agrees to reimburse any expenses incurred by the EA's office not covered by the charges assessed to the person requesting the recount. This would include, but not be limited to the compensation costs of any Grayson County Election personnel required to work beyond regular office hours in order to conduct said recount of this election. The recount shall take place at the EA's office and the EA's office shall assist the Recount Supervisor and/or Recount Coordinator in the completion of the recount.
- I. If required by law, prepare and submit to the U.S. Department of Justice under the Federal Voting Rights Act of 1965, any required submissions on voting changes. (Submission to the Dept. of Justice is not required by law as of the signing of this contract.)

III. GENERAL PROVISIONS.

- A. The City and School agree to save and hold harmless the EA from any and all claims arising out of the failure or omission of the City or School to perform its obligations under this contract.
- B. The EA agrees to save and hold harmless the City and School from any and all claims arising out of the failure or omission of the County and the EA to perform their obligations under this contract.
- C. Nothing contained in this contract shall authorize or permit a change in the officer with whom or the place at which any document or record relating to the May 4, 2024 Election is to be filed or the place at which any function is to be carried out, or any nontransferable functions specified under Section 31.096 of the Texas Election Code.
- D. Upon request, the EA shall provide copies of all invoices, cost reports and other charges incurred in the process of administering said election for the City and School.
- E. The EA shall file copies of this contract with the County Auditor and the County Treasurer of Grayson County, Texas.
- F. If either entity cancels their election pursuant to Section 2.05 of the Texas Election Code, they will not be liable for any further costs incurred by the EA in conducting the May 4, 2024 Election.

EXECUTED THIS _____ DAY OF _____, 2024

City of Whitesboro

Whitesboro ISD

Grayson County Elections Administrator

Exhibit "A"

(Countywide polling places are utilized so voters in most jurisdictions will be able to vote at all polling sites within the county.)

EARLY VOTING

POLLING PLACE	ADDRESS	CITY
Whitesboro City Hall	111 W Main	Whitesboro
DATE	DAY	TIME
April 22-26	Monday - Friday	8:00 am - 5:00 pm
April 29-30	Monday - Tuesday	7:00 am - 7:00 pm

ELECTION DAY

POLLING PLACE	ADDRESS	CITY
Whitesboro City Hall	111 W Main	Whitesboro
DATE	DAY	TIME
May 4	Saturday	7:00 am - 7:00 pm

Ballot by mail applications may be submitted by mail to:

Grayson County Early Voting Clerk
115 W. Houston
Sherman, TX 75090

Or by e-mail: votegrayson@co.grayson.tx.us (If submitted by e-mail; original must be received by the office within 4 business days.)

Or by fax: 903-891-4370 (If submitted by fax; original must be received by the office within 4 business days.)

Last day to apply for Ballot by mail (Received, not Postmarked): Tuesday, April 23, 2024

Exhibit "B"
Cost Estimate - May 2024

DESCRIPTION	AMOUNT
*Early Voting Workers (1 Judge; 1 Alt. Judge; 1 Clerk)	2,500.00
*Election Day Workers (1 Judge; 1 Alt. Judge; 1 Clerk)	500.00
*Voting Machine Rental (2 Ballot Marking Devices-same devices used early voting & Election Day)	500.00
*Scanner Rental (1 for early voting & 1 for Election Day)	600.00
*Polling Location Supplies-Early Voting & Election Day	100.00
*Equipment and Supply Delivery; Site Support	100.00
Mail Ballots, Ballot Processing and Ballot Board	200.00
Logic and Accuracy Testing, Electronic Media Rental and Election Results Tabulation	500.00
Programming for Electronic Voting Machines (ES&S)	1,500.00
SUBTOTAL	6,500.00
10% Administrative Fee	650.00
*If two entities hold a joint election these fees will be shared.	
ESTIMATE TOTAL	7,150.00



Agenda Item: Discuss, consider and possible action on the annual Racial Profiling Report for the Whitesboro Police Department.

Date: February 6, 2024

In February the Annual Racial Profiling report is required to be submitted to the Texas Department of Public Safety. This report is a checks and balances for the City of Whitesboro Police Department monthly reporting. It should always be presented to Council for informational purposes and to inform the Council and the City Administrator how the department is functioning.

Racial Profiling Analysis Report

WHITESBORO POLICE DEPARTMENT

01. Total Traffic Stops:	2135	
02. Location of Stop:		
a. City Street	460	21.55%
b. US Highway	1642	76.91%
c. County Road	1	0.05%
d. State Highway	22	1.03%
e. Private Property or Other	10	0.47%
03. Was Race known prior to Stop:		
a. NO	2134	99.95%
b. YES	1	0.05%
04. Race or Ethnicity:		
a. Alaska/ Native American/ Indian	6	0.28%
b. Asian/ Pacific Islander	29	1.36%
c. Black	139	6.51%
d. White	1683	78.83%
e. Hispanic/ Latino	278	13.02%
05. Gender:		
a. Female	807	37.80%
i. Alaska/ Native American/ Indian	4	0.19%
ii. Asian/ Pacific Islander	8	0.37%
iii. Black	48	2.25%
iv. White	660	30.91%
v. Hispanic/ Latino	87	4.07%
b. Male	1328	62.20%
i. Alaska/ Native American/ Indian	2	0.09%
ii. Asian/ Pacific Islander	21	0.98%
iii. Black	90	4.22%
iv. White	1024	47.96%
v. Hispanic/ Latino	191	8.95%
06. Reason for Stop:		
a. Violation of Law	625	29.27%
i. Alaska/ Native American/ Indian	1	0.16%
ii. Asian/ Pacific Islander	7	1.12%

Racial Profiling Analysis Report

iii. Black	31	4.96%
iv. White	482	77.12%
v. Hispanic/ Latino	104	16.64%
b. Pre-Existing Knowledge	6	0.28%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	0	0.00%
iv. White	5	83.33%
v. Hispanic/ Latino	1	16.67%

c. Moving Traffic Violation	1236	57.89%
i. Alaska/ Native American/ Indian	4	0.32%
ii. Asian/ Pacific Islander	21	1.70%
iii. Black	93	7.52%
iv. White	968	78.32%
v. Hispanic/ Latino	150	12.14%

d. Vehicle Traffic Violation	268	12.55%
i. Alaska/ Native American/ Indian	1	0.37%
ii. Asian/ Pacific Islander	1	0.37%
iii. Black	15	5.60%
iv. White	228	85.07%
v. Hispanic/ Latino	23	8.58%

07. Was a Search Conducted:

a. NO	2012	94.24%
i. Alaska/ Native American/ Indian	6	0.30%
ii. Asian/ Pacific Islander	29	1.44%
iii. Black	122	6.06%
iv. White	1602	79.62%
v. Hispanic/ Latino	253	12.57%
b. YES	123	5.76%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	17	13.82%
iv. White	81	65.85%
v. Hispanic/ Latino	25	20.33%

08. Reason for Search:

a. Consent	1	0.05%
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Racial Profiling Analysis Report

i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	0	0.00%
iv. White	1	100.00%
v. Hispanic/ Latino	0	0.00%
b. Contraband in Plain View	2	0.09%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	0	0.00%
iv. White	2	100.00%
v. Hispanic/ Latino	0	0.00%
c. Probable Cause	69	3.23%
ii. Alaska/ Native American/ Indian	0	0.00%
i. Asian/ Pacific Islander	0	0.00%
iii. Black	14	20.29%
iv. White	44	63.77%
v. Hispanic/ Latino	11	15.94%
d. Inventory	0	0.00%
i. Alaska/ Native American/ Indian	0	
ii. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	
v. Hispanic/ Latino	0	
e. Incident to Arrest	51	2.39%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	3	5.88%
iv. White	34	66.67%
v. Hispanic/ Latino	14	27.45%

09. Was Contraband Discovered:

YES	76	3.56%
i. Alaska/ Native American/ Indian	0	0.00%
Finding resulted in arrest - YES	0	
Finding resulted in arrest - NO	0	
ii. Asian/ Pacific Islander	0	0.00%
Finding resulted in arrest - YES	0	
Finding resulted in arrest - NO	0	
iii. Black	12	15.79%

Racial Profiling Analysis Report

Finding resulted in arrest - YES	5	
Finding resulted in arrest - NO	7	
iv. White	49	64.47%
Finding resulted in arrest - YES	20	
Finding resulted in arrest - NO	29	
v. Hispanic/ Latino	15	19.74%
Finding resulted in arrest - YES	7	
Finding resulted in arrest - NO	8	
b. NO	47	2.20%
i. Alaska/ Native American/ Indian	0	0.00%
i. Asian/ Pacific Islander	0	0.00%
iii. Black	5	10.64%
iv. White	32	68.09%
v. Hispanic/ Latino	10	21.28%

10. Description of Contraband:

a. Drugs	49	2.30%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	11	22.45%
iv. White	34	69.39%
v. Hispanic/ Latino	4	8.16%
b. Currency	0	0.00%
i. Alaska/ Native American/ Indian	0	
ii. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	
v. Hispanic/ Latino	0	
c. Weapons	0	0.00%
i. Alaska/ Native American/ Indian	0	
ii. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	
v. Hispanic/ Latino	0	
d. Alcohol	16	0.75%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	1	6.25%
iv. White	7	43.75%

Racial Profiling Analysis Report

v. Hispanic/ Latino	8	50.00%
e. Stolen Property	0	0.00%
i. Alaska/ Native American/ Indian	0	
ii. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	
v. Hispanic/ Latino	0	
f. Other	12	0.56%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	0	0.00%
iv. White	9	75.00%
v. Hispanic/ Latino	3	25.00%
11. Result of Stop:		
a. Verbal Warning	743	34.80%
i. Alaska/ Native American/ Indian	3	0.40%
ii. Asian/ Pacific Islander	8	1.08%
iii. Black	48	6.46%
iv. White	627	84.39%
v. Hispanic/ Latino	57	7.67%
b. Written Warning	213	9.98%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	4	1.88%
iii. Black	10	4.69%
iv. White	180	84.51%
v. Hispanic/ Latino	19	8.92%
c. Citation	1120	52.46%
i. Alaska/ Native American/ Indian	3	0.27%
ii. Asian/ Pacific Islander	17	1.52%
iii. Black	74	6.61%
iv. White	838	74.82%
v. Hispanic/ Latino	188	16.79%
d. Written Warning and Arrest	1	0.05%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	0	0.00%
iv. White	1	100.00%
v. Hispanic/ Latino	0	0.00%

Racial Profiling Analysis Report

e. Citation and Arrest	53	2.48%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	5	9.43%
iv. White	34	64.15%
v. Hispanic/ Latino	14	26.42%
f. Arrest	5	0.23%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	2	40.00%
iv. White	3	60.00%
v. Hispanic/ Latino	0	0.00%
12. Arrest Based On:		
a. Violation of Penal Code	17	0.80%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	1	5.88%
iv. White	12	70.59%
v. Hispanic/ Latino	4	23.53%
b. Violation of Traffic Law	36	1.69%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	3	8.33%
iv. White	23	63.89%
v. Hispanic/ Latino	10	27.78%
c. Violation of City Ordinance	0	0.00%
i. Alaska/ Native American/ Indian	0	
ii. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	
v. Hispanic/ Latino	0	
d. Outstanding Warrant	6	0.28%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	3	50.00%
iv. White	3	50.00%
v. Hispanic/ Latino	0	0.00%

Racial Profiling Analysis Report

13. Was Physical Force Used:

a. NO	2133	99.91%
i. Alaska/ Native American/ Indian	5	0.23%
ii. Asian/ Pacific Islander	29	1.36%
iii. Black	139	6.52%
iv. White	1682	78.86%
v. Hispanic/ Latino	278	13.03%
b. YES	2	0.09%
i. Alaska/ Native American/ Indian	1	50.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	0	0.00%
iv. White	1	50.00%
v. Hispanic/ Latino	0	0.00%
b 1. YES: Physical Force Resulting in Bodily Injury to Suspect	1	50.00%
b 2. YES: Physical Force Resulting in Bodily Injury to Officer	1	50.00%
b 3. YES: Physical Force Resulting in Bodily Injury to Both	0	0.00%

14. Total Number of Racial Profiling Complaints Received: 0

REPORT DATE COMPILED 01/17/2024



Agenda Background

Agenda Item: DISCUSS, CONSIDER AND POSSIBLE ACTION ON RESOLUTION 8697
EXPRESSING SUPPORT FOR THE EMERALD PARK APARTMENTS
PROJECT.

Date: February 6, 2024

PK Emerald Park, LP has proposed a development for affordable rental housing at 2000 US Highway 82 West, Whitesboro, TX 76273 (currently known as Brook Hollow Apartments) and 500 4th Street Whitesboro, TX 76273 (currently known as Whitesboro Park Apartments) to be redeveloped collectively as Emerald Park Apartments in the City of Whitesboro. They are looking for support from the city to submit with their application to the Texas Department of Housing and Community Affairs (TDHCA).

RESOLUTION NO.8697

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WHITESBORO, TEXAS EXPRESSING SUPPORT FOR THE EMERALD PARK APARTMENTS PROJECT; AUTHORIZING THE MAYOR TO CERTIFY THIS RESOLUTION TO THE TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, PK Emerald Park, LP has proposed a development for affordable rental housing at 2000 US Highway 82 West, Whitesboro, TX 76273 (currently known as Brook Hollow Apartments) and 500 4th Street Whitesboro, TX 76273 (currently known as Whitesboro Park Apartments) to be redeveloped collectively as Emerald Park Apartments in the City of Whitesboro; and

WHEREAS, the Developer has advised that it intends to submit an application to the Texas Department of Housing and Community Affairs (TDHCA) for 2024 Competitive 9% Housing Tax Credits for the renovation and operation of the Emerald Park Apartments; and

WHEREAS, it is deemed necessary and advisable that this resolution be approved and to grant approval of all actions necessary to carry out the transaction.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WHITESBORO:

SECTION 1. That the City Council of the City of Whitesboro, Texas, hereby confirms that it supports PK Emerald Park, LP's proposed renovation of the Emerald Park Apartments Project at 2000 US 82 West and at 500 4th Street, in Whitesboro, Texas, its TDHCA #24181 application.

SECTION 2. That this formal action has been taken to put on record the opinion expressed by the City of Whitesboro on the 6th day of February, 2024.

SECTION 3. That the City of Whitesboro, acting through its governing body, hereby confirms that the Emerald Park Apartments project, and the proposed substantial renovation of the apartment facilities at 2000 US 82 West ("Brookhollow Apartments") and 500 4th Street ("Whitesboro Park Apartments") most significantly contributes to the concerted revitalization efforts of the City of Whitesboro.

SECTION 4. That the City of Whitesboro, acting through its governing body, hereby approves a commitment to Emerald Park Apartments of permanent funding assistance in an amount of \$250 which, in the City's discretion, may be in the form of a grant, reduced fees, or gap funding; provided, however, that notwithstanding anything herein to the contrary, the funding commitment by the City of Whitesboro set forth in this Resolution shall be contingent on: (i) the Applicant securing HTC's from TDHCA in the amount sufficient to rehabilitate Emerald Park Apartments and (ii) development approvals by the City of Whitesboro in connection with the rehabilitation of Emerald Park Apartments.

SECTION 5. That for and on behalf of the City Council, the Mayor and/or the Mayor Pro Tem are hereby authorized, empowered, and directed to certify these resolutions to the Texas Department of Housing and Community Affairs.

SECTION 6. That this resolution shall take effect immediately from and after its passage.

Passed and approved this 6th day of February, 2024.

Dave Blaylock, Mayor

Teresa Niño, City Secretary

Emeral Park Apartments – Narrative Description

Emeral Park Apartments is the proposed collective redevelopment of a Brook Hollow Apartments located at 2000 US Highway 82 West, Whitesboro, TX 76273 and Whitesboro Park Apartments located at 500 4th Street Whitesboro, TX 76273

Emeral Park Apartments is operated under the auspices of U.S.D.A. Rural Development and has rental assistance units where residents pay 30% of their income for rent minus a utility allowance. The heat, hot and cold water, sewage and trash removal is included in the basic rental rate.

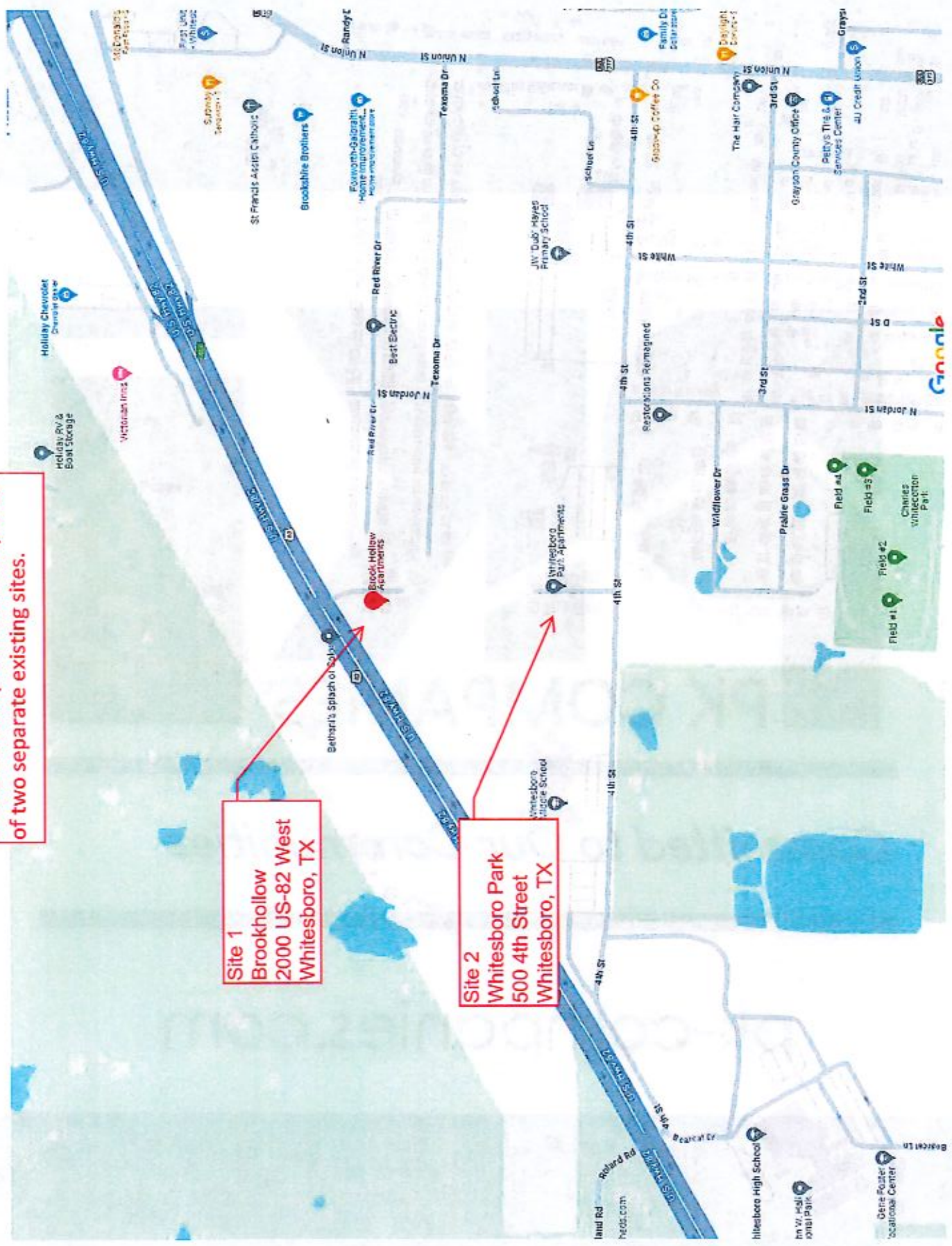
The scope of work is anticipated to be \$45,000/unit for construction hard costs. This will include re-shingling the roof, adding vinyl siding, replacing entry light fixtures, repairing sidewalks and the parking lot for the exterior. The existing maintenance and leasing office and community room will receive improvements, while other interior improvements will include hot water heaters, appliances, cabinets, plumbing and electrical fixtures, interior doors and hardware, carpet, vinyl, and paint. All ADA and 504 issues will be resolved. HVAC systems will also be replaced. Essentially, the Emeral Park Apartments will be refurbished to like new condition.

There will be three sources of funding to finance this development. The assumption of the existing RD 515 Loan, a subsequent RD 538 loan, and LIHTC Equity.

Emerald Park Apartments comprised of two separate existing sites.

Site 1
Brookhollow
2000 US-82 West
Whitesboro, TX

Site 2
Whitesboro Park
500 4th Street
Whitesboro, TX





Working in

California

Indiana

Michigan

Missouri

Ohio

Texas

Committed to Our Communities

pk-companies.com

O: 517-347-2001 | F: 517-347-2010 | info@pkhousing.com | pk-companies.com
1784 Hamilton Road, Okemos, MI 48864

PK DEVELOPMENT GROUP – EXPERIENCE & CAPACITY

PK Companies (PK) is a leader in affordable housing who gets results. As a leader in the Affordable Housing industry, PK has extensive experience working with local municipalities, state and federal agencies, and neighborhood associations to create projects that both leverage financial opportunities and provide housing to those most in need.

PK has been in the business of creating housing solutions for over 30 years and is one of the most active developers of affordable housing in Michigan. We work closely with state and federal housing agencies. Our executives serve as leaders in several affordable housing trade associations and devote a significant amount of time to affordable housing advocacy. This has led to substantial growth, and we now own and or manage over 5,200 apartment homes within 124 developments across seven states. Our long-term approach means we rarely sell properties; when we invest in a community, we do it with the intention of being neighbors for a long time.

Our experience and advocacy assist us in staying connected to a dynamic affordable housing market. PK does not, however, focus only on regulatory, equity, or lender changes. Through our participation in various groups, as well as our Housing & Management Division, we stay connected to the needs of individuals and families we house. For example, in 2021, PK began actively seeking partnerships with local community organizations to bring Tenant Services to all Residents living within our communities. We feel this co-development project offers a unique opportunity to expand that impact by incorporating Housing First Model priorities into this development.



PK Companies offers a full-service approach with a long-term ownership philosophy that includes construction and management. PK is a hands-on organization that has a strong focus on community engagement, agency partnership, curb appeal, and the ongoing maintenance of our communities.

PK COMPANIES

PK Companies is committed to creating partnerships that provide housing solutions to better fulfill the needs of our communities. We strive to add value to the areas we serve and enrich the lives of our residents. PK delivers answers to housing needs that address the wants of their residents and strengthen the wider community. Through a comprehensive strategy, PK purchases, develops, and manages properties that offer opportunities for creative housing solutions.

PK is a family-owned real estate firm based in Okemos, Michigan. It was originally formed as PK Housing & Management Inc. in 1981 by Ronald J. "Pete" Potterpin as a full-service property management company. Starting in 1990, PK began acquiring and rehabilitating affordable housing properties and has been building its portfolio ever since. In 1999, PK Construction Company was formed to act as a general contractor on PK development projects. In 2006, PK Development Group was formed to accommodate the growth of the development business.

Today, PK Housing & Management manages a varied portfolio of multifamily housing and mixed-use developments. Although PK is a Michigan-based company and has historically done most of its business here, the company is not constrained by geography. In 2009, PK first expanded their footprint into Texas through a strategic partnership and have since completed 12 tax credit developments across that state. Likewise, in 2014 PK expanded west, developing three affordable housing communities in California.



PK's portfolio now consists of completed projects and managed properties in Michigan, Indiana, Ohio, Missouri, Alabama, Texas, and California. PK also has extensive experience working in rural markets as well as urban core communities like Detroit, Grand Rapids, East Lansing, and Flint.

This breadth and depth of industry knowledge and expertise obtained over the last 30 years has combined with solid financial stability to make PK a specialist in the affordable housing sector. PK is an expert in developing and administering low-income tax credit developments. Furthermore, PK knows how to harness value in the historic preservation tax credit program, new market tax credit program, and opportunity zones. Over the years, PK has cultivated strong relationships with both national and state agencies, in particular USDA-Rural Development and HUD, as well as the various state and local economic development and housing agencies that they work with on a daily basis. It is this continuum of growth that has led to new strategic partnerships, allowing PK to successfully diversify its portfolio to include more urban, conventionally financed, market-rate, and mixed-income developments.

PK DEVELOPMENT GROUP

PK Companies is the parent company for three affiliated companies which provide development, construction, and property management services.

PK DEVELOPMENT GROUP

PK Development Group ("PK") was formed in 2006 to accommodate the growing capacity of the company in the development business. PK has found its most fruitful growth opportunities and successful development projects through three methods: creatively using a multitude of financing programs, expanding our geographic footprint into new states across the country, and forming very strategic partnerships with both for-profit and non-profit organizations with which we share a common vision and principles.

PK has consistently received Low Income Housing Tax Credit awards in Michigan and is a top-five Developer of USDA-financed multifamily housing. PK has also syndicated, received financing for, and successfully delivered projects using New Market Tax Credits (NMTC), Historic Rehabilitation Tax Credits, Tax Increment Financing (TIF), conventional financing, grants, and tax abatements. Several of our recent projects have used more than one of these programs to deliver a successful development.

PK has formed strategic partnerships to deliver first-in-class developments to our communities. One of our most active partnerships is with Third Coast Development. Third Coast has local expertise and demonstrated experience in commercial and residential development and leasing in the Grand Rapids market. PK and Third Coast have received four tax credit awards for developments with 360 apartment homes and 44,000 square feet of commercial space in 2020.

PK also formed a strategic partnership in Flint, with the Mott Foundation and the Uptown Reinvestment Corporation, to close the Flint Marketplace development, which was completed in 2020.

Our ability and flexibility to formulate unique financing structures, create strategic partnerships, and expand geographically have all led to the success of PK Development Group.

PK DEVELOPMENT GROUP LEADERS



Chris Potterpin, President

Chris Potterpin works with the VP of Development to implement the strategic goals of PK. Oversees the formation of a pipeline of real estate opportunities. Advocates to make more resources available for affordable housing and to streamline various financing programs. Coordinates PK Development's activities with the leaders of other PK entities.



Jacob Horner, Vice President

Jacob Horner solicits development opportunities. Evaluates all aspects of an opportunity, looking for creative opportunities to improve a deal's competitiveness, not only within governmental agency programs but also within the local market. Directs and oversees the Development Team staff ensuring their efforts to work toward operational goals.

Development Team Staff

Coordinates due diligence collection. Prepares confidential correspondence, reports, and other complex documents. Creates, maintains, distributes accordingly database and spreadsheet files. Assists in closing documents and prepares closing memorandums for interested parties. Communicates within direct team and companywide to keep all parties informed.

PK HOUSING & MANAGEMENT

PK Housing & Management maintains a varied portfolio of both affordable and conventional multifamily housing comprised of 124 developments with over 5,200 units in the states of Michigan, Indiana, Ohio, Missouri, Alabama, Texas, and California. PK Housing manages all of these properties, with the exception of only seven that are third-party management.

PK has extensive experience working with USDA Rural Development, HUD, TDHCA, and MSHDA, and maintains a strong working relationship with each of these agencies. Most of the developments we manage utilize the Low-Income Housing Tax Credit and PK personnel are constantly trained with the latest changes in the program.

PK Housing uses Yardi, a web-based software system that is among the best in the industry and is widely used by many management companies. This gives us up to the minute reporting and information at our sites and in our main office located in Okemos. We stay on the cutting edge of new developments in the industry.



Lindsey Klug, Vice President

Lindsey Klug works with owners, investors, corporate staff, and field staff to set achievable operational goals. She holds various affordable housing certifications including LIHTC Housing Credit Certified Professional (HCCP), S.T.A.R. RD Compliance, and C3P Tax Credit certification. She works with governmental agencies at multiple levels, including HUD, MSHDA, USDA-RD to ensure operational compliance with all applicable programs.



Marea Powell, Director of Property Management

Marea Powell holds various affordable housing certifications including LIHTC Housing Credit Certified Professional (HCCP), S.T.A.R. RD Compliance, Zeffert and Associates Managing RD Compliance, and NRH HUD Occupancy Training Certified. She performs administrative functions in hiring, training, supervising, payables, budgeting, financial oversight, marketing, occupancy, and governmental program compliance to achieve the operational goals of the company.

Area Directors

Perform all administrative functions in hiring, training, supervising, payables, budgeting, financial oversight, marketing, occupancy, and governmental program compliance for a portfolio of properties.

PK CONSTRUCTION COMPANY

PK Construction Company, LLC (PKC) was formed in 1999 as an adjunct to PK Housing and Management to act as a general contractor to PK's own development projects. This division enhances the development team's unique suitability for this project. The collaboration between PK Development Group and PK Construction Company offers the best opportunity for value engineering even when an outside General Contractor is utilized.

The typical scope of work in apartment construction and rehabilitation projects includes repair, replacement, or construction of:

Exteriors including roofing, windows, siding, and doors; interiors including flooring, cabinets, countertops, plumbing, electrical fixtures, doors and trim, painting, and drywall repair;

Building systems including HVAC, electrical, plumbing and mechanical;

And, grounds including sidewalk and parking lot repair or resurfacing, parking and property lighting, signage, general landscaping, and new property and tenant amenities.

Designated barrier-free apartment units and the accessible common areas are constructed or reconstructed as necessary to meet current ADA/barrier-free requirements. New offices, maintenance/storage, laundry buildings, bus shelters, pavilions, and picnic shelters have also been constructed on various project sites.



Pete Potterpin, President

Pete Potterpin is both the President of PK Companies and PK Construction. Oversees the project manager and coordinates construction activities with other PK entities. Attends construction draw reviews and monitors construction progress to ensure that the jobs are on schedule and on budget.



CJ Wesolek, Project Manager

CJ Wesolek oversees the day-to-day operations of assigned construction projects. Works directly with subcontractors to ensure quality and timeliness. Main point of contact with PK Housing and Management site staff. Works with architects and subcontractors to develop cost estimates and the construction budget.

HIGHLIGHTED RECENT PROJECTS

Grand Rapids, Michigan – Our Grand Rapids developments have been made possible by one of our most active partnerships with Third Coast Development. Third Coast has local expertise and demonstrated experience in commercial and residential development and leasing in the Grand Rapids market. In partnership with Third Coast Development, PK has completed two mixed-use, mixed-income communities and in September of 2021, we broke ground on a third mixed-use site, Belknap Apartments.

DIAMOND PLACE APARTMENTS – Grand Rapids, Michigan



Diamond Place is the redevelopment of a large, blighted brownfield site on a key corridor in Grand Rapids into 165 apartment homes and 22,000 square feet of commercial space including a GFS Market, Ginza Sushi & Ramen Bar, AT&T Wireless, and Tropical Smoothie Café.



Our development team worked closely with the community to meet two primary needs 1) affordable housing in a neighborhood where market rent has been increasing and causing gentrification and 2) a fresh-food grocery store in a USDA-qualified food desert. Diamond Place was financed with both low-income housing tax credits and new market tax credits, developed in partnership with Third Coast Development, and constructed by Pioneer Construction. Project Cost: \$32 Million

BELKNAP PLACE APARTMENTS - Grand Rapids, Michigan



Currently under construction utilizing a neighborhood-centric approach, Belknap Place Apartments will be a 3-story 50-unit apartment building nestled in the historic Belknap Lookout neighborhood of Grand Rapids. The project is a public-private partnership between the development team of PK Development Group and Third Coast Development, as well as the current owner of the property, Grand Valley State University (GVSU).

Belknap Place incorporates a neighborhood-centric design so that it does not impose on the current neighborhood dynamic. To address current housing gaps, the project incorporates a project-based subsidy for eight of the units, funded by GVSU. The project was approved for a 9% tax credit award in 2020. Project Cost: \$13 Million



LEO & ALPINE – Grand Rapids, Michigan



Leo & Alpine is a transit-oriented redevelopment project situated on a formerly underutilized Brownfield site. The project is a mixed-income community consisting of 36 apartment homes and approximately 2,250 square feet of commercial space split between two storefronts. This development, financed with low-income housing tax credits, has increased density, as well as provided affordable housing and new employment opportunities along an important corridor in the city of Grand Rapids.

Leo & Alpine was developed in partnership with Third Coast Development and was completed in the Spring of 2019. Project Cost: \$9 Million



MARKETPLACE - Flint, Michigan



The Flint Marketplace project is a redevelopment of a vacant, blighted structure into urban mixed-use, mixed-income housing. Located in downtown Flint, the project is helping to bolster both market-rate and affordable housing opportunities near employment centers of the city.

The project includes 75 apartment homes, 18 townhomes, and 4,600 square feet of commercial space. The project is financed with low-income housing tax credits, a permanent loan from the MEDC Michigan Strategic Fund (MSF) and a philanthropic investment from our project partners, Uptown Reinvestment Corporation. PK has formed strategic partnerships in Flint with the Mott Foundation and the Uptown Reinvestment Corporation to make this development a reality. This project was completed by Flint's own DW Lurvey Construction. Project Cost: \$19.6 Million



BAILEY CENTER – East Lansing, Michigan



PK partnered with a nonprofit, Capital Area Housing Partnership, to redevelop the vacant and underutilized 1920-built Liberty Hyde Bailey School in East Lansing. The development includes 30 senior apartment homes, 25 of which are affordable, as well as a 7,700-square-foot daycare center, a community performance art space, and several commercial office spaces on the first floor.

The Bailey Center is financed in part by low-income housing tax credits and was made possible through strategic partnerships. Renovations of this building were completed in May of 2018 by PK Construction. Project Cost: \$8.9 Million



RAINER COURT - Detroit, Michigan



Rainer Court is a historically preserved and rehabilitated 36-unit apartment building located in Detroit's Midtown neighborhood and completed in 2015. The property was originally built in 1923, with 56 units. The property has been operating as an apartment complex since its original construction. The property includes approximately 1,800 square feet of garden-level retail space. The project was developed in coordination with Midtown Detroit Inc.

Rainer Court was the first of its kind for PK Construction, completed in 2015. The company's past had been in mostly moderate rehabs of rural properties, a historic rehab in Detroit's Midtown was different than the usual. Project Cost: \$6.5 Million



PK Companies Real Estate Owned and Managed

Operational Properties Owned and Managed

Property Name	City	State	Year Acquired	Development Type	Financing Program	Property Use	Residential Units	Commercial Sq Ft
Bramblewood Apts	New Haven	Michigan	2001	Mod Rehab	RD/LIHTC	Senior	32	n/a
Brandonwood Apts	Albion	Indiana	2018	Acquisition	USDA RD	Multi-Family	17	n/a
Cambridge Court	Greenville	Michigan	2000	Mod Rehab	RD/LIHTC	Multi-Family	32	n/a
Carriage Town Square	Flint	Michigan	2020	Acquisition	LIHTC	Multi-Family	30	n/a
Center Street Apts	Hartford	Michigan	2019	Mod Rehab	RD/LIHTC	Multi-Family	32	n/a
Chapel Lane Apts	Ashley	Indiana	2018	Acquisition	USDA RD	Multi-Family	44	n/a
Cherrywood	West	Texas	2010	Mod Rehab	RD/LIHTC	Senior	44	n/a
Clinton West Apts	Stockbridge	Michigan	2006	Mod Rehab	RD/LIHTC	Senior	16	n/a
Copper Hills Apts	Houghton	Michigan	2015	Mod Rehab	RD/LIHTC	Multi-Family	56	n/a
Cottonwood	Taft	Texas	2013	Mod Rehab	RD/LIHTC	Multi-Family	24	n/a
Country Meadows Apts	Markle	Indiana	2018	Acquisition	USDA RD	Multi-Family	16	n/a
Country Village Apts	Roscommon	Michigan	2018	Acquisition	LIHTC	Senior	40	n/a
Countrywood Apts	Reno	Texas	2012	Mod Rehab	RD/LIHTC	Multi-Family	24	n/a
Courtwood Apts	Eagle Lake	Texas	2010	Mod Rehab	RD/LIHTC/Sec 8	Senior	50	n/a
Deer Creek Townhomes	Sturgis	Michigan	2018	Acquisition	LIHTC	Multi-Family	40	n/a
Diamond Place Apts I (LDHA)	Grand Rapids	Michigan	2016	New Construction	LIHTC	Multi-Family	123	n/a
Diamond Place Apts II (NMYC)	Grand Rapids	Michigan	2016	New Construction	Conventional/NMYC	Mixed Use	42	21,353
Drake Terrace Apts	Kendallville	Indiana	2018	Acquisition	USDA RD	Multi-Family	50	n/a
Drake Terrace Apts II	Kendallville	Indiana	2018	Acquisition	RD/LIHTC	Elderly	18	n/a
Drake Terrace Apts III	Kendallville	Indiana	2018	Acquisition	RD/LIHTC	Multi-Family	46	n/a
East Garden Apts	Archbold	Ohio	2018	Acquisition	RD/LIHTC	Multi-Family	49	n/a
Edgemont Colony	Edgerton	Ohio	2018	Acquisition	USDA RD	Multi-Family	24	n/a
Elmwood Apts	Buffalo	Texas	2013	Mod Rehab	RD/LIHTC	Multi-Family	24	n/a
Fawn Haven Apts	Butler	Indiana	2018	Acquisition	USDA RD	Multi-Family	26	n/a
Franklin Pointe Apts	Reed City	Michigan	2019	Mod Rehab	RD/LIHTC	Multi-Family	64	n/a
Golden Acres	Knox	Indiana	2018	Acquisition	USDA RD	Elderly	30	n/a
Hillwood Apts	Wesmar	Texas	2019	Mod Rehab	RD/LIHTC	Multi-Family	24	n/a
Holiday Hills	Cromwell	Indiana	2018	Acquisition	USDA RD	Multi-Family	20	n/a
Indian Terrace Apts I	Auburn	Indiana	2018	Acquisition	USDA RD	Multi-Family	32	n/a
Indian Terrace Apts II	Auburn	Indiana	2018	Acquisition	RD/LIHTC	Elderly	48	n/a
Knoll Creek Apts	Waterloo	Indiana	2018	Acquisition	USDA RD	Multi-Family	24	n/a
Knollview Apts	Ovid	Michigan	2000	Mod Rehab	RD/LIHTC	Multi-Family	28	n/a
Lake Bel Der Bank	Topeka	Indiana	2018	Acquisition	USDA RD	Multi-Family	26	n/a
Lakeview	Manistiquie	Michigan	2008	Mod Rehab	RD/LIHTC	Multi-Family	40	n/a
Leo & Al Apts	Grand Rapids	Michigan	2018	New Construction	Conventional/LIHTC	Mixed Use	36	2,576

PK Companies Real Estate Owned and Managed

Operational Properties Owned and Managed - Continued

Property Name	City	State	Year Acquired	Development Type	Financing Program	Property Use	Residential Units	Commercial Sq Ft
Maple Heights Apts	Saline	Michigan	2015	Mod Rehab	RD/LIHTC	Multi-Family	48	n/a
Mapleview Apts	Maple Rapids	Michigan	2000	Mod Rehab	RD/LIHTC	Multi-Family	24	n/a
Martin House Manor	Ligonier	Indiana	2018	Acquisition	USDA RD	Multi-Family	28	n/a
Martin House Manor II	Ligonier	Indiana	2018	Acquisition	USDA RD	Multi-Family	24	n/a
Mayville Apts	Mayville	Michigan	2007	Mod Rehab	RD/LIHTC	Multi-Family	20	n/a
McNair Manor	Batesville	Indiana	2018	Acquisition	USDA RD	Multi-Family	46	n/a
Millford Meadows	Millford	Indiana	2018	Acquisition	USDA RD	Multi-Family	14	n/a
Mill Pond Family	Brooklyn	Michigan	2018	Acquisition	USDA RD	Multi-Family	36	n/a
Mill Pond Senior	Brooklyn	Michigan	2018	Acquisition	USDA RD	Elderly	12	n/a
North Court	Frisco	Texas	2016	New Construction	Conventional/LIHTC	Multi-Family	134	n/a
North Garden Place Apts	Antwerp	Ohio	2018	Acquisition	USDA RD	Multi-Family	24	n/a
Northwood Apts	Navasota	Texas	2012	Mod Rehab	RD/LIHTC	Multi-Family	48	n/a
Oakview Apts	Delta	Ohio	2018	Acquisition	USDA RD	Multi-Family	38	n/a
Oakwood Apts	Madisonville	Texas	2012	Mod Rehab	RD/LIHTC	Multi-Family	36	n/a
Orland Manor	Orland	Indiana	2018	Acquisition	USDA RD	Multi-Family	12	n/a
Oxford Heights Apts	Greenville	Ohio	2018	Acquisition	USDA RD	Elderly	24	n/a
Park Terrace Heights	Columbia City	Indiana	2018	Acquisition	USDA RD	Multi-Family	40	n/a
Park Terrace Heights II	Columbia City	Indiana	2018	Acquisition	USDA RD	Multi-Family	56	n/a
Perry Acres	New Haven	Michigan	2003	Mod Rehab	RD/UHTC/Sec 8	Multi-Family	24	n/a
PK Villas	20 Cities	3 States	2018	Acquisition	Conventional	Multi-Family	415	n/a
Rainier Court Apts	Detroit	Michigan	2014	Substantial Rehab	Conventional/Historic	Multi-Family	36	1,800
Redkey Apts	Redkey	Indiana	2018	Acquisition	USDA RD	Multi-Family	16	n/a
Rivercrest Apts	Croswell	Michigan	2007	Mod Rehab	RD/LIHTC	Multi-Family	24	n/a
Rock Creek Manor	St. Charles	Michigan	2006	Mod Rehab	RD/LIHTC	Multi-Family	56	n/a
Rolling Brook	Algonac	Michigan	2011	Mod Rehab	RD/LIHTC	Senior	74	n/a
Rosebush Estates	Rosebush	Michigan	2001	Mod Rehab	RD/LIHTC	Multi-Family	20	n/a
Sandhill Manor	Houghton Lake	Michigan	2002	Mod Rehab	RD/UHTC/Sec 8	Multi-Family	60	n/a
Selden Apts	Detroit	Michigan	2017	Mod Rehab	Conventional	Multi-Family	49	n/a
Skyline Village	Markle	Indiana	2018	Acquisition	USDA RD	Multi-Family	48	n/a
South Park	Shirley	Indiana	2018	Acquisition	USDA RD	Multi-Family	19	n/a
Southwood Apts	Shepherd	Texas	2012	Mod Rehab	RD/LIHTC	Multi-Family	48	n/a
St. Charles Apts	Fremont	Indiana	2018	Acquisition	RD/LIHTC	Multi-Family	20	n/a
Sulky Downs	Shlpshewana	Indiana	2018	Acquisition	USDA RD	Multi-Family	24	n/a
Surrey Lane Apts	Greenville	Ohio	2018	Acquisition	USDA RD	Multi-Family	36	n/a
Sunrise Apts	Lynn	Indiana	2018	Acquisition	USDA RD	Multi-Family	28	n/a

PK Companies Real Estate Owned and Managed

Operational Properties Owned and Managed - Continued

Property Name	City	State	Year Acquired	Development Type	Financing Program	Property Use	Residential Units	Commercial Sq Ft
Waterloo Apts	Waterloo	Indiana	2018	Acquisition	USDA RD	Multi-Family	12	n/a
West Elm Apts	Wauseon	Ohio	2018	Acquisition	USDA RD	Multi-Family	100	n/a
West Family Apts	West	Texas	2011	Acquisition	USDA RD	Multi-Family	32	n/a
West Unity Apts	West Unity	Ohio	2018	Acquisition	USDA RD	Multi-Family	24	n/a
Westbury Apts	Wayland	Michigan	2000	Mod Rehab	RD/LIHTC	Multi-Family	32	n/a
Westwind Apts	Redkey	Indiana	2018	Acquisition	USDA RD	Multi-Family	16	n/a
Whispering Wlnds Apts	West Unity	Ohio	2018	Acquisition	USDA RD	Multi-Family	16	n/a
Wildwood Manor	Ironwood	Michigan	2006	Mod Rehab	RD/LIHTC	Senior	24	n/a
Woodbrook Apts	Three Rivers	Michigan	2002	Mod Rehab	RD/LIHTC	Senior	32	n/a
Woodland Glen Apts	Grabill	Indiana	2018	Acquisition	USDA RD	Multi-Family	32	n/a
Yale Apts	Yale	Michigan	2007	Mod Rehab	RD/LIHTC	Multi-Family	24	n/a
							85	3,276
							25,729	
							Total Operational Properties	Total Residential Units
								Total Commercial Sq Ft

Development Properties Owned & Managed

Property Name	City	State	Year Acquired	Development Type	Financing Program	Property Use	Residential Units	Commercial Sq Ft
Arbor Glen Apts	St. Charles	Michigan	2020	Mod Rehab	RD/LIHTC	Multi-Family	48	n/a
Belknap Place Apts	Grand Rapids	Michigan	2021	New Construction	LIHTC	Multi-Family	50	n/a
Cherry Hill Apts	Lansing	Michigan	2016	Conventional	Conventional	Multi-Family	33	n/a
Clalrewood Apts	St. Clair	Michigan	2020	Mod Rehab	USDA RD	Multi-Family	47	n/a
Creekside	Ravenna	Michigan	2020	Mod Rehab	RD/LIHTC	Multi-Family	32	n/a
Grayling Pines Apts	Grayling	Michigan	2020	New Construction	RD/LIHTC	Multi-Family	24	n/a
Lakewood Apts	Stockbridge	Michigan	2020	Mod Rehab	RD/LIHTC	Multi-Family	32	n/a
Marketplace Apts	Flint	Michigan	2019	New Construction	LIHTC	Mixed Use	92	4,500
Pine Bluff Apts	Kingsford	Michigan	2020	Acquisition	RD/LIHTC	Multi-Family	56	n/a
Plato's Cave Apts	Branson	Missouri	2018	Adaptive Reuse	Conv/Workforce	Multi-Family	342	n/a
Plato's Sheffield Apts	Sheffield	Alabama	2020	Adaptive Reuse	Conv/Workforce	Multi-Family	150	n/a
Sable Pointe Apts	New Era	Michigan	2020	Adaptive Reuse	RD/LIHTC	Multi-Family	20	n/a
Sterling Heights	Sterling Heights	Michigan	2021	Adaptive Reuse	Conv/Workforce	Multi-Family	213	n/a
Village Apts	Bellair	Michigan	2020	Mod Rehab	RD/LIHTC	Multi-Family	44	n/a
Whispering Pines Apts	Grayling	Michigan	2020	New Construction	RD/LIHTC	Senior	24	n/a



PK Companies Real Estate Owned and Managed

Development Properties Owned & Managed - Continued

Property Name	City	State	Year Acquired	Development Type	Financing Program	Property Use	Residential Units	Commercial Sq Ft
Willow Creek	Escanaba	Michigan	2020	Acquisition	RD/LIHTC	Senior	56	n/a
						18	1,263	4,500
						Total Development Properties	Total Residential Units	Total Commercial Sq Ft

Passive Properties Owned, Not Managed

Property Name	City	State	Year Acquired	Development Type	Financing Program	Property Use	Residential Units	Commercial Sq Ft
Bailey Center	East Lansing	Michigan	2016	Adaptive Reuse	LIHTC	Senior/Mixed Use	30	9,080
Columbus Gardens	Columbus	Mississippi	2015	Conventional	Conventional	Senior	24	n/a
Cottonland Village	Monroe	Louisiana	2015	Conventional	Conventional	Multi-Family	40	n/a
Meadowbrook	Escanaba	Michigan	2005	New Construction	RD/LIHTC	Senior	32	n/a
Riverland	Reedley	California	2014	Mod Rehab	USDA RD	Multi-Family	76	n/a
Tehachapi Senior II Apts	Tehachapi	California	2016	Mod Rehab	USDA RD	Multi-Family	44	n/a
Willow Grove Townhomes	Escanaba	Michigan	2005	New Construction	LIHTC	Multi-Family	48	n/a
						7	294	9,080
						Total Passive Properties	Total Residential Units	Total Commercial Sq Ft
						110	4,833	39,309
						Total Real Estate Owned	Total Residential Units	Total Commercial Sq Ft

Fee Managed Properties

Property Name	City	State	Year Acquired	Development Type	Financing Program	Property Use	Residential Units	Commercial Sq Ft
Abbott Parkside Apts	East Lansing	Michigan	N/A	Fee Manage	Conventional	Senior	62	n/a
Crockett Manor Apts	Crockett	Texas	N/A	Fee Manage	USDA RD	Multi-Family	40	n/a
Crockett Senior Apts	Crockett	Texas	N/A	Fee Manage	USDA RD	Senior	36	n/a
Jasper Manor	Jasper	Texas	N/A	Fee Manage	USDA RD	Senior	36	n/a



PK Companies Real Estate Owned and Managed

Fee Managed Properties - Continued

Property Name	City	State	Year Acquired	Development Type	Financing Program	Property Use	Residential Units	Commercial Sq Ft
Live Oak Manor	Three Rivers	Texas	N/A	Fee Manage	USDA RD	Senior	36	n/a
Mill Pond Apts	Buchanan	Michigan	N/A	Fee Manage	LIHTC/Sec 8	Multi-Family	50	n/a
Navasota Manor	Navasota	Texas	N/A	Fee Manage	USDA RD	Senior	40	n/a
Shire Crest Acres Apts	West Unity	Ohio	N/A	Fee Manage	USDA RD	Multi-Family	24	n/a
Taft Terrace	Taft	Texas	N/A	Fee Manage	USDA RD	Multi-Family	32	n/a
Terracewood Apts	Woodville	Texas	N/A	Fee Manage	USDA RD	Senior	40	n/a
Trinity Buena Vista Homes	Saginaw	Michigan	N/A	Fee Manage	LIHTC	Multi-Family	12	n/a
West Columbia Manor	West Columbia	Texas	N/A	Fee Manage	USDA RD	Multi-Family	24	n/a
							14	432
							Total Fee Managed Properties	Total Residential Units
							124	5,265
							Total Real Estate Owned & Managed	Total Residential Units
								39,309





O: 517-347-2001 | F: 517-347-2010 | info@pkhousing.com | pk-companies.com
1784 Hamilton Road, Okemos, MI 48864



Agenda Background

Agenda Item: Discuss and consider the purchase of a small brush truck and the purchase of a large brush truck from Metro Fire Apparatus Specialists.

Date: February 6, 2024

Chief Patterson and Chief Pinkston will present information about the purchase of two new apparatus from Metro Fire Apparatus Specialists.

One Fouts Quick Attack installed on Ford F-600 Chassis per specifications:

\$328,400.00

Texas Forest Service Grant pays \$240,000

One Fouts Brush Truck installed on Customer Supplied Dodge Chassis per Specifications:

\$153,497.00

TOTAL \$ 481,897.00

Minus Texas Forest Service Grant of \$240,000

TOTAL after Grant Funding \$241,897

Price includes Co-op Fee and two (2) truck discount \$ 10,000.00.

Delivery will be within 365 days of order.



Metro Fire Apparatus Specialists, Inc.
17350 State Hwy 249, Suite 250
Houston, Texas 77064-1142
713.692.0911 Office
www.mfas.com

PROPOSAL

Monday, January 29, 2024

Whitesboro Fire Department
Attention: Assistant Chief Jeff Patterson,
111 West Main Street
Whitesboro, Texas 76273

The undersigned is prepared to furnish for you, upon an order being placed by you, for final acceptance by Metro Fire Apparatus Specialists, Inc at its office in Houston, Texas the apparatus and equipment herein named and for the following prices:

One Fouts Quick Attack installed on Ford F-600 Chassis per specifications:

\$ 328,400.00

One Fouts Brush Truck installed on Customer Supplied Dodge Chassis per Specifications:

\$ 153,497.00

TOTAL \$ 481,897.00

Price includes Co-op Fee and two (2) truck discount \$ 10,000.00:

No State, Federal or local taxes included.

The apparatus and equipment are to be supplied and shipped in accordance with the specifications and approvals by the Whitesboro Fire Department. Production time is the number of days required to manufacture the apparatus itself. The apparatus is scheduled to be delivered within 365 days after receipt of order, pending any types of delays due to strikes, war, or other causes beyond our control. The completed apparatus will be delivered to you at:

*Whitesboro Fire Department
Whitesboro, Texas*

Unless accepted within 30 days from this date, Metro Fire Apparatus Specialists, Inc. reserves the right to withdraw this proposal.

By Craig N Russell
Craig N Russell

TERMS:

Payment due upon delivery and acceptance of completed apparatus.

The Apparatus Specialists



Agenda Item: Discuss, consider and possible action on authorizing the city administrator to enter into a contract for Information Technology Services and Maintenance.

Date: February 6, 2024

It has been discussed many times the issues the City is having with the current technology company and emails. This contract will provide connectivity and email through Microsoft Office 365 Governmental License, compliance with cybersecurity platforms, and a fully managed IT service Program. The idea for this year is to replace the current provider, become compliant with the cybersecurity regulations, and an email that allows staff to communicate to state, local, and county offices without having to use a work around. This will also provide an offsite back up system. Blue Layer representatives will be here for any questions you may have.

Dennis Key will present this item to Council. I have worked with Blue Layer before at another municipality. In an effort to offer a fair representation of our findings and fair consideration to all proposed agreements, Dennis has worked on this project with me and attended every meeting except the very first one with Blue Layer.

Due to proprietary concerns and at the request of Blue Layer this proposal was not included in the packet. For this same reason, the second company's proposal was not provided to council or in the packet.



Agenda Item: Discuss, consider and possible action on a resolution creating and enacting a Procurement Policy.

Date: February 6, 2024

There have been several discussions on the creation of a Procurement policy. The purpose of the policy is to be open and fair in all aspects of the procurement process and to ensure compliance with the State of Texas local government statutes regulating the procurement of goods and services. This policy is strictly an internal administrative policy document. This document should be used as a general guide policy rather than a sole source reference document when making procurement decisions. It is the responsibility of city officials and employees to ensure full compliance with State law. This policy applies to all city officers and employees involved in the city's procurement process and to all contracts and agreements entered into on behalf of the city.

8698 RESOLUTION

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF WHITESBORO ADOPTING THE CITY OF WHITESBORO PROCUREMENT POLICY; PROVIDING A SAVINGS/REPEALER CLAUSE AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Purchases shall be conducted strictly on the basis of economic and business merit; and

WHEREAS, This policy is intended to promote the best interest of the citizens and to maintain a cost effective procurement system conforming to good management practices; and

WHEREAS, the City of Whitesboro finds it to be in the best interest of the City of Whitesboro to adopt a procurement policy that will provide for the process and procedure for municipal purchases.

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

1. The City of Whitesboro Procurement Policy is hereby adopted and attached; Exhibit A.
2. All policies or resolutions in conflict with the provisions of this resolution and its attachment are hereby repealed to the extent of any such conflict only. The non-conflicting sections, sentences, paragraphs, and phrases shall remain in full force and effect.
3. This resolution shall be in full force and effect immediately upon passage.

Passed and approved this 6th day of February, 2024.

Attest;

Dave Blaylock, Mayor

Teresa Niño, City Secretary



Procurement Policy

Passed and Approved by Council at a special meeting held on

Procurement Policy

Part I: General Information

I. Statement of General Policy

It is the City of Whitesboro's policy that all procurement shall be conducted strictly on the basis of economic and business merit. It is important to keep in mind that the city operates in full view of the public. This policy is intended to promote the best interest of the citizens and to maintain a cost-effective procurement system conforming to good management practices. The policies and procedures outlined herein are intended to comply with legally mandated federal and state statutes.

II. Purpose and Scope

The primary objective of the Procurement Policy is to be open and fair in all aspects of the procurement process and to ensure compliance with the State of Texas local government statutes regulating the procurement of goods and services. In doing so, the city adopts the goal of fairness by ensuring all who wish to compete for the opportunity to sell to the city can do so.

The purpose of this Policy is to:

- Give all suppliers full, fair, prompt and courteous consideration;
- Keep competition open and fair;
- Solicit supplier suggestions in the determination of clear and adequate specifications and standards;
- Cooperate with suppliers and consider possible difficulties they may encounter; and
- Observe strict truthfulness and highest ethics in all transactions and correspondence.

It is the policy of the City of Whitesboro to be compliant with applicable laws regulating the contracting process and to utilize vendors and consultants when:

- Technical expertise is required, which does not exist within the city staff;
- A temporary requirement exists that cannot be met by existing city staff;
- It is necessary to receive advice and recommendations independently of permanent city staff; and
- Services are required for public purposes, which services the city itself cannot provide as effective or efficiently.

This policy is strictly an internal administrative policy document. No part of this policy: (1) creates, or is intended to create, a private right of legal action for any vendor, consultant, or any other person or entity, or (2) makes, or is intended to make, any vendor, consultant, or any other person or entity a third-party beneficiary.

This document should be used as a general guide policy rather than a sole source reference document when making procurement decisions. It is the responsibility of city officials and employees to ensure full compliance with State law. This policy applies to all city officers and employees involved in the city's procurement process and to all contracts and agreements entered into on behalf of the city.

III. Code of Ethics

By participating in the procurement process, employees and elected and appointed officials of the city of Whitesboro agree to:

- Avoid the intent and appearance of unethical or compromising practice in relationships, actions and communications.
- Demonstrate loyalty to the City of Whitesboro by diligently following the lawful instructions of the employer, using reasonable care, and only authority granted.
- Refrain from any private business or professional activity that would create a conflict between personal interest and the interest of the City of Whitesboro.
- Refrain from soliciting or accepting money, loans, credits, or prejudicial discounts, and the acceptance of gifts, entertainment, favor, or services from present or potential suppliers that might influence or appear to influence purchasing decisions.
- Never discriminate unfairly by the dispensing of special favors or privileges to anyone, whether as payment for services or not; and never accept for himself or herself or for family members, favors or benefits under circumstances which may be construed by reasonable persons as influencing the performance of governmental duties.
- Engage in no business with the City of Whitesboro, directly or indirectly, which is inconsistent with the conscientious performance of governmental duties.
- Handle confidential or proprietary information belonging to employer or suppliers with due care and proper consideration of ethical and legal ramifications and governmental regulations.
- Never use any information gained confidentially in the performance of governmental duties as a means of making private profit.
- Promote positive supplier relationships through courtesy and impartiality in all phases of the purchasing cycle.

- Know and obey the letter and spirit of laws governing the purchasing function and remain alert to the legal ramifications of purchasing decisions.
- Expose corruption and fraud whenever it is discovered.
- Uphold these principles, ever conscious that public office is a public trust.

IV. Conflicts of Interest

4.1 Contracts. Specifically with reference to contracts, no employee or officer of the city who exercises any functions or responsibilities in the review or approval of an undertaking or the carrying out of one of the city's contracts shall participate in any decision related to that contract if the decision affects his or her personal financial interest, such officer or employee has a substantial interest as defined by state law, or participation by such officer or employee is otherwise prohibited by state law or city policy.

If a former staff member or city officer has worked less than one year for a business seeking to contract with the city, the business entity must make it known and must describe the relationship between the former employee/officer and the firm. In no instance may this former employee/officer have hours billed on any project or program; to do so is reason for not awarding a contract.

4.2 Declaration of Conflict of Interest. In the event of a conflict of interest as defined by state law, the affected officer or employee must file a signed affidavit declaring his or her conflict of interest. (Exhibit I) The affidavit must be filed with the City Secretary. Such official, officer or employee must abstain from discussion of or voting on a bid, proposal or contract submitted by a business entity in which he/she has a substantial interest. More specifically, in addition to the requirement to complete an affidavit, when an item is placed before a Board, Commission, Committee or City Council for review, any and all members of those bodies who have a conflict of interest shall announce that he/she has such conflict and shall leave the room until the body has discussed and taken action on the item for which the member has a conflict.

Moreover, it is the policy of the city that an employee who has a substantial interest in a business entity as defined by state law, shall follow the procedure outlined in this section. Officials, officers and employees shall abstain from participating in the procurement process, which includes but is not limited to discussions, lobbying, rating, scoring, recommending, providing information outside of the Public Information Act process, explaining or assisting in the design or approval of the procurement process on contract with the organization he or she represent or from which he or she receives a direct financial benefit; or on contract with organizations in which a family member will realize a direct benefit.

4.3 Violations and Remedies. Violations of the provisions of this Article constitute misconduct, subjecting the violator to any and all penalties prescribed by law. Penalties, sanctions or other disciplinary actions to the extent permitted by state or local laws, rules or regulations, shall be imposed for violations of the code of conduct/conflict of interest standards, by the City's officers, employees or agents or by persons, contractors or their agents, when the procurement involves state or federal programs and/or funds. Violations of federal law shall be referred to as the proper authority having jurisdiction over it.

4.4 Substantial Interest. A person has substantial interest in a business entity if: (1) the person owns 10 percent or more of the voting stock or shares of the business entity or owns either 10 percent or more or \$15,000 or more of the fair market value of the business entity; or (2) funds received by the person from the business entity exceed 10 percent of the person's gross income for the previous year. Additionally, a local public official is considered to have a substantial interest if a person related to the official in the first degree by blood or marriage, as defined by Chapter 573 of the Texas Government Code, has a substantial interest as defined herein.

V. Compliance

5.1 It is the responsibility of the Department Heads to ensure adherence to all governing policies and procedures related to city procurements and contracting, including but not limited to those established in this policy.

5.2 It is the responsibility of the Department Heads to ensure compliance with applicable requirements of State law, Code of Ethics, and any other related procurement requirement and contracting process applicable laws.

5.3 It is the responsibility of the Department Heads to develop specifications and ensure that sufficient funding has been appropriated for the procurement of goods and services prior to submission of bid specifications, proposals or requisitions.

5.4 It is the responsibility of the Department Heads to ensure that all contracts are properly executed prior to commencement of work or purchase. Vendors and consultants will not be authorized to begin work until the contract, bonding (if bonding is required), and appropriate insurance, including amendments, have been fully executed and delivered.

5.5 Each department should plan their work so "rush orders" and emergency requests are kept to a minimum. Coordination of daily operations must be planned and budgeted for by the user departments to reduce and/or eliminate work stoppages and rush ordering.

5.6 Each department shall submit requisitions and approvals at the appropriate quote thresholds and user authorities.

5.7 Departments are required to notify the City Administrator of any repetitive cumulative purchases that reach any designated quote or bid threshold.

5.8 The department is required to allow sufficient lead-time for all quoted and solicited actions. Planning purchases in advance in order to allow sufficient time to advertise, when necessary; obtain proposals; quotations or bids; determine best source and issue purchase orders with reasonable lead-time for delivery and thus prevent emergency purchases.

5.9 No orders shall be placed without an approved purchase order. Departments do not have the authority to order directly from a vendor without an approved purchase order or without the consent of the City Administrator and/or City Council.

5.10 No employee shall purchase supplies, services, materials or equipment of any kind through the City of Whitesboro for personal use. Texas Constitution, Article III, Section 52.

5.11 Each Department Head shall assume the responsibility of maintaining control of their departmental budgeted expenditures, including expenditures on annual contracts and agreements.

5.12 Departments are encouraged to closely monitor vendor performance by inspecting or supervising the inspection of commodities, services and equipment delivered; and determining acceptability of their quality, quantity, and conformity with specifications.

5.13 It is the responsibility of the City Secretary to maintain the City's official record originals of all contracts and agreements, with accompanying exhibits and other official documentation with reference to the appropriate resolution or administrative action number. The initiating department shall maintain departmental copies of contract process and documentation necessary for record keeping and record retention requirements. Refer to the City's Records Retention Policy for more.

VI. Formal Contract Preparation Procedures

6.1 General Policy. The City's Attorney makes the ultimate determination whether a formal contract or a specific form contract document is or is not required in a particular instance, based upon the nature of the contract or procurement and the best legal interest of the City. The City attorney should be consulted if, at any point during the negotiation of a contract, there is a need for advice regarding the vendor's or consultant's disagreement with any of the material terms of the contract or disagreement regarding any of the material terms of the business deal upon which the contract is based. In addition, and upon City Administrator's request, each contract will be reviewed by the City's Attorney to consider the specific liability and cost recovery issues that could arise in the event of contractor default during the bidding and performance phases.

6.2 Contracts of \$50,000 or less. Generally, since all of these contracts are procured by other than request for bids and are procurements of relatively minimal risk to the city, a formal contract is not usually required. Purchase orders generally satisfy the requirements for a formal contract under this section. However, preparation of a formal contract will be required for:

- Construction services and facility construction contracts.
- Procurements of custom manufactured goods to meet a city's department's specialized needs.
- Interlocal agreements between the city and other cities, counties, and State or Federal agencies.
- Procurements of architectural or engineering consultants that involve preparation of sealed plans and specifications as part of the required scope of work.
- Procurements in which the City Administrator, Finance or an initiating department requests the preparation of a formal contract.

6.3 Contracts greater than \$50,000. Before the City may enter into a contract that requires an expenditure of \$50,000 or more, the City must:

- a. Comply with the procedure prescribed for competitive sealed bidding or competitive sealed proposals described in this document; OR
- b. Use the reverse auction procedure, as defined by Section 2155.062(d) State Purchasing and General Service, Government Code, for purchasing. In this subchapter, "reverse auction procedure" means:

- (1) A real-time bidding process usually lasting less than one hour and taking place at a previously scheduled time and Internet location, in which multiple suppliers, anonymous to each other, submit bids to provide the designated goods or services; or

(2) A bidding process usually lasting less than two weeks and taking place during a previously scheduled period and at a previously scheduled Internet location, in which multiple suppliers, anonymous to each other, submit bids to provide the designated goods or services; OR

c. Comply with the method described in Chapter 2269 – State Local Contracts and Fund Management, Government Code. These include the Construction Manager and Construction Manager at Risk methods, the Design-Build method, purchasing cooperatives, and the use of interlocal agreements with other cities for cooperative purchasing.

VII. Contract Evaluation Committee

Based on the nature of the contract an evaluation committee may be formed. The evaluation committee will be comprised of at least one (1) designated representative of the initiating department, along with designated representatives of other affected departments, the City administrator, and the City attorney (as needed). The members of the evaluation committee shall have sufficient expertise in the particular operations of the departments affected by or benefiting from the use of the goods or services. The City Administrator and city staff shall carefully screen individuals proposed to work on the evaluation committee to ensure that there will be no conflict of interest or other conflict with the Code of Ethics. The evaluation committee shall have the following responsibilities:

- To ensure that the bids submitted materially comply with all specifications for the goods or services advertised. Bids evaluated under this method are not negotiable. If a bid materially deviates from the specifications, it is nonresponsive and cannot be considered in the evaluation process.
- To evaluate and score bids strictly on the basis of the best value criteria and scoring weights or methods shown in the request for bids.
- To rank bidders on the basis of the scoring results and make a recommendation as to which bid provides the best value to the city.

Following recommendation by the committee, the usual council agenda and other approval, contracting, and routing processes shall be followed as applicable.

VIII. Requisition/Purchase Order Process

When the need arises for a single purchase of goods the user department shall originate a purchase order. The purchase order must be prepared far enough in advance of the date that the goods are needed to allow all procurement procedures to properly be administered, including:

- Securing appropriate approval of the purchase;

- Advertising for bids/proposals, if required;
- Obtaining bids or price quotations;
- Evaluating bids/proposals;
- Preparing the contract
- Completion of the vendor packet received from contractor
- Conflict of Interest Form received from contractor
- Form 1295 received from contractor
- W9 Received from contractor; and
- Allowing delivery of goods or services in a timely manner.

Once the vendor selection has been completed and the purchase order has been approved, the initiating department will then order the goods for which the purchase order was requested.

The city is not liable for making payment to vendors for purchases that have not had prior approval of the city administrator and/or city council and have not been issued a purchase order number. All purchases except those made through the Procurement Card (p-card), must be made through an approved purchase order or contract. Purchase orders shall not be issued "after-the-fact"; except for emergency situations that the City administrator and/or the Mayor are made aware of prior to the purchase.

Department heads and/or Directors are authorized to approve purchase requisitions/purchase orders that have been approved through the budget process with an estimated value of up to \$5,000. The city administrator is authorized to approve purchase requisitions/purchase orders that have been approved through the budget process with an estimated value up to \$10,000. Purchases over \$10,000 or require a contract must be approved by the city council. Any purchase that has not been approved through the budget process or requires a contract must be approved by the city council regardless of the amount.

IX. Procurement Methods

The city has different methods for procuring goods and services each of which is determined by the total estimated cost of the purchase. However, regardless of the cost of the purchase, the objective is to secure the highest quality goods and services at the lowest possible price. No purchase may be split to circumvent the dollar amount requirements; the procurement process begins with the preparation and approval of a requisition/purchase order.

9.1 Procurement Card (P-card) Purchases. The intent of the procurement card is to provide a controlled, but less labor-intensive alternative to the existing procedures for purchasing and paying for items up to the pre-determined credit limits. The procurement card is to be used to make purchases for operations included in the city's approved budget. P-cards cannot be used for any type of service payment. All procurement card purchases may still require a purchase order prior to the use of the procurement card and requires all receipts from the purchase to be copied and turned into the Accounts Payable Department or the City administrator. All P-Card purchases made over the internet shall only be made under secure conditions over a secured website. Any purchase made that is not for authorized operations may be charged to the employee as a reimbursement to the city and if warranted, may result in disciplinary actions, up to and including termination and/or criminal prosecution.

9.2 Check requests. Check request must be used for purchases in any amount where quotes, bids, contracts, or price agreements do not apply. Check requests should be used only for those payments that do not have a purchase order or is not a normal monthly expense. If the invoice is the backup documentation, no check request form is required. (Exhibit II) Examples:

- Association Memberships/Licenses;
- Professional subscriptions/Books/Publications;
- Personnel development & activity/ Educational Enhancement;
- Jury Service/Customer refunds/court bonds etc.;
- Election expenses/Elected official compensation/Legal filing fees; and
- Postage/office supplies.

9.3 Quotes – Request For Quotation (RFQ/Quotation)

9.3.1. Purchases of non-contract goods or services totaling less than \$3,000 require no quotations. Purchases totaling \$3,000 to \$4,999 require a minimum of two (2) informal quotes. Purchases totaling \$5,000 to \$24,999 will require three (3) or more competitive written quotes. Two no quotes returned equal one quote. All quotations received must be in writing from the vendor and available for review.

9.3.2. Formal Quotes for purchase of more than \$25,000 but less than \$50,000:

- Purchases must be expressly approved in advance by Department Director/City Administrator and/or City Council.
- A minimum of three (3) business days and a maximum of 15 business days should be allowed for response from vendors.

- Quotes can be received by mail, person, fax or electronically by the due date set on the Request for Quotations (RFQ).
- Departments will prepare results tabulation for each item or group of items following the deadline to arrive at a recommendation. Quotes are awarded based on lowest responsible quote or best value.
- Recommendation will be submitted to Council for approval and award.

9.3.3. Local Government Code Chapter 252.0215, competitive bidding in relation to Historically Underutilized Business (HUB) vendors, states that a municipality, in making an expenditure of more than \$3,000 but less than \$50,000, shall contact at least two (2) HUBs on a rotating basis. Based on information provided by the comptroller pursuant to Chapter 2161, Government Code. If the list fails to identify a disadvantaged business in the county in which the city is situated, the city is exempt from this section. HUB -- (certified businesses that are at least 51% owned, operated, and controlled by the qualifying groups which include Asian Pacific Americans, Black Americans, Hispanic Americans, Native Americans and American Women. There are exemptions to this rule outlined in Chapter 252.022, Local Government Code; (Exhibit III)

9.4 Competitive Bids/Proposals – Cost \$50,000 or more. The City Council must approve all budgeted, non-budgeted or unanticipated purchases with values in excess of \$50,000 prior to the purchase. Once approval has been granted, the purchase must be made through the use of competitive bids/proposal or some other method as authorized by this policy. Invitations for bids and proposals shall include specific instructions to the vendors concerning bid submission requirements including the time, date and place for receipt of bids/proposals by the city.

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Public Access to Procurement Information – Procurement information shall be a public record to the extent provided by the Texas Open Records Act and shall be available to the public as provided therein. If a bid/proposal contains information that the bidder/proposer considers proprietary and does not want disclosed to the public or use for any purpose other than the evaluation of the offer, all such information must be clearly marked as proprietary and confidential by making such notation on each page or portion thereof containing propriety and confidential information. The City reserves the right to duplicate, use or disclose the information as needed to prepare contract documents and working documents for the project and is not liable for accidental disclosure of such information.

Confidentiality of Bidders/Proposals A vendor's bid/proposal is confidential until opened. Therefore, no bid or proposal shall be opened before the date and time of the published opening of such bid/proposal. Opening bids/proposals prior to the publication date and time is a violation of state law and city policy.

9.4.1. Invitations For Bids ("IFB")

a. Requisitions for item(s) whose aggregate total cost is more than \$50,000 must be processed as competitive solicitations (e.g. sealed bids, request for proposals, and request for offers). Texas Local Government Code, Subchapter B, Section 252.021 defines the requirements for competitive bids. Under no circumstance shall multiple requisitions of \$50,000 or less be used in combination to avoid otherwise applicable bidding requirements or city council approval, which is required for all purchases greater than \$50,000.

- The user department shall initiate the bid process.
- The user department shall develop a generic set of specifications so as not to eliminate competition. User department will provide a list of any known vendor(s) they wish to receive a bid package.
- Initiating department will receive the bids and place them in a locked file until the date of the bid opening. At that time bids will be opened publicly in a designated location. Bids received after the due date and time will be rejected as non-responsive. Bid openings are open to the public.
- Bid openings will be conducted by the initiating department or designee.
- User department will prepare tabulation for each item or group of items following the bid opening and consult with the City administrator in order to arrive at a mutual agreement for recommendation. Bids are awarded based on lowest responsible bidder or best value.
- The Department shall prepare an agenda item request form with the staff recommendation for Council approval and award.

b. **Time Requirements.** The time required for the processing of competitive sealed bids is generally 6-8 weeks. The process consists of the following requirements:

- Receipt of specifications;
- Specifications are developed, drafted, and reviewed by the requesting department;

- Bid is advertised in the printed media as required by statutes. By law, the bid cannot be opened until at least the 15th day after the initial advertisement;
- When applicable, Bid is posted on the City's website. Download is available to any interested party;
- A pre-bid conference is held, if applicable;
- Addenda are issued, as needed;
- Bid is opened, tabulated, and evaluated and recommendation of award is forwarded to council for approval;
- Staff report is prepared, presented to council for approval;
- Receipt of all required insurance and bonds; and
- If awarded, a PO or contract and award letter are issued.

c. Advertising Requirements. Texas Local Government Code, Section 252.041 (a) states: Whenever the competitive sealed bidding requirement applies to the contract, notice of the time and place at which the bids will be publicly opened and read aloud must be published at least once a week for two consecutive weeks in a newspaper published in the municipality. The date of the first publication must be before the 14th day before the date set to publicly open and read them aloud. If no newspaper is published in the municipality, the notice must be posted at the city hall for 14 days before the date set to open the bids and read them aloud.

d. Award of Contract. Texas Local Government Code, Section 252.043, states, in part:

(a) If the competitive sealed bidding requirement applies to the contract for goods or services, the contract must be awarded to the lowest responsible bidder or to the bidder who provides goods or services at the best value for the municipality.

(b) Before awarding the contract under this section, a municipality must indicate in the bid specifications and requirements that the contract may be awarded either to the lowest responsible bidder or to the bidder who provides goods or services at the best value for the municipality.

e. Lowest Responsive and Responsible Bidder - 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 specific selection criteria responses that define whether the company can successfully deliver the supplies, equipment or services.

f. Best Value Bidder. Texas Local Government Code, Section 252.043, states, in part that in determining the best value for the municipality, the municipality may consider the following criteria, which must be specified in the Invitation for Bid or Request for Proposal:

- The purchase price;
- The reputation of the bidder and of the bidder's goods or services;
- The quality of the bidder's goods or services;
- The extent to which the goods or services meet the municipality's needs;
- The bidder's past relationship with the municipality;
- The impact of the ability of the municipality to comply with laws and rules relating to contracting with HUB and non-profit organizations employing persons with disabilities;
- The total long-term cost to the municipality to acquire the bidder's goods or services; and
- Any relevant criteria specifically listed in the request for bids or proposals.

g. Bid Protest. Any actual bidder or contractor who is aggrieved in connection with a bid invitation or award of a contract may protest to the initiating department. The protest must be submitted in writing within five (5) business days after public posting of the Recommended Award. Only written protests shall be considered. The protest letter must be signed and include the following information:

- Name, address and telephone number of the protester;
- The bid/proposal or contract number;
- A detailed statement of the legal and factual grounds for protest, information demonstrating its timeliness, copies of relevant documents, and reasons the protest should be sustained; and
- A specific request for a ruling by the city council.

Failure to provide this information may result in a determination that the protest is without merit. The decision of the city is final. If the bid or proposal has not been opened and there

is a protest regarding overly restrictive specifications, omissions, ambiguous or indefinite evaluation factors, or other concerns, protesters are to contact the initiating department to explain any concerns, no later than five (5) business days before the bid or proposal is scheduled to be opened. If the protest is determined to have merit, the initiating department will make reasonable effort to issue an addendum, extend the bid opening date, or resolve any issue prior to the bid opening or receipt of bids/proposals.

h. Identical Bids. Texas Local Government Code, Section 271.901 states in part:

(a) If a municipality or district is required to accept bids on a contract and received two or more bids from responsible bidders that are identical, in nature and amount, as the lowest and best bids, the governing body of the municipality or district shall enter into a contract with only one of those bidders and must reject all other bids.

(b) If only one of the bidders submitting identical bids is a resident of the municipality or district, the municipality or district must select that bidder. If two or more of the bidders submitting identical bids are residents of the municipality or district, the municipality or district must select one of those bidders by the casting of lots. In all other cases, the municipality or district must select from the identical bids by the casting of lots.

(c) The casting of lots must be in a manner prescribed by the Mayor of the municipality or the governing body of the district and must be conducted in the presence of the governing body of the municipality or district. All qualified bidders or their legal representatives may be present at the casting of lots.

i. Disqualification of a Bidder. If a bidder has provided unsatisfactory service or products to the city in the past, those experiences are to be thoroughly documented in order to support any later disqualifications. A vendor who fails to provide satisfactory products, goods or services or who has breached, terminated or been terminated from a contract with the city in the past will be removed from the Approved Vendors List for future bidding opportunities and may be disqualified from bidding on future projects.

9.4.2. Request For Proposals ("RFP"). A Request for Proposal (RFP) enables the initiating department, when a group of vendors has already been identified, to fully communicate the project scope to potential proposers and review a detailed fee proposal received in response to the RFP.

a. Texas Local Government Code Chapter 252.021 Subparagraph (c) states, in part: A municipality may use the competitive sealed proposal procedures only for high technology procurements or, in a municipality with a population in excess of 25,000, for the purchase of insurance.

b. Texas Local Government Code Chapter 252.042 states: Request for Proposals (RFPs) made under Section 252.021 must solicit quotations, and must specify the relative importance of price and other evaluation factors. Discussions in accordance with the terms of a request for proposal and with regulations adopted by the governing body of the municipality may be conducted with offerors who submit proposals and who are determined to be reasonably qualified for the award of the contract. Offerors shall be treated fairly and equally with respect to any opportunity for discussion and revision of proposals. To obtain the best final offers, revisions may be permitted after submissions and before the award of the contract.

c. Texas Local Government Code Chapter 252.49(b) states: If provided in a RFP, proposals shall be opened in a manner that avoids disclosure of the contents to competing vendors and keeps the proposals secret during negotiations. All proposals open for public inspection after the contract is awarded, but trade secrets and confidential information in the proposals are not open for public inspection.

d. Access to bidder-declared trade secrets or confidential information shall be in accordance with the Texas Government Code Chapter 552, the Public Information Act, and applicable city policies implementing this chapter.

e. Time Requirements. The time required for the processing of a RFP is generally 8-10 weeks, depending on the complexity of the specifications. The process consists of the following requirements:

- Receipts of specifications;
- Specifications are developed, drafted, and reviewed by the requesting department and Finance;
- RFP is advertised in printed media as required by statutes. By law, the RFP cannot be opened until at least the 15th day after the initial advertisement;
- Post proposal on the city's website, where potential bidders are notified of the opportunity. Download is available to any interested party;
- A pre-proposal conference is held, if applicable;
- Addenda are issued, as needed;

- Proposal is opened and evaluated;
- Presentations by bidders, if applicable;
- Negotiate, if required;
- Contract development, if applicable
- Staff report is prepared and presented to council for approval;
- Receipt of all required insurance and bonds, and;
- If awarded, a PO or contract and an award letter are issued.

9.5 Professional Consulting Services Contracts – Request For Qualification (RFQ). Professional services for the purposes of Texas Local Government Code Chapter 2254 are defined as those “services within the scope of the practice, as defined by state law, of accounting, architecture, landscape architecture, land surveying, medicine, optometry, professional engineering, real estate appraising, or professional nursing, or provided in connection with the professional employment or practice of a person who is licensed or registered as a certified public accountant, an architect, a landscape architect, a land surveyor, a physician, including a surgeon, optometrist, a professional engineer, a state certified or state licensed real estate appraiser, or a registered nurse.”³ Personal or professional services are exempted from the competitive bidding process and are procured through the use of Request for Qualification (RFQ) documents. The presentation of information, technical and the qualifications of personal and/or professional services included in the RFQ is the sole responsibility of the requesting department. The RFQ shall be advertised and may also be sent out to qualified vendors whom city staff recommends.

A Request for Qualifications (RFQ) enables the initiating department to seek firms who can indicate to the city the ability to perform the required work and give the city an opportunity to review credentials and obtain cost for the services in question. Texas Government Code, Chapter 2254, Section 2254.003, Professional Services states that contracts for the procurement of defined professional services may not be awarded on the basis of competitive bids. Instead, they must be awarded on the basis of:

- Demonstrated competence and qualifications to perform the services;
- For a fair and reasonable price;
- Must be consistent with and not higher than the recommended practices and fees published by the applicable professional associations; and
- May not exceed any maximum provided by law.

The city is required to first evaluate all proposals and select the most qualified, then attempt to negotiate a fair and reasonable price. If an agreement cannot be reached, then an attempt to reach an agreement with

the next most qualified should be made. Compensation will be negotiated before the contract is signed and after the consultant has been selected on the basis of his/her demonstrated competence and qualifications to perform the services for a fair and reasonable price.

9.6 Cooperative Purchases. Cooperative purchasing occurs when two or more governmental entities coordinate some or all purchasing efforts to reduce administrative costs, take advantage of quantity discounts, share specifications, and create a heightened awareness of legal requirements.

Cooperative purchasing can occur through interlocal agreements, state contracts, piggybacking and joint purchases. Compliance with applicable State law governing cooperative purchasing agreements allows procurement of goods and services without competitive bidding by the city. All cooperative purchasing agreements, whether entered into by the city with another government entity or local cooperative organization, or vice versa, must be approved by the city council. (Exhibit IV)

Interlocal Agreement Purchases. Texas Local Government Code Chapter 791, Interlocal Cooperation Act, allows local governments to contract with and between one another, to provide governmental functions and services, as well as join together in contracting with other entities to provide goods and services.

State Contract Purchases. Texas Local Government Code Chapter 271, Subchapter D, 271.081-271.083, State Cooperation in Local Purchasing Programs, allows local governments to purchase items on the State's purchasing contracts and allows the State to solicit bids on the local government's behalf when considered feasible by the State.

The Texas Department of Information Resources (DIR) has a web-based bulletin board system service to download price sheets on various products. DIR offers business systems planning, analysis, design, application development, assistance with telecommunications and videoconferencing network planning, management and implementation. DIR has working agreements with training providers that offer the best pricing available to government organizations, regardless of size. Refer to www.dir.state.tx.us for more.

Piggybacking. Piggybacking occurs when one governmental agency purchases for itself and for others as a convenience to the other. Both governmental agencies should protect themselves by establishing an agreement in writing, even when the arrangement is informal. The agreement should specify the duties and responsibilities of each party.

Joint Purchases. Joint purchasing occurs when two or more governmental agencies join together to purchase one or more items. This may involve each entity handling part of the administrative duties or agreeing to have one entity handle the transactions under the guidance of other entities. All parties to a purchase must agree to the product specifications so that the result will be a satisfactory purchase for all involved entities.

9.7 Emergency Purchases (Exempt from Competitive Bidding). The Legislature exempted certain items from sealed bidding in the Local Government Code Section 252.022(a), including but not limited to:

- A procurement made because of a public calamity that requires immediate appropriation of money to relieve the necessity of the municipality's residents or to preserve the property of the municipality;
- A procurement necessary to preserve or protect the public health or safety of the municipality's residents;
- A procurement necessary because of unforeseen damage to public machinery, equipment or other property.

Valid emergencies are those that occur as a result of the breakdown of equipment which must be kept in operation to maintain the public's safety or health, or whose breakdown would result in the disruption of the City operations. Care should be taken to avoid emergencies created by negligence. Most vendors will charge a premium if labor, supplies or materials are required immediately. Better prices can usually be obtained if the material is purchased on sealed, written bids. Most vendors will go through the manufacturers for a price that is lower than the vendor's wholesale price. Typical examples of emergencies created through negligence are depletion of stock due to neglect, emergency orders for materials for projects which could have been planned weeks or months ahead, etc.

9.7.1. Emergency Purchase Procedures: During normal office hours if an emergency arises:

- The requesting department should immediately enter/fill a purchase requisition. If the normal department approver is unavailable, the City administrator can expedite the issuance of the purchase order.
- The department should place the order immediately upon issuance of the purchase order.

If an emergency arises after normal office hours: The departmental manager shall justify the emergency to the appropriate departmental director who shall notify the City administrator. Notification of the after-hour's emergency will be made to the City

administrator at the beginning of the next business day. If the expenditure exceeds \$25,000 the City administrator shall be contacted immediately. The City administrator must certify that:

- The expenditure qualifies under one of the items listed under Local Government Code 252.022 – Emergency Purchases;
- The need for the expenditure was unforeseen;
- The continued expeditious operations of the City required that the expenditure be made before the time necessary to obtain council approval in advance or to obtain competitive bids; and
- Determine fund availability.

9.8 Sole Source Purchases (Exempt from Competitive Bidding). Sole source purchases are items that are available from only one source because of patents, copyrights, secret processes, or natural monopolies as defined by the Texas Local Government Code. When a department has identified a specific item with unique features or characteristics essential and necessary to the requesting department and no alternate products are available, a detailed written justification must be provided to the City administrator in advance for review and approval.

The legislature exempted certain items from sealed bidding in the Local Government Code Section 252.022(a). In part, procurement items available from only one source, including:

- Items available from only one source because of patents, copyrights, secret processes, or natural monopolies;
- Films, manuscripts, or books;
- Gas, water and other utility services;
- Captive replacement parts or components for equipment;
- Books, papers, and other library materials for a public library that are available only from the person holding exclusive distribution rights to the materials; and
- Management services provided by a nonprofit organization to a municipal museum, park, zoo, or other facility to which the organization has provided significant financial or other benefits.

9.8.1. Sole Source Documentation. The department shall be able to provide and/or retain for documentation purposes:

- A completed copy of the sole-source document. (Exhibit V)

- A sole source letter from the vendor, on that company's letterhead, stating why the item being purchased is sole-source. This letter shall include item description, patent, copyright, and/or other pertinent information that will assist in making the decision as to whether or not the item is acceptable as sole source. The letter will remain valid for one year from the date of approval.
- Sole source procurements should be verified annually. Circumstances change and what is sole source today might not be the next time a procurement is made.

9.9 Insurance Procurement. In accordance with Local Government Code, Chapter 252, the method of accomplishing an insurance procurement is through a competitive sealed bid or proposal (RFB or RFP). State law mandates that "cost" must be listed in the evaluation criteria and that all criteria must be ranked in order of relative importance to the initiating department. The vendor selection and contract negotiation process must be coordinated with the assistance of the City administrator and City's Attorney.

If an evaluation committee is formed to evaluate proposals, the committee shall:

- Conduct discussions with proposers on a fair and equitable basis, evaluate proposals and determine what proposals deserve inclusion on a short list, evaluate and negotiate best and final offers and contract terms (subject to advice from and review by the City attorney), and make recommendation as to who is the most advantageous offer to the City.
- Upon completion of the evaluation, the committee shall forward the recommendation to the city council for final approval.

If the City utilizes a Broker for insurance procurement, the above process will be followed by the Broker on behalf of the City.

9.10 High Technology Procurement. In accordance with Local Government Code, Chapter 252, the method of accomplishing high technology procurement is by competitive sealed proposal/bid (RFP or RFB).

If the initiating department elects to procure by using the request for bids process, the City may use cooperative purchasing opportunities available through the Texas Building and Procurement Services Commission (TBPC), including the Catalog Information Service Vendor (CISV) process, or by procuring off of an existing contract between a vendor and the Texas Department of Information Resources (DIR). Prior to preparing a solicitation for high technology items, the City Secretary, the City administrator, the

City's Attorney and the city's information technology consultant must be consulted for advice on which method would be best in the particular instance and, if necessary, to assist in specification development.

If the initiating department chooses to follow the request for proposal method, the initiating department shall provide instructions to proposers. The State law mandates that "cost" must be listed in the evaluation criteria and that all criteria must be ranked in order of relative importance to the initiating department. If an evaluation committee is formed to evaluate proposals, the committee should follow procedures as prescribed in Section 6, Contract Evaluation Committee, of this policy.

9.10.1. Catalog Information Service Vendor (CISV). The CISV process involves an interactive negotiation with vendors for products and services listed in their online catalogs. The only requirements for a vendor to become a CISV are active status on the Centralized Master Bidders List (CMBL) maintained by the Texas Building and Procurement Services Commission (TBPC) and an Online Product Catalog. Vendors can obtain more information on how to become a CISV from TBPC.

While there is no specific process dictated by law, the goal of any CISV procurement should be to obtain the best value for the city through a process that is fair to all vendors. TBPC has published "Best Practices Guidelines" which can currently be found on the TBPC website, or as a link on the CISV webpage, at <http://www.tbpc.state.tx.us/stpurch/22bestpc.html>. This document should be used as a guide when conducting a CISV procurement.

9.10.2. Texas Department of Information Resources (DIR). The procedures for procuring a high technology item through a DIR contract are the same as for other Cooperative Purchasing procurements as described above. A decision to procure a high technology item from a DIR contract should be based upon a thorough investigation of pricing, terms and conditions available in the market and a determination that the DIR contract offers the best value to the City.

9.11 Construction Services and Facility Construction Contracts. The initiating departments under this section must utilize the request for bids or proposal process, unless the project is eligible to be advertised as a Request for Competitive Sealed Proposal ("RFCSP") project.

9.11.1. Construction Services and Facility Construction Contracts Exceeding \$50,000 - Request for Bids ("RFB"). The initiating department must comply with the procedures described in this document, except as modified by the following rules:

- Complete contract plans and specifications should be approved by the initiating department and the City administrator. The bid documents must describe all procedures required for the bidding process.
- The initiating department shall complete a risk assessment in the course of preparing plans and specifications to explain the scope of the project work involved and to determine the appropriate levels of liability and whether risks exist that require special insurance coverage beyond those required in the general conditions of the contract.
- The initiating department coordinates a pre-bid conference with vendors and interested user department (when applicable).
- The initiating department will make bid documents, including plans and specifications, available for vendor review.
- If only one bid is received from a responsible bidder and that one bid meets all material specifications, then the bid may be recommended to council for approval. The city attorney, upon city administrator's request, may review the only bid to ensure reasonable effort was made to generate competition and make a recommendation regarding the only bid prior to placement on the council agenda. This procedure also applies to bids with Furniture, Fixtures, and Equipment packages in which an only bid is received for that portion of the contract.
- Upon completion of any contract, final evaluation of the performance of the contractor will be prepared by the initiating department. The evaluation should be filed and maintained by the initiating department in accordance with the City's record retention policy. It shall be the responsibility of each department to accumulate and make available, at the closeout of any contract, a central database of information regarding the past performance of construction services and facility construction contractors.

9.11.2 Request for Competitive Sealed Proposal ("RFCSP"). The RFCSP process is based upon construction documents that are 100% complete and sealed by a registered engineer or architect independent of the contractor. If the City architectural/engineering staff will not prepare construction documents for the facility project, the initiating department must first commence the consultant selection process as described in this document. The RFCSP shall, at a minimum, contain the following:

- Sealed, 100% complete plans and specifications, or a reference to the city address or website where copies of 100% complete sealed plans and specifications can be picked up or downloaded.
- Information disclosing the full scope of work for the facility project.
- The selection criteria for the facility project, with award being based upon the proposer who offers the best value to the City for the facility project work.
- The expected completion schedule.
- Applicable bonding requirements.
- Applicable insurance requirements.
- Copies of the City's applicable standard form of construction contracts and bonds (when applicable).
- Other relevant information that proposers may need in order to respond to the RFCSP.

The initiating department has forty-five (45) days after the date of opening responses to a request for proposals to complete the evaluation and ranking of each proposal pursuant to the applicable selection criteria. The highest ranked proposal is considered to be one providing the best value to the city.

The initiating department is responsible for negotiating a contract with the best value proposer. The City attorney shall be consulted regarding any legal issues that arise during negotiations. If negotiations with the best value proposer end without a contract, further negotiations with other proposers should follow in order of ranking. This provision shall not be construed to affect the city's reserve right to reject any and all proposals.

9.11.3 Final Evaluation of Performance. Upon completion of any contract, final evaluation of the performance of the contractor will be prepared by the initiating department. The evaluation should be filed and maintained by the initiating department in accordance with the City's Record Retention Policy. It shall be the responsibility of each department to accumulate and make available, at the close out of any contract, a central database of information regarding the past performance of construction services and facility construction contractors. If a contract was authorized but never executed, the initiating department should post this information in lieu of evaluation, with a copy of the information sent to the City Secretary for the official records.

9.12 Alternative Project Delivery Methods for Certain Projects. In general, a facility construction contract may be procured through the alternative delivery method process. The process can be used to enter into one of the following types of contracts:

- Design/build (Local Government Code, Section 271.119)
- Construction Manager at Risk (Local Government Code, Section 271.118)
- Construction Manager-Agent (Local Government Code, Section 271.117)
- Request for Competitive Sealed Proposal (Local Government Code, Section 271.116)
- Job Order Contracts (Local Government Code, Section 271.120)

Refer to Section 271, Title 8, Subtitle C of the Texas Local Government Code for more information regarding the criteria for determining the appropriateness of a particular alternative project delivery method and procurement process.

9.12.1. Recommendations Responsibility. The director of the initiating department will be responsible for recommending to the City administrator, based upon the criteria established by the state statutes, whether the alternative delivery method process will provide the best value to the city in place of a request for bids process and which contracting method is appropriate under the circumstances.

9.12.2. Initiation of Process. If the City administrator concurs in the determination of best value, the initiating department director will initiate the appropriate advertising upon receipt of the proper plans, specifications, and other necessary information. The City attorney shall be consulted regarding any legal issues that may arise in the course of making the determination of best value.

9.12.3. Contract Management and Final Evaluation. The initiating department shall follow the applicable guidelines regarding contract management during the administration of an alternative project delivery method. Final evaluation of alternative project delivery method contract performance should be conducted in the same manner as described in this policy.

9.13 Annual Contracts. For goods and/or services that are used repetitively throughout the city such as office supplies, paper goods, mailing services, or stationary, the city may enter into an annual contract with a supplier. The purpose of entering into an annual contract is to eliminate the need to obtain competitive pricing each time repetitively used items are requested. The city will obtain competitive sealed bids/proposals requiring that bid prices remain in effect for a specific period. The city will enter into

agreement, upon approval of the city council, with the approved bidder by signing a contract stating the terms and conditions. Once the contract period nears the end of the term, the requesting department must re-advertise the bid request for the following year giving fair opportunity for vendors to respond.

X. Capital Items

10.1 Capital Items. Capital items are those items costing \$5,000 or more and having a useful life of more than one (1) year. Items costing less than \$5,000 should not be charged to a capital account. Capital items with a purchase price of \$5,000 or more are considered fixed assets capital expenditures and should be charged to the appropriate fixed asset accounts.

10.2 Deficiency in Budgeted Amount for Capital Purchase. The adoption of the annual operating budget by the city council is an expression of intent on its part to accomplish the projects and purchase capital equipment itemized in the budget document. This expression of intent is based on the estimated costs of projects and capital equipment. If the actual cost for a capital equipment item exceeds the amount appropriated in the annual operating budget by more than ten percent (10%), including shipping and handling, specific written authorization must be obtained from the city administrator and city council prior to issuance of a purchase order.

10.3 Purchase of Capital Equipment Not Itemized in Budget. Requisitions/purchase orders for the purchase of capital equipment items not appropriated in the current budget and costing \$5,000 or more must be accompanied by written approval of the city administrator or designee and purchase must be approved by the city council.

XI. Bond Requirements

11.1. Bid Bonds/Proposal Guarantees. A bid bond/proposal guarantee, issued by the bidder's/proposer's surety, is a legal document used to bind the vendor to honor the bid/proposal. In the event the vendor is selected after a competitive process fails to honor the bid/proposal, the bid bond/proposal guarantee may be forfeited, and the issuing surety shall pay the city the amount for the bond/guarantee to defray the city's cost. Bid bonds/proposals guarantees shall, as a general rule, be five percent (5%) of the bid/proposal amount. In certain procurements a dollar amount may be specified in place of a percentage. The issuing surety must be from a company authorized to conduct business in the State of Texas.

11.2. Payment Bonds. A payment bond, generally, in the amount of one hundred percent (100%) of the contract amount is a legal document insuring faithful payment by the vendor of all invoices for materials,

labor, subcontractors, taxes, and any or all other expenses related to the contract. In the event the vendor's failure to pay, the bonding company becomes liable. In accordance with Texas Local Government Code Chapter 2253, payment bonds are required for all public works contracts in excess of \$50,000.

11.3. Performance Bonds. A performance bond in the amount of one hundred percent (100%) of the contract amount is a legal document insuring faithful performance of the work of the contract by the vendor. In the event of contractor's failure to perform the work, the surety is liable for the satisfactory completion of the work or may pay the city up to the full bond amount. A performance bond is required for all public works (construction contracts) in excess of \$100,000. A performance bond must be submitted by the successful vendor along with the duly executed contract document prior to receiving a "Notice to Proceed" for the work.

XII. Insurance Requirements

When contract work is to be performed on city property, the contractor must provide proof of required insurance coverage (Exhibit VI). The insurance coverage and amounts are determined by the potential risk or loss to the city. These coverage and amounts are determined at the time the bid/proposal packages are being prepared and are included as requirements in the package. The successful bidder or proposer is required to submit an appropriate Certificate of Insurance (COI) reflecting that all required coverage are in effect and current, along with the executed contract documents and required bonds or proposal guarantee.

XIII. Exemption from Competitive Bidding

Per Section 252.022, Local Government Code, there are general exemptions to the competitive bidding requirements, including:

- A procurement made because of public calamity that requires immediate appropriation of funds to relieve the necessity of the municipality's residents or to preserve the property of the municipality;
- A procurement necessary to preserve or protect the public health or safety of the municipality's residents;
- A procurement necessary because of unforeseen damage to public machinery, equipment or other property;
- A procurement for personal, professional services or planning services;
- A procurement for work that is performed and paid by the day as the work progresses;
- A purchase of land or a right-a-way; and
- A procurement of items that are available from only one source.

XIV. Change Orders to existing purchase orders and contracts

Change orders are contract changes made after the execution of the contract in effect necessary changes to plans and specifications or to increase/decrease the scope or quantity of the work to be performed or the materials, equipment, or supplies to be furnished. The initiating department shall begin the process. Appropriate documentation is required and the department will ensure that the documentation is placed with the appropriate bid files. With the exception of a legally defined emergency purchase, no contract work or changes may begin prior to the issuance of a Notice to Proceed. Per State law, the original amount of a contract may not be increased by more than twenty-five percent (25%). The original amount of a contract may be decreased with a change order by more than twenty-five percent (25%) without the written consent of the contractor. (The 25% rule does not apply unless the original contract amount exceeds \$50,000). Purchase orders over \$3,000 with an increase of 5% or more, will require council approval. Any change to the scope of work or contract terms and conditions of a professional, personal, or planning service contract or other contract not required to be competitively bid that does not change the contract amount must still be documented and approved by the city administrator, city attorney and/or city council.

XV. Cumulative Purchases

The legislature defined certain cumulative purchases as "separate", "component" and "sequential" as follows in the Texas Local Government Code, Section 252.001:

- Component purchases mean purchases of the component parts of an item that in normal purchasing practices would be purchased in one purchase.
- Separate purchases means purchases made separately, of items that in normal purchasing practices would be purchased in one purchase.
- Sequential purchasing means purchases, made over a period, of items that in normal purchasing practice would be purchased in one purchase.

Generally, accepted purchasing practice interprets these definitions to mean that separating large purchases into multiple small purchases to avoid the competitive bidding process is not legal under the State statutes. Departments shall bring to the attention any material, supplies or products that are not on annual contract and for which the anticipated usage will near or exceed \$50,000.

XVI. Violations

16.1. Violations of the Competitive Bidding Statutes. Texas Local Government Code, Section 252.062 states:

(a) A municipal officer or employee commits an offense if the officer or employee intentionally or knowingly makes or authorizes separate, sequential, or component purchases to avoid the competitive bidding requirements of Section 252.021. An offense under this subsection is a Class B misdemeanor.

(b) A municipal officer or employee commits an offense if the officer or employee intentionally or knowingly violates Section 252.021, other than by conduct described by Subsection (a). An offense under this subsection is a Class B misdemeanor.

(c) A municipal officer or employee commits an offense if the officer or employee intentionally or knowingly violates this chapter, other than by conduct described by subsection (a) or (b). An offense under this subsection is a Class C misdemeanor.

16.2. Penalties for Violation. Texas Local Government Code, Section 252.063 (a) and (b) states: The final conviction of a municipal officer or employee for an offense under Section 252.062 (a) or (b) result in immediate removal from office or employment of that person. For four years after the date of the final conviction, the removed officer or employee is ineligible:

- To be a candidate for or to be appointed or elected to a public office in this state;
- To be employed by the municipality with which the person served when the offense occurred; and
- To receive any compensation through a contract with that municipality.

XVII. Excessive Surplus Property

Furniture, fixtures, equipment, or supplies, which are no longer needed by a department, become excess or surplus property. Surplus property that is irreparably broken or no longer usable for originally intended purposes shall be classified as obsolete and disposed of according to the Fixed Assets Disposition policy and procedures. Methods of disposing of city property include:

- On-line auctions
- Public auctions
- Advertisements for sealed bids
- Transfers to other governmental agencies
- Soliciting bids from sources, known to use or purchase for sale, like items
- Recycling
- Trade-in on new equipment when in the best interest of the city

Part II Contract and Procurement Administration

XVIII. Contract Management

Contract and price agreements are established to comply with the statutes where multiple departments use the same or similar products or service and/or the cumulative total of expenditures exceed \$50,000. Departments are solely liable for exercising control and tracking expenditures to avoid violating the competitive bid process on expenditures exceeding \$50,000 and determine whether an annual contract will be required.

18.1 Obligation of City and Contractor to Utilize Contract

- The contractor has an obligation to furnish all materials and/or services against the contract and the city has the obligation to order materials and/or services covered by the contract on an as needed basis from the successful contractor.
- Items that are on existing contract with a vendor should not be procured from any other vendor. This may constitute a breach of contract and may result in violations of the competitive bidding statutes.
- The contract takes precedence over all other pricing. For example, if vendor A hold the contract for office supplies, the city cannot procure said office supplies from vendor B, even though the price may be lower at the time of purchase. The city is under obligation to purchase from vendor A.

18.2 Renewal of Contract/Price Agreements. It is the responsibility of the initiating department to determine whether an option to renew should be included in any procurement process, and how many renewal options should be included. The renewal option should be structured in a manner that only the city can exercise that option, and that does not commit the city to an obligation for an indefinite or inordinate length of time. Automatic renewals are prohibited. Any legal issues that arise in connection with the inclusion or exercise of renewal options should be discussed with the City's Attorney.

- Whenever possible, annual contracts will have an option for extension for at least one (1) year. This option must be exercised prior to the completion of the annual contract and mutually ratified by both parties.
- The department(s) utilizing the item(s) on an annual contract will define the requirements and make any recommendations for extension of the contract. Departments are encouraged to fill-out vendor performance evaluation forms to assist in contract management.

- Recommendations will be based on service, delivery, quality of materials and customer service.

Departmental recommendations to renew or cancel annual contracts should occur no less than 60 days prior to expiration of the existing contract. The 60-day notice is required to allow sufficient time to notify the contractor of cancellation and to re-bid the contractor or to advise the council of the intent to renew. All renewals are at the discretion and approval of council.

18.3 Non-Performance. Non-performance is failure on the part of a vendor or consultant to fully carry out a contract in accordance with contract provisions. Examples include, but are not limited to:

- Delivery of damaged, inferior or non-bid products.
- Failure to comply with warranties.
- Failure to meet required work or delivery schedules.
- Continuous back orders that exceed specification timeliness.

If a vendor fails to cooperate with the lead department in reaching mutually satisfactory solutions to non-performance issues, the City administrator, and upon request, the City attorney will review the situation to determine:

- Whether further efforts or alternative approaches are desirable; or
- Whether termination is appropriate under the circumstances.

If the city administrator and/or the city attorney determines the vendor has violated or has failed to comply with the performance requirements of the contract, after affording the contractor reasonable time to correct the situation, and where negotiations have been of no avail, the city administrator and/or the attorney may propose to terminate the contract. If a performance bond exists, the attorney will make demand on the performance bond surety to secure alternative performance. The city attorney should be consulted in the event of any legal questions arising out of issues or determinations regarding non-performance or default on contracts and agreements. Each department has the primary responsibility for monitoring the performance of vendors providing goods or services. Reasonable professional judgment regarding the impact on city operations must be exercised when repeated deficiencies occur over extended contract periods.

18.4 Vendor Termination/Debarment Period. If a vendor is terminated for default, debarment will simultaneously occur. The effect of debarment is the vendor's removal from the vendor list and city staff's automatic recommendation to the city council or city administrator, if the debarred vendor is the low bidder

on a future bid, to reject the bid on the grounds of disqualification. Debarment does not automatically prevent a vendor from submitting a bid under State law, but it will result in a recommendation of bid rejection for non-responsibility on future bids for a stated period of time determined by the city council and/or city administrator.

XIX. Bid Proposal Specifications

A specification provides an accurate description of a particular commodity or service to be procured. The city specifications, when set forth, shall define the requirement and convey the same meaning to all parties concerned, i.e., the user, purchaser and vendor.

19.1 Characteristics of an Effective Specification

- SIMPLE. Avoid unnecessary detail, but complete enough to ensure that requirements will satisfy the intended purpose.
- CLEAR. Use terminology that is understandable to the city and bidders. Use correct spelling and appropriate sentence structure to eliminate confusion. Avoid legal-type language and jargon whenever possible.
- ACCURATE. Use units of measure that are compatible with industry standards. All quantities and packing requirements should be clearly identified.
- COMPETITIVE. Identify at least two commercially available brands, makes or models (whenever possible) that will satisfy the intended purpose. Avoid extras that could reduce or eliminate competition and increase costs.
- FLEXIBLE. Avoid inflexible specifications that may prevent the acceptance of a bid that could offer greater performance at a lower cost. Use approximate values such as dimensions, weight, speed, etc. if they will satisfy the intended purpose. If approximate dimensions are used, it should be within a 10% rule-of thumb, unless otherwise stated.

19.2 Bid Specification Development - The requesting department will prepare the initial specifications; define its requirements by function, stating how the material or equipment is to be used, and required quantities. The specifications should clearly state the minimum acceptable levels for equipment and supply items. - In certain cases, cut sheets, technical handbooks, and industry practices/standards are required to effectively describe goods or services. This should be done in such a manner as to not restrict competition or be proprietary to a specific manufacturer or supplier. The time required for developing the specifications will vary depending upon the complexity of the item(s).

19.3 Statement of Work (SOW)/Technical Specifications. The requesting department is responsible for completing a Statement of Work/Technical Specification that functionally defines the needs and requirements of the purchase. The department is responsible for ensuring that the Statement of Work (SOW) is quantified and structured in such a manner as to:

- Secure the best economic advantage for the city;
- Be clearly stated;
- Be contractually sound;
- Be unbiased and non-prejudiced toward vendors;
- Encourage innovative or alternate solutions to the requirement described; and
- Allow free and open competition to the maximum extent reasonable possible.

XX. Document Processing

20.1 Purchase Requisitions/Purchase Orders. The purchase requisition is used to inform and document the needs of a department and to identify the goods or services requested for competitive quotes, bids or proposals that will be considered as one-time purchases. Purchase requisitions (Purchase Orders) are used to procure all capital assets (fixed assets). Departments shall not manipulate the procurement process to knowingly circumvent a competitive bid process. Texas statutes have defined separate, component and sequential purchases as items that would normally be purchased at one time, and therefore shall not be split during requisition entry to avoid quotes or solicitations. Requisitions should be prepared far enough in advance so as not to create an emergency situation. This allows the department adequate time to secure or obtain competitive quotes and reasonable delivery by the vendor. All requisitions will remain open until appropriate solicitations and required council approval is accomplished.

20.2 Sufficient Funds. It is the department's responsibility to verify sufficient funds are available and/or budgeted. Budgeted accounts are the sole responsibility of the requesting department. The Purchase Order (PO) is the vendor's authorization to ship materials or provide services as specified. The PO is also a contract and is designed to control and expedite the city's procurement process. No orders are to be placed with vendors prior to the approval and issuance of a PO. The city administrator may cancel a PO upon written request from the requesting department.

20.3 Receiving of Full and Partial Shipments/Orders. Receiving records shall be precise and accurate. No payment will be process until this information is available to verify and process payment. The person receiving the goods should make every effort to inspect the goods prior to signing the delivery ticket. If visible damage to a container being delivered is detected, it should be noted on the delivery ticket. Although

damage to the contents of the package may not be seen, making this notation on the delivery ticket could make filing a claim easier, if in fact the contents are damaged. If the order is incomplete or does not match the packing slip, contact the vendor immediately.

20.4 Invoices. An invoice is an itemized statement of merchandise delivered by the vendor. Invoices are based on the purchase order and the actual delivery tickets or packing slips. Payment of an invoice can occur only if the purchase order quantity and amount match the quantity and amount of the delivery tickets or packing slips both of those must match the invoice(s) quantity and amount. The receiving department shall bring any receiving discrepancies or nonpayment's to the attention of Accounts Payable.

20.5 Payment. The City of Whitesboro complies with the Prompt Payment Act of the Local Government Code. The Prompt Payment Act ensures that companies transacting business with government agencies are paid in a timely manner. With few exceptions, the Act requires that a government agency make payment within 30 days of submission of a properly prepared invoice by a vendor.

20.6 Exemptions. The following payments and services do not require the issuance of a purchase order for payment authorization:

- o Tax payments;
- o Insurance premium payments;
- o Retirement system payments;
- o Debt service payments including Capital Leases;
- o Utility services including water, phone, electricity payments;
- o Maintenance agreements;
- o Annual contracts;
- o Payments made for employee payroll deductions;
- o Reimbursements/payments due to other agencies;
- o Contract services;
- o Customer deposit refunds; and
- o Purchases under \$500

XXI. Accounts Payable

Accounts Payable main responsibilities include:

- processing monthly recurring payments;

- paying invoices in a timely manner in order to avoid late fees and penalties; the normal vendor will be on thirty (30) day payment terms. All invoices are paid within the lesser of thirty (30) days, the discounted due date or the due date on the invoice.
- review, match and enter invoices for payment processing
- run reports for check generation and funding approval
- process and reconcile cash bonds and bond payments to other cities and agencies
- process mileage reimbursement, travel advances/reimbursement and petty cash reimbursements
- review, process and mail IRS1099 forms
- review vendor master file
- verify a current W-9 is on file for every vendor paid by the city
- reconcile accounts payable and retainage payable (when applicable)
- reconcile petty cash
- reconcile and process monthly payment of procurement card bank statement activity
- reconcile all vendor statements, invoices and receiving reports on a regular basis
- liquidate encumbrances and review open purchase order report on a regular basis
- research outstanding checks over 90 days old
- void and reissue checks as needed
- process annual accounts payable and payroll unclaimed property to the state; and
- document imaging.

GLOSSARY OF PROCUREMENT TERMS

Agreement – A properly executed and legally binding contract usually written between two or more parties, (i.e., contract or PO).

Assignment – The legal transfer of a right or property.

Award – The act of accepting a bid or proposal, thereby forming a contract between the City and a bidder/proposer.

Bid – An offer to contract with the City submitted in response to a bid invitation issued by the initiating department.

Bid Security – A bond, cashier's check, certified check or irrevocable letter of credit obtained from bidders to ensure the integrity of bids received, in recovery of City incurred costs in the event a vendor awarded a contract fails to execute the contract or provide required performance or payment of bonds, if any.

Bid Splitting – Dividing the scope, quantity, or means and methods of performance of a contract for the sole purpose of avoiding applicable competitive bidding requirements, procedures required under this policy, or proper contract award. Bid splitting is prohibited by State law. Examples of the prohibited practice include, but are not limited to: purchasing items separately that would, in normal purchasing practice, be purchased all together; purchasing items over multiple periods of time that would, in normal purchasing practice, all be purchased at the same time; making multiple purchases of component parts of an item that would, in normal purchasing practice, be purchased in one purchase.

Capital Items – Those items with a unit value in excess of \$5,000 and having a useful life of more than one year.

Change Order – Modification to an agreement, (i.e., contract or PO).

Competitive Bidding – The process of inviting and obtaining bids from competing sources in response to advertised competitive specifications.

Competitive Specifications – Specifications stated in a manner that two or more bidders can meet the specifications.

Component Purchases – Purchase of the component parts of an item that under standard purchasing practices would be procured in a single purchase.

Construction Cost – the total cost to the City for the performance of construction services or facility construction, excluding fees or other costs to the City for engineering, architectural and other consulting services, cost of land, rights-of-way, legal and administrative expenses, but including the direct cost to the City of all items required for the completed work and the total value at the project site of all labor, materials and equipment purchased or furnished for the project.

Construction Services – The following activities, excluding facility construction: (A) construction of capital improvements to City-owned real property or right-of-way, including but not limited to streets, traffic signals, signal systems or control devices, storm drainage facilities, sidewalks, alleys, water or wastewater mains or appurtenances, process plants, or other similar facilities; (B) renovation, modification, alteration, or repair of existing capital improvements upon or within City-owned real property or right-of-way; or (C) other construction, renovation, alteration, modification, or repair activities that are treated or defined under state law as public works.

Consultant – An individual or firm that provides professional, personal, or planning services of an advisory, technical or professional nature in aid of the City's planning or public works function under a professional, personal, or planning services contract. (Example: architects, engineers, urban land use planners, accountants and financial services advisors).

Contract – A written, legally enforceable agreement, including a purchase order, between the City and one or more parties to provide a product or service.

Contract Administration – Contract administration is the responsibility of the requesting department. Contract administration generally includes, but is not limited to monitoring of: correct pricing receipt, annual usage and expenditures, vendor performance and renewal options.

Contract Amendment -- An agreement to modify, alter or delete a provision, condition or compensation of an existing contract (done in the form of a supplemental agreement). The term is generally used in the context of contracts other than competitively bid contracts.

Cooperative Purchasing -- A program for qualified entities to use the purchasing resources of other governmental entities, such as Buy Board, endorsed by the Texas Municipal League (TML) -- its purpose is to obtain the benefits and efficiencies that can accrue to members of a cooperative, to comply with state bidding requirements, and to identify qualified vendors of commodities, goods and services.

Emergency Purchase -- A purchase of goods and services, as defined by State of Texas statute, such that an agency will suffer financial or operational damage unless they are secured immediately.

Facility Construction -- the construction, rehabilitation, alteration, or repair of a building or any portion of a building, the design and construction of which is governed by accepted building codes, except for construction that is specifically excluded from the definition of "facility" contained in Texas Local Government Code, Section 271.112.

Formal Bid -- A written bid submitted in a sealed envelope in accordance with a prescribed format for purchases over \$25,000.

HUB -- Historically Underutilized Business -- A certified business that is at least 51% owned, operated and controlled by the qualifying groups which include Asian Pacific Americans, Black Americans, Hispanic Americans, Native Americans, American Women and/or Service Disabled Veterans who reside in Texas and actively participate in the control, operations and management of the entity's affairs.

High Technology Items -- Equipment, goods or services of highly technical in nature, including but not limited to: information processing equipment, software and firmware used in conjunction with information processing equipment, telecommunications equipment, radio and microwave systems, electronic distributed control systems (including facility energy management systems) as well as technical services related to such equipment and goods.

Informal Bid -- An unscaled, competitive bid submitted by letter, telephone, fax, email or other means, used for purchases less than \$25,000.

Initiating/User Department – The City department that initiates, is responsible for initiating or is designated to initiate one of the procurements, contracting, or routing processes established in this policy for the purpose of obtaining or finalizing a contract for that department or other department.

Lead Department – The user department responsible for contract monitoring, planning, administering and coordinating contractual activities for a contract.

Letter of Award – Letter of notification announcing award of the contract to bidder.

Notice to Proceed – A written notice to the successful vendor to begin work on a specified date.

Offer – A proposal by one party to another, which is intended of itself to create legal relations on acceptance by the party to whom it is made.

Personal Services – Services rendered that consist of intellectual or manual labor done personally by a particular individual.

Planning Services – Services primarily intended to guide City government policy to ensure the orderly and coordinated development of the City's land areas.

Pre-bid/Proposal Conference – A conference held by City personnel with potential vendors to discuss the requirements contained in the bid or proposal documents. Conferences are held at the option of the City and are usually set at a time shortly after second advertisement.

Procurement Card ("P-card"/"Purchasing card"/"credit card") – The procurement card is a commercial credit card used for small purchases of goods and services necessary for official City business. The P-card may be issued to an individual, permanent employee and City official for purchases by the designated employee only.

Professional Services – Services rendered by a member of a recognized discipline with widely accepted standards of required study or specified attainments in special knowledge, as distinguished from mere skill.

Proposal – A document of a consultant or vendor responding to a City request for proposal or request for competitive sealed proposals, which addresses the scope of work to be performed and, when appropriate,

the cost to the City for performing same. While proposals are offers to contract, they differ from a bid in that the City may negotiate with a consultant or vendor regarding the terms of a proposal or the contract on which the proposal is based.

Proprietary – Products or services manufactured, or offered under exclusive rights of ownership, including rights under patent, copyright or trade secret law. A product or service is proprietary if it has a distinctive feature or characteristics that is not shared or provided by competing or similar products or services.

Public Bid Opening – The opening of bids at the time and place advertised in the bid invitation, in the presence of anyone who wishes to attend. Bids are read aloud.

Purchase Order – The form document, purchase order or delivery order, to authorize and make a procurement of goods at defined terms, quantities and cost. Purchase orders are generally used for one-time purchases. When purchasing goods using a purchase order, an official purchase order number must be generated and given to the vendor at the time of placing the order and before taking possession or scheduling delivery of goods.

Request for Bids ("RFB") – A publicly advertised competitive procurement process to obtain sealed bids for goods or services consistent with the formal bidding requirements of State law and the City. RFBs require written, detailed specifications or a scope of work for the goods or services sought, which specifications or scope of work are publicly advertised in the City's official newspaper and must be responded to in writing by the due date requested. The request for bids is issued on all contracts required by State law. The RFB procedures must be strictly followed, do not allow for negotiations of contract terms, and contemplate a lowest responsible or best value award.

Request for Competitive Sealed Proposals ("RFCSP") – An alternative publicly advertised competitive procurement process to obtain sealed proposals only for acquisition of high technology items, insurance purchases, and other services expressly allowed by State law to be procured through and RFCSP. The RFCSP process differs from an RFP in that the RFCSP contemplates formal evaluation of sealed proposals on the basis of specific written criteria beyond mere price, potential formal revision of sealed proposals to achieve a best and final offer, negotiation of contract terms on a confidential, fair and equitable basis, and most advantageous award.

Request for Proposals ("RFP") -- A procurement process outlining the City's needs for performance of a particular consulting, service, revenue, or similar project, its objectives, scope of work, evaluation and qualifications criteria, and other pertinent facts needed in preparing a proposal to perform the requested work for the City. Requests for proposals are issued only for consulting, service, revenue, or other similar contracts, not required by law to be procured through an RFB or an RFCSP. An RFP usually involves who is most qualified to receive a contract, as opposed to who has the lowest price. The RFP differs from an RFB in that it allows flexibility in procedure, allows negotiation of contract terms, and contemplates a most advantageous award.

Request for Qualifications ("RFQ") -- Document drafted by an initiating department defining the project scope of requested personal, professional, or planning services, which scope is used to notify consultants of the City's intent to contact and to request a written response of their interest.

Request for Quotations ("RFQ/Quotation") -- A type of bidding solicitation in which a company or organization asks outside vendors to provide a cost quote for the completion of a particular project or program. A Request for Quote is a variation of a Request for Proposal (RFP), and typically provides more information to the bidder about a project's requirements. It often requires the bidder to break down costs for each phase of the project so as to allow the soliciting company to compare different bids.

Requisition -- A written request by a department to initiate a purchase of goods and services. The requisition expresses a department's intent to fund payment to a vendor for and upon proper performance or delivery of goods or services under a purchase order or formal contract. A purchase order must be issued before ordering, taking possession or scheduling delivery of goods.

Retainage -- Retainage is a portion of the agreed upon contract price deliberately withheld until the work is substantially complete to assure that contractor or subcontractor will satisfy its obligations and complete a construction project.

Risk Assessment -- The determination of quantitative or qualitative value of risk related to a concrete situation and a recognized threat; an objective evaluation in which assumptions are clearly considered and presented.

Separate Purchases -- The procurement of items, made separately or sequentially, to avoid the competitive bidding limitations that in standard purchasing practices would be acquired in one transaction. This is considered a violation of state and local statutes.

Specification -- A concise, detailed description of an item(s) required by the City and the minimum requirements of the vendor and provides the basis for acceptance and award.

Vendor -- A business or individual that sells goods, services, or both in return for payment.

Vendor Master List -- A master register, maintained by Accounts Payable, of vendors and consultants who have expressed an interest in doing business with the City, who have done business with the City, or who are currently doing business with the City.

EXHIBIT I
CONFLICT OF INTEREST QUESTIONNAIRE
FORM CIQ

Required for vendor or other person doing business with a local government entity.

This questionnaire is being filed in accordance with Chapter 176 of the Local Government Code by a person doing business with a governmental entity. By law this questionnaire must be filed with the records administrator of the local government no later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code. A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor. Attach additional pages to this Form CIQ as necessary.

1. Name of person doing business with local government entity
2. ☐ Check here if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority no later than September 1 of the year for which the activity described in Section 176.006(a), Local Government Code, is pending and no later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)
3. Name of each employee or contractor of the local governmental entity who makes recommendations to a local government officer of the governmental entity with respect to expenditures of money AND describe the affiliation or business relationship.
4. Name of each local government officer who appoints or employs local government officers of the governmental entity for which this questionnaire is filed AND describe the affiliation or business relationship.

Conflict of Interest Questionnaire Form CIQ (Continued) Required for vendor or other person doing business with a local government entity.

5. Name of local government officer with whom filer has affiliation or business relationship.
(Complete this section only if the answer to A, B, or C is YES)

This section, item 5 including subparts A, B, C & D, must be completed for each officer with whom the filer has an affiliation or other relationship. Attach additional pages to this Form CTQ as necessary.

Please circle yes or no.

A. Is the local government officer named in this section receiving or likely to receive taxable income from the filer of the questionnaire? YES NO

B. Is the filer of the questionnaire receiving or likely to receive taxable income from or at the direction of the local government officer named in this section AND the taxable income is not from the local governmental entity? YES NO

C. Is the filer of this questionnaire affiliated with a corporation or other business entity that the local government officer serves as an officer, or holds an ownership of ten (10) percent or more? YES NO

D. Describe each affiliation or business relationship

6. Name, title and signature of person doing business with the governmental entity:

Date: _____

EXHIBIT II
Check/Reimbursement Request Form

Paid by Check No: _____ Dept: _____

Date of Check: _____ Budgeted: _____ Yes _____ No

Date of Request: _____ Budget Account No.: _____

Amount of Check: _____ Budget Account: _____

Pay to the order of: _____

City _____ State _____ Zip _____

For: _____

Print: _____

Person Requesting Check

Signature: _____

Person Requesting Check

Approval: _____

Department Head Signature

Approval: _____

City administrator

Notes: _____

EXHIBIT III
HISTORICAL UNDERUTILIZED BUSINESS (HUB) PROGRAM

(To be completed only when applicable)

Minority and/or Woman-Owned Business Enterprises are encouraged to participate in the City of Whitesboro's procurement process. The City of Whitesboro recognizes the certification of the State of Texas Building and Procurement Commission Historical Underutilized Business (HUB) Program. All companies seeking information concerning certification are urged to contact:

State of Texas HUB Program Texas Building and Procurement Commission P.O. Box 13047 Austin, TX 78711-3047 <http://www.window.state.tx.us/procurement/prog/hub>

In order to be identified as a Qualified Minority and/or Woman-Owned Business Enterprise in the City of Whitesboro, this form, along with a copy of your certification, must be returned to the City. You should return these documents with this response, if you have already submitted this form and a copy of your certification, it is not necessary to resend certification. If you meet the criteria and are not currently certified, you may contact the agency above for instructions to be certified. Upon receipt of certification, you may then return this form and a copy of your certification to the City of Whitesboro.

COMPANY NAME: _____

REPRESENTATIVE: _____

ADDRESS: _____

CITY, STATE, ZIP: _____

EMAIL: _____

TELEPHONE NO: _____

FAX NO: _____

INDICATE ALL THAT APPLY

_____ Minority Owned Business Enterprise

_____ Woman-Owned Business Enterprise

EXHIBIT IV

EXAMPLE OF COOPERATIVE AGREEMENT/COOPERATIVE PURCHASING FORM

Should other government entities decide to participate in this contract, would you, the Vendor, agree that all terms, conditions, specifications, and pricing would apply?

YES _____

NO _____

If you, the vendor checked yes, the following will apply: Government entities utilizing Intergovernmental Contracts with the city will be eligible, but not obligated, to purchase materials/services under this contract(s) awarded as a result of this bid. All purchases by governmental entities other than the City of Whitesboro will be billed directly to that governmental entity and paid by that governmental entity. The City of Whitesboro will not be responsible for another governmental entity's debts. Each governmental entity will order its own materials/services as needed.

BY SIGNING BELOW, YOU SIGNIFY THAT YOU HAVE READ THE ABOVE COOPERATIVE PURCHASING GUIDELINES AND AGREE TO THE TERMS AND CONDITIONS THEREIN.

Company Name and Address

Federal ID Number (TIN) _____

Or SSN _____

Telephone No _____

Fax No. _____

Company's Authorized Personnel:

Name/Title & Signature

Date _____

Email address _____

EXHIBIT V
SINGLE SOURCE JUSTIFICATION DOCUMENT

Preparation Instructions: The appropriate department representative must complete the single source form below and forward to their Department Head, or designee, for approval. Upon approval, attach the sole source justification document with requisition/purchase order for review and final approval by the City Council. Use additional sheets if necessary.

1. What unique features or capabilities does the product or service offer the City?
2. Why are these unique features or characteristics essential and necessary to meet the City's needs?
3. What research has been performed to ensure that no other source is capable of fulfilling the requirement? For instance, list other products or services tested or used and indicate why they are not acceptable.
4. What steps are being taken to foster competition in future purchases of this product or service?

Approved:

Department Head or designee

Date

City administrator

Date

EXHIBIT VI
INSURANCE REQUIREMENTS

Each contract will be reviewed by the City attorney to consider the specific liability and cost recovery issues that could arise and may be associated in the event of contractor default during the bidding and performance phases of a specific contract.

INSURANCE REQUIREMENTS (IN THE MINIMUM OF)

The successful bidder shall submit evidence of required insurance on an original certificate no later than fifteen (15) working days following bid award notification. Failure to submit the required document(s) may result in rescinding the award. The bid may thereafter be awarded to the next best value bidder. A certificate of insurance is not required at the time of the bid. However, an insurance certificate is required to be on file prior to the start of any work. The following insurance levels are minimums, typically applied in smaller contracts. Larger contracts will require higher levels of insurance depending on the amount and nature of the contract. Depending on the type of contract, other forms of insurance may also be required (for example, umbrella/excess insurance, errors and omissions insurance, builder's risk, etc.) These determinations will be made by the City Administrator after consultation with the City Attorney.

1. Commercial General Liability: \$500,000 per occurrence, \$500,000 products/completed operations and \$1,000,000 general aggregate for bodily and personal injury and property damage. This policy shall have no coverage removed by exclusions.

2. Automobile Liability: \$500,000 combined single limit per accident for bodily injury and property damage.

3. Workers' Compensation and Employer's Liability: Statutory. Employers Liability policy limits of \$100,000 for each accident, \$500,000 policy limit - Disease.

4. Professional Liability Insurance: Contractor shall obtain and maintain at all times during the prosecution of the work under this Agreement a professional liability insurance.

Limits of liability shall be \$1,000,000 per claim. Contractor shall maintain this policy for a period of four (4) years after the completion of the project or shall purchase extended reporting period or

"tail" coverage insurance. A tail coverage insurance is a malpractice insurance rider or supplement to a claims made policy that provides coverage for an incident that occurred while the insurance was in effect but was not filed by the time the insurer-policy holder relationship terminated.

Other Insurance Provisions:

1. The City, its officials, employees and volunteers shall be named as an additional insured with a waiver of subrogation in favor of the City on the Commercial General Liability and Automobile liability insurance policies. These insurance policies shall contain the appropriate additional insured endorsement signed by a person authorized by that insurer to bind coverage on its behalf.
2. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice has been provided to the City. If the policy is canceled for non-payment of premium, only ten (10) days notice is required.
3. Insurance is to be placed with insurers with an A.M. best rating of no less than A:VII. The company must also be duly authorized to transact business in the State of Texas.
4. Workers' Compensation and Employer's Liability Coverage: The insurer shall agree to waive all rights of subrogation against the City, its officials, employees and volunteers for losses arising from the activities under this contract.
5. Certificates of insurance and endorsements effecting coverage required by this clause shall be forwarded to the initiating department and must remain with procurement documents for records retention purposes.

Other Insurance Requirements: Workers' Compensation Insurance Coverage:

A. Certificate of Coverage ("certificate") - A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83 or TWCC84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project. Certificates of insurance for policies other than workers comp or automobile liability must show that the City is an additional insured and that the policy may not be cancelled without prior notice to the City.

B. Duration of the project - Includes the time from the beginning of the work on the project until the contractor's/person's work on the project has been completed and accepted by the city.

C. Persons providing services on the project includes all persons or entities performing all or part of the services the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner operators, employees of any such entity, or employees of any entity, which furnishes person to provide services on the project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries and delivery of portable toilets.

D. The contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the contractor providing services on the project, for the duration of the project.

E. The contractor must provide a certificate of coverage to the city prior to beginning work on the contract.

F. If the coverage period shown on the contractor's current certificate of coverage ends during the duration of the project, the contractor must, prior to the end of the coverage period, file a new certificate of coverage with the city showing that coverage has been extended.

G. The contractor shall obtain from each subcontractor/supplier providing services on a project, and provide to the city:

- a. A certificate of coverage, prior to that person beginning work on the project, so the city will have on file certificates of coverage showing coverage for all persons providing services on the project; and
- b. No later than seven (7) days after receipt by the contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.

c. The contractor shall retain all required certificates of coverage for the duration of the project and for one (1) year thereafter.

d. The contractor shall notify the city in writing by certified mail or personal delivery within ten (10) days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.

e. The contractor shall post on each project site a notice, in the text form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

f. The contractor shall contractually require each person with whom it contracts to provide services on a project to:

1. Provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets statutory requirements of Texas Labor Code, Section 401.011(44) for all of its employees providing services on the project, for the duration of the project;

2. Provide to the contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project;

3. Provide the contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

4. Obtain from each person with whom it contracts, and provide to the contractor, a certificate of coverage, prior to the person beginning work on the project; and a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

5. Retain all required certificates of coverage on file for the duration of the project and for one (1) year thereafter;

6. Notify the city in writing by certified mail or personal delivery, within ten (10) days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and

7. Contractually require each person with whom it contracts, to perform as required by paragraphs (1-7) with the certificates of coverage to be provided to the person for whom they are providing services.

H. By signing the contract and providing a certificate of coverage, the contractor is representing to the city that all employees of the contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

I. The contractor's failure to comply with any of these provisions is considered a breach of contract by the contractor which entitles the city to declare the contract void if the contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the city. Other Insurance Considerations:

1. Any of the insurance policies required by the city may be written in combination with any of the other, where legally permitted, but not of the specified limits may be lowered thereby.
2. Companies issuing the insurance policies and contractor shall have no recourse against the city for payments or any premiums, or assessments for any deductible, as all such premiums are the sole responsibility and risk of contractor.
3. Approval, disapproval or failure to act by the city regarding any insurance supplied by contractor (or any subcontractors) shall not relieve contractor of full responsibility or liability for damages and accidents as set forth in the Contract documents. Neither shall the insolvency or denial of liability by the insurance company exonerate contractor from liability.
4. All liability policies required herein, shall be written with an "occurrence" basis coverage trigger.

EXHIBIT VII
SPECIFICATION CHECKLIST

A. Is the specification clear and concise to both the vendor and the purchaser? Specifications should be as simple as possible to ensure exactness but written so that loopholes will not allow a bidder to evade any of the provisions, thereby taking advantage of competitors and the City. Misunderstandings are expensive and often result in re-bids.

B. Is the specification identified with a specification or standard that is well known? Have required features or characteristics been identified? Are acceptable alternatives listed?

C. Can the specification be verified? The specification should describe the method of verification that will govern the acceptance or rejection. A specification that cannot be verified is of little value.

D. Does the specification have reasonable tolerances? Extreme precision is expensive.

E. Is the specification as fair as possible to all participating vendors?

F. Is the specification written to allow open competition by several vendors?

G. Has the end use of the item or service been described?

H. Are all stated requirements necessary for the intent of the specification?

I. Has the user researched all possible sources of the item or service? If, after the search, only one item or service provider is deemed acceptable, has all required documentation, rationale and support been gathered and submitted for the bid file?

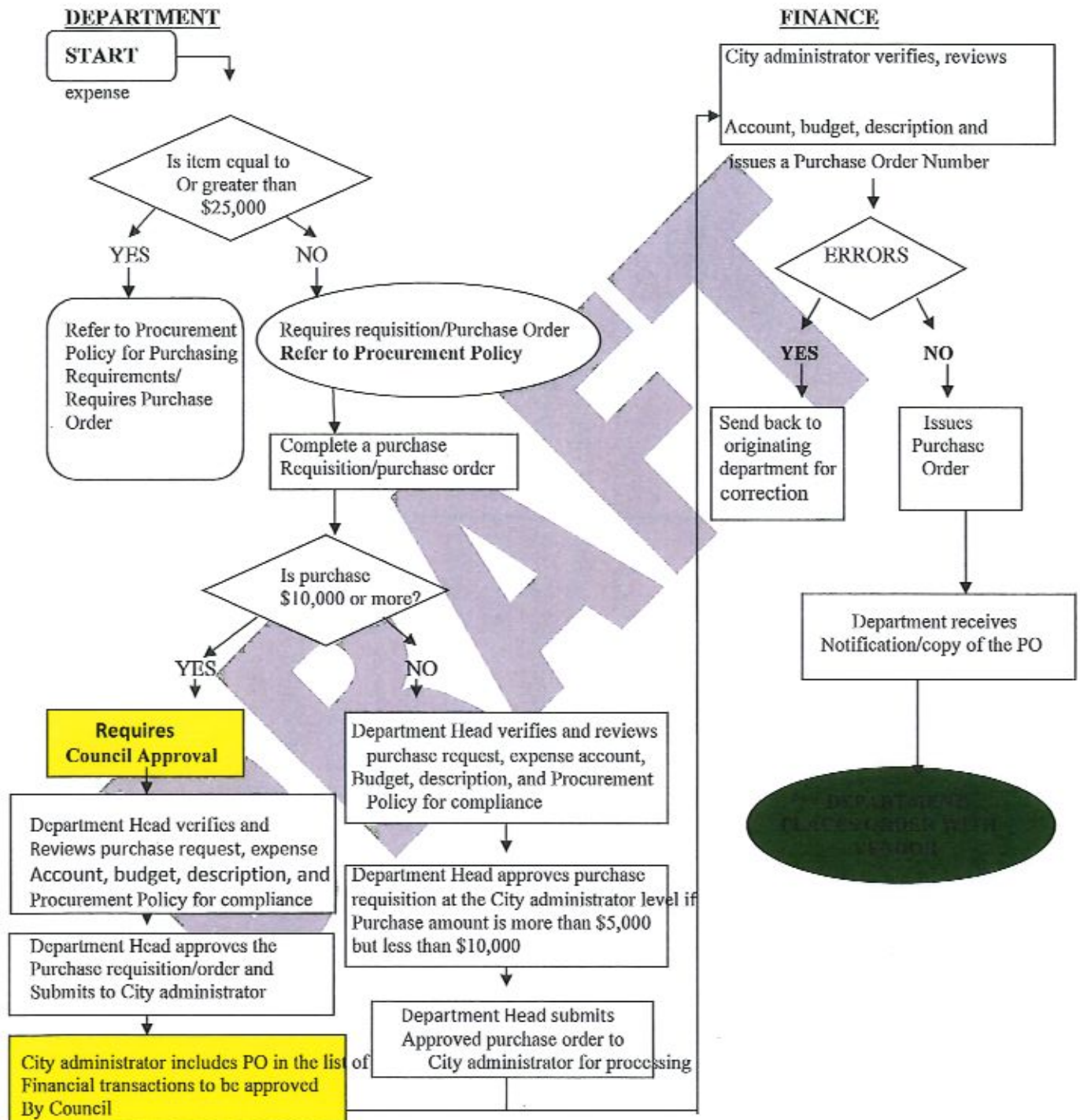
J. Is the format of the specification simple and logical?

K. Is the specification legible?

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EXHIBIT VIII

PURCHASE REQUISITION/PURCHASE ORDER PROCESS FLOWCHART



***DEPARTMENTS DO NOT HAVE THE AUTHORITY TO ORDER DIRECTLY FROM A VENDOR WITHOUT A PURCHASE ORDER. - EXCEPTIONS:

1. FOR P-CARD PURCHASES - REFER TO P-CARD POLICY AND PROCEDURES.
2. FOR EMERGENCY PURCHASES REFER TO THE PROCUREMENT POLICY FOR PROCEDURES.
3. PURCHASES UNDER \$500 OR ALREADY APPROVED THROUGH THE BUDGET PROCESS.

**EXHIBIT IX
GENERAL SERVICES CONTRACT**

This Contract (Contract) is made between the City of Whitesboro, Texas (City), and Contractor. The City and Contractor agree to the terms and conditions of this Contract, which consists of the following parts:

- I. Summary of Contract Terms
- II. Standard Contractual Provisions
- III. Special Terms and Conditions
- IV. Contract Attachments
- V. Signatures

I. Summary of Contract Terms Contractor:

Description of Services:

Maximum Contract Amount:

Length of Contract:

Effective Date:

Expiration Date:

II. Standard Contractual Provisions

A. Definitions

Contract means this Standard Services Contract.

Services means the services for which the City solicited bids or received proposals as described in this Contract.

B. Services and Payment

Contractor will furnish Services to the City in accordance with the terms and conditions specified in this Contract. Contractor will bill the City for the Services provided at intervals of at least 30 days, except for the final billing. The City shall pay Contractor for the Services in accordance with the terms of this Contract, but all payments of interest on overdue amounts, are subject to the applicable provisions of Chapter 2251 of the Texas Government Code. The City reserves the right to modify any amount due to the contractor presented by invoice to the City if necessary to conform the amount to the terms of the Contract and Chapter 2251 of the Texas Government Code.

C. Termination Provisions

- (1) City Termination for Convenience. Under this paragraph, the City may terminate this Contract during its term at any time for the City's own convenience where the Contractor is not in default by giving written notice to Contractor. If the City terminates this Contract under this paragraph, the City will pay the Contractor for all services rendered in accordance with this Contract to the date of termination.
- (2) Termination for Default. Either party to this Contract may terminate this Contract as provided in this paragraph if the other party fails to comply with its terms. The party alleging the default shall give the other party written notice of the default citing the terms of the Contract that have been breached and what action the defaulting party must take to cure the default. If the party in default fails to cure the default as specified in the notice, the party giving the notice of default may terminate this Contract by written notice to the other party, specifying the date of termination. Termination of this Contract under this paragraph does not affect the right of either party to seek remedies for breach of the Contract as allowed by law, including any damages or costs suffered by either party. However, this provision is not intended to and does not act as a waiver of the City's sovereign immunity.
- (3) Multi-Year Contracts and Funding. If this Contract extends beyond the City's fiscal year in which it becomes effective or provides for the City to make any payment during any of the City's fiscal years following the City's fiscal year in which this Contract becomes effective and the City fails to appropriate funds to make any required Contract payment for that successive fiscal year, then this Contract automatically terminates at the beginning of the first day of the City's successive fiscal year of the Contract for which the City has not appropriated funds or otherwise provided for funds to make a required payment under the Contract. (Section 5, Article XI, Texas Constitution) It is expressly understood and agreed that the City shall have the right to terminate the agreement at the end of any City fiscal year if the governing body of the City does not appropriate funds sufficient to continue the contract. The City may execute such termination by giving the Contractor a written notice of termination at the end of the City's then-current fiscal year.

- D. Liability and Indemnity. Contractor shall indemnify, hold harmless and defend the City, its officers, agents, and employees from and against any and all suits, actions, legal

proceedings, claims, demands, damages, costs, expenses, attorneys' fees and any and all other costs or fees (whether sounding in constitutional law, tort, contract, or property law, or raised pursuant to local, state or federal statutory provision), arising out of the performance of the Contract and/or arising out of a willful or negligent act or omission of the Contractor, its officers, agents, and employees. It is understood and agreed that the Contractor and any employee or subcontractor of the Contractor shall not be considered an employee of the City. The Contractor shall not be within the protection or coverage of the City's workers' compensation insurance, health insurance, liability insurance or any other insurance that the City from time to time may have in force and effect. The City specifically reserves the right to reject any and all of Contractor's employees, representatives or subcontractors and/or their employees for any cause, should the presence of any such person on City property or their interaction with City employees be found not to be in the best interest of the City, be found to be harassing to any City employee or third person, or is found to interfere with the effective and efficient operation of the City or the City's workplace.

- E. **Liens.** Contractor 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 or as a result of this Contract. At the City's request, the Contractor and all subcontractors shall provide a proper release of any and all liens, or satisfactory evidence of freedom from all liens shall be delivered to the City.
- F. **Confidentiality.** Any provision of this Contract that attempts to prevent the City's disclosure of information that is subject to disclosure under federal or Texas law or regulation, court or administrative decision or ruling, regardless of the source is invalid. (Chapter 552, Texas Government Code).
- G. **Tax Exemption.** The City is not liable to Contractor for any federal, state or local taxes for which the City is not liable by law, including state and local sales and use taxes (Section 151.309 and Title 3, Texas Tax Code) and federal excise tax (Subtitle D of the Internal Revenue Code). Accordingly, those taxes may not be added to any item purchased for consumption by the City. Fuel purchased for resale shall include Federal Excise Tax under IRC Section 4081 and Texas Motor Fuel Tax if required under the Texas Tax Code Chapter 162. Texas limited sales tax exemption certificates will be furnished upon request.

Contractor shall not charge for said taxes on purchases for consumption by the City. If billed, the City will remit payment less sales tax.

II. Assignment. The Contractor shall not assign this Contract without the prior written consent of the City.

L. Law, Venue and Limitations. This Contract is governed by the laws of the State of Texas and a lawsuit may only be prosecuted on this Contract in a court of competent jurisdiction located in or having jurisdiction in Lynn County, Texas. Any provision in this Contract that establishes a limitations period that does not run against the City by law or that is shorter than two years is void. (Sections 16.061 and 16.070, Texas Civil Practice & Remedies Code).

J. Sovereign Immunity. Any provision of this Contract that seeks to waive the City's immunity from suit and/or immunity from liability is void unless agreed to by specific acknowledgement of the provision within the Contract.

K. Entire Contract. This Contract represents the entire Contract between the City and the Contractor and supersedes all prior negotiations, representations, or contracts, either written or oral. This Contract may be amended only by written instrument signed by both parties.

I. Independent Contractor. Contractor shall perform the work under this Contract as an independent contractor and not as an employee of the City. The City has no right to supervise, direct, or control the Contractor or Contractor's officers or employees in the means, method, or details of the work to be performed by Contractor under this Contract. The City and Contractor agree that the work performed under this Contract is not inherently dangerous, that Contractor will perform the work in a workmanlike manner, and that Contractor will take proper care and precautions to insure the safety of Contractor's officers and employees.

M. Dispute Resolution Procedures. The Contractor and City desire an expeditious means to resolve any disputes that may arise between them regarding this Contract. If either party

disputes any matter in relation to this Contract, the parties agree to try in good faith, before bringing any legal action, to settle the dispute by submitting the matter to mediation before a third party who will be selected by agreement of the parties. The parties will each pay on behalf of the mediator's fees.

N. Severability. If a court finds or rules that any part of this Contract is invalid or unlawful, the remainder of the Contract continues to be binding on the parties. III. Special Terms or Conditions.

III. Additional Contract Documents. The following specified documents attached to this Contract are part of this Contract, except as follows: any provision contained in any of the Contractor's Additional Contract Documents specified below that conflicts with a Contract provision.

- a. Contractor's Additional Contract Document: 1. Insurance Certificate
- b. City's Additional Contract Documents:
 - i. Technical Specifications and Bid Documents
 - ii. Policy for Bidding Projects V. Signatures.

By signing below, the parties agree to the terms of this Contract:

CITY OF WHITESBORO:

CONTRACTOR:

Julie Arrington, City Administrator

Title: _____

Date

Date

Attest: City Secretary



Agenda Item: Discussion only on amending the Fiscal Year 2023-2024 Budget.

Date: February 6, 2024

There have been several discussions on a budget amendment over the last couple of months. This is the first of two that I am proposing. This amendment focuses on the format of the budget including the changes, additions, and deletions of line items. I have provided a document that outlines these changes and the budget with the changes already made. Last meeting, we discussed changes to the Funds for clarity of the expenses. I cannot facilitate those changes until after the bank accounts are set up. Councilmember Meals requested I discuss these changes with the Auditors. They are good with all the proposed changes and requested I have detailed notes for them regarding the changes when they begin their audit.

There are monetary items in the Capital Improvement Funds that will change prior to the end of the year. They have not been completed so the actual cost of financing the larger projects is an unknown. Estimated numbers have been put in the line items place.

In April, staff and I will bring you the second amendment to cover the updated revenues and expenses with the updated funds and expenses in the capital improvement funds. Then we can begin our work on next years budget.

ORDINANCE NO. 1219

AN ORDINANCE OF THE CITY OF WHITESBORO, TEXAS, AMENDING THE BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2023 AND ENDING SEPTEMBER 30, 2024; AMENDING APPROPRIATIONS; AUTHORIZING THE APPROPRIATE CITY OFFICIALS TO TAKE ACTION NECESSARY TO ACCOMPLISH SAME; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on September 5, 2023, the City Council of the City of Whitesboro, Texas, passed, adopted and approved the City of Whitesboro, Texas, General Budget for the fiscal year beginning October 1, 2023 and ending September 30, 2024 ("Fiscal Year 2023-2024"); and

WHEREAS, Section 102.010 of the Local Government Code authorizes the City Council of the City of Whitesboro to make changes in the Fiscal Year 2023-2024 budget for municipal purposes;

WHEREAS, in accordance with state law, the City Council is of the opinion that the budget should be amended.

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

SECTION 1. The facts and recitations set forth in the preamble of this Ordinance are hereby found to be true and correct.

SECTION 2. The General Budget of the City of Whitesboro, Texas, for Fiscal Year 2023-2024, be and is hereby amended as set forth in Exhibit "A," which is attached hereto and incorporated herein by reference.

SECTION 3. The appropriate officials are hereby authorized and directed to take those steps necessary to accomplish such amendment and to cause the same to be duly reflected in the records of the City. Upon approval of the amended budget as provided for herein, the budget officer of the City shall file a true and certified copy thereof with the County Clerk of Grayson County, Texas.

SECTION 4. This ordinance shall be and is hereby cumulative of all other ordinances of the City of Whitesboro, Texas and this Ordinance shall not operate to repeal or affect any such other ordinances except insofar as the provisions thereof might be inconsistent or in conflict with the provisions of this Ordinance, in which such event conflicting provisions of this Ordinance, in which such event conflicting provisions, if any, in such other ordinance or ordinances are hereby repealed.

SECTION 5. If any section, subsection, sentence, clause, or phrase of this Ordinance shall for any reason be held to be invalid, such decision shall not affect the validity of the remaining portions of this Ordinance.

SECTION 6. This Ordinance shall become effective and shall be in full force and effect from and after the date of passage and adoption by the City Council of the City of Whitesboro, Texas, and upon application of law.

PASSED AND ADOPTED by the City Council of the City of Whitesboro, Texas this 6th day of February, 2024.

APPROVED:

Mayor

ATTEST:

City Secretary

APPROVED AS TO FORM:

City Attorney

2023-24 FY ANNUAL BUDGET

Amended

This coversheet is submitted in compliance with Chapter 102 of the Texas Local Government Code;

This budget will raise more total property taxes than last year's budget by \$186,996.11 which is a 9.384% increase, and of that amount \$ 37,696.38 is tax revenue to be raised from new property added to the tax roll this year.

Property Taxes

Previous Year Rate	0.381
2023-24 Adopted Rate	0.399
2023-24 No-New Revenue Rate	0.345
2023-24 Voter Approval Rate	0.399
2023-24 De Minimus Rate	0.522

Council Record Vote

Colby Meal		John Moore	
Carla Woolsey		Stacy Miles	
Ben Edwards			

Annual Budget Fiscal Year October 1, 2023 thru September 30, 2024



MAYOR
David Blaylock

MAYOR PRO-TEM
Ben Edwards, District

COUNCIL MEMBERS
Colby Meals
Carla Woolsey
John Moore
Stacy Miles

CITY ADMINISTRATOR
Julie Arrington

STAFF

Teresa Nino	City Secretary
Rachael Dockery	Municipal Judge
Steve Pinkston	Fire Chief
Dalton Fallaw	Code Enforcement/Building Official
Bradley Williams	Public Works
Shane Scarbrough	Electricity
Kyle Maynard	Purchasing Agent/Street Director
Lara Blair	Library Director
Penny Renfro	Parks and Recreation Director
Mike Corbett	Mechanic

CITY ATTORNEY
David Berman
Nichols & Jackson, LLP

CITY ENGINEER
Craig Kerkopf
Birkhoff, Hendricks &
Carter, LLP

August 1, 2023

Dear Mayor and Members of the City Council:

In accordance with the Texas Local Government Code the annual budget for the fiscal year beginning October 1, 2023 and ending September 30, 2024 has been submitted for your consideration. The budget, as filed with the City Secretary, presents in summary form revenues and expenditures for each of the funds. Due to the transition of Administration, the Budget was begun by Councilmember Meals and finalized by the Interim City Administrator. The budget was discussed with City Council in a couple of work sessions and has been presented formally at a public hearing in September.

The Fiscal Year 2023-2024 Adopted Budget is structurally balanced and supports sound fiscal and operational policies. It is a strategic policy document that aligns financial and employee resources with the City of Whitesboro. It provides for investments in safety, employees, transparency, development, and recognizes community partnerships. In governance policy terms it is a "means" document that outlines staff's strategies and tactics to accomplish the vision or "ends" articulated by you, as the governing body, representing the residents/owners of Whitesboro.

Philosophy

The Annual Operating Budget is based on staff's understanding of Council's vision and plans for future development for the city. These elements include:

- Infrastructure Development – Whitesboro has begun the engineering and designing of a 500,000 gallon elevated water tower. It is anticipated Council will formally accept the design during the first quarter of the Fiscal Year 2023-2024. City Council has also begun the design and engineering of the rehabilitation of Texoma Dr. It is anticipated the design will be accepted the first month of the new budget cycle. The Interim City Administrator has been discussing finance options with the City's financial manager for the purchase of a new screw press at the wastewater treatment facility. The Texas Department of Transportation Downtown Sidewalk project is completed with only a few punch items remaining.
- Community Engagement – Once again this year the City of Whitesboro is a contributor and supporter of the Annual Peanut Festival in October. The city has a solid Facebook presence with 322 followers on the page. The Facebook page will be more active this year and will be a great way to involve community engagement. Council understands the importance of community engagement and transparency.
- Economic Development – The City of Whitesboro has both a Type A and Type B Economic Development Corporation. Prior to the interim's arrival the Corporations have begun reorganizing and creating more ways to assist the community. However, with the anticipated growth and the need for more water storage to facilitate this growth, the Corporations have pledged any help the city may need to assist with the elevated water tower expansion project.



- Regional Coordination – Whitesboro has a good working relationship with Grayson County. A few of the Departments are working to build relationships with the neighboring Cities of Gainesville, Sherman, Sadler, Southmayd, and Tioga. The Whitesboro Fire Department provides services to these entities when needed. The Whitesboro Police Department provides support and services to Grayson County when needed.

Leadership

Leadership rests on two components:

- City Council for governance leadership
- City administration and senior staff for the staff and organizational leadership

Strategies and Tactics

These strategies were identified to ensure that the FY2023-2024 Budget meets today's needs and positions the City of Whitesboro for a positive financial future. The focus has also been to develop a spending plan that is attentive to tax rate management.

The strategy and tactics employed by city staff will be focused in six areas:

1. **Delivery of Services** – The focus on delivery of service fall into three (3) areas: Customer Service, Procedures, and Training.
2. **Infrastructure Development** – the focus on infrastructure falls into six (6) areas: Water, Wastewater, Distribution and Collections, Electricity, Streets and Drainage, and Asset Management.
3. **Planning and Development** – The largest component to Whitesboro's planning & development is the elevated water tower. This will take approximately two years from design to completion. However, to work with the current development and planning for the city a new Building Inspector has been hired and a permit tech position has been added at the direction of Council. This will offer a consistent set of accountability measures for all developers and construction managers.
4. **Economic Development** – The Economic Development Director will continue to meet with developers and potential market leads in an attempt to make Whitesboro an attractive place to live, work and play.
5. **Human Resources** – Staff and Council will review and update the Human Resource Employee handbook. An on boarding/off boarding procedure and checklist will be created to help streamline the process.
6. **Financial Responsibility**– The staff will train on the general accepted accounting principles for municipalities. Staff and Council will develop a Financial Policy that will be utilized completely for all purchases large and small.



Summary

The Fiscal Year 2023-24 Annual Operating Budget for the City of Whitesboro addresses the priorities identified during the development of the Budget and through staff's understanding of Council's vision and plans for future development.

I appreciate the on-going discussions and feedback over the past month. It has been essential in the preparation of the propose budget document. I also want to thank staff for their dedication, diligence and fiscal accountability in providing services to the citizens of the community.

Sincerely,

Julie Arrington, MPA, TRMC, CPO
Interim City Administrator

BUDGET SUMMARY

ALL FUNDS



GENERAL FUND -- Revenue (106)

106	Description	FY22 Amount	FY23 Budget	FY23 YE Estimate	FY24 Proposed
TAXES					
5110	Property Tax	\$1,122,866.00	\$1,200,000.00	\$1,300,661.98	\$1,312,609.00
5111	Delinquent Tax	\$ 8,643.00	\$ 16,000.00	\$ 17,269.00	\$ 19,053.93
5112	Franchise Payments	\$ 71,099.00	\$ 72,000.00	\$ 87,524.18	\$ 87,524.18
5113	EDC	\$ 707,979.00	\$ 818,750.00	\$ 832,132.06	\$ 870,000.00
5120	Sales Tax	\$ 960,519.00	\$ 826,000.00	\$1,011,411.35	\$1,244,035.96
5121	Property Tax Relief	\$ 240,130.00	\$ 206,250.00	\$ 210,710.89	\$ 210,750.00
5123	Mixed Beverage Tax	\$ 1,242.00	\$ 1,400.00	\$ 1,520.17	\$ 1,520.17
5130	Penalty and Interest	\$ 8,260.00	\$ 5,000.00	\$ 8,233.88	\$ 8,200.00
5131	Penalty & Interest	\$ 4,260.00	\$ 6,000.00	\$ 6,767.77	\$ 6,970.80
5133	Tax Attorney Fees	\$ 3,643.00	\$ 3,000.00	\$ 4,151.80	\$ 4,276.35
Total Revenue		\$3,126,640.00	\$2,952,400.00	\$3,280,382.88	\$3,464,940.40
LICENSE & PERMITS					
5210	Animal License	\$ 675.00	\$ 450.00	\$ 115.00	\$ 150.00
5220	Occupational Licenses	\$ 14,816.00	\$ 10,000.00	\$ 16,800.29	\$ 17,000.00
5225	Alcohol Permit	\$ 1,485.00	\$ 3,000.00	\$ 1,822.50	\$ 1,822.50
5230	Alarm System Permit	\$ 1,966.00	\$ 2,000.00	\$ 1,900.00	\$ 2,000.00
5260	Building Permit Fees	\$ 107,172.00	\$ 100,000.00	\$ 171,195.96	\$ 256,793.94
Total Revenue		\$ 128,212.00	\$ 116,450.00	\$ 191,833.75	\$ 277,766.44
CHARGES FOR SERVICES					
5410	Cemetery	\$ 49,750.00	\$ 25,000.00	\$ 22,250.00	\$ 23,000.00
5411	Cemetery Filing Fees	\$ 695.00	\$ 1,000.00	\$ 435.00	\$ 500.00
5417	Shelter Inbound Fee	\$ 885.00	\$ 2,000.00	\$ 345.00	\$ 500.00
5420	Pool Admission	\$ 22,065.00	\$ 20,000.00	\$ 15,742.10	\$ 20,000.00
5425	Swim Lessons	\$ 15,937.00	\$ 15,000.00	\$ 13,212.00	\$ 13,500.00
5430	Pool Concessions	\$ 10,584.00	\$ 9,000.00	\$ 7,524.00	\$ 9,500.00
5435	Athletic Income	\$ 39,228.00	\$ 35,000.00	\$ 48,209.00	\$ 57,850.80
5440	P & R Revenue	\$ 16,603.00	\$ 15,000.00	\$ 14,794.44	\$ 15,600.00
5460	Game Room Revenue	\$ 153.00	\$ 1,000.00	\$ 48.95	\$ 50.00
5480	Library County Subsidy	\$ 2,993.00	\$ 2,960.00	\$ 2,960.00	\$ 2,960.00
5493	P & Z Variance Req	\$ 3,165.00	\$ 4,000.00	\$ 1,400.00	\$ 2,000.00
5494	VENOCO, LLC/Main Alarm	\$ 5.00	\$ -	\$ 85.00	\$ -
5495	Fire Contract Grayson Co	\$ 30,523.00	\$ 30,523.00	\$ 30,523.00	\$ 30,900.00
5496	Ambulance Subsidies	\$ 23,854.00	\$ 20,400.00	\$ 296.03	\$ -
Total Revenue		\$ 216,140.00	\$ 189,883.00	\$ 167,824.52	\$ 184,950.80
FINES & FORFEITURES					
5510	Library Fines	\$ 819.00	\$ 1,000.00	\$ 100.00	\$ 100.00
5570	City Fines	\$ 133,144.00	\$ 126,000.00	\$ 234,218.94	\$ 240,000.00
Total Revenue		\$ 133,963.00	\$ 126,000.00	\$ 234,318.94	\$ 240,100.00
OTHER REVENUE					
5608	WEDCOM/DC Improvements	\$ 131,065.00	\$ 336,000.00	\$ -	\$ -
5611	Library Donations	\$ 75.00	\$ -	\$ 310.10	\$ 300.00
5614	Oakwood Cemetery Donation	\$ 300.00	\$ 100.00	\$ 300.00	\$ 100.00
5617	Property Lease	\$ 74,638.00	\$ 75,047.00	\$ 75,193.78	\$ 75,193.78
5618	Court Collection	\$ 5,628.00	\$ 4,000.00	\$ 12,732.61	\$ 13,500.00



5622	Tx Revenue Recovery Assoc	\$ 43.00	\$ -	\$ -	\$ -
5623	Tina Warrant Sold	\$ -	\$1,252,000.00	\$ 752,000.00	\$ -
5625	Interest Income	\$ 70,174.00	\$ 35,000.00	\$ 285,829.51	\$ 285,829.51
5626	Insurance Claims & Refunds	\$ 23,745.00	\$ -	\$ -	\$ 80,092.00
5628	Fire Revenue	\$ 10,495.00	\$ 15,000.00	\$ 9,693.96	\$ 9,693.00
5630	Miscellaneous	\$ 136,491.00	\$ 65,000.00	\$ 239,309.11	\$ 65,000.00
5632	Pole Contracts	\$ 18,535.00	\$ 18,300.00	\$ 18,547.00	\$ 18,547.00
5638	Court Security Fund	\$ 2,470.00	\$ 2,000.00	\$ 5,023.75	\$ 5,023.75
5639	Court Technology Fund	\$ 2,016.00	\$ 1,500.00	\$ 4,101.03	\$ 4,101.03
5650	Federal Assistance	\$ 576,079.00	\$ -	\$ 66,858.97	\$ -
Total Revenue		\$1,051,644.00	\$1,803,847.00	\$1,468,699.90	\$ 557,380.07
TRANSFER FROM OTHER FUNDS					
5711	TSF from Water Fund Debt Svc	\$1,500,000.00	\$2,437,600.00	\$ 900,000.00	\$ 26,370.06
	TSF From EMS Fund				\$ 36,833.65
	Capital Outlays				
	Balance Roll Over	\$ -	\$ -	\$ -	\$3,426,509.80
Total Revenue		\$1,500,000.00	\$2,437,600.00	\$ 900,000.00	\$3,489,713.51
Total Revenue		\$6,154,599.00	\$7,626,280.00	\$6,233,069.99	\$8,214,861.22

Expenses

Acc. Num.	Account Description	2021-2022 Actuals	2022-2023 Adopted Budget	2022-2023 Year End Estimate	2023-2024 Proposed Base
Personal Services					
106-6110	Salaries	\$2,039,490.59	\$ 2,326,895.00	\$2,203,874.41	\$2,889,336.70
106-6111	Payroll Taxes	\$ 160,324.41	\$ 176,600.00	\$ 173,471.13	\$ 204,783.24
106-6112	Retirement	\$ 119,801.03	\$ 131,296.00	\$ 227,012.78	\$ 163,878.66
106-6114	Employee Benefits	\$ 478,049.62	\$ 642,340.00	\$ 489,713.20	\$ 702,377.21
106-6115	Worker's Compensation	\$ 88,330.00	\$ 79,600.00	\$ 70,060.00	\$ 72,000.00
106-6117	Unemployment	\$ 3,182.34	\$ 7,487.00	\$ 624.81	\$ 8,282.86
106-6118	Longevity	\$ 16,150.00	\$ 17,250.00	\$ 14,600.00	\$ -
106-6119	Overtime	\$ 49,402.13	\$ 33,660.00	\$ 61,909.32	\$ -
106-6120	Incentive/Morale	\$ 7,096.15	\$ 7,000.00	\$ 14,272.51	\$ -
106-6121	Sick Time Buy Back	\$ -	\$ -	\$ -	\$ -
106-6328	Uniforms	\$ 67,098.22	\$ 71,202.00	\$ 76,730.74	\$ 99,103.00
106-6230	Car Allowance	\$ 8,641.00	\$ 8,400.00	\$ 6,623.00	\$ 4,800.00
SUBTOTAL PERSONNEL SERVICES		\$3,037,563.49	\$ 3,400,520.00	\$3,328,791.90	\$4,114,661.66
Contractual Expense					
106-	Insurance Contract	\$ 86,324.00	\$ 93,071.36	\$ 91,571.36	\$ 150,991.82
106-6214	Contract Labor	\$ 158,496.01	\$ 210,990.00	\$ 62,445.19	\$ 62,445.19
106-6220	Teletype	\$ -	\$ -	\$ 22.06	\$ 27.19
106-6222	Equipment Rental	\$ 7,180.44	\$ 25,800.00	\$ 11,014.12	\$ 8,071.23
106-6239	Legal Advertising	\$ 2,718.96	\$ 4,500.00	\$ 4,319.00	\$ 4,516.18
106-6271	Contract Hauling	\$ 16,194.60	\$ 12,000.00	\$ 3,765.00	\$ -
106-6324	Janitorial Services	\$ -	\$ 8,026.00	\$ 6,750.84	\$ 7,120.67
106-6433	Contracts & Agreements	\$ 355,260.22	\$ 515,277.00	\$ 358,565.94	\$ 218,261.30
106-6435	Ambulance Subsidy	\$ 54,340.28	\$ 60,000.00	\$ 54,340.28	\$ 55,970.49
106-6440	Appraisal District	\$ 23,939.72	\$ 22,500.00	\$ 28,624.97	\$ 27,196.94
106-6446	Election Expense	\$ 6,007.10	\$ 12,000.00	\$ 4,912.80	\$ 5,080.39
106-6470	Legal Attorney Fees	\$ 3,084.84	\$ 2,500.00	\$ 5,289.37	\$ 20,600.00



106-6475 Auditing	\$ 10,800.00	\$ 12,875.00	\$ 11,600.00	\$ 11,845.00
106-6476 Bank Service Charges	\$ -	\$ 40,000.00	\$ 84,776.70	\$ 87,318.97
SUBTOTAL CONTRACTUAL	\$ 724,946.06	\$ 1,020,438.36	\$ 727,886.63	\$ 665,424.37

Supplies/Maintenance

106-6221 Postage Service	\$ 10,423.36	\$ 14,350.00	\$ 20,015.37	\$ 18,107.96
106-6240 Printing	\$ 1,773.87	\$ 3,600.00	\$ 2,905.96	\$ 6,908.73
106-6242 Maintenance Building & Grounds	\$ 45,490.23	\$ 98,110.00	\$ 89,865.67	\$ 76,477.28
106-6244 Maintenance Machine & Equip	\$ 28,765.84	\$ 49,050.00	\$ 76,541.09	\$ 44,229.02
106-6251 Maintenance Vehicles	\$ 62,612.89	\$ 65,275.00	\$ 47,998.31	\$ 50,253.20
106-6262 Agency Fees	\$ 145.00	\$ 1,100.00	\$ 111.00	\$ -
106-6310 Office Supplies	\$ 20,797.37	\$ 18,125.00	\$ 18,191.42	\$ 24,055.00
106-6320 Service Awards	\$ 1,181.85	\$ 5,400.00	\$ 1,688.50	\$ 1,267.80
106-6332 Coffee & Food	\$ 1,193.86	\$ 2,050.00	\$ 1,477.31	\$ 1,672.64
106-6344 Chemicals	\$ 13,319.84	\$ 17,200.00	\$ 26,189.82	\$ 26,757.00
106-6346 Electrical Supplies	\$ 276.40	\$ 1,600.00	\$ 1,270.89	\$ -
106-6348 Minor Tools	\$ 4,047.84	\$ 15,550.00	\$ 15,729.54	\$ 769.00
106-6349 Concession	\$ 11,604.08	\$ 10,100.00	\$ 11,351.01	\$ 13,482.29
106-6350 Dept Supplies	\$ 251,277.76	\$ 102,550.00	\$ 154,374.48	\$ 202,054.86
106-6352 Ammunition	\$ 1,964.60	\$ 2,000.00	\$ 2,000.00	\$ -
106-6354 Awards & Trophies	\$ 1,479.70	\$ 1,800.00	\$ 1,015.02	\$ -
SUBTOTAL SUPPLIES/MAINTENANCE	\$ 446,366.59	\$ 487,760.00	\$ 469,708.39	\$ 466,034.87

Utilities & Gasoline

106-6210 Telephone	\$ 32,741.89	\$ 40,330.00	\$ 28,802.65	\$ 28,828.46
106-6223 Auto Fuel	\$ 92,235.53	\$ 93,700.00	\$ 91,736.67	\$ 105,408.08
106-6268 Electricity	\$ 116,579.80	\$ 104,400.00	\$ 203,636.32	\$ 97,122.41
106-6269 Natural Gas	\$ 10,006.32	\$ 11,250.00	\$ 11,035.63	\$ 12,424.27
SUBTOTAL UTILITIES & GASOLINE	\$ 251,563.63	\$ 249,680.00	\$ 335,011.07	\$ 243,781.22

Training/Dues/Misc

106-6226 Training & Travel	\$ 37,431.22	\$ 56,800.00	\$ 43,209.09	\$ 65,000.00
106-6270 Professional Fees	\$ 67,013.80	\$ 139,100.00	\$ 71,976.78	\$ 70,608.00
106-6280 Membership Dues	\$ 40,461.69	\$ 24,025.00	\$ 25,774.06	\$ 27,609.82
106-6281 Sales Tax	\$ -	\$ 600.00	\$ -	\$ -
106-6365 Technology Fund	\$ -	\$ -	\$ -	\$ 123,131.55
106-6413 Reimbursements	\$ 11,577.26	\$ 12,750.00	\$ 24,440.79	\$ 6,744.82
106-6434 Contingency & Misc	\$ -	\$ 285,167.00	\$ 76,198.08	\$ -
106-6446 State Fines	\$ -	\$ -	\$ -	\$ -
106-6480 WDCO	\$ 237,888.00	\$ 268,250.00	\$ 264,899.50	\$ 218,865.00
106-6481 WEDCO	\$ 483,488.91	\$ 412,500.00	\$ 529,781.07	\$ 439,731.00
SUBTOTAL TRAINING/DUES/MISC	\$ 867,060.78	\$ 1,116,732.00	\$ 1,036,270.36	\$ 952,689.99

Capital Outlay/Grants

106-6031 Office Equip	\$ -	\$ 13,000.00	\$ 5,486.89	\$ -
106-6635 Equip not in Category	\$ 20,222.90	\$ 807,000.00	\$ 804,321.20	\$ -
106-6639 Vehicle Equipment	\$ 11,398.00	\$ 10,000.00	\$ 36,466.75	\$ -
106-6640 Vehicles	\$ 34,358.98	\$ 40,000.00	\$ -	\$ -
106-6642 Buildings & Basic Equip	\$ 46,387.14	\$ 48,000.00	\$ 36,826.83	\$ -
106-6643 Radio Equipment	\$ 5,454.02	\$ 21,000.00	\$ 37,804.80	\$ -
106-6650 Machinery & Equipment	\$ 9,204.00	\$ 516,000.00	\$ 311,524.08	\$ -
Balance Roll-Over				\$ 1,772,289.10
SUBTOTAL CAPITAL OUTLAY/GRANTS	\$ 127,025.04	\$ 1,455,000.00	\$ 1,230,231.35	\$ 1,772,289.10
TOTAL EXPENSE	\$ 5,454,505.59	\$ 7,710,130.36	\$ 7,127,896.70	\$ 8,214,861.21
NET INCOME	\$ 700,093.41	\$ (84,850.38)	\$ (894,836.71)	\$ 0.00



UTILITY FUND -- Revenue (206)

206	Description	FY22 Amount	FY23 Budget	FY23 YE Estimate	FY24 Proposed
TAXES					
206-5122	Sales Tax Income	\$ 114,262.00	\$ 100,000.00	\$ 115,887.76	\$ -
	Total Income	\$ 114,262.00	\$ 100,000.00	\$ 115,887.76	\$ -
CHARGES FOR SERVICES					
206-5409	Bulk Water Sales	\$ 525.00	\$ 500.00	\$ 494.40	\$ 500.00
206-5411	Water Rates	\$ 1,290,786.00	\$ 1,425,600.00	\$ 1,251,943.90	\$ 1,274,024.40
206-5412	Sewer Rates	\$ 759,990.00	\$ 720,000.00	\$ 767,179.02	\$ 780,920.80
206-5413	Garbage Revenue	\$ 751,098.00	\$ 775,400.00	\$ 776,191.91	\$ 787,838.40
206-5414	Misc	\$ 143.00	\$ 1,500.00	\$ 978.84	\$ 979.20
206-5415	Water Tap Fee	\$ 19,126.00	\$ 25,000.00	\$ 27,540.00	\$ 27,540.00
206-5416	Sewer Tap Fee	\$ 20,835.00	\$ 25,000.00	\$ 27,480.00	\$ 27,480.00
206-5418	Container/Dump Charge	\$ (1,091.00)	\$ 100.00	\$ 2.40	\$ 2.40
206-5419	Late Charges/Penalties	\$ 138,181.00	\$ 130,000.00	\$ 135,814.97	\$ 136,872.80
206-5442	Reconnects	\$ 14,355.00	\$ 15,000.00	\$ 16,734.00	\$ 16,808.00
206-5443	Servico Fee	\$ 49,655.00	\$ 50,000.00	\$ 56,900.75	\$ 57,254.40
206-5444	Electric Revenue	\$ 5,163,334.00	\$ 4,590,000.00	\$ 4,851,315.04	\$ 4,956,195.80
206-5447	Electric Misc	\$ 9,680.00	\$ 12,000.00	\$ 8,748.00	\$ 8,748.00
206-5491	City Tax Collected	\$ 94,092.00	\$ 80,000.00	\$ 87,343.48	\$ 89,808.00
	Total Income	\$ 8,310,618.00	\$ 7,850,100.00	\$ 8,008,666.60	\$ 8,164,577.00
OTHER REVENUE					
206-5623	Time Warrants Sold	\$ -	\$ 445,272.00	\$ 121,098.00	\$ -
206-5624	CD Interest/Utility Deposit	\$ 938.00	\$ 2,500.00	\$ 7,228.45	\$ 7,500.00
206-5625	Interest Income	\$ 307.00	\$ -	\$ -	\$ -
206-5627	Insurance Refund	\$ 3,718.00	\$ -	\$ -	\$ -
206-5630	Miscellaneous Income	\$ 9,030.00	\$ 10,000.00	\$ 3,288.00	\$ 3,288.00
206-5631	Bad Debt	\$ 486.00	\$ 1,000.00	\$ 1,322.40	\$ 1,322.40
	Total Income	\$ 14,477.00	\$ 458,772.00	\$ 132,936.85	\$ 12,110.40
TRANSFER FROM OTHER FUNDS					
206-5711	Transfer from Other Funds		\$ 200,000.00		\$ -
	Total Income	\$ -	\$ 200,000.00	\$ -	\$ -
	Total Income	\$ 8,439,347.00	\$ 8,608,872.00	\$ 8,257,491.30	\$ 8,176,687.40



Expense

Acc. Num.	Account Description	2021-2022 Actuals	2022-2023 Adopted Budget	2022-2023 Year End Estimate	2023-2024 Proposed Base
Personal Services					
206-6110	Salaries	\$ 186,000.00	\$ 651,627.00	\$ 535,196.00	\$ 767,967.30
206-6111	Payroll Taxes	\$ 14,756.00	\$ 51,877.00	\$ 44,829.00	\$ 65,935.91
206-6112	Retirement	\$ 9,253.00	\$ 39,686.00	\$ 32,115.00	\$ 42,924.19
206-6114	Employee Benefits	\$ 52,242.00	\$ 161,658.00	\$ 161,658.00	\$ 213,990.26
206-6116	Workers Compensation	\$ -	\$ -	\$ -	\$ -
206-6117	Unemployment	\$ 28.00	\$ 1,697.00	\$ 120.00	\$ 1,827.00
206-6118	Longevity	\$ 950.00	\$ 5,950.00	\$ 5,950.00	\$ -
206-6119	Overline	\$ 5,361.00	\$ 20,500.00	\$ 42,238.00	\$ -
206-6121	Sick Leave Buy Back	\$ -	\$ -	\$ -	\$ -
206-6328	Uniforms	\$ 2,377.00	\$ 7,600.00	\$ 4,856.00	\$ 6,002.02
SUBTOTAL PERSONNEL SERVICES		\$ 270,968.00	\$ 966,595.00	\$ 846,762.00	\$ 1,076,646.68
Contractual Expense					
206-6222	Equipment Rental	\$ 787.00	\$ 7,250.00	\$ 4,994.00	\$ 6,172.68
206-6324	Janitorial Services	\$ -	\$ 400.00	\$ 215.00	\$ 266.74
206-6433	Contracts & Agreements	\$ 246,628.00	\$ 84,901.00	\$ 91,870.00	\$ 86,863.48
206-6434	Contingency	\$ -	\$ 68,276.00	\$ -	\$ -
206-6452	Refuse Collection	\$ 553,677.00	\$ 585,000.00	\$ 442,088.00	\$ 546,420.77
206-6455	Purchase Power	\$ 2,600,757.00	\$ 2,100,000.00	\$ 1,729,365.00	\$ 2,137,495.14
206-6483	WWTP Loan	\$ 210,000.00	\$ -	\$ -	\$ -
206-6484	CIP	\$ -	\$ 112,603.00	\$ 75,069.00	\$ 92,764.06
206-6485	GTUA Lease	\$ 55,968.00	\$ 58,000.00	\$ 41,825.00	\$ 51,448.50
206-6487	Red River Groundwater	\$ 7,370.00	\$ 11,000.00	\$ 8,566.00	\$ 10,587.68
206-6490	AMI/AMR Water	\$ 112,458.00	\$ 354,910.00	\$ 266,181.00	\$ 328,990.72
Technology Services					
SUBTOTAL CONTRACTUAL		\$ 3,787,653.00	\$ 3,372,340.00	\$ 2,659,972.00	\$ 3,263,037.66
Supplies/Maintenance					
206-6221	Postage Service	\$ 222.00	\$ 90.00	\$ 857.00	\$ 1,059.25
206-6224	Maintenance Vehicles	\$ 3,448.00	\$ 24,275.00	\$ 20,810.00	\$ 25,844.76
206-6239	Legal Advertising	\$ -	\$ 300.00	\$ -	\$ -
206-6240	Printing	\$ -	\$ -	\$ -	\$ -
206-6245	Maintenance Mach & Equip	\$ 4,281.00	\$ 81,850.00	\$ 22,725.00	\$ 85,312.30
206-6250	Dept Supplies	\$ 10,269.00	\$ 158,500.00	\$ 61,174.00	\$ 108,533.40
206-6271	Sludge Removal	\$ 22,622.00	\$ 20,000.00	\$ 20,680.00	\$ -
206-6310	Office	\$ -	\$ 450.00	\$ 256.00	\$ 316.42
206-6332	Coffee & Supplies	\$ 40.00	\$ 300.00	\$ 133.00	\$ -
206-6344	Chemicals	\$ -	\$ 27,700.00	\$ 32,314.00	\$ 38,940.10
206-6346	Electrical Supplies	\$ 70,378.00	\$ 81,000.00	\$ 84,429.00	\$ 103,831.58
206-6348	Minor Tools	\$ 830.00	\$ 7,500.00	\$ 4,043.00	\$ 2,297.62
206-6359	Maintenance Bldg & Grnds	\$ 18.00	\$ 17,100.00	\$ 3,448.00	\$ 4,261.73
206-	Infrastructure Maintenance				\$ 50,000.00
SUBTOTAL SUPPLIES/MAINTENANCE		\$ 112,098.00	\$ 410,065.00	\$ 250,969.00	\$ 399,400.16
Utilities & Gasoline					
206-6210	Telephone	\$ 1,816.00	\$ 11,000.00	\$ 5,537.00	\$ 8,079.73
206-6223	Auto Fuel	\$ 11,104.00	\$ 24,900.00	\$ 21,335.00	\$ 26,370.06
206-6268	Electricity	\$ 4,048.00	\$ 156,500.00	\$ 139,083.00	\$ 171,906.59
206-6269	Natural Gas	\$ 836.00	\$ 1,500.00	\$ 873.00	\$ 1,079.03
SUBTOTAL UTILITIES & GASOLINE		\$ 17,806.00	\$ 193,900.00	\$ 167,828.00	\$ 207,435.41



Training/Dues/Misc

206-6226	Training & Travel	\$ -	\$ 17,000.00	\$ 2,463.00	\$ 22,660.00
206-6270	Professional Services	\$ 14,400.00	\$ 325,000.00	\$ 27,005.00	\$ 112,677.89
206-6280	Membership Dues	\$ -	\$ 1,000.00	\$ 560.00	\$ 682.16
206-6281	Sales Tax	\$ 89,289.00	\$ 90,000.00	\$ 107,924.00	\$ -
206-6282	Agency Expenses	\$ 111.00	\$ 9,000.00	\$ 8,541.00	\$ 10,861.97
SUBTOTAL TRAINING/DUES/MISC		\$ 113,800.00	\$ 442,000.00	\$ 146,493.00	\$ 146,892.02

Capital Outlay/Grants

206-6631	Office Equipment	\$ -	\$ 2,500.00	\$ 1,988.00	\$ 2,500.00
206-6635	Equip Not Listed in Catalog	\$ -	\$ 353,900.00	\$ 57,344.00	\$ -
206-6640	Vehicles	\$ -	\$ -	\$ -	\$ -
206-6646	System Telemetry	\$ -	\$ 109,000.00	\$ 2,376.00	\$ -
206-6650	Machine & Equipment	\$ -	\$ 196,272.00	\$ 249,023.00	\$ 127,417.81
206-6671	New Sewer Mains	\$ -	\$ 5,000.00	\$ -	\$ -
206-6672	Electric Improvements	\$ -	\$ 40,000.00	\$ 39,792.00	\$ 40,000.00
206-6680	Fire Hydrants	\$ -	\$ 5,000.00	\$ -	\$ -
206-6690	Meters	\$ -	\$ 8,000.00	\$ (575.00)	\$ -
206-6691	New Pumps	\$ -	\$ 12,000.00	\$ -	\$ -
206-6811	Transf General Fund	\$ 1,500,000.00	\$ 2,367,600.00	\$ 900,000.00	\$ 1,630,003.83
206-6812	Transfer Other Funds	\$ 124,800.00	\$ 124,000.00	\$ 95,418.00	\$ -
206-	Capital Improvement	\$ -	\$ -	\$ -	\$ 1,281,353.83
SUBTOTAL CAPITAL OUTLAY/GRANTS		\$ 1,624,800.00	\$ 3,214,272.00	\$ 1,345,367.00	\$ 3,081,275.57

TOTAL EXPENSE

NET INCOME

\$ 5,927,124.00	\$ 8,608,972.00	\$ 6,417,391.00	\$ 8,176,687.40
\$ 2,512,223.00	\$ (100.00)	\$ 2,040,100.30	\$ 0.00

EMS FUND - Revenue (700)

700	Description	FY22 Amount	FY23 Budget	FY23 YE Estimate	FY24 Proposed
CHARGES FOR SERVICES					
700-6408	Grayson Co Subsidy	\$ -	\$ 330,000.00	\$ 339,799.20	\$ 455,400.00
700-6409	Collinsville Subsidy	\$ -	\$ 11,609.00	\$ 11,608.92	\$ 54,906.00
700-6411	Tloga Subsidy	\$ -	\$ 7,024.00	\$ 30,000.00	\$ -
700-6412	Sadler Subsidy	\$ -	\$ 3,552.00	\$ 4,017.12	\$ 10,000.00
700-6413	Southmayd Subsidy	\$ -	\$ 8,200.00	\$ 7,379.86	\$ 28,432.00
700-6420	Medicare	\$ -	\$ 437,000.00	\$ 164,132.20	\$ 175,000.00
700-6441	Medicaid	\$ -	\$ 54,000.00	\$ (665.91)	\$ -
700-6442	Private Insurance	\$ -	\$ 469,000.00	\$ 275,049.17	\$ 300,000.00
700-6443	Private Pay	\$ -	\$ 20,000.00	\$ 20,477.65	\$ 35,000.00
700-6444	Transfers	\$ -	\$ 10,000.00	\$ -	\$ -
700-6447	ISD	\$ -	\$ -	\$ 6,930.00	\$ 7,500.00
Total Income		\$ -	\$ 1,350,385.00	\$ 858,727.31	\$ 1,066,328.00
FINES & FOREFEITURES					
OTHER REVENUE					
700-5631	Bad Debt	\$ -	\$ -	\$ -	\$ -
Total Income		\$ -	\$ -	\$ -	\$ -
TRANSFERS FROM OTHER FUNDS					
	Capital Outlay	\$ -	\$ -	\$ -	\$ 604,482.35
700-5711	Utility Fund	\$ -	\$ -	\$ -	\$ -
Total Income		\$ -	\$ -	\$ -	\$ 604,482.35
Total Income		\$ -	\$ 1,350,385.00	\$ 858,727.31	\$ 1,670,810.35



Expenses

Acc. Num.	Account Description	2021-2022 Actuals	2022-2023 Adopted Budget	2022-2023 Year End Estimate	2023-2024 Proposed Base
Personal Services					
700-621-6110	Salaries	\$ -	\$ 382,720.00	\$ 407,647.00	\$ 922,201.68
700-621-6111	Payroll Taxes	\$ -	\$ 29,278.12	\$ 49,266.92	\$ 51,913.51
700-621-6112	Retirement	\$ -	\$ 23,269.38	\$ 34,159.30	\$ 37,212.52
700-621-6114	Employee Benefits	\$ -	\$ 168,689.00	\$ 126,137.58	\$ 148,394.31
700-621-6115	Worker's Compensation	\$ -	\$ -	\$ -	\$ -
700-621-6117	Unemployment	\$ -	\$ 1,696.50	\$ 282.00	\$ 1,566.00
700-621-6118	Longevity	\$ -	\$ -	\$ -	\$ -
700-621-6119	Overtime	\$ -	\$ 200,000.00	\$ 236,364.75	\$ -
700-621-6328	Uniforms	\$ -	\$ 7,500.00	\$ 7,329.11	\$ 35,000.00
SUBTOTAL PERSONNEL SERVICES		\$ -	\$ 813,153.00	\$ 861,166.66	\$ 1,196,287.92
Contractual Expense					
700-621-6239	Adv Fees/Emergicon	\$ -	\$ -	\$ 36,242.44	\$ -
700-621-6240	Printing & Binding	\$ -	\$ 1,000.00	\$ -	\$ -
700-621-6324	Janitorial Services	\$ -	\$ 3,500.00	\$ 3,222.75	\$ 13,691.07
700-621-6433	Contracts & Agreements	\$ -	\$ 255,442.00	\$ -	\$ 150,000.00
	Transfer to General Fund				\$ 36,833.65
SUBTOTAL CONTRACTUAL		\$ -	\$ 259,942.00	\$ 38,465.19	\$ 200,524.72
Supplies/Maintenance					
700-621-6224	Maintenance Vehicles	\$ -	\$ 33,000.00	\$ 17,048.83	\$ 40,000.00
700-621-6245	Maintenance Machine & Equip	\$ -	\$ 7,000.00	\$ 6,467.83	\$ 7,891.91
700-621-6310	Office Supplies	\$ -	\$ 2,000.00	\$ 227.96	\$ 5,600.00
700-621-6250	Dept Supplies	\$ -	\$ 38,040.00	\$ 49,798.47	\$ 80,000.00
700-621-6344	Chemicals	\$ -	\$ 2,500.00	\$ 6,158.58	\$ 5,578.86
700-621-6348	Minor Tools	\$ -	\$ 2,500.00	\$ 1,720.54	\$ 2,500.00
700-621-6359	Maintenance Building & Grounds	\$ -	\$ 25,000.00	\$ 1,423.00	\$ 10,000.00
SUBTOTAL SUPPLIES/MAINTENANCE		\$ -	\$ 110,040.00	\$ 82,443.21	\$ 131,470.57
Utilities & Gasoline					
700-621-6210	Telephone	\$ -	\$ 2,000.00	\$ 3,128.13	\$ 3,079.06
700-621-6223	Auto Fuel	\$ -	\$ 29,800.89	\$ 35,000.00	\$ 36,833.65
700-621-6266	Electricity	\$ -	\$ 5,000.00	\$ 833.20	\$ 5,000.00
700-621-6268	Natural Gas	\$ -	\$ 2,000.00	\$ -	\$ 2,000.00
SUBTOTAL UTILITIES & GASOLINE		\$ -	\$ 38,800.89	\$ 38,961.33	\$ 46,912.71
Training/Dues/Misc					
700-621-6226	Training & Travel	\$ -	\$ 5,000.00	\$ 8,385.46	\$ 10,364.43
700-621-6270	Professional Fees	\$ -	\$ 70,000.00	\$ 17,268.92	\$ 25,000.00
700-621-6280	Membership Dues	\$ -	\$ 20,000.00	\$ 15,895.39	\$ 20,000.00
700-621-6320	Service Awards	\$ -	\$ 250.00	\$ -	\$ 250.00
SUBTOTAL TRAINING/DUES/MISC		\$ -	\$ 95,250.00	\$ 41,549.77	\$ 55,614.43
Capital Outlay/Grants					
700-621-6631	Office Equipment	\$ -	\$ -	\$ -	\$ -
700-621-6635	Equip Not Listed in Category	\$ -	\$ 23,000.00	\$ 176,434.28	\$ 40,000.00
700-621-6640	Vehicle	\$ -	\$ -	\$ -	\$ -



700-021-6650 Machine & Equipment	\$ -	\$ 5,000.00	\$ 5,454.02	\$ -
SUBTOTAL CAPITAL OUTLAY/GRANTS	\$ -	\$ 28,000.00	\$ 181,888.30	\$ 40,000.00
TOTAL EXPENSE	\$ -	\$ 1,345,185.69	\$ 1,244,473.48	\$ 1,670,810.35
NET INCOME	\$ -	\$ 6,199.31	\$ (385,746.15)	\$ 0.00



GODWIN PARK FUND

<u>Acc. Num.</u>	<u>Account Description</u>	<u>2021-2022 Actuals</u>	<u>2022-2023 Adopted Budget</u>	<u>2022-2023 Year End Estimate</u>	<u>2023-2024 Proposed Base</u>
<u>Revenue Summary</u>					
<u>Taxes</u>					
<u>License & Permits</u>					
<u>Fines & Forfeitures</u>					
<u>Other Revenues</u>					
306-5612	Godwin Park Donation	\$ -	\$ 22,500.00	\$ -	\$ -
306-5625	Interest Income	\$ -	\$ 1,745.91	\$ -	\$ -
306-5630	Miscellaneous Income	\$ -	\$ -	\$ -	\$ -
Category Total		\$ -	\$ 24,245.91	\$ -	\$ -
<u>Transfers from Other Funds</u>					
306-5713	Surplus Funds Balance	\$ -	\$ -	\$ -	\$ -
Category Total		\$ -	\$ -	\$ -	\$ -
<u>Other</u>					
TOTAL REVENUE		\$ -	\$ 24,245.91	\$ -	\$ -
<u>Expense Summary</u>					
<u>Contractual Services</u>					
306-610-6242	Bldg & Grounds Maintenance	\$ -	\$ -	\$ -	\$ -
306-610-6268	Electricity	\$ -	\$ -	\$ -	\$ -
Category Total		\$ -	\$ -	\$ -	\$ -
<u>Supplies</u>					
306-610-6346	Electrical Supplies	\$ -	\$ -	\$ -	\$ -
306-610-6359	Building Supplies	\$ -	\$ -	\$ -	\$ -
Category Total		\$ -	\$ -	\$ -	\$ -
<u>Fixed Charges</u>					
306-610-6434	Contingency	\$ -	\$ -	\$ -	\$ -
Category Total		\$ -	\$ -	\$ -	\$ -
<u>Capital Outlay</u>					
306-610-6630	Park Development	\$ -	\$ -	\$ -	\$ -
306-610-6635	Equipment Not Listed	\$ -	\$ -	\$ -	\$ -
306-610-6641	Playground Equipment	\$ -	\$ -	\$ -	\$ -
306-610-6642	Bldg & Basic Equipment	\$ -	\$ -	\$ -	\$ -
306-610-6650	Machinery & Equipment	\$ -	\$ -	\$ -	\$ -
Category Total		\$ -	\$ -	\$ -	\$ -
TOTAL EXPENSE		\$ -	\$ -	\$ -	\$ -
NET INCOME		\$ -	\$ 24,245.91	\$ -	\$ -



POLICE SEIZURE FUND

<u>Acc. Num.</u>	<u>Account Description</u>	<u>2021-2022 Actuals</u>	<u>2022-2023 Adopted Budget</u>	<u>2022-2023 Year End Estimate</u>	<u>2023-2024 Proposed Base</u>
<u>Revenue Summary</u>					
<u>Taxes</u>					
<u>License & Permits</u>					
<u>Fines & Forfeitures</u>					
<u>Other Revenues</u>					
	Carry Over				\$ 9,500.73
390-5630	Seizure Funds	\$ 10.00	\$ -	\$ (21,102.00)	\$ -
390-5625	Interest Income	\$ 283.10	\$ -	\$ 805.12	\$ -
Category Total		\$ 293.10	\$ -	\$ (20,296.88)	\$ 9,500.73
<u>Transfers from Other Funds</u>					
		\$ -	\$ -	\$ -	\$ -
Category Total		\$ -	\$ -	\$ -	\$ -
<u>Other</u>					
	Other Revenues	\$ -	\$ -	\$ -	\$ -
TOTAL REVENUE		\$ 293.10	\$ -	\$ (20,296.88)	\$ 9,500.73
<u>Expense Summary</u>					
<u>Contractual Services</u>					
		\$ -	\$ -	\$ -	\$ -
Category Total		\$ -	\$ -	\$ -	\$ -
<u>Supplies</u>					
		\$ -	\$ -	\$ -	\$ -
Category Total		\$ -	\$ -	\$ -	\$ -
<u>Fixed Charges</u>					
		\$ -	\$ -	\$ -	\$ -
Category Total		\$ -	\$ -	\$ -	\$ -
<u>Capital Outlay</u>					
		\$ -	\$ -	\$ -	\$ -
Category Total		\$ -	\$ -	\$ -	\$ -
TOTAL EXPENSE		\$ -	\$ -	\$ -	\$ -
NET INCOME		\$ 293.10	\$ -	\$ (20,296.88)	\$ 9,500.73



MUN CRT TECHNOLOGY FUND

Acc. Num.	Account Description	2021-2022 Actuals	2022-2023 Adopted Budget	2022-2023 Year End Estimate	2023-2024 Proposed Base
Revenue Summary					
<u>Taxes</u>					
<u>License & Permits</u>					
<u>Fines & Forfeitures</u>					
<u>Other Revenues</u>					
	Carry Over				\$ 3,604.93
391-5638	Mun Cr Bldg Technology Fee	\$ 122.85	\$ -	\$ 170.86	
391-5639	Mun Cr Security Fee	\$ -	\$ -	\$ -	
Category Total		\$ 122.85	\$ -	\$ 170.86	\$ 3,604.93
<u>Transfers from Other Funds</u>					
		\$ -	\$ -	\$ -	\$ -
Category Total		\$ -	\$ -	\$ -	\$ -
<u>Other</u>					
	Other Revenues	\$ -	\$ -	\$ -	
TOTAL REVENUE		\$ 122.85	\$ -	\$ 170.86	\$ 3,604.93
Expense Summary					
<u>Contractual Services</u>					
		\$ -	\$ -	\$ -	
Category Total		\$ -	\$ -	\$ -	\$ -
<u>Supplies</u>					
391-600-0384	Technology Fund	\$ -	\$ -	\$ -	
Category Total		\$ -	\$ -	\$ -	\$ -
<u>Fixed Charges</u>					
		\$ -	\$ -	\$ -	
Category Total		\$ -	\$ -	\$ -	\$ -
<u>Capital Outlay</u>					
		\$ -	\$ -	\$ -	
Category Total		\$ -	\$ -	\$ -	\$ -
TOTAL EXPENSE		\$ -	\$ -	\$ -	\$ -
NET INCOME		\$ 122.85	\$ -	\$ 170.86	\$ 3,604.93



MUN CRT SECURITY FUND

<u>Acc. Num.</u>	<u>Account Description</u>	<u>2021-2022 Actuals</u>	<u>2022-2023 Adopted Budget</u>	<u>2022-2023 Year End Estimate</u>	<u>2023-2024 Proposed Base</u>
<u>Revenue Summary</u>					
<u>Taxes</u>					
<u>License & Permits</u>					
<u>Fines & Forfeitures</u>					
<u>Other Revenues</u>					
	Carry Over				\$ 4,447.87
392-5639	Mun Crt Security Fee	\$ 163.80	\$ -	\$ 227.82	\$ -
Category Total		\$ 163.80	\$ -	\$ 227.82	\$ 4,447.87
<u>Transfers from Other Funds</u>					
Category Total		\$ -	\$ -	\$ -	\$ -
<u>Other</u>					
	Other Revenues	\$ -	\$ -	\$ -	\$ -
TOTAL REVENUE		\$ 163.80	\$ -	\$ 227.82	\$ 4,447.87
<u>Expense Summary</u>					
<u>Contractual Services</u>					
Category Total		\$ -	\$ -	\$ -	\$ -
<u>Supplies</u>					
891-600-6365	Security Fund	\$ -	\$ -	\$ -	\$ -
Category Total		\$ -	\$ -	\$ -	\$ -
<u>Fixed Charges</u>					
Category Total		\$ -	\$ -	\$ -	\$ -
<u>Capital Outlay</u>					
Category Total		\$ -	\$ -	\$ -	\$ -
TOTAL EXPENSE		\$ -	\$ -	\$ -	\$ -
NET INCOME		\$ 163.80	\$ -	\$ 227.82	\$ 4,447.87



POLICE FORFEITURE FUND

		2021-2022	2022-2023	2022-2023	2023-2024
		Actuals	Adopted	Year End	Proposed
			Budget	Estimate	Base
Acc. Num.	Account Description				
Revenue Summary					
<u>Taxes</u>					
<u>Licenses & Permits</u>					
<u>Fines & Forfeitures</u>					
<u>Other Revenues</u>					
	Carry Over				\$ 40,277.10
396-5625	Interest Income	\$ -	\$ -	\$ -	\$ -
396-5627	Reward Donation	\$ -	\$ -	\$ -	\$ -
396-5628	Prior Year Donation	\$ -	\$ -	\$ -	\$ -
396-5629	Opioid Settlement	\$ -	\$ -	\$ 5,943.00	\$ -
396-5630	Forfeitures	\$ 3,933.10	\$ -	\$ 41,952.00	\$ -
Category Total		\$ 3,933.10	\$ -	\$ 47,895.00	\$ 40,277.10
<u>Transfers from Other Funds</u>					
		\$ -	\$ -	\$ -	\$ -
Category Total		\$ -	\$ -	\$ -	\$ -
<u>Other</u>					
	Other Revenues	\$ -	\$ -	\$ -	\$ -
TOTAL REVENUE		\$ 3,933.10	\$ -	\$ 47,895.00	\$ 40,277.10
Expense Summary					
<u>Contractual Services</u>					
396-600-6276	Grayson County	\$ 1,063.00	\$ -	\$ 10,488.00	\$ -
396-600-6278	Reward Payments	\$ -	\$ -	\$ -	\$ -
Category Total		\$ 1,063.00	\$ -	\$ 10,488.00	\$ -
<u>Supplies</u>					
396-600-6321	Purchase from Forfeited	\$ -	\$ -	\$ -	\$ -
Category Total		\$ -	\$ -	\$ -	\$ -
<u>Fixed Charges</u>					
		\$ -	\$ -	\$ -	\$ -
Category Total		\$ -	\$ -	\$ -	\$ -
<u>Capital Outlay</u>					
		\$ -	\$ -	\$ -	\$ -
Category Total		\$ -	\$ -	\$ -	\$ -
TOTAL EXPENSE		\$ 1,063.00	\$ -	\$ 10,488.00	\$ -
NET INCOME		\$ 2,870.10	\$ -	\$ 37,407.00	\$ 40,277.10



PRESERVATION & TOURISM FUND

Acc. Num.	Account Description	2021-2022 Actuals	2022-2023 Adopted Budget	2022-2023 Year End Estimate	2023-2024 Proposed Base
Revenue Summary					
<u>Taxes</u>					
	Carry Over				\$(18,623.72)
406-5123	Hotel/Motel Tax	\$ 28,820.36	\$ -	\$ 16,337.19	\$ 10,500.00
406-5124	150th Celebration	\$ -	\$ -	\$ 26,788.90	\$ -
Category Total		\$ 28,820.36	\$ -	\$ 42,126.09	\$ (8,123.72)
<u>License & Permits</u>					
<u>Fines & Forfeitures</u>					
<u>Other Revenues</u>					
		\$ -	\$ -	\$ -	\$ -
Category Total		\$ -	\$ -	\$ -	\$ -
<u>Transfers from Other Funds</u>					
		\$ -	\$ -	\$ -	\$ -
Category Total		\$ -	\$ -	\$ -	\$ -
Other					
	Other Revenues	\$ -	\$ -	\$ -	\$ -
TOTAL REVENUE		\$ 28,820.36	\$ -	\$ 42,126.09	\$ (8,123.72)
Expense Summary					
<u>Contractual Services</u>					
	Bldg & Grounds				
406-600-6242	Maintenance	\$ -	\$ -	\$ -	\$ -
406-600-6275	City Promotion	\$ 25,000.00	\$ -	\$ 25,132.75	\$ -
Category Total		\$ 25,000.00	\$ -	\$ 25,132.75	\$ -
<u>Supplies</u>					
406-600-6326	150th Celebration	\$ -	\$ -	\$ 35,617.06	\$ -
Category Total		\$ -	\$ -	\$ 35,617.06	\$ -
<u>Fixed Charges</u>					
		\$ -	\$ -	\$ -	\$ -
Category Total		\$ -	\$ -	\$ -	\$ -
<u>Capital Outlay</u>					
		\$ -	\$ -	\$ -	\$ -
Category Total		\$ -	\$ -	\$ -	\$ -
TOTAL EXPENSE		\$ 25,000.00	\$ -	\$ 60,749.81	\$ -
NET INCOME		\$ 3,820.36	\$ -	\$ (18,623.72)	\$ (8,123.72)

PEG FEES FUND

<u>Acc. Num.</u>	<u>Account Description</u>	<u>2021-2022 Actuals</u>	<u>2022-2023 Adopted Budget</u>	<u>2022-2023 Year End Estimate</u>	<u>2023-2024 Proposed Base</u>
<u>Revenue Summary</u>					
<u>Taxes</u>					
		\$ -	\$ -	\$ -	\$ -
Category Total		\$ -	\$ -	\$ -	\$ -
<u>License & Permits</u>					
<u>Fines & Forfeitures</u>					
<u>Other Revenues</u>					
					\$ 95,347.80
407-5625	Interest Income	\$ 830.46	\$ -	\$ 3,320.29	\$ -
407-5627	PEF Fees	\$ 4,883.77	\$ -	\$ 5,266.37	\$ -
407-5630	Miscellaneous	\$ 10.00	\$ -	\$ 1.00	\$ -
Category Total		\$ 5,724.22	\$ -	\$ 8,587.66	\$ 95,347.80
<u>Transfers from Other Funds</u>					
		\$ -	\$ -	\$ -	\$ -
Category Total		\$ -	\$ -	\$ -	\$ -
<u>Other</u>					
	Other Revenues	\$ -	\$ -	\$ -	\$ -
TOTAL REVENUE		\$ 5,724.22	\$ -	\$ 8,587.66	\$ 95,347.80
<u>Expense Summary</u>					
<u>Contractual Services</u>					
		\$ -	\$ -	\$ -	\$ -
Category Total		\$ -	\$ -	\$ -	\$ -
<u>Supplies</u>					
		\$ -	\$ -	\$ -	\$ -
Category Total		\$ -	\$ -	\$ -	\$ -
<u>Fixed Charges</u>					
		\$ -	\$ -	\$ -	\$ -
Category Total		\$ -	\$ -	\$ -	\$ -
<u>Capital Outlay</u>					
		\$ -	\$ -	\$ -	\$ -
Category Total		\$ -	\$ -	\$ -	\$ -
TOTAL EXPENSE		\$ -	\$ -	\$ -	\$ -
NET INCOME		\$ 5,724.22	\$ -	\$ 8,587.66	\$ 95,347.80



CITY HALL FUND

<u>Acc. Num.</u>	<u>Account Description</u>	<u>2021-2022 Actuals</u>	<u>2022-2023 Adopted Budget</u>	<u>2022-2023 Year End Estimate</u>	<u>2023-2024 Proposed Base</u>
<u>Revenue Summary</u>					
<u>Taxes</u>					
506-5110	Current Taxes	\$ -	\$ -	\$ -	\$ -
Category Total		\$ -	\$ -	\$ -	\$ -
<u>License & Permits</u>					
<u>Fines & Forfeitures</u>					
<u>Other Revenues</u>					
506-5623	Time Warrants	\$ -	\$ -	\$ -	\$ -
506-5661	Sale of Field of Dreams	\$ -	\$ -	\$ -	\$ -
506-5662	Sale of Surplus Real Property	\$ -	\$ -	\$ -	\$ -
506-5663	Down Payment from 4B Corp	\$ -	\$ -	\$ -	\$ -
506-5664	Proceeds from Debt Issued	\$ -	\$ -	\$ -	\$ -
506-5665	Miscellaneous	\$ -	\$ -	\$ -	\$ -
506-5666	Rent	\$ -	\$ -	\$ -	\$ -
Category Total		\$ -	\$ -	\$ -	\$ -
<u>Transfers from Other Funds</u>					
506-5711	Transfer from Utility Fund	\$ -	\$ -	\$ -	\$ -
506-5712	Transfer from General Fund	\$ -	\$ -	\$ -	\$ -
Category Total		\$ -	\$ -	\$ -	\$ -
<u>Other</u>					
	Other Revenues	\$ -	\$ -	\$ -	\$ -
TOTAL REVENUE		\$ -	\$ -	\$ -	\$ -
<u>Expense Summary</u>					
<u>Personnel Services</u>					
506-600-6110	Salaries and Wages	\$ -	\$ -	\$ -	\$ -
Category Total		\$ -	\$ -	\$ -	\$ -
<u>Contractual Services</u>					
506-600-6210	Telephone	\$ -	\$ -	\$ -	\$ -
506-600-6226	Travel and Conference	\$ -	\$ -	\$ -	\$ -
506-600-6239	Advertising	\$ -	\$ -	\$ -	\$ -
506-600-6245	Radio Maintenance	\$ -	\$ -	\$ -	\$ -
506-600-6270	Professional Fees	\$ -	\$ -	\$ -	\$ -
506-600-6271	Engineering	\$ -	\$ -	\$ -	\$ -
506-600-6272	Architectural	\$ -	\$ -	\$ -	\$ -
506-600-6273	Environmental Mediation	\$ -	\$ -	\$ -	\$ -
506-600-6274	Demolition	\$ -	\$ -	\$ -	\$ -
506-600-6276	Construction	\$ -	\$ -	\$ -	\$ -
506-600-6278	Engineering Services	\$ -	\$ -	\$ -	\$ -

Category Total		\$ -	\$ -	\$ -	\$ -
<u>Supplies</u>					
506-600-6310	Office Supplies	\$ -	\$ -	\$ -	\$ -
506-600-6346	Electrical Supplies	\$ -	\$ -	\$ -	\$ -
506-600-6350	Departmental Supplies	\$ -	\$ -	\$ -	\$ -
506-600-6359	Building Supplies	\$ -	\$ -	\$ -	\$ -
506-600-6363	Main Maintenance & Supplies	\$ -	\$ -	\$ -	\$ -
Category Total		\$ -	\$ -	\$ -	\$ -
<u>Fixed Charges</u>					
506-600-6434	Contingency	\$ -	\$ -	\$ -	\$ -
Category Total		\$ -	\$ -	\$ -	\$ -
<u>Capital Outlay</u>					
506-600-6631	Office Equipment	\$ -	\$ -	\$ -	\$ -
506-600-6635	Equip Not Listed in Category	\$ -	\$ -	\$ -	\$ -
506-600-6641	Land Acquisition	\$ -	\$ -	\$ -	\$ -
506-600-6642	Building & Basic Equip	\$ -	\$ -	\$ -	\$ -
506-600-6650	Furniture	\$ -	\$ -	\$ -	\$ -
506-600-6670	New Water Mains	\$ -	\$ -	\$ -	\$ -
506-600-6672	Electric Improvements	\$ -	\$ -	\$ -	\$ -
506-600-6690	Meters	\$ -	\$ -	\$ -	\$ -
Category Total		\$ -	\$ -	\$ -	\$ -
TOTAL EXPENSE		\$ -	\$ -	\$ -	\$ -
NET INCOME		\$ -	\$ -	\$ -	\$ -



INTEREST & SINKING FUND

Acc. Num.	Account Description	2021-2022 Actuals	2022-2023 Adopted Budget	2022-2023 Year End Estimate	2023-2024 Proposed Base
Revenue Summary					
Taxes					
		\$ -	\$ -	\$ -	\$ -
Category Total		\$ -	\$ -	\$ -	\$ -
License & Permits					
Fines & Forfeitures					
Other Revenues					
	Carry Over				\$ (70,580.58)
706-6664	TWDB C.O. Series 2002	\$ (172,736.24)	\$ -	\$ -	\$ -
706-6665	Miscellaneous	\$ -	\$ -	\$ -	\$ -
706-6668	PPFC CO 2021	\$ 124,800.00	\$ -	\$ 124,800.00	\$ -
706-6670	Time Warrant 2009	\$ 140,762.80	\$ -	\$ 112,602.24	\$ -
706-6675	TX Time Warrant 2020-1	\$ -	\$ -	\$ 354,908.02	\$ -
Category Total		\$ 92,816.56	\$ -	\$ 592,310.26	\$ -
Transfers from Other Funds					
706-5711	Transfer from Utility Fund	\$ -	\$ -	\$ -	\$ -
Category Total		\$ -	\$ -	\$ -	\$ -
Other					
	Other Revenues	\$ -	\$ -	\$ -	\$ -
TOTAL REVENUE		\$ 92,816.56	\$ -	\$ 592,310.26	\$ -
Expense Summary					
Personnel Services					
		\$ -	\$ -	\$ -	\$ -
Category Total		\$ -	\$ -	\$ -	\$ -
Contractual Services					
706-600-6270	Paying Agent Fees	\$ -	\$ -	\$ -	\$ -
Category Total		\$ -	\$ -	\$ -	\$ -
Debt Services					
706-600-6620	TWDB Bonds	\$ 9,600.00	\$ -	\$ -	\$ -
Category Total		\$ 9,600.00	\$ -	\$ -	\$ -
Fixed Charges					
		\$ -	\$ -	\$ -	\$ -
Category Total		\$ -	\$ -	\$ -	\$ -
Capital Outlay					
706-600-6620	TX Time Warrant 2020-1	\$ -	\$ -	\$ 443,635.02	\$ -
706-600-6635	Time Warrant 2009	\$ 19,693.55	\$ -	\$ 108,943.32	\$ -
706-600-6640	PPFC CO 2021	\$ 27,325.27	\$ -	\$ 110,312.50	\$ -



706-800-6650 Machinery & Equipment

Category Total

TOTAL EXPENSE

NET INCOME

\$	-	\$	-	\$	-	\$	-
\$	47,018.82	\$	-	\$	662,890.84	\$	-
\$	58,818.82	\$	-	\$	662,890.84	\$	-
\$	36,197.74	\$	-	\$	(70,580.58)	\$	-



LIBRARY DONATION FUND

<u>Acc. Num.</u>	<u>Account Description</u>	<u>2021-2022 Actuals</u>	<u>2022-2023 Adopted Budget</u>	<u>2022-2023 Year End Estimate</u>	<u>2023-2024 Proposed Base</u>
<u>Revenue Summary</u>					
<u>Taxes</u>					
		\$ -	\$ -	\$ -	\$ -
Category Total		\$ -	\$ -	\$ -	\$ -
<u>License & Permits</u>					
906-5200	Carry Over	\$ -	\$ -	\$ -	\$ -
Category Total		\$ -	\$ -	\$ -	\$ -
<u>Fines & Forfeitures</u>					
<u>Other Revenues</u>					
	Carry Over				\$ 110,719.95
906-5011	Building Donations	\$ 59.00	\$ -	\$ -	\$ -
906-5021	Donations	\$ 30,200.04	\$ -	\$ 48,505.03	\$ -
906-5025	Interest Income	\$ -	\$ -	\$ -	\$ -
906-5030	Prior Year Donations	\$ -	\$ -	\$ 68,025.64	\$ -
Category Total		\$ 30,259.04	\$ -	\$ 116,530.67	\$ 110,719.95
<u>Transfers from Other Funds</u>					
906-5701	Transfer from General Fund	\$ -	\$ -	\$ -	\$ -
Category Total		\$ -	\$ -	\$ -	\$ -
<u>Other</u>					
	Other Revenues	\$ -	\$ -	\$ -	\$ -
TOTAL REVENUE		\$ 30,259.04	\$ -	\$ 116,530.67	\$ 110,719.95
<u>Expense Summary</u>					
<u>Personnel Services</u>					
		\$ -	\$ -	\$ -	\$ -
Category Total		\$ -	\$ -	\$ -	\$ -
<u>Contractual Services</u>					
706-600-6270	Paying Agent Fees	\$ -	\$ -	\$ -	\$ -
Category Total		\$ -	\$ -	\$ -	\$ -
<u>Supplies</u>					
	Purchase from Donated Money	\$ 18,831.71	\$ -	\$ 17,238.05	\$ -
906-600-6325	New Library	\$ -	\$ -	\$ -	\$ -
906-600-6330	Purchase Prior Yr Monies	\$ -	\$ -	\$ -	\$ -
Category Total		\$ 18,831.71	\$ -	\$ 17,238.05	\$ -
<u>Fixed Charges</u>					
		\$ -	\$ -	\$ -	\$ -



Category Total	\$	-	\$	-	\$	-	\$	-
<u>Capital Outlay</u>								
908-600-6631 Office Equipment	\$	-	\$	-	\$	-	\$	-
Category Total	\$	-	\$	-	\$	-	\$	-
TOTAL EXPENSE	\$	18,831.71	\$	-	\$	17,238.06	\$	-
NET INCOME	\$	11,427.33	\$	-	\$	99,292.62	\$	110,719.96



General Fund Capital Improvement Fund

Revenues

100	Description	FY22 Amount	FY23 Budget	FY23 YE Estimate	FY24 Proposed
TAXES					
	GF Balance Rollover			\$ 5,260,939.10	\$ 5,260,939.10
	Transfer from General Fund				
	Grants				
5711	TSP from Water Fund Debt Svc				
5823	Time Warrants Sold				\$ -
5808	WEDCO/WDC Improvements				\$ -
5825	Interest Income				\$ -
5650	Federal Assistance				\$ -
5630	Miscellaneous				\$ -
Total Revenue		\$ -	\$ -	\$ 5,260,939.10	\$ 5,260,939.10

Expenses

Acc. Num.	Account Description	2021-2022 Actuals	2022-2023 Adopted Budget	2022-2023 Year End Estimate	2023-2024 Proposed Base
Personal Services					
SUBTOTAL PERSONNEL SERVICES		\$ -	\$ -	\$ -	\$ -
Equipment					
6631	Office Equipment	\$ -	\$ 13,000.00	\$ 5,488.89	\$ 5,000.00
6635	New Equipment	\$ 37,074.92	\$ 881,000.00	\$ 1,067,827.03	\$ 172,891.00
6639	Vehicle Repairs & Equipment				\$ 2,500.00
6640	New Vehicles	\$ 34,358.98	\$ 40,000.00	\$ -	\$ 270,000.00
6650	Machinery & Equip Repairs	\$ -	\$ 505,000.00	\$ 305,883.02	\$ 17,500.00
6632	IT/Software				\$ 43,988.00
SUBTOTAL CONTRACTUAL		\$ 71,433.90	\$ 1,406,000.00	\$ 1,373,690.05	\$ 511,879.00
Projects					
6642	Building Renovations/Repairs	\$ 46,387.14	\$ 48,000.00	\$ 35,825.83	\$ 639,100.00
6622	Street Repairs				\$ -
6634	Infrastructure Repairs				\$ 783,203.00
SUBTOTAL SUPPLIES/MAINTENANCE		\$ -	\$ -	\$ -	\$ 1,422,303.00
TOTAL EXPENSE		\$ 71,433.90	\$ 1,406,000.00	\$ 1,373,690.05	\$ 1,934,182.00
NET INCOME		\$ (71,433.90)	\$ (1,406,000.00)	\$ 3,887,249.05	\$ 3,326,757.10



Utility Fund Capital Improvement

Revenues

206	Description	PY22 Amount	FY23 Budget	FY23 YE Estimate	FY24 Proposed
	Balance Rollover			\$ 1,372,450.35	\$ 2,065,795.09
206-5711	Transfer from General Fund		\$ 200,000.00		\$ -
206-5623	Time Warrants Sold	\$ -	\$ 445,272.00	\$ 121,098.00	\$ -
206-5624	CD Interest/Utility Deposit	\$ 938.00	\$ 2,500.00	\$ 7,228.46	\$ 7,500.00
206-5625	Interest Income	\$ 307.00	\$ -	\$ -	\$ -
206-5627	Insurance Refund	\$ 3,716.00	\$ -	\$ -	\$ -
206-5630	Miscellaneous Income	\$ 9,030.00	\$ 10,000.00	\$ 3,288.00	\$ 3,288.00
806-5624	Interest TWDB Escrow	\$ 4.86	\$ -	\$ 20,170.59	
806-5625	Interest	\$ 127.47	\$ -	\$ 36,013.82	
	WEDCO/WIDC Improvements				
	Federal Assistance				
	Grants				
	Total Income	\$ 14,123.13	\$ 657,772.00	\$ 1,660,249.21	\$ 2,076,593.09

Expenses

Acc. Num.	Account Description	2021-2022 Actuals	2022-2023 Adopted Budget	2022-2023 Year End Estimate	2023-2024 Proposed Base
Personal Services					
	SUBTOTAL PERSONNEL SERVICES	\$ -	\$ -	\$ -	\$ -
Equipment					
6631	Office Equipment	\$ 2,500.00			\$ 2,500.00
6639	New Equipment				
6640	New Vehicles	\$ -			\$ 55,000.00
6650	Machinery & Equip Repairs	\$ 196,272.00			\$ 126,729.00
	New Heavy Equipment				
	Equipment Rental				
	Information Technology				
800-6271	Engineering	\$ 17,010.18			
800-6346	Electrical Supplies	\$ 2,419.40			
	SUBTOTAL CONTRACTUAL	\$ 215,701.58	\$ -	\$ -	\$ 186,229.00
Projects					
6635	Infrastructure	\$ 523,900.00	\$ 595,875.75	\$ 595,875.75	\$ 955,000.00
	Building Renovations				
	SUBTOTAL SUPPLIES/MAINTENANCE	\$ 523,900.00	\$ 595,875.75	\$ 595,875.75	\$ 955,000.00
	TOTAL EXPENSE	\$ 739,601.58	\$ 595,875.75	\$ 595,875.75	\$ 1,141,229.00
	NET INCOME	\$ (725,478.45)	\$ 61,896.25	\$ 964,373.46	\$ 935,364.09

2023-2024 Possible Commitments

Possible Project	Type A		Type B	Total Amount
Audit	1,800	Professional	3,600	5,400
Branding & Logo Projects	5,500	Grounds	10,000	15,500
Comprehensive Plan (i.e. Splash Pad/Center St. Park...etc)	206,000	Professional	414,000	620,000
Whitecotton Park Con./bathroom	123,000	Professional	247,000	370,000
Grant apps	0	Grant	60,000	60,000
Banners for Downtown PJH3	700	Grounds	1,500	2,200
Subscription to Data	5,000	Subscript	10,000	15,000
United States Postal Service	0	Grounds	10,000	10,000
Water Storage Tank Prof. Fees	100,000	Professional	200,000	300,000
TOTAL	442,000		956,100	1,398,100

TYPE A 2023-2024 Proposed Budget				
		2022-2023 Adopted		2023- 2024 Proposed
401 REVENUE SUMMARY				
	TOTAL REVENUES	199,085	261,473	508,835
401 EXPENDITURE SUMMARY				
	TOTAL EXPENDITURES	199,085	62,574	508,835
402 REVENUE SUMMARY				
	TOTAL REVENUES			
402 EXPENDITURE SUMMARY				
	TOTAL EXPENDITURES			
401 Industrial Development Corporation				
TAXES				
	Other Revenues			
5120	Sales tax	190,000	221,392	200,000
	REVENUE CATEGORY TOTALS	190,000	169,424	200,000
LICENSE & PERMITS				
5210				
	REVENUE CATEGORY TOTALS			
CHARGES FOR SERVICES				
FINES & FORFEITURES				
OTHER REVENUES				
5625	INTEREST INCOME	3,000	40,007	30,000
5630	MISCELLANEOUS	0	74	0
5635	Property	0		0
	REVENUE CATEGORY TOTALS	3,000	40,080	30,000
TRANSFER FROM OTHER FUNDS				
5706	TRANSFER IN	6,085	0	278,835
	REVENUE CATEGORY TOTALS	6,085	0	278,835
OTHER				
	TOTAL REVENUES	199,085	261,473	508,835
PERSONNEL SERVICES		Adopted		
660-6110	SALARIES & WAGES	32,001	29,602	32,001
660-6111	SOCIAL SECURITY/FICA	2,448	2,284	2,448
660-6112	RETIREMENT TRRS	1,946	1,762	1,946

660-6114	EMPLOYEE INSURANCE	5,625	5,150	5,625
660-6117	UNEMPLOYMENT	65	9	65
660-6118	LONGEVITY	250	250	300
6601-6120	INCENTIVE/MERIT	0	0	0
	CATEGORY TOTAL	42,935	39,057	42,385
CONTRACTUAL SERVICES				
660-6210	TELEPHONE	300	250	300
660-6221	POSTAGE	250	55	250
660-6223	MANAGEMENT FEES	200	0	200
660-6226	TRAVEL & CONFERENCE	2,800	868	2,800
660-6228	TRAINING & TUITION	2,200	0	1,200
660-6230	CAR ALLOWANCE	0	0	0
660-6239	ADVERTISING	7,000	681	3,000
660-6240	PRINTING & BINDING	500	0	200
660-6242	BUILDING & GROUNDS MAINTENANCE	2,500	1,682	9,200
660-6270	PROFESSIONAL FEES	2,000	225	430,800
660-6280	MEMBERSHIPS & SUBSCRIPTIONS	2,000	479	6,000
	CATEGORY TOTAL	19,750	4,240	453,950
SUPPLIES				
660-6310	OFFICE SUPPLIES	500	88	500
660-6320	SERVICE AWARDS	400	0	200
	JANITOR SUPPLIES	0	0	0
660-6332	FOOD & COFFEE	1,000	0	500
660-6350	DEPARTMENTAL SUPPLIES	100	49	100
	CATEGORY TOTAL	2,000	134	1,300
FIXED CHARGES				
660-6433	CONTRACTS & AGREEMENTS	132,000	18,602	9,200
660-6434	CONTINGENCY	0	0	
	CATEGORY TOTAL	132,000	18,602	9,200
CAPITAL OUTLAY				
660-6631	OFFICE EQUIPMENT	2,000	0	1,000
660-6635	EQUIPMENT NOT LISTED	1,000	540	1,000
		0		
	CATEGORY TOTAL	3,000	540	2,000
401 EXPENDITURE SUMMARY				
	TOTAL EXPENDITURES	199,085	62,571	508,135

2023-2024 Possible Commitments

Possible Project	Type A		Type B	Total Amount
Audit	1,800	Professional	3,600	5,400
Branding & Logo Projects	5,500	Grounds	10,000	15,500
Comprehensive Plan (i.e. Splash Pad/Center St. Park...etc)	206,000	Professional	414,000	620,000
Whitecotton Park Con./bathroom	123,000	Professional	247,000	370,000
Grant apps	0	Grant	60,000	60,000
Banners for Downtown PJI#3	700	Grounds	1,500	2,200
Subscription to Data	5,000	Subscript	10,000	15,000
United States Postal Service	0	Grounds	10,000	10,000
Water Storage Tank Prof. Fees	100,000	Professional	200,000	300,000
TOTAL	442,000		856,100	1,398,100

	TYPE B 2023-2024 Proposed Budget			
		2022- 2023	Yr	2023- 2024
		Adopted Budget		Proposed
403 REVENUE SUMMARY				
	TOTAL REVENUES	516,185	538,592	1,191,560
	TOTAL EXPENDITURES	516,185	120,899	1,191,560
404 REVENUE SUMMARY				
	TOTAL REVENUES	0		
404 EXPENDITURE SUMMARY				
	TOTAL EXPENDITURES	0		
403 Economic Development Corporation				
TAXES				
5120	Sales Tax	390,000	424,849	433,000
	REVENUE CATEGORY TOTALS	390,000	424,849	433,000
LICENSE & PERMITS				
5210	RENT INCOME	96,820	72,615	96,820
	REVENUE CATEGORY TOTALS	96,820	72,615	96,820
CHARGES FOR SERVICES				
FINES & FORFEITURES				
OTHER REVENUES				
5625	INTEREST INCOME	10,000	69,447	70,000
5630	MISCELLANEOUS	0	28,318	0
5650	FEDERAL ASSISTANCE	0		
	REVENUE CATEGORY TOTALS	10,000	41,128	70,000
TRANSFER FROM OTHER FUNDS				
5706	TRANSFER IN	19,365	0	591,740
	REVENUE CATEGORY TOTALS	19,365	0	591,740
OTHER				
	TOTAL REVENUES	516,185	538,592	1,191,560
PERSONNEL SERVICES				
661-6110	SALARIES & WAGES	32,001	27,017	32,001
661-6111	SOCIAL SECURITY/FICA	2,448	2,086	2,448

661-6112	RETIREMENT TMRS	1,946	1,610	1946
661-6114	EMPLOYEE INSURANCE	5,625	4,981	5625
661-6117	UNEMPLOYMENT	65	0	65
661-6118	LONGEVITY	250	250	275
661-6120	INCENTIVE/MERIT	0	0	
	CATEGORY TOTAL	42,335	35,944	42,360
CONTRACTUAL SERVICES				
661-6210	TELEPHONE	300	225	300
661-6221	POSTAGE	250	0	150
661-6223	MANAGEMENT FEES	200	0	200
661-6225	ECONOMIC DEVELOPMENT	0	0	0
661-6226	TRAVEL & CONFERENCE	5,500	1,977	5500
661-6228	TRAINING & TUITION	4,000	0	2000
661-6230	CAR ALLOWANCE	0	0	0
661-6239	ADVERTISING	5,000	1,204	5000
661-6240	PRINTING & BINDING	500	0	250
661-6242	BUILDING & GROUNDS MAINTENANCE	20,000	9,499	41,500
661-6245	INTEREST EXPENSE	0	290	0
661-6251	DEBT SERVICE	0	0	0
661-6270	PROFESSIONAL FEES	40,000	20,134	864,600
661-6280	MEMBERSHIPS & SUBSCRIPTIONS	1,000	1,026	21100
	CATEGORY TOTAL	76,750	34,355	948600
SUPPLIES				
661-6310	OFFICE SUPPLIES	800	252	800
661-6320	SERVICE AWARDS	500	60	400
661-6324	JANITOR SUPPLIES	0	0	0
661-6332	FOOD & COFFEE	1,000	41	500
661-6350	DEPARTMENTAL SUPPLIES	800	0	400
	CATEGORY TOTAL	3,100	353	2100
FIXED CHARGES				
661-6431	GRANTS	30,000	0	60,000
661-6432	POST OFFICE LEASE	54,000	40,500	54,000
661-6433	CONTRACTS & AGREEMENTS	304,000	16,667	88,500
661-6434	CONTINGENCY	0		
	CATEGORY TOTAL	388,000	57,167	202,500
CAPITAL OUTLAY				
661-6631	OFFICE EQUIPMENT	2,000	0	2000
661-6635	EQUIPMENT NOT LISTED	4,000	1,081	2000
	CATEGORY TOTAL	6,000	1,081	4000
	DEPARTMENT TOTAL	516,185	128,899	1,191,560
	TOTAL EXPENSES	516,185	128,899	1,191,560

ORDINANCE NO. 1213

APPROVING AND ADOPTING A BUDGET FOR THE CITY OF WHITESBORO, TEXAS, FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2023 AND ENDING ON SEPTEMBER 30, 2024,

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

SECTION 1. THAT THE CITY ADMINISTRATOR HAS ACCORDING TO THE LAWS OF THE STATE OF TEXAS, PREPARED AND PRESENTED TO THE CITY COUNCIL, A BUDGET COVERING THE FISCAL PERIOD OF (12) TWELVE MONTHS, BEGINNING OCTOBER 1, 2023 AND ENDING SEPTEMBER 30, 2024 EXPENDITURES OF \$ 17,363,979.00 THE (12) MONTH PERIOD FOR THE CITY OF WHITESBORO IN ALL DEPARTMENTAL OPERATIONS AND PROVISIONS FOR MEETING THE DEBT OBLIGATIONS OF THE CITY; AND

SECTION 2. WHEREAS, A PUBLIC NOTICE HAS BEEN DULY AND LEGALLY PLACED IN THE COLUMNS OF THE WHITESBORO NEWS RECORD; AND THAT A PUBLIC HEARING ON THE BUDGET HAS BEEN HELD IN AN OPEN MEETING OF THE COUNCIL AS PROVIDED BY LAW; AND

SECTION 3. WHEREAS, IT IS THE OPINION AND JUDGMENT OF THE CITY COUNCIL THAT THE BUDGET, AS PRESENTED, IS IN ALL THINGS APPROPRIATE AND CORRECT;

THEREFORE, BE IT ORDAINED THAT:

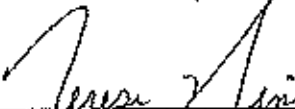
THE BUDGET IS HERE AND NOW IN ALL THINGS APPROVED AND ADOPTED AND IT IS PROVIDED THAT THE EFFECTIVE BEGINNING DATE OF THIS BUDGET SHALL BE OCTOBER 1, 2023 AND ENDING ON SEPTEMBER 30, 2024

IT IS SO ORDAINED.

PASSED AND APPROVED THIS THE 6TH DAY OF SEPTEMBER, 2023.



DAVID BLAYLOCK, MAYOR



TERESA NINO, CITY SECRETARY

ORDINANCE 1214

AN ORDINANCE FIXING THE TAX RATE ON TAXABLE PROPERTY WITHIN THE CITY LIMITS OF THE CITY OF WHITESBORO, TEXAS, FOR THE YEAR 2023 AND PROVIDING APPLICATION OF TAXES COLLECTIBLE;

BE IT THEREFORE ORDAINED BY THE CITY COUNCIL OF THE CITY OF WHITESBORO, TEXAS;

THAT THERE IS HEREBY LEVIED FOR THE YEAR 2023, ON ALL REAL ESTATE PROPERTY AND CERTAIN PERSONAL PROPERTY, INCLUDING CERTAIN VEHICLES, SITUATED WITHIN THE CITY LIMITS OF WHITESBORO, TEXAS ON JANUARY 1, 2023 EXCEPT SUCH PROPERTY THAT IS EXEMPTED BY LAWS OF THIS STATE AND OF THE UNITED STATES OF AMERICA, THE FOLLOWING TAXES ON \$100.00 VALUATION AT 100% VALUATION WITH THE TOTAL REAL ESTATE AND PERSONAL PROPERTY VALUATIONS BEING \$346,289,104

GENERAL FUND 0.399043

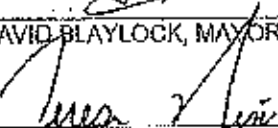
THIS TAX RATE WILL RAISE MORE TAXES FOR MAINTENANCE AND OPERATIONS THAN LAST YEAR'S TAX RATE. THE TAX RATE WILL EFFECTIVELY BE RAISED BY 0.384 % PERCENT AND WILL RAISE TAXES FOR MAINTENANCE AND OPERATIONS AND DEBT SERVICES ON A AVERAGE HOMESTEAD BY APPROXIMATELY \$ 54.00.

ALL REAL AND CERTAIN PERSONAL PROPERTY SHALL BE BILLED ON OCTOBER 1, 2023 AND SHALL BE DELINQUENT ON FEBRUARY 1, 2024. ALL DELINQUENT TAXES SHALL ACCRUE PENALTY AND INTEREST AS PROVIDED FOR IN THE STATE OF TEXAS.

PASSED AND APPROVED THIS THE 6TH DAY OF SEPTEMBER, 2023.



DAVID BLAYLOCK, MAYOR



TERESA NINO, CITY SECRETARY

City of Whitesboro, Texas
Ratification of property Tax Increase

This Budget will raise more property taxes than last year's Budget by \$113,609 for approximately a 9.38% percent increase and of that amount \$37,696.38 will include revenue raised from new improvements and new property added to the tax roll this year.

Municipal property tax rates:

Preceding fiscal year; \$0.381

(A) The no-new-revenue tax rate; \$0.345

(B) The no-new-revenue maintenance & operations tax rate; \$0.345

(C) The voter-approval tax rate; \$0.399 and

(D) The debt rate; \$0.0358 and

The total amount of municipal debt obligations \$124,071.92

Therefore, Alderman Meals motioned to ratify the property tax increase reflected in the 2023/2024 Budget Alderman Moore seconded the motion. The motion to ratify the property tax increase passed by a vote of 5 to adopt tax rate, with 0 abstaining.

Alderman record of voting:

Alderman Meals
Alderman Woolsey
Alderman Edwards

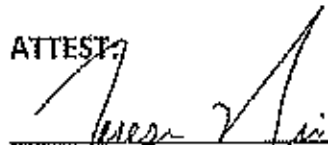
Alderman Moore
Alderman Miles

PASSED AND APPROVED this 5th day of September, 2023.



David Blaylock, Mayor

ATTEST:



Teresa Nifio, City Secretary

2023 Tax Rate Calculation Worksheet

Taxing Units Other Than School Districts or Water Districts

Form 50-856

CITY OF WHITESBORO

Taxing Unit Name

Phone (area code and number)

Taxing Unit's Address, City, State, ZIP Code

Taxing Unit's Website Address

GENERAL INFORMATION: Tax Code Section 26.04(c) requires an officer or employee designated by the governing body to calculate the no-new-revenue (NNR) tax rate and voter approval tax rate for the taxing unit. These tax rates are expressed in dollars per \$100 of taxable value calculated. The calculation process starts after the chief appraiser delivers to the taxing unit the certified appraisal roll and the estimated values of properties under protest. The designated officer or employee shall certify that the officer or employee has accurately calculated the tax rates and used values shown for the certified appraisal roll or certified estimates. The officer or employee submits the rates to the governing body by Aug. 7 or as soon thereafter as practicable.

School districts do not use this form, but instead use Comptroller Form 50-859 Tax Rate Calculation Worksheet, School District Without Chapter 313 Agreement or Comptroller Form 50-804 Tax Rate Calculation Worksheet, School District with Chapter 313 Agreement.

Water districts as defined under Water Code Section 49.004(1) do not use this form, but instead use Comptroller Form 50-858 Water District Voter-Approval Tax Rate Worksheet for Low Tax Rate and Developing Districts or Comptroller Form 50-860 Developed Water District Voter-Approval Tax Rate Worksheet.

The Comptroller's office provides this worksheet to assist taxing units in determining tax rates. The information provided in this worksheet is offered as technical assistance and not legal advice. Taxing units should consult legal counsel for interpretations of law regarding tax rate preparation and adoption.

RELATIONSHIP OF NEW REVENUE TAX RATE

The NNR tax rate enables the public to evaluate the relationship between taxes for the prior year and for the current year based on a tax rate that would produce the same amount of taxes (no new taxes) if applied to the same properties that are taxed in both years. When appraised values increase, the NNR tax rate should decrease.

The NNR tax rate for a county is the sum of the NNR tax rates calculated for each type of tax the county levies.

While uncommon, it is possible for a taxing unit to provide an exemption for only maintenance and operations taxes. In this case, the taxing unit will need to calculate the NNR tax rate separately for the maintenance and operations tax and the debt tax, then add the two components together.

2022 NO-NEW-REVENUE TAX RATE WORKSHEET		AMOUNT
1.	2022 total taxable value. Enter the amount of 2022 taxable value on the 2022 tax roll today. Include any adjustments since last year's certification exclude Tax Code Section 25.25(a) one-fourth and one-third over-appraisal corrections from these adjustments. Exclude any property value subject to an appeal under Chapter 42 as of July 25 (will add undisputed value in Line 6). This total includes the taxable value of homesteads with tax ceilings (will deduct in Line 2) and the captured value for tax increment financing (adjustment is made by deducting TIF taxes, as reflected in Line 12).	\$ 372,305,433
2.	2022 tax ceilings. Counties, cities and junior college districts. Enter 2022 total taxable value of homesteads with tax ceilings. These include the homesteads of homeowners age 65 or older or disabled. Other taxing units enter 0. If your taxing unit adopted the tax ceiling provision in 2022 or a prior year for homeowners age 65 or older or disabled, use this step.	\$ 60,392,814
3.	Preliminary 2022 adjusted taxable value. Subtract Line 2 from Line 1.	\$ 312,002,610
4.	2022 total adopted tax rate.	\$ 0.301254 /\$100
5.	2022 taxable value lost because court appeals of ARB decisions reduced 2022 appraised value.	
	A. Original 2022 ARB values.	\$ 0
	B. 2022 values resulting from final court decisions.	\$ 0
	C. 2022 value loss. Subtract B from A.	\$ 0
6.	2022 taxable value subject to an appeal under Chapter 42, as of July 25.	
	A. 2022 ARB certified values.	\$ 2,577,264
	B. 2022 disputed values.	\$ 308,608
	C. 2022 undisputed value. Subtract B from A.	\$ 2,160,100
7.	2022 Chapter 42 related adjusted value. Add Line 5C and Line 6C.	\$ 2,160,608

Tax Code Section 26.04(c)

Tax Code Section 26.04(c)

Tax Code Section 26.04(c)

Tax Code Section 26.04(c)

Form developed by: Texas Comptroller of Public Accounts, Property Tax Assistance Division

For additional copies, visit: comptroller.texas.gov/taxes/property-tax

50-856-6-23/10

8.	2022 taxable value, adjusted for actual and potential court-ordered adjustments. Add line 3 and line 7.	\$ 314,193,285
9.	2022 taxable value of property in territory the taxing unit encompassed after Jan. 1, 2022. Enter the 2022 value of property in chartered territory. ¹	\$ 88,040
10.	2022 taxable value lost because property first qualified for an exemption in 2023. If the taxing unit increased an original exemption, use the difference between the original exempted amount and the increased exempted amount. Do not include value lost due to transfer, goods-in-transit, temporary disaster exemptions. Note that lowering the amount or percentage of an existing exemption in 2023 does not create a new exemption or reduce taxable value. A. Absolute exemptions. Use 2022 market value: \$ 60,768 B. Partial exemptions. 2023 exemption amount or 2023 percentage exemption times 2022 value: + \$ 600,938 C. Value loss. Add A and B. ²	\$ 657,600
11.	2022 taxable value lost because property first qualified for agricultural appraisal [1-d or 1-d-1], timber appraisal, recreational/scenic appraisal or public access airport special appraisal in 2023. Use only properties that qualified in 2023 for the first time; do not use properties that qualified in 2022. A. 2022 market value: \$ 0 B. 2023 productivity or special appraised value: - \$ 0 C. Value loss. Subtract B from A. ³	\$ 0
12.	Total adjustments for lost value. Add lines 9, 10C and 11C.	\$ 764,640
13.	2022 captured value of property in a TIF. Enter the total value of 2022 captured appraised value of property taxable by a taxing unit in a tax increment financing zone for which 2022 taxes were deposited into the tax increment fund. ⁴ If the taxing unit has no captured appraised value in line 10D, enter 0.	\$ 0
14.	2022 total value. Subtract line 12 and line 13 from line 8.	\$ 313,428,645
15.	Adjusted 2022 total levy. Multiply line 4 by line 14 and divide by \$100.	\$ 1,184,000
16.	Taxes refunded for years preceding tax year 2022. Enter the amount of taxes refunded by the taxing unit for tax years preceding tax year 2022. Types of refunds include court decisions, Tax Code Section 25.25(h) and (i) corrections and Tax Code Section 31.1 payment errors. Do not include refunds for tax year 2022. This line applies only to tax years preceding tax year 2022. ⁵	\$ 611
17.	Adjusted 2022 levy with refunds and TIF adjustment. Add lines 15 and 16. ⁶	\$ 1,185,000
18.	Total 2023 taxable value on the 2023 certified appraisal roll today. This value includes only certified values or certified estimate of values and includes the total taxable value of homesteads with tax ceilings (will deduct in line 20). These homesteads include homeowners age 65 or older or disabled. ⁷ A. Certified values: \$ 422,760,802 B. Certified include railroad rolling stock values certified by the Comptroller's office: + \$ C. Pollution control and energy storage system exemptions. Deduct the value of property exempted for the current tax year for the first time as pollution control or energy storage system property: - \$ 0 D. Tax increment financing. Deduct the 2023 captured appraised value of property taxable by a taxing unit in a tax increment financing zone for which the 2023 taxes will be deposited into the tax increment fund. Do not include any new property value that will be included in line 23 below. ⁸ - \$ 0 E. Total 2023 value. Add A and B, then subtract C and D.	\$ 422,760,802

¹ Tax. Rev. Code § 26.012(1)(3)
² Tax. Rev. Code § 26.012(1)(3)
³ Tax. Rev. Code § 26.012(1)(3)
⁴ Tax. Rev. Code § 26.012(1)(3)
⁵ Tax. Rev. Code § 26.012(1)(3)
⁶ Tax. Rev. Code § 26.012(1)(3)
⁷ Tax. Rev. Code § 26.012(1)(3)
⁸ Tax. Rev. Code § 26.012(1)(3)

19.	Total value of properties under protest or not included on certified appraisal roll. ¹⁹ A. 2023 taxable value of properties under protest. The chief appraiser certifies a list of properties still under AdIT protest. The list shows the appraisal district's value and the taxpayer's claimed value, if any, or an estimate of the value if the taxpayer wins. For each of the properties under protest, use the lowest of these values. Enter the total value under protest. ¹⁹ \$ 0 B. 2023 value of properties not under protest or included on certified appraisal roll. The chief appraiser gives taxing units a list of those taxable properties that the chief appraiser knows about but are not included in the appraisal roll certification. These properties also are not on the list of properties that are still under protest. On this list of properties, the chief appraiser includes the market value, appraised value and exemptions for the preceding year and a reasonable estimate of the market value, appraised value and exemptions for the current year. Use the lower market, appraised or taxable value (as appropriate). Enter the total value of property not on the certified roll. ¹⁹ \$ 0 C. Total value under protest or not certified. Add A and B. \$ 0	
20.	2023 tax ceilings. Counties, cities and junior colleges enter 2023 total taxable value of homesteads with tax ceilings. These include the homesteads of homeowners age 65 or older or disabled. Other taxing units enter 0. If your taxing unit adopted the tax ceiling provisions in 2022 or a prior year for homeowners age 65 or older or disabled, use this step. ²⁰	\$ 57,031,700
21.	2023 total taxable value. Add Lines 18E and 19C. Subtract Line 20. ²¹	\$ 356,739,019
22.	Total 2023 taxable value of properties in territory annexed after Jan. 1, 2022. Include both real and personal property. Enter the 2023 value of property in territory annexed. ²²	\$ 0
23.	Total 2023 taxable value of new improvements and new personal property located in new improvements. New means the item was not on the appraisal roll in 2022. An improvement is a building, structure, fixture or fence erected on or affixed to land. New additions to existing improvements may be included if the appraised value can be determined. New personal property in a new improvement must have been brought into the taxing unit after Jan. 1, 2022 and be located in a new improvement. New improvements do include property on which a tax abatement agreement has expired for 2023. ²³	\$ 8,447,716
24.	Total adjustments to the 2023 taxable value. Add Lines 22 and 23.	\$ 8,447,716
25.	Adjusted 2023 taxable value. Subtract Line 24 from Line 21.	\$ 348,291,303
26.	2023 NMR tax rate. Divide Line 17 by Line 25 and multiply by \$100. ²⁴	\$ 0.846263 /\$100
27.	COUNTIES ONLY. Add together the NMR tax rates for each type of tax the county levies. The total is the 2023 county NMR tax rate. ²⁵	\$ /\$100

SECTION 2: Voter-Approval Tax Rate

The voter-approval tax rate is the highest tax rate that a taxing unit may adopt without holding an election to seek voter approval of the rate. The voter-approval tax rate is split into two separate rates:

- Maintenance and Operations (M&O) Tax Rate** The M&O portion is the tax rate that is needed to raise the same amount of taxes that the taxing unit levied in the prior year plus the applicable percentage allowed by law. This rate accounts for such things as salaries, utilities and day-to-day operations.
- Debt Rate** The debt rate includes the debt service necessary to pay the taxing unit's debt payments in the coming year. This rate accounts for principal and interest on bonds and other debt secured by property tax revenue.

The voter-approval tax rate for a county is the sum of the voter-approval tax rates calculated for each type of tax the county levies. In most cases the voter-approval tax rate exceeds the no-new-revenue tax rate, but occasionally decreases in a taxing unit's debt service will cause the NMR tax rate to be higher than the voter-approval tax rate.

28.	2022 M&O tax rate. Enter the 2022 M&O tax rate.	\$ 0.381264 /\$100
29.	2022 taxable value, adjusted for actual and potential court-ordered adjustments. Enter the amount in line 8 of the No-New-Revenue Tax Rate Worksheet.	\$ 314,103,405

¹⁹ Tax. Exp. Code §26.01(a) and (b)
²⁰ Tax. Exp. Code §26.01(a)
²¹ Tax. Exp. Code §26.01(a)
²² Tax. Exp. Code §26.01(a)(1)
²³ Tax. Exp. Code §26.01(a)
²⁴ Tax. Exp. Code §26.01(a)
²⁵ Tax. Exp. Code §26.01(a)

30.	Total 2022 M&O levy. Multiply Line 28 by Line 29 and divide by \$100	\$ 1,107,078
31.	Adjusted 2022 levy for calculating NNA M&O rate.	
A.	M&O taxes refunded for years preceding tax year 2022. Enter the amount of M&O taxes refunded in the preceding year for taxes before that year. Types of refunds include court decisions, Tax Code Section 25.25(b) and (c) corrections and Tax Code Section 31.11 payment errors. Do not include refunds for tax year 2022. This line applies only to tax years preceding tax year 2022.	+ \$ 611
B.	2022 taxes in TIF. Enter the amount of taxes paid into the tax increment fund for a reinvestment zone as agreed by the taxing unit. If the taxing unit has no 2022 captured appraised value in Line 180, enter 0.	- \$ 0
C.	2022 transferred function. If discontinuing all of a department, function or activity and transferring it to another taxing unit by written contract, enter the amount spent by the taxing unit discontinuing the function in the 12 months preceding the month of this calculation. If the taxing unit did not operate this function for this 12-month period, use the amount spent in the last full fiscal year in which the taxing unit operated the function. The taxing unit discontinuing the function will subtract this amount in 3 below. The taxing unit receiving the function will add this amount in 3 below. Other taxing units enter 0.	+/- \$ 0
D.	2022 M&O levy adjustment. Subtract B from A. For taxing unit with C, subtract if discontinuing function and add if receiving function.	\$ 611
E.	Add Line 30 to 31D.	\$ 1,107,689
32.	Adjusted 2023 taxable value. Enter the amount in Line 25 of the <i>Non-Resident Tax Rate Worksheet</i> .	\$ 340,280,194
33.	2023 NNA M&O rate (unadjusted). Divide Line 31E by Line 32 and multiply by \$100.	0.344004 /\$100
34.	Rate adjustment for state criminal justice mandate. ²¹ If not applicable or less than zero, enter 0.	
A.	2023 state criminal justice mandate. Enter the amount spent by a county in the previous 12 months providing for the maintenance and operation cost of keeping inmates in county-paid facilities after they have been sentenced. Do not include any state reimbursement received by the county for this same purpose.	\$ 0
B.	2022 state criminal justice mandate. Enter the amount spent by a county in the 12 months prior to the previous 12 months providing for the maintenance and operation cost of keeping inmates in county-paid facilities after they have been sentenced. Do not include any state reimbursement received by the county for this same purpose. Enter zero if this is the first time the mandate applies.	- \$ 0
C.	Subtract B from A and divide by Line 32 and multiply by \$100.	\$ 0 /\$100
D.	Enter the rate calculated in C. If not applicable, enter 0.	\$ 0 /\$100
35.	Rate adjustment for indigent health care expenditures. ²² If not applicable or less than zero, enter 0.	
A.	2023 indigent health care expenditures. Enter the amount paid by a taxing unit providing for the maintenance and operation cost of providing indigent health care for the period beginning on July 1, 2022 and ending on June 30, 2023, less any state assistance received for the same purpose.	\$ 0
B.	2022 indigent health care expenditures. Enter the amount paid by a taxing unit providing for the maintenance and operation cost of providing indigent health care for the period beginning on July 1, 2021 and ending on June 30, 2022, less any state assistance received for the same purpose.	- \$ 0
C.	Subtract B from A and divide by Line 32 and multiply by \$100.	\$ 0 /\$100
D.	Enter the rate calculated in C. If not applicable, enter 0.	\$ 0 /\$100

²¹Repealed for compliance
with Tax Code §26.014
²²Repealed for compliance
with Tax Code §26.014

36.	<p>Rate adjustment for county indigent defense compensation.¹¹ If not applicable or less than zero, enter 0.</p> <p>A. 2023 indigent defense compensation expenditures. Enter the amount paid by a county to provide appointed counsel for indigent individuals and fund the operations of a public defender's office under Article 26.044, Code of Criminal Procedure for the period beginning on July 1, 2022 and ending on June 30, 2023, less any state grants received by the county for the same purpose. \$ 0</p> <p>B. 2022 indigent defense compensation expenditures. Enter the amount paid by a county to provide appointed counsel for indigent individuals and fund the operations of a public defender's office under Article 26.044, Code of Criminal Procedure for the period beginning on July 1, 2021 and ending on June 30, 2021, less any state grants received by the county for the same purpose. \$ 0</p> <p>C. Subtract B from A and divide by Line 32 and multiply by \$100. \$ 0 /\$100</p> <p>D. Multiply B by 0.05 and divide by Line 32 and multiply by \$100. \$ 0 /\$100</p> <p>E. Enter the lesser of C and D. If not applicable, enter 0. \$ 0 /\$100</p>	
37.	<p>Rate adjustment for county hospital expenditures.¹² If not applicable or less than zero, enter 0.</p> <p>A. 2023 eligible county hospital expenditures. Enter the amount paid by the county or municipality to maintain and operate an eligible county hospital for the period beginning on July 1, 2022 and ending on June 30, 2023. \$ 0</p> <p>B. 2022 eligible county hospital expenditures. Enter the amount paid by the county or municipality to maintain and operate an eligible county hospital for the period beginning on July 1, 2021 and ending on June 30, 2021. \$ 0</p> <p>C. Subtract B from A and divide by Line 32 and multiply by \$100. \$ 0 /\$100</p> <p>D. Multiply B by 0.08 and divide by Line 32 and multiply by \$100. \$ 0 /\$100</p> <p>E. Enter the lesser of C and D. If not applicable, enter 0. \$ 0 /\$100</p>	
38.	<p>Rate adjustment for defending municipality. This adjustment only applies to a municipality that is considered to be a defending municipality for the current tax year under Chapter 109, Local Government Code. Chapter 109, Local Government Code only applies to municipalities with a population of more than 250,000 and includes a written determination by the Office of the Governor. See Tax Code Section 26.044 for more information.</p> <p>A. Amount appropriated for public safety in 2022. Enter the amount of money appropriated for public safety in the budget adopted by the municipality for the preceding fiscal year. \$ 0</p> <p>B. Expenditures for public safety in 2022. Enter the amount of money spent by the municipality for public safety during the preceding fiscal year. \$ 0</p> <p>C. Subtract B from A and divide by Line 32 and multiply by \$100. \$ 0 /\$100</p> <p>D. Enter the rate calculated in C. If not applicable, enter 0. \$ 0 /\$100</p>	
39.	<p>Adjusted 2023 M&O ratio. Add lines 33, 34D, 35D, 36E, and 37E. Subtract Line 38A. \$ 0.346094 /\$100</p>	
40.	<p>Adjustment for 2022 sales tax specifically to reduce property taxes. Cities, counties and hospital districts that collected and spent additional sales tax on M&O expenses in 2022 should complete this line. These entities will deduct the sales tax gain rate for 2023 in Section 3. Other taxing units, enter zero.</p> <p>A. Enter the amount of additional sales tax collected and spent on M&O expenses in 2022, if any. Counties must exclude any amount that was spent for economic development grants from the amount of sales tax spent. \$ 284,756</p> <p>B. Divide Line 40A by Line 32 and multiply by \$100. \$ 0.073507 /\$100</p> <p>C. Add Line 40B to Line 39. \$ 0.419601 /\$100</p>	
41.	<p>2023 voter-approved M&O rate. Enter the rate as calculated by the appropriate scenario below. Special Taxing Unit. If the taxing unit qualifies as a special taxing unit, multiply Line 40C by 1.00. - OF - Other Taxing Unit. If the taxing unit does not qualify as a special taxing unit, multiply Line 40C by 1.035. \$ 0.434340 /\$100</p>	

¹¹ Tax Code § 26.044
¹² Tax Code § 105.043

D41.	<p>Disaster Line 41 (D41): 2023 voter-approved M&O rate for taxing unit affected by disaster declaration. If the taxing unit is located in an area declared a disaster area and at least one person is granted an exemption under Tax Code Section 11.35 for property located in the taxing unit, the governing body may direct the person calculating the voter-approved tax rate to calculate in the manner provided for a special taxing unit. The taxing unit shall continue to calculate the voter-approved tax rate in this manner until the earlier of</p> <p>1) the first year in which total taxable value on the certified appraisal roll exceeds the total taxable value of the tax year in which the disaster occurred, or</p> <p>2) the third tax year after the tax year in which the disaster occurred</p> <p>If the taxing unit qualifies under this scenario, multiply line 40C by 1.08. ²¹ If the taxing unit does not qualify, do not complete Disaster line 41 (line D41).</p>	<p>\$ 0 /100</p>
42.	<p>Total 2023 debt to be paid with property taxes and additional sales tax revenue. Debt means the interest and principal that will be paid on debts that:</p> <p>(1) are paid by property taxes,</p> <p>(2) are secured by property taxes,</p> <p>(3) are scheduled for payment over a period longer than one year, and</p> <p>(4) are not classified in the taxing unit's budget as M&O expenses.</p> <p>A. Debt also includes contractual payments to other taxing units that have incurred debt on behalf of this taxing unit, if those debts meet the four conditions above. Include only amounts that will be paid from property tax revenue. Do not include appraisal district budget payments. If the governing body of a taxing unit authorized or agreed to authorize a bond, warrant, certificate of obligation, or other evidence of indebtedness on or after Sept. 1, 2021, verify if it meets the amended definition of debt before including it here. ²²</p> <p>Enter debt amount \$ 123,170</p> <p>B. Subtract unencumbered fund amount used to reduce total debt. - \$ 0</p> <p>C. Subtract certified amount spent from sales tax to reduce debt (enter zero if none) - \$ 0</p> <p>D. Subtract amount paid from other resources - \$ 0</p> <p>E. Adjusted debt. Subtract B, C and D from A. \$ 123,170</p>	<p>\$ 123,170</p>
43.	<p>Certified 2022 excess debt collections. Enter the amount certified by the collector. ²³</p>	<p>\$ 0</p>
44.	<p>Adjusted 2023 debt. Subtract line 43 from line 42E.</p>	<p>\$ 123,170</p>
45.	<p>2023 anticipated collection rate.</p> <p>A. Enter the 2023 anticipated collection rate certified by the collector. ²⁴ 98.80 %</p> <p>B. Enter the 2022 actual collection rate. 98.07 %</p> <p>C. Enter the 2021 actual collection rate. 98.40 %</p> <p>D. Enter the 2020 actual collection rate. 98.71 %</p> <p>E. If the anticipated collection rate in A is lower than actual collection rates in B, C and D, enter the lowest collection rate from B, C and D. If the anticipated rate in A is higher than at least one of the rates in the prior three years, enter the rate from A. Note that this rate can be greater than 100%. ²⁵</p>	<p>98.80 %</p>
46.	<p>2023 debt adjusted for collections. Divide line 44 by line 45E.</p>	<p>\$ 127,489</p>
47.	<p>2023 total taxable value. Enter the amount on line 21 of the <i>No-New-Avenue Tax Rate Worksheet</i>.</p>	<p>\$ 365,718,019</p>
48.	<p>2023 debt ratio. Divide line 46 by line 47 and multiply by 100.</p>	<p>\$ 0.035020 /100</p>
49.	<p>2023 voter-approved tax rate. Add lines 41 and 48.</p>	<p>\$ 0.476170 /100</p>
D42.	<p>Disaster Line 42 (D42): 2023 voter-approved tax rate for taxing unit affected by disaster declaration. Complete this line if the taxing unit calculated the voter-approved tax rate in the manner provided for a special taxing unit on line D41. Add line D41 and 48.</p>	<p>\$ /100</p>

²¹ See Tax Code §26.012(2).

²² See Tax Code §26.012(2).

²³ See Tax Code §26.012(2) and 26.012(3).

²⁴ See Tax Code §26.012(3).

²⁵ See Tax Code §26.012(3) and (4).

50. COUNTIES ONLY: Add together the voter-approval tax rates for each type of tax the county levies. The total is the 2023 county voter-approval tax rate.	\$ 0 /\$100
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SECTION 2: Additional Sales Tax to Reduce Property Taxes

Cities, counties and hospital districts may levy a sales tax specifically to reduce property taxes. Local voters by election must approve imposing or abolishing the additional sales tax. If approved, the taxing unit must reduce its NMR and voter-approval tax rates to offset the expected sales tax revenue.

This section should only be completed by a county, city or hospital district that is required to adjust its NMR tax rate and/or voter-approval tax rate because it adopted the additional sales tax.

51. Taxable Sales. For taxing units that adopted the sales tax in November 2022 or May 2023, enter the Comptroller's estimate of taxable sales for the previous four quarters. ¹³ Estimates of taxable sales may be obtained through the Comptroller's Allocation Historical Summary webpage. Taxing units that adopted the sales tax before November 2022, enter 0.	\$ 0
52. Estimated sales tax revenue. Counties exclude any amount that is or will be spent for economic development grants from the amount of estimated sales tax revenue. ¹⁷ Taxing units that adopted the sales tax in November 2022 or in May 2023. Multiply the amount on Line 51 by the sales tax rate (.01, .005 or .0025, as applicable) and multiply the result by .95. ¹⁴ Taxing units that adopted the sales tax before November 2022. Enter the sales tax revenue for the previous four quarters. Do not multiply by .95.	\$ 268,053
53. 2023 total taxable value. Enter the amount from Line 21 of the No-New-Revenue Tax Rate Worksheet.	\$ 365,739,019
54. Sales tax adjustment rate. Divide Line 52 by Line 53 and multiply by \$100.	0.073135 /\$100
55. 2023 NMR tax rate, unadjusted for sales tax. ¹⁵ Enter the rate from Line 26 or 27, as applicable, on the No-New-Revenue Tax Rate Worksheet.	0.346203 /\$100
56. 2023 NMR tax rate, adjusted for sales tax. Taxing units that adopted the sales tax in November 2022 or in May 2023. Subtract Line 54 from Line 55. Skip to Line 57 if you adopted the additional sales tax before November 2022.	0.346203 /\$100
57. 2023 voter-approval tax rate, unadjusted for sales tax. ¹⁶ Enter the rate from Line 49, Line D49 (disaster) or Line 50 (counties) as applicable, of the Voter-Approval Tax Rate Worksheet.	0.470178 /\$100
58. 2023 voter-approval tax rate, adjusted for sales tax. Subtract Line 54 from Line 57.	0.399943 /\$100

SECTION 3: Additional Sales Tax to Reduce Property Taxes

A taxing unit may reduce its rate for M&O funds used to pay for a facility, device or method for the control of air, water or land pollution. This includes any land, structure, building, installation, excavation, machinery, equipment or device that is used, constructed, acquired or installed wholly or partly to meet or exceed pollution control requirements. The taxing unit's expenses are those necessary to meet the requirements of a permit issued by the Texas Commission on Environmental Quality (TCEQ). The taxing unit must provide the tax assessor with a copy of the TCEQ letter of determination that states the portion of the cost of the installation for pollution control.

This section should only be completed by a taxing unit that uses M&O funds to pay for a facility, device or method for the control of air, water or land pollution.

59. Capital expenses from the Texas Commission on Environmental Quality (TCEQ). Enter the amount certified in the determination letter from TCEQ. ¹⁷ The taxing unit shall provide its tax assessor-collector with a copy of the letter. ¹⁸	\$ 0
60. 2023 total taxable value. Enter the amount from Line 21 of the No-New-Revenue Tax Rate Worksheet.	\$ 365,739,019
61. Additional rate for pollution control. Divide Line 59 by Line 60 and multiply by \$100.	0 /\$100
62. 2023 voter-approval tax rate, adjusted for pollution control. Add Line 61 to one of the following lines (as applicable): Line 49, Line D49 (disaster), Line 50 (counties) or Line 58 (taxing units with the additional sales tax).	0.399943 /\$100

¹³Tex. Tax Code § 58.041(b)
¹⁴Tex. Tax Code § 58.041(d)
¹⁵Tex. Tax Code § 58.041(d)
¹⁶Tex. Tax Code § 58.041(d)
¹⁷Tex. Tax Code § 58.041(d)
¹⁸Tex. Tax Code § 58.041(d)

SECTION 5: Voter-Approval Tax Rate Adjustment for Unused Increment Rate

The unused increment rate is the rate equal to the difference between the adopted tax rate and voter-approval tax rate adjusted to remove the unused increment rate for the prior three years.⁴³ In a year when a taxing unit adopts a rate by applying any portion of the unused increment rate, the portion of the unused increment rate must be backed out of the calculation for that year.

The difference between the adopted tax rate and adjusted voter-approval tax rate is considered zero in the following scenarios:

- a tax year before 2020;⁴⁴
- a tax year in which the municipality is a defending municipality, as defined by Tax Code Section 26.050(a);⁴⁵ or
- after Jan. 1, 2022, a tax year in which the comptroller determines that the county implemented a budget reduction or reallocation described by Local Government Code Section 120.002(n) without the required voter approval.⁴⁶

Individual components can be negative, but the overall rate would be the greater of zero or the calculated rate.

This section should only be completed by a taxing unit that does not meet the definition of a special taxing unit.⁴⁷

63.	Year 3 component. Subtract the 2022 actual tax rate and the 2022 unused increment rate from the 2022 voter-approval tax rate.	
A.	Voter-approval tax rate (Line 67).....	\$ 0.381254 /\$100
B.	Unused increment rate (Line 66).....	\$ 0.000058 /\$100
C.	Subtract B from A.....	\$ 0.381196 /\$100
D.	Adopted Tax Rate.....	\$ 0.381254 /\$100
E.	Subtract D from C.....	\$ -0.000058 /\$100
64.	Year 2 component. Subtract the 2021 actual tax rate and the 2021 unused increment rate from the 2021 voter-approval tax rate.	
A.	Voter-approval tax rate (Line 67).....	\$ 0.384804 /\$100
B.	Unused increment rate (Line 66).....	\$ 0.000059 /\$100
C.	Subtract B from A.....	\$ 0.384745 /\$100
D.	Adopted Tax Rate.....	\$ 0.384643 /\$100
E.	Subtract D from C.....	\$ 0.000102 /\$100
65.	Year 1 component. Subtract the 2020 actual tax rate and the 2020 unused increment rate from the 2020 voter-approval tax rate.	
A.	Voter-approval tax rate (Line 67).....	\$ 0.340833 /\$100
B.	Unused increment rate (Line 66).....	\$ 0 /\$100
C.	Subtract B from A.....	\$ 0.340833 /\$100
D.	Adopted Tax Rate.....	\$ 0.348576 /\$100
E.	Subtract D from C.....	\$ -0.007743 /\$100
66.	2023 unused increment rate. Add lines 63E, 64E and 65E.	\$ 0.000000 /\$100
67.	Total 2023 voter-approval tax rate, including the unused increment rate. Add line 66 to one of the following lines (as applicable): Line 49, Line D49 (distaster), Line 50 (counties), Line 58 (taxing units with the additional sales tax) or Line 62 (taxing units with pollution control).	\$ 0.380093 /\$100

⁴³ See Tax Code §26.011(d).

⁴⁴ See Tax Code §26.011(f).

⁴⁵ See Tax Code §26.050(a).

⁴⁶ See Local Government Code §120.002(n), effective Jan. 1, 2022.

⁴⁷ See Tax Code §26.050(a).

⁴⁸ See Tax Code §26.050(a).

2023 tax rate. Enter the rate from line 39 of the Voter-Approval Tax Rate Worksheet.

SECTION 6: DISASTER ADJUSTMENT

This section applies to the rate equal to the sum of the no-new-revenue maintenance and operations rate, the rate that will raise \$500,000, and the current debt rate for a taxing unit.⁴⁵ This section should only be completed by a taxing unit that is a municipality of less than 30,000 or a taxing unit that does not meet the definition of a special taxing unit.⁴⁶

66.	Adjusted 2023 M&O tax rate. Enter the rate from line 39 of the Voter-Approval Tax Rate Worksheet.	\$ 0.310004 /\$100
69.	2023 total taxable value. Enter the amount on line 21 of the No-New-Revenue Tax Rate Worksheet.	\$ 365,730,010
70.	Rate necessary to impose \$500,000 in taxes. Divide \$500,000 by line 69 and multiply by \$100.	\$ 0.140393 /\$100
71.	2023 debt rate. Enter the rate from line 49 of the Voter-Approval Tax Rate Worksheet.	\$ 0.035820 /\$100
72.	Disaster rate. Add lines 66, 70 and 71.	\$ 0.622174 /\$100

SECTION 7: VOTER-APPROVAL TAX RATE ADJUSTMENT FOR EMERGENCY REVENUE RATE

In the tax year after the end of the disaster calculation time period detailed in Tax Code Section 26.042(a), a taxing unit that calculated its voter-approval tax rate in the manner provided for a special taxing unit due to a disaster must calculate its emergency revenue rate and reduce its voter-approval tax rate for that year.⁴⁷

Similarly, if a taxing unit adopted a tax rate that exceeded its voter-approval tax rate, calculated normally, without holding an election to respond to a disaster, as allowed by Tax Code Section 26.042(b), in the prior year, it must also reduce its voter-approval tax rate for the current tax year.⁴⁸

This section will apply to a taxing unit other than a special taxing unit that:

- directed the designated officer or employee to calculate the voter-approval tax rate of the taxing unit in the manner provided for a special taxing unit in the prior year; and
- the current year is the first tax year in which the total taxable value of property taxable by the taxing unit as shown on the appraisal roll for the taxing unit submitted by the assessor for the taxing unit to the governing body exceeds the total taxable value of property taxable by the taxing unit on January 1 of the tax year in which the disaster occurred or the disaster occurred four years ago. This section will apply to a taxing unit in a disaster area that adopted a tax rate greater than its voter-approval tax rate without holding an election in the prior year.

Note: This section does not apply if a taxing unit is continuing to calculate its voter-approval tax rate in the manner provided for a special taxing unit because it is still within the disaster calculation time period detailed in Tax Code Section 26.042(a) because it has not met the conditions in Tax Code Section 26.042(a)(1) or (2).

SECTION 8: EMERGENCY REVENUE RATE

73.	2022 adopted tax rate. Enter the rate in line 4 of the No-New-Revenue Tax Rate Worksheet.	\$ 0.801264 /\$100
74.	Adjusted 2022 voter-approval tax rate. Use the taxing unit's Tax Rate Calculation Worksheet from the prior year(s) to complete this line. If a disaster occurred in 2022 and the taxing unit calculated its 2022 voter-approval tax rate using a multiplier of 1.08 on Disaster Line 41 (D41) of the 2022 worksheet due to a disaster, complete the applicable sections or lines of Form 50-B56-a, Adjusted Voter-Approval Tax Rate for Taxing Units in Disaster Area Calculation Worksheet. • or • If a disaster occurred prior to 2022 for which the taxing unit continued to calculate its voter-approval tax rate using a multiplier of 1.08 on Disaster Line 41 (D41) in 2022, complete the separate Adjusted Voter-Approval Tax Rate for Taxing Units in Disaster Area Calculation Worksheet to recalculate the voter-approval tax rate the taxing unit would have calculated in 2022 if it had generated revenue based on an adopted tax rate using a multiplier of 1.035 in the year(s) following the disaster. ⁴⁹ Enter the final adjusted 2022 voter-approval tax rate from the worksheet. • or • If the taxing unit adopted a tax rate above the 2022 voter-approval tax rate without calculating a disaster tax rate or holding an election due to a disaster, no recalculation is necessary. Enter the voter-approval tax rate from the prior year's worksheet.	\$ 0 /\$100
75.	Increase in 2022 tax rate due to disaster. Subtract line 74 from line 73.	\$ 0 /\$100
76.	Adjusted 2022 taxable value. Enter the amount in line 14 of the No-New-Revenue Tax Rate Worksheet.	\$ 313,530,030
77.	Emergency revenue. Multiply line 75 by line 76 and divide by \$100.	\$ 0
78.	Adjusted 2023 taxable value. Enter the amount in line 25 of the No-New-Revenue Tax Rate Worksheet.	\$ 340,289,101
79.	Emergency revenue rate. Divide line 77 by line 78 and multiply by \$100. ⁵⁰	\$ 0 /\$100

⁴⁵ See Tax Code §26.042(b).
⁴⁶ See Tax Code §26.042(b).
⁴⁷ See Tax Code §26.042(b).
⁴⁸ See Tax Code §26.042(b).

80.	2023 voter-approval tax rate, adjusted for emergency revenue. Subtract line 79 from one of the following lines (as applicable): Line 49, Line 50 (disaster), Line 50 (combined), Line 50 (taxing units with the additional sales tax), Line 62 (taxing units with pollution control) or Line 67 (taxing units with the unused increment rate).	\$ 0.300043 /\$100
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SECTION 8 - TOTAL TAX RATE

Indicate the applicable total tax rates as calculated above.

No-new-revenue tax rate. As applicable, enter the 2023 NNR tax rate from Line 26, Line 27 (combined), or Line 56 (adjusted for sales tax). Indicate the line number used: 26 \$ 0.345263 /\$100

Voter-approval tax rate. As applicable, enter the 2023 voter-approval tax rate from Line 49, Line 50 (disaster), Line 50 (combined), Line 50 (adjusted for sales tax), Line 62 (adjusted for pollution control), Line 67 (adjusted for unused increment), or Line 69 (adjusted for emergency revenue). Indicate the line number used: 50 \$ 0.300043 /\$100

De minimis rate. If applicable, enter the 2023 de minimis rate from Line 72. \$ 0.522478 /\$100

SECTION 9 - TAXING UNIT REPRESENTATIVE AND SIGNATURE

Enter the name of the person preparing the tax rate as authorized by the governing body of the taxing unit. By signing below, you certify that you are the designated officer or employee of the taxing unit and have accurately calculated the tax rates using values that are the same as the values shown in the taxing unit's certified appraisal roll or certified estimate of taxable value, in accordance with requirements in the Tax Code.¹⁴

print
here

Printed Name of Taxing Unit Representative

sign
here

Taxing Unit Representative

Date

¹⁴ Tax Code §56.06(b)(1) and (d)



Agenda Item: Discuss, consider and possible action on authorizing the city secretary to consolidate, add, close, and change the City Bank accounts with First State Bank.

Date: February 6, 2024

This item was discussed at the last council meeting. I proposed three new bank accounts the Preservation & Tourism, Municipal Court, and Special Revenue Funds. The Preservation & Tourism and the Municipal Court will be held at First State Bank.

The Preservation and Tourism account will receive the deposits from the hotels for Hotel/Motel Occupancy (HOT) Tax. This past year the tax has been reduced due to one of the motels has experienced a decline in use. The money received will be used to pay the City's contractual obligation to the Chamber of Commerce to help with Tourism.

The Special Revenue Fund will receive any earmarked money from donations, grants, etc. This money is typically earmarked for particular projects. Each expense line will be synonymous with a project and have the project title as the line-item name. The revenue line item will either be the department, which is used for generic donations, or the project, which ever description is best describes the intended purpose.

**CITY OF WHITESBORO, TEXAS
RESOLUTION NO. 8699**

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF WHITESBORO, TEXAS, DESIGNATING AUTHORIZED SIGNATORIES FOR CONTRACTUAL BANK DOCUMENTS WITH FIRST STATE BANK PERTAINING TO THE OPENING OF BANK ACCOUNTS AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Whitesboro, Texas will open two (2) new bank accounts in accordance with Chapter 252 of the Texas Local Government Code and the Generally Accepted Accounting Procedures, and;

WHEREAS, it is necessary to appoint persons to execute contractual documents, deposits, and checks with First State Bank for banking practices, and;

WHEREAS, the City of Whitesboro, Texas acknowledges that in the event that an authorized signatory of the City changes (elections, illness, resignations, etc.), the City must provide First State Bank with the resolution stating who the new authorized signatory is (not required if this original resolution names only the title and not the name of the signatory)

NOW; THEREFORE, BE IT RESOLVED BY THE CITY OF WHITESBORO, TEXAS, AS FOLLOWS:

Section 1: The Mayor Pro-Tem, City Secretary and Councilmember John Moore are authorized to execute contractual documents between First State Bank and the City of Whitesboro to open two (2) bank accounts named:

- Preservation & Tourism Fund
- Municipal Court Fund

Section 2: The purpose of the Preservation & Tourism Fund is to receive deposits from the Hotel Occupancy Tax paid to the City of Whitesboro from the Texas State Comptroller. This money will be used to provide tourism funds to the City and the Chamber of Commerce and to preserve the historic buildings located within the City of Whitesboro.

Section 3: The purpose of the Municipal Court Fund is to receive deposits from the Whitesboro Municipal Court and appropriate such funds for the Municipal Security Fund, Municipal Technology Fund, Municipal Jury Fund and the Truancy Fund as outlined in Chapter 134 of the Texas Local Government Code.

Section 4: This Resolution shall become effective upon its passage by the Whitesboro City Council.

PASSED and APPROVED by the City Council of the City of Whitesboro, Texas, on this the 6th day of February, 2024.

APPROVED:

ATTEST:

Mayor

City Secretary



Agenda Item: Discuss, consider and possible action on authorizing the Mayor to enter into a participation agreement with TexPool Investment Pools.

Date: February 6, 2024

This item was discussed at the last council meeting. I proposed three new bank accounts the Preservation & Tourism, Municipal Court, and Special Revenue Funds. The Special Revenue Funds will be held at TexPool. TexPool requires a participation agreement for each account to be signed by the City Mayor and/or the City Secretary.



NEW PARTICIPANT ENROLLMENT

Follow the steps below to establish a new relationship with TexPool:

1. Submit the Resolution Authorizing Participation in the TexPool Investment Pools and Designating Authorized Representatives form to the Governing Body for approval.
2. Complete, sign, and date the Participation Agreement. The Participation Agreement contains a Certificate of Incumbency on page 5 that requires the signature of the Board Officer, City Secretary, or County Clerk. A Notary Public signature is unacceptable.
3. Please have the Resolution and Participation Agreement signed by your Board Officer, Mayor, or County Judge and attested by your Board Officer, City Secretary, or County Clerk. The signature and seal of a Notary Public is unacceptable.
4. Please complete a Bank Information Sheet for each account to be opened. If you are an existing TexPool participant and are enrolling in TexPool *Prime*, please complete a TexPool to TexPool *Prime* Account Setup Form.
5. Please call Participant Services at 866-839-7665 with any questions you might have regarding the enrollment process. This includes questions such as which form do I use, who signs the form, and where do they sign. We suggest you fax the completed paperwork to TexPool for review prior to mailing. The enrollment process can be expedited by allowing a preliminary review to confirm that the forms have been completed correctly. If any modifications need to be made, we will contact you so that they can be completed before the paperwork is mailed. Our fax number is 866-839-3291.
6. Send the appropriate Resolution, the Participation Agreement(s), Bank Information Sheet(s), or TexPool to TexPool *Prime* Account Set Up Form with original signatures along with a copy of your approved Investment Policy and a copy of the minutes or Resolution passed during the past year by the governing body documenting the review and approval of the investment policy to:

TexPool Participant Services
1001 Texas Avenue, Suite 1150
Houston, Texas 77002

RELATED FORMS

- Resolution Authorizing Participation in the TexPool Investment Pools and Designating Authorized Representatives
- TexPool Investment Pool Participation Agreement
- Bank Information Sheet
- TexPool *Prime* Account Setup Form
- Vendor Payment Instructions Form





TexPool Investment Pools Participation Agreement

Preamble

This participation agreement (the "**Agreement**") is made and entered into by and between the Comptroller of Public Accounts (the "**Comptroller**"), acting through the Texas Treasury Safekeeping Trust Company (the "**Trust Company**"), Trustee of the Texas Local Government Investment Pool (TexPool) and TexPool Prime, (collectively the "**TexPool Investment Pools**"), and _____ (the "**Participant**").

WHEREAS, the Interlocal Cooperation Act, TEX. GOV'T CODE ANN. ch. 791 and the Public Funds Investment Act, TEX. GOV'T CODE ANN. ch. 2256 (the "**Acts**") provide for the creation of a public funds investment pool to which any local government or state agency may delegate, by contract, the authority to hold legal title as custodian and to make investments purchased with local funds;

WHEREAS, the Trust Company is a special purpose trust company authorized pursuant to TEX. GOV'T CODE ANN. § 401.103 to receive, transfer and disburse money and securities belonging to state agencies and local political subdivisions of the state and for which the Comptroller is the sole officer, director and shareholder;

WHEREAS, TexPool and TexPool Prime are public funds investment pools, which funds are invested in certain eligible investments as more fully described hereafter;

WHEREAS, the Participant has determined that it is authorized to invest in a public funds investment pool created under the Acts and to enter into this Agreement;

WHEREAS, the Participant acknowledges that the Trust Company is not responsible for independently verifying the Participant's authority to invest under the Acts or to enter this Agreement;

WHEREAS, the Participant acknowledges that the performance of TexPool Investment Pools is not guaranteed by the State of Texas, the Comptroller, or the Trust Company and that there is no secondary source of payment for the TexPool investment Pools; and

WHEREAS, in an effort to ensure the continued availability of an investment pool as a vehicle for investment of local government funds and simultaneously provide for enhancement in services and potential decreases in management and administrative fees, Participant and Trust Company desire to provide in this Agreement that the Trust Company may obtain private professional investment management and related services.

NOW THEREFORE, for and in consideration of the mutual promises, covenants and agreements herein contained, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree with each other as follows:

Article I: Definitions

"**Account**" shall mean any account or accounts, established by the Participant in TexPool Investment Pools in accordance with this Agreement and the Operating Procedures (as defined herein), which Account represents an undivided beneficial ownership in TexPool Investment Pools.

"**Authorized Investments**" shall mean those investments which are authorized by the Investment Act (as herein defined) for investment of public funds.

"**Authorized Representative(s) of the Participant**" shall mean any individual who is authorized to execute documents and take such other necessary actions under this Agreement as evidenced by the duly enacted Resolution of the Participant.

"**Authorized Representative(s) of the Trust Company**" shall mean any employee of the Comptroller or Trust Company who is designated in writing by the Comptroller or the Trust Company's Chief Executive Officer to act as the authorized Trust Company representative for purposes of this Agreement and shall include employees of any private entity performing the obligations of the Comptroller under this Agreement.

"**Board**" shall mean the advisory board provided for in the Investment Act (as defined below).

"**Investment Act**" shall mean the Public Funds Investment Act, TEX. GOV'T CODE ANN. ch. 2256, as amended from time to time.

"**Investment Policy**" shall mean the written TexPool Investment Pools Investment Policies, as amended from time to time, relating to the investment and management of funds in TexPool Investment Pools as established by the Trust Company consistent with the Investment Act.

"**Letter of Instruction**" shall mean a written authorization and direction to the Trust Company signed by an Authorized Representative of the Participant.

Article I: Definitions (continued)

"Operating Procedures" shall mean the written procedures established by the Trust Company describing the management and operation of TexPool Investment Pools, and providing for the establishment of, deposits to and withdrawals from the Accounts, as amended from time to time.

"Participant" shall mean any entity authorized by the Acts to participate in a public funds investment pool that has executed this Agreement pursuant to a Resolution.

"Resolution" shall mean the resolution adopted by the governing body of a local governmental entity authorizing the entity's participation in TexPool Investment Pools and designating persons to serve as Authorized Representatives of the Participant.

Article II: General Administration

Section 2.01. TexPool Investment Pools Defined.

- (a) TexPool Investment Pools are public funds investment pools created pursuant to the Acts.
- (b) Subject to Section 6.10, the Trust Company agrees to manage the Participant's Account(s) in accordance with the Investment Act and the Investment Policy.

Section 2.02. Board.

- (a) The Board is composed of members appointed pursuant to the requirements of the Investment Act.
- (b) The Board shall advise the Trust Company on the Investment Policy and on various other matters affecting TexPool Investment Pools, and shall approve fee increases.

Section 2.03. General Administration.

- (a) The Trust Company shall establish and maintain the Investment Policy specifically identifying the Authorized Investments consistent with the Investment Act and the general policy and investment goals for TexPool Investment Pools.
- (b) The Trust Company shall establish and maintain the Operating Procedures, describing the management and operation of TexPool Investment Pools and providing for procedures to be followed for the establishment of, deposits to, and withdrawals from the Accounts and such other matters as are necessary to carry out the intent of this Agreement.
- (c) The Trust Company shall have the power to take any action necessary to carry out the purposes of this Agreement, subject to applicable law and the terms of this Agreement.

Section 2.04. Ownership Interest. Each Participant shall own an undivided beneficial interest in the assets of TexPool Investment Pools in an amount proportional to the total amount of such Participant's Accounts relative to the total amount of all Participants' Accounts in TexPool Investment Pools, computed on a daily basis.

Section 2.05. Independent Audit. TexPool Investment Pools are subject to annual review by an independent auditor consistent with Ch. 2256, TEX GOV'T CODE ANN. In addition, reviews of TexPool Investment Pools may be conducted by the State Auditor's Office and the Comptroller's office. The Trust Company may obtain such legal, accounting, financial or other professional services as it deems necessary or appropriate to assist TexPool Investment Pools in meeting its goals and objectives.

Section 2.06. Liability. Any liability of the Comptroller, the Comptroller's office, the Trust Company, representatives or agents of the Trust Company, any Comptroller employee, Trust Company or any member of the Board for any loss, damage or claim, including losses from investments and transfers, to the Participant shall be limited to the full extent allowed by applicable laws. The Trust Company's responsibilities hereunder are limited to the management and investment of TexPool Investment Pools and the providing of reports and information herein required.

Article III: Participant Requirement

Section 3.01. The Participation Agreement. The Participant must execute this Agreement and provide a Resolution authorizing participation in TexPool Investment Pools and designating persons to serve as Authorized Representatives of the Participant and any other documents as are required under, and substantially in the form prescribed by, the Operating Procedures before depositing any funds into TexPool Investment Pools. The Participant must provide an updated Resolution designating Authorized Representatives within 5 business days of the departure of any Authorized Representative of the Participant.

Section 3.02. Operating Procedures.

- (a) The Participant acknowledges receipt of a copy of the Operating Procedures. The Operating Procedures describe in detail the procedures required for the establishment of accounts, deposits to and withdrawals from TexPool Investment Pools, and related information.
- (b) The Operating Procedures may be modified by the Trust Company as appropriate to remain consistent with established banking practices and capabilities and when such modification is deemed necessary to improve the operation of TexPool Investment Pools.
- (c) The Participant hereby concurs with and agrees to abide by the Operating Procedures.

Article IV: Investments

Section 4.01. Investments. All monies held in TexPool Investment Pools shall be invested and reinvested by the Trust Company or Authorized Representatives of the Trust Company only in Authorized Investments in accordance with the Agreement, the Investment Policy and the Investment Act. Participant hereby concurs with any such investment so made by the Trust Company. Available funds of TexPool investment Pools that are uninvested may be held at the Trust Company's account at the Federal Reserve Bank of Dallas, or any designated custodian account, or with a custodian selected by the Trust Company. All investment assets and collateral will be in the possession of the Trust Company and held in its book entry safekeeping account at the Federal Reserve Bank, any designated custodian account, or with a custodian selected by the Trust Company.

Section 4.02. Failed Investment Transaction. In the extraordinary event that a purchase of securities results in a failed settlement, any resulting uninvested funds shall remain in the Trust Company's Federal Bank of Dallas account, any designated custodian account or with a custodian selected by the Trust Company. If an alternative investment can be secured after the failure of the trade to settle, TexPool Investment Pools will receive all the income earnings, including but not limited to, any compensation from the purchaser failing in the trade and the interest income from the alternative investment.

Section 4.03. Investment Earnings and Losses Allocation. All interest earnings in TexPool Investment Pools will be valued daily and credited to the Participant's Accounts monthly, on a pro rata allocation basis. All losses, if any, resulting from the investment of monies in TexPool shall also be allocated on a pro rata allocation basis. All earnings and losses will be allocated to the Participant's Accounts in accordance with generally accepted accounting procedures.

Section 4.04. Commingling of Accounts. Participant agrees that monies deposited in TexPool and TexPool Prime, may be commingled with all other monies held in TexPool and TexPool Prime, respectively for purposes of common investment and operational efficiency. However, each Participant will have separate Accounts on the books and records of TexPool Investment Pools, as further provided for in the Operating Procedures.

Article V: Fees, Expenses and Reports

Section 5.01. Fees and Expenses. The Participant agrees to pay the amount set forth in the fee schedule. Participant agrees that all fees shall be directly and automatically assessed and charged against the Participant's Accounts. The basic service fee shall be calculated as a reduction in the daily income earned, thus only the net income shall be credited to the Participant's Account. Fees for special services shall be charged to each Participant's account as they are incurred or performed. A schedule of fees shall be provided to the Participant annually. Each Participant will be notified thirty (30) days prior to the effective date of any change in the fee schedule.

Section 5.02. Reports. A monthly statement will be mailed to the Participant within the first five (5) business days of the succeeding month. The monthly statement shall include a detailed listing of the balance in the Participant's Accounts as of the date of the statement; all account activity, including deposits and withdrawals; the daily and monthly yield information; and any special fees and expenses charged. Additionally, copies of the Participant's reports in physical or computer form will be maintained for a minimum of three prior fiscal years. All records shall be available for inspection at all reasonable hours of the business day and under reasonable conditions.

Section 5.03. Confidentiality. The Trust Company and any private entity acting on behalf of the Trust Company for purposes of this Agreement will maintain the confidentiality of the Participant's Accounts, subject to the Public Information Act, TEX GOV'T CODE ANN. ch. 552, as amended.

Article VI: Miscellaneous

Section 6.01. Notices. Any notices, Letters of Instructions or other information required or permitted to be given hereunder shall be submitted in writing and shall be deemed duly given when deposited in the U.S. mail postage prepaid or successfully transmitted via facsimile addressed to the parties as follows:

To the Participant:

Participant

Address

City State Zip

Telephone Fax

Article VI. Miscellaneous (continued)

To **Trust Company** with respect to contractual matters or disputes under this Agreement:

Texas Treasury Safekeeping Trust Company
Attn: TexPool Investment Pools
Rusk State Office Building
208 East 10th Street
Austin, TX 78701
Telephone: (512) 463-4300
FAX No.: (512) 463-4368

To **TexPool Investment Pools** with respect to operational matters, including enrollment documents; changes to Authorized Representatives; Bank Information Sheets; initiation of deposits or withdrawals of funds; changes to addresses; audit confirmation requests; and account inquiry:

TexPool Participant Services
1001 Texas Ave., Suite 1150
Houston, TX 77002
Telephone: 1-866-839-7665 (1-866-TEX-POOL)
FAX No.: 1-866-839-3291 (1-866-TEX-FAX1)

The Participant and the Trust Company agree to notify the other of any change affecting this information and agree that unless and until so notified, the other party shall be entitled to rely on the last information provided.

Section 6.02. Taxpayer Identification Number. The Participant's taxpayer identification number assigned by the Internal Revenue Service is: [REDACTED]. The Participant hereby agrees to notify the Trust Company of any change affecting this Taxpayer Identification number and agrees that unless and until so notified, the Trust Company shall be entitled to rely on same in providing any and all reports or other information necessary or required by the Federal tax laws as amended from time to time.

Section 6.03. Severability. If any provision of this Agreement shall be held or deemed to be in fact illegal, inoperative or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatsoever.

Section 6.04. Execution of Counterparts. This Agreement may be simultaneously executed in several separate counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 6.05. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas. Venue for any dispute under this Agreement shall be in Travis County, Texas.

Section 6.06. Captions. The captions or headings in this Agreement are for convenience only and in no way defined, limit or describe the scope or intent of any provisions, articles or sections of this Agreement.

Section 6.07. Amendments.

- (a) The Trust Company shall advise the Participant in writing of any amendments to this Agreement no less than 45 days prior to the effective date of such amendment. The Participant may ratify the proposed amendment of this Agreement by letter to the Trust Company. If the Participant elects not to ratify the amendment, the Participant may terminate this Agreement in accordance with Section 6.08. In the event the Participant fails to respond in writing to a notice of amendment prior to the effective date of such amendment, this Agreement shall be deemed amended.
- (b) The Trust Company may periodically revise the Operating Procedures from time to time as it deems necessary for the efficient operation of TexPool Investment Pools. The Participant will be bound by any amendment to the Operating Procedures with respect to any transaction occurring subsequent to the time such amendment takes effect, provided, however, that no such amendment shall affect the Participant's right to cease to be a Participant.

Section 6.08. Termination. This Agreement may be terminated by either party hereto, with or without cause, by tendering 30 days prior written notice in the manner set forth in Section 6.01 hereof.

Section 6.09. Term. Unless terminated in accordance with Section 6.08, this Agreement shall be automatically renewed on each anniversary date hereof.

Section 6.10. Assignment. The Trust Company may enter into an agreement with a third party investment manager to perform its obligations and service under this Agreement, provided that such third party investment manager shall manage TexPool Investment Pools according to the Investment Act, Investment Policy and in a manner consistent with that directed by the Trust Company. The Trust Company also shall have the right to assign its rights and obligations under the Agreement to a third party investment manager if the Trust Company determines that such assignment is in the best interest of the State and Participants. In the event a successor pool to TexPool or TexPool Prime is deemed by the Trust Company to be in the best interest of the State and the Participant, the Trust Company may take any action it deems necessary to assign its rights and benefits under any third party agreements and transfer the assets from TexPool Investment Pools to any successor pool.

Article VI: Miscellaneous (continued)

In Witness Whereof, the parties hereto have caused this Agreement to be executed as of the dates set forth below, and the Agreement shall be effective as of the latest such date.

Document is to be signed by a Board Officer, Mayor or County Judge, Certificate of Incumbency is to be signed by a Board Officer, City Secretary or County Clerk.

Name of Participant

SIGNED:

Signature

Printed Name

Title

Date

TEXAS TREASURY SAFEKEEPING TRUST COMPANY
COMPTROLLER OF PUBLIC ACCOUNTS:

Signature

Printed Name

Title

Date

CERTIFICATE OF INCUMBENCY:

The preceding signatory is a duly appointed, acting, and qualified officer of the Participant, who, in the capacity set forth above is authorized to execute this Agreement.

IN WITNESS WHEREOF, I have duly executed this certificate as of the _____ day of _____, 20__.

Signature

Printed Name

Title

Delivery Instructions

Please return this document to **TexPool Participant Services:**

Email: texpool@dstsystems.com

Fax: 866-839-3291

TEX-ENROLL

5 OF 5



TexPool Prime Account Setup Form

Effective Date*

This letter authorizes TexPool Participant Services to copy the account(s) listed below from TexPool to TexPool Prime. All account information including banking instructions will be copied exactly from the existing TexPool accounts.

*Required Fields

1. Participant Information

Participant Name* Location Number*

2. Instructions

TexPool (449) Account Number(s) to be copied to TexPool Prime (590):

3. Signatures

Note: This authorization must be executed by two current Authorized Representatives for the Participant as set forth in the fully enacted Resolution of the Participant, which is on file with TexPool Participant Services.

As a current Authorized Representative, I certify that the above information is both true and correct.

Signature of First Authorized Representative*		Date*
Printed Name*		Telephone Number*
Title*	Email*	
Signature of Second Authorized Representative*		Date*
Printed Name*		Telephone Number*
Title*	Email*	

4. Delivery Instructions

Please return this document to TexPool Participant Services:

Email: lexpool@dstsystems.com

Fax: 866-839-3291

TEX-BANK

1 OF 1



Agenda Item: Discuss, consider and possible action on authorizing the participation in the TexPool Investment Pools and Designating Authorized Representatives.

Date: February 6, 2024

This item was discussed at the last council meeting. I proposed three new bank accounts the Preservation & Tourism, Municipal Court, and Special Revenue Funds. The Special Revenue Funds will be held at TexPool.

The Special Revenue Fund will receive any earmarked money from donations, grants, etc. This money is typically earmarked for particular projects. Each expense line will be synonymous with a project and have the project title as the line-item name. The revenue line item will either be the department, which is used for generic donations, or the project, which ever description is best describes the intended purpose.



Resolution Authorizing Participation in the TexPool Investment Pools and Designating Authorized Representatives

WHEREAS, City of Whitesboro

("Participant") is a local government or state agency of the State of Texas and is empowered to delegate to the public funds investment pools the authority to invest funds and to act as custodian of investments purchased with local investment funds; and

WHEREAS, it is in the best interest of the Participant to invest local funds in investments that provide for the preservation and safety of principal, liquidity, and yield consistent with the Public Funds Investment Act; and

WHEREAS, the Texas Local Government Investment Pools ("TexPool/TexPool Prime"), public funds investment pools, were created on behalf of entities whose investment objectives in order of priority are preservation and safety of principal, liquidity, and yield consistent with the Public Funds Investment Act.

NOW THEREFORE, be it resolved as follows:

- A. That Participant shall enter into a Participation Agreement to establish an account in its name in TexPool/TexPool Prime, for the purpose of transmitting local funds for investment in TexPool/TexPool Prime.
- B. That the individuals, whose signatures appear in this Resolution, are authorized representatives of the Participant and are each hereby authorized to transmit funds for investment in TexPool/TexPool Prime and are each further authorized to withdraw funds from time to time, to issue letters of instruction, and to take all other actions deemed necessary or appropriate for the investment of local funds.

Authorized Representatives of the Participant

These individuals will be issued P.I.N. numbers to transact business via telephone with a Participant Service Representative.

1.	<div style="border-bottom: 1px solid black; height: 1.2em; width: 100%;"></div>	<div style="border-bottom: 1px solid black; height: 1.2em; width: 100%;"></div>
	Signature	Telephone Number
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	Printed Name	Fax Number
	<div style="border-bottom: 1px solid black; height: 1.2em; width: 100%;"></div>	<div style="border-bottom: 1px solid black; height: 1.2em; width: 100%;"></div>
	Title	Email
	<div style="border-bottom: 1px solid black; height: 1.2em; width: 100%;"></div>	<div style="border-bottom: 1px solid black; height: 1.2em; width: 100%;"></div>
2.	<div style="border-bottom: 1px solid black; height: 1.2em; width: 100%;"></div>	<div style="border-bottom: 1px solid black; height: 1.2em; width: 100%;"></div>
	Signature	Telephone Number
	<div style="border-bottom: 1px solid black; height: 1.2em; width: 100%;"></div>	<div style="border-bottom: 1px solid black; height: 1.2em; width: 100%;"></div>
	Printed Name	Fax Number
	<div style="border-bottom: 1px solid black; height: 1.2em; width: 100%;"></div>	<div style="border-bottom: 1px solid black; height: 1.2em; width: 100%;"></div>
	Title	Email
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	Title	Email
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4.	<div style="border-bottom: 1px solid black; height: 1.2em; width: 100%;"></div>	<div style="border-bottom: 1px solid black; height: 1.2em; width: 100%;"></div>
	Signature	Telephone Number
	<div style="border-bottom: 1px solid black; height: 1.2em; width: 100%;"></div>	<div style="border-bottom: 1px solid black; height: 1.2em; width: 100%;"></div>
	Printed Name	Fax Number
	<div style="border-bottom: 1px solid black; height: 1.2em; width: 100%;"></div>	<div style="border-bottom: 1px solid black; height: 1.2em; width: 100%;"></div>
	Title	Email
	<div style="border-bottom: 1px solid black; height: 1.2em; width: 100%;"></div>	<div style="border-bottom: 1px solid black; height: 1.2em; width: 100%;"></div>

Authorized Representatives of the Participant (continued)

5.	<div>Signature</div>	<div>Telephone Number</div>
	<div>Printed Name</div>	<div>Fax Number</div>
	<div>Title</div>	<div>Email</div>
6.	<div>Signature</div>	<div>Telephone Number</div>
	<div>Printed Name</div>	<div>Fax Number</div>
	<div>Title</div>	<div>Email</div>

List the name of the Authorized Representative provided above that will have primary responsibility for performing transactions and receiving confirmations and monthly statements under the Participation Agreement.

Printed Name

In addition and at the option of the Participant, additional authorized representative(s) can be designated to perform inquiry only of selected information. This limited representative cannot make deposits or withdrawals. If the Participant desires to designate a representative with inquiry rights only, complete the following information.

1.	<div>Printed Name</div>	<div>Title</div>
	<div>Telephone Number</div>	<div>Fax Number</div>
		<div>Email</div>
2.	<div>Printed Name</div>	<div>Title</div>
	<div>Telephone Number</div>	<div>Fax Number</div>
		<div>Email</div>
3.	<div>Printed Name</div>	<div>Title</div>
	<div>Telephone Number</div>	<div>Fax Number</div>
		<div>Email</div>
4.	<div>Printed Name</div>	<div>Title</div>
	<div>Telephone Number</div>	<div>Fax Number</div>
		<div>Email</div>
5.	<div>Printed Name</div>	<div>Title</div>
	<div>Telephone Number</div>	<div>Fax Number</div>
		<div>Email</div>
6.	<div>Printed Name</div>	<div>Title</div>
	<div>Telephone Number</div>	<div>Fax Number</div>
		<div>Email</div>

Authorized Representatives of the Participant (continued)

C. That this resolution and its authorization shall continue in full force and effect until amended or revoked by the Participant, and until TexPool/TexPool Prime receives a copy of any such amendment or revocation.

This resolution is hereby introduced and adopted by the Participant at its regular/special meeting held on the

____ day of _____, 20__.

Document is to be signed by a Board Officer, Mayor or County Judge and attested by a Board Officer, City Secretary or County Clerk.

Name of Participant

SIGNED:

Signature

Printed Name

Title

ATTEST:

Signature

Printed Name

Title

Delivery Instructions

Please return this document to **TexPool Participant Services:**

Email: texpool@dstsystems.com

Fax: 866-839-3291



Agenda Item: Discuss, consider and possible action on accepting the resignation of Steve Pinkston from the Board of Adjustments.

Date: February 6, 2024

Steve Pinkston has tendered his resignation on the Board of Adjustments effective immediately. Since he is appointed by the City Council as the Fire Chief this presents a precarious position. For this reason, the State of Texas indicates it is not proper for an appointed official to serve on a board, especially a board with quasi-judicial powers.



Whitesboro Fire Department

P.O. Box 340

Whitesboro, Tx 76273

1-22-2024

Mrs. Arrington,

Please accept my letter of resignation to the Whitesboro board of adjustments. Being an appointed city employee, I have found that I can no longer hold a seat on this board. I have thoroughly enjoyed my time and service to this board, and wish it and the City of Whitesboro success in its future endeavors.

Sincerely,

Steve W Pinkston



Agenda Background

Agenda Item: Discuss, Consider and Possible action on reappointment to the Housing Authority Board

Date: February 6, 2023

During the Whitesboro Housing Authority's January Board meeting, commissioners reappointed Cynthia Wood to a one-year term as Chair-person and Chris Goedecke to a one-year term as Vice-Chair person of the Board.



Agenda Item: Discussion on the American Tower Lease.

Date: February 6, 2024

The city owns 5.74 acres of property located at 1440 Gunter Rd. (Gunter Rod just west of Stanfield Church Rd). This property is on the northeast corner of the old Landfill. It was re-platted to be its own section of property. The property currently has a guy tower on it that use to hold cell phone antenna and equipment. The cell phone equipment has been removed several years ago and there is only an empty tower left. They currently pay just over \$13,400 a year in rent. They are requesting to reduce this rent in stages to eventually nothing. The documents are currently with the city attorney for review. Staff is looking for councils' opinion on this property. The options are:

1. Hold them to the lease and continuc to pay \$13,400 a year.
2. Release them from the property and try to find a devlopment for the property
3. Release them from the property and sell the property.



Agenda Item: Discuss, consider and possible action on the purchase of property located west of Highway 377 with Grayson County Appraisal District property identification number of 169203.

Date: February 6, 2024

It is my understanding this property has been discussed in the past. The realtor for the family has reached out to see if the city would be interested in this property. If council is interested, staff will need permission to move forward with the purchase process by obtaining and presenting to council a contract of sale. Comps have been provided to council.



Agenda Background

Agenda Item: Expenditures Exceeding the City Administrators Authority

Date: February 6, 2024

The following Requisitions/Purchase Orders totaling \$13,629.00 are enclosed:

Company Name	Department	Item	Cost
Colin Irons Pool Service	PARD	Pool Repairs	\$ 5,115.00
Texas Erosion Supply	Streets	2 Culverts for Kelly St	\$ 8,514.00

City of Whitesboro

P.O. Box 340
Whitesboro, Texas 76273

Fax: 903-564-6105
Phone: 903-564-3311

VENDOR INFORMATION

NAME OF VENDOR: Colin Irons Pool Service PHONE: _____
ADDRESS: _____ FAX: _____
CITY, STATE, ZIP: _____
CONTACT PERSON: _____

ITEMS REQUESTED

LINE ITEM	QUANTITY	DESCRIPTION	PRICE PER UNIT	SUB TOTAL
		Delamination Patch		1,250
		Repair Leak @ LG Stand		1,345
		Test Drain Lines		975
		Dye Test @ Wading Pool		390
		Repair Small Leaks on		1,155
		Pumps 1 & 2, Replace valve		
		assembly @ Pump 1 Skimmer		
SHIPPING / FREIGHT COSTS				
PURCHASE TOTAL				5,115

PURCHASE AUTHORIZATION

THE ABOVE LISTED ITEMS ARE NEEDED FOR THE PROGRESS OF THE DEPARTMENT AND FUNDS ARE AVAILABLE TO MAKE SUCH PURCHASES FROM THE PRESENT BUDGET. THEREFORE, THIS REQUEST IS APPROVED/DENIED.

Yummy Keyfice
DEPARTMENT HEAD

AMOUNT AVAILABLE

CITY ADMINISTRATOR

DATE: 1-31-24

DATE:

COMMENTS / SPECIAL INSTRUCTIONS / OTHER QUOTES

PURCHASE AGENT INFORMATION

ORDERED BY: _____ DATE ORDERED: _____

METHOD OF ORDER: PHONE ☐ FAX ☐ SHIPPING DATE / ESTIMATED

ARRIVAL: _____

PERSON RECEIVING ORDER: _____

NOTATIONS: _____

PURCHASE ORDER NO. _____

DEPT. LINE ITEM#

58-6254



Colin Irons Pool Service

1800 South Loop 286 | Ste 396 #129 | Denton, Texas 76205
940-484-4468 | <https://colinironspoolservice.com/>

Product/Service	Description	Total
		Not included
C - 2023 - Dive and dye test	Return when kiddie pool and main pool are full and clean to Dive and dye test	\$390.00*
		Not included
R - 2023 - Underground plumbing repair through deck	Underground plumbing repair to the pump 2 skimmers through the deck, minimum does not include underground variables, roots, other lines to move, loss in structure, excessive depth, etc., includes retest of line and standard gray/exposed aggregate concrete patch. The patch will be visible and will not match. Note: An additional location is needed when doing repairs is N/C, unless it exceeds the 1 hour of allocated time. Another repair is chargeable. Pipes over 2.5 inches will require an additional charge.	\$850.00*
		Not included
R - 2023 - Plunge cut and deck reset with under deck repair	Plunge cut and reset deck repair add 495.00 (plunge cut deck section may break, if it breaks a standard patch will be installed however the plunge cut price is still due)	\$495.00*
		Not included
R - 2023 - Single line pressure test	Drain pool, Remove hydrostatic plugs, Chip out excess plaster and attempt a Single line pressure test to the pump one and pump two main drain lines includes up to 2 hour of location time. Note: attempt may not be successful but charges will still be incurred. Charges can be put towards additional demolition to test main drain lines.	\$975.00*
		Not included
Miscellaneous services	Replace or rebuild pump 2 backwash valve or valve handle - Scheduling additional visit to further evaluate .	\$0.00*
		Not included
Miscellaneous services	Drain pool and remove approximately a 2x2 foot delaminated section of the plaster and patch. Patch will be obvious. If delaminated area extends too far full pool will need replaster.	\$1,250.00*
R - 2023 - Replace 500w light fixture w/ up to 100' cord	Replace 500w light fixture w/ up to 100' cord with a standard fixture and a standard install. Note: Light was removed for unknown reason and replacement may not be possible.	Not included \$1,025.00*
		Not included
Miscellaneous services	While on site for other repairs replace damaged pool eyeballs - N/ C	\$0.00*



Colin Irons Pool Service

1800 South Loop 288 | Ste 396 #129 | Denton, Texas 76205
940-484-4468 | <https://colinironspoolservice.com/>

Product/Service	Description	Total
		Not Included
Miscellaneous services	Remove and replace shaft seal on pentair commercial pump 2. Note: seal is backordered	\$310.00*
		Not Included
Miscellaneous services	Replace 1 four inch butterfly valve, gasket and bolts for pump 1 skimmers	\$650.00*
		Not Included
Miscellaneous services	While on site for other repairs - Remove and plug leaking stem on pump 1 intake.	\$195.00*

\$5,115.00
Total **\$0.00**

* Non-taxable

This quote is valid for the next 30 days, after which values may be subject to change.

Note: Patches are visible after repairs. If the specific plaster, tile, grout, or stone is known then a closer match may be achieved. In many cases, the existing material is weathered or applied in a batch which will cause variations in appearance from the current off-the-shelf material. Pavers that are set on a flexible fill will often settle after repairs and require additional leveling at a later date. Turf and landscaping often need


P.O. Box 340
Whitesboro, Texas 76273

Fax: 903-564-6105
Phone: 903-564-3311

NAME OF VENDOR: 12345 Erosion Supply PHONE: 112-513-8800
ADDRESS: _____ FAX: _____
CITY, STATE, ZIP: _____
CONTACT PERSON: _____

[illegible]

THE ABOVE LISTED ITEMS ARE NEEDED FOR THE PROGRESS OF THE DEPARTMENT AND FUNDS ARE AVAILABLE TO MAKE SUCH PURCHASES FROM THE PRESENT BUDGET. THEREFORE, THIS REQUEST IS APPROVED/DENIED:

 DEPARTMENT HEAD	AMOUNT AVAILABLE	CITY ADMINISTRATOR
DATE: 1/25/2024		DATE:

New Culverts Kelly Street

ORDERED BY: _____ DATE ORDERED: _____
METHOD OF ORDER: PHONE ☐ FAX ☐ SHIPPING DATE / ESTIMATED ARRIVAL _____
PERSON RECEIVING ORDER: _____
NOTATIONS: _____

PURCHASE ORDER NO.		DEPT. LINE ITEM #	
1	1	1	1
2	2	2	2
3	3	3	3
4	4	4	4
5	5	5	5
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7	7	7	7
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QUOTE

Name:
Project Quotes

903-564-3311

kmaynard@whitesborotexas.com

Ship To:
Project Quotes
Project Quotes

Quote No.
SO-00158
Date
01/11/2024
Terms
Due on receipt
Customer Reference
City of Whitesboro
Required By Date

Currency: USD

Texas Erosion Supply, LP

Address

Phone
9725758800
Fax

Email
ksheets@texaserosionsupply.com
Web

#	Code	Product Description	Unit	Quantity	Price	Discount	Amount
1	CMP/4820	CMP/4820	Each	40.00	82.66	0.00%	3,306.40
2	CMP/4830	CMP/4830	Each	60.00	82.66	0.00%	4,959.60
3	CMP/48/BAND D	CMP/48/BAND	Each	2.00	124.00	0.00%	248.00

Quote Lines		Additional Cost		Total Quote	
Before Tax	8,514.00	Before Tax	0.00	Before Tax	8,514.00
Tax	0.00	Tax	0.00	Tax	0.00
Total	8,514.00	Total	0.00	Total	8,514.00
				Prepayments Total	0.00
				Due / (Credit)	8,514.00

Notes:

COMMERCIAL CREDIT APPLICATION



Texas Erosion Supply
P.O. Box 2949
1327 Century Way, Wylie TX 75098
Tel 972.575.8800 Fax 972.575.8810
www.texaserosionsupply.com

Office Use Only

Date Reviewed _____
Reviewed by _____
Approved? _____
Credit Amount \$ _____

COMPANY INFORMATION

Business Name City of Whitesboro Credit Line Requested \$ 20,000.00 Order Pending? \$8,500.00
Billing Address P.O. Box 340 City Whitesboro State TX Zip 76273
Ship to Address 316 Collinsville Street City Whitesboro State TX Zip 76273
Phone 903-564-3311 FAX 903-564-6105 Toll Free _____
DBA Name _____ Parent Company Name _____
Company Inception date June, 02, 1873 Total # of Employees 67

COMPANY BACKGROUND

Business Structure Municipality If Company is Incorporated what State? Texas
City or State License # _____ Federal Tax ID # 75-6000712
Projected Annual Sales \$ 6,000,000.00 Company Sales Territory _____

Landlord / Mortgage Holder _____ Phone _____

Accounting Contact Name #1 Kyle Maynard Email kmaynard@whitesborotexas.com
Accounting Contact Name #2 Dennis Key Email dkey@whitesborotexas.com

COMPANY PRINCIPAL / OFFICERS

Name _____ Title _____ SS# _____
Home Address _____ City _____ State _____ Zip _____
% of Ownership _____ Email _____ Cell _____
Name _____ Title _____ SS# _____
Home Address _____ City _____ State _____ Zip _____
% of Ownership _____ Email _____ Cell _____

Has the company ever filed for Bankruptcy protection? Yes _____ No ✓
Have any of the company principals ever filed Bankruptcy? Yes _____ No ✓
Has the company changed ownership in the last 3 years? Yes _____ No ✓

BANK REFERENCES

Bank Name First State Bank Account # 2192896
 Address 545 Hwy 397 N, Ste 101, Whitesboro, TX 76222 Contact Name Jeff Buhr
 Bank Name _____ Account # _____
 Address _____ Contact Name _____

TRADE REFERENCES

Company Name Bartel Ready Mix Phone 940-440-9422 Contact Name Steve Bartel
 Address 8901 Stewart Rd, Aubrey, TX 76222 EMAIL _____ Credit Limit \$10,500.00
 Company Name WSC Energy / LCRA Phone 512-730-5240 Contact Name Erik Gallagher
 Address 3200 Lakewood Blvd, Austin, TX 78702 EMAIL Erik.Gallagher@LCRA.org Credit Limit \$1,000,000.00
 Company Name Teeline Phone 800-865-3866 Contact Name Matt Hubbard
 Address 5600 14th St, Van Alstyne, TX 75795 EMAIL matt.hubbard@teeline-live.com Credit Limit \$100,000.00
 Company Name Foxworth Colbrith Lumber Phone 903-564-3549 Contact Name Lora Gonzalez
 Address 803 N. Union, Whitesboro, TX 76222 EMAIL foxg@foxg.com Credit Limit \$10,000.00

TERMS AND CONDITIONS

Client and all assigned agents are herewith authorized to contact any of the above references and are granted full permission to disclose any credit information necessary. It is agreed that client reserves the right to garner additional information needed if not able to obtain ample credit information on the company limited to information hereto. By signing below, I am accepting responsibility as an authorized representative of the company making application for credit and agree to fully comply with the payment terms established by all contracts established by my company with client.

Applicant represents and warrants that the product or service being supplied is used for commercial purposes and not for personal consumption.

Any misrepresentation in this application will be considered evidence of fraud, since this information is the basis for the extension of credit. As an inducement to grant credit, the undersigned warrants that the information submitted is true and correct.

In consideration for the extension of credit, said business promises to pay for all purchases within terms agreed and agrees to pay a service charge of equal to the client residence state's maximum allowed limit on interest on all past due balances.

In the events any third parties are employed to collect any outstanding monies owed by said business the undersigned agrees to pay reasonable collection costs, including attorney fees, whether or not litigation has commenced, and all costs of litigation incurred. **Standard Terms Net 30 Days**

The undersigned represents that he/she has reviewed and agreed to the terms and conditions hereto and that he/she has the authority to execute this credit agreement on behalf of the business identified.

Name of Business City of Whitesboro
 Authorized Representative Julie Brington Title City Administrator
 Signature Julie Brington Date 1-22-24



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Date Reviewed _____
Reviewed by _____
Approved? _____
Credit Amount \$ _____

PERSONAL GUARANTEE

In consideration, I/we hereby unconditionally guarantee to personally repay all monies owed, the obligation of the undersigned shall be a continuing guaranty and not be terminated changed in any aspect not withstanding any circumstances or occurrence whatsoever which otherwise might terminate or change the obligation of the Applicant.

I/we shall be personally obligated and liable hereon regardless of the inclusion hereunder of a corporate name or office. I/we also agree that its liability under this guaranty shall be primary, and that in any right of action which shall occur, credit grantor at its option may proceed against without having commenced any action against of having obtained any judgment against borrower.

This guaranty shall continue in force and shall not, by any act or omission, be deemed waived unless credit grantor notifies applicant in writing, sent by registered certified mail, return receipt requested and signed by authorized representative of credit grantor. Said notice shall specify the date on which this guaranty is to be terminated and such termination shall in no way release the undersigned as to any sum or debt incurred prior to such termination.

Date _____

Name of Business whose account is being guaranteed _____

Name of Person Guaranteeing payment: NO TITLE _____

Home Address _____

Home Phone _____ Cell _____ Work Email _____

Date of Birth _____ SS# _____ Personal Email _____

Signature of Person Guaranteeing payment

Date

Witness - Print Name

Date

Witness - Signature

TEXAS EROSION SUPPLY, LP MANDATORY SALES TAX FORM

Firm: *City of Whitesboro*
 Contact: *Kyle Maynard*
 Phone Number: *903-564-3311*
 Type of Business: *Municipality*

Fax Number: *903-564 6105*

I Certify that:

I am exempt from SALES TAX on ALL purchases ☒ Yes
☐ No

If yes: please provide a **SIGNED** Tax-Exempt Certificate for each state in which you are exempt with your credit application

I am exempt from SALES TAX on SOME purchases ☐ Yes
☐ No

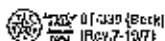
If yes: A **SIGNED** Tax-Exempt Certificate will be required with each order, prior to delivery

I HAVE READ AND UNDERSTAND THAT I WILL NOT BE REFUNDED SALES TAX IF I FAIL TO PROVIDE A CURRENT EXEMPTION CERTIFICATE PRIOR TO DELIVERY OF MERCHANDISE.

Name: *Kyle Maynard*
 Signature: *Kyle Maynard*

Title: *Purchasing Agent*
 Date: *1/16/2024*

** If your form is not filled out COMPLETELY, with proper documentation attached, your application will not be processed. **



Texas Sales and Use Tax Exemption Certification

This certificate does not require a number to be valid.

75-6000712

Name of purchaser, firm or agency CITY OF WHITESBORO	
Address (Street & number, P.O. Box or Route number) P O BOX 340	Phone (Area code and number) 983-564-3311
City, State, ZIP code WHITESBORO, TEXAS 76273	

I, the purchaser named above, claim an exemption from payment of sales and use taxes (for the purchase of taxable items described below or on the attached order or invoice) from:

Seller: Texes Erosion Supply
 Street address: 1327 Century Way City, State, ZIP code: Wylie, TX 75098

Description of items to be purchased or on the attached order or invoice:

Any and all products or services needed to run City.

Purchaser claims this exemption for the following reason:

Municipality

I understand that I will be liable for payment of all state and local sales or use taxes which may become due for failure to comply with the provisions of the Tax Code and/or all applicable law.

I understand that it is a criminal offense to give an exemption certificate to the seller for taxable items that I know, at the time of purchase, will be used in a manner other than that expressed in this certificate, and depending on the amount of tax evaded, the offense may range from a Class C misdemeanor to a felony of the second degree.

sign here 	Title CITY MANAGER	Date 1-22-24
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NOTE: This certificate cannot be issued for the purchase, lease, or rental of a motor vehicle.

THIS CERTIFICATE DOES NOT REQUIRE A NUMBER TO BE VALID.

Sales and Use Tax "Exemption Numbers" or "Tax Exempt" Numbers do not exist.

This certificate should be furnished to the supplier. Do not send the completed certificate to the Comptroller of Public Accounts.